

NORTH CAROLINA  
JACKSON COUNTY

**LEASE**

**THIS LEASE**, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2015, by and between, **R. D. SINQUEFIELD**, of P O Box 2133, Sylva, North Carolina (hereinafter "Landlord"), party of the first part, and **THE COUNTY OF JACKSON**, a body politic, organized and existing under and by virtue of the laws of the State of North Carolina (hereinafter "Tenant"), party of the second part,

**WITNESSETH:**

That subject to the terms and conditions hereinafter set forth, the Landlord does hereby lease unto the Tenant and the Tenant does hereby accept as Tenant from the Landlord, the First Floor Suite #100 (930 square feet) and partial second story (450 square feet; to include also, kitchen area and bathroom), 8 Colonial Square, Sylva, North Carolina.

The terms and conditions of this Lease are as follows:

(1) **TERM**: This Lease shall begin as of March 1, 2015 and shall continue until March 1, 2020. At the end of third year, the Tenant may cancel any remaining portion of the lease by providing the Landlord with a six month notice of cancellation.

(2) **RENTAL**: As rental for said premises, the Tenant shall pay the Landlord the sum of One Thousand and Three Hundred (\$1,300.00) Dollars per month commencing the first day of each month and a like amount on the same date for each consecutive month. It is agreed that if any installment of rent as herein called for is and remains overdue or unpaid for a period of thirty (30) days after the due date, the Landlord may, at his option, terminate this Lease and demand and receive possession of the premises.

(3) **MAINTENANCE**: The Landlord shall be responsible for all maintenance to the interior, exterior and grounds of the leased premises. The Tenant shall not renovate, alter or in manner change the leased premises without the express consent of the Landlord. Landlord will make improvements only at his discretion.

(4) **UTILITIES/HOUSEKEEPING**: The Landlord agrees to furnish the following services and utilities at no additional charge to the Tenant: electrical, heating & cooling, water/sewer, and routine housekeeping service. Tenant agrees to keep the premises in a clean, safe and presentable condition. Landlord may inspect the premises or make repairs with reasonable notification to Tenant.

(5) **USE OF PREMISES**: The property can only be used as a North Carolina Juvenile Justice office. If the property is used for any other purpose or ceases to be used as a Juvenile Justice office, the Landlord shall have the right to terminate this lease without further notice. The Landlord will have access to second story space without restriction.

(6) **INSURANCE**: The Tenant shall maintain insurance, in its discretion and at its expense, upon the contents of the subject premises. The Tenant shall maintain a public liability insurance policy during the term of this lease. The Landlord shall not be liable for any damage or injury to Tenant, or any other person, or to any property, occurring on the premises or any part thereof, and Tenant agrees to hold Landlord harmless from any claims for damages, not matter how caused, to the extent as may be permitted by law.

(7) **DAMAGE OR DESTRUCTION BY FIRE**: Should the building be destroyed or rendered unfit for use and occupancy by fire or other casualty, this Lease shall thereupon terminate.

(8) **OPTION TO RENEW**: The Tenant shall have the option to renew the Lease at the end of the leased period after the Landlord and Tenant agree upon rent and terms.

(9) **NON-ASSIGNMENT**: The Tenant may not assign this Lease without the express written permission of the Landlord.

**IN TESTIMONY WHEREOF**, said parties have executed this Lease in duplicate originals, one of which is retained by each of the parties hereto.

\_\_\_\_\_  
R. D. SINQUEFIELD, **Landlord**

ATTEST:

THE COUNTY OF JACKSON, **Tenant**

\_\_\_\_\_  
Angela M. Winchester, Clerk

\_\_\_\_\_  
BRIAN THOMAS McMAHAN  
Chairman, Board of Commissioners

NORTH CAROLINA  
JACKSON COUNTY

I, \_\_\_\_\_, a Notary Public, do hereby certify that **R. D. SINQUEFIELD** personally appeared before me this day and acknowledged the due execution by him of the foregoing Lease for the purposes therein expressed.

WITNESS my hand and Notarial Seal, this the \_\_\_\_ day of \_\_\_\_\_, 2010.

My Commission Expires:

\_\_\_\_\_  
Notary Public

NORTH CAROLINA  
JACKSON COUNTY

I, \_\_\_\_\_, a Notary Public, do hereby certify that **BRIAN THOMAS McMAHAN** personally appeared before me, with whom I am personally acquainted, who, being by me duly sworn, says that **ANGELA M. WINCHESTER** is Clerk to the Board, and that he is the Chairman of the Board of County Commissioners for **JACKSON COUNTY**, the entity described in and which executed the foregoing and annexed instrument; that he knows the common seal of said County; that the seal affixed to the foregoing instrument is said common seal; that the name of the said Board of County Commissioners was subscribed thereto by said Chairman and that said Chairman and Clerk subscribed their names thereto and said common seal was affixed, all by order of the members of the Board of Commissioners for Jackson County, North Carolina, and said instrument is the act and deed of said Board of Commissioners.

Witness my hand and notarial seal this the \_\_\_\_ day of \_\_\_\_\_ 2010.

(Notary Seal)

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_