

NORTH CAROLINA
JACKSON COUNTY

LEASE

THIS LEASE, made and entered into this _____ day of _____, 2020, 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 and subdivision of the State of North Carolina, organized and existing under and by virtue of the laws of the State of North Carolina (hereinafter “Tenant”), party of the second part,

W I T N E S S E T H:

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 on March 1, 2020 and shall continue through February 28, 2025. 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 Four Hundred and Fifty (\$1,450.00) 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. Landlord shall maintain hazard and liability insurance on the premises. To the extent allowed by North Carolina law, 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 the extent allowed by North Carolina law, 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

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 _____, 2020.

My Commission Expires: _____

Notary Public

NORTH CAROLINA
JACKSON COUNTY

I, _____, a Notary Public, do hereby certify that ANGELA M. WINCHESTER personally appeared before me this day, with whom I am personally acquainted, who, being by me duly sworn, says that she is the Clerk to the Board of Commissioners of the County of Jackson, and that BRIAN THOMAS MCMAHAN is the Chairman of the Board of Commissioners of Jackson County, the entity which executed the foregoing and annexed instrument; that she knows the common seal of said County of Jackson; that the seal affixed to the name of the County of Jackson was subscribed thereto by said Chairman of the Board of Commissioners and that said Chairman of the Board of Commissioners and said Clerk to the Board of Commissioners subscribed their names thereto, and said common seal was affixed by order of the Board of Commissioners, and said instrument is the act and deed of said County of Jackson.

WITNESS my hand and notarial seal, this ____ day of _____, 2020.

(Notarial Seal)

Notary Public

My Commission Expires: _____

This instrument has been pre-audited in the Manner required by the Local Government Budget and Fiscal Control Act.

This the ____ day of _____ 2019

Finance Officer
Jackson County, North Carolina