

STATE OF NORTH CAROLINA
COUNTY OF JACKSON

AMENDMENT TO LEASE
And MEMORANDUM

This Amendment to Lease and Memorandum for a Staffed Recycling Center (“Amendment”) is made and entered into as of the 1st day of November, 2019, by and between **KEITH HOOPER and wife, KATHY RENEE HOOPER**, of Jackson County (“Lessor”), and **THE COUNTY OF JACKSON, NORTH CAROLINA**, a body politic existing under the laws of the State of North Carolina, whose mailing address is 401 Grindstaff Cove Road, Sylva, NC 28779 (“Lessee”).

WHEREAS, Lessor and Lessee entered into a Lease Agreement on the 21st day of January, 2010 (the “Lease”), that permits the Lessee to use the “Leased Premises” for a Staffed Recycling Center “SRC” under the County Solid Waste Disposal Plan, the Lease was renewed on the 14th day of November, 2014 and the Lease now expires on the 31st day of December, 2019 as recorded in Deed Book 2059, Page 662 Jackson County Public Registry; and

WHEREAS, the Leased Premises consist of the 1.00 acre shown on a survey by James R. Davenport, P.L.S., dated December 2, 1999 and described by metes and bounds in Deed Book 2059, Page 662 Jackson County Public Registry, a portion of PIN #7565-23-8779, Hamburg Township; and

WHEREAS, Lessor and Lessee desire to enter into this Amendment for the purpose of extending the termination date to December 31, 2020, and providing for automatic renewal thereafter upon certain terms and conditions.

NOW THEREFORE, for and in consideration of the foregoing premises and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Lessor and Lessee intending to be bound hereby, do hereby amend the Lease as follows:

1. The term of the Lease shall be extended to December 31, 2020 (the “Extension Term”).
2. The lease shall automatically renew annually at the end of the Extension Term upon payment by Lessee to Lessor of the rental fee due for the first month of the new Extension Term.

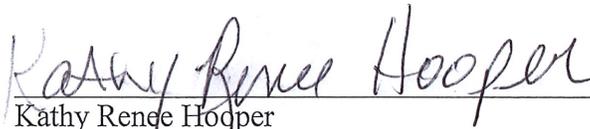
3. Lessee shall pay to Lessor a monthly rental fee payable on or before the 1st of each month. The monthly rental fee shall be One Thousand Dollars (\$1000.00).
4. The Lease shall be amended to add a termination clause stating as follows: "Either Party may terminate this Lease with one hundred and eighty (180) days written notice to the other Party.
5. Except as provided in this Amendment, all terms used in this Amendment that are not otherwise defined shall have the respective meanings ascribed to such terms in the Lease.
6. Except as specifically modified and amended herein, all of the terms, provisions, requirements and specifications contained in the Lease remain in full force and effect. Except as otherwise expressly provided herein, the parties do not intend to, and the execution of the Amendment shall not, in any manner impair the Lease, the purpose of this Amendment being simply to amend and ratify the Lease, as hereby amended and ratified, and to confirm and carry forward the Lease, as hereby amended, in full force and effect.
7. This Amendment shall be construed and government by the laws of the State of North Carolina.

IN TESTIMONY WHEREOF, this Lease has been executed by the Parties, as of the dates set forth in the notary acknowledgements below.

LESSOR:



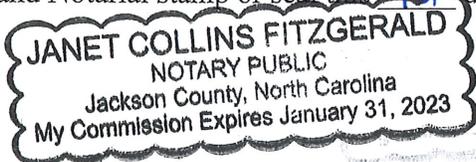
 Keith Hooper

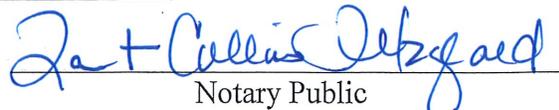


 Kathy Renee Hooper

STATE OF NORTH CAROLINA
 COUNTY OF JACKSON

I, the undersigned Notary Public of the County and State aforesaid, certify that Keith Hooper and Kathy Renee Hooper personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed. Witness my hand and Notarial stamp or seal this 1st day of November, 2019.





 Notary Public

My Commission Expires: 1/31/2023

(NOTARIAL SEAL-STAMP)

LESSEE:

COUNTY OF JACKSON

By: _____
Name: Brian Thomas McMahan
Title: Chairman,
Jackson County Board of Commissioners

Attest:

Angela M. Winchester, Clerk to the Board

STATE OF NORTH CAROLINA

COUNTY OF JACKSON

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 _____, 2018.

(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