



## REQUEST FOR BOARD ACTION

ITEM NO. 10

**DATE OF MEETING:** November 17, 2014

**REQUESTED BY:** Dee Turner, Parks and Recreation Supervisor

**SHORT TITLE:** Resolution Authorizing Approval of Hampstead Kiwanis Park Lease for Additional Park Property

**BACKGROUND:** With the number of youth participants in eastern Pender County, particularly in soccer, football and lacrosse, Hampstead Kiwanis Park is in need of additional field space as well as parking. Hampstead Kiwanis Park, Inc. owns approximately 25 acres adjacent to Hampstead Kiwanis Park. Pender County and Hampstead Kiwanis Park, Inc. have a long standing working relationship to develop and enhance Hampstead Kiwanis Park. To further this relationship, Hampstead Kiwanis Park, Inc. is willing to lease the adjacent property to Pender County to stump, grade and make suitable for general recreational use and parking during clement weather.

**SPECIFIC ACTION REQUESTED:** Authorization Approving of Hampstead Kiwanis Park Lease for Additional Park Property

**COUNTY MANAGER'S RECOMMENDATION**

DM  
Initial

**RESOLUTION**

**NOW, THEREFORE BE IT RESOLVED** by the Pender County Board of Commissioners that

the Board authorizes approval of Hampstead Kiwanis Park Lease for additional park property. The Chairman/County Manager is authorized to execute any/all documents necessary to implement this resolution.

**AMENDMENTS:**

MOVED \_\_\_\_\_ SECONDED \_\_\_\_\_

APPROVED \_\_\_\_\_ DENIED \_\_\_\_\_ UNANIMOUS

YEA VOTES: Williams \_\_\_\_\_ McCoy \_\_\_\_\_ Brown \_\_\_\_\_ Tate \_\_\_\_\_ Ward \_\_\_\_\_

\_\_\_\_\_  
J. David Williams, Jr., Chairman      11/17/2014  
Date

\_\_\_\_\_  
ATTEST      11/17/2014  
Date

STATE OF NORTH CAROLINA

LEASE AGREEMENT

COUNTY OF PENDER

THIS LEASE AGREEMENT, (hereinafter "Lease"), made and entered into this 17<sup>th</sup> day of November, 2014, by and between Hampstead Kiwanis Park, Inc. (hereinafter "Landlord") and Pender County (hereinafter "Tenant").

WITNESSETH :

WHEREAS, Landlord owns certain real property which it wishes to lease to Tenant for the purposes of providing recreational and potential parking to the children and citizens using Hampstead Kiwanis Park; and

WHEREAS, Tenant believes that it is in the best interests of the citizens and taxpayers of Pender County to enter into this Lease for the purpose of providing recreation services;

NOW THEREFORE, IN CONSIDERATION of the mutual terms, covenants and agreements set forth herein, the Landlord hereby leases to the Tenant and the Tenant hereby leases from the Landlord the premises described below (hereinafter "Premises"), upon the following terms and conditions:

1. PREMISES. The Premises consists of real property located in Hampstead, Pender County North Carolina, along State Road #1563 (Sloop Point Road) and as shown more particularly on Exhibit A, attached hereto and incorporated herein and any improvements placed thereon before the term of this Lease.
2. TERM. The initial term of this Lease shall be for a period of twenty (20) years, beginning effective the 17<sup>th</sup> day of November, 2014, (the Effective Date), and terminating at 5:00 P.M. on the day before the twentieth annual anniversary of the

Effective Date, unless sooner terminated as herein provided. Tenant shall take possession of the Premises as of the Effective Date. Any holdover by the Tenant after the expiration of the initial term of this Lease shall be a holdover by the Tenant as a Tenant from month to month, upon the same terms and conditions as provided herein, and may thereafter be terminated by either Landlord or Tenant by giving the other party written notice thirty (30) days prior to the effective date of termination.

3. RENT. Tenant shall pay rent in the amount of Ten Dollars (\$10.00) per annum. Landlord acknowledges receipt of and sufficiency of all rental payments due. In addition, Tenant shall within 180 days of the effective date, grade, stump and otherwise make the Premises suitable for general recreational use and parking during clement weather. Tenant acknowledges and agrees that its commitment to maintain the Premises for the duration of the Lease is a major consideration upon which Landlord relies in agreeing to this Lease.

4. USE OF PREMISES. The Premises shall continually and without interruption be used by Tenant for the purpose of providing recreation, parking and other lawful services related to the use of Hampstead Kiwanis Park. Tenant may with the permission of, and at the sole discretion of, the Hampstead Kiwanis Park Board construct or allow to be constructed bleachers, lights or other facilities to benefit the use of the Premises, but is not obligated to do so and may not do so without the permission of the Park Board. Tenant shall regularly mow the vegetation on the Premises and shall maintain the premises and any improvements which may be allowed by the Park Board.

5. LANDLORD'S OBLIGATIONS. Landlord warrants and represents that it is the fee simple owner of the Premises and is fully authorized to enter into this Lease. Landlord

shall ensure that Tenant is able to exercise its rights under this Lease and shall defend Tenant's right to possession against any adverse claims. Landlord also stipulates that this lease may be specifically enforced to provide Tenant possession.

6. TENANT'S OBLIGATIONS. In addition to the obligations set forth above, Tenant shall cause the Premises to be included under its General Liability Insurance Policy. Should Landlord contend that Tenant has failed to abide by any of its obligations under this Lease, it shall provide Tenant notice of any such breach or failure and 120 days in which to cure such alleged breach.

7. ENTIRE AGREEMENT. This Lease expresses all the terms of the agreement of the parties to lease the Premises and all prior agreements, representations or understandings, oral or written, are merged herein and superseded hereby. There are no representations or agreements between the parties not expressed in this Lease which survive the execution of this Lease and no conditions or contingencies precedent to the effectiveness of this Lease.

8. AMENDMENT. This Lease shall not be modified or amended except by the written and signed agreement of the parties, with specific reference to this Lease.

IN TESTIMONY WHEREOF the parties hereto have duly executed this Lease and affixed their seals thereto in duplicate, as of the day and year first hereinabove written.

LANDLORD:

\_\_\_\_\_  
ADRIAN HANSING  
Chairman, Hampstead Kiwanis Park, Inc.

STATE OF NORTH CAROLINA

COUNTY OF PENDER

I, \_\_\_\_\_, a Notary Public of the State and County aforesaid, certify that \_\_\_\_\_ came before me this day and acknowledged that (s)he is \_\_\_\_\_ of Hampstead Kiwanis Park, Inc and that by authority duly given and as the act of the Corporation, the foregoing instrument was signed in its name by its Chairman.

WITNESS my hand and official seal, this \_\_\_ day of \_\_\_\_\_, 2014.

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

My commission expires: \_\_\_\_\_

TENANT:

Pender County Board of Commissioners

By: \_\_\_\_\_  
J. David Williams,  
Chairman

PENDER COUNTY

I, \_\_\_\_\_, a Notary Public of the State and County aforesaid, certify that Bob Murphy personally came before me this day and acknowledged that he is Clerk to the Board of Commissioners of Pender County, and that by authority duly given and as the act of the Board, the foregoing instrument was signed in its name by its Chairman, sealed with its corporate seal and attested by himself as its Clerk.

WITNESS my hand and official seal, this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

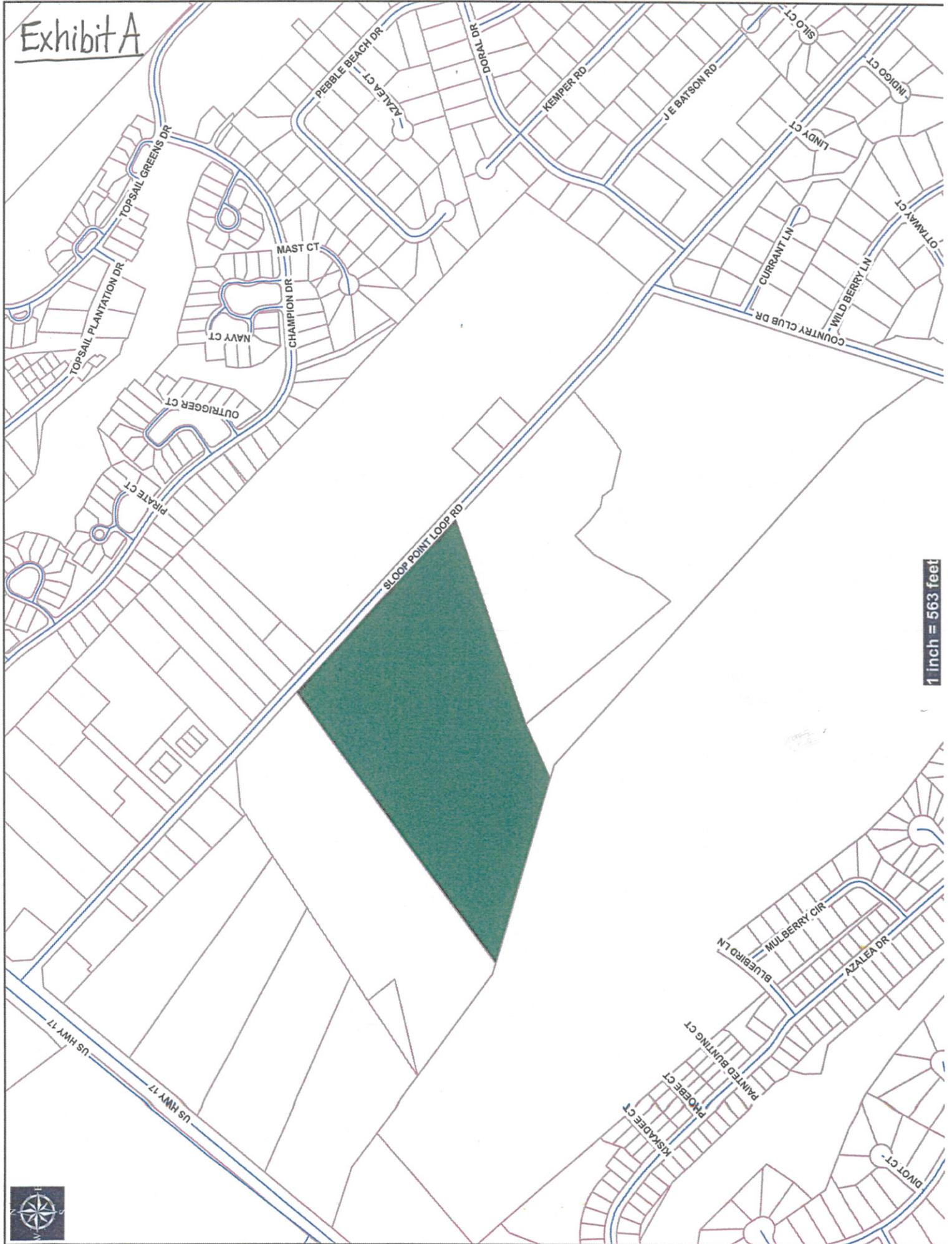
\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

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

\_\_\_\_\_  
SYLVIA BLINSON  
INTERIM PENDER COUNTY FINANCE OFFICER

# Exhibit A



1 inch = 563 feet

