

The Regular Meeting Of The Board Of
Commissioners Met In The Town Hall
November 9, 1965.

Members present

J. Paul Wilson Mayor

W.E. Franks Commissioner

The Mayor called the meeting to order,

The Clerk advised the Board that Referendum would be held March 1, 1966 with reference to Town Employees voting for Town Policemen to be covered by Social Security, W.L. Pye, Town Police has ask that the Town take this step in his behalf.

A motion was made and passed that the Referendum be held on March 1, 1966. Copy of Resolution included in Minutes.

Milton McNeace, owner of the Palmetto Rides in Lake Lure was a visitor at the meeting. He discussed the Parks Area and the possibility of operating the Park Rides for the 1966 Season. Mr. McNeace was informed that a second Party was interested in the area and since there was more than one party interested in the park area, it would have to be put up to the highest bidder. Mr. McNeace was informed that the land would have to be advertised for a period of thirty (30) days and the highest bidder would have to sign a lease agreement.

Lawrence R. Phillips a resident of Lake Lure, recently purchased the Harvey London House from C.E. Havnaer, Mr. Phillips thought that the Boat House, on Town Property, went with the London House, but according to an agreement with Mr. London when the Boat House was built, The Boat house belongs to the Town Of Lake Lure. Refer to Minute Book # 3, Page 6, June Meeting 1951. Mr. Havnaer left, Owing the Town of Lake Lure \$600.00 for Lake Receipts, which would be legal steps for the Town to retain the Boat House .

The Clerk informed the Board there was sufficient Money in Debt Service Account to refund the General Fund \$6200.00 borrowed to buy extra Lake Lure Refunding Bonds. It was agreed by the Board that the money be returned to the General Fund of the Town.

The Clerk was instructed to call Vance Securities Corp. of Greensboro about buying Lake Lure Refunding Bonds in December.

The Clerk was instructed to make a Progress Report to the N.C. State Stream and Sanitation Commission on the Proposed Sewage Plant to be built in the Town.

No other business the meeting adjourned.

Blauche S. Liles

J. Paul Wilson

RESOLUTION

A RESOLUTION BY THE BOARD OF COMMISSIONERS OF THE TOWN OF LAKE LURE TO PROVIDE FOR A REFERENDUM BY THE TOWNS ELEGIBLE EMPLOYEES UNDER PROVISIONS OF ARTICLE 2 OF CHAPTER 135 OF THE GENERAL STATUTES OF NORTH CAROLINA AND UNDER PROVISIONS OF THE GOVERNOR'S EXECUTIVE ORDER OF JULY 21, 1961

BE IT AND IT IS HEREBY RESOLVED BY THE BOARD OF COMMISSIONERS OF THE TOWN OF LAKE LURE AS FOLLOWS:

SECTION # 1 THAT the Board Of Commissioners of the Town of Lake Lure hereby applies to the Agent designated in the Executive Order dated July 21, 1961, by the Governor of North Carolina to hold on March 1, 1966, a Referendum to determine whether or not the Local Governmental Employees' Retirement System, as it applies to eligible policemen as members of this Governmental Unit, shall be Coordinated with the Old Age and Survivors Insurance Provisions of the Federal Social Security Act. Coverage under Social Security Act will become effective on January 1, 1962, for all such Policemen in the service of the Town of Lake Lure on the date that the agreement is Executed by the Secretary of Health, Education and Welfare.

Section # 2-- That the Board of Commissioners of the Town Of Lake Lure has in consideration of the Acceptance of this Application designated the Town Clerk, Blanche B. Liles, whose title is Clerk and Treasurer, as the Referendum Officer to serve as such without compensation under the supervision of and in accordance with instructions of the Agent of the Governor and that it will notify the Eligible Voters not later than ninety days (90) prior to the date of the referendum.

North Carolina
Rutherford County
Lake Lure, N.C.

I, Blanche B. Liles, Clerk to the Board of Commissioners of the Town of Lake Lure do hereby certify that the foregoing to be a true and perfect copy of a Resolution duly adopted and passed by the Board of Commissioners of the Town Of Lake Lure at its Regular Meeting held on the Ninth (9th) day of Novemebr, 1965 at the Town Hall, as the same appears on file and on record in the said Town Hall.

Witness my hand and seal this 10 day of November, 1966

Clerk-- Blanche B. Liles

Blanche B. Liles

Clerk to the Board of Commissioners
Town Of Lake Lure, N.C.

North Carolina
Rutherford County

Lease

This Lease, made this the the 6th day of December, 1965
by and between Richard Washburn and Wife Dorothy Hudson
Washburn, of Lake Lure, N.C., parties of the first part, here-
inafter called the Lessors, and the Town Of Lake Lure, a
Municipal Corporation, organized under the Laws of the State
of North Carolina, party of the Second Part, hereinafter
called the Lessee;

W I T N E S S E T H: _

That the parties of the first part, in consideration of the
sum of \$500.00 and agreements hereinafter mentioned to be kept
and performed by the party of the Second/^{part} do hereby Lease unto the
said party of the second part for a period of 50 years, commencing
on this day, that certain Lot or Parcel of land situated in the
Town of Lake Lure, Chimney Rock Township, Rutherford County,
North Carolina, and described as follows:

Being all of Lot No. 43 of Block 8 of the Chimney Rock
Mountains, Incorporated, Luremont Section No. 1 as shown by Plat
of same duly recorded in the office of the Register of Deeds for
Rutherford County, North Carolina, in Plat Book 2, Page 3, to
which said Plat Reference is hereby made for more particular
description of said property.

TO HAVE AND TO HOLD the above described Lot or parcel
of land unto the party of the second part for the period herein-
above mentioned, upon the following terms and conditions:

The rent for said period shall be the sum of \$500.00 payable in advance with the execution of this Lease.

The purpose for which this Lease is executed will be for the erection, by the party of the second part, without any cost, obligation or liability to the Lessors, a concrete Water Reservoir as a part of the Town's Water System, together with the necessary Water Lines leading from said Reservoir.

It is agreed by the parties that the Lessee shall not cut any trees now growing upon said property except such trees as may be necessary to be cut for the erection of said Reservoir and for the pipe lines leading from same and for a road leading into said Reservoir location.

It is further agreed by the parties that the Lessee, without obligation to the Lessors, will properly land-scape said Lot or Parcel of land, set out such trees or shrubs around said Reservoir as to make the area attractive in appearance and will keep the premises neat and clean at all times.

It is further agreed between the parties that the Lessee shall be responsible for any Ad-Valorem taxes which may be assessed against said property and will keep the premises insured against Public Liability.

It is further agreed that in the event the Lessee shall abandon said property for the purpose hereinabove stated that said property shall revert to the Lessors, free from the obligation of this contract.

This Lease shall not be transferred or signed, nor the premises or any part thereof sub-let by the Lessee, except by and with the written consent of the Lessors first had and obtained.

The Lessors do hereby Covenant and agree with the Lessee that, subject to the terms and conditions hereinabove set forth, the Lessee shall have and enjoy said premises during the term herein provided for, free from adverse claims of any and all other persons whomsoever.

Should the premises or additions under this Lease, be destroyed or rendered unfit for use, during the term of said Lease, by fire or any other casualty, the Lessee may make such repairs or replacements for the purposes hereinbefore mentioned and continue said Lease as before.

It is further understood and agreed by the parties that the Lessee shall have the right to extend the terms of this Lease for an additional period upon such terms and price as may be agreed upon between the parties at such time.

This Lease shall inure to the benefit of and be binding upon the parties hereto, their heirs, executors, administrators and/or assigns.

INTESTIMONY WHEREOF, the parties of the first part have hereunto set their hands and seals, and the party of the second part has caused this Lease to be executed in its Corporate name by its Mayor and attested by its Secretary or Town Clerk and sealed with its Common Corporate Seal, all in duplicate originals, this the day and year first written above.

Richard Washburn

Dorothy Hudson Washburn (Seal)

Town Of Lake Lure

Attest

Shirley D. Liles
Clerk.

By: *J. Paul Williams*

Mayor

North Carolina

Rutherford County

This _____ day of December, 1965, personally came before me _____, a Notary Public for said County and State, Blanche B.Liles, who being by me duly sworn sya that she knows the Common Seal of the Town of Lake Lure and acquainted with Paul Wilson who is the Mayor and presiding member of the said Corporation, and thst she, the said Blanche B.Liles is the Clerk and Secretary of said Corporation and saw the said Mayor sign and affix the Common Seal of said Corporation to said Instrument, and that she, the said Blanche B.Liles signed her name in attestation of said instrument in the presence of said Mayor and President of said Corporation, all by authority of the Board of Commissioners of said Town and Corporation.

Notary Public

My Commission Expires:

North Carolina

Rutherford County

I, _____, a Notary Public for the above County and State, do hereby Certify that Richard Washburn and wife Dorothy Hudson Washburn personally appeared before me this day and acknowledged the due execution of the foregoing annexed instrument, for the purpose therein expressed.

Witness my hand and Notrial Seal, this _____ day of December, 1965.

Notary Public

My Commission Expires:

North Carolina

Rutherford County

The foregoing Certificate of _____ and
_____, Notaries Public of Rutherford
County, are adjudged to be correct. Let the Instrument with the
Certificates be registered.

Witness my hand, at this _____ day of December, 1965

Clerk of Superior Court

The above Instrument was prepared By:

Attorney At Law.