

The Regular Meeting Of The Board Of Commissioners  
Met In The Town Hall December 23, 1965, 7:30 P.M.

Mayor J. Paul Wilson  
Comm. W. E. Franks  
Comm. S. E. Nelson

The Mayor called the meeting to order,

Duke Power Company presented a New Lease for the Street Lights, this Contract called for a reduction in price on street lighting. The Contract was signed by the Mayor and the Town Clerk. One Copy was kept for Town files and the second copy was returned to Duke Power Company.

The Lease on the lot, for the new water reservoir was signed and returned to Richard Washburn, the water reservoir being on a lot belonging to the Washburn family.

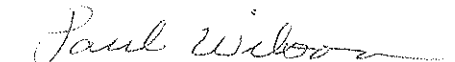
The Clerk was instructed to have Thos. J. Edwards start foreclosure proceedings on the Barge and Sand Pump, the Contract being between the Town Of Lake Lure and Justus Sand And Stone Company of Hendersonville, North Carolina. Proceedings to begin immediately after January 1, 1966.

The Board discussed the Park Area at the Head Waters of the Lake for a Proposed Steam Train and other Rides, Almon Brannon of Atlanta Georgia had ask the Board for a long term Lease on the Area. Mr. Brannon was informed that the Area would have to be put up on a bid basis and would have to be advertised for thirty days, all bids to be in the Town Office on a certain date, as advertised in news papers.

A Resolution was drawn and follows immediately in the Minutes:

No other business the meeting adjourned.

  
Clerk

  
Mayor

A RESOLUTION AUTHORIZING THE LEASING OF A PORTION OF THE AREA ACQUIRED BY THE TOWN OF LAKE LURE, NORTH CAROLINA, BY DEED DATED JULY 22, 1965, FROM CAROLINA MOUNTAIN POWER CORPORATION, FOR A TERM OF TEN YEARS, FOR THE PURPOSE OF OPERATING A 40 GAUGE TRACT RAIL ROAD FOR AMUSEMENT PURPOSES AND OTHER AMUSEMENT DEVICES AS HEREIN DESCRIBED.

BE IT RESOLVED by the Board of Commissioners of the Town of Lake Lure:

That the Town of Lake Lure advertise for bids for leasing or renting certain land hereinafter described, and for such purposes and under such conditions as prescribed, the said advertisement to be run in a newspaper published in Rutherford County as duly required under the laws of the State of North Carolina.

(1) The area to be leased is as follows:

All that Lot, parcel of ground or area situate in Chimney Rock Township, Town of Lake Lure, Rutherford County, North Carolina, adjoining the lands of Washburn, Chimney Rock Baptist Church, Flynn, Mc Curry, Nelson and others and more particularly described as follows:

BEGINNING on a 2 in. iron pipe in the 992 ft. elevation above sea level near the east margin of the right of way of North Carolina Highway 74, said pipe also being near the northeast corner of the Town of Lake Lure boat house located about 500 ft. northeast of the Lake Lure bathing beach, and runs thence N. 60 Deg. E. 930 ft. to a point in the lake near a sand bar; thence North 720 ft. more or less to an iron pin in the 992 ft. elevation above sea level, the said iron pin being the southeast corner of a 12.04 acre tract of land conveyed to J. A. and Nettie Riddick by the Lureland Realty Corporation, by deed dated June 24, 1937, said tract also being shown on a map prepared from a survey by Justice and Miller, Engineers and Surveyors, the said map being of record in Plat Book 2, page 30, in the office of the Register of Deeds for Rutherford County, North Carolina, the said 12.04 acre tract now owned by the heirs of the late Jim Washburn;

thence following the 992 ft. contour above sea level in a generally westerly direction with the boundary lines of Washburn, Chimney Rock Baptist Church, Flynn and others 2185 feet be the same more or less to a stake in said contour on the eastern boundary line of a tract of land formerly owned by Walter McCurry and presently owned by O. T. McCurry; thence South 635 ft. more or less to a stake in the 992 ft. contour elevation above sea level, the said stake being located about 105 ft. North of the northeastern margin of North Carolina Highway No. 74 right of way and approximately 75 ft. from the northeast corner of a small house owned by Sidney Nelson; thence with the 992 ft. elevation above sea level contour generally the north or northeast margin of Highway 74 right of way in a southeasterly and then southerly direction 1230 ft. be the same more or less to the place of BEGINNING, containing 30 acres more or less in area and being a portion of the area conveyed to the Town of Lake Lure by the Carolina Mountain Power Corporation by deed dated July 22, 1965, said deed of record in Book 283, page 651, in the office of the Register of Deeds for Rutherford County, N. C., subject, however, to any state of facts an accurate survey might determine and excepting any area within the boundary not specifically conveyed to the Town by the Carolina Mountain Power Corporation in the deed recorded in Book 283 at page 651.

(2) The land or area above described is being offered for for renting or leasing for the purpose only of operating a steam locomotive operating on a 40 gauge tract rail road for amusement purposes and the following amusement devices and concession: Merry-Go-Round, Ferris Wheel, Tilt-A-Wheel, Octopus, Scrembler, Twister, Toller Coaster, Dodgem, Bully the Whale, Umbrella, Pony Cart and Auto Ride. Concessions for the sale of food, soft drinks, vending machines and souvenirs shall be limited to one building and the same shall not be larger than 5,000 square feet of floor space. The Lessee will be required to fully

comply with all laws, regulations and requirements of the State of North Carolina, County of Rutherford and Town of Lake Lure for safety and sanitation in the construction and operation and also the maintenance of the rail road and equipment and all of the amusement devices and concessions operated on the premises and herein described and specified.

3. The Lessee shall be permitted to use only first class equipment and the erection of any buildings shall be carried out in an attractive workmanlike manner. Any living quarters located on the premises shall be limited to a maximum of ten of the Lessee's employees and the same shall be subject to the approval of the Town of Lake Lure.

4. It is specifically understood that the use of the premises shall be limited to the rail road, amusement devices and concession set out herein and no additions whatsoever will be permitted without the approval by the Town of Lake Lure.

5. The rental which the Lessee shall pay to the Town of Lake Lure shall be 10% of the gross receipts of all money collected on the premises from the operation of said rail road, amusement devices, vending machines, sales of food, soft drinks, souvenirs or any other purpose which receipts are collected. The payment of said rental shall begin 30 days after any portion of the operations begin and said rental is to be paid each month thereafter to the Town of Lake Lure, at the Town Hall in Lake Lure, N. C., however, it is specifically understood that each annual rental shall not be less than \$2,400.00, payable not less than \$200.00 per month, beginning on or before August 1, 1966, and continuing each month thereafter during the term of the lease.

It is also specifically required that the Town of Lake Lure's Clerk or Auditor shall have the privilege of examining the Lessee's books on a monthly basis.

6. The successful bidder and Lessee shall commence the construction of the said rail road track and appurtenant structure incidental thereto and such other amusement devices and concessions as may be agreed upon immediately upon the execution of the lease and shall have same completed and under operation on or before August 1, 1966.

7. The Town of Lake Lure reserves the right to repossess the property if and when any terms of the lease are broken. The property is being offered upon the condition that it not be sub-let by the Lessee unless fully approved by the Town of Lake Lure.

8. The Lessee shall be required to furnish Public Liability Insurance fully protecting the Town of Lake Lure in any amount not less than \$300,000 and with such company the Town of Lake Lure approves. The premium on said policy shall be paid in advance of any construction or operation of any of the amusement devices or concessions and the policy shall be in the hands of the Clerk of the Town of Lake Lure. Annual renewals of the policies shall be paid for and put into effect at least 10 days prior to the expiration of existing policies.

9. It is specifically stipulated that the rail road and amusements devices including concessions shall not be operated or made accessible to the public on Sundays between the hours of 10:00 o'clock A. M. to 12:00 o'clock noon.

10. The Lessee shall install shrubs, flowers and trees to give the property an attractive appearance and shall maintain it in the same manner throughout the term of the lease. Upon the termination of the lease the premises shall be delivered up in good order and condition and any permanent structures or buildings erected thereon shall become the property of the Town of Lake Lure.
11. The Town of Lake Lure reserves the right to enter upon the premises, or any part thereof, at all reasonable hours for the purpose of examining said premises, buildings or equipment to ascertain if the terms of the lease are being properly carried out.
12. The property is being offered under the condition that the Town of Lake Lure and the Lessee shall have the privilege of extending the term of the lease for a period of not more than 10 years, the said period and said terms of rental to be mutually determined by the said Town of Lake Lure and the Lessee. The Lease shall inure to the benefit of and be binding upon the parties thereto, their successors and/ or assigns.
13. During the terms of the lease, should the premises be destroyed or rendered unfit for use or occupancy by the Lessee for the purposes hereinbefore enumerated, by fire, act of God or other casualty, the said lease will therefore be terminated and neither party shall be obligated to the other.
14. The Town of Lake Lure reserves the right to reject any or all bids that may be offered for the leasing of the herein described property.