

MINUTES OF THE REGULAR MEETING OF THE BOARD OF
COMMISSIONERS OF THE TOWN OF LAKE LURE HELD AT
THE TOWN OFFICE IN LAKE LURE, NORTH CAROLINA,
ON THE 26th DAY OF JUNE, 1951.

The regular meeting of the Town Board of the Town of Lake Lure was held at 7 o'clock, P. M., on the 26th day of June, 1951, at the Town office in Lake Lure, N. C. There were present at said meeting L. M. Pearson, Jr., Mayor, and C. Roy Smith and W. C. Allison, Commissioners.

The Town Clerk called to the attention of the Board that T. N. Boyd had paid his 1950 taxes in the amount of \$27.12 twice, and further, that this payment was made through error on Mr. Boyd's part. It appearing to the Board that T. N. Boyd is entitled to a refund of \$27.12, it was upon motion duly made, seconded and unanimously carried, RESOLVED

That the Town of Lake Lure refund to
T. N. Boyd the amount of \$27.12, same being
over payment of his 1950 taxes.

It was brought to the Board's attention that the Town's fiscal year ends on June 30, 1951, and the appropriations for its various departments end that date, and that it will be necessary for the Town to continue to function in its usual way. It was, therefore, upon motion duly made by C. Roy Smith, seconded by W. C. Allison, and unanimously carried, RESOLVED

That the Town's Treasurer be authorized and he is hereby directed to make any necessary expenditures from the Town's funds for the use, maintenance and operation of the Town's affairs until such time that the budget for 1951-1952 fiscal year be prepared and approved by the Board.

Whereas, Chapter 1015 of the Session Laws of 1951 provides a method whereby municipalities may waive their governmental immunity; and Whereas, one provision of said law seems to require positive action on the part of this governing body with respect to whether or not it desires to waive such governmental immunity; and Whereas, it is the opinion of this governing body that the waiving of such immunity is not to the best interest of this municipality, it was, therefore, upon motion duly made and seconded, and unanimously adopted, RESOLVED

That the Town of Lake Lure does not under any circumstances or in any respect as suggested by Chapter 1015 of the Session Laws of 1951, or in any other manner, waive its governmental immunity for damages to property or injury to persons as a result of its activities.

Upon motion duly made, seconded and unanimously carried, the meeting was adjourned.



Mayor



Town Clerk

Supposed to be located adjacent to town property.
London to transfer Boat House to town. Copy of transfer should
be attached to this.

CAROLINA MOUNTAIN POWER CORPORATION

LAKE LURE, N. C.

APPLICATION FOR DOCK AND BOATHOUSE PERMIT

The undersigned, hereinafter referred to as the Applicant, applies to Carolina Mountain Power Corporation, hereinafter referred to as the Company, for a permit to maintain and use, or to construct, maintain and use, as the case may be, a dock and boathouse on Lake Lure and on the property of the Company; and in order to induce and in consideration of the issuance of the permit, the Applicant agrees as follows:

1. If he has heretofore constructed a dock and boathouse, or either, he will at once, upon receipt of written notice from the Company to do so, make the same conform to the Company's requirements, and will continuously thereafter maintain the same in accordance with the Company's requirements. If he has not heretofore constructed a dock or boathouse, or either, he agrees that before constructing either or both he will submit plans for same to the Company, and will construct and thereafter maintain the same in conformity with the plans as approved by the Company and its requirements as they may be made from time to time hereafter.

2. He will pay to the Company such annual permit fees as may hereafter be fixed by the Company. In addition to the annual permit fees, he will pay to the Company or the Town of Lake Lure all fees and licenses that may be required by them, or either of them, for boating and fishing privileges on the lake.

3. The use that the applicant and those acting under him make of the Company's lake and other properties is understood to be permissive and not adverse to the Company, and he and they shall have no rights therein or thereto not expressly stated herein or in the permit.

4. The applicant and all persons acting under him will at all times conform to the rules, regulations and conditions regarding the use of docks, boathouses and the lake that the Company may from time to time promulgate, and his or their conformity and obedience thereto shall be at all times a condition of the exercise of the rights granted by the permit.

5. The Applicant shall make no commercial use of the privileges granted by the permit, and shall not maintain upon his premises a hotel, boarding or rooming house.

6. The Company shall not be responsible for any damage to the Applicant's person or property, or to the person or property of any member of the Applicant's family or household, or any person acting under the Applicant's permit, with the knowledge and consent of the Applicant or any adult member of the Applicant's family or household, regardless of whether such damage is caused by the negligence of the Company or any other person, or otherwise, and the Applicant agrees to indemnify the Company and save it harmless from any loss, liability, cost, damage, demand or expense that may result, directly or indirectly, from any claim made against the Company, its servants or agents, by himself, by any member of his family or household, or by any person acting under his permit, by and with the consent of any adult member of his family or household, for damages to person or property caused by the negligence of the Company or any other person, or otherwise.

7. All rights granted under the permit shall be terminable at the will of the Company upon written notice to the Applicant at the address given below, and upon receipt of such written notice the Applicant shall at once remove from the lake and the Company's property all structures placed thereon, and if he fails to do so for ninety days after receipt of said notice, then such structures shall be and become the property of the Company, and may be removed, retained or otherwise dealt with as the Company sees fit.

WITNESS the hand and seal of the Applicant, this 28 day of June, 1951.

ADDRESS:

Blackburg, N.C.

Harvey R. London (SEAL)