

MINUTES OF THE MEETING OF THE BOARD OF COMMISSIONERS OF THE
TOWN OF LAKE LURE --- Wednesday, September 24, 1969

A special meeting of the board of commissioners was held in the Town Hall at 7:30 o'clock P. M. on the 24th day of September 1969, in pursuance of notice and waiver of notice. The following members of the board were present; J. Paul Wilson, Mayor; Robert B. Jones, Commissioner. Woodrow Price, Commissioner, was absent. Hollis M. Owens, Jr., Town Attorney, was present.

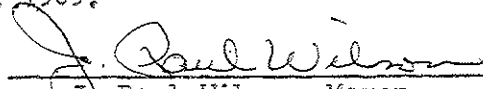
The meeting was held after notice and waiver of notice as follows:

STATE OF NORTH CAROLINA
COUNTY OF RUTHERFORD
TOWN OF LAKE LURE

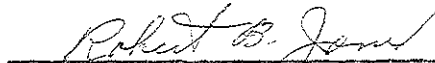
WAIVER OF NOTICE OF SPECIAL MEETING

The undersigned Mayor and Commissioners of the Town of Lake Lure do hereby waive all notice of a special meeting of said Board of Commissioners and agree that said meeting may be held at the Town Hall in Lake Lure, North Carolina, at 7:30 o'clock P. M. on September 24, 1969; and the undersigned further agree that all business properly before said meeting may be transacted at said meeting.

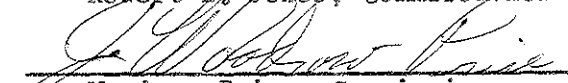
This the 24th day of September, 1969.



J. Paul Wilson, Mayor



Robert B. Jones, Commissioner



Woodrow Price, Commissioner

The Mayor, J. Paul Wilson, called the meeting to order and the clerk read the minutes of the last meeting. The minutes were approved as written.

Mayor Wilson announced that the purpose of the meeting was to decide whether certain real property owned by the Town of Lake Lure containing 2.36 acres of land and embracing what is known as the Penn Memorial Lodge should be advertised for lease to the highest bidder. In the discussion of the matter, it was brought out that this particular real property is not now being used for municipal purposes, and is producing no income.

At the end of the discussion, Commissioner Jones moved, seconded by Mayor Wilson, that the following resolution be adopted.

The following Commissioners voting in the affirmative:

J. Paul Wilson, Mayor
Robert B. Jones, Commissioner

The following Commissioners voting in the negative:

None.

BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE TOWN OF LAKE LURE:

That the Board of Commissioners hereby finds, determines and declares that the tract of land containing 2.36 acres and embracing what is known as the "Penn Memorial Lodge", and more particularly described as follows:

BEGINNING at a stake at a point where the 995 contour, three feet in elevation above the surface of Lake Lure, intersects the center of an old road in a ravine, said stake standing North 62 degrees East 12 feet from a 12 inch maple marked as a pointer, and said stake also standing South 15 degrees West about 1400 feet from the center of the "Island" on Lake Lure, and runs thence with the said old road which leads past the former Dock Jones Residence site, South 37 degrees 10 minutes East 255 feet to an iron pin in the center of the road which traverses the top of the ridge; thence South 65 degrees East 60 feet to a stake in the 995 contour, three feet in elevation above the surface of Lake Lure; thence with the said contour; South 10 degrees 46 minutes West 95.3 feet to a stake in the said contour; thence due West, recrossing the aforesaid road which traverses the ridge at 80 feet, 292 feet to a stake in the 995 contour, said stake standing at the foot of a 4 inch black oak sapling marked a pointer; thence with the 995 contour three feet in elevation above the surface of Lake Lure, in a northwesterly, a northerly, and a southeasterly direction, 580 feet to the point of beginning, and containing 2.36 acres.

TOGETHER WITH all furniture, furnishings, fixtures and equipment located in the lodge situated on the above described real property.

SAVING, EXCEPTING AND RESERVING however from the real property above described, a strip of land 40 feet wide, as a right of way for a road for the benefit of the tract of land lying north of the herein described boundary, the center line of which said strip of land shall begin on an iron pin, the second corner of the above described boundary, and runs South 19 degrees West 126 feet to a stake in the southern boundary line of the above described real property.

is not now being used for municipal purposes, and that public interest and necessity demands the lease of the municipally owned real property hereinabove described, together with all furniture, furnishings, fixtures and equipment located in the said "Penn Memorial Lodge".

That the property hereinabove described be offered for lease to the highest bidder, after due advertisement pursuant to Section 160-59 of the General Statutes of North Carolina, upon the following terms and conditions:

1. The property shall be leased for a term of ten (10) years, to begin with the date of the lease executed by the Town of Lake Lure and the highest bidder for the same.

2. The total rent to be paid by the Lessee shall be an amount not less than \$12,000.00 to be payable in monthly installments of not less than \$100.00 each, the first payment to be due thirty days after the date of the lease executed by the Town of Lake Lure and the highest bidder for the same.

3. Within one (1) year after the date of the lease executed by the Town of Lake Lure and the highest bidder for the same, the Lessee shall make the following repairs, improvements and additions to the building known as the "Penn Memorial Lodge":

(a) Install a new heating system sufficient to heat the entire building;

(b) Install a new hot water heating unit of sufficient size to provide hot water for the kitchen and all bathrooms;

(c) Replace all damaged screens on all windows and doors;

(d) Replace all electrical fixtures which are now missing;

(e) Repair all plumbing facilities and install new floor covering in all bathrooms;

(f) Paint the entire exterior; and

Within two (2) years after the execution of the lease by the Town of Lake Lure and the highest bidder for the same, the Lessee shall put a new roof on the building known as the "Penn Memorial Lodge".

4. The lease shall not be transferable, and the premises therein named cannot be subleased under any conditions.

5. If the property shall be destroyed by fire, flood or other casualty, the lease shall immediately terminate.

6. The property to be leased shall not be used for any purposes or in a manner which will violate any of the laws of the State of North Carolina or any of the ordinances of the Town of Lake Lure, or any of the regulations of the Town of Lake Lure with regard to the use of the lake known as Lake Lure.

7. In the event bankruptcy or any other insolvency proceedings are filed against the Lessee in any court, the lease shall immediately terminate and the Lessor shall have the right to at once resume possession of the property without any legal proceedings. No Receiver, Trustee or any other judicial officer shall ever have any right, title or interest in or to the property hereinabove described by virtue of any lease executed by the Town of Lake Lure.

8. Before occupying the property above described, or any part thereof, the Lessee shall furnish public liability insurance specifically protecting the Town of Lake Lure in the amount of not less than \$100,000.00 with some reliable Company approved by the Town of Lake Lure, and the policy shall be placed in the hands of the Town Clerk with evidence that the premium is fully paid before the property or any portion thereof, is occupied by the Lessee. Each annual payment of the premium shall be made on or before ten days prior to the expiration of the policy and adequate evidence of the renewal of the policy shall be furnished to the Town Clerk.

9. The Lessee shall furnish a fire insurance policy in an amount not less than \$25,000.00, providing extended coverage and to include destruction by wind, lightning, and/or any other act of God, and in which the Town of Lake Lure is the beneficiary.

10. In addition to the liability and fire insurance policies hereinabove mentioned, the Lessee shall hold the Town of Lake Lure harmless from any claims or lawsuits whatsoever arising out of the operation of the premises.

12. The Lessee shall accept the premises to be leased in the physical condition in which the same are now, and the Town of Lake Lure shall be under no obligation whatever to make any repairs or replacements to said premises during the term of said lease.

That throughout the term of the lease, the Lessee will take good care of the demised premises and appurtenances, and suffer no waste or injury; make all repairs, structural and otherwise, both inside and outside, in and about the demised premises and fixtures, and appurtenances necessary to preserve them in good order and condition, which repairs shall be, in quality and class, equal to the original work, and, at the end of the term, quit, and surrender the demised premises in as good order and condition as they were at the beginning of the term, reasonable wear and tear, and damages by the elements excepted.

The Lessee shall have and will assume all duties and obligations with relation to the demised premises and buildings that may be standing or hereafter erected thereon during the term of the lease, and also the maintenance and operation thereof, as if the Lessee were also the owner and Lessor, so that, no matter from what source arising, if anything shall be ordered or required to be done, or omitted to be done, in, on or about the said premises and/or the buildings and improvements thereon, all shall be done and fulfilled at the sole expense and responsibility of the Lessee and without any expense or liability whatever to or on the part of the Town of Lake Lure.

13. The main building located on the property to be leased shall continue to be named and referred to as "Penn Memorial Lodge", and the bronze plaque containing the names of the building committee and the purposes of the "Penn Memorial Lodge" shall be retained in its present location over the fireplace in said lodge.

14. If any of the provisions of the lease are violated by the Lessee, the lease shall immediately terminate and the Town of Lake Lure shall be authorized to immediately re-enter and take possession of the property without giving any notice and without having to resort to any legal proceedings.

NOW, THEREFORE, the Town Clerk is hereby authorized, ordered and directed to comply with the provisions of Section 160-59 of the General Statutes of North Carolina and to advertise, pursuant to said statute, the fact that the above described property will be offered for lease to the highest bidder upon the terms and conditions hereinabove set out, and to include in said advertisement the fact that the Town of Lake Lure reserves the right to reject any and all bids.