

MINUTES OF THE BOARD OF COMMISSIONERS OF THE TOWN OF LAKE LURE
TUESDAY, NOVEMBER 11, 1969

The regular meeting of the board of commissioners was held in the Town Hall at 7:30 o'clock P. M. on November 11, 1969. The following members of the board were present: J. Paul Wilson, Mayor; Robert B. Jones, Commissioner; Woodrow Price, Commissioner. Hollis M. Owens, Jr., Town Attorney, was also present.

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

The Clerk reported to the board that pursuant to action taken by the board at a special meeting held on October 29, 1969, the Lease hereto appended was entered into by the Town of Lake Lure and Herman Sorkey, and that said lease was executed on behalf of the Town of Lake Lure by the Mayor, J. Paul Wilson, and the Clerk.

Upon motion of Commissioner Jones, seconded by Commissioner Price, and unanimously adopted, the Board approved and confirmed the execution of the lease hereto appended by the Mayor, J. Paul Wilson, and the Town Clerk, Blanche B. Liles.

The matter of purchasing boat stickers for the years 1970 and 1971 was discussed. The clerk advised the board that the Town is given a discount price by ordering a two year supply.

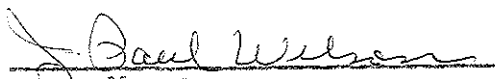
Upon motion of Commissioner Price, seconded by Commissioner Jones, and unanimously adopted, the clerk was instructed to purchase a two year supply of boat stickers and to place the order for said stickers by December 1, 1969.

The amount to be charged for Lake Lure licenses and boating and fishing permits for the 1970 season was discussed. Upon motion of Commissioner Jones, seconded by Commissioner Price, and unanimously adopted, the board agreed not to make any change in the prices to be charged for licenses and boating and fishing permits, and to leave said prices the same as those charged in 1969. The Clerk was instructed to give Spindale Press of Spindale, North Carolina, the order for the printing of the 1970 Fishing and Boating permits.

The matter of leasing the property owned by the Town of Lake Lure, and formerly occupied by the Western North Carolina Scenic Railroad, Inc. for the 1970 season was discussed. No decision was made and no action was taken.

There being no further business, the meeting adjourned at 9:00 o'clock P. M.


Town Clerk


Mayor

NORTH CAROLINA

RUTHERFORD COUNTY

L E A S E

THIS LEASE, made and entered into this 15TH day of November, 1969, by and between the TOWN OF LAKE LURE, a Municipal Corporation organized and existing under the laws of the State of North Carolina, party of the first part (hereinafter called Lessor) and HERMAN SORKEY of Rutherford County and State of North Carolina, party of the second part (hereinafter called Lessee);

WITNESSETH:

WHEREAS, the Board of Commissioners of the Lessor adopted a resolution on September 24, 1969, authorizing the execution of a lease covering the premises hereinafter described on certain terms and conditions contained in said resolution and after due advertisement as required by law; and

WHEREAS, prior to bidding on said lease, the Lessee notified the said Board of Commissioners that in the event his bid should be the highest of those placed, and should be accepted by the said Board of Commissioners, he would agree to execute and be bound by a lease containing certain terms and conditions in addition to those contained in the resolution adopted on September 24, 1969; and

WHEREAS, after due advertisement according to law, such lease was duly sold at public auction on October 28, 1969, to the Lessee, who was the highest bidder therefor and whose bid was duly accepted by resolution adopted by the Board of Commissioners of Lessor on October 29, 1969.

NOW, THEREFORE, the party of the first part, in consideration of the rents, covenants and agreements hereinafter mentioned to be kept and performed by the party of the second part, does hereby lease and rent unto the party of the second part for a period of ten (10) years, commencing on or about November 1, 1969, or as soon thereafter as full possession of the

however, that possession of said property shall be delivered to the said Lessee on or before April 1, 1970. Said property is situate in the Town of Lake Lure, Rutherford County, North Carolina, in Chimney Rock Township, and is 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 as 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 or 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.

TO HAVE AND TO HOLD the above described premises, together with all privileges and appurtenances thereunto belonging to the party of the second part, his heirs and assigns, for the period hereinabove mentioned upon the following terms and conditions:

1. The rent during the period shall be a total of Eighteen Thousand (\$18,000.00) Dollars, payable on a basis of One Hundred Fifty (\$150.00) Dollars per month, or One Thousand Eight Hundred (\$1,800.00) Dollars per year, the said rental shall be paid monthly, with the first payment to become due 30 days after the date upon which possession of the property is delivered to the Lessee, with the remaining monthly payments to be due at the expiration of each thirty (30) day period thereafter.

hereinaabove described, and known as "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; and
- (f) Paint the entire exterior.

3. The Lessee agrees to put a new roof on the building located on the above described property and known as "Penn Memorial Lodge" within two (2) years after the date this lease becomes effective.

4. This lease shall not be transferrable and the premises described herein cannot be subleased under any conditions.

5. If the building known as the "Penn Memorial Lodge", situate on the property above described, shall be destroyed by fire, flood, or other casualty, this lease shall immediately terminate.

6. The property 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 governing the use of the Lake known as Lake Lure.

7. The Lessee shall neither do nor permit to be done on the premises herein demised, anything calculated to cause a nuisance, annoyance, or inconvenience to adjoining property owners in the neighborhood in which said premises are located. The Lessee agrees that the decision of the Board of Commissioners shall be final and binding on him as to the question of whether any act done or thing maintained on the premises herein demised shall constitute a breach of this covenant against the maintenance of a nuisance, annoyance or inconvenience on the demised premises, and upon a finding by said Board of Commissioners that this covenant has been breached

lease shall terminate and the Lessor shall have the right to at once resume possession of the property without having to resort to any legal proceedings whatsoever.

8. In the event bankruptcy or any other insolvency proceedings are filed against the Lessee in any court, this lease shall immediately terminate and the Lessor shall have the right to at once resume possession of the property without having to resort to any legal proceedings whatsoever. 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.

9. 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 an amount of not less than One Hundred Thousand (\$100,000.00) Dollars, with some reliable Company approved by the Town of Lake Lure, and the Lessee shall furnish a fire insurance policy in an amount of not less than Twenty Five Thousand (\$25,000.00) Dollars 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, and said public liability insurance policy and fire insurance policy shall be placed in the hands of the Town Clerk of Lake Lure, with evidence that the premiums are fully paid thereon before the property or any portion thereof is occupied by the Lessee. Each annual payment of the premiums shall be made on or before ten (10) days prior to the expiration of said policies and adequate evidence of the renewal of said policies shall be furnished to the Town Clerk.

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

11. The Lessee agrees to pay any taxes or assessments which may

under no obligation whatsoever to make any repairs or replacements to said premises during the term of this lease.

Throughout the term of this 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 this 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 building 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 Lessee agrees that the main building located on the property hereby leased shall continue to be named and referred to as "Fenn Memorial Lodge", and the bronze plaque containing the names of the building committee and the purposes of the "Fenn Memorial Lodge" shall be retained in its present location over the fireplace in said building.

14. This lease is made upon the express condition that if the Lessee shall neglect to make any payment of the rent when due, and shall remain in default thereof for a period of fifteen (15) days, the Lessor, its successors and assigns, may enter upon said premises and expel the

15. The Lessee agrees that if any of the provisions of this lease are violated by him, the lease shall immediately terminate, and the Town of Lake Lure, its successors and assigns, 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 whatsoever.

16. The lessor does 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 the adverse claims of all persons whomsoever.

IN TESTIMONY WHEREOF, the Town of Lake Lure has caused this Lease to be executed in its corporate name by its Mayor and attested by its Town Clerk and its corporate seal to be hereunto affixed all by authority of its Board of Commissioners duly given, and the said Herman Sorkey has hereunto set his hand and seal, all in duplicate originals, one of which is retained by each of the parties, the day and year first above written.

TOWN OF LAKE LURE - Lessor

By: S/J. PAUL WILSON
Mayor

ATTEST:

S/ BLANCHE B. LILES
Town Clerk

TOWN SEAL

Herman Sorkey (SEAL)
Herman Sorkey - Lessee

NORTH CAROLINA

RUTHERFORD COUNTY

This the 4 day of November, 1969, personally came before me,
Norma C. Miller, a Notary Public for said County and State,
 Blanche B. Liles, who being by me duly sworn, says that she knows the
 common seal of the Town of Lake Lure and is acquainted with J. Paul Wilson,
 the Mayor of said Municipal Corporation, and that she, the said Blanche
 B. Liles is the Town Clerk and Treasurer of said Municipal Corporation,
 and saw the said J. Paul Wilson, Mayor, sign and affix the corporate seal
 of said municipal corporation to the foregoing lease, and that she, the
 said Blanche B. Liles, signed her name in attestation of said lease in
 the presence of the said J. Paul Wilson, Mayor of said municipal corporation,
 all by authority of the board of commissioners of the Town of Lake Lure.

Witness my hand and notarial seal.

My commission expires:

s/ Norma C. Miller
 Notary Public

MARCH 31, 1971

N.P.
 SPAT

NORTH CAROLINA

RUTHERFORD COUNTY

I, JULIE W. COOPER, a Notary Public of said County and
 State, do hereby certify that HERMAN SORKEY, personally appeared before me
 this day and acknowledged the due execution of the foregoing lease, for
 the purposes therein expressed.

Witness my hand and notarial seal, this the 3rd day of November,
 1969.

s/ JULIE W. COOPER
 Notary Public

My commission expires:

May 20, 1971