

NORTH CAROLINA  
COUNTY OF JACKSON

## LEASE AGREEMENT

**THIS LEASE AGREEMENT** is made this the 1<sup>st</sup> day of July, 2022, by and between the **JACKSON COUNTY BOARD OF EDUCATION**, a Corporate body formed under the laws of the State of North Carolina, hereinafter referred to as “Lessor” and the **COUNTY OF JACKSON**, a body politic and subdivision of the State of North Carolina, hereinafter referred to as “Lessee,” with Lessor and Lessee collectively referred to as the “Parties.”

### STATEMENT OF PURPOSE

**WHEREAS** Lessor is the owner of two tracts of real property including softball field and related facilities, located on Webster Road adjoining the property owned by Southwestern Child Development Commission at 1528 Webster Road, in the town of Webster in Jackson County; and,

**WHEREAS** Lessor desires to lease the above referenced property and facilities described herein;

**NOW, THEREFORE**, in consideration of the leased premises and the mutual covenants hereinafter set forth, Lessor hereby leases unto Lessee, and hereby leases from Lessor, the property described herein, to have and to hold, and all privileges and appurtenances thereunto belonging unto Lessor on the following terms and conditions:

Leased Premises: The Lessor hereby leases to the Lessee the following property: Being and Comprehending the approximate 5.19 acres conveyed to the County Board of Education of Jackson County in Deed Book 36 at Page 302, Jackson County Public Registry on June 14<sup>th</sup>, 1905 and the .54 acres more or less conveyed to Jackson County Board of Education in Deed Book 998 at Page 174, Jackson County Registry on June 8<sup>th</sup>, 1998.

Terms and Use: The term of this lease shall be from the date of execution of this agreement, and ending on June 30, 2047. The leased premises shall be used by the Lessee for the sole purpose of establishing, operation and maintaining a recreational facility to be operated by the Lessee, and may not be used for any other purpose without the written consent of the Lessor.

Rent: Lessee will be responsible for making all upgrades and improvements necessary to said premises for use by Lessee. Any improvements or renovations made shall become the property of Lessor. In consideration for said improvements, Lessee will tender payment of one-dollar (\$1.00) due and payable upon the execution of the lease and, payment in each subsequent year is due on or before July 1 during any year of this lease.

Condition and Repairs: Lessee agrees to accept said premises in their present condition, to keep the property in good state of repair, to make any repairs, renovation, alterations, and improvements it deems necessary to make full use of the property and to return said premises to the Lessor in as good condition as the same now are, ordinary wear and tear excepted.

Maintenance: The parties hereto agree that the Jackson County Recreation and Parks Department will be responsible for the maintenance of the outdoor facilities places upon the area.

Utilities: The parties hereto agree that the Lessee will pay for all utilities on outdoor facilities unless use by school activities causes utility costs to become excessive. In such case, a system of pro-rating utility costs will be devised by a joint committee from the County of Jackson and the Jackson County Board of Education.

Reservation of Use: During the High School season for Women's Softball, the Lessor will have priority use of the property for Women's softball games and practices and for use of the batting cages. The Lessor shall not have the right to use any other buildings located on said premises, unless written permission is received from the Lessee.

Restrictions: Lessor does hereby contract and agree that it will not permit school activities to use the area leased to the Lessee on rainy or snowy days or other days when the use of said area would cause unnecessary damage or cause the Lessee to expend unnecessary time or money in returning the area to its normal condition.

Assignment: The Lessee may not assign or sublet the whole or any part of the leased premises without the written consent and approval of the Lessor.

Renewal: Unless otherwise terminated prior to June 30, 2047, this Lease shall automatically renew on a year to year basis.

Termination of Lease other than Default: Lessor or Lessee may terminate this Lease without cause upon one-hundred eighty (180) days written notice to the other party. If Lessor terminates this agreement within the first ten (10) years, Lessor will be responsible for reimbursement of any unamortized portion of cost associated with renovation of the leased premises.

Disclaimer of Warranties: Lessor makes no warranty or representation, either express or implied, as to the value, design, condition, merchantability or fitness for a particular purpose or fitness for a particular use of the leased property or any part thereof or any other representation of warranty with respect to the leased property or any part thereof. Lessor is not liable for any direct or indirect, incidental, special or consequential damage in connection with or arising out of this Lease or the existence, furnishing, functioning or use by anyone of any item, product, or service provided for herein.

Modification of Lease: This Lease Agreement contains all of the terms and conditions agreed to by the Lessor and the Lessee concerning the Lease of the above-described premises. There are no oral terms or conditions agreed to by the parties hereto which are not contained in this written agreement. There shall be no modification of this Lease Agreement unless the modification is in writing and signed by both parties.

Partial Invalidity: If any term, covenant, condition or provision of this Lease shall, to any extent, be invalid or unenforceable, the remainder of this Lease shall not be affected thereby, and shall be valid and enforceable to the fullest extent permitted by law.

Governing Law and Venue: This Lease shall be governed by and construed in accordance with the laws of the State of North Carolina, and venue of any dispute between the parties shall be in Jackson County, North Carolina.

Execution: Lessor and Lessee each represent and warrant to the other that all necessary authorizations and approvals required for execution and performance of this Lease have been given and that the undersigned individual or individuals is or are duly authorized to execute this Lease and bind the

party for which it signs. This Lease may be simultaneously executed in several counterparts, each of which is an original and all of which constitute but one and the same instrument.

Liability: This Lease is an agreement with a non-school group to use school property for other than school purposes and the use is consistent with the proper preservation and care of the public school property and otherwise in accordance with N.C.G.S. § 115C-524(b) and sections F and G of the Jackson County Board of Education Policy # 5030.

Damages and Insurance: Lessee is responsible for all damages to school facilities, except normal wear and tear, property or equipment that occurs while the facility is being used by the Lessor and that is caused by Lessor or its students or invitees. Lessee is required to furnish Lessor with a certificated for general liability coverage with a minimum coverage of \$1,000,000 for each claim made.

**IN WITNESS WHEREOF**, the parties hereto have caused this Lease to be executed in their corporate names by their duly authorized officers, all as of the date first above written.

**[SEAL]**  
**ATTEST:**

**JACKSON COUNTY,  
NORTH CAROLINA**

\_\_\_\_\_  
Angela M. Winchester  
Clerk, Board of Commissioner

By: \_\_\_\_\_  
Brian Thomas McMahan  
Chairman, Board of Commissioners

**[SEAL]**  
**ATTEST:**

**THE JACKSON COUNTY BOARD OF  
EDUCATION**

\_\_\_\_\_  
Cora Fields  
Assistant, Board of Education

By: \_\_\_\_\_  
Ali Laird-Large, Chairwoman

This instrument has been preaudited in the manner required by The Local Government Budget and Fiscal Control Act.

\_\_\_\_\_  
Darlene Fox, Finance Officer Jackson County, North Carolina

**STATE OF NORTH CAROLINA; JACKSON COUNTY**

I, \_\_\_\_\_, a Notary Public, do hereby certify that ANGELA M. WINCHESTER personally appeared before me this day, with whom I am personally acquainted, who, being by me duly sworn, says that she is the Clerk to the Board of Commissioners of the County of Jackson, and that BRIAN THOMAS MCMAHAN is the Chairman of the Board of Commissioners of Jackson County, the entity which executed the foregoing and annexed instrument; that she knows the common seal of said County of Jackson; that the seal affixed to the name of the County of Jackson was subscribed thereto by said Chairman of the Board of Commissioners and that said Chairman of the Board of Commissioners and said Clerk to the Board of Commissioners subscribed their names thereto, and said common seal was affixed by order of the Board of Commissioners, and said instrument is the act and deed of said County of Jackson.

Witness my hand and official seal this \_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

**STATE OF NORTH CAROLINA; JACKSON COUNTY**

I, \_\_\_\_\_, a Notary Public of said State and County, do hereby certify that \_\_\_\_\_, with whom I am personally acquainted, who, being by me duly sworn, says that they are the Secretary to The Jackson County Board of Education and that \_\_\_\_\_ is the Chairman of that Board, the Board described in and which executed the foregoing instrument; that he knows the common seal of said Board; that the seal affixed to the foregoing instrument is said common seal, and the name of the Board was subscribed thereto by the said Chairman, and that said Chairman and Secretary subscribed their names thereto, and said common seal was affixed, all by order of the Board and that the said instrument is the act and deed of said Board.

Witness my hand and official seal this \_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_