

NORTH CAROLINA
JACKSON COUNTY

LEASE

This CONTRACT OF LEASE is made and entered into this ___ day of _____, 2024, by and between THE COUNTY OF JACKSON, a body politic, organized and existing under and by virtue of the laws of the State of North Carolina, Sylva, North Carolina, party of the first part (hereinafter "County"); and JACKSON COUNTY COON HUNTERS ASSOCIATION, party of the second part (hereinafter "Tenant"), both of Jackson County North Carolina;

WITNESSETH :

That subject to the terms and conditions hereinafter set forth, County does hereby lease unto the Tenant and the Tenant does hereby accept as Lessee from the County, a certain tract of land located in Scotts Creek Township, Jackson County, North Carolina, and more particularly described as follows:

BEING all of that 3.81 acre tract as shown on a plat entitled "Jackson County Coon Hunters Association" prepared by Thomas Harvey Cabe, Professional Land Surveyor, dated June 30, 1999, and recorded in Plat Cabinet 9, Slide 940, Jackson County Public Registry.

TOGETHER WITH existing rights of way and proposed right of way as shown on said plat.

The terms and conditions of this Lease are as follows:

1. **TERM**

This Lease shall begin as of the date hereof, and unless sooner terminated as herein provided, shall exist and continue for ten (10) years with two (2) additional terms of the same duration.

2. **RENTAL**

As rental for said premises, the Tenant shall pay the County of sum of One Hundred Dollars (\$100.00) per year. The first year's rent shall be due upon the execution of this Lease, and on the same date of each subsequent year thereafter.

3. **MAINTENANCE**

It is understood and agreed that the Tenant accepts said premises in the physical condition in which the same now are, and that the County shall be under no obligation whatsoever to make

any repairs or replacements, or to perform any maintenance, on such premises during the term of this Lease.

All repairs and improvements made by the Tenant shall be considered a part of the real estate.

4. **USE OF PREMISES**

The Tenant agrees that the above property will be used for: activities reasonably associated with coon hunting; utilization by the Jackson County 4H Shooting Club for practices; and utilization by F.I.R.E. Fuel Intervention for Rural Elderly program sponsored and administered by the Jackson County Department of Aging.

5. **DAMAGE OR DESTRUCTION**

Should the premises be destroyed or rendered unfit for use and occupancy by fire or other casualty, this Lease shall thereupon terminate.

6. **BANKRUPTCY OR INSOLVENCY OF TENANT**

It is expressly agreed that if at any time during the term of this Lease the Tenant should be adjudged bankrupt or insolvent by any Federal or State court of competent jurisdiction, the County may at its option declare this Lease terminated and canceled and take possession of the premises.

7. **OPTION BY TENANT TO TERMINATE LEASE**

If the Tenant has paid all installments of rental theretofore due and has done and performed all matters and things herein specified to be done and performed by it, it may at any time after one year from the date hereof terminate this Lease by giving to the County 10 days written notice of its intentions to do so.

8. **OPTION TO EXTEND**

Provided all rent theretofore due has been paid and all conditions of this Lease have been property complied with by it, the Tenant may with the consent of the County extend this lease for an additional term of ten (10) years, by giving to the County written notice of its intention to do so not later than 30 days before the end of the Lease; and in the event of such extension of all the terms and conditions as set forth herein shall continue in full force and effect except that during such extension the rental shall be renegotiated. The Tenant shall have a total of two (2) such successive options to extend, and the County shall not unreasonably withhold its consent for renewal.

9. **INDEMNIFICATION**

Tenant agrees to indemnify and hold County harmless regarding any damages or injuries which may occur as a result of the activities of Tenant, whether on or off the premises which is the subject of this Lease.

10. **FORFEITURE FOR NONCOMPLIANCE**

It is expressly agreed that if any part of Lease is violated or not complied with, in the sole discretion of the County, such event shall be deemed an immediate and irreparable injury to the County, and the County may at its option immediately declare this lease terminated and shall take possession of the premises.

11. **RIGHT TO TERMINATE**

The County reserves its right to unilaterally terminate this Lease without recourse for the Tenant upon the occurrence of a natural and inevitable necessity, one arising wholly above the control of human agencies, independent of the County's actions and not preventable by the exercise of prudence, diligence and care.

12. **NONASSIGNMENT**

The Tenant may not assign this Lease without the express written permission of the County.

IN TESTIMONY WHEREOF, said parties have executed this contract in duplicate originals, one of which is retained by each of the parties.

COUNTY OF JACKSON

By: _____
**Mark Letson, Chairman
Board of Commissioners**

ATTEST:

Clerk, Board of Commissioners

(SEAL)

STATE OF NORTH CAROLINA
COUNTY OF JACKSON

I, _____, a Notary Public, do hereby certify that ANGIE WINCHESTER personally appeared before me this day and acknowledged that she is the Clerk of the Board of Commissioners for Jackson County and acknowledged, on behalf of the Board of Commissioners of Jackson County, the due execution of the foregoing instrument.

WITNESS my hand and Notarial Seal, this the ____ day of _____ 2024.

My Commission Expires

NOTARY PUBLIC

**JACKSON COUNTY COON HUNTERS
ASSOCIATION, INC.**

President

ATTEST:

, Secretary

(SEAL)

STATE OF NORTH CAROLINA
COUNTY OF JACKSON

I, _____, a Notary Public for said County and State, do hereby certify that _____ personally appeared before me this day and acknowledged that he is the Secretary of the JACKSON COUNTY COON HUNTERS ASSOCIATION, INC., and acknowledged on behalf of Jackson County Coonhunters Association, Inc. the due execution of the foregoing instrument.

WITNESS my hand and Notarial Seal, this the ____ day of June, 2024

My Commission Expires:

NOTARY PUBLIC