

This instrument prepared by:
W. Paul Holt, Jr.
P. O. Box 217
Sylva, NC 28779

12857

NORTH CAROLINA
JACKSON COUNTY

LEASE

THIS LEASE AGREEMENT, made and entered this 21 day of September, 2004, between **CASHIERS VALLEY COMMUNITY COUNCIL, INC.**, (Landlord), and **COUNTY OF JACKSON**, (Tenant).

WITNESSETH:

In consideration of Ten Dollars (\$10.00) and other valuable consideration, and the mutual promises, covenants and conditions set forth herein, the sufficiency and receipt of which is hereby acknowledged, the parties hereto do hereby covenant and agreed as follows:

1. Landlord hereby leases and rents to Tenant the premises described as follows:

TRACT ONE: Being and comprehending the 4.5 acre tract described by deed recorded in Book 1148, Page 357, Jackson County Public Registry, to which deed as so recorded reference is had.

LESS AND EXCEPT the buildings located thereon as follows:

1. The building housing the Southwestern Child Development Center;
2. The building housing the Cashiers-Glenville Volunteer Fire Department, Inc.;
3. For the term of three (3) years only, the building housing the Community Center.

TOGETHER WITH AND SUBJECT TO that same right of way conveyed by deed dated May 28, 1963, from Maggie Zachary (widow) to Cashiers Valley Community Center, Inc., recorded in Book 270, Page 385, Jackson County Public Registry, to which deed as so recorded reference is had.

TRACT TWO: Being and comprehending the 3.81 acre tract described by deed recorded in Book 1200, Page 17, Jackson County Public Registry, TOGETHER with and SUBJECT to the same rights of way and water rights set forth therein, to which deed as so recorded reference is had.

TRACT THREE: Being and comprehending the same lands conveyed by deed recorded in Book 1078, Page 565, Jackson County Public Registry, to which deed as so recorded reference is had.

2. This Lease shall be in effect for a term of forty years, commencing on July 1st 04 and terminating on July 1st, 2044.

3. Tenant shall pay Landlord the annual rent of One Dollar (\$1.00) during said term, payable in advance.

4. Tenant covenants and agrees:

a. Upon the expiration of the lease it will return possession of the leased premises in its present condition, reasonable wear and tear, and fire casualty excepted. Tenant shall commit no waste to the leased premises.

b. It shall maintain the grounds of the subject premises.

b. It shall maintain, at its expense, insurance covering all facilities and grounds.

c. It shall comply with all building, zoning and health codes and other applicable laws for said leased premises.

d. It shall not conduct a business on said property and shall only use said properties for recreational purposes and programs; provided, however, that Tenant shall allow historical programs and activities of Landlord not in conflict with the ongoing recreational programs and facilities.

e. In the event Tenant ceases to use the leased property for recreation purposes and programs, this Lease shall terminate and Landlord shall have the right to re-enter and claim possession of the leased premises.

5. This Lease shall be binding upon and inure to the benefit of the parties, their successors, assigns, and personal representatives.

IN WITNESS WHEREOF, the parties hereto have hereunto affixed their hands and seals, the day and year first above written, to duplicate originals.

CASHIERS VALLEY COMMUNITY COUNCIL, INC.
By: [Signature]

ATTEST:

(CORPORATE SEAL)

COUNTY OF JACKSON
By: [Signature]
K. Stacy Buchanan, Chairman
Jackson County Board of Commissioners

ATTEST:

[Signature]
Evelyn B. Baker, Clerk to the Board
(SEAL)

NORTH CAROLINA
JACKSON COUNTY

I, Claire Marie Bungasser, a Notary Public, do hereby certify that Scott J. Tussaw personally appeared before me, with whom I am personally acquainted, who, being by me duly sworn, says that he/she is the President, and that Scott J. Tussaw is the _____ Secretary of Cashiers Valley Community Council, Inc., the corporation described in and which executed the foregoing and annexed instrument; that he knows the corporate seal of said Corporation; that the seal affixed to the foregoing instrument is said seal; that the name of the said President and _____ Secretary was subscribed thereto by said Chairman and that said President and _____ Secretary subscribed their names thereto and said seal was affixed, all by order of the members of the Board of Directors of the corporation, and said instrument is the act and deed of said Board.

Witness my hand and notarial seal this the 6 day of October, 2004.

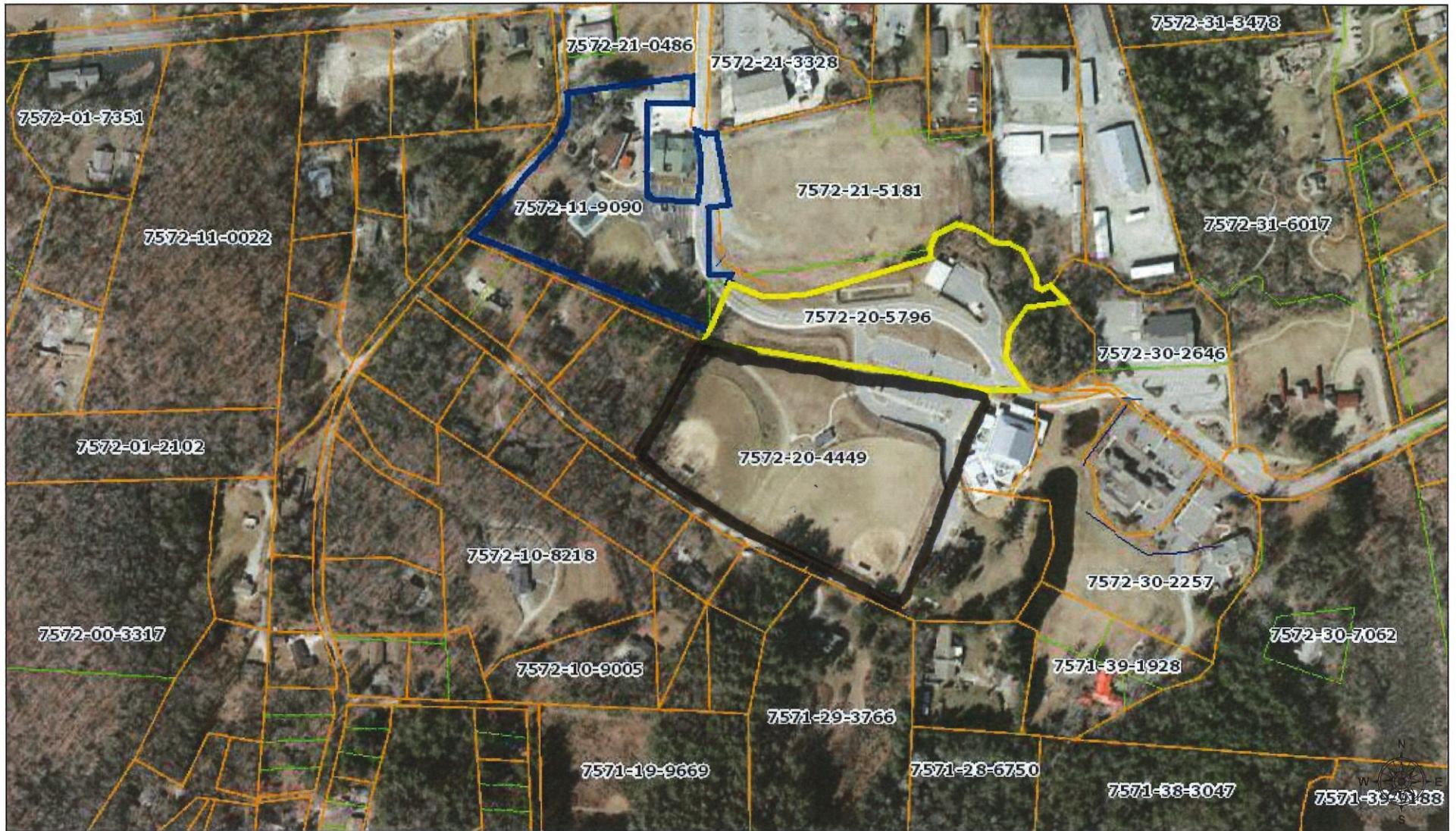
(SEAL) Claire Marie Bungasser, Notary Public
My Commission expires:
June 27, 2008

NORTH CAROLINA
JACKSON COUNTY

I, PAT C. PARRIS, a Notary Public, do hereby certify that STACY BUCHANAN personally appeared before me, with whom I am personally acquainted, who, being by me duly sworn, says that EVELYN B. BAKER is Clerk to the Board, and that he is the Chairman of the Board of County Commissioners for Jackson County, North Carolina, the entity described in and which executed the foregoing and annexed instrument; that he knows the common seal of said County; that the seal affixed to the foregoing instrument is said common seal; that the name of the said Board of County Commissioners was subscribed thereto by said Chairman and that said Chairman and Clerk subscribed their names thereto and said common seal was affixed, all by order of the members of the Board of Commissioners for Jackson County, North Carolina, and said instrument is the act and deed of said Board of Commissioners.

Witness my hand and notarial seal this the 21 day of Sept, 2004.

(SEAL) PAT C. PARRIS, Notary Public
My Commission expires: 07:04:05

September 21, 2017

