

THIS LEASE AGREEMENT ("Agreement") is made and entered into this ____ day of _____, 2025, by and between Shirley Church and/or any beneficiaries and/or heirs (hereinafter referred to as the "Lessor") and the County of Ashe, a body corporate and politic of the State of North Carolina (hereinafter referred to as the "Lessee").

1. Premises

Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the real property located at 961 US Highway 221 Business, West Jefferson, North Carolina 28640, including two parcels identified by Parcel ID Numbers 19223001682 and 19223001695 (collectively, the "Premises") for the price of \$1.

2. Term

The initial term of this Lease shall be for a period of twelve (12) months, commencing on the ____ day of _____, 2025, and ending on the ____ day of _____, 2026, unless earlier terminated in accordance with the provisions of this Lease.

3. Rent

This Lease is granted for valuable consideration, the receipt and sufficiency of which are hereby acknowledged. The parties agree that no monetary rent shall be due during the term of this Lease.

4. Purchase of Property

In the event that the Lessee determines that it would like to obtain permanent ownership of the Premises, the Lessor agrees to transfer the Premises to the Lessee for a cost of \$1

5. Use of Premises

The Premises shall be used by Lessee solely for the purposes of:

- Geotechnical investigation and testing of soil conditions, including but not limited to excavation and boring;
- Preparation and submission of documentation necessary to apply for a Special Use Permit with the Town of West Jefferson;
- Design and development of an engineered site plan for potential future use and cost estimates associated with development.

6. Geotechnical Investigation

Lessee and its contractors, agents, or assigns shall be permitted to dig, bore, and otherwise disturb the surface and subsurface of the Premises at various locations for the purposes of assessing the geotechnical characteristics of the property. Lessee agrees to perform such work in a safe and professional manner and to restore disturbed areas reasonably upon completion.

7. Extension of Lease

If, by the end of the initial lease term, Lessee has:

- Not completed all work associated with obtaining the necessary information to apply for a Special Use Permit with the Town of West Jefferson, and/ or
- Not established an engineered site plan for the Premises with cost estimates for development work,

then Lessee may, upon written notice to Lessor provided prior to the expiration of the initial term, extend the Lease for one (1) additional term of twelve (12) months under the same terms and conditions set forth herein.

8. Right of First Refusal for One Dollar

During the duration of this contract the Lessee has the right of first refusal on any agreements for the permanent transfer of ownership of the Premises for \$1.

9. Access and Right of Entry

Lessor grants Lessee and its agents, employees, and contractors the right to access the Premises at reasonable times during the lease term to carry out the activities described in this Agreement.

10. Insurance and Liability

Lessee shall maintain appropriate liability insurance covering its activities on the Premises and shall ensure that any contractors or subcontractors engaged by Lessee also carry appropriate insurance coverage. Lessee agrees to indemnify and hold harmless Lessor from and against any claims, damages, or liabilities arising from its use of the Premises, except to the extent caused by the gross negligence or willful misconduct of Lessor.

11. Entire Agreement

This Lease contains the entire agreement between the parties and may not be modified except in writing signed by both parties.

12. Governing Law

This Lease shall be governed by and construed in accordance with the laws of the State of North Carolina.

IN WITNESS WHEREOF, the parties hereto have executed this Lease Agreement as of the date first above written.

LESSOR:
Shirley Church _____
Date: _____

LESSEE:
County of Ashe
By: Todd McNeil, Chair of the Board of Commissioners _____
Date: _____