

LEASE AGREEMENT

Between Ashe County Local Government (Lessor) and Ashe County Agriculture Campus and Livestock Center Committee (Lessee)

This Lease Agreement ("Agreement") is made and entered into this 1 day of September, **2025**, by and between the **Ashe County Local Government**, with offices located at 150 Government Circle, Jefferson, NC 28640 (hereinafter referred to as the "Lessor"), and the **Ashe County Agriculture Campus and Livestock Center Committee**, located at 162 & 276, Agriculture Way, Jefferson, NC 28640 (hereinafter referred to as the "Lessee").

1. PREMISES

The Lessor hereby leases to the Lessee, and the Lessee hereby leases from the Lessor, for the term and upon the conditions hereinafter provided, the real property and all buildings, improvements, and fixtures located at:

162 & 276 Agriculture Way, Jefferson, NC 28640, including the livestock working facility, classroom, arena, existing improvements, offices and parking areas. ("Premises" attachment A).

2. TERM

The term of this lease shall be **twenty five (25) years**, commencing on the 1st day of September, **2025**, and terminating on the 31st day of August, **2050**, unless earlier terminated in accordance with the provisions of this Agreement. A review of the lease shall occur every 5 years from the date signed.

3. RENT

The Lessee shall pay to the Lessor the sum of One Dollar (\$1.00) annually, or Ten Dollars (\$10.00) every ten years as rent for the use of the Premises. Payment shall be made on or before the anniversary of the commencement date of this Lease each year//10th year during the term of the Lease. This nominal rent acknowledges the public service and community benefit provided by the Lessee's operations.

4. PURPOSE

The Premises shall be used primarily for the purpose of providing services to the agricultural community of Ashe County, including but not limited to:

- Livestock working facility use and farmer equipment operations
 - Agricultural education and training in the classroom and arena
 - Public meetings, community programming, and demonstration activities
 - Storage of equipment, maintenance, and future expansion related to agricultural uses
 - All rentals will be directed and approved by the Agriculture committee or their designee
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5. LESSOR RESPONSIBILITIES

The Lessor shall be responsible for and shall provide, at its expense:

1. Major Infrastructure Maintenance, including but not limited to:
 - Roof/Fabric repair and replacement
 - HVAC repair and replacement
 - Road and parking area maintenance
 - Rice Lake Scale Certification/Repairs
 - Maintenance/Repair of agriculture equipment
 - Plumbing Maintenance and Repair
 2. Utilities, including:
 - Electricity
 - Water and sewer
 - Propane and Natural Gas as available
 3. Telecommunications Services, including:
 - Internet and phone services necessary for campus operations
 4. Lawn and Grounds Maintenance, including:
 - Mowing and landscaping
 - Snow removal as needed and based on priority and event schedule
 5. Waste Management, including:
 - Dumpster service and routine solid waste disposal
 6. Insurance, including:
 - Liability insurance for the use of the facility, grounds, and Lessor/Lessee operations as well as for the Committee members.
 - Organizers of special events held at the facility will be asked to obtain and provide proof of event-specific liability insurance coverage.
 - Provide insurance on equipment purchased to maintain the facility.
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6. LESSEE RESPONSIBILITIES

The Lessee shall:

1. Maintain the interior of all buildings in a clean, safe, and sanitary condition
 2. Carry out regular cleaning, daily upkeep, and minor repairs
 3. Be responsible for the general maintenance and care of equipment purchased or owned by the Lessee
 4. Notify the Lessor promptly of any structural, utility, or infrastructure concerns
 5. Maintain compliance with all federal, state, and local laws, zoning and fire/assembly codes.
 6. Not use the Premises for any unlawful or unauthorized purpose
 7. Market the facility, maintain the webpage content, keep accurate bookkeeping and record keeping practices and schedule the facility.
 8. Receive prior approval from the Board of Commissioners or their designee for structural alterations or aesthetic changes exceeding \$2500
 9. Permanent signage at the facility must be reviewed and approved by the Ashe County Board of Commissioners or their designee.
 10. Provide a report to the Ashe County Board of Commissioners as requested, detailing facility usage, revenues generated, expenses incurred and events held.
 11. Maintain Facility Security including key/door/facility access management.
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7. POLICIES AND PROCEDURES

- All use of the facility must align with the public mission of the Ashe County Agriculture Campus.
 - Events held on-site must be scheduled and approved in accordance with campus procedures.
 - All persons/groups must complete a facility user agreement and receive Lessee committee approval in accordance with facility rental policies.
 - The Lessee shall utilize written facility policies that govern scheduling, equipment uses, access, security, and operations.
 - The Lessor shall have the right to review such policies and offer input as needed.
 - No alcohol shall be available for sale on the premises under any circumstances.
 - The Committee shall manage sponsor banners and advertisements within the facility. All sponsorship banners shall be consistent with community values and be displayed inside the building.
 - All equipment purchased for the agriculture center, is for the primary purpose and use at the Agriculture facility
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8. ALTERATIONS AND EXPANSION

- No permanent alterations or structural modifications shall be made by the Lessee without consent of the Lessor.
 - Expansion projects may be undertaken jointly by the Lessee and Lessor as funding and planning permit.
 - Any permanent improvements approved and constructed become the property of the Lessor.
 - All alterations requiring a building permit (mechanical, plumbing, electrical) must acquire said permit prior to the start of work. All work must be done by a licensed professional in the required trade.
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9. INSPECTION AND ACCESS

- The Lessor shall have the right to access the premises at reasonable times for the purpose of performing maintenance, or responding to emergencies.
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10. TERMINATION AND DEFAULT

It is the Lessee's intent that the facility shall remain a viable and permanent resource for agricultural use in Ashe County. Accordingly, this Lease may only be terminated by mutual written agreement of both the Lessor and the Lessee.

Unilateral termination by either party is not permitted under this Lease. In the event that either party wishes to consider termination, a formal written request must be submitted, and both parties shall enter into good-faith discussions to determine the best course of action that preserves the agricultural mission of the facility.

The following may be considered in default of the agreement by the Lessee:

- Non-payment
- Failure to maintain the facility in accordance with Section 6 – Lessee Responsibilities

Lessor will provide written notice and sufficient time to correct any defaults. Lessor and Lessee shall meet in person to discuss corrections and be given clear guidelines and a timeline for remediation.

11. ASSIGNMENT

The Lessee shall not assign or sublet, (does not include rental), the Premises or any part thereof without the prior written consent of the Lessor.

12. INDEMNIFICATION

The Lessee agrees to indemnify and hold harmless the Lessor against any claims, liabilities, damages, or expenses arising out of Lessee's use of the Premises, except for those arising from the negligence or willful misconduct of the Lessor.

The Lessor agrees to indemnify and hold harmless the Lessee against any claims, liabilities, damages, or expenses arising out of Lessee's use of the Premises, except for those arising from the negligence or willful misconduct of the Lessee.

13. GOVERNING LAW

This Agreement shall be governed by and construed under the laws of the State of North Carolina, **Ashe County and the Town of Jefferson**.

14. ENTIRE AGREEMENT

This Lease constitutes the entire agreement between the parties and supersedes any prior written or oral agreements. Amendments must be in writing and signed by both parties. The lease is for the specific area and shall be defined on the site map. With Board permission, the additional land surrounding the Agriculture Campus and owned by Ashe County Government may be utilized to support events held at the campus **with prior approval**.

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

ASHE COUNTY LOCAL GOVERNMENT (Lessor)

By: _____

Name:

Title:

Date:

ASHE COUNTY AGRICULTURE CAMPUS (Lessee)

By: _____

Name:

Title:

Date: