

NORTH CAROLINA
ASHE COUNTY

AGREEMENT AND LEASE

This Agreement and Lease, made this ____ day of _____, 2017
by and between **COUNTY OF ASHE**, Lessor/Landlord, and **ASHE COUNTY FIRE
AND RESCUE ASSOCIATION, INC.**, Lessee/Tenant.

WITNESSETH:

That in consideration of the mutual covenants and promises contained herein, the Lessor agrees to Lease certain property located at the Beaver Creek Industrial Park, West Jefferson, North Carolina to the Lessee for the purpose of the construction and use of a fire and rescue training facility for the use and benefit of all entities providing fire and rescue services for the County of Ashe on the terms and conditions hereinafter set forth:

1. The property being leased is that property containing approximately 5.144 acres referred to as Lot 6 of the Beaver Creek Industrial Park, more particularly described in Plat Book 6, Page 158 and Deed Book 245, Page 102, of the Ashe County Registry, Tax Parcel # 19227-267-006.

2. The term of the Lease shall be for a period of forty-five (45) years;

3. That the Lessee/Tenant shall pay to the Lessor/Landlord the sum of One Dollar (\$1.00) per year as rent. The County agrees that it will contribute an amount annually to be earmarked for the payment of the debt incurred by the Association for structures and improvements added to the property and that it will continue these annual payments during the term of the Lease until such debt is paid in full. This payment shall include any amount required by the USDA Rural Development to be held in a separate reserve fund.

In addition to the payment of debt service and contributions to the reserve fund, the County agrees to assume the obligations for maintaining insurance on the structure, taxes if any and costs of water, sewer and electricity.

4. This Lease may be terminated or extended only by the mutual agreement of the parties hereto.

5. That this Lease shall not be assignable or sublet and the Lessee must continue use of the Lease for its originally stated purpose unless the Lessor agrees otherwise. That if at any time during the term of the Lease, the Fire Association is unable to operate and perform its stated purpose, the property and facility will revert back to the County subject to the condition that if there is any debt still owed to USDA Rural Development at that time, the County will, with the approval of USDA, assume the obligation and the County and/or its assigns or designees will continue the operation and management of the facility for the original purpose.

6. The Lessor shall keep the premises insured against fire and destruction. The Lessee/Tenant shall maintain insurance for premises liability and insurance on contents and any other insurable interests they may choose to insure. In the event the premises is partially or totally damaged by fire or other destructive event, the parties must mutually agree as to whether the property will be repaired or rebuilt. USDA shall be named as a Loss Payee on the Lessor's insurance against fire and destruction. In the event, the decision is made not to repair or rebuild the property, the proceeds of that insurance shall first be used to retire any debt that is owed to the USDA by the Lessee/Tenant and in the event there is any excess over and above what is necessary to pay off that debt, that money shall go to the Lessor.

7. That the Lessee/Tenant shall be responsible for insuring any of its contents stored in the building and in addition thereto will insure against liability for all actions of the Lessee/Tenant, its agents or employees in the sum of One Million Dollars (\$ 1,000,000) and shall furnish the Lessor/Landlord with proof of that insurance and hold the Lessor/Landlord harmless from any potential liability that may result from the Lessee's/Tenant's use of the property. The amount of coverage required by this provision may be increased by the County of Ashe at the time of any 10 year review.

8. All day to day ordinary use repairs and maintenance shall be the responsibility of the Lessee. In the event there is a necessity for major structural repairs, the Lessor by mutual agreement may undertake said repairs subject to any approval necessary by the USDA.

9. No major alterations or changes shall be made to the property by the Lessee without the consent of the Lessor except as anticipated in the construction of the facility.

10. If any structural changes are necessary in order to bring the building into compliance with the Americans with Disabilities Act, the Lessee shall be solely responsible for making those changes and the costs of those changes unless mutually agreed otherwise.

11. Although the County of Ashe currently is not required to pay taxes or assessments on the subject property, in the event they are required to do so in the future, these shall become the obligation of the Lessee/Tenant. The Lessor/Landlord shall pay all real estate taxes and assessments, levied or assessed upon the leased premises.

12. The Lessee/Tenant covenants and agrees that it will take good care of the premises and upon the termination of this Lease will surrender the said premises in as good order and condition as they are in at the beginning of this Lease. Ordinary wear and tear expected; that it will make no unlawful or offensive use of the premises.

13. If the Lessee/Tenant shall fail or neglect to make any payment of rent when due, or shall violate any of the provisions of this Lease, the Lessor, without any other notice or demand, may terminate this Lease and require the Lessee to vacate the premises

hereby demised, or may enter the premises and expel the Lessee therefrom, or the Lessor may in lieu of the above or in conjunction therewith pursue any other lawful right or remedy incident to the relationship created by this Lease.

IN TESTIMONY WHEREOF, the parties have caused this Agreement to be executed in duplicate originals, one of which is retained by each of the parties the day and year first above written.

LESSOR:

COUNTY OF ASHE

BY:

County Manager (SEAL)

ATTEST: _____

NORTH CAROLINA
ASHE COUNTY

I, a Notary Public of the County and State aforesaid, certify that
_____ personally came before me this day and
acknowledged that he is the Ashe County Manager, and that by authority duly given and
as the act of the County, the foregoing instrument was signed in its name by its Manager,
sealed with its seal and attested by _____. Witness
my hand and official stamp or seal, this ____ day of _____, 2017.

Notary Public

My commission expires:

LESSEE:

ASHE COUNTY FIRE & RESCUE ASSOCIATION, INC.

By: _____ (SEAL)

Title: _____

NORTH CAROLINA
ASHE COUNTY

I, a Notary Public of the County and State aforesaid, certify that
_____ personally came before me this day and acknowledged
that they are the _____ of **ASHE COUNTY FIRE AND
RESCUE ASSOCIATION, INC.** and that by authority duly given and as the act of each
entity, they signed that forgoing instrument in its name on its behalf as its act and deed.
Witness my hand and official stamp or seal, this _____ day of _____, 2017.

Notary Public (SEAL)

My commission expires:
