

# **LAKE LURE TOWN COUNCIL SPECIAL MEETING PACKET**

Thursday, March 21, 2024  
9:00 a.m.



**Mayor Carol C. Pritchett**  
**Mayor Pro Tem David DiOrio**  
**Commissioner Patrick Bryant**  
**Commissioner Scott Doster**  
**Commissioner Jim Proctor**

**TOWN OF LAKE LURE**  
**Town Council Special Meeting**  
Thursday, March 21, 2024 - 9:00 AM  
Lake Lure Municipal Center



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**Agenda**

- I. Call to Order**
- II. Review Proposed Lease Agreement for 2654 Memorial Highway**
- III. Consider Adoption of Resolution No. 24-03-21 Allowing the Town Clerk to Notice the Intent of the Town Council to Authorize the Lease Agreement for 2654 Memorial Highway at its April 24th Regularly Scheduled Work Session and Action Meeting**
- IV. Adjournment**



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**NOTICE OF SPECIAL  
TOWN COUNCIL MEETING**

**Thursday, March 21, 2024**

**9:00 a.m.**

**Lake Lure Municipal Center (Town Hall)**

The Lake Lure Town Council will hold a special meeting on Thursday, March 21, 2024 at 9:00 a.m. at the Lake Lure Municipal Center (Town Hall). The Lake Lure Municipal Center is located at 2948 Memorial Highway, Lake Lure, NC 28746.

The purpose of this meeting is to address the following items:

- Review Proposed Lease Agreement for 2654 Memorial Highway
- Consider Adoption of Resolution No. 24-03-21 Allowing the Town Clerk to Notice the Intent of the Town Council to Authorize the Lease Agreement for 2654 Memorial Highway at its April 24<sup>th</sup> Regularly Scheduled Work Session and Action Meeting

This notice is issued on the 15<sup>th</sup> day of March, 2024 in accordance with the laws and ordinances of the State of North Carolina and the Town of Lake Lure.

**LAKE LURE TOWN COUNCIL  
AGENDA ITEM REQUEST FORM  
Meeting Date: March 21, 2024**

**SUBJECT:** Review Proposed Lease Agreement for 2654 Memorial Highway

**AGENDA INFORMATION:**

**Item Number:** II  
**Department:** Administration  
**Contact:** Hank Perkins, Town Manager  
**Presenter:** Hank Perkins, Town Manager

**BRIEF SUMMARY:**

Town Council will review and discuss the proposed lease agreement associated with 2654 Memorial Highway.

**ATTACHMENTS:**

Proposed Lease Agreement

STATE OF NORTH CAROLINA

COUNTY OF RUTHERFORD

LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2024, by and between TOWN OF LAKE LURE, a North Carolina municipality ("Landlord"), and SECOND MOUNTAIN LLC ("Tenant") and Lake Lure Rowing Club, LLC. ("Tenant") ;

WITNESSETH THAT:

Upon the terms and conditions hereinafter set forth, Landlord hereby leases to Tenant and Tenant hereby leases from Landlord certain real property referred to below as the Premises, all as follows:

1. PREMISES. The real property hereby leased to Tenant consists of that certain real property and improvements located thereon having a street address of 2654 MEMORIAL HWY, Lake Lure, Rutherford County, North Carolina and a PIN # 632878422 of (the "Premises").
2. TERM. The term of this Lease, subject to prior termination as provided herein, shall commence on May 1, 2024 (the "Commencement Date") and end on April 30, 2029 at 5:00 p.m. local time (the "Expiration Date"). The Tenant shall have one additional 5 year option which shall be automatically exercised unless the Tenant provides notice at least 180 days prior to the Expiration Date of their intent not to exercise the option.
3. SECURITY DEPOSIT. Tenant shall deposit with Landlord the sum of \$4000 and No/100 Dollars (\$ ), which amount will serve as security for the full and faithful performance by Tenant of all the terms, covenants and conditions of this Lease to be performed by Tenant, against which sum Landlord is authorized to charge any damages it may sustain as the result of the failure of Tenant to fully and faithfully perform all of said terms, covenants and conditions. At the termination of this Lease, any unused portion of said sum shall be returned to Tenant, but only after an inspection of the Premises has been made by Landlord after vacation thereof by Tenant and application of the deposit as allowed hereunder and by North Carolina law. Tenant shall not be credited with or entitled to any interest on its security deposit.
4. RENT and CONCESSION AGREEMENT. Beginning on July 1, 2024 , and continuing on the first (1st) day of each month thereafter throughout the Term, Tenant shall pay monthly rent to Landlord in the initial amount of \$4000 and No/100 per month for the use of the building plus the amortized payment for the deck structure as provided for in paragraph 7(a) and a 15% concession agreement payment based on gross receipts for revenue generated via Tenant's rowing operations and rentals, paid to the town monthly. However, the total of annual concession payments will be no less than \$6000. If by the end of the year, total concessions for the year do not meet or exceed \$6000, the tenant shall be responsible for a final concessions payment amount necessary to ensure that the annual concessions payment is no less than \$6000.

The 15% of gross receipts from concession revenue will be generated by:

- (A) rowing equipment rental; and
- (B) guide services; and

(C) large rowing-based events

The Tenant shall remit the payment of the concessions to the Landlord on the first of the month. Payment shall be accompanied by sufficient documentation of record of sales and receipts related to the concession agreement. (Refer to Section 19.2 for rental payment address.)

The Landlord shall have the right to inspect accounting and tax records upon demand for financial information related to the concession payments. Tenant shall permit the Town or its duly authorized representative to inspect and audit appropriate books and records at any reasonable time during normal business hours after giving Tenant at least twenty-four (24) hours' notice of the time and day of such inspection and audit.

The rent payment for the use of the building will be adjusted annually at a 2% increase.

5. TAXES AND ASSESSMENTS. Landlord shall list the Premises for real property taxes and pay all tax assessments of whatever kind or nature assessed against the Premises, excluding, however, any tax assessed against leasehold improvements made by Tenant. Tenant shall list for taxes and pay all tax assessments of whatever kind or nature assessed against or on Tenant's furnishings, inventory, equipment, leasehold improvements and other property situated or placed upon, in, or about the Premises.

5. UTILITIES. Tenant shall be responsible for payment of and shall contract directly with the providers of any utility services to be provided to the Premises.

6. USE OF PREMISES. The Premises shall be used by Tenant solely for approved Permitted Uses subject to any zoning and other required approvals. The building will be used as a year-round, lakefront market offering a coffee and juice bar, baked goods gourmet deli, craft beer and spirits, wine cellar, sundries, gifts, outdoor equipment, and gourmet ice cream. The market will also have a variety of things such as local meats and seafood along with local produce from area farms. *Additionally, one area of the building may be designated as a private fitness studio.* Other uses would be things such as wine tastings, live music and other unique activities outside of the building, the property will be used for offering non-motorized boat rentals, fishing tours and other outdoor activities as described in the Concession Agreement outlined in section 3. subject to any zoning and other required approvals. Tenant shall not use or permit the Premises to be used for any other purpose without the prior written consent of Landlord. All facilities, structures, and improvements, both temporary and permanent, will only be commenced after the Tenant has received approval from the Landlord. Tenant at all times shall fully and promptly comply with all laws pertaining to the Premises and Tenant's business operations thereon, including, but not limited to, such as shall relate to the cleanliness, safety, occupancy and use of the Premises and the nature, character and use of the Premises. Tenant, at its sole cost, shall be permitted to erect signs at the Premises so long as same comply with all applicable laws and ordinances.

All non-motorized craft that are associated with the concessions agreement will be commercially permitted through the Town of Lake Lure.

7. LANDLORD RESPONSIBILITIES:

(A) The Landlord shall be responsible for the construction of a deck to be built on the rear of the building. Dimensions to be finalized on Mike Williams' full review of any pertinent set-

backs. The Landlord will provide an allowance of up to \$10,000 towards the cost of this deck. All remaining costs of the deck will be amortized over the rental payments made in the first 5 year term, said payments to be calculated upon the total costs of the deck being determined.

- (B) Landlord will add up to four additional parking spaces adjacent to the current side-building parking. Contingent on approval by the Community Development Department.
- (C) To provide horizontal grooves into the existing concrete boat ramp for safer use by non-motorized craft guests.

8. EXAMINATION OF PREMISES. The Premises have been delivered to Tenant with all building systems working properly. Tenant has examined the Premises and Tenant's execution of this Lease shall constitute conclusive evidence that as of the date hereof the Premises are in good order and satisfactory condition.

9. MAINTENANCE AND REPAIRS. Landlord shall maintain, in good condition, the structural parts of the Premises, which shall include only the foundations, bearing and exterior walls (excluding glass), subflooring and roof, the unexposed electrical, plumbing and sewerage systems, including without limitation, those portions of the systems lying outside the Premises, exterior doors (excluding glass), window frames, gutters and downspouts on the Building. Routine maintenance and repair of heating and air conditioning, including bi-annual service checks and normal change of furnace filters, shall be the responsibility and be done at the cost of the Lessee. Lessee shall maintain a preventive maintenance contract to service the HVAC system including all evaporative cooling units, if any, on a bi-annual basis. Lessor will pay and assume all costs of major repairs in excess of Five Hundred Dollars (\$500.00) per repair, and costs of replacement for HVAC equipment only; provided, however, the cost of any work required due to damage caused by Tenant, or its agents shall be paid by Tenant. Except as provided above, Tenant shall maintain and repair the Premises in good condition, ordinary wear and tear excepted, including, without limitation, maintaining and repairing all interior walls, floors, ceiling, interior doors, exterior and interior windows, landscaping and fixtures as well as damage caused by Tenant, its agents, employees, invitees, or customers. Further, the Tenant shall make such alterations and improvements to the Premises as are required from time to time to cause the same to comply with Laws, to the extent attributable to the unique and specific use of the Premises by the Tenant.

10. WAIVER OF SUBROGATION. Neither Tenant nor anyone claiming by, through, under, or on Tenant's behalf shall have any claim, right of action, or right of subrogation against the Landlord for or based upon any loss or damage caused by fire, explosion or other casualty relating to the Premises or to any property upon, in or about the Premises, whether such fire, explosion or other casualty shall arise from the negligence of Landlord, its agents, representatives or employees, or otherwise.

11. INSURANCE/INDEMNIFICATION. (Insurance requirements subject to change or modification by the Town of Lake Lure Risk Management Specialist)

11.1 Property Insurance. Throughout the Term, Tenant shall, at its sole expense, maintain in effect a fire insurance policy with extended coverage insuring against loss or damage to the Premises in amounts and with companies as Landlord reasonably approves. Tenant shall maintain and care for its personal property on the Premises, insure the same to such extent as it deems appropriate, and shall neither

have nor make any claim against Landlord for any loss or damage to the same, regardless of the cause thereof.

11.2 Liability Insurance. Throughout the Term, Tenant shall, at its sole expense, maintain in effect a general public liability policy with coverage of at least 2 Million and No/100 Dollars (\$ 2,000,000.00 ) per occurrence and at least 2 Million and No/100 Dollars (\$ 2,000,000.00 ) in the aggregate.

11.3 Evidence of Required Coverage. Prior to the Commencement Date, Tenant shall provide Landlord with copies of the insurance policies required to be maintained pursuant to Sections 11.1 and 11.2 above, together with evidence of payment of all premiums therefore. At least fifteen (15) days prior to the expiration or termination date of either such policy, the Tenant shall deliver to the Landlord a renewal or replacement policy with proof of payment of the premium therefore. Landlord shall be named as an additional insured under each policy as follows:

Town of Lake Lure

Attn: William H. Perkins, Jr.

Town Manager

P.O. Box 255

Lake Lure, NC 28746

11.4 Indemnification. Tenant shall indemnify and save the Landlord harmless from and against all claims, actions, damages, liability and expense in connection with loss of life, bodily injury, personal injury and damage to property occurring in or about, or arising out of, the Premises occasioned wholly or in part by any act or omission of the Tenant, its agents, licensees, contractors, customers, invitees or employees.

In case the Landlord shall be made a party to any litigation commenced by or against Tenant, its agents, contractors, customers or employees by reason of the Tenant's actions, the Tenant shall protect, indemnify and hold the Landlord harmless and pay all damages, costs, expenses and reasonable attorneys' fees incurred or paid by the Landlord in connection with such litigation.

## 12. CARE/RETURN OF PREMISES.

12.1 Care of Premises. Tenant shall not permit, allow or cause any act or deed to be performed upon, in or about the Premises that shall cause or be likely to cause injury to any person or to the Premises. Tenant shall at all times keep the Premises in a neat and orderly condition. Tenant agrees to take reasonable care of the Premises and agrees to pay for all repairs to the Premises necessitated by the fault of Tenant, its employees, agents, customers or guests. Tenant shall store all trash and garbage within appropriate containers at the Premises and shall provide for prompt and regular removal thereof.

12.2 Return of Premises. Upon the termination of this Lease, Tenant shall return the Premises to Landlord substantially in the same condition as received, ordinary wear and tear excepted.

13. HOLDING OVER. In the event Tenant remains in possession after the expiration of the Term without the execution of a new lease, Tenant shall not acquire any right, title or interest in or to the Premises. In such event, Tenant shall occupy the Premises as a tenant from month-to-month at a new monthly Rent equal to 150% of the monthly Rent for the last month of the Term, and shall otherwise be subject to all



of the conditions, provisions and obligations of this Lease insofar as the same shall be applicable. Notwithstanding the above, Landlord shall have the right to summary ejection of Tenant as provided by law.

14. ASSIGNMENT AND SUBLEASE. Tenant may not assign or encumber this Lease and may not sublet all or any part of the Premises without the prior written consent of Landlord, which shall not be unreasonably withheld.

15. DEFAULT/REMEDIES.

15.1 Default. If one or more of the following events (collectively, "Events of Default") shall occur and shall continue for such time after notice required to be given is given as hereinafter provided, to-wit:

- (A) If Tenant shall fail to pay any rent or any other sum due in accordance with the terms of this Lease and such default shall continue for a period of five (5) days after such payment is due hereunder; or
- (B) if Tenant shall fail to keep or perform or abide by any other term, condition, covenant or agreement of this Lease, and such default shall continue for a period of thirty (30) days after written notice to Tenant thereof; or
- (C) If Tenant shall file a petition in bankruptcy or take or consent to any other action seeking any such judicial decree or shall make any assignment for the benefit of its creditors or shall admit in writing its inability to pay its debts generally as they become due, or if any court of competent jurisdiction shall enter a decree or order adjudicating it bankrupt or insolvent, or if any trustee or receiver for Tenant or for any substantial part of its property be appointed, or if any person shall file a petition for involuntary bankruptcy against Tenant and such appointment or petition shall not be stayed or vacated within sixty (60) days of entry thereof; or
- (D) If Tenant's interest in this Lease or the Premises shall be subjected to any attachment, levy or sale pursuant to any order or decree entered against Tenant in any legal proceeding and such order or decree shall not be vacated within thirty (30) days of entry thereof; or
- (E) If Tenant shall use the property for any use other than the Permitted Use(s):

then and in any such event Landlord, without declaring a termination of this Lease (which right is, however, unconditionally reserved), may at its election exercise one or more of the remedies contained in Section 15.2 herein, in addition to any other remedies available to Landlord at law, in equity or pursuant to the terms of this Lease;

15.2 Remedies Upon Default.

(A) Upon the occurrence of any Event of Default as set forth above, Landlord shall have the right, at its option, to utilize any one or more of the following rights:

- (i) Landlord, with or without terminating this Lease, immediately or at any time thereafter, may make any payment required of Tenant and/or re-enter the Premises and correct or repair any condition which shall constitute a failure of Tenant's part to keep or perform or abide by any term, condition, covenant or agreement of this Lease. Tenant shall reimburse and compensate Landlord as additional rent within fifteen (15) days after delivery of any statement to Tenant by Landlord for any expenditures made by Landlord in making such payment and/or corrections or repairs.

(ii) Landlord, with or without terminating this Lease, immediately or at any time thereafter, may demand in writing that Tenant vacate the Premises. Tenant shall vacate the Premises and remove therefrom all property thereon belonging to Tenant within three (3) days of receipt by Tenant of such notice from Landlord, whereupon Landlord shall have the right to re-enter and take possession of the Premises.

(iii) Landlord, with or without terminating this Lease, immediately or at any time thereafter, may re-enter the Premises and remove Tenant therefrom and all property belonging to or placed on the Premises by, at the direction of, or with the consent of Tenant.

(iv) Landlord, with or without terminating this Lease, immediately or at any time thereafter, may re-let the Premises for such time and at such rent and upon such other terms and conditions as Landlord in its sole discretion may deem advisable; and Landlord may make any alterations or repairs to the Premises which it may deem necessary or proper to facilitate such re-letting. Tenant shall pay all costs of such re-letting, including the cost of any such repairs to the Premises; and, if this Lease shall have not been terminated, Tenant shall continue to pay all rent due under this Lease up to and including the date of beginning of payment of rent by any subsequent tenant of the Premises, and thereafter Tenant shall pay monthly during the remainder of the term of this Lease the difference, if any, between the rent collected from any such subsequent tenant or tenants and the rent reserved in this Lease, but Tenant shall not be entitled to receive any excess of any such rents collected over the rents reserved herein.

(v) Landlord, immediately or at any time thereafter, may terminate this Lease without notice or demand to vacate the Premises. This Lease shall be deemed to have been terminated upon receipt by Tenant of written notice of such termination, and upon such termination, Landlord shall have and recover from Tenant all damages Landlord may suffer by reason of such termination, including, without limitation, the cost (including legal expenses and reasonable attorneys' fees) of recovering possession of the Premises, and the cost of any repairs to the Premises which are necessary or proper to prepare the same for re-letting. In addition thereto, Landlord, at its election, shall have and recover from Tenant either (i) an amount equal to the excess, if any, of the total amount of all rents to be paid by Tenant for the remainder of the Term of this Lease over the then reasonable rental value of the Premises for the remainder of the term of this Lease, or (ii) the rents which Landlord would be entitled to receive from Tenant pursuant to the provisions of subsection (iv) above if the Lease were not terminated. Such election shall be made by Landlord's giving Tenant written notice thereof within thirty (30) days after the notice of termination.

(B) In the event of any re-entry of the Premises by Landlord pursuant to any of the provisions of this Lease, Tenant hereby waives all claims for damages which may be caused by such re-entry by Landlord, except such claims as arise from the gross negligence or willful misconduct of Landlord; and Tenant shall hold Landlord harmless from any loss, costs (including legal expenses and reasonable attorneys' fees) or damages suffered by Landlord by reason of such re-entry and storage of Tenant's property, if any. No such re-entry shall be considered or construed to be a forcible entry.

(C) Upon any breach of this Lease, regardless of whether such breach is, or becomes, an Event of Default, Landlord shall be reimbursed for any and all reasonable expenses incurred by Landlord, including legal expenses and reasonable attorneys' fees, in enforcement of the terms and provisions of this Lease if the Landlord is the prevailing party.

(D) The exercise by Landlord of any one or more of the remedies provided in this Lease shall not prevent the subsequent exercise by Landlord of any one or more of the other remedies herein provided. All remedies provided for in this Lease are cumulative and may, at the election of Landlord, be exercised alternatively, successively, or in any other manner and are in addition to any other rights provided by law.

16. COVENANT OF TITLE AND QUIET ENJOYMENT. Landlord covenants and warrants to Tenant that Landlord has full right and lawful authority to enter into this Lease for the Term hereof and that, provided Tenant is not in default hereunder, Tenant's quiet and peaceable enjoyment of the Premises shall not be disturbed by anyone claiming through Landlord.

17. INSPECTION. The Landlord at all times shall have the right to inspect and enter the Premises. Except in the case of emergencies, Landlord shall give Tenant reasonable prior notice of such entry.

18. BROKERS. Each party warrants that it has had no dealings with any broker in connection with the negotiations or execution of this Lease, and agrees to indemnify the other and hold it harmless from and against any and all cost, expense or liability for commissions or other compensation or charges claimed by any broker or agent acting with respect to this Lease.

19. MISCELLANEOUS. In the event that the Landlord discontinues using the existing police department boat house, this boat house and premises would become a part of the concession agreement section of this lease.

19.1 Interest and Late Charges. Any sums due to be paid by Tenant to or for the benefit of Landlord which are not paid when due shall bear interest from the due date to the date of payment at the maximum rate of interest allowed by law. In addition, the failure to pay any sums due by Tenant to or for the benefit of Landlord within ten (10) days after such sums are due hereunder shall entitle Landlord to collect a late payment charge from Tenant in the amount of 10% of rent due.

19.2 Notices. All notices and written consents required under this Lease shall be in writing and shall only be deemed properly served when served by actual hand delivery or when posted by certified United States mail, postage prepaid, return receipt requested, addressed to the party to whom directed at the following address or at such other address as may be from time to time designated in writing.

Notices to Landlord: Town of Lake Lure

P.O. Box 255

Lake Lure, NC 28746

Attn: William H. Perkins, Jr., Town Manager

Email: [whperkins@townoflakelure.com](mailto:whperkins@townoflakelure.com)

(828) 625-9983 ext. 101

Payments to Landlord: Town of Lake Lure

Finance Department

PO Box 255

Lake Lure, N.C. 28746

Attn: Stephen Ford, Finance Director

Email: sford@townoflakelure.com

(828) 625-9983 ext. 102

Notices to Tenant: Second Mountain LLC, Lake Lure Rowing Club LLC

Address: P.O Box 263, Bat Cave, NC, 28710

Attn: Paul Brock

Email: Paul.luredmarketandgrill@gmail.com

Notice shall be deemed served upon the earlier of actual receipt or the expiration of three (3) business days after posting.

19.3 Recording. This Lease shall not be recorded.

19.4 Additional Acts. Each party will execute and deliver all such other and additional instruments and documents and do all such other acts and things as may be necessary to more fully effectuate this Lease.

19.5 Entire Agreement. This Lease shall constitute the entire agreement of the parties; all prior agreements between the parties, whether oral or written, are merged herein and shall be of no force and effect. This Lease cannot be changed, modified or discharged other than by an agreement in writing, signed by the party against whom enforcement of the change, modification or discharge is sought.

19.6 Binding Effect. Each and all of the covenants, terms, provisions, and agreements herein contained shall be binding upon and inure to the benefit of the parties hereto and, to the extent permitted by this Lease, their respective heirs, executors, administrators, legal representatives, successors and assigns.

19.7 Construction. This Lease, and the application or interpretation hereof, shall be governed exclusively by its terms and by the laws of the State of North Carolina.

19.8 Waiver. The delay or failure of Landlord to seek redress for violation of or to insist upon the strict performance of any covenant or condition of this Lease shall not prevent a prior or subsequent act, which would have originally constituted a violation, from having the effect of an original violation. Any waiver by Landlord of any breach or default by Tenant must be in writing and will be effective only to the extent specifically set forth in such writing.

19.9 Waiver. The delay or failure of Tenant to seek redress for violation of or to insist upon the strict performance of any covenant or condition of this Lease shall not prevent a prior or subsequent act, which would have originally constituted a violation, from having the effect of an original violation. Any waiver by Tenant of any breach or default by Landlord must be in writing and will be effective only to the extent specifically set forth in such writing.

19.10 Severability. Every provision of this Lease is intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder hereof.

20. Tenant, and all contractors, shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes, "Verification of Work Authorization," and will provide documentation or sign affidavits or any other documents requested by Town demonstrating such compliance.

22. The sole and exclusive jurisdiction and venue for any action, suit or litigation arising from or related to this agreement shall be in the state courts located in the State of North Carolina. In the event that either party brings suit to enforce the terms of this Agreement, both parties consent and agree that jurisdiction for such action will lie only in the state courts sitting in Rutherford County, North Carolina.

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be executed as of the date and year first above written.

Landlord:

Town of Lake Lure,

By: \_\_\_\_\_  
Carol Pritchett, Mayor

ATTEST: \_\_\_\_\_  
Olivia Stewman, Town Clerk

(TOWN SEAL)

Tenant:

Second Mountain, LLC

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Lake Lure Rowing Club

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

NOTARY ON FOLLOWING PAGE

NORTH CAROLINA

RUTHERFORD COUNTY

I, \_\_\_\_\_, a Notary Public in and for said County and State, do hereby certify that Carol C. Pritchett, Mayor of the Town of Lake Lure, and Olivia Stewman, Town Clerk for the Town of Lake Lure, personally came before me this day and being duly sworn says each for herself that she knows the corporate seal of the Town of Lake Lure and that the seal affixed to the foregoing instrument is the corporate seal of the Town of Lake Lure, that Carol C. Pritchett, Mayor and Olivia Stewman, Town Clerk subscribed their names thereto; that the corporate seal for the Town of Lake Lure was affixed thereto, all by virtue of a resolution or other official action of the Board of Commissioners, and that said instrument is the act and deed of the Town of Lake Lure.

IN WITNESS WHEREOF, I have set my hand and notarial seal this the \_\_\_\_ day of \_\_\_\_\_ 2024.

\_\_\_\_\_(OFFICIAL SEAL)

Notary Public:

\_\_\_\_\_  
Printed Name

Commission Expires: \_\_\_\_\_

NORTH CAROLINA

RUTHERFORD COUNTY

I, \_\_\_\_\_, Notary Public, do hereby certify that Paul Brock personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this \_\_\_\_ day of \_\_\_\_\_, 2024.

(Official Seal)

\_\_\_\_\_  
Official Signature of Notary

\_\_\_\_\_  
Notary's Printed or Typed Name

My commission expires: \_\_\_\_\_

NORTH CAROLINA

RUTHERFORD COUNTY

I, \_\_\_\_\_, Notary Public, do hereby certify that Wade Oppliger personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

(Official Seal)

\_\_\_\_\_  
Official Signature of Notary

\_\_\_\_\_  
Notary's Printed or Typed Name

My commission expires: \_\_\_\_\_

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DRAFT

**LAKE LURE TOWN COUNCIL  
AGENDA ITEM REQUEST FORM  
Meeting Date: March 21, 2024**

**SUBJECT:** Consider Adoption of Resolution No. 24-03-21 Allowing the Town Clerk to Notice the Intent of the Town Council to Authorize the Lease Agreement for 2654 Memorial Highway at its April 24th Regularly Scheduled Work Session and Action Meeting

**AGENDA INFORMATION:**

**Item Number:** III  
**Department:** Administration  
**Contact:** Olivia Stewman, Town Clerk  
**Presenter:** Hank Perkins, Town Manager

**BRIEF SUMMARY:**

North Carolina General Statute § 160A-272 (a1) deems that Property may be rented or leased only pursuant to a resolution of the council authorizing the execution of the lease or rental agreement adopted at a regular council meeting upon 30 days' public notice. Resolution No. 24-03-21 authorizes the Town Clerk to advertise the required notice, in accordance with General Statutes.

**RECOMMENDED MOTION AND REQUESTED ACTIONS:**

To adopt Resolution No. 24-03-21 Allowing the Town Clerk to Notice the Intent of the Town Council to Authorize the Lease Agreement for 2654 Memorial Highway at its April 24th Regularly Scheduled Work Session and Action Meeting

**ATTACHMENTS:**

Resolution No. 24-03-21 Allowing the Town Clerk to Notice the Intent of the Town Council to Authorize the Lease Agreement for 2654 Memorial Highway at its April 24th Regularly Scheduled Work Session and Action Meeting

**STAFF'S COMMENTS AND RECOMMENDATIONS:**

Staff recommends adoption.





**RESOLUTION NO. 24-03-21**

**RESOLUTION BY THE TOWN OF LAKE LURE TOWN COUNCIL ALLOWING THE TOWN CLERK TO NOTICE THE INTENT OF THE TOWN COUNCIL TO AUTHORIZE THE LEASE AGREEMENT FOR 2654 MEMORIAL HIGHWAY AT ITS APRIL 24TH REGULARLY SCHEDULED WORK SESSION AND ACTION MEETING**

**WHEREAS**, the Town of Lake Lure plans to lease the Town-owned property and building located at 2654 Memorial Highway; and

**WHEREAS**, North Carolina General Statute § 160A-272 (a1) deems that Property may be rented or leased only pursuant to a resolution of the council authorizing the execution of the lease or rental agreement adopted at a regular council meeting upon 30 days' public notice; and

**WHEREAS**, North Carolina General Statute § 160A-272 (a1) also details that notice shall be given by publication describing the property to be leased or rented, stating the annual rental or lease payments, and announcing the council's intent to authorize the lease or rental at its next regular meeting.

**NOW, THEREFORE BE IT RESOLVED**, that the Town Council of the Town of Lake Lure allows the Town Clerk to properly notice the intent of the Town Council to authorize the lease agreement for 2654 Memorial Highway at its April 24<sup>th</sup> Regularly Scheduled Work Session and Action Meeting.

**READ, APPROVED AND ADOPTED** this the \_\_\_\_\_ day of \_\_\_\_\_, 2024.

**ATTEST:**

\_\_\_\_\_  
Olivia Stewman, Town Clerk

\_\_\_\_\_  
Mayor Carol C. Pritchett

**IV**

**ADJOURNMENT**