

Monroe A. Miller, Jr.
19 Big Spruce Lane
Waynesville, NC 28786
(828) 456-3718
June 4, 2015

The Grievance Committee
The North Carolina State Bar
208 Fayetteville Street
PO Box 25908
Raleigh, NC 27611
(919) 828-4620

Subject: Complaint against Ira L. Dove.

I, the undersigned hereby complain against

Ira L. Dove, ID 22703
155 Johnson Hill Dr.
Waynesville, NC 28786
(828) 452-6620
idove@haywoodnc.net

I agree to cooperate by furnishing to the representatives of the North Carolina State Bar all pertinent information and records in my possession concerning the alleged misconduct of said attorney. I further agree that if a hearing or inquiry is ordered concerning the alleged misconduct of said attorney, then I will furnish evidence concerning the facts by submitting to deposition or personal attendance at the hearing or inquiry. I hereby indicate that this information is provided and transmitted by me to the North Carolina State Bar for the purpose of investigating the alleged misconduct of the above named attorney. I understand that I may also need to reveal this information to a privately-retained attorney to pursue private remedies on my behalf. I further understand that the immunity granted by North Carolina General Statute 84-28.2 applies only to those statements made without malice and intended for transmittal only to the North Carolina State Bar.

I also understand that the North Carolina State Bar may reveal this information to the accused attorney for his response to a formal inquiry and to others pursuant only to the Rules and Regulations of the North Carolina State Bar.

Ira Dove is a lawyer and appointed as County Manager for Haywood County, North Carolina by the five Haywood County Commissioners. **James W. "Kirk" Kirkpatrick III**, BAR ID 21711, is one of the five County Commissioners. **Leon M. Killian III**, BAR ID 2526 is the appointed County Attorney for Haywood County, North Carolina, by the five Haywood County Commissioners. **Ira Dove**, at one point, held three (3) public offices at one time, that of being a lawyer, appointed Haywood County Manager, and appointed head of Haywood DSS (Department of Social Services).

In 2007, county commissioners purchased property in Jonathan Creek containing 22 acres. [re: **Attachment 1**, Deed, 2007666051, BK: RB 715, PG: 657-660]. In addition to paying over \$1,100,000 for the property, there was a life-time dowry to Greg Ferguson on this dairy farmland, which the county had to purchase back at nearly \$385,000. **Leon M. Killian III** missed this minor detail in a Title Search. The lawyers fees alone were nearly \$106,000, for a grand total of about \$1,600,000 to complete this purchase. The intent was to build a Sports Complex. However, a good part of the park is in a flood plain. The surveyor for this purchase was Kevin Ensley, a current county commissioner.

Instead of building a multi-million dollar sports complex when commissioners could not scrape up the funding, the county began leasing this land to private individuals so that they could grow corn and other crops for their private dairy and other animals on their farms.

Attachment 2 - Property Lease 2009, Dan and Rhonda Ross for \$3,057.78 per year,
Attachment 3 - Property Lease 2010, Charles and Sarah Medford, \$1,980.00 per year.
Attachment 4 - Property Lease 2011, Charles and Sarah Medford, \$3,696.00 per year (5 year).

Two of these Property Leases were signed off by **James W. "Kirk" Kirkpatrick**, a lawyer and Chair of the Haywood County Commissioners at the time.

I had become aware of an AmJur document in July of 2013, **§ 471. Property for municipal or public purposes** [re: Attachment 6], but did not connect the dots until April 15, 2015, Tax Day. I sent an e-mail to Ira Dove, and thus alerting Ira Dove to the fact that **"Municipalities may acquire and hold title to real property only for legitimate corporate purposes. Because a municipal corporation or county may not expend public funds for a purpose that is not public, such entities have no authority to purchase and hold property for a purpose not connected with a public use."**

Bidding had been held for this county owned property, and Dan Ross had the highest bid. [re: Attachment 7]. This bid process was administered by Claire Carleton.

A succession of e-mails were sent to **Ira Dove** between 4/15/2015 through 6/3/2015. In all correspondence, **Ira Dove** flagrantly ignored **§ 471. Property for municipal or public purposes**.

A complete review of all these e-mails has been posted on my website, www.haywoodtp.net . See:

<http://haywoodtp.net/pubII/150419DenOfThieves.pdf>

<http://haywoodtp.net/pubII/150521UpdateDenOfThieves.pdf>

<http://haywoodtp.net/pubII/150603Updated-UpdateDenOfThieves.pdf>

Since the current property lease between the county and Charles Medford [Attachment 4] was about to expire, **Ira Dove**, **Leon M. Killian III**, and County Commissioners which include **James W. "Kirk" Kirkpatrick III**, ignored **§ 471. Property for municipal or public purposes** and placed approval for a new lease of public land to a private individual for profit on the June 1, 2015 agenda, Item 5 under New Business. [re: Attachment 8].

The Agenda Request [re: Attachment 9], Claire Carlton specifically states that Dan and Rhonda Ross "propose to grow corn and wheat". The Ross's own a dairy farm, and this is presumably food for their cattle.

Commissioners pencil whipped their approval, culminating in the executed lease signed 6/2/2015 [re: Attachment 10].

This lease is signed by **Ira Dove**.

I accuse **Ira Dove** of two (2) violations, his oath of office and the Rules of Professional Conduct.

1. Violation of Oath of Office, to uphold the laws of the United States and the State of North Carolina. Ira Dove willfully failed to uphold § 471. Property for municipal or public purposes as he swore to do.

2. Violation of RULE 8.4: MISCONDUCT

It is professional misconduct for a lawyer to:

- (a) violate or attempt to violate the Rules of Professional Conduct, knowingly assist or induce another to do so, or do so through the acts of another;
- (b) commit a criminal act that reflects adversely on the lawyer's honesty, trustworthiness or fitness as a lawyer in other respects;
- (c) engage in conduct involving dishonesty, fraud, deceit or misrepresentation;
- (d) engage in conduct that is prejudicial to the administration of justice;
- (e) state or imply an ability to influence improperly a government agency or official;

All of these lawyers, in concert, **Ira Dove, Leon M. Killian III, and James W. "Kirk" Kirkpatrick III** all conspired together to ram through this Property Lease in direct violation of **§ 471. Property for municipal or public purposes.**

Ira Dove (and Leon M. Killian III, and James W. "Kirk" Kirkpatrick III) acted with Moral Turpitude.

Monroe A. Miller Jr.
Monroe A. Miller Jr.
19 Big Spruce Lane
Waynesville, NC 28786
(828) 456-3718

[Notary Stamp Here]

Jurat

Signed and sworn before me Anita F. Gentry on this day, the 4 day of June, 2015.

Signed: Anita F. Gentry

Printed: Anita F. Gentry

My commission expires on October 22, 2016

ATTACHMENTS

Attachment 1 - NC NON-WARRANTY DEED, BK: RB 715, PG: 657-660

Attachment 2 - Property Lease 2009, Dan and Rhonda Ross for \$3,057.78 per year,

Attachment 3 - Property Lease 2010, Charles and Sarah Medford, \$1,980.00 per year.

Attachment 4 - Property Lease 2010, Charles and Sarah Medford, \$3,696.00 per year (5 year).

Attachment 5 - **§ 471. Property for municipal or public purposes**

Attachment 6 - e-mail to Ira Dove, 4/15/2015, Request for Public Information - Request For Proposals To Lease Property

Attachment 7 - Bidding for Lease of County Property to private individuals.

Attachment 8 - Agenda for 6/1/2015 County Commission Meeting.

Attachment 9 - Agenda Request to approve the new Property Lease for Dan Ross.

Attachment 10 - Property Lease 2015, Dan and Rhonda Ross for \$5,555.55 per year,

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TRANSFER MADE ON RECORD

Date 8-31-07

By SD
8607-42-9859



2007666051
HAYWOOD CO. NC FEE \$23.00
STATE OF NC REAL ESTATE EXTX
\$2230.00

PRESENTED & RECORDED
08-31-2007 11:37:27 AM
AMY R. MURRAY
REGISTER OF DEEDS
BY AMY MURRAY
REGISTER OF DEEDS

BK: RB 715
PG: 657-660

HAYWOOD COUNTY TAX CERTIFICATION

There are no delinquent taxes due that are a lien against parcel number(s) 8607-42-9859

David B. Francis, Haywood County Tax Collector

Date: 8/31/07 By: [Signature]

Excise Tax \$2,230.00

Tax Lot No. 8607-42-9859 Parcel Identifier No. _____
Verified by _____ County on the _____ day of _____, 20
by _____

Mail after recording to Leon M. Killian, P.O. Box 30519, Raleigh, NC 27622-0519

This instrument was prepared by William I. Millar

Brief Description for the index 22.091 acres Jonathan Creek

NORTH CAROLINA NON-WARRANTY DEED

THIS DEED made August 30, 2007, by and between

GRANTOR

WILLIAM LUCIUS JONES, by and through SAM M. UNDERWOOD, the duly appointed and Acting Guardian of the Estate of WILLIAM LUCIUS JONES, an incompetent adult

GRANTEE

HAYWOOD COUNTY, a body politic (a subdivision of the State of North Carolina), whose address is: 215 N. Main Street Waynesville, NC 28786

Enter in appropriate block for each party: name, address, and, if appropriate, character of entity, e.g., corporation or partnership.

The designation Grantor and Grantee as used herein shall include said parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine or neuter as required by context.

WITNESSETH, that the Grantor, for a valuable consideration paid by the Grantee, the receipt of which is hereby acknowledged, has and by these presents does grant, bargain, sell and convey unto the Grantee in fee simple, all that certain lot or parcel of land situated in Ivy Hill Township, Haywood County, North Carolina and more particularly described as follows:

See Exhibit A attached hereto and made a part hereof by reference incorporated herein as if fully set forth.

This deed is made pursuant to an Order of Confirmation executed by the Clerk of Superior Court of Haywood County and executed by the Senior Resident Superior Court Judge for Judicial District 30-B in the matter of the Real Property of William Lucius Jones File No. 07-SP-135 where in SAM M. UNDERWOOD was authorized by the Clerk of Superior Court on May 1, 2007, to make the sale of the property described herein; that the sale was duly advertised for sale, that the sale was by public auction on June 2, 2007, that the final high bidder was Haywood County at the sum of \$1,114,921.50.

The property hereinabove described was acquired by Grantor by instrument recorded in Book _____ page _____.

A map showing the above described property is recorded in Book _____, page _____.

TO HAVE AND TO HOLD the aforesaid lot or parcel of land and all privileges and appurtenances thereto belonging to the Grantee in fee simple.

The Grantor makes no warranty, express or implied, as to title to the property hereinabove described. IN WITNESS WHEREOF, the Grantor has caused this instrument to be duly executed and delivered.

(Entity Name)

William Lucius Jones
WILLIAM LUCIUS JONES (SEAL)

By: _____
Title: _____

Sam M. Underwood, Guardian
By: Sam M. Underwood (SEAL)
Guardian of the Estate of William
Lucius Jones, Incompetent

By: _____
Title: _____

(SEAL)

By: _____
Title: _____

(SEAL)

State of North Carolina - County of Haywood

I, the undersigned Notary Public of the County and State aforesaid, certify that SAM M. UNDERWOOD, Guardian of the Estate of William Lucius Jones, Incompetent, personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purpose therein expressed. Witness my hand and Notarial stamp or seal this 20th day of AUGUST, 2007.

My Commission Expires: 08-02-2011
[Signature]
Notary Public

William I. Millar
Notary Public
Haywood County, NC

State of North Carolina - County of _____

I, the undersigned Notary Public of the County and State aforesaid, certify that _____ personally came before me this day and acknowledged that he/she is the _____ of _____, a North Carolina or _____ corporation/limited liability company/general partnership/limited partnership (strike through the inapplicable), and that by authority duly given and as the act of such entity, he/she signed the foregoing instrument in its name on its behalf as its act and deed. Witness my hand and Notarial stamp or seal this _____ day of _____, 20____.

My Commission Expires: _____

Notary Public

State of North Carolina – County of _____

I, the undersigned Notary Public of the County and State aforesaid, certify that

Witness my hand and Notarial stamp or seal this ____ day of _____, 20__.

My Commission Expires: _____

Notary Public

The _____ foregoing _____ Certificate(s) _____ of

This instrument and this certificate are duly registered at the date and time and in the Book and Page shown on the first page hereof.

_____ Register of Deeds for _____ County

By: _____ Deputy/Assistant - Register of Deeds

WILLIAM LUCIUS JONES property on Jonathan Creek Road

EXHIBIT "A"

BEGINNING at an iron stake set (being a metal fence post) at the Western right-of-way of Jonathan Creek Road (U.S. Hwy. 276) which iron stake lies North 17-12-52 East 98.39 feet from NCGS Monument "TRIT" (NCGS Monument "MULE" lies North 28-55-44 East 2,988.07 feet from "TRIT") and runs North 67-31-37 West 839.22 feet (passing through a new iron stake [metal fence post] at 793.82 feet) to a point in the center of Jonathan Creek; thence with Jonathan Creek, as it meanders, seven calls: (1) North 22-10-24 East 99.48 feet, (2) North 39-58-40 East 213.22 feet, (3) North 36-12-48 East 447.36 feet, (4) North 71-28-35 East 204.98 feet, (5) North 52-50-46 East 276.30 feet, (6) North 43-16-11 East 217.77 feet, and (7) North 45-41-53 East 287.26 feet to a point on the Northern edge of a steel and timber bridge spanning the creek, being the Westmost corner of the Thomas Bryan Medford lot described in Deed Book 327 at Page 50; thence with the Southerly margin of that Lot and his adjoining Lot described in Deed Book 419 at 1163, and a tract belonging to John Michael Medford (461/82) South 43-56-43 East 354.68 feet (running generally along Pitts Drive) to an iron pin set in the Westerly margin of the right-of-way of Jonathan Creek Road where Potts Drive intersects with said Road; thence with said right-of-way seven calls: (1) South 29-03-53 West 10.12 feet to the South edge of Potts Drive; (2) continuing South 29-03-53 West 41.23 feet, crossing a 40-foot Drainage Easement belonging to the N.C.D.O.T. as described in Deed Book 238, Page 596, said easement running parallel with Potts Drive, (3) continuing South 29-03-53 West 105.07 feet to a concrete R/W Monument; (4) South 29-04-39 West 701.26 feet to another concrete R/W Monument, (5) South 29-06-56 West 145.77 feet, (6) South 28-30-20 West 153.38 feet, and (7) a curve to the left (Radius 2,661.48 feet a linear distance of 286.88 feet (Chord South 24-17-56 West 286.74 feet) to the BEGINNING, containing 22.091 acres, per survey and plat of L. Kevin Ensley, PLS, dated March 23, 2007, entitled "Survey for William Lucius Jones" and identified as Job B-005-07.

SUBJECT TO the aforesaid USDOT Drainage Easement and the easement for Potts Drive as the same exists, and the rights of various persons, if any, to take water from Jonathan Creek.

This property is located within a Flood Zone.

Reference: Will Book 4 Page 431; Deed Book 75 Page 184 Tract 1; Deed Book 122, Page 637



PROPERTY LEASE

NORTH CAROLINA
HAYWOOD COUNTY

THIS LEASE AGREEMENT (this "Lease"), made and entered into this _____ day of _____, 2009, by and between HAYWOOD COUNTY, a subdivision of the State of North Carolina and a body politic and corporate ("Lessor") and **Dan William Ross and (wife) Rhonda J. Ross:**

WITNESSETH:

WHEREAS, Lessor acquired the real estate described on Appendix I, attached hereto and incorporated herein by reference (the "Premises"); and

WHEREAS, Lessor intends to own the property perpetually and to eventually develop the Premises as a sports complex; and

WHEREAS, Lessee desires to lease the Premises and has offered to keep and maintain the same as open space or wetlands management use including cultivation; and

WHEREAS, Lessor has agreed to lease the Premises to Lessee subject to the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the rent stated herein and the covenants, terms, and conditions hereinafter set forth, Lessor does hereby let, lease, and demise unto Lessee and Lessee does hereby rent and lease from Lessor the Premises described on Appendix I.

This Lease is executed upon the following terms and conditions:

1. Term. The term of this Lease shall commence on the **1st day of June, 2009** (the "Commencement Date") and, unless sooner terminated as herein provided, shall exist and continue until the **31st day of May, 2010** (the "Expiration Date"); provided, however, notwithstanding any other provision of this Lease, Lessor shall have the right to terminate this Lease at any time upon not less than seven (7) days written notice to Lessee. Such notice of termination shall specify a termination date, which shall not be less than seven (7) days from the date the notice is given, and this Lease shall terminate on the date so specified.
2. Rent. Lessee shall pay rent to Lessor in the amount of **\$3,057.78** for the use of the Premises.
3. Renewal. This Lease shall be renewable for successive terms as agreed to by the parties hereto.
4. Lessor's Obligations. Lessor is leasing the Premises to Lessee in "as is condition" and

makes no representations, express or implied, that the Premises is suitable for the use permitted by this Lease, or any other use. Lessor shall have no obligation of any kind, sort, or nature with regard to the Premises, nor shall Lessor have any obligation to make any payment or invest any money in, or take any other action with respect to the Premises.

5. Use of the Premises. The Premises are to be used and occupied by Lessee solely as open space and wetlands management use including cultivation and for no other purpose. Lessee shall at all times fully and properly comply with all laws, ordinances, and regulations governing the use of the Premises enacted or adopted by every lawful authority having jurisdiction over the same. Lessor reserves the right and privilege to enter upon and use the Premises for planning, engineering, and/or for other purposes not inconsistent with the aforesaid use of the Premises.

6. Rules Governing the Use of the Premises. The following rules and regulations shall govern the use of the Premises by Lessee:

(a) Lessee shall not erect any building, fencing, or structure on the Premises or install any impervious surface, including, without limitation, a paved area or a concrete pad.

(b) Lessee shall not erect or post any signs on the Premises, except for "No Trespassing" signs.

(c) Lessee shall not excavate any soil or other surface or subsurface material from the Premises, and shall not dig holes or otherwise change the surface thereof; provided, however, notwithstanding the foregoing Lessor agrees that Lessee may have and maintain a personal garden or other cultivation on the Premises.

(d) Lessee shall not remove any tree, other natural growth, or any natural object from the Premises unless first approved in writing by Lessor, which approval may be withheld in Lessor's sole discretion.

(e) Lessee shall not build any fires or permit any burning on the Premises and shall not cause or permit any use that will in any way increase the possibility of fire or other casualty, nor shall Lessee allow or permit the use of any firearms or explosives on the Premises.

(f) Lessee shall not cause or permit any improper noises on the Premises or allow any unpleasant odors to emanate from the Premises or otherwise annoy in any way other residents in the area.

(g) Lessee shall not alter the topography of Premises in any way and shall not fill in any part of the Premises with any material, including, without limitations, dirt, rocks, or brush.

(h) Lessee shall not cause or permit Hazardous Material (as hereinafter defined) to be brought upon, kept or used in and about the Premises by Lessee, his/her, or their agents, employees, contractors, or invitees. As used herein the term "Hazardous Material" means any hazardous or toxic substance, material or waste, including, but not limited to, those substances, materials, and waste listed in the United States Department of Transportation Hazardous Materials Table (49 CFR 172.01) or by the Environmental Protection Agency as hazardous substance pursuant to the Comprehensive Environmental Response, Compensation and Liability

Act of 1980 as amended (42 U.S.C. § 9601 et seq.), and any regulations promulgated thereunder and amendments thereto, and shall include all substances, materials, and waste that are or become regulated under any other applicable local, state, or federal law. Hazardous Material shall also extend to and include any substances prohibited under standard forms of fire insurance policy.

(i) Lessee shall not use the Premises in any way that is inconsistent with real estate held as vacant, open space.

(j) Lessee shall not use the Premises for the purpose of housing or maintaining animals.

7. Assignment or Sublease. Lessee shall not voluntarily (i) assign or in any manner transfer this Lease or any estate or interest therein, (ii) permit any assignment of this Lease or any estate or interest therein by operation of law or otherwise, (iii) sublet the Premises or any part thereof, (iv) grant any license, concession or other right of occupancy of any portion of the Premises, or (v) permit the use of the Premises by any parties, other than Lessee. Lessee shall not mortgage, pledge or otherwise encumber Lessee's interest in this Lease or in the Premises.

8. Release and Indemnity. To the fullest extent permitted by law, Lessee shall release, indemnify, keep and save harmless Lessor, Lessor's agents, officials, and employees, from any and all responsibility or liability for any and all damage or injury of any kind or nature whatever (including death resulting therefrom) to all persons, whether agents, officials, and employees of Lessor, Lessee, or third persons, and to all property (including the property of Lessee) caused by, instituted, resulting from, rising out of, or accruing in connection with, directly or indirectly, the use or occupancy of the Premises by Lessee (or by any person who may be acting for Lessee or for whom Lessee is or is alleged to be in any way responsible), whether such claim may be based in whole or in part upon contract, tort (including alleged active or passive negligence or participation in the wrong), or upon any alleged breach of any duty or obligation on the part of Lessee, Lessee's agents, employees, or invitees, or otherwise. The provisions of this paragraph shall include any claim for equitable relief or damages (compensatory or punitive) against Lessor, Lessor's agents, officials, and employees, including alleged injury to the business of any claimant and shall include any and all losses, damages, injuries, settlements, judgments, decrees, awards, fines, penalties, claims, cost, and expenses. Expenses as used herein shall include, without limitation, the cost incurred by Lessor, Lessor's agents, officials, and employees, in connection with investigating any claim or defending any action, and shall also include attorneys' fees by reason of the assertion of any such claim against Lessor, Lessor's agents, officials, or employees. Lessee expressly understands and agrees that any insurance protection required by this Lease, or otherwise provided by Lessee, will in no way limit Lessee's responsibility to release, indemnify, keep and save harmless and defend Lessor as provided herein. The intention of the parties is to apply and construe this Release and Indemnity broadly in favor of Lessor.

9. Default. Lessee's failure to (i) use the Premises as provided in the Lease, (ii) comply with the rules and regulations governing of the use of the Premises, (iii) provide and keep in force the required insurance, or (iv) comply with any other term or condition of this Lease shall

constitute an Event of Default. Upon the occurrence of an Event of Default Lessor shall notify Lessee in writing of such default and if the Event of Default has not been cured or corrected within fifteen (15) days of the giving of such notice this Lease shall automatically terminate.

10. Notices. All notices given hereunder shall be made in writing. Such notices shall be deemed given when personally delivered or deposited in the United States mail, certified or registered mail, postage prepaid, addressed to the respective party at the address shown below unless a different address shall have been provided in writing:

If to Lessor: Haywood County
215 North Main Street
Waynesville, North Carolina 28786
Attention: David Cotton, County Manager

If to Lessee: Mr. and Mrs. Dan and Rhonda Ross
508 Beantown Rd.
Waynesville, NC 28785

11. No Waiver. Lessor's failure to enforce or delay in enforcing any of the provisions, rights, or remedies in this Lease shall not be a waiver nor in any way affect the validity of this Lease or any part hereof, or the right of Lessor to enforce each and every provision, right, or remedy contained herein. No waiver of any breach of any provision of this Lease shall be held to be a waiver of any other subsequent breach of the same or any other provision.

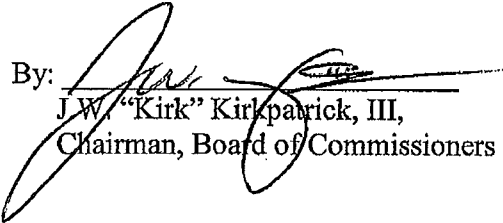
12. Entire Agreement. This Lease sets forth all of the covenants, promises, agreements, conditions, and understandings between Lessor and Lessee concerning the Premises. Lessee shall make no claim on account of any alleged representations contained in prior discussions, correspondence, or other documents, not set forth in this Lease. This Lease shall not be altered, amended, or changed except by a written document executed by Lessor and Lessee.

13. Time is of the essence. Time is of the essence of this Lease and the performance of all obligations hereunder.

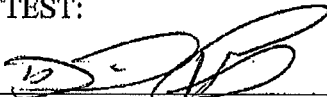
IN WITNESS WHEREOF, Lessor and Lessee have executed this Lease as of the day and year first written above.

LESSOR:

HAYWOOD COUNTY

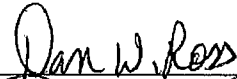

By: 
J.W. "Kirk" Kirkpatrick, III,
Chairman, Board of Commissioners

ATTEST:


David Cotton, County Manager

(SEAL)

LESSEE:

 (SEAL)
 (SEAL)

STATE OF NORTH CAROLINA

COUNTY OF HAYWOOD

I, Rebecca Morgan a Notary of said State and County, do hereby certify that DAVID COTTON, personally appeared before me this day and acknowledged that he is Clerk to the Board of County Commissioners of Haywood County, a body politic and corporate, and that by authority duly given and as the act of the said Board, the foregoing instrument was signed in its name by its Chairman, sealed with its corporate seal and attested by himself as its Clerk.

WITNESS my hand and official seal this the 4/22nd day of April, 2009.

Rebecca Morgan
Notary Public

Rebecca Morgan
Printed Name of Notary Public

My Commission Expires:

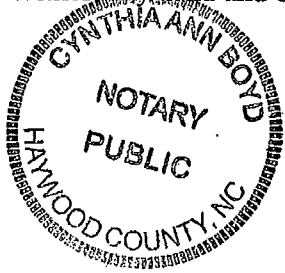
April 17, 2013
[Official Seal]

STATE OF NORTH CAROLINA

COUNTY OF HAYWOOD

I, the undersigned, a Notary Public of the aforesaid County and State, do hereby certify that **Dan William Ross** personally appeared before me this day and acknowledged the due execution of the foregoing Lease Agreement.

Witness my hand and official stamp or seal, this 20 day of April, 2009.



Cynthia Ann Boyd
Notary Public

Cynthia Ann Boyd
Printed Name of Notary Public

My Commission Expires:

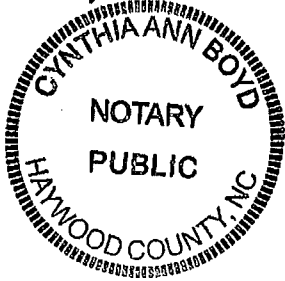
10-14-2012
[Official Seal]

STATE OF NORTH CAROLINA

COUNTY OF HAYWOOD

I, the undersigned, a Notary Public of the aforesaid County and State, do hereby certify that **Rhonda J. Ross** personally appeared before me this day and acknowledged the due execution of the foregoing Lease Agreement.

Witness my hand and official stamp or seal, this 20 day of April, 2009.



Cynthia Ann Boyd
Notary Public

Cynthia Ann Boyd
Printed Name of Notary Public

My Commission Expires:

10-14-2012
[Official Seal]

APPENDIX I

LEASE BETWEEN COUNTY OF HAYWOOD AND

Being the property described as follows

BEGINNING at an iron stake set (being a metal fence post) at the Western right-of-way of Jonathan Creek Road (U.S. Hwy. 276) which iron stake lies North 17-12-52 East 98.39 feet from NCGS Monument "TRIT" (NCGS Monument "MULE" lies North 28-55-44 East 2,988.07 feet from "TRIT") and runs North 67-31-37 West 839.22 feet (passing through a new iron stake [metal fence post] at 793.82 feet) to a point in the center of Jonathan Creek; thence with Jonathan Creek, as it meanders, seven calls: (1) North 22-10-24 East 99.48 feet, (2) North 39-58-40 East 213.22 feet, (3) North 36-12-48 East 447.36 feet, (4) North 71-28-35 East 204.98 feet, (5) North 52-50-46 East 276.30 feet, (6) North 43-16-11 East 217.77 feet, and (7) North 45-41-53 East 287.26 feet to a point on the Northern edge of a steel and timber bridge spanning the creek, being the Westmost corner of the Thomas Bryan Medford lot described in Deed Book 327 at Page 50; thence with the Southerly margin of that Lot and his adjoining Lot described in Deed Book 419 at 1163, and a tract belonging to John Michael Medford (461/82) South 43-56-43 East 354.68 feet (running generally along Pitts Drive) to an iron pin set in the Westerly margin of the right-of-way of Jonathan Creek Road where Potts Drive intersects with said Road; thence with said right-of-way seven calls: (1) South 29-03-53 West 10.12 feet to the South edge of Potts Drive; (2) continuing South 29-03-53 West 41.23 feet, crossing a 40-foot Drainage Easement belonging to the N.C.D.O.T. as described in Deed Book 238, Page 596, said easement running parallel with Potts Drive, (3) continuing South 29-03-53 West 105.07 feet to a concrete R/W Monument; (4) South 29-04-39 West 701.26 feet to another concrete R/W Monument, (5) South 29-06-56 West 145.77 feet, (6) South 28-30-20 West 153.38 feet, and (7) a curve to the left (Radius 2,661.48 feet a linear distance of 286.88 feet (Chord South 24-17-56 West 286.74 feet) to the **BEGINNING**, containing 22.091 acres, per survey and plat of L. Kevin Ensley, PLS, dated March 23, 2007, entitled "Survey for William Lucius Jones" and identified as Job B-005-07.

SUBJECT TO the aforesaid USDOT Drainage Easement and the easement for Potts Drive as the same exists, and the rights of various persons, if any, to take water from Jonathan Creek.

This property is located within a Flood Zone.

Reference: Will Book 4 Page 431; Deed Book 75 Page 184 Tract 1; Deed Book 122, Page 637



PROPERTY LEASE

NORTH CAROLINA

HAYWOOD COUNTY

THIS LEASE AGREEMENT (this "Lease"), made and entered into this 1st day of June, 2010, by and between HAYWOOD COUNTY, a subdivision of the State of North Carolina and a body politic and corporate ("Lessor") and **Charles Frank Medford and (wife) Sarah S. Medford:**

WITNESSETH:

WHEREAS, Lessor acquired the real estate described on Appendix I, attached hereto and incorporated herein by reference (the "Premises"); and

WHEREAS, Lessor intends to own the property perpetually and to eventually develop the Premises as a sports complex; and

WHEREAS, Lessee desires to lease the Premises and has offered to keep and maintain the same as open space or wetlands management use including cultivation; and

WHEREAS, Lessor has agreed to lease the Premises to Lessee subject to the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the rent stated herein and the covenants, terms, and conditions hereinafter setforth, Lessor does hereby let, lease, and demise unto Lessee and Lessee does hereby rent and lease from Lessor the Premises described on Appendix I.

This Lease is executed upon the following terms and conditions:

1. Term. The term of this Lease shall commence on the **1st day of June, 2010** (the "Commencement Date") and, unless sooner terminated as herein provided, shall exist and continue until the **31st day of May, 2011** (the "Expiration Date"); provided, however, notwithstanding any other provision of this Lease, Lessor shall have the right to terminate this Lease at any time upon not less than seven (7) days written notice to Lessee. Such notice of termination shall specify a termination date, which shall not be less than seven (7) days from the date the notice is given, and this Lease shall terminate on the date so specified.
2. Rent. Lessee shall pay rent to Lessor in the amount of **\$1,980.00** for the use of the Premises.
3. Renewal. This Lease shall be renewable for successive terms as agreed to by the parties hereto.
4. Lessor's Obligations. Lessor is leasing the Premises to Lessee in "as is condition" and

makes no representations, express or implied, that the Premises is suitable for the use permitted by this Lease, or any other use. Lessor shall have no obligation of any kind, sort, or nature with regard to the Premises, nor shall Lessor have any obligation to make any payment or invest any money in, or take any other action with respect to the Premises.

5. Use of the Premises. The Premises are to be used and occupied by Lessee solely as open space and wetlands management use including cultivation and for no other purpose. Lessee shall at all times fully and properly comply with all laws, ordinances, and regulations governing the use of the Premises enacted or adopted by every lawful authority having jurisdiction over the same. Lessor reserves the right and privilege to enter upon and use the Premises for planning, engineering, and/or for other purposes not inconsistent with the aforesaid use of the Premises.

6. Rules Governing the Use of the Premises. The following rules and regulations shall govern the use of the Premises by Lessee:

(a) Lessee shall not erect any building, fencing, or structure on the Premises or install any impervious surface, including, without limitation, a paved area or a concrete pad.

(b) Lessee shall not erect or post any signs on the Premises, except for "No Trespassing" signs.

(c) Lessee shall not excavate any soil or other surface or subsurface material from the Premises, and shall not dig holes or otherwise change the surface thereof; provided, however, notwithstanding the foregoing Lessor agrees that Lessee may have and maintain a personal garden or other cultivation on the Premises.

(d) Lessee shall not remove any tree, other natural growth, or any natural object from the Premises unless first approved in writing by Lessor, which approval may be withheld in Lessor's sole discretion.

(e) Lessee shall not build any fires or permit any burning on the Premises and shall not cause or permit any use that will in any way increase the possibility of fire or other casualty, nor shall Lessee allow or permit the use of any firearms or explosives on the Premises.

(f) Lessee shall not cause or permit any improper noises on the Premises or allow any unpleasant odors to emanate from the Premises or otherwise annoy in any way other residents in the area.

(g) Lessee shall not alter the topography of Premises in any way and shall not fill in any part of the Premises with any material, including, without limitations, dirt, rocks, or brush.

(h) Lessee shall not cause or permit Hazardous Material (as hereinafter defined) to be brought upon, kept or used in and about the Premises by Lessee, his/her, or their agents, employees, contractors, or invitees. As used herein the term "Hazardous Material" means any hazardous or toxic substance, material or waste, including, but not limited to, those substances, materials, and waste listed in the United States Department of Transportation Hazardous Materials Table (49 CFR 172.01) or by the Environmental Protection Agency as hazardous substance pursuant to the Comprehensive Environmental Response, Compensation and Liability

Act of 1980 as amended (42 U.S.C. § 9601 et seq.), and any regulations promulgated thereunder and amendments thereto, and shall include all substances, materials, and waste that are or become regulated under any other applicable local, state, or federal law. Hazardous Material shall also extend to and include any substances prohibited under standard forms of fire insurance policy.

(i) Lessee shall not use the Premises in any way that is inconsistent with real estate held as vacant, open space.

(j) Lessee shall not use the Premises for the purpose of housing or maintaining animals.

7. Assignment or Sublease. Lessee shall not voluntarily (i) assign or in any manner transfer this Lease or any estate or interest therein, (ii) permit any assignment of this Lease or any estate or interest therein by operation of law or otherwise, (iii) sublet the Premises or any part thereof, (iv) grant any license, concession or other right of occupancy of any portion of the Premises, or (v) permit the use of the Premises by any parties, other than Lessee. Lessee shall not mortgage, pledge or otherwise encumber Lessee's interest in this Lease or in the Premises.

8. Release and Indemnity. To the fullest extent permitted by law, Lessee shall release, indemnify, keep and save harmless Lessor, Lessor's agents, officials, and employees, from any and all responsibility or liability for any and all damage or injury of any kind or nature whatever (including death resulting therefrom) to all persons, whether agents, officials, and employees of Lessor, Lessee, or third persons, and to all property (including the property of Lessee) caused by, instituted, resulting from, rising out of, or accruing in connection with, directly or indirectly, the use or occupancy of the Premises by Lessee (or by any person who may be acting for Lessee or for whom Lessee is or is alleged to be in any way responsible), whether such claim may be based in whole or in part upon contract, tort (including alleged active or passive negligence or participation in the wrong), or upon any alleged breach of any duty or obligation on the part of Lessee, Lessee's agents, employees, or invitees, or otherwise. The provisions of this paragraph shall include any claim for equitable relief or damages (compensatory or punitive) against Lessor, Lessor's agents, officials, and employees, including alleged injury to the business of any claimant and shall include any and all losses, damages, injuries, settlements, judgments, decrees, awards, fines, penalties, claims, cost, and expenses. Expenses as used herein shall include, without limitation, the cost incurred by Lessor, Lessor's agents, officials, and employees, in connection with investigating any claim or defending any action, and shall also include attorneys' fees by reason of the assertion of any such claim against Lessor, Lessor's agents, officials, or employees. Lessee expressly understands and agrees that any insurance protection required by this Lease, or otherwise provided by Lessee, will in no way limit Lessee's responsibility to release, indemnify, keep and save harmless and defend Lessor as provided herein. The intention of the parties is to apply and construe this Release and Indemnity broadly in favor of Lessor.

9. Default. Lessee's failure to (i) use the Premises as provided in the Lease, (ii) comply with the rules and regulations governing of the use of the Premises, (iii) provide and keep in force the required insurance, or (iv) comply with any other term or condition of this Lease shall

constitute an Event of Default. Upon the occurrence of an Event of Default Lessor shall notify Lessee in writing of such default and if the Event of Default has not been cured or corrected within fifteen (15) days of the giving of such notice this Lease shall automatically terminate.

10. Notices. All notices given hereunder shall be made in writing. Such notices shall be deemed given when personally delivered or deposited in the United States mail, certified or registered mail, postage prepaid, addressed to the respective party at the address shown below unless a different address shall have been provided in writing:

If to Lessor: Haywood County
215 North Main Street
Waynesville, North Carolina 28786
Attention: Marty Stamey, Assistant County Manager

If to Lessee: Mr. and Mrs. Charles and Sarah Medford
52 Joe Medford Road
Waynesville, NC 28785

11. No Waiver. Lessor's failure to enforce or delay in enforcing any of the provisions, rights, or remedies in this Lease shall not be a waiver nor in any way affect the validity of this Lease or any part hereof, or the right of Lessor to enforce each and every provision, right, or remedy contained herein. No waiver of any breach of any provision of this Lease shall be held to be a waiver of any other subsequent breach of the same or any other provision.

12. Entire Agreement. This Lease sets forth all of the covenants, promises, agreements, conditions, and understandings between Lessor and Lessee concerning the Premises. Lessee shall make no claim on account of any alleged representations contained in prior discussions, correspondence, or other documents, not set forth in this Lease. This Lease shall not be altered, amended, or changed except by a written document executed by Lessor and Lessee.

13. Time is of the essence. Time is of the essence of this Lease and the performance of all obligations hereunder.

STATE OF NORTH CAROLINA

COUNTY OF HAYWOOD

I, Rebecca Morgan a Notary of said State and County, do hereby certify that MARTY STAMEY, personally appeared before me this day and acknowledged that he is Clerk to the Board of County Commissioners of Haywood County, a body politic and corporate, and that by authority duly given and as the act of the said Board, the foregoing instrument was signed in its name by its Chairman, sealed with its corporate seal and attested by himself as its Clerk.

WITNESS my hand and official seal this the 1st day of June, 2010.

Rebecca Morgan
Notary Public

Rebecca Morgan
Printed Name of Notary Public

My Commission Expires:

4/17/13
[Official Seal]

APPENDIX I

LEASE BETWEEN COUNTY OF HAYWOOD AND

Being the property described as follows

BEGINNING at an iron stake set (being a metal fence post) at the Western right-of-way of Jonathan Creek Road (U.S. Hwy. 276) which iron stake lies North 17-12-52 East 98.39 feet from NCGS Monument "TRIT" (NCGS Monument "MULE" lies North 28-55-44 East 2,988.07 feet from "TRIT") and runs North 67-31-37 West 839.22 feet (passing through a new iron stake [metal fence post] at 793.82 feet) to a point in the center of Jonathan Creek; thence with Jonathan Creek, as it meanders, seven calls: (1) North 22-10-24 East 99.48 feet, (2) North 39-58-40 East 213.22 feet, (3) North 36-12-48 East 447.36 feet, (4) North 71-28-35 East 204.98 feet, (5) North 52-50-46 East 276.30 feet, (6) North 43-16-11 East 217.77 feet, and (7) North 45-41-53 East 287.26 feet to a point on the Northern edge of a steel and timber bridge spanning the creek, being the Westmost corner of the Thomas Bryan Medford lot described in Deed Book 327 at Page 50; thence with the Southerly margin of that Lot and his adjoining Lot described in Deed Book 419 at 1163, and a tract belonging to John Michael Medford (461/82) South 43-56-43 East 354.68 feet (running generally along Pitts Drive) to an iron pin set in the Westerly margin of the right-of-way of Jonathan Creek Road where Potts Drive intersects with said Road; thence with said right-of-way seven calls: (1) South 29-03-53 West 10.12 feet to the South edge of Potts Drive; (2) continuing South 29-03-53 West 41.23 feet, crossing a 40-foot Drainage Easement belonging to the N.C.D.O.T. as described in Deed Book 238, Page 596, said easement running parallel with Potts Drive, (3) continuing South 29-03-53 West 105.07 feet to a concrete R/W Monument; (4) South 29-04-39 West 701.26 feet to another concrete R/W Monument, (5) South 29-06-56 West 145.77 feet, (6) South 28-30-20 West 153.38 feet, and (7) a curve to the left (Radius 2,661.48 feet a linear distance of 286.88 feet (Chord South 24-17-56 West 286.74 feet) to the BEGINNING, containing 22.091 acres, per survey and plat of L. Kevin Ensley, PLS, dated March 23, 2007, entitled "Survey for William Lucius Jones" and identified as Job B-005-07.

SUBJECT TO the aforesaid USDOT Drainage Easement and the easement for Potts Drive as the same exists, and the rights of various persons, if any, to take water from Jonathan Creek.

This property is located within a Flood Zone.

Reference: Will Book 4 Page 431; Deed Book 75 Page 184 Tract 1; Deed Book 122, Page 637

STATE OF NORTH CAROLINA

COUNTY OF HAYWOOD

I, the undersigned, a Notary Public of the aforesaid County and State, do hereby certify that **Sarah S. Medford** personally appeared before me this day and acknowledged the due execution of the foregoing Lease Agreement.

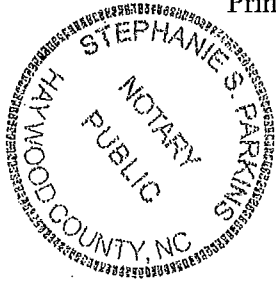
Witness my hand and official stamp or seal, this 3rd day of June, 2010.

Stephanie S Parkins
Notary Public

Stephanie S Parkins
Printed Name of Notary Public

My Commission Expires:

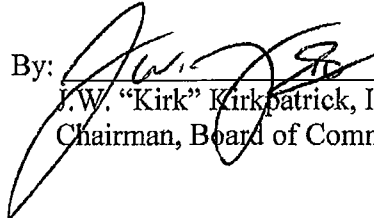
2/27/2011
[Official Seal]



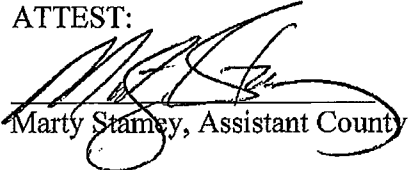
IN WITNESS WHEREOF, Lessor and Lessee have executed this Lease as of the day and year first written above.

LESSOR:

HAYWOOD COUNTY

By: 
J.W. "Kirk" Kirkpatrick, III,
Chairman, Board of Commissioners

ATTEST:


Marty Stamey, Assistant County Manager
(SEAL)

LESSEE:

 (SEAL)
 (SEAL)

STATE OF NORTH CAROLINA

COUNTY OF HAYWOOD

I, the undersigned, a Notary Public of the aforesaid County and State, do hereby certify that **Charles Frank Medford** personally appeared before me this day and acknowledged the due execution of the foregoing Lease Agreement.

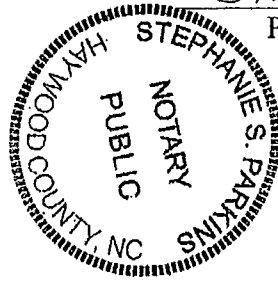
Witness my hand and official stamp or seal, this 3rd day of June, 2010.

Stephanie S Parkins
Notary Public

Stephanie S Parkins
Printed Name of Notary Public

My Commission Expires:

2/27/2011
[Official Seal]





PROPERTY LEASE

NORTH CAROLINA

HAYWOOD COUNTY

THIS LEASE AGREEMENT (this "Lease"), made and entered into this 31st day of May, 2011, by and between HAYWOOD COUNTY, a subdivision of the State of North Carolina and a body politic and corporate ("Lessor") and **Charles Frank Medford and (wife) Sarah S. Medford** ("Lessee"):

WITNESSETH:

WHEREAS, Lessor acquired the real estate described on Appendix I, attached hereto and incorporated herein by reference (the "Premises"); and

WHEREAS, Lessor intends to own the property perpetually and to eventually develop the Premises as a sports complex; and

WHEREAS, Lessee desires to lease the Premises and has offered to keep and maintain the same as open space or wetlands management use including cultivation and agricultural use; and

WHEREAS, Lessor has agreed to lease the Premises to Lessee subject to the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the rent stated herein and the covenants, terms, and conditions hereinafter set forth, Lessor does hereby let, lease, and demise unto Lessee and Lessee does hereby rent and lease from Lessor the Premises described on Appendix I.

This Lease is executed upon the following terms and conditions:

- Term. The term of this Lease shall commence on the **1st day of June, 2011** (the "Commencement Date") and, unless sooner terminated as herein provided, shall exist and continue until the **31st day of May, 2015** (the "Expiration Date"); provided, however, notwithstanding any other provision of this Lease, Lessor or Lessee shall have the right to terminate this Lease at any time upon not less than ninety (90) days written notice to the other. Such notice of termination shall specify a termination date, which shall not be less than ninety (90) days from the date the notice is given, and this Lease shall terminate on the date so specified, provided that said notice is given on or after November 15th and before March 15th of any given year. If Lessor terminates prior to end of lease Lessor will prorate the remainder of the one year term at the time of notification of termination of the lease and provide refund for rental period of the one year term only not utilized by Lessee. Lessee shall not buyout the remainder of the entire lease. If Lessee terminates there shall be no refund.
- Rent. Lessee shall pay rent to Lessor in the amount of **\$3,696** annually in advance for the use of the Premises.

3. Renewal. This Lease shall be renewable for successive terms as agreed to by the parties hereto.

4. Lessor's Obligations. Lessor is leasing the Premises to Lessee in "as is condition" and makes no representations, express or implied, that the Premises is suitable for the use permitted by this Lease, or any other use. Lessor shall have no obligation of any kind, sort, or nature with regard to the Premises, nor shall Lessor have any obligation to make any payment or invest any money in, or take any other action with respect to the Premises.

5. Use of the Premises. The Premises are to be used and occupied by Lessee solely as open space and wetlands management use including but not limited to cultivation and recreational uses as a corn maze. Lessee shall at all times fully and properly comply with all laws, ordinances, and regulations governing the use of the Premises enacted or adopted by every lawful authority having jurisdiction over the same. Lessor reserves the right and privilege to enter upon and use the Premises for planning, engineering, and/or for other purposes not inconsistent with the aforesaid use of the Premises. Lessor agrees not to damage or harm Lessee's crop or interfere with Lessee's business and will give Lessee reasonable notice and arrange a time for said entrance.

6. Rules Governing the Use of the Premises. The following rules and regulations shall govern the use of the Premises by Lessee:

(a) Lessee shall not erect any permanent building, fencing, or structure on the Premises or install any impervious surface, including, without limitation, a paved area or a concrete pad except that Lessee may bring onto the Premises temporary storage building, concessions trailer, and temporarily lighting consistent with Lessee's use as a corn maze.

(b) Lessee shall not erect or post any signs on the Premises, except for "No Trespassing" signs and signs advertising the corn maze and directional signs for assisting the public. All signs to be approved by Lessor before erection.

(c) Lessee shall not excavate any soil or other surface or subsurface material from the Premises.

(d) Lessee shall not remove any tree, other natural growth, or any natural object from the Premises unless first approved in writing by Lessor, which approval may be withheld in Lessor's sole discretion.

(e) Lessee shall not build any fires or permit any burning on the Premises except burning consistent with Haywood County ordinances and permitting notice shall be provided to Lessor of the type and nature of the burning prior to Lessee's conducting such activity.

(f) Lessee shall not cause or permit any improper noises on the Premises or allow any unpleasant odors to emanate from the Premises or otherwise annoy in any way other residents in the area.

(g) Lessee shall not alter the topography of Premises in any way and shall not fill in any part of the Premises with any material, including, without limitations, dirt, rocks, or brush.

(h) Lessee shall not cause or permit Hazardous Material (as hereinafter defined) to be brought upon, kept or used in and about the Premises by Lessee, his/her, or their agents, employees, contractors, or invitees. As used herein the term "Hazardous Material" means any hazardous or toxic substance, material or waste, including, but not limited to, those substances, materials, and waste listed in the United States Department of Transportation Hazardous Materials Table (49 CFR 172.01) or by the Environmental Protection Agency as hazardous substance pursuant to the Comprehensive Environmental Response, Compensation and Liability Act of 1980 as amended (42 U.S.C. § 9601 et seq.), and any regulations promulgated thereunder and amendments thereto, and shall include all substances, materials, and waste that are or become regulated under any other applicable local, state, or federal law. Hazardous Material shall also extend to and include any substances prohibited under standard forms of fire insurance policy.

(i) Lessee shall not use the Premises for the purpose of housing or maintaining animals.

7. Assignment or Sublease. Lessee shall not voluntarily (i) assign or in any manner transfer this Lease or any estate or interest therein, (ii) permit any assignment of this Lease or any estate or interest therein by operation of law or otherwise, (iii) sublet the Premises or any part thereof, (iv) grant any license, concession or other right of occupancy of any portion of the Premises, or (v) permit the use of the Premises by any parties, other than Lessee. Lessee shall not mortgage, pledge or otherwise encumber Lessee's interest in this Lease or in the Premises.

8. Release and Indemnity. To the fullest extent permitted by law, Lessee shall release, indemnify, keep and save harmless Lessor, Lessor's agents, officials, and employees, from any and all responsibility or liability for any and all damage or injury of any kind or nature whatever (including death resulting therefrom) to all persons, whether agents, officials, and employees of Lessor, Lessee, or third persons, and to all property (including the property of Lessee) caused by, instituted, resulting from, rising out of, or accruing in connection with, directly or indirectly, the use or occupancy of the Premises by Lessee (or by any person who may be acting for Lessee or for whom Lessee is or is alleged to be in any way responsible), whether such claim may be based in whole or in part upon contract, tort (including alleged active or passive negligence or participation in the wrong), or upon any alleged breach of any duty or obligation on the part of Lessee, Lessee's agents, employees, or invitees, or otherwise. The provisions of this paragraph shall include any claim for equitable relief or damages (compensatory or punitive) against Lessor, Lessor's agents, officials, and employees, including alleged injury to the business of any claimant and shall include any and all losses, damages, injuries, settlements, judgments, decrees, awards, fines, penalties, claims, cost, and expenses. Expenses as used herein shall include, without limitation, the cost incurred by Lessor, Lessor's agents, officials, and employees, in connection with investigating any claim or defending any action, and shall also include attorneys' fees by reason of the assertion of any such claim against Lessor, Lessor's agents, officials, or employees. Lessee expressly understands and agrees that any insurance protection required by this Lease, or otherwise provided by Lessee, will in no way limit Lessee's responsibility to release, indemnify, keep and save harmless and defend Lessor as provided herein. The intention of the parties is to apply and construe this Release and Indemnity broadly in favor of Lessor.

9. **INSURANCE.** The Lessee shall purchase and maintain at its own expense the following insurance covering its operation for the duration of this agreement, a copy of which is to be provided with the initial proposal to the County via its Recreation and Parks Department:

i) **General Liability** – Bodily and property damage liability as shall protect the Co-Sponsor and any subcontractor performing work under this agreement from claims of bodily injury and property damage which arise from the operations of this agreement whether such operations are performed by Lessee, any subcontractor or any one directly or indirectly employed by either. The amounts of such insurance shall not be less than one million dollars (\$1,000,000.00) bodily injury each occurrence/aggregate, or one million dollars (\$1,000,000.00) property damages each occurrence/aggregate, or one million dollars(\$1,000,000.00) bodily injury and property damage combined single limits each occurrence/aggregate. This insurance shall include coverage for products, completed operations, personal injury liability and contractual liability.

10. **Default.** Lessee's failure to (i) use the Premises as provided in the Lease, (ii) comply with the rules and regulations governing of the use of the Premises, (iii) provide and keep in force the required insurance, or (iv) comply with any other term or condition of this Lease shall constitute an Event of Default. Upon the occurrence of an Event of Default Lessor shall notify Lessee in writing of such default and if the Event of Default has not been cured or corrected within fifteen (15) days of the giving of such notice this Lease shall automatically terminate.

11. **Notices.** All notices given hereunder shall be made in writing. Such notices shall be deemed given when personally delivered or deposited in the United States mail, certified or registered mail, postage prepaid, addressed to the respective party at the address shown below unless a different address shall have been provided in writing:

If to Lessor: Haywood County
215 North Main Street
Waynesville, North Carolina 28786
Attention: Marty Stamey, County Manager

If to Lessee: Mr. and Mrs. Charles and Sarah Medford
52 Joe Medford Road
Waynesville, NC 28785

12. **No Waiver.** Lessor's failure to enforce or delay in enforcing any of the provisions, rights, or remedies in this Lease shall not be a waiver nor in any way affect the validity of this Lease or any part hereof, or the right of Lessor to enforce each and every provision, right, or remedy contained herein. No waiver of any breach of any provision of this Lease shall be held to be a waiver of any other subsequent breach of the same or any other provision.

13. **Entire Agreement.** This Lease sets forth all of the covenants, promises, agreements, conditions, and understandings between Lessor and Lessee concerning the Premises. Lessee shall make no claim on account of any alleged representations contained in prior discussions,

correspondence, or other documents, not set forth in this Lease. This Lease shall not be altered, amended, or changed except by a written document executed by Lessor and Lessee.

14. Time is of the essence. Time is of the essence of this Lease and the performance of all obligations hereunder.

IN WITNESS WHEREOF, Lessor and Lessee have executed this Lease as of the day and year first written above.

LESSOR:

HAYWOOD COUNTY

By: Mark Swanger
Mark S. Swanger
Chairman, Board of Commissioners

ATTEST:

Marty Stainey
Marty Stainey, County Manager
(SEAL)

LESSEE:

Charles F Medford (SEAL)
Sarah Medford (SEAL)

STATE OF NORTH CAROLINA

COUNTY OF HAYWOOD

I, Rebecca Morgan Notary of said State and County, do hereby certify that MARTY STAMEY, personally appeared before me this day and acknowledged that he is Clerk to the Board of County Commissioners of Haywood County, a body politic and corporate, and that by authority duly given and as the act of the said Board, the foregoing instrument was signed in its name by its Chairman, sealed with its corporate seal and attested by himself as its Clerk.

WITNESS my hand and official seal this the 6th day of June, 2011.

Rebecca Morgan
Notary Public

Rebecca Morgan
Printed Name of Notary Public

My Commission Expires:

4/14/13
[Official Seal]

STATE OF NORTH CAROLINA

COUNTY OF HAYWOOD

I, the undersigned, a Notary Public of the aforesaid County and State, do hereby certify that **Charles Frank Medford** personally appeared before me this day and acknowledged the due execution of the foregoing Lease Agreement.

Witness my hand and official stamp or seal, this 31st day of May, 2011.

Rebecca Morgan
Notary Public

Rebecca Morgan
Printed Name of Notary Public

My Commission Expires:

4/14/13
[Official Seal]

STATE OF NORTH CAROLINA

COUNTY OF HAYWOOD

I, the undersigned, a Notary Public of the aforesaid County and State, do hereby certify that **Sarah S. Medford** personally appeared before me this day and acknowledged the due execution of the foregoing Lease Agreement.

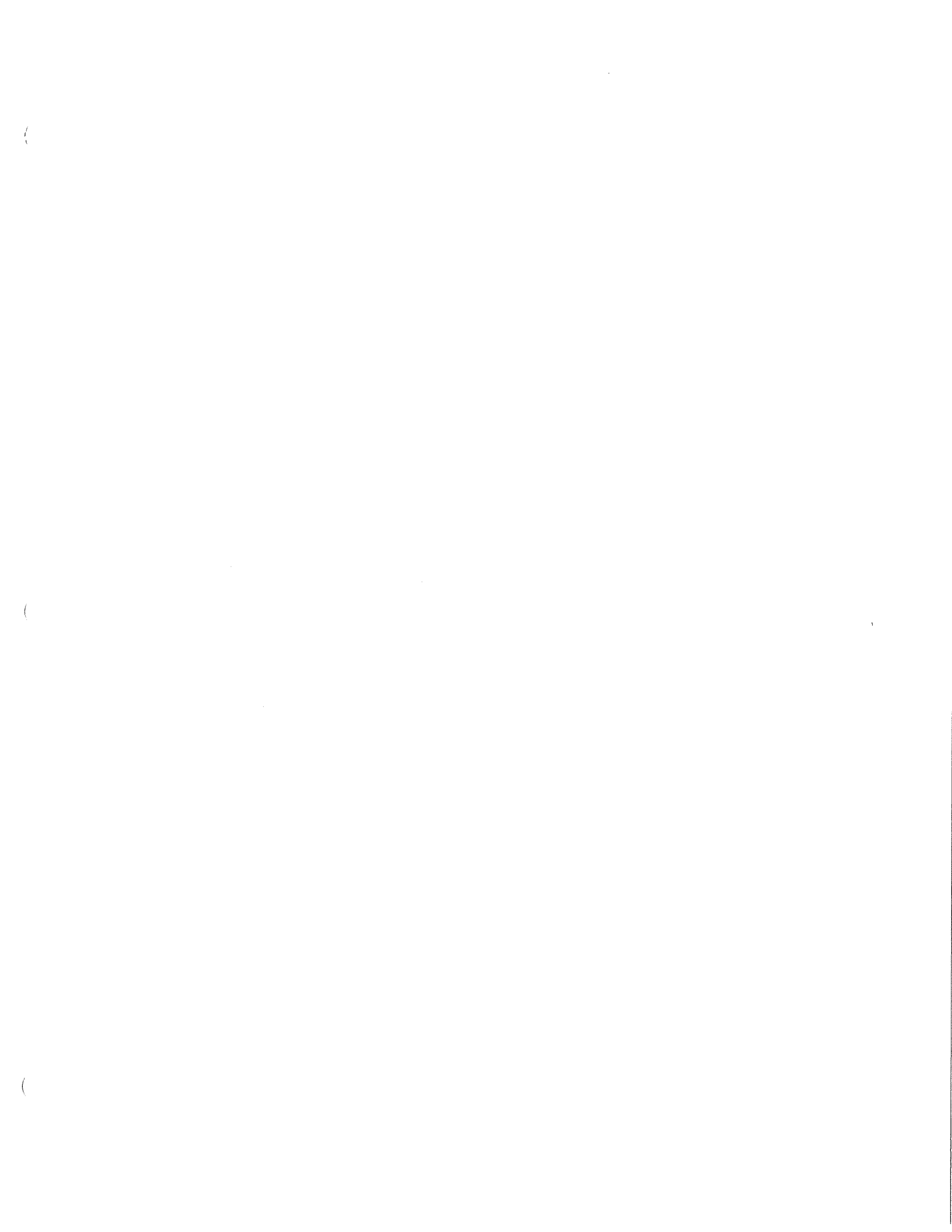
Witness my hand and official stamp or seal, this 31 day of May, 2011.

Rebecca Morgan
Notary Public

Rebecca Morgan
Printed Name of Notary Public

My Commission Expires:

4/14/13
[Official Seal]



American Jurisprudence, Second Edition

Database updated August 2011

Municipal Corporations, Counties, and Other Political Subdivisions

George Blum, J.D., Romualdo P. Eclavea, J.D., Tracy Bateman Farrell, J.D., Alan J. Jacobs, J.D., Jack K. Levin, J.D., and Amy G. Gore, J.D. and Anne E. Melley, J.D., LL.M., of the staff of the National Legal Research Group, Inc.

XII. Property

A. Acquisition and Ownership

Topic Summary Correlation Table References

§ 471. Property for municipal or public purposes

West's Key Number Digest

West's Key Number Digest, Counties ↪ 103, 106

West's Key Number Digest, Municipal Corporations ↪ 223

West's Key Number Digest, Towns ↪ 35.3, 35(1), 35(2)

Trial Strategy

Proof of Offer and Acceptance of Dedication of Land to Public Use, 77 Am. Jur. Proof of Facts 3d 1

Forms

Am. Jur. Legal Forms 2d § 180:85 (Resolution accepting historic landmark)

Municipalities may acquire and hold title to real property only for legitimate corporate purposes.[1] Because a municipal corporation or county may not expend public funds for a purpose that is not public, such entities have no authority to purchase and hold property for a purpose not connected with a public use.[2] Valid municipal purposes for which property may be purchased include developing a state prison,[3] maintaining off-street parking facilities,[4] operating a municipal landfill,[5] owning and leasing a miniature golf course,[6] and maintaining a sewage system.[7] In contrast, land acquired by a village solely to frustrate efforts to acquire such land for a forest preserve is not acquired for a valid public purpose.[8]

Municipal corporations may hold real estate that is not devoted or intended to be devoted to any public purpose when such property has come to it by a lawful gift or devise[9] or has ceased to be used for the public purpose for which it was originally acquired.[10]

[FN1] Lewis v. City of Shreveport, 108 U.S. 282, 2 S. Ct. 634, 27 L. Ed. 728 (1883); Timothy Christian Schools v. Village of Western Springs, 285 Ill. App. 3d 949, 221 Ill. Dec. 261, 675 N.E.2d 168 (1st

Dist. 1996); *Hogge v. Rowan County Fiscal Court*, 313 Ky. 387, 231 S.W.2d 8 (1950); *Wilson Coalition v. Mayor and Common Council of City of Summit*, 245 N.J. Super. 616, 586 A.2d 346, 65 Ed. Law Rep. 811 (Law Div. 1990).

[FN2] *Walbridge v. Carroll*, 172 Ohio App. 3d 429, 2007-Ohio-3586, 875 N.E.2d 144 (6th Dist. Wood County 2007); *Holecek v. Sundby*, 2007 SD 128, 743 N.W.2d 131 (S.D. 2007).

[FN3] *Burks v. City of Licking*, 980 S.W.2d 109 (Mo. Ct. App. S.D. 1998).

[FN4] *CLEAN v. City of Spokane*, 133 Wash. 2d 455, 947 P.2d 1169 (1997).

[FN5] *State ex rel. Birk v. City of Jackson*, 907 S.W.2d 181 (Mo. Ct. App. E.D. 1995).

[FN6] *Kautza v. City of Cody*, 812 P.2d 143 (Wyo. 1991).

[FN7] *Kelley v. City of Griffin*, 257 Ga. 407, 359 S.E.2d 644 (1987).

[FN8] *Village of Fox River Valley Gardens v. Lake County Forest Preserve Dist.*, 224 Ill. App. 3d 919, 166 Ill. Dec. 855, 586 N.E.2d 813 (2d Dist. 1992).

[FN9] *Treadwell v. Beebe*, 107 Kan. 31, 190 P. 768, 10 A.L.R. 1359 (1920);

Kennedy v. City of Nevada, 222 Mo. App. 459, 281 S.W. 56 (1926); *Berg Development Co. v. City of Missouri City*, 603 S.W.2d 273 (Tex. Civ. App. Houston 14th Dist. 1980), writ refused n.r.e., (Oct. 29, 1980).

As to the possibility of reverter when land is gifted or devised upon condition, see Am. Jur. 2d, Estates § 207.

[FN10] *Kennedy v. City of Nevada*, 222 Mo. App. 459, 281 S.W. 56 (1926).

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AMJUR MUNCCORP § 471

END OF DOCUMENT

Subject: Request for Public Information - Request For Proposals To Lease Property

Date: Wed, 15 Apr 2015 13:49:41 -0400

From: Monroe Miller <monroemillerjr@bellsouth.net>

To: Ira Dove <idove@haywoodnc.net>, Chip Killian <CKillian@haywoodnc.net>, Leon Killian <chip.killian@nelsonmullins.com>, KEVIN ENSLEY <lkensley@bellsouth.net>, Mark Swanger <markswanger@bellsouth.net>, Michael Sorrells <sorrells@cbvnol.com>, Bill Upton <billupton@bellsouth.net>, KIRK KIRKPATRICK <kirk@jwklaw.net>, David Francis <dbfrancis@haywoodnc.net>, Claire Carlton <ccarleton@haywoodnc.net>

CC: Candace Way <ecway@haywoodnc.net>, Stoney Blevins <tsblevins@haywoodnc.net>

Mr. Dove and Ms. Carlton,

This is a Request for Public Information. On or about 3/13/2015, a notice was posted on www.haywoodnc.net, Request For Proposals To Lease Property, pointing to http://haywoodnc.net/index.php?option=com_content&view=article&id=1807:news-recrfp031615&catid=1:latest-news

Haywood County is seeking proposals for the lease of approximately 22 acres it owns. The property in described at PIN # 8607-27-9452 and is off Highway 276 near Potts Drive in the JonathanCreek area. The lease will be for a term of one year and is limited to cultivation activities.

To review a copy of the proposed lease terms, please contact Claire Carleton, Haywood County Recreation and Parks Director at 828-452-6789, 63 Elmwood Way, Waynesville, NC 28786; ccarleton@haywoodnc.net. Written bids to the attention of Ms. Carleton must be received by mail or delivery to the above address or by email by 5 p.m., Friday, March 27, 2015.

DATE: March 13, 2015

It is my understanding that this parcel of land, also soon to be known as the James Weaver Kirk Kirkpatrick III Park, was also leased last year, to some guy named Ross, I believe, for the purposes of growing corn.

I would like to inspect all lease records for this parcel of land since the county acquired this land for public purposes. I would also like to inspect any and all written bids received by Claire Carlton as stipulated by the above notice.

Then, I would like for you to explain how the [expletive deleted] that you all can lease this land for the private use of people growing crops, in flagrant disregard for § 471. **Property for municipal or public purposes** (see attached). It states:

Municipalities may acquire and hold title to real property only for legitimate corporate purposes. Because a municipal corporation or county may not expend public funds for a purpose that is not public, such entities have no authority to purchase and hold property for a purpose not connected with a public use.

Please acknowledge this request for Public Information.

Monroe Miller

Jonathon Creek Lease

Bid Opening 3/30/15

Keith Green \$4000

Dan Ross \$5555.55

Charles Medford \$ ~~228~~ cc
\$2860.

10:35AM Colene Carleton 3/30/15

Condae Wang

Scanned
3/30/15 and
4/15/15

This is DAN ROSS

I am Bidding on Land on Johnathon creek
to grow corn and wheat.

My Bid is 5,555.55

Thank you Dan Ross

Dan Ross

J. Creek

734-3657

Received
12:50pm
3/27/15
Le Johnston

Keith Green

828-226-2496

I Bid \$ 4000.00 ON
22 Acres Track on Jonathan
Creek for 2015 year

Keith Green

Johnny Keith Green

288 Turkeypen Rd
Maggie Valley NC 28785

3/27/15 4:08

E. Bartlett

Bid For Jonathan Creek prop.

March 26, 2015

Charles Medford
Medford Dairy Farm
52 Joe Medford Road
Waynesville, NC 28785

To whom it may concern

I am interested in acquiring a one- year lease on the twenty-two acre tract of land owned by Haywood County located in the Johnathon Creek area.

My bid for this lease is \$130 per acre for a total of \$2860.00.

Sincerely

Charles F Medford

Charles F Medford

*Charles Medford
received*

3:27pm

3/27/15

C. Carlton

*Claire Carlton
Johnathon Creek Bid*

593-9230



Find It Here County Government Online Services Our Community Government Resources

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search...

Commissioners agenda for June 1



Main Menu

- Home
- About Haywood County
- Bid Opportunities Board of Commissioners
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- Ordinances
- Taxes Online
- Employee Access

Departments - Public Information

HAYWOOD COUNTY BOARD OF COMMISSIONERS

AGENDA FOR

June 1, 2015

The Board will meet in the HAYWOOD COUNTY COURTROOM

of the HISTORIC COURTHOUSE at 215 N. Main Street, Waynesville

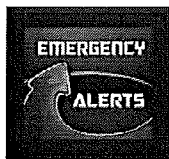
beginning at 9:00 a.m.

Citizens must sign up for public comment prior to 8:50 a.m. and are limited

to three (3) minutes. Audience members may not address the Board at any time

during deliberations unless recognized by the Chairman.

- I. Call to Order – Chairman Mark S. Swanger
- II. Pledge of Allegiance
- III. Call for Public Hearing
 1. Request for Public Hearing regarding the issuance of a financing contract for the construction of a public services training facility at Haywood Community College on June 15, 2015 at 5:30 p.m. – Julie Davis, Finance Director – ATTACHMENT 1
 2. Request for Public Hearing for consideration of new stealth Monopine Telecommunication Tower for Celco Partnership D/B/A Verizon Wireless including variance request for July 20, 2015 at 5:30 p.m. – Kris Boyd, Planning Director – ATTACHMENT 2
- IV. Public Comment Session
- V. Constituent Concerns
- VI. Administrative/Agency Reports
 1. Smoky Mountain Quarterly Report – Julie Davis, Finance Director – ATTACHMENT 3
 2. Update from Sheriff's Office on the Detention Center and Pathways Center – Sheriff Greg Christopher – ATTACHMENT 4
- VII. Discussion /Adjustment to Agenda
- VIII. Consent Agenda
 1. Approve May 18, 2015 regular meeting minutes
 - a. General Fund – Emergency Management \$1,104– fee proceeds from the NC Dept.



Did You Know:

Novelist, poet and educator Fred Chappell grew up in Canton and graduated from high school there in 1954.

2. Budget amendments – Julie Davis, Finance Director
of Public Safety for hazardous materials training – ATTACHMENT 5
 - b. General Fund – HHSA – Environmental Health – \$8,568 Distribution, from the NC Division of Public Health, of fees collected for food and lodging sanitation programs and activities – ATTACHMENT 6
 - c. General Fund – HHSA – reallocation of \$56,600 to cover the purchase of two vehicles used in the child welfare program – ATTACHMENT 7
3. Annual Audit Contract with Dixon, Hughes, Goodman, LLP – Julie Davis, Finance Director – ATTACHMENT 8
4. Request approval of the following resolution regarding an installment financing contract for the Haywood Community College Public Services Training Facility that will be repaid with sales tax proceeds dedicated to college capital:
Resolution of the Board of Commissioners of the County of Haywood, North Carolina, Authorizing the Negotiation of an Installment Financing Obligation, Directing the Publication of Notice with Respect Thereto and Providing for Certain Other Matters Related Thereto. – Julie Davis, Finance Director – ATTACHMENT 9
5. Change in meeting schedule – cancellation of July 6, 2015 regular meeting – Chairman Mark Swanger

IX. Old Business

X. New Business

1. Request approval of resolution to adopt a Memorandum of Understanding regarding a regional mutual aid agreement among the 17 WNC Offices of the Sheriff – Sheriff Greg Christopher – ATTACHMENT 10
2. Request approval of Budget Amendment for Health and Human Services Agency – General Fund – Health Department - \$4,042 – federal funds from the Women & Children's Health program to provide counseling and education – Julie Davis, Finance Director – ATTACHMENT 11
3. Presentation from Haywood Chamber of Commerce Young Professionals New Generation Leaders Greenway Project and request approval of MOU regarding installation and maintenance of signage – Martha Bradley, Young Professionals and New Generation Leader Action Team member – ATTACHMENT 12
4. Request approval of Blue Ridge National Heritage Area's Trail Signs Construction Engineering and Inspection Contract for Vaughn and Melton – Angie Chandler, Executive Director, BRNHA – ATTACHMENT 13
5. Approval of one year lease in the amount of \$5,555.55 to Dan W. and Rhonda J. Ross for the County owned Jonathan Creek Property for agricultural purposes – Claire Carleton, Recreation and Parks Director – ATTACHMENT 14

XI. Closed Session

- Personnel - G.S. §143-318.11(a)(6)
- Attorney/Client Privilege – G.S. §143-318.11(a)(3)

XII. Adjournment



HAYWOOD COUNTY BOARD OF COMMISSIONERS

AGENDA REQUEST

***Must be presented to the County Manager's Office
NO LATER THAN 5 P.M. FRIDAY THE WEEK BEFORE THE MEETING***

DATE OF REQUEST: 5/7/15

FROM: Claire Carleton

MEETING DATE REQUESTED: 5/18/15

*Regular meetings: First (1st) Monday of the month at 9:00 am
Third (3rd) Monday of the month at 5:30 pm*

SUBJECT: Jonathan Creek Property One-Year Lease Agreement 2015-16

REQUEST: Approval of 1-year lease to Dan W. and Rhonda J. Ross.

BACKGROUND: In March the County posted a public invitation to bid on a one-year lease for the Jonathan Creek property for agricultural purposes. Three bids were received by the 3/30/15 deadline and Mr. and Mrs. Ross were the highest bidders. They propose to grow corn and wheat. The HC Recreation Advisory Board approved the request for recommendation to the BOCC at their regular meeting on 4/7/15.

IMPLEMENTATION PLAN: The term of the lease is June 1, 2015 through May 31, 2016.

FINANCIAL IMPACT STATEMENT: Mr. Ross will lease the property for \$5,555.55.

SUPPORTING ATTACHMENTS: YES NO HOW MANY? 1
LIST: _____

PowerPoint Presentation: YES NO

PERSON MAKING PRESENTATION AT MEETING: Claire Carleton
TITLE: Recreation & Parks Director
PHONE NUMBER: 452-6789
E-MAIL: ccarleton@haywoodnc.net

THIS SECTION FOR OFFICE USE ONLY

Received (Date/Time): _____

County Manager / Clerk to the Board Comments: _____

PROPERTY LEASE

NORTH CAROLINA

HAYWOOD COUNTY

THIS LEASE AGREEMENT (this "Lease"), made and entered into this 1 day of June , 2015, by and between HAYWOOD COUNTY, a subdivision of the State of North Carolina and a body politic and corporate ("Lessor") and **Dan William Ross and (wife) Rhonda J. Ross:**

WITNESSETH:

WHEREAS, Lessor acquired the real estate described on Appendix I, attached hereto and incorporated herein by reference (the "Premises"); and

WHEREAS, Lessor intends to own the property perpetually and to eventually develop the Premises as a sports complex; and

WHEREAS, Lessor has determined the sports complex will not be developed during the term of the lease; and

WHEREAS, Lessor has determined that it is beneficial to the public to maintain said property, and the Lessor would need to expend funds to do so absent an agreement; and

WHEREAS, Lessee desires to lease the Premises and has offered to keep and maintain the same as open space or wetlands management use including cultivation; and

WHEREAS, Lessor has agreed to lease the Premises to Lessee subject to the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the rent stated herein and the covenants, terms, and conditions hereinafter set forth, Lessor does hereby let, lease, and demise unto Lessee and Lessee does hereby rent and lease from Lessor the Premises described on Appendix I.

This Lease is executed upon the following terms and conditions:

1. Term. The term of this Lease shall commence on the **1st day of June, 2015** (the "Commencement Date") and, unless sooner terminated as herein provided, shall exist and continue until the **31st day of May, 2016** (the "Expiration Date"); provided, however, notwithstanding any other provision of this Lease, Lessor shall have the right to terminate this Lease at any time upon not less than seven (7) days written notice to Lessee. Such notice of termination shall specify a termination date, which shall not be less than seven (7) days from the date the notice is given, and this Lease shall terminate on the date so specified, provided that said notice is given on or after November 15th and before March 15th. If Lessor terminates prior to end of lease Lessor will prorate remaining lease and provide refund for rental period not utilized by Lessee. If Lessee terminates there shall be no refund.

2. Rent. Lessee shall pay rent to Lessor in the amount of \$5555.55 for the use of the Premises.
3. Renewal. This Lease shall be renewable for successive terms if agreed to in writing by the parties hereto.
4. Lessor's Obligations. Lessor is leasing the Premises to Lessee in "as is condition" and makes no representations, express or implied, that the Premises is suitable for the use permitted by this Lease, or any other use. Lessor shall have no obligation of any kind, sort, or nature with regard to the Premises, nor shall Lessor have any obligation to make any payment or invest any money in, or take any other action with respect to the Premises.
5. Use of the Premises. The Premises are to be used and occupied by Lessee solely as open space and wetlands management use including cultivation and for no other purpose. Lessee shall at all times fully and properly comply with all laws, ordinances, and regulations governing the use of the Premises enacted or adopted by every lawful authority having jurisdiction over the same. Lessor reserves the right and privilege to enter upon and use the Premises for planning, engineering, and/or for other purposes not inconsistent with the aforesaid use of the Premises.
6. Rules Governing the Use of the Premises. The following rules and regulations shall govern the use of the Premises by Lessee:
 - (a) Lessee shall not erect any building, fencing, or structure on the Premises or install any impervious surface, including, without limitation, a paved area or a concrete pad.
 - (b) Lessee shall not erect or post any signs on the Premises, except for "No Trespassing" signs.
 - (c) Lessee shall not excavate any soil or other surface or subsurface material from the Premises, and shall not dig holes or otherwise change the surface thereof; provided, however, notwithstanding the foregoing Lessor agrees that Lessee may have and maintain a personal garden or other cultivation on the Premises.
 - (d) Lessee shall not remove any tree, other natural growth, or any natural object from the Premises unless first approved in writing by Lessor, which approval may be withheld in Lessor's sole discretion.
 - (e) Lessee shall not build any fires or permit any burning on the Premises and shall not cause or permit any use that will in any way increase the possibility of fire or other casualty, nor shall Lessee allow or permit the use of any firearms or explosives on the Premises.
 - (f) Lessee shall not cause or permit any improper noises on the Premises or allow any unpleasant odors to emanate from the Premises or otherwise annoy in any way other residents in the area.
 - (g) Lessee shall not alter the topography of Premises in any way and shall not fill in any part of the Premises with any material, including, without limitations, dirt, rocks, or brush.

(h) Lessee shall not cause or permit Hazardous Material (as hereinafter defined) to be brought upon, kept or used in and about the Premises by Lessee, his/her, or their agents, employees, contractors, or invitees. As used herein the term "Hazardous Material" means any hazardous or toxic substance, material or waste, including, but not limited to, those substances, materials, and waste listed in the United States Department of Transportation Hazardous Materials Table (49 CFR 172.01) or by the Environmental Protection Agency as hazardous substance pursuant to the Comprehensive Environmental Response, Compensation and Liability Act of 1980 as amended (42 U.S.C. § 9601 et seq.), and any regulations promulgated thereunder and amendments thereto, and shall include all substances, materials, and waste that are or become regulated under any other applicable local, state, or federal law. Hazardous Material shall also extend to and include any substances prohibited under standard forms of fire insurance policy.

(i) Lessee shall not use the Premises in any way that is inconsistent with real estate held as vacant, open space.

(j) Lessee shall not use the Premises for the purpose of housing or maintaining animals.

(k) It is understood that this property is being held by Haywood County for the public purpose and use as a recreational area to be developed in the future. During the term of this lease, Lessee shall maintain and mow the property in accordance with County standards so as to avoid the cost of maintenance which the tax payers would otherwise be required to absorb.

7. Assignment or Sublease. Lessee shall not voluntarily (i) assign or in any manner transfer this Lease or any estate or interest therein, (ii) permit any assignment of this Lease or any estate or interest therein by operation of law or otherwise, (iii) sublet the Premises or any part thereof, (iv) grant any license, concession or other right of occupancy of any portion of the Premises, or (v) permit the use of the Premises by any parties, other than Lessee. Lessee shall not mortgage, pledge or otherwise encumber Lessee's interest in this Lease or in the Premises.

8. Release and Indemnity. To the fullest extent permitted by law, Lessee shall release, indemnify, keep and save harmless Lessor, Lessor's agents, officials, and employees, from any and all responsibility or liability for any and all damage or injury of any kind or nature whatever (including death resulting therefrom) to all persons, whether agents, officials, and employees of Lessor, Lessee, or third persons, and to all property (including the property of Lessee) caused by, instituted, resulting from, rising out of, or accruing in connection with, directly or indirectly, the use or occupancy of the Premises by Lessee (or by any person who may be acting for Lessee or for whom Lessee is or is alleged to be in any way responsible), whether such claim may be based in whole or in part upon contract, tort (including alleged active or passive negligence or participation in the wrong), or upon any alleged breach of any duty or obligation on the part of Lessee, Lessee's agents, employees, or invitees, or otherwise. The provisions of this paragraph shall include any claim for equitable relief or damages (compensatory or punitive) against Lessor, Lessor's agents, officials, and employees, including alleged injury to the business of any claimant and shall include any and all losses, damages, injuries, settlements, judgments, decrees, awards, fines, penalties, claims, cost, and expenses. Expenses as used herein shall include, without limitation, the cost incurred by Lessor, Lessor's agents, officials, and employees, in

connection with investigating any claim or defending any action, and shall also include attorneys' fees by reason of the assertion of any such claim against Lessor, Lessor's agents, officials, or employees. Lessee expressly understands and agrees that any insurance protection required by this Lease, or otherwise provided by Lessee, will in no way limit Lessee's responsibility to release, indemnify, keep and save harmless and defend Lessor as provided herein. The intention of the parties is to apply and construe this Release and Indemnity broadly in favor of Lessor.

9. Default. Lessee's failure to (i) use the Premises as provided in the Lease, (ii) comply with the rules and regulations governing of the use of the Premises, (iii) provide and keep in force the required insurance, or (iv) comply with any other term or condition of this Lease shall constitute an Event of Default. Upon the occurrence of an Event of Default Lessor shall notify Lessee in writing of such default and if the Event of Default has not been cured or corrected within fifteen (15) days of the giving of such notice this Lease shall automatically terminate.

10. Notices. All notices given hereunder shall be made in writing. Such notices shall be deemed given when personally delivered or deposited in the United States mail, certified or registered mail, postage prepaid, addressed to the respective party at the address shown below unless a different address shall have been provided in writing:

If to Lessor: Haywood County
215 North Main Street
Waynesville, North Carolina 28786
Attention: Ira Dove, County Manager

If to Lessee: Mr. and Mrs. Dan Ross
575 Jonathan James Cove
Waynesville, NC 28785

11. No Waiver. Lessor's failure to enforce or delay in enforcing any of the provisions, rights, or remedies in this Lease shall not be a waiver nor in any way affect the validity of this Lease or any part hereof, or the right of Lessor to enforce each and every provision, right, or remedy contained herein. No waiver of any breach of any provision of this Lease shall be held to be a waiver of any other subsequent breach of the same or any other provision.

12. Entire Agreement. This Lease sets forth all of the covenants, promises, agreements, conditions, and understandings between Lessor and Lessee concerning the Premises. Lessee shall make no claim on account of any alleged representations contained in prior discussions, correspondence, or other documents, not set forth in this Lease. This Lease shall not be altered, amended, or changed except by a written document executed by Lessor and Lessee.

13. Time is of the essence. Time is of the essence of this Lease and the performance of all obligations hereunder.

IN WITNESS WHEREOF, Lessor and Lessee have executed this Lease as of the day and year first written above.

LESSOR:

HAYWOOD COUNTY

By: Mark Swanger
Mark S. Swanger
Chairman, Board of Commissioners

ATTEST:

Ira L. Dove
Ira L. Dove, County Manager

(SEAL)

LESSEE:

Dan W. Ross (SEAL)
Ronda Ross (SEAL)

STATE OF NORTH CAROLINA

COUNTY OF HAYWOOD

I, Elizabeth C. Way a Notary of said State and County, do hereby certify that IRA L. DOVE, personally appeared before me this day and acknowledged that he is Clerk to the Board of County Commissioners of Haywood County, a body politic and corporate, and that by authority duly given and as the act of the said Board, the foregoing instrument was signed in its name by its Chairman, sealed with its corporate seal and attested by himself as its Clerk.

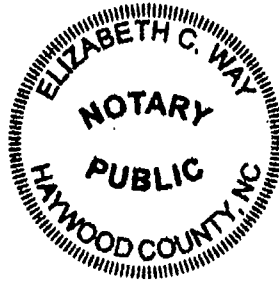
WITNESS my hand and official seal this the 1 day of June, 2015.

Elizabeth C. Way
Notary Public

Elizabeth C. Way
Printed Name of Notary Public

My Commission Expires:

February 13, 2019
[Official Seal]



STATE OF NORTH CAROLINA

COUNTY OF HAYWOOD

I, the undersigned, a Notary Public of the aforesaid County and State, do hereby certify that **Dan William Ross** personally appeared before me this day and acknowledged the due execution of the foregoing Lease Agreement.

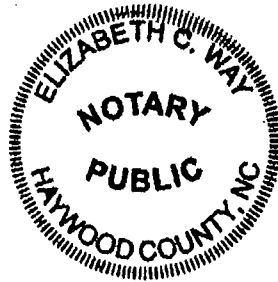
Witness my hand and official stamp or seal, this 2 day of June, 2015.

Elizabeth C. Way
Notary Public

Elizabeth C. Way
Printed Name of Notary Public

My Commission Expires:

February 13, 2019
[Official Seal]



STATE OF NORTH CAROLINA

COUNTY OF HAYWOOD

I, the undersigned, a Notary Public of the aforesaid County and State, do hereby certify that **Rhonda J. Ross** personally appeared before me this day and acknowledged the due execution of the foregoing Lease Agreement.

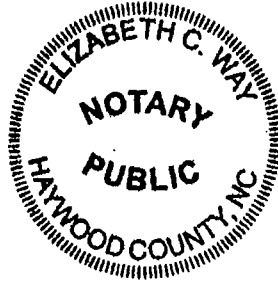
Witness my hand and official stamp or seal, this 2 day of June, 2015.

Elizabeth C. Way
Notary Public

Elizabeth C. Way
Printed Name of Notary Public

My Commission Expires:

February 13, 2018.
[Official Seal]



APPENDIX I

LEASE BETWEEN COUNTY OF HAYWOOD AND

Dan William and Rhonda J. Ross

Being the property described as follows:

BEGINNING at an iron stake set (being a metal fence post) at the Western right-of-way of Jonathan Creek Road (U.S. Hwy. 276) which iron stake lies North 17-12-52 East 98.39 feet from NCGS Monument "TRIT" (NCGS Monument "MULE" lies North 28-55-44 East 2,988.07 feet from "TRIT") and runs North 67-31-37 West 839.22 feet (passing through a new iron stake [metal fence post] at 793.82 feet) to a point in the center of Jonathan Creek; thence with Jonathan Creek, as it meanders, seven calls: (1) North 22-10-24 East 99.48 feet, (2) North 39-58-40 East 213.22 feet, (3) North 36-12-48 East 447.36 feet, (4) North 71-28-35 East 204.98 feet, (5) North 52-50-46 East 276.30 feet, (6) North 43-16-11 East 217.77 feet, and (7) North 45-41-53 East 287.26 feet to a point on the Northern edge of a steel and timber bridge spanning the creek, being the Westmost corner of the Thomas Bryan Medford lot described in Deed Book 327 at Page 50; thence with the Southerly margin of that Lot and his adjoining Lot described in Deed Book 419 at 1163, and a tract belonging to John Michael Medford (461/82) South 43-56-43 East 354.68 feet (running generally along Pitts Drive) to an iron pin set in the Westerly margin of the right-of-way of Jonathan Creek Road where Potts Drive intersects with said Road; thence with said right-of-way seven calls: (1) South 29-03-53 West 10.12 feet to the South edge of Potts Drive; (2) continuing South 29-03-53 West 41.23 feet, crossing a 40-foot Drainage Easement belonging to the N.C.D.O.T. as described in Deed Book 238, Page 596, said easement running parallel with Potts Drive, (3) continuing South 29-03-53 West 105.07 feet to a concrete R/W Monument; (4) South 29-04-39 West 701.26 feet to another concrete R/W Monument, (5) South 29-06-56 West 145.77 feet, (6) South 28-30-20 West 153.38 feet, and (7) a curve to the left (Radius 2,661.48 feet a linear distance of 286.88 feet (Chord South 24-17-56 West 286.74 feet) to the BEGINNING, containing 22.091 acres, per survey and plat of L. Kevin Ensley, PLS, dated March 23, 2007, entitled "Survey for William Lucius Jones" and identified as Job B-005-07.

SUBJECT TO the aforesaid USDOT Drainage Easement and the easement for Potts Drive as the same exists, and the rights of various persons, if any, to take water from Jonathan Creek.

This property is located within a Flood Zone.

Reference: Will Book 4 Page 431; Deed Book 75 Page 184 Tract 1; Deed Book 122, Page 637

Reference: D.B. 715 PG. 657