

Regional Agreement

This REGIONAL AGREEMENT (the "Agreement") is entered into by and among the following North Carolina counties: JACKSON COUNTY, MACON COUNTY, and SWAIN COUNTY and the Fontana Regional Library, Inc. ("Fontana Regional Library");

WHEREAS, the mission of the Fontana Regional Library is to provide the public of Jackson, Macon, and Swain counties with excellent service and convenient access to resources for their educational, informational and recreational needs; and

WHEREAS, the Boards of County Commissioners of Jackson, Macon, and Swain Counties recognize that collaboration provides the most effective and efficient means to provide public library service to the residents of said counties by unifying the administration of the participating libraries, providing professional library specialists, cooperating in the selection of books and other materials, and crossing county lines for the benefit of all; and

WHEREAS, this collaboration provides opportunities for service and resource allocations otherwise beyond the financial and service capacities of the individual county governments and libraries;

NOW, THEREFORE, pursuant to resolutions duly adopted by their governing boards, the Boards of the County Commissioners of Jackson, Macon, and Swain Counties hereby renew their commitment for the organization of and participation in the Fontana Regional Library upon the terms set forth herein, effective the date last signed by a party as set forth below, hereby amending, restating and replacing the existing Regional Agreement by and among the parties with respect to the Fontana Regional Library.

I. Governments Involved

The participating local government units of the Fontana Regional Library are as follows:

- A. Jackson County
- B. Macon County
- C. Swain County.

II. Purpose Statement

This Agreement is to promote and perpetuate excellent library services to the residents of the areas included within the jurisdictions of the aforementioned governing bodies through their collaborative and collective efforts under the legal authority of N.C.G.S. §153A-270 and

N.C.G.S. Chapter 160A, Article 20, Part 1. To this end, the Fontana Regional Library shall operate the county libraries and branches of the participating local government units.

III. Structure of the Fontana Regional Library Board of Trustees

The Fontana Regional Library Board of Trustees shall be the governing body of the Fontana Regional Library.

A. Membership

1. There shall be nine members of the Fontana Regional Library Board of Trustees.
2. Each county shall have equal representation on the Fontana Regional Library Board of Trustees composed of three members from each county, which proportion each county finds equitable.
3. Members shall serve no more than two consecutive terms and no single term shall be longer than six years.
4. Members shall be appointed in staggered terms to promote consistency as well as to accommodate change.
5. The Members from each county shall be appointed from the membership of each respective local county library advisory board by the local library advisory board of each respective county, according to bylaws and policies approved by the respective local library advisory board for that county.
6. Vacancies on the Fontana Regional Library Board of Trustees shall be filled with appointments by the appropriate local library advisory board for the remaining term of the member creating the vacancy.

B. Powers and Duties

1. Governance

The Fontana Regional Library Board of Trustees is hereby delegated the power to adopt bylaws and rules for its own governance as may be necessary and in conformity with the law.

2. Policies

The Fontana Regional Library Board of Trustees is hereby delegated the power to adopt policies for the administration and operation of the Fontana Regional Library.

3. Director

The Fontana Regional Library Board of Trustees is hereby delegated the power to select, appoint, remove, determine salary and other terms of employment of a Regional Director and to delegate to the Regional Director executive powers.

- a) These actions shall require a majority vote of the Fontana Regional Library Board of Trustees at which a quorum is present.
- b) The Fontana Regional Library Director shall:
 - (1) Have a valid North Carolina Public Librarian Certificate.

- (2) Be the chief executive and administrative officer of the Fontana Regional Library.
- (3) Function in accordance with the approved policies of the Fontana Regional Library and administer the Fontana Regional Library consistent with the policies adopted by the Board of Trustees.

4. Budget

The Fontana Regional Library Board of Trustees is hereby delegated the power to and shall adopt an annual budget which shall:

- a) Be administered under the same provisions as units of local government (N.C.G.S. §159), with all state funds administered by the Fontana Regional Library and expended throughout the region as described in 07 NCAC 021.0202.
- b) Be a composite of the separate budgets of each county library, with an agreed upon amount paid by each county for the materials, salaries and operating expenses that are shared within the region which shall be sent to the Finance Officer in monthly installments.
- c) Include a specified amount of funding for each library's operating costs with gifts, special memorials, endowment and trust income, and appropriations for capital outlay earmarked for the designated purpose.

5. Finance Officer

The Fontana Regional Library Board of Trustees is hereby delegated the power to appoint a regional Finance Officer as defined in N.C.G.S. §159-24. The Finance Officer shall:

- a) Be responsible for keeping the accounts of the Fontana Regional Library in accordance with generally accepted principals of governmental accounting and for disbursing all funds in strict compliance with N.C.G.S §159, the Local Government Budget and Fiscal Control Act, and 07 NCAC 021.0202.
- b) Ensure expenditure of funds consistent with the budget adopted, by the Fontana Regional Library Board of Trustees.
- c) Report directly to the Regional Director and the Fontana Regional Library Board of Trustees.

6. Compliance

The Fontana Regional Library Board of Trustees is hereby delegated the power to assure compliance with all applicable state and federal law and eligibility requirements for the receipt of state and federal funds.

7. Facilities

The Fontana Regional Library Board of Trustees is hereby delegated the power to make recommendations to the counties concerning the construction and improvement of the physical facilities of the libraries

within the Fontana Regional Library region; however, construction and facility maintenance shall be the responsibility of the local counties unless the Fontana Regional Library Board of Trustees negotiates and approves a collaborative effort.

8. Reports

The Fontana Regional Library Board of Trustees is hereby delegated the power to report to the participating local governmental units. The Fontana Regional Library Board of Trustees shall make regular reports, or delegate to the Regional Director the authority to make the reports, related to services and operations to each county.

9. Audit

- a) The Fontana Regional Library Board of Trustees shall obtain an annual independent audit of the Fontana Regional Library accounts consistent with generally accepted accounting principles.
- b) The Fontana Regional Library Board of Trustees is hereby delegated the power to provide a copy of the Fontana Regional Library's annual audit to the State Library of North Carolina.

IV. Financial Structure

- A. All monies from both state and local governmental units will be paid into the Fontana Regional Library as a public authority which will comply with the provisions of the N.C.G.S §159, the Local Government Budget and Fiscal Control Act.
- B. Each county will provide facilities necessary for the Fontana Regional Library to carry out its mission. Provision of these facilities will include utilities, building and grounds maintenance, improvements or rent for those facilities.
- C. Each county will pay the Fontana Regional Library the amount of money necessary for the Fontana Regional Library to carry out its mission. These funds will allow the Fontana Regional Library to pay for library materials and for operating expenses for libraries within that county. Funds from each county will also be used to contribute to joint operations.
- D. All state funds will be used for salaries and benefits of employees serving the whole Fontana Regional Library region, for library materials; for telecommunications or telephone services and any other region-wide service.
- E. The Finance Officer will account for all expenditures by source of funds.

V. Terms of Property Ownership

A major benefit of regional cooperation is that scarce resources may be shared among the various county residents without wasteful duplication; however, certain ownership restrictions shall apply:

- A. All real property, buildings, grounds and other facilities of each library shall be acquired and owned by their respective county, and occupied by each library in accordance with a facility lease between Fontana Regional Library and each county.
- B. All other property, including library materials, technology, furnishings, fixtures and equipment, vehicles, or other resources, purchased with state, regional, or county funds shall be owned by Fontana Regional Library excepting what is provided for in Section V.C.
- C. The Hudson Library facility and all library materials, furnishings, and fixtures acquired by Hudson Library, Inc. shall be owned by Hudson Library, Inc, a private non-profit corporation.
- D. All library materials, furnishings, and fixtures acquired by Fontana Regional Library and located at Hudson Library, Inc. shall be owned by Fontana Regional Library.
- E. As included under N.C.G.S. Chapter 160A, Article 20, Part 1, Joint Exercise of Power, property purchased by the Fontana Regional Library is owned jointly as tenants in common by the participating counties.
- F. See also Section VII hereof regarding the distribution of property in the event of withdrawal of a participating local governmental unit and Section IX hereof regarding the dissolution of the Fontana Regional Library.

VI. Insurance Coverage and Indemnification

A. Insurance Coverage

- 1. Each county shall maintain insurance coverage for the real property, buildings, grounds and other facilities for each of their individual libraries, including general liability insurance, except as indicated in Section VI. A. 3. below.
- 2. The Fontana Regional Library shall maintain insurance coverage for all other property, including library materials, technology, furnishings, fixtures and equipment, vehicles, or other resources, except as indicated in Section VI. A. 3. below.
- 3. Hudson Library, Inc. has stipulated liability and property insurance coverage as set forth in the governing Lease Agreement between Hudson Library, Inc. and Macon County. Said Lease Agreement and any Amendments thereto or subsequent Lease Agreements between Hudson Library, Inc. and Macon County shall continue to require said liability and property insurance coverage and is herein incorporated by reference.

B. Indemnification

The Fontana Regional Library Bylaws contain indemnification provisions regarding board members, officers, employees and volunteers, which provisions may be amended from time to time.

VII. Provisions for Amendment

- A.** This Agreement may be amended providing that all parties accept and agree to those amendments.
- B.** Recommendations for amendments shall be forwarded to each of the counties in writing with a thirty-day period for consideration given. At the next regular meeting of the county boards after this thirty-day period, the amendments shall be voted on by those boards.
- C.** Disagreements related to this Agreement shall be resolved first by a committee of representatives from each county and the Fontana Regional Library Board of Trustees, and then by their legal counsels if necessary.

VIII. Provisions for Withdrawal

- A.** A participating local governmental unit proposing to withdraw from the Fontana Regional Library shall give written notice on or before July 1 to the Fontana Regional Library Board of Trustees, the other counties' Boards of Commissioners and the State Library of North Carolina. The withdrawal shall be effective the following June 30.
- B.** Should that participating local governmental unit decide within this time period to rescind the proposal, that participating local governmental unit shall remain a part of the Fontana Regional Library under the same conditions and requirements as the agreement under which they became a member.
- C.** Should that participating local governmental unit fully withdraw, assets located in the local library facility will remain the assets of the withdrawing library. Notwithstanding the aforementioned, in the event there are assets located in the local library facility that were purchased by Fontana Regional Library with Fontana Regional Library funds and intended for Fontana Regional Library regional support services, those assets will remain the assets of Fontana Regional Library.

IX. Provisions for Dissolution

- A.** The Fontana Regional Library may be dissolved if two of the three participating local governmental unit parties withdraw in accordance with the procedures stated above.
- B.** As included under N.C.G.S. Chapter 160A, Article 20, Part 1, Joint Exercise of Power, property purchased by the Fontana Regional Library is owned jointly as tenants in common by the participating counties; therefore, if the Fontana Regional Library is dissolved, the counties of Jackson, Macon, and Swain shall divide the joint assets equally among themselves.
- C.** The distribution of properties and resources jointly owned shall be accomplished by a committee composed of representatives from each

county, the current Fontana Regional Director, and a representative from the State Library of North Carolina.

- D. After all outstanding debts are resolved, any remaining funds from the member counties shall be returned to them and the distribution of any remaining State or Federal funds shall be determined by the State Library. Any land and building property owned by the Fontana Regional Library shall be sold and the proceeds distributed to the counties, or the property may be distributed to the counties on an equitable basis as agreed upon by the committee of representatives. Other property such as the bookmobile, outreach van, computers and other technology, books, and any other assets shall be sold at auction and the proceeds divided among the counties, or property may be distributed in some other equitable manner as agreed upon by the committee of representatives.

X. Term, Provisions for Periodic Review and Automatic Renewal

- A. This Agreement may be reviewed at any time by any county or the Fontana Regional Library Board, and if modifications are deemed reasonable and necessary, amendments may be made according to the procedures stated in Section VII.
- B. This Agreement shall have an initial term of ten years from the date of this Agreement and thereafter shall automatically renew for successive periods of ten years each, unless otherwise terminated as set forth herein. This Agreement shall be reviewed ten years from the date of this Agreement, and every ten years thereafter, by the Fontana Regional Library Board of Trustees and the Boards of the County Commissioners of Jackson, Macon, and Swain Counties. If modifications are deemed reasonable and necessary, amendments may be made according to the procedures stated in Section VII. If modifications are not deemed to be reasonable and necessary, this Agreement shall automatically renew and remain in full force and effect.

XI. Provisions for Termination of this Agreement

- A. This Agreement may be terminated if reasonable cause is presented in writing by any member of the Fontana Regional Library to the other members of the Fontana Regional Library, the Fontana Regional Library Board of Trustees and the State Library of North Carolina.
- B. The effective dates for termination shall be the same as a withdrawal from the Fontana Regional Library as described in Section VIII.
- C. If this Agreement terminates, and no successor agreement is to be executed, the Fontana Regional Library shall be dissolved and joint assets distributed as described in Section IX.

XII. Miscellaneous

- A.** This Agreement constitutes the entire agreement between the parties relating to the subject matter and supersedes all prior or contemporaneous oral or written agreements concerning such subject matter.
- B.** If any provision of this Agreement is held by a court of law to be illegal, invalid or unenforceable (i) that provision shall be deemed amended to achieve as nearly as possible the same economic effect as the original provision, and (ii) the legality, validity and enforceability of the remaining provisions of this Agreement shall not be affected or impaired thereby.
- C.** This Agreement shall be effective upon acceptance by all the parties hereto as indicated by the date of the last party to sign this Agreement as set forth below.
- D.** This Agreement may be executed in several counterparts, each of which shall be deemed to be an original and which together shall constitute one and the same agreement.

IN WITNESS WHEREOF, this Agreement has been executed by the principal official of the governing board of each party hereto, pursuant to authority of each respective board.

Attest:

Patsy C. Parris
Clerk to the Board

JACKSON COUNTY

by *W. H. Delmon*
Board of Commissioners, Chair

Date: 1-4-13

Jack Horton
Clerk to the Board

MACON COUNTY

by *W. H. Delmon*
Board of Commissioners, Chair

Date: 1-8-13

Cindi C. Woodard
Clerk to the Board

SWAIN COUNTY

by *Phillip B. Casanova*
Board of Commissioners, Chair

Date: 1/2/13

Carry H. Donibedey
Secretary to the Board

FONTANA REGIONAL LIBRARY, INC.

by *Charles Bartlett*
Board of Trustees, Chair

Date: 1/10/13

EXHIBITS

- A. Lease Agreement between County of Jackson and Fontana Regional Library for the Jackson County Public Library and Historic Jackson County Courthouse, Sylva, North Carolina.
- B. Lease Agreement between County of Jackson and Fontana Regional Library for the Albert Carlton-Cashiers Community Library, Cashiers, North Carolina.
- C. Lease Agreement between Macon County and The Hudson Library of Highlands North Carolina, Incorporated.

Future lease agreements:
Macon County and FRL
Swain County and FRL

4852-6286-6449, v. 1

LEASE AGREEMENT

STATE OF NORTH CAROLINA
COUNTY OF JACKSON

THIS LEASE AGREEMENT is made and entered into this the 1st day of June 2011, by and between COUNTY OF JACKSON (hereinafter called "LANDLORD") and FONTANA REGIONAL LIBRARY, INC. (hereinafter called "TENANT"),

WITNESSETH:

In consideration of the rents hereinafter reserved and in consideration of the mutual covenants and agreements hereinafter contained, and other good and valuable consideration, the receipt and adequacy whereof are hereby acknowledged, LANDLORD hereby leases and demises unto TENANT, and TENANT hereby leases from LANDLORD, those certain Premises (hereinafter called "Premises") described as follows:

Jackson County Public Library and Historic Jackson County Courthouse, Sylva, North Carolina 28779. The Premises shall include the use of the parking lots and grounds located on or adjacent to the property.

1. **TERM:** The term of this Lease shall begin on 1st day of June 2011 and shall end ten (10) years thereafter. The TENANT shall have an option to renew this lease for two separate successive periods of five years each.
2. **RENT:** TENANT shall pay to LANDLORD ONE DOLLAR (\$1.00) due on the first day of each year.
3. **UTILITIES:** LANDLORD shall make all arrangements for and shall pay for all utilities and services used by TENANT, including, but not limited to, gas, electricity, water, heat, and sewer, landfill charges, and for all charges for the initiation of such services.
4. **MAINTENANCE AND REPAIRS:** TENANT accepts the Premises in its present condition. The LANDLORD, at its sole cost and expense, shall maintain and keep in good repair the entire Premises herein leased, together with the improvements located thereon, including, but not limited to, exterior walls, plumbing, wiring, air conditioning, and/or heating systems, any sprinkler system, lighting, hardware, painting and exterior and interior glass, vacuuming, emptying of trash, mopping of floors, cleaning of driveways, parking lot and sidewalks, lawn maintenance, and any other expenditure designed to preserve the service potential of the Premises. The TENANT shall return the Premises to the LANDLORD at the end of this Lease in similar condition as the TENANT received it, ordinary wear and tear accepted. LANDLORD warrants to TENANT at the time TENANT takes possession of the Premises that all systems are in good working order and TENANT shall have the option to check out systems to its satisfaction prior to acceptance of this lease.
5. **IMPROVEMENTS:** Any valuable enhancement of the Premises, such as repaving the parking lot is the responsibility of the LANDLORD. However the TENANT may, at its own expense during the term of this Lease, make such alterations, additions, improvements,

and changes in and to the Premises as the TENANT finds necessary and convenient for the permitted purposes, provided, TENANT first obtain the written consent of LANDLORD. All such improvements, alterations, additions, changes and repairs to the Premises, including all attached fixtures (but excluding furniture, unattached equipment, and other unattached personal property) shall, upon termination of this Lease, become the property of the LANDLORD.

6. **CASUALTY AND FIRE INSURANCE:** The parties agree that throughout the term of the Lease the LANDLORD will, at its own expense and cost, provide and keep in force for the benefit of the LANDLORD, a fire and extended coverage insurance policy in at least the amount equal to the fair market value of the building protecting the LANDLORD against any and all loss occasioned by fire, acts of god, vandalism, malicious mischief to the Premises, and other casualties. In case of any such damage or destruction, all proceeds of insurance policies covering such damage or destruction shall be made available to the LANDLORD for the sole purpose of repairing or restoring such Premises to its condition prior to said damage or destruction, and the LANDLORD shall proceed with said rebuilding or repairing with all reasonable speed. The TENANT shall insure the contents of the Premises with a reputable insurance company, rated "A" or better by A M Best, admitted and authorized to do business in the State of North Carolina, and such policy or policies shall contain an agreement by the insurer that it will not cancel such policy except after thirty (30) days prior written notice to LANDLORD and that any loss otherwise payable thereunder shall be payable notwithstanding any act or negligence of LANDLORD or TENANT which might, absent such agreement, result in a forfeiture of all or a part of such insurance payment. TENANT shall also deliver to LANDLORD, certificate or certificates of the insurance required to be maintained hereunder by TENANT. TENANT shall also deliver to LANDLORD, at least twenty (20) days prior to the expiration date of such policy or policies, certificates for the renewal policy or policies of such insurance. If the TENANT fails to pay the premiums for said insurance policy or policies, LANDLORD shall have the right to pay said premiums and charge this amount against the TENANT as additional rent, as set forth in paragraph 18 hereinbelow. In addition, said failure to pay said insurance premiums shall be an event of default and LANDLORD reserves the right to pursue all remedies for said default, including summary ejectment. Any such insurance policy or policies purchased pursuant to this paragraph shall contain an inflation adjustment endorsement or rider which shall automatically increase the applicable coverage based upon the applicable rate of inflation.

7. **LIABILITY INSURANCE:** The TENANT agrees that throughout the term of the Lease it will, at its own expense, provide and keep in force for the benefit of the LANDLORD a general liability policy of insurance with a reputable insurance company, rated "A" or best by A M Best, admitted and authorized to do business in the State of North Carolina protecting the LANDLORD against any and all liability occasioned by accident, negligence of future events generally covered by a general liability policy of insurance in limits of at least One Million Dollars (\$1,000,000.00) for injury (or death) to persons and/or property damage per occurrence and Two Million Dollars (\$2,000,000), aggregate. This policy shall cover the entire Premises leased and all buildings and improvements situated thereon. TENANT shall name LANDLORD as additional insured and shall be identified as such on insurance certificate. Every such policy or policies required by this paragraph shall contain an agreement by the insurer that it will not cancel such policy except after thirty (30) days prior written notice to LANDLORD and that any loss otherwise payable thereunder shall be payable notwithstanding any act or negligence of LANDLORD or TENANT which might, absent such agreement, result in a forfeiture of all or a part of such insurance payment. TENANT shall deliver to LANDLORD certificate or certificates

of the insurance required to be maintained hereunder by TENANT. TENANT shall also deliver to LANDLORD, at least twenty (20) days prior to the expiration date of such policy or policies, certificates for the renewal policy or policies of such insurance. If the TENANT fails to pay the premiums for said insurance policy or policies, LANDLORD shall have the right to pay said premiums and charge this amount against the TENANT. In addition, said failure to pay said insurance premiums shall be an event of default and LANDLORD reserves the right to pursue all remedies for said default. The amount of coverage, per occurrence, set forth herein shall be adjusted annually based upon the inflation factor for the previous year as determined by the Consumer Price Index as published by the United States Department of Labor Statistics. Such amount shall be recalculated and modified on or before April 1 of each year.

8. **TENANT'S COMPLIANCE - LIABILITY:** TENANT shall comply with all applicable laws, ordinances, and regulations affecting TENANT's use and occupancy of the Premises, and hold LANDLORD harmless from any loss, costs or expenses (including reasonable attorneys' fees) resulting from or occasioned by TENANT's use of the Premises, whether caused by TENANT or by its agents, servants, employees, independent contractors or licensees.

9. **LIENS:** The TENANT agrees that it will, at all times after the commencement of said Lease, save and keep the LANDLORD and the Premises above-described free and harmless from and against any and all liens placed thereupon by the TENANT or any other person, firm, or corporation claiming by, through or under the TENANT.

10. **INSPECTION OF PREMISES:** During the term of this Lease, the LANDLORD and its insurance carrier shall be permitted to go upon and inspect the leased Premises and every part thereof at reasonable times during business hours, provided the same does not unreasonably interfere with the TENANT's business operation. This inspection by the LANDLORD or LANDLORD's agent shall in no manner relieve the TENANT of its obligations under this Lease. The LANDLORD covenants with the TENANT, upon the payment of the rental as called for hereinabove and upon the performance of all of its obligations under this Lease, shall have the right to quietly enjoy possession and use of the Premises during the term hereof without hindrance or molestation by the LANDLORD.

11. **SUBLEASING AND CO-LEASING:**

(A) TENANT shall not encumber, assign, sublet or otherwise transfer this Lease or any right or interest of LANDLORD therein or thereunder, without the prior written consent of LANDLORD.

(B) Three Co-tenants have been identified and approved, and pending their execution of a lease, they shall be permitted to occupy certain portions of the Premises. Each co-tenant shall be responsible for the pro rata payment of utilities and space rent to the County of Jackson as set forth on Exhibit 1 attached hereto. The rental shall be adjusted annually to reflect the actual costs, as determined by the LANDLORD.

12. **USE OF PREMISES:**

(A) The primary intended use of the Premises is for the operation of a public library. However it is also anticipated that the TENANT will host special community events and meetings in both the library section and in the old courthouse section of the Premises. It is also anticipated that the LANDLORD will co-lease sections or rooms to the Arts Council, the Genealogical Society and the Historical Association. These co-tenants are exemplary of the types of organizations that will meet the criteria for approval by the LANDLORD.

(B) In no event shall TENANT make any use of the Premises which is in violation of any lawful government laws, rules or regulations insofar as they might relate to TENANT's use and occupancy of the Premises, nor may TENANT make any use of the Premises which constitute a nuisance, or which result in the cancellation of any fire insurance policy or liability insurance policy on the Premises. The LANDLORD and the TENANT have discussed the intended use of the Premises and acknowledge that such use is legal and not in violation of any laws, rules and regulations at the present time.

(C) It is anticipated that the Premises will be used for special events or occasions, such as receptions, weddings, political events and fundraisers. The TENANT will be in charge of scheduling and controlling such events in its discretion, ensuring that such events are orderly and in keeping with Jackson County community mores.

(D) The use of alcoholic beverages is prohibited.

(E) Any use or special event, other than that which is made of the Premises by the TENANT and the Co-tenants in the normal course of their particular occupations, which costs the LANDLORD additional cost over and above that incurred due to the usual, routine maintenance of the Premises, shall be borne by the party responsible for that cost. For example, but not by limitation, if a play is staged in the old courthouse court room, the additional cost incurred by the LANDLORD for set-up and clean-up must be paid for by the organization staging the play. The TENANT must coordinate with the LANDLORD the anticipated costs of event prior to the event and must collect the expected costs up front as a condition to that particular event. The LANDLORD reserves the right to approve such party using the Premises and may require that the party shall pay for any additional costs not anticipated by the LANDLORD and the TENANT prior to such use.

(F) The TENANT shall provide insurance for all special events that shall insure and protect the LANDLORD, whether under the general obligations set forth in paragraphs 6 and 7 above or by individual policies for particular events.

13. **ENVIRONMENTAL CONDITION INDEMNIFICATION:** The TENANT represents, warrants and agrees that the Premises shall not be used to generate, manufacture, transport, treat, store, handle, dispose, or process hazardous materials except as may be necessary in connection with any normal and customary use of the Premises by TENANT.

14. **ABATEMENT OF RENT:** The TENANT's obligation to pay the rent hereinabove provided for shall abate if the Premises covered by this Lease, or any part thereof, shall be destroyed or damaged by fire or other casualty.

15. **SECURITY DEPOSIT:** None

16. **DEFAULT:**

(A) The Lease is made upon the condition that the TENANT shall punctually perform all of the conditions, covenants and agreements required of it. If, at any time, there shall be any default on the part of the TENANT in the payment of any rental or any other money herein agreed to be paid by the TENANT, and any such default shall not be cured within ten (10) days, without notice, or if there be any default in the performance or observation of any of the other covenants or conditions of the Lease required to be performed by the TENANT and not relating to the payment of money, and any such last mentioned default shall continue for a period of thirty (30) days after written notice thereof addressed to the TENANT and sent by regular mail with postage prepaid thereon, or (i) if the TENANT shall file a petition in voluntary bankruptcy, or (ii) if an involuntary petition in bankruptcy is filed against TENANT, and any such petitions shall not be withdrawn within ninety (90) days after the entry thereof, or (iii) if a receiver or trustee be appointed for the property of the TENANT and the order appointing such receiver or trustee be not set aside or vacated within ninety (90) days after the entry thereof, or (iv) if the TENANT shall assign its property or assets for the benefit of creditors, or (v) if TENANT loses its status as a tax-exempt organization, then and in any such event, the LANDLORD may at its option forthwith and without further notice, terminate the Lease and re-enter upon and take possession of the leased Premises and may remove any and all properties belonging to the TENANT from the leased Premises, using such force as may be necessary to accomplish such purpose and henceforth hold and enjoy the Premises leased as the former estate of the TENANT for all purposes as if this Lease had not been made, subject to applicable laws. Without prejudice, however, the TENANT shall be liable for all damages occasioned to the LANDLORD by reason of said default and to that end all payments required to be paid during the term of this Lease shall become immediately due and payable.

(B) In the event of a default by the TENANT the LANDLORD shall use all reasonable efforts to mitigate any damages caused by the default. If the LANDLORD defaults, the TENANT shall not be obligated to pay any rent until such default is cured.

17. **SUCCESSORS AND ASSIGNS:** Except as otherwise provided in this Lease, all the covenants, conditions, and provision of the Lease shall be binding upon and shall inure to the benefit of the parties hereto and their heirs, personal representatives, executors, administrators, successors and assigns, when permitted hereunder.

18. **LANDLORD AND TENANT RELATIONSHIP:** Nothing herein contained shall be deemed or construed by the parties hereto, nor by any other party, as creating the relationship of principal and agent or of partnership or of joint venture between the parties hereto, it being understood and agreed that no provision contained herein, nor any act of the parties hereto, shall be deemed to create any relationship between the parties hereto other than that of a LANDLORD and TENANT.

19. **NOTICES:**

(A) All notices required to be given to LANDLORD shall be sent to:

County Manager
401 Grindstaff Road
Sylva, NC 28779

(or such other persons and places as LANDLORD may notify the TENANT in writing).

(B) All notices required to be given to TENANT shall be sent to:

Fontana Regional Library
33 Fryemont Street
Bryson City, NC 28713

(or such other persons and places as TENANT may notify the LANDLORD in writing).

20. ENTIRE AGREEMENT:

(A) This lease constitutes the entire agreement, intent and understanding between the parties hereto with respect to the subject of the landlord-tenant relationship, and no prior or contemporaneous agreement or understanding with regard to any landlord-tenant matter shall be effective for any purpose unless reduced to writing herein. No provision of this Lease may be amended or added to except by an agreement in writing signed by the parties hereto or their respective successors in interest.

(B) The Jackson County Public Library is a participant in the Fontana Regional Library, a multi-county library system, operated pursuant to an Interlocal Agreement between Jackson County, Macon County and Swain County. The Interlocal Agreement is incorporated by reference herein. This Lease Agreement is an Exhibit to the Interlocal Agreement. The LANDLORD and the TENANT agree that in regards to the operation of a library system, the Interlocal Agreement is the operative document and controls over the Lease Agreement; conversely, in matters of the landlord-tenant relationship, this Lease Agreement controls. The resolution of any dispute as to which document controls for any given issue shall be settled in accordance with the subject matter involved.

21. REPRESENTATIONS: TENANT acknowledges that neither LANDLORD nor LANDLORD's agents, employees or commissioners have made any representations or promises with respect to the Premises or the Lease except as expressly set forth herein and that TENANT shall have no claim, right or cause of action based on or attributable to any representation or promise allegedly made by LANDLORD, its agents, employees or commissioner's which is not expressly set forth herein.

22. JURISDICTION: The laws of the State of North Carolina shall govern the interpretation, validity, performance and enforcement of this Lease. Any dispute concerning the construction, interpretation or enforcement of this lease shall be brought in the Superior Court of Jackson County, North Carolina, which court shall have exclusive jurisdiction over said matters and all parties hereto agree and consent to submit themselves to the jurisdiction of said court.

23. TERMINATION: The TENANT may terminate this lease upon the giving of ninety (90) days written notice.

24. **SEVERABILITY:** If any clause or provision of this Lease is illegal, invalid or unenforceable under present or future laws effective during the term of this Lease, then, and in that event, it is the intention of the parties hereto that the remainder of this Lease shall not be affected thereby, and it is also the intention of the parties to this lease that in lieu of each clause or provision of this Lease that is illegal, invalid or unenforceable, there shall be added as a part of this Lease a clause or provision as similar in terms to such illegal, invalid or unenforceable clause or provision as may be possible and be legal, valid and enforceable.

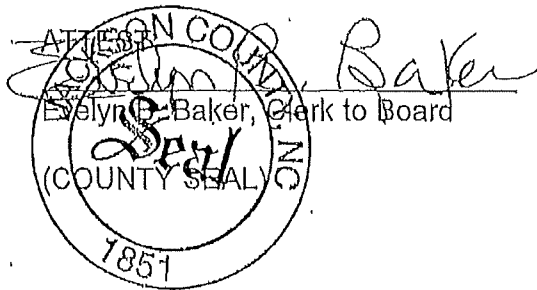
Signature page to follow

IN WITNESS WHEREOF, the parties hereto duly executed this Lease Agreement through their authorized officers, agents, or commissioners, as the case may be, causing their respective seals to be affixed thereto the day and year first above written.

LANDLORD:

COUNTY OF JACKSON

BY: W. J. Debnam
W. J. DEBNAM, Chairman
Board of Commissioners



(CORPORATE SEAL)

TENANT:

FONTANA REGIONAL LIBRARY

BY: Alanna Anderson (SEAL)
Authorized Signature)

As CHAIRMAN/PRESIDENT
(Title)

ATTEST:

Arnell H. Donberday
(Assistant) Secretary

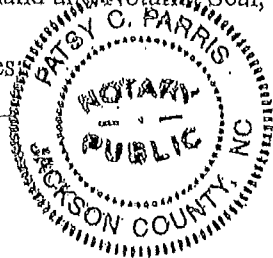
APPROVED
J. [Signature]
11/7/11
COUNTY ATTORNEY

NORTH CAROLINA
JACKSON COUNTY

I, Patsy C. Parris, a Notary Public, do hereby certify that EVELYN B. BAKER personally appeared before me this day, with whom I am personally acquainted, who, being by me duly sworn, says that she is the Clerk of Board of Commissioners of the County of Jackson, and that W. J. Debnam is the Chairman of the Board of Commissioners of Jackson County, the entity which executed the foregoing and annexed instrument; that he/she knows the common seal of said County of Jackson, that the seal affixed to the name of the County of Jackson was subscribed thereto by said Chairman of the Board of Commissioners and that said Chairman of the Board of Commissioners and said Clerk to the Board of Commissioners subscribed their names thereto, and said common seal was affixed by order of the Board of Commissioners, and said instrument is the act and deed of said County of Jackson.

WITNESS my hand and Notarial Seal, this the 17th day of November, 2011.

My Commission Expires:
11-3-2015



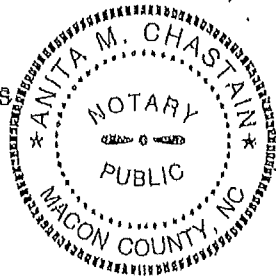
Patsy C. Parris
Signature of Notary Public
PATSY C. PARRIS
Printed Name of Notary Public

NORTH CAROLINA
COUNTY OF Macon

I, Anita M. Chastain, a Notary Public for said County and State, certify that Avery Doubleday personally came before me this day and acknowledged that he/she is TRE Secretary of FONTANA REGIONAL LIBRARY, INC., a North Carolina non-profit corporation, and that by authority duly given and as the act of the corporation the foregoing and annexed instrument was signed in its name by I. VANCE DAVIDSON its President, sealed with its corporate seal, and attested by himself (herself) as its Secretary.

WITNESS my hand and Notarial Seal, this the 27 day of October, 2011.

My Commission Expires:
~~My Commission Expires~~
June 26th 2013



Anita M. Chastain
Signature of Notary Public
Anita M. Chastain
Printed Name of Notary Public

library lease.rtf

LEASE AGREEMENT

STATE OF NORTH CAROLINA
COUNTY OF JACKSON

THIS LEASE AGREEMENT is made and entered into this the 1st day of June 2011, by and between COUNTY OF JACKSON (hereinafter called "LANDLORD") and FONTANA REGIONAL LIBRARY, INC. (hereinafter called "TENANT").

WITNESSETH:

In consideration of the rents hereinafter reserved and in consideration of the mutual covenants and agreements hereinafter contained, and other good and valuable consideration, the receipt and adequacy whereof are hereby acknowledged, LANDLORD hereby leases and demises unto TENANT, and TENANT hereby leases from LANDLORD, those certain premises (hereinafter called "Premises") described as follows:

Albert Carlton-Cashiers Community Library, Cashiers, North Carolina 28717

1. **TERM:** The term of this Lease shall begin on 1st day of June 2011 and shall end ten (10) years thereafter. The TENANT shall have two (2) options to renew for terms of five (5) years each.
2. **RENT:** TENANT shall pay to LANDLORD ONE DOLLAR (\$1.00) due on the first day of each year.
3. **UTILITIES:** LANDLORD shall make all arrangements for and shall pay for all utilities and services used by TENANT, including, but not limited to, gas, electricity, water, heat, and sewer, landfill charges, and for all charges for the initiation of such services.
4. **MAINTENANCE AND REPAIRS:** TENANT accepts the Premises in its present condition. The LANDLORD, at its sole cost and expense, shall maintain and keep in good repair the entire premises herein leased, together with the improvements located thereon, including, but not limited to, exterior walls, plumbing, wiring, air conditioning, and/or heating systems, any sprinkler system, lighting, hardware, painting and exterior and interior glass, vacuuming, emptying of trash, mopping of floors, cleaning of driveways, parking lot and sidewalks, lawn maintenance, and any other expenditure designed to preserve the service potential of the premises. The TENANT shall return the Premises to the LANDLORD at the end of this Lease in similar condition as the TENANT received it, ordinary wear and tear accepted. LANDLORD warrants to TENANT at the time TENANT takes possession of the premises that all systems are in good working order and TENANT shall have the option to check out systems to its satisfaction prior to acceptance of this lease.

5. **IMPROVEMENTS:** Any valuable enhancement of the premises, such as repaving the parking lot is the responsibility of the LANDLORD. However the TENANT may, at its own expense during the term of this Lease, make such alterations, additions, improvements, and changes in and to the premises as the TENANT finds necessary and convenient for the permitted purposes, provided, TENANT first obtains the written consent of LANDLORD. All such improvements, alterations, additions, changes and repairs to the premises, including all attached fixtures (but excluding furniture, unattached equipment, and other unattached personal property) shall, upon termination of this Lease, become the property of the LANDLORD.

6. **CASUALTY AND FIRE INSURANCE:** The parties agree that throughout the term of the Lease the LANDLORD will, at its own expense and cost, provide and keep in force for the benefit of the LANDLORD, a fire and extended coverage insurance policy in at least the amount equal to the fair market value of the building protecting the LANDLORD against any and all loss occasioned by fire, acts of god, vandalism, malicious mischief to the premises, and other casualties. In case of any such damage or destruction, all proceeds of insurance policies covering such damage or destruction shall be made available to the LANDLORD for the sole purpose of repairing or restoring such Premises to its condition prior to said damage or destruction, and the LANDLORD shall proceed with said rebuilding or repairing with all reasonable speed. The TENANT shall insure the contents of the premises with a reputable insurance company, rated "A" or better by A M Best, admitted and authorized to do business in the State of North Carolina, and such policy or policies shall contain an agreement by the insurer that it will not cancel such policy except after thirty (30) days prior written notice to LANDLORD and that any loss otherwise payable thereunder shall be payable notwithstanding any act or negligence of LANDLORD or TENANT which might, absent such agreement, result in a forfeiture of all or a part of such insurance payment. TENANT shall also deliver to LANDLORD, certificate or certificates of the insurance required to be maintained hereunder by TENANT. TENANT shall also deliver to LANDLORD, at least twenty (20) days prior to the expiration date of such policy or policies, certificates for the renewal policy or policies of such insurance. If the TENANT fails to pay the premiums for said insurance policy or policies, LANDLORD shall have the right to pay said premiums and charge this amount against the TENANT as additional rent, as set forth in paragraph 18 hereinbelow. In addition, said failure to pay said insurance premiums shall be an event of default and LANDLORD reserves the right to pursue all remedies for said default, including summary ejectment. Any such insurance policy or policies purchased pursuant to this paragraph shall contain an inflation adjustment endorsement or rider which shall automatically increase the applicable coverage based upon the applicable rate of inflation.

7. **LIABILITY INSURANCE:** The TENANT agrees that throughout the term of the Lease it will, at its own expense, provide and keep in force for the benefit of the LANDLORD a general liability policy of insurance with a reputable insurance company, rated "A" or best by A M Best, admitted and authorized to do business in the State of North Carolina protecting the LANDLORD against any and all liability occasioned by accident, negligence of future events generally covered by a general liability policy of insurance in limits of at least One Million Dollars (\$1,000,000.00) for injury (or death) to persons and/or property damage per occurrence and Two Million Dollars (\$2,000,000), aggregate. This policy shall cover the entire Premises leased and all buildings and improvements situated thereon. TENANT shall name LANDLORD as additional insured and shall be identified as such on insurance certificate. Every such policy or policies required by this paragraph shall contain an agreement by the insurer that it will not

cancel such policy except after thirty (30) days prior written notice to LANDLORD and that any loss otherwise payable thereunder shall be payable notwithstanding any act or negligence of LANDLORD or TENANT which might, absent such agreement, result in a forfeiture of all or a part of such insurance payment. TENANT shall deliver to LANDLORD certificate or certificates of the insurance required to be maintained hereunder by TENANT. TENANT shall also deliver to LANDLORD, at least twenty (20) days prior to the expiration date of such policy or policies, certificates for the renewal policy or policies of such insurance. If the TENANT fails to pay the premiums for said insurance policy or policies, LANDLORD shall have the right to pay said premiums and charge this amount against the TENANT. In addition, said failure to pay said insurance premiums shall be an event of default and LANDLORD reserves the right to pursue all remedies for said default. The amount of coverage, per occurrence, set forth herein shall be adjusted annually based upon the inflation factor for the previous year as determined by the Retail Consumer Price Index as published by the United States Department of Labor Statistics. Such amount shall be recalculated and modified on or before April 1 of each year.

8. **TENANT'S COMPLIANCE - LIABILITY:** TENANT shall comply with all applicable laws, ordinances, and regulations affecting TENANT's use and occupancy of the Premises, and hold LANDLORD harmless from any loss, costs or expenses (including reasonable attorneys' fees) resulting from or occasioned by TENANT's use of the Premises, whether caused by TENANT or by its agents, servants, employees, independent contractors or licensees.

9. **LIENS:** The TENANT agrees that it will, at all times after the commencement of said Lease, save and keep the LANDLORD and the Premises above-described free and harmless from and against any and all liens placed thereupon by the TENANT or any other person, firm, or corporation claiming by, through or under the TENANT.

10. **INSPECTION OF PREMISES:** During the term of this Lease, the LANDLORD and its insurance carrier shall be permitted to go upon and inspect the leased Premises and every part thereof at reasonable times during business hours, provided the same does not unreasonably interfere with the TENANT's business operation. This inspection by the LANDLORD or LANDLORD's agent shall in no manner relieve the TENANT of its obligations under this Lease. The LANDLORD covenants with the TENANT, upon the payment of the rental as called for hereinabove and upon the performance of all of its obligations under this Lease, shall have the right to quietly enjoy possession and use of the premises during the term hereof without hindrance or molestation by the LANDLORD.

11. **SUBLEASING AND CO-LEASING:**

(A) TENANT shall not encumber, assign, sublet or otherwise transfer this Lease or any right or interest of LANDLORD therein or thereunder, without the prior written consent of LANDLORD.

12. **USE OF PREMISES:**

(A) The primary intended use of the premises is for the operation of a public library. However it is also anticipated that the TENANT will host special community events and meetings in the library.

(B) In no event shall TENANT make any use of the premises which is in violation of any lawful government laws, rules or regulations insofar as they might relate to TENANT's use and occupancy of the Premises, nor may TENANT make any use of the Premises which constitute a nuisance, or which result in the cancellation of any fire insurance policy or liability insurance policy on the Premises. The LANDLORD and the TENANT have discussed the intended use of the premises and acknowledge that such use is legal and not in violation of any laws, rules and regulations at the present time.

(C) It is anticipated that the premises will be used for special events or occasions, such as receptions, weddings, political events and fundraisers. The TENANT will be in charge of scheduling and controlling such events in its discretion, insuring that such events are orderly and in keeping with Jackson County community mores.

(D) The use of alcoholic beverages on the premises is prohibited.

(E) Any use or special event, other than that which is made of the premises by the TENANT in the normal course of business, which costs the LANDLORD additional cost over and above that incurred due to the usual, routine maintenance of the premises, shall be bourn by the party responsible for that cost.

(F) The TENANT shall provide insurance for all special events that shall insure and protect the LANDLORD, whether under the general obligations set forth in paragraphs 6 and 7 above or by individual policies for particular events.

13. **ENVIRONMENTAL CONDITION INDEMNIFICATION:** The TENANT represents, warrants and agrees that the Premises shall not be used to generate, manufacture, transport, treat, store, handle, dispose, or process hazardous materials except as may be necessary in connection with any normal and customary use of the Premises by TENANT.

14. **ABATEMENT OF RENT:** The TENANT's obligation to pay the rent hereinabove provided for shall abate if the Premises covered by this Lease, or any part thereof, shall be destroyed or damaged by fire or other casualty.

15. **SECURITY DEPOSIT:** None

16. **DEFAULT:**

(A) The Lease is made upon the condition that the TENANT shall punctually perform all of the conditions, covenants and agreements required of it. If, at any time, there shall be any default on the part of the TENANT in the payment of any rental or any other money herein agreed to be paid by the TENANT, and any such default shall not be cured within ten (10) days, without notice, or if there be any default in the performance or observation of any of the other covenants or conditions of the Lease required to be performed by the TENANT and not relating to the payment of money, and any such last mentioned default shall continue for a period of ten (30) days after written notice thereof addressed to the TENANT and sent by regular mail with postage prepaid thereon, or (i) if the TENANT shall file a petition in voluntary bankruptcy, or (ii) if an involuntary petition in bankruptcy is filed against TENANT, and any such petitions shall not be withdrawn within ninety (90) days after the entry thereof, or (iii) if a receiver or trustee be appointed for the property of the TENANT and the order appointing such receiver or trustee be

not set aside or vacated within ninety (90) days after the entry thereof, or (iv) if the TENANT shall assign its property or assets for the benefit of creditors, or (v) if TENANT loses its status as a tax-exempt organization, then and in any such event, the LANDLORD may at its option forthwith and without further notice, terminate the Lease and re-enter upon and take possession of the leased Premises and may remove any and all properties belonging to the TENANT from the leased Premises, using such force as may be necessary to accomplish such purpose and henceforth hold and enjoy the Premises leased as the former estate of the TENANT for all purposes as if this Lease had not been made, subject to applicable laws. Without prejudice, however, the TENANT shall be liable for all damages occasioned to the LANDLORD by reason of said default and to that end all payments required to be paid during the term of this Lease shall become immediately due and payable.

(B) In the event of a default by the TENANT the LANDLORD shall use all reasonable efforts to mitigate any damages caused by the default. If the LANDLORD defaults, the TENANT shall not be obligated to pay any rent until such default is cured.

17. **SUCCESSORS AND ASSIGNS:** Except as other provided in this Lease, all the covenants, conditions, and provision of the Lease shall be binding upon and shall inure to the benefit of the parties hereto and their heirs, personal representatives, executors, administrators, successors and assigns, when permitted hereunder.

18. **LANDLORD AND TENANT RELATIONSHIP:** Nothing herein contained shall be deemed or construed by the parties hereto, nor by any other party, as creating the relationship of principal and agent or of partnership or of joint venture between the parties hereto, it being understood and agreed that no provision contained herein, nor any act of the parties hereto, shall be deemed to create any relationship between the parties hereto other than that of a LANDLORD and TENANT.

19. **NOTICES:**

(A) All notices required to be given to LANDLORD shall be sent to:

County Manager
401 Grindstaff Road
Sylva, NC 28779

(or such other persons and places as LANDLORD may notify the TENANT in writing).

(B) All notices required to be given to TENANT shall be sent to:

Fontana Regional Library
33 Fryemont Street
Bryson City, NC 28713

(or such other persons and places as TENANT may notify the LANDLORD in writing).

20. **ENTIRE AGREEMENT:**

(A) This lease constitutes the entire agreement, intent and understanding between the parties hereto with respect to the subject of the landlord-tenant relationship, and no prior or contemporaneous agreement or understanding with regard to any landlord-tenant matter shall be effective for any purpose unless reduced to writing herein. No provision of this Lease may be amended or added to except by an agreement in writing signed by the parties hereto or their respective successors in interest.

(B) The Albert Carlton-Cashiers Community Library is a participant in the Fontana Regional Library, a multi-county library system, operated pursuant to an Interlocal Agreement between Jackson County, Macon County and Swain County. The Interlocal Agreement is incorporated by reference herein. This Lease Agreement is an Exhibit to the Interlocal Agreement. The LANDLORD and the TENANT agree that in regards to the operation of a library system, the Interlocal Agreement is the operative document and controls over the Lease Agreement; conversely, in matters of the landlord-tenant relationship, this Lease Agreement controls. The resolution of any dispute as to which document controls for any given issue shall be settled in accordance with the subject matter involved.

21. **REPRESENTATIONS:** TENANT acknowledges that neither LANDLORD nor LANDLORD's agents, employees or commissioners have made any representations or promises with respect to the Premises or the Lease except as expressly set forth herein and that TENANT shall have no claim, right or cause of action based on or attributable to any representation or promise allegedly made by LANDLORD, its agents, employees or commissioners which is not expressly set forth herein.

22. **JURISDICTION:** The laws of the State of North Carolina shall govern the interpretation, validity, performance and enforcement of this Lease. Any dispute concerning the construction, interpretation or enforcement of this lease shall be brought in the Superior Court of Jackson County, North Carolina, which court shall have exclusive jurisdiction over said matters and all parties hereto agree and consent to submit themselves to the jurisdiction of said court.

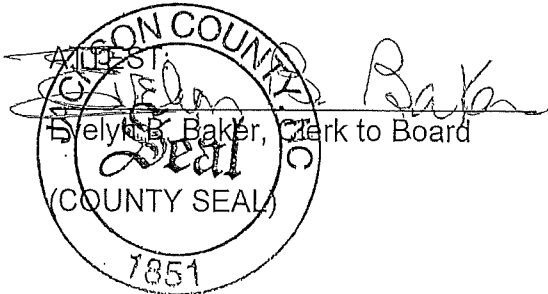
23. **TERMINATION:** The TENANT may terminate this lease upon the giving of ninety (90) days written notice.

IN WITNESS WHEREOF, the parties hereto duly executed this Lease Agreement through their authorized officers, agents, or commissioners, as the case may be, causing their respective seals to be affixed thereto the day and year first above written.

LANDLORD:

COUNTY OF JACKSON

BY: *W. J. Debnam*
W. J. DEBNAM, Chairman
Board of Commissioners



TENANT:

FONTANA REGIONAL LIBRARY

BY: *Shane Anderson* (SEAL)
Authorized Signature

As CHAIRMAN / PRESIDENT
(Title)

ATTEST:
Avery J. Dombleday
(Assistant) Secretary

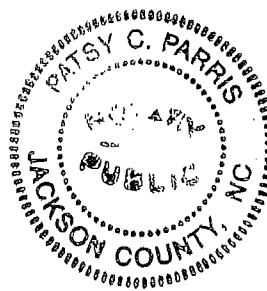


NORTH CAROLINA
JACKSON COUNTY

I, Patsy C. Parris, a Notary Public, do hereby certify that EVELYN B. BAKER personally appeared before me this day, with whom I am personally acquainted, who, being by me duly sworn, says that she is the Clerk of Board of Commissioners of the County of Jackson, and that W. J. Debnam is the Chairman of the Board of Commissioners of Jackson County, the entity which executed the foregoing and annexed instrument; that he/she knows the common seal of said County of Jackson, that the seal affixed to the name of the County of Jackson was subscribed thereto by said Chairman of the Board of Commissioners and that said Chairman of the Board of Commissioners and said Clerk to the Board of Commissioners subscribed their names thereto, and said common seal was affixed by order of the Board of Commissioners, and said instrument is the act and deed of said County of Jackson.

WITNESS my hand and Notarial Seal, this the 21st day of November, 2011.

My Commission Expires:
11-3-2015



Patsy C. Parris
Signature of Notary Public
PATSY C. PARRIS
Printed Name of Notary Public

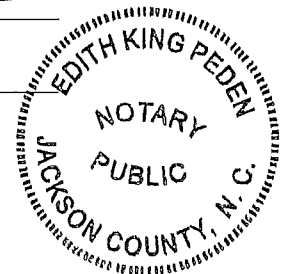
NORTH CAROLINA
COUNTY OF Jackson

I, ~~Edith King Peden~~ Edith King Peden, a Notary Public for said County and State, certify that AVARY H DOUGLEDAY personally came before me this day and acknowledged that he/she is _____ Secretary of FONTANA REGIONAL LIBRARY, INC., a North Carolina non-profit corporation, and that by authority duly given and as the act of the corporation the foregoing and annexed instrument was signed in its name by J. VANCE DAVIDSON, its President, sealed with its corporate seal, and attested by himself (herself) as its Secretary.

WITNESS my hand and Notarial Seal, this the 8th day of November, 2011.

My Commission Expires:
March 22, 2011

Edith King Peden
Signature of Notary Public
Edith King Peden
Printed Name of Notary Public



library lease.10-20-11 wpd.wpd