STATE OF NORTH CAROLINA

COUNTY OF HENDERSON LICENSE AGREEMENT

THIS AGREEMENT, made effective as of the 10th day of May, 2021, by and between MICHAEL SIMPSON, and the Town of Fletcher, County of Henderson, State of North Carolina, hereinafter referred to as "Licensee", and the TOWN OF FLETCHER, a North Carolina Municipality of the State of North Carolina, hereinafter referred to as "Licensor".

IN CONSIDERATION of the licensing by Licensor of the lands described below and the payment by Licensor of the price for use of such land, the parties to this agreement agree as follows:

SECTION ONE

GRANT OF LICENSE

1. Licensor grants to Licensee the license to enter the following described property beginning the 10th day of May 2021. Either party may cancel this license, however, by giving written notice to the other party no less than six (6) months prior to the date said party desire to terminate this license. The license herein contemplated shall apply to only that portion of the following described properties as agreed to by both the parties:

That certain parcel of land located in Fletcher, North Carolina and more particularly described in Deed recorded in Book 1496, at Page 341, Henderson County Registry - Tax Parcel I.D. Number 9652895984.

2. During the period of the license granted above, Licensee shall be permitted to cultivate, plant, grow, and harvest crops on such portions of the described property as the parties agree on or before December 31st of each year.

SECTION TWO

LICENSE FEE

Licensee shall pay to Licensor an annual license fee of One Hundred and no/100 ($100.00) Dollars per acre for the first year of this license. For each successive year,

to crops on the property by Licensor's activities, nor shall Licensor harm or adversely affect Licensee's crops.

SECTION SEVEN

NO WAIVER

The failure of either party to this agreement to insist on the performance of any of the terms and conditions of this agreement, or the waiver of any breach of any of the terms and conditions of this agreement, shall not be construed as thereafter waiving any such terms and conditions, but such terms and conditions shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

SECTION EIGHT

INSURANCE

Licensee will, at its own expense, properly qualify and/or maintain insurance coverage in such amounts and with such companies as shall be satisfactory to Licensor Comprehensive General Liability Insurance with limits of not less than $500,000 per person and $1,000,000 for each occurrence for bodily injury and limits of $50,000 each occurrence for property, damage and endorsement extending the comprehensive general liability insurance to cover contractual liability. Licensee shall deliver to Licensor certificates in a form satisfactory to Licensor evidencing the required coverages and shall keep the current certificates on file with Licensor until this lease is terminated. Such certificates shall, among other things: (a) indicate the expiration date of each policy; and (b) contain a statement that such policies will not be cancelled or amended until after at least ten (10) days advance written notice to Licensor.

SECTION NINE

ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this agreement shall not be binding on either party except to the extent incorporated in this agreement.

SECTION TEN

MODIFICATION OF AGREEMENT

Any modification of this agreement or additional obligation assumed by either party in connection with this agreement shall be binding only if in writing signed by each party or an authorized representative of each party.

the license fee shall increase at a rate agreed to by both parties on or about November 1st of each year. Said fee shall be due and payable no later than May 1st of each year.

SECTION THREE

REMOVAL OF CROPS AND EQUIPMENT

The granting of this license shall include the right to enter the described property at reasonable times for the exclusive purposes previously specified, and it is agreed that Licensee shall remove from such property all of such crop or crops and any and all equipment owned by Licensee on or before the termination of this license.

SECTION FOUR

TITLE OF LAND

Licensee agrees that title, ownership, and possession of the above-described property are in Licensor.

SECTION FIVE

DUTIES AND LIABILITIES OF LICENSEE

Licensee shall not commit or permit any unlawful acts, activities, or nuisances on the described property, nor commit any waste on such property, and shall be responsible for any and all damages to such property arising from the exercise of Licensee's rights under and pursuant to the license granted in this agreement. Licensee shall save and hold Licensor harmless from and against all liabilities, claims and demands on account of personal injuries, including death, or property loss or damage to others (including Licensee, employees of either Licensor or Licensee and invitees of Licensee) arising out of, or in any manner connected with, the license hereunder, if such injury, loss or damage shall be caused by negligence of the Licensee, or the employees of the Licensee; and, Licensee shall, at its own expense, defend any and all actions based thereon and shall pay all charges of attorneys and all costs and other expenses arising therefrom.

SECTION SIX

LICENSOR'S USE AND POSSESSION OF PROPERTY

Licensee shall not in any way hinder or obstruct Licensor in the use and possession of the described property or in the performance of development on such property. In addition, Licensee shall make no claim against Licensor for loss or damage

SECTION ELEVEN

GOVERNING LAW

This agreement shall be governed by, construed, and enforced in accordance with the laws of the State of North Carolina.

SECTION THIRTEEN

ASSIGNMENT OF RIGHTS

The rights of each party under this agreement are personal to that party and may not be assigned or transferred to any other person, firm, corporation, or other entity without the prior, express, and written consent of the other party.

IN WITNESS WHEREOF, each party to this agreement has caused it to be executed at Fletcher Town Hall, the day and year first above written.

TOWN OF FLETCHER, Licensor

ATTEST:

By: Rod A. Whiteside (SEAL)
ROD A. WHITESIDE, Mayor

Town Clerk

Cynthia J. Broome

By: (SEAL)
MICHAEL SIMPSON, Licensee

WITNESS