



CERTIFICATE OF RECORD

JORO 0006-0075

VAN BUREN CO, AR FEE \$0.00

RECORDED 03/11/2013 9:54:08 AM

BOBBY B. BENNETT, COUNTY CLERK

BY:

*J. Dale James*

VAN BUREN COUNTY QUORUM COURT

ORDINANCE NO. 2013-05

IT IS ENACTED BY THE QUORUM COURT OF THE COUNTY OF VAN BUREN, STATE OF ARKANSAS, AN ORDINANCE TO BE ENTITLED:

**AN ORDINANCE FOR A LEASE FOR A PERIOD OF NINETY-NINE (99) YEARS OF CERTAIN PROPERTY BELONGING TO VAN BUREN COUNTY, ARKANSAS, TO THE VAN BUREN COUNTY RESCUE SQUAD, AND PROVIDING FOR THE RENEWAL THEROF.**

**WHEREAS:** There is a need to provide a 99 year lease to the Van Buren County Rescue Squad for funding purposes; and

**WHEREAS:** There is a need for the Van Buren County Rescue Squad to house all their equipment in one secured area; and

**WHEREAS:** The Van Buren County Rescue Squad has outgrown their current location; and

**WHEREAS:** The Van Buren County Quorum Court has already passed a Resolution authorizing use of the specified location; and

**WHEREAS:** The Van Buren County Rescue Squad has agreed to a lease price of \$1.00 per year.

**THEREFORE, BE IT ORDAINED:**

**SECTION 1.** That the County Judge of Van Buren County, Arkansas, is hereby authorized and directed to enter into a contract leasing certain property belonging to Van Buren County to the Van Buren County Rescue Squad for a period of ninety nine (99) years at an annual rental of \$1.00 per year.

**SECTION 2.** The lease shall be executed as follows:

LEASE

THIS LEASE, executed in duplicate, this 28<sup>th</sup> day of February, 2013, by and between Van Buren County, Arkansas, hereafter referred to as Lessor and the Van Buren County Rescue Squad, hereafter referred to as Lessee, wherein it is agreed as follows:

The lessor, in consideration of the rents herein reserved to be paid and the agreements and conditions herein contained, does by these presents demise, lease and let unto the lessee, its successors and assigns the following described land located in Van Buren County,

Arkansas, to-wit

Part of the SW¼ of Section 23, T-11-N, R-14,-W, Van Buren County, Arkansas more particularly described as follows:

Commencing at the Calculated Center of said SW¼; thence S01°17'13"E, 69.29 feet to the centerline of Shake Rag Road; thence along said centerline N74°34'47"W, 387.11 feet to a found P.K. Nail; thence leaving said centerline N02°01'02"E, 180.38 feet to the point of beginning; thence N 88°43'57' W, 88.73 feet to a set ½' rebar & Cap (APLS #1243); thence N01°16'03'E, 126.10 feet to set ½" rebar and Cap (APLS #1243); thence S88°43'57"E, 13.44 feet to a set ½" rebar and Cap (APLS #1243); thence S01°16'03"W, 126.10 feet to a set ½" rebar and Cap (APLS #1243); thence N88°43'57"W, 24.71 feet to the point of beginning containing .33 acres more or less.

And also a 20 foot access easement described as:

Commencing at the Calculated Center of said SW ¼; thence S01°17'13"E, 69.29 feet to the centerline of Shake Rag road; thence along said centerline N74°34'47"W, 387.11 feet to a found P.K. Nail being the Point of Origination, being the centerline of a 20 foot Road Easement herein described: thence 10 feet either side of said centerline having the following course and distance: N02°01'02"E, 180.38 feet to the point of termination.

For a term of 99 years beginning on the date of the execution of this agreement, at an annual rental of One Dollar (\$1.00) per year to be paid annually on the anniversary of this agreement.

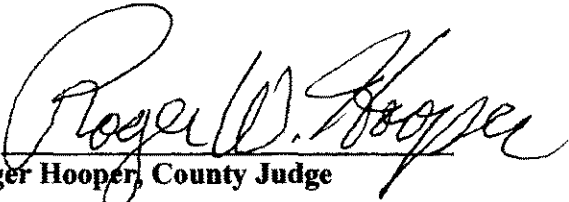
Lessee further agrees that it will pay and discharge promptly when and as the same become due and payable, any taxes, levies, and assessments of any kind and description which may be levied, assessed or imposed against the demised premises.


Lessee further agrees that if any such taxes, levies or assessments shall remain unpaid as they shall become due, the lessor at its option may pay the same and lessee will, upon demand, repay the lessor with interest at the rate of six per cent from the time of payment until repayment is made.

The lessee further agrees that it will not let, sublet, occupy, or permit to be occupied, such premises for any purpose forbidden by or contrary to law, and that it will keep said premises free from all nuisance whatsoever.

Lessee shall have and is hereby given the right and privilege at its own cost and expense, to construct, repair, remodel, change and improve any buildings on the premises herein demised.

Dated: February 28, 2013

APPROVED:   
Roger Hooper, County Judge

ATTEST:   
Bobbye Bennett, County Clerk