

## **PROPERTY USE AGREEMENT**

BETWEEN THE TOWN OF FRANKLINTON, NORTH CAROLINA

AND THE FRANKLIN COUNTY BOARD OF EDUCATION – FRANKLIN COUNTY SCHOOLS

This Property Use Agreement ("Agreement") is entered into by and between the Town of Franklinton, North Carolina, a municipal corporation (hereinafter the "Town"), and the Franklin County Board of Education – Franklin County Schools (hereinafter the "Board").

### **RECITALS**

WHEREAS, the Board is the lawful owner of the properties identified as:

- Parcel ID 009097, PIN 1855-97-7565, approximately 2.0634 acres;
- Parcel ID 008348, PIN 1855-97-5764, approximately 0.427 acres;
- Parcel ID 009074, PIN 1855-98-2395, approximately 17 acres (collectively, the "Properties");

**WHEREAS**, the Town desires to utilize designated parking areas located on the Properties for public and municipal use as parking lots;

**NOW, THEREFORE**, in consideration of the mutual covenants and promises set forth herein, the parties agree as follows:

### **1. USE OF PREMISES**

a. The Town is authorized to use the parking areas located at:

- Parcel ID 009097 and Parcel ID 008348 for public parking after 4:00 PM daily;
- Parcel ID 009074 for overflow parking on a case-by-case basis for special events, subject to advance approval by the Board.

b. Use of Parcel ID 009074 shall be confirmed in writing with Franklin County Schools prior to each special event.

c. This Agreement does not modify or replace the requirement for the Town to enter into a Facility Use Agreement with Franklin County Schools for any events occurring on school property.

### **2. MAINTENANCE AND TRASH REMOVAL**

a. The Town shall install and maintain trash receptacles at each of the parking areas.

- b. The Town shall empty all trash receptacles every Monday morning or the following business day if Monday is a holiday.
- c. The Town shall conduct a litter sweep of the parking areas every Monday morning or the following business day if Monday is a holiday, to remove any trash that is not placed within the provided trash receptacles.
- d. The Town, at its discretion and subject to funding availability, may assist with routine parking lot maintenance activities when requested by Franklin County Schools including parking space line striping and asphalt repairs on an as needed basis. This assistance may be in-kind, utilizing Town Staff and equipment including the Town's striping machine, asphalt paver, and other road repair equipment.

### **3. POLICING AND SECURITY**

The Town of Franklinton Police Department shall routinely patrol and monitor all designated parking areas under this Agreement to ensure safety and security.

### **4. INSURANCE**

- a. The Town shall carry and maintain general liability insurance covering use of the Properties, with minimum coverage of \$1,000,000 per occurrence and \$2,000,000 aggregate.
- b. The Franklin County Board of Education – Franklin County Schools shall be named as an additional insured on all relevant insurance policies.
- c. Proof of insurance, including endorsement of the Board as an additional insured, shall be provided to the Board annually or upon request.

### **5. PAYMENT TERMS**

The Town shall pay to the Board an annual fee of One Dollar (\$1.00), due no later than January 10th of each calendar year. The 2025 payment shall be made upon the execution of this property use agreement.

### **6. TERM AND TERMINATION**

- a. This Agreement shall be effective upon execution and shall remain in effect indefinitely unless terminated as provided herein.
- b. Either party may terminate this Agreement at any time without penalty, provided that written notice is delivered to the other party at least thirty (30) days in advance of the intended termination date.

### **7. INDEMNIFICATION**

The Town agrees to indemnify, defend, and hold harmless the Board, its officers, employees, and agents from and against any and all claims, liabilities, damages, or expenses arising out of the Town's use or occupation of the Properties for the purpose of public parking, except to the extent caused by the Board's negligence or willful misconduct.

#### **8. ENTIRE AGREEMENT**

This Agreement constitutes the entire understanding between the parties with respect to the subject matter herein and supersedes all prior or contemporaneous agreements, written or oral.

#### **9. AMENDMENTS**

This Agreement may be amended only by a written instrument executed by both parties.

#### **10. GOVERNING LAW AND JURISDICTION**

This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina. Any legal action or proceeding arising out of or related to this Agreement shall be brought in the courts of competent jurisdiction located in Franklin County, North Carolina, and both parties consent to the jurisdiction and venue of such courts.

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the date set forth below.

TOWN OF FRANKLINTON

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

Name: Zachary Steffey

Title: Town Manager

Date:

FRANKLIN COUNTY BOARD OF EDUCATION – FRANKLIN COUNTY SCHOOLS

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

Name:

Title:

Date: