

JOINT USE AGREEMENT

This Joint Use Agreement (“Agreement”) is entered into as the ____ day of _____ 2016, by and between TOWN OF HUNTERSVILLE, a North Carolina Municipal Corporation, (referred to hereinafter as “Town”), party of the first part, and the TRUSTEES OF CENTRAL PIEDMONT COMMUNITY COLLEGE, a body corporate under the 115D-14 of the North Carolina General Statutes (referred to hereinafter as “CPCC”), party of the second part.

STATEMENT

WHEREAS, Town entered into a Lease Agreement dated January 27, 1995, by which Mecklenburg County (“County”) leased to Town certain real property which is depicted in the Amended and Restated Lease Agreement dated December 18, 1995, of record in the Register of Deeds for Mecklenburg County, North Carolina, in Deed Book 8406, at Page 314. The Amended and Restated Lease Agreement concerns the construction of improvements on a greater portion of the property now known as the Huntersville Athletic Community Park (“Athletic Park”), and was last amended and restated on September 29, 2016. The Athletic Park is a parcel of land located at 11720 Verhoeff Drive in Huntersville, and is identified by Tax Parcel #017-421-10; and

WHEREAS, CPCC is the owner of a parcel of land received by a Special Warranty Deed dated August 2, 2001, of record in the Register of Deeds in Deed Book 12548, at Page 430. The parcel adjoins the Athletic Park to the east, and is located at 11930 Verhoeff Drive in Huntersville (the “Merancas Campus”), and is identified by Tax Parcel #017-421-07; and

WHEREAS, CPCC intends to purchase from the County certain parcels of land adjoining the Athletic Park to the west, which are located on or near the corner of Statesville Road and Verhoeff Drive, and are identified by Tax Parcel #'s 017-204-02, 017-421-11, and a portion 017-421-10.

WHEREAS, Town intends to construct a new recreation center (“Rec Center”) in the northeastern portion of the Athletic Park, which will generally be in the area adjacent to the Parking Area described below on the Merancas Campus; and

WHEREAS, CPCC intends to construct a parking lot (“Parking Area”) containing at least one hundred (100) spaces located on the western portion of the on the Merancas Campus, which will generally be in the area adjacent to its existing Center for Justice Building and the property leased by the Town to the west for the new Rec Center; and

WHEREAS, CPCC intends to construct a Public Safety Training Village including a Commercial Driver’s License parking lot (“CDL lot”) on the parcel of land which adjoins the Athletic Park to the west; and

WHEREAS, the areas identified above are more fully depicted on Exhibit A attached hereto, and incorporated herein by referenced; and

WHEREAS, the parties hereto wish to enter into this Agreement to set forth and agree to the terms and conditions of this arrangement permitting the joint use of Rec Center, Parking Area on the Merancas Campus, and the CDL lot.

AGREEMENT

Therefore, for the recited considerations, the parties agree as follows:

1. Town shall be responsible for all design, construction, and costs associated with the installation, maintenance and operation for the Rec Center, including but not limited to connecting sidewalks, landscaping, and the portion of the driveway for the benefit of the Rec Center leading from Verhoeff Drive to the property line of the Parking Area on the Merancas Campus. Town hereby grants to CPCC the right of use to the Rec Center up to a maximum of twenty (20) hours per week to host classes during agreed upon times with the Town. For more scheduling use see paragraph 5 below.
2. CPCC shall be responsible for all design, construction, and costs associated with the installation and maintenance for the Parking Area containing at least 100 parking spaces, including but not limited to, paving, sidewalks and landscaping and the portion of the driveway leading from the Rec Center to the Parking Area. CPCC hereby grants to Town

a right of use to the Parking Area located on the Merancas Campus for the benefit of the Rec Center during normal hours of operation for the duration of this Agreement. During the weekends, Town shall be allowed to use any parking spaces at CPCC that is not in use by CPCC.

3. CPCC shall be responsible for all design, construction, and costs associated with the installation, maintenance and operational cost for the Public Safety Training Village including the CDL lot. Town shall have access for parking in the CDL lot when not in use by CPCC until 10:00 p.m., Monday through Friday, or from 5:00 p.m. until 10:00 p.m., Monday through Friday, and anytime Saturday and Sunday until 10:00 p.m. Each day the CDL lot will be secured at 10:00 p.m. For more scheduling use see paragraph 5 below.
4. If either the Rec Center or the Public Safety Training Village and CDL lot's permitting process requires road improvements as recommended by a Traffic Impact Analysis ("TIA"), each party shall be responsible for all such road improvements as determined by the TIA, or as determined by NCDOT. The Town and CPCC may enter into a reimbursement resolution if there is an agreement to make all road improvements during the construction of the Rec Center by the Town.
5. Town and CPCC shall work together in good faith to prepare a master schedule for the joint use of the Rec Center, and the CDL lot. Regular meeting dates and times shall be set in advance. Variations to a set schedule to accommodate for special events, or unforeseen circumstances, will be jointly agreed to by the parties fourteen (14) days in advance of the special event. In the event of a disagreement over scheduling, Town staff would have final decision making authority for the scheduling of the Rec Center, and CPCC staff would have final decision making authority for the scheduling of the CDL lot. CPCC shall give Town reasonable notice of when the CDL lot will be in use by CPCC during normal business hours Monday through Friday.
6. The term of this Agreement shall commence upon the completion of the Parking Area, which is estimated to be October 1, 2017, and shall continue as long as there is an existing leasehold agreement between the Town and County concerning the Athletic Park, or ownership of the property by Town.

7. All notices required hereunder shall be given by either hand-delivery, certified or registered mail, or by recognized overnight service, as follows:

Town of Huntersville
Attn: Town Manager
Post Office Box 664
101 Huntersville-Concord Road
Huntersville, NC 28070

Trustees of Central Piedmont Community College
Attn: Financial Services Manager
Post Office Box 35009
Charlotte, North Carolina 28235

8. To the extent permitted by law, the parties hereto indemnify and hold each other harmless for any damages, loss, claim, suit or expense (including reasonable attorney's fees) arising out of or as a result of the use of the Rec Center, Parking Area and CDL lot by themselves, employees, agents, or guests and invitees.
9. If either party shall default in the terms of this Agreement, and such default remains uncured after thirty (30) day notice given to the defaulting party, then the non-defaulting party may, at its option, terminate this Agreement, and in addition shall be entitled to any other remedy at law or equity, including specific performance.
10. This Agreement shall be interpreted by the laws of the State of North Carolina, and the sole venue for any litigation shall be a State or Federal Court sitting in Mecklenburg County, North Carolina.
11. This Agreement shall be recorded in the Office of the Register of Deeds for Mecklenburg County. Town shall be responsible for such recording, including the required filing fees.
12. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and assigns, and shall specifically survive any change in ownership lease-hold interest and control of the respective interest in properties and improvements.

IN WITNESS WHEREOF, the parties, in their respective capacities, have executed this Agreement as of this date above first written.

**TRUSTEES OF CENTRAL PIEDMONT
COMMUNITY COLLEGE**

By: _____

Title

TOWN OF HUNTERSVILLE

ATTEST:

Janet Pierson, Town Clerk

(SEAL)

By: _____
Greg Ferguson, Town Manager

APPROVED AS TO FORM:

Robert B. Blythe, Town Attorney

**STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG**

I, _____, a Notary Public of the County and State aforesaid, certify that Janet Pierson personally came before me this day and acknowledged that she is the Clerk to the Town of Huntersville, a political subdivision of the State of North Carolina, and that by authority duly given and as the act of the Town of Huntersville, the foregoing instrument was signed in its name by Greg Ferguson, Town Manager of the Town of Huntersville, sealed with its Town Seal, and attested by her as the Clerk to the Town.

WITNESS my hand and official seal this _____ day of _____, 2016.

Notary Public

My Commission Expires: _____

(SEAL)

**STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG**

I, _____, a Notary Public of the County and State aforesaid, certify that _____ (Name), _____ (Title), of the Trustees of Central Piedmont Community College, a body corporate, and by authority duly given and as the act of said corporation, the foregoing instrument was executed in its name by him/her, as its _____ (Title).

Witness my hand and official seal or stamp, this _____ day of _____ 2016.

Notary Public

My Commission Expires: _____

(SEAL)

