

**STATE OF NORTH CAROLINA
COUNTY OF JACKSON**

MEMORANDUM OF UNDERSTANDING

NOW COME the Parties, **THE TRUSTEES OF SOUTHWESTERN COMMUNITY COLLEGE** (the “College”) and **THE COUNTY OF JACKSON** (the “County”) (collectively the “Parties”), on this the 10th day of February, 2017, and agree to this **MEMORANDUM OF UNDERSTANDING** (the “Agreement”) to the November 4, 1996 Lease (the “Lease”), said Lease being incorporated herein by reference.

WHEREAS, the Division of Waste Management at the North Carolina Department of Environmental Quality (the “Department”) is requiring the College to drill monitoring wells in order to conduct groundwater monitoring as part of the Department’s ongoing requirements with the College for the firing range lead remediation and monitoring project;

WHEREAS, the Department has identified four proposed areas for the monitoring wells, a copy of the proposed site is attached hereto as Exhibit A (the “Site”);

WHEREAS, two of the proposed monitoring wells for the Site are located on the property subject to the Lease (the “Property”);

WHEREAS, the College seeks the County’s approval to locate the two test wells on the Property; and

WHEREAS, the Parties desire to memorialize the necessary terms and conditions in this Agreement.

NOW, THEREFORE, pursuant to N.C.G.S. § 160A-461, the Parties agree to the following terms and conditions.

1. Permission to Drill the Test Wells on the Property. The County hereby grants to the College permission to drill test wells on that portion of the Property contained within the Site. This permission shall be perpetual until such time that the Department no longer requires the College to monitor the test wells. If and when the Department no longer requires the College to monitor the test wells, the College shall cap the wells.

If the test wells still require monitoring after the Lease term expires and said Lease is not renewed by the County, the County hereby provides to the College a license to allow the College and its agents access to the Property to take water samples from the test wells as needed.

2. Restoring the Property. After the initial construction and drilling period is over, the College shall immediately restore the Property to its original state, subject, however, to the two installed test wells. If and when the Department no longer requires the College to monitor the test wells, the College shall cap the wells and, in so doing, correct any damage to the Property and restore to its original state.

3. Test Wells. The College shall monitor the test wells for safety reasons and shall make sure that at all times, the wells' lids are secured and safe and said lids shall be marked as "TEST WELL".

4. Insurance. The College shall maintain such appropriate liability insurance as is commercial reasonable under the circumstances and shall name the County as an additional insured to said policy. The College shall provide a Certificate of Insurance to the County. This provision is a conditional precedent to this Agreement.

5. Indemnity. The College shall hold harmless and indemnify the County for any damages, causes of action, costs, complaints, grievances, lawsuits or fees, including attorneys' fees, for any issues pertaining to the College's negligence in carrying out its responsibilities and duties contained herein.

6. Sharing of Data. To the extent requested by the County, the College shall share with the County any and all data reported by and/or collected by the Department associated with the testing wells on the Property.

7. Agreement. Except as otherwise amended herein, the terms and conditions in the Lease shall remain unchanged.

**THE TRUSTEES OF SOUTHWESTERN
COMMUNITY COLLEGE**

Don Tomas, on behalf of the College
President

THE COUNTY OF JACKSON

Brian Thomas McMahan
Chairman, Jackson County Commissioners

Attest:

Angela M. Winchester
Clerk to the Board