

MEMORANDUM OF USE AGREEMENT

This Memorandum of Use Agreement (“Agreement”) effective the 15th day of July, 2026, by and between Chatham County, a political subdivision of the State of North Carolina (“County”), and the Moncure Fire Department Board of Directors, a North Carolina nonprofit corporation (“Moncure Fire”) (each a “Party” and collectively the “Parties”), is as follows:

1. **Grant of Use.** Moncure Fire hereby grants to the County a non-exclusive license to use a portion of the real property located at 2389 Old US Highway 1, Moncure, North Carolina 27559 (the “Premises”) for the construction of a concrete pad of an area approximately 10 feet by 5 feet on the west side of Moncure Fire Station 8 Building (the “Pad”). The Pad shall be located adjacent to the Premises’ parking area as shown flagged in Appendix 1 and shall be used solely for the installation, operation, and maintenance of library book lockers (the “Book Lockers”).
2. **County Responsibilities.** The County shall be responsible, at its sole cost and expense, for the construction of the Pad and the installation, maintenance, repair, and replacement of the Book Lockers. The County shall have reasonable access to the Premises during normal business hours, and at other times upon reasonable advance notice, for purposes of constructing the Pad and installing, operating, maintaining, repairing, and replacing the Book Lockers.
3. **Moncure Fire Responsibilities.** Moncure Fire shall be responsible for ensuring the provision of and payment for any utilities, including electrical service and wi-fi connectivity, necessary for the operation of the Book Lockers. Moncure Fire shall provide reasonable cooperation to enable the County to perform its obligations under this Agreement.
4. **Term and Termination.** The initial term of this Agreement shall commence on the Effective Date and shall continue for a period of twenty (20) years, terminating on July 14, 2046, unless earlier terminated as provided herein. Either Party may terminate this Agreement upon ninety (90) days’ prior written notice to the other Party. Upon termination or expiration of this Agreement, the County shall remove the Book Lockers and, at Moncure Fire’s request, shall restore the Premises to substantially the same condition as existed prior to installation, reasonable wear and tear excepted.
5. **Indemnification.** To the fullest extent permitted by law, Moncure Fire shall indemnify, defend, and hold harmless the County, its officers, employees, and agents from and against any and all claims, damages, losses, and expenses (including reasonable attorneys’ fees) arising out of or resulting from: (a) Moncure Fire’s negligent acts or omissions or willful misconduct in connection with this Agreement; (b) any failure by Moncure Fire to comply with its obligations under this Agreement; or (c) the condition of the Premises, except to the extent caused by the County’s negligence or willful misconduct. The County shall indemnify, defend, and hold harmless Moncure Fire from and against any and all claims, damages, losses, and expenses (including reasonable attorneys’ fees) arising out of or resulting from the County’s negligent acts or omissions or willful misconduct in connection with the construction of the Pad or the installation, operation, maintenance, or removal of the Book Lockers, except to the extent caused by Moncure Fire’s negligence or willful misconduct.
6. **No Waiver of Governmental Immunity.** Nothing in this Agreement shall be construed to waive, limit, or otherwise modify any governmental immunity that may be available by law to the County, its officials, employees, agents, or volunteers.

7. Entire Agreement, Counterparts. This Agreement represents the entire agreement between the Parties as to the subject matter herein and may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have caused this Memorandum of Use Agreement to be executed by their respective duly authorized officers this ____ day of _____, 2026.

CHATHAM COUNTY

MONCURE FIRE DEPARTMENT
BOARD OF DIRECTORS

By: _____
Bryan Thompson

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

APPENDIX 1

