

## **USE AGREEMENT**

THIS USE AGREEMENT (the “Agreement”) is executed this \_\_\_ day of \_\_\_\_\_, 2024, entered into by the Town of Robbins, a North Carolina municipal corporation (the “Town”), and Northern Moore Family Resource Center, Inc., a North Carolina nonprofit corporation (“NMFRC”).

### **RECITALS**

WHEREAS, the Town owns the building that formerly housed the Robbins Police Department containing approximately 9,583 sq/ft, which is located on approximately .22 acres, more or less, at 110 S. Middleton Street, Robbins, NC 27325 (the “Premises”). The Premises are labeled “Lot 1A” on the survey attached hereto as Exhibit A;

WHEREAS, NMFRC is nonprofit organization seeking to provide multiple public services, for which the parties acknowledge there is a significant need for the Town of Robbins and northern Moore County; and

WHEREAS, the Town intends to convey the Premises in fee simple to NMFRC for One 00/100 Dollar (\$1.00) and for other good and sufficient consideration as described herein;

NOW THEREFORE, in consideration of the foregoing recitals and the mutual promises made herein, the parties agree as follows:

### **TERMS**

1. **Conveyance of the Premises:** The parties acknowledge that the conveyance of the Premises is subject to the North Carolina State law governing the disposition of municipal real property and that the Town intends to comply with and use the upset bid process set forth in N.C. Gen. Stat. § 160A-269 and all other applicable statutes. The parties further acknowledge that any upset bid received by a party other than NMFRC shall be required to incorporate restrictions on the use of the Premises that are substantially similar to the restrictions set forth in this Agreement.

2. **Term:** This Agreement shall be effective for a period of twenty (20) years, which term shall commence upon the date the Premises are conveyed from the Town to NMFRC.

3. **Use of the Premises:**

A. During the term of this Agreement, the Premises shall be exclusively used for the following activities:

- i. Head-start educational programming;
- ii. Other educational programming, including but not limited to programming for adults;
- iii. Community enrichment, including but not limited to afterschool programming;
- iv. Health care services;
- v. Poverty alleviation and support for working families; and

- vi. All administrative, custodial and/or kitchen activities that are typically associated with the uses listed herein.
- B. NMFRC has represented to the Town that upon conveyance of the Premises to NMFRC the following community partners shall provide services from the Premises:
- i. The Boys and Girls Club of the Sandhills,
  - ii. The Moore Free and Charitable Clinic, and
  - iii. The Sandhills/Moore Coalition for Human Care.

Within thirty (30) days of the execution of this Agreement, NMFRC shall provide the Town written commitments from each of these named organizations confirming that they will be partnering with NMFRC and providing services from the Premises;

- C. The use of the Premises for any purpose other than those listed in this Agreement and by any organization other than those listed herein must be approved in advance by the Robbins Board of Commissioners, which approval shall not be unreasonably withheld.

4. **Access:** NMFRC shall permit the Robbins Town Manager, or designee, to inspect the Premises at any time during normal business hours. The scope of the inspection shall be limited to confirming that the Premises are being used in compliance with the terms of this Agreement.

5. **Termination:** This agreement shall expire automatically at the end of the twenty (20) year term set forth in section 2. The Agreement may be terminated prior to the expiration of the term only by written consent of both parties.

6. **Default; Clawback and Other Remedies:**

- A. If the Town determines NMFRC is in material breach of the terms of this Agreement, it shall provide written notice of said breach, and NMFRC shall have thirty (30) days to cure the breach.
- B. If NMFRC fails to timely cure a material breach, fee simple title to the Premises shall immediately and automatically revert to the Town. Further, any subleases or use agreements that the NMFRC may have with its community partners, other entities, or with individuals for the use of the Premises shall automatically and immediately be null and void.
- C. The Town may use and all remedies available to it at equity and law to enforce the terms of this Agreement, and should the Town prevail in any legal action or proceeding whatsoever, it shall be entitled to an award of its reasonable costs and expenses, including but not limited to attorney's fees.

7. **Binding Effect:** This Agreement shall be binding on the parties, their successors, assigns, and lessees.

8. **Disputes:** The parties agree to attempt in good faith to informally resolve any disputes by first addressing such disputes to the Manager and a representative of the NMFRC. If a dispute cannot be resolved informally, either party may initiate litigation in

the appropriate court of law, including the Moore County Courts or the North Carolina Middle District of the United States District Court.

9. **Notice:** Notices required by this Agreement shall be provided in writing or by email, with delivery receipt, to the following persons and addresses:

Town of Robbins	Northern Moore Family Resource Center, Inc.
c/o Mr. Clint Mack, Manager	_____
101 N. Middleton St.	_____
Robbins, NC 27325	_____
manager@townofrobbins.com	_____

Either party may change the notice address at any time by providing written notice of the change to the other party.

10. **Entire Agreement; Execution:** This Agreement constitutes the entire agreement of the parties and supersedes any prior oral or written agreements or understandings between the parties. The Agreement may be executed in separate parts by the parties.

In witness whereof, the parties have set their hands and official seals, the day and year first written above.

The Town of Robbins

Northern Moore Family  
Resource Center, Inc.

By: \_\_\_\_\_  
Cameron Dockery, Mayor

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Attest: \_\_\_\_\_  
Jessica Coltrane,  
Town Clerk

Attest: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_