NORTH CAROLINA

CALDWELL COUNTY

NORTH CAROLINA RAILROAD COMPANY

AND

CALDWELL COUNTY

MICRO-GRANT AGREEMENT

This MICRO-GRANT GRANT AGREEMENT ("Agreement") is made as of the **__th day of _____ 202_**, by and between **Caldwell County** (hereinafter "Recipient") and the **North Carolina Railroad Company** (hereinafter "NCRR"). Recipient and NCRR are collectively referred to as the "Parties".

RECITALS

WHEREAS, Recipient desires to stimulate and develop the local economy of its region, alleviate the problems of unemployment and underemployment by creating and/or retaining jobs for its citizens, and develop its local tax base.

WHEREAS, NCRR created this program to provide funding to communities in order to help eliminate site development barriers and create a pipeline of investment in new industrial-sites in North Carolina;

WHEREAS, NCRR's Micro-Grant program provides funding for development site evaluations, such as environmental site assessments, wetland/stream delineations, boundary and other surveys, geotechnical reports, and title opinions; thereby increasing the number of industrial sites that are ready for development in North Carolina;

WHEREAS, Recipient has identified a site located in 3566 Morganton Lenoir Airport Avenue in Morganton in Caldwell County ("the Site") that requires certain environmental studies ("Studies") to determine whether it could be developed and marketed to potential industrial customers.

WHEREAS, Recipient has applied to NCRR's Micro-Grant program for funding assistance with the cost of the Studies; and

WHEREAS, NCRR has agreed to award Recipient a micro-grant of $50,000 for the costs of the Studies; and

WHEREAS, Recipient and NCRR now desire to enter into this Agreement setting forth the business terms and conditions for the foregoing NCRR micro-grant.

NOW THEREFORE, the Parties hereto, each in consideration of the promises and undertakings of the other as herein provided, do hereby covenant and agree, each with the other, as follows:

1. **TERM**. The term of this Agreement shall begin on the date this Agreement is executed (hereinafter the "Agreement Date") and shall end ("Expiration Date") two (2) years from the Agreement Date, unless otherwise extended as set forth in Section 4 herein.

2. **DESCRIPTION OF THE STUDIES.** The Studies will consist of a preliminary engineering report.

3. **DEVELOPMENT OF THE SITE.** Upon completion of the Studies, and if the Studies indicate the Site may be suitable for development, Recipient will undertake additional reasonable efforts to market and develop the Site for industrial uses for a period of five (5) years from the Agreement Date (the "Marketing Period").

4. **MAINTENANCE, OPERATION, LIABILITY AND INSURANCE.** At all times prior to the Expiration Date, parties other than NCRR shall be responsible for the maintenance, operation, liability and insurance for the Site and the activities associated with the Studies.

5. **STUDY REPORTS**. Upon completion, any reports from the Studies will be provided at no charge to NCRR upon request.

6. **TERMINATION AND MODIFICATIONS.**

A. Failure on the part of Recipient to comply substantially with any of the material provisions of this Agreement will be grounds for NCRR to terminate this Agreement and the grant awarded herein. Upon termination of this Agreement under this provision, Recipient must repay 100% of the NCRR grant.

B. If, within three (3) years of the Agreement Date, the Studies are not completed and NCRR is not provided with any reports from the Studies (if requested), this Agreement terminates automatically and Recipient must repay 100% of the NCRR grant.

C. The completion of the Studies covered by this Agreement shall be pursued as expeditiously as possible. If the Studies are unable to be completed due to a condition of *force majeure* or other conditions beyond the reasonable control of Recipient, then Recipient will diligently pursue completion of the Studies once

said condition or conditions are no longer in effect, and the parties may agree in writing to extend the term of this Agreement.

7. **NOTICES.**

Any notice, request, or other communication among the Parties shall be delivered in writing, sent by first-class mail, overnight courier, and/or electronic transmission and shall be deemed given upon actual receipt by the addressee. Notice shall be addressed as follows:

If to Recipient, use:

Caldwell County
1909 Hickory Blvd
Lenoir, North Carolina 28645

If to NCRR, use:

North Carolina Railroad Company
2809 Highwoods Boulevard
Raleigh, North Carolina 27604-1640
ATTN: NCRR Economic Development Department

8. **MISCELLANEOUS.**

A. Failure of Recipient or NCRR at any time to require performance of any term or provision of this Agreement shall in no manner affect the rights of Recipient or NCRR at a later date to enforce the same or to enforce any future compliance with or performance of any of the terms or provisions herein.

B. This Agreement constitutes a legally enforceable contract and shall be governed and construed in accordance with the laws of the State of North Carolina. The Parties agree and submit, solely for matters concerning this Agreement, to the exclusive jurisdiction of the courts of North Carolina and agree that the only venue for any legal proceedings shall be Wake County, North Carolina.

IN WITNESS WHEREOF, this Agreement has been executed, in duplicate, the day and year heretofore set out, on the part of Recipient and NCRR by authority duly given.

RECIPIENT

Sign: _____

Print: _____

Title: _____

NORTH CAROLINA RAILROAD COMPANY

By: _____

Print: _____

Title: _____