

STATE OF NORTH CAROLINA
COUNTY OF CARTERET

EMERGENCY OPERATIONS AGREEMENT

This Agreement, entered into this 10th day of May 2016 by McNeill's Golf Management, Inc., Peletier Loop Road, Swansboro, NC 28584, herein "Owner"; and the Town of Emerald Isle, a North Carolina municipal corporation, herein "Town";

Recitals:

1. Town, upon the approach of a category III or higher hurricane, may be required to evacuate fire, police, emergency, and other essential personnel and equipment from Town facilities on Bogue Banks, Carteret County, NC;
2. Owner's club house on Peletier Loop Road, Swansboro, NC, has sufficient elevation, size, and location to serve as a substitute facility during hurricane operations for the Town, and Owner has agreed to allow the use of the club house during such conditions;
3. Owner and Town now desire to set out the conditions of such use of Owner's club house facility and property;

Now, therefore, in consideration of the premises and the benefit to the Town and its citizens, Owner and Town agree as follows:

1. **USE OF GOLF COURSE CLUB HOUSE.** Owner hereby grants permission to Town, at no cost, to relocate essential equipment and personnel from the Town of Emerald Isle to Owner's property immediately prior to and during hurricane conditions which require relocation from Town's facilities for hurricane operations. Town may have access to and occupy Owner's club house and adjacent parking areas during hurricane operations for so long as Town is unable to return to its facilities on Emerald Isle. Occupancy for longer than a week is subject to Owner being able to charge Town reasonable rent for occupancy and use for periods longer than one week based upon negotiations between Town and Owner.
2. **TOWN'S RESPONSIBILITIES.** Town shall establish its own communications systems and reimburse Owner for all communications charges, tolls, and fees during occupancy and use. Town shall further reimburse Owner for use of all utilities on a prorated basis. Prior to occupancy Town shall provide Owner with written evidence of liability insurance covering Town's use and occupancy of Owner's facilities, and insuring against claims, liabilities, and damages resulting to Owner's facilities and claims asserted against Owner during such operations.

Town shall further keep up and maintain the club house and property in a reasonable manner during such occupancy, and shall restore the facility to its previous condition, reasonable wear and tear and hurricane damages excepted, upon termination and use.

3. INDEMNIFICATION AND HOLD HARMLESS. Town agrees to indemnify and hold harmless Owner and its agents, employees, and guests from all claims, liabilities, lawsuits, damages, and costs associated with or resulting from Town's use of Owner's property during the periods contemplated herein. Owner shall be obligated to allow Town to defend any lawsuits or claims asserted from such occupancy.

4. DURATION. The initial period for this agreement is from the date of execution until November 30, 2016, and is subject to re-evaluation at the end of the period for additional 1-year renewal periods. This agreement sets forth the entire terms and understanding between the Parties. As used herein, the singular shall include the plural and the masculine shall include the feminine and neuter genders as the context shall require.

In witness whereof, the Parties have executed this agreement on the date above written.

Town of Emerald Isle:

Owner: McNeill's Golf Management, Inc.

By: _____

By: G.E. McNeill

Title: _____

Title: Pres. + Owner

Date: _____

Date: May 10th 2016