

Return to: Midelle Jolley  
Town <sup>of</sup> Lake Lure  
P.O. Box 255  
Lake Lure, NC 28746

  
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Fee Amt: \$26.00 Page 1 of 3  
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Rutherford County, NC  
Rachel Thomas Register of Deeds  
BK 2029 PG 4579-4581

## MEMORANDUM OF UNDERSTANDING

Between

LAKE LURE COMMUNITY EDUCATION FOUNDATION ("LLCEF")

And

TOWN OF LAKE LURE ("TOLL")

This Memorandum of Understanding ("MOU") sets forth the terms and understanding between LLCEF and TOLL to provide TOLL access to buried conduits and pull-boxes supporting fiber optic equipment currently installed at the Lake Lure Classical Academy ("LLCA") campus.

### Background

LLCEF and TOLL both endeavor to support the success of LLCA and where possible, to support the success of each other. This MOU provides such an opportunity.

### Purpose

This MOU will allow TOLL access to the empty conduit and associated pull-boxes to support future fiber-based broadband internet needs for TOLL as designated on the NC9 General Development Plan adopted by Town Council on February 10, 2015.

### Reporting

Prior to any modifications and/or enhancements of the existing conduit or associated pull-boxes, TOLL will submit full design specs of any proposed use of the conduit or pull-boxes to LLCEF for review and approval.

### Damages

TOLL will be responsible at their cost to repair all damages and/or adverse impact(s) to LLCEF's infrastructure and equipment resulting from TOLL's modifications, enhancements, or other TOLL related work in areas where LLCEF conduit, boxes, and fiber exists. This includes but not limited to LLCEF's existing conduit, fiber cabling, pull-boxes, and or other data/telephone infrastructure associated to this MOU. All TOLL repairs will be completed in an acceptable timeframe as defined by LLCEF on a per incident basis.

**Funding**

LLCEF makes no commitment of funds in relation to this MOU. Any cost associated with accessing the fiber optic cabling described above will be borne by TOLL.

**Duration**

This MOU is at-will and may be modified by mutual consent of authorized officials from LLCEF and TOLL. This MOU shall become effective upon signature by the current authorized officials listed below and will remain in effect until modified or terminated by any one of the parties by mutual consent. In the absence of mutual agreement by the authorized officials, this MOU shall end when all available cable described above has been exhausted.

**Contact Information**

President, Lake Lure Community Education Foundation  
1058 Island Creek Road, Lake Lure, NC 28746  
828-625-9292

Mayor, Town of Lake Lure  
Memorial Highway  
828-625-9983

*Linda R. Turner*

*4-30-19*

Linda R. Turner, President, Lake Lure Community Education Foundation

Date

*Kevin Cooley*

*4/29/2019*

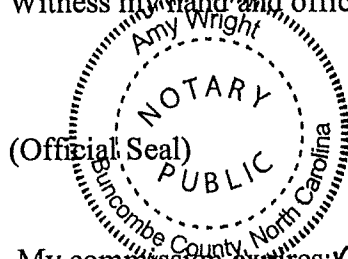
Kevin Cooley, Mayor, Town of Lake Lure

Date

=====  
State of North Carolina  
County of Rutherford

I, Amy Wright, a Notary Public of Buncombe County, North Carolina, do hereby certify that Linda Turner (name of corporate officer) personally came before me this day and acknowledged that he/she is President (title of corporate officer) of LLCEF Inc., a corporation, and that he/she, as President (title of officer), being authorized to do so, executed the foregoing on behalf of the corporation.

Witness my hand and official seal this 30<sup>th</sup> day of April, 2019.



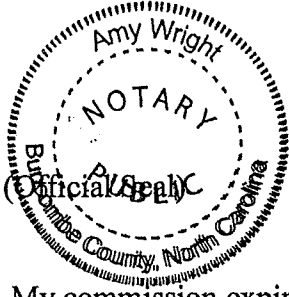
*Amy Wright*  
Notary Public

My commission expires: March 7, 2024  
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State of North Carolina  
County or ~~Rutherford~~ **TUNCOMBE**

I, Amy Wright a Notary Public of the County and State aforesaid, certify that Laura Krejci personally came before me this day and acknowledged that she is the Interim Clerk of the Town of Lake Lure, and that by authority duly given and an act of the Town of Lake Lure, the foregoing instrument was signed by Kevin Cooley, its Mayor, and attested by herself as Clerk, and sealed with the common seal.

IN WITNESS WHEREOF, I have hereunto set my hand and official stamp or seal, this 30<sup>th</sup> day of April, 2019.



Amy Wright  
Notary Public

My commission expires: March 7, 2024

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