

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (the "Memorandum") is made and entered into as of the 4 day of December, 2013, by and between HIGH POINT UNIVERSITY, a North Carolina nonprofit corporation ("HPU") and the CITY OF HIGH POINT, a North Carolina municipal corporation (the "CITY").

RECITALS:

- A. HPU has presented growth and campus expansion plans requiring greater building set-back and other flexibility for improving portions of the adjoining campus property that it owns along both sides of Montlieu Avenue between North College Drive and North Centennial Street; and
- B. HPU desires to fund, construct and improve said portions of Montlieu Avenue to possibly include but not limited to new pavement, sidewalks, street lighting, landscaping, and other campus enhancements, including investing in and constructing new and additional campus educational and other building improvements; and
- C. The City believes it is in the best interest of HPU, the City, and the City's residents to help facilitate, endorse and support the growth and expansion plans of High Point's University as provided in this Memorandum.

NOW, THEREFORE, the parties hereby agree as follows:

- 1. The City Council will approve a resolution on December 2, 2013 asking the North Carolina Department of Transportation (NCDOT) to delete Montlieu Avenue between North College Drive and North Main Street from the State Highway System Plan.
- 2. The City provides the NCDOT District Engineer with the City Council's resolution requesting the deletion in paragraph 1 above in order to make the January 8/9, 2014 North Carolina Board of Transportation meeting agenda.
- 3. HPU agrees to proceed and commence with funding, constructing and improving said portions of Montlieu Avenue from North College Drive to North Centennial Street with enhancements to possibly include but not limited to new pavement, sidewalks, street lighting, landscaping, and related enhancements, including an appropriate City approved plan to close Barbee Avenue at the Montlieu Avenue intersection.
- 4. HPU and the City agree that the City will retain all necessary and appropriate water, sewer, electric and other utility easements.

5. The City and HPU agree that each party will use cooperative and timely efforts to expeditiously affect the purposes of this Memorandum, including but not limited to submitting, reviewing and approving any plans, encroachment or easement agreements that this Memorandum may require.
6. If the North Carolina Board of Transportation deletes the said requested portion of Montlieu Avenue from the State Highway System Plan, the City Council agrees that it will abandon and close the said portion of Montlieu Avenue from North College Drive to North Centennial Street no later than February 28, 2014.
7. HPU agrees to allow public traffic on the said portion of Montlieu Avenue until July 31, 2014, and to complete the improvements necessary to close Barbee Avenue at the Montlieu Avenue intersection by July 31, 2014.
8. The City will cooperate with HPU to rezone property that HPU owns south of Montlieu Avenue in such a manner as to allow HPU to build educational buildings and other facilities.

INDEMNIFICATION:

1. HPU shall indemnify, hold harmless and defend the City, its employees, agents and representatives, from and against any and all claims or damages directly or indirectly arising out of or resulting from or related to the terms of this Memorandum of Understanding and any actions taken pursuant thereto.

IN WITNESS WHEREOF, the parties have been authorized and have caused this Memorandum of Understanding to be executed under seal, as of the date and year first above written.

HIGH POINT UNIVERSITY

By: 

Christopher H. Dudley
Chief of Staff

CITY OF HIGH POINT

By: 

Strib Boynton
City Manager