

NORTH CAROLINA

MEMORANDUM OF UNDERSTANDING

GUILFORD COUNTY

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is made this ____ day of January, 2016 by and between the **CITY OF HIGH POINT**, a North Carolina municipal corporation with a principal place of business of 211 South Hamilton Street, High Point, North Carolina 27260 ("City"), and the **HIGH POINT HISTORICAL SOCIETY, INC.**, a non-profit corporation with a principal place of business of 1859 East Lexington Avenue, High Point, North Carolina 27262 ("HPHS"), each referenced individually as "Party" and collectively as "Parties."

RECITALS

WHEREAS, the City owns certain real property located at 2011 East Lexington Avenue, High Point, North Carolina and the structure located on the property referred to as The Little Red Schoolhouse ("Schoolhouse"); and

WHEREAS, the Parties acknowledge that the Schoolhouse is a Guilford County Historical Landmark, it has historical, cultural, and educational value that should be preserved for the citizens of High Point; and

WHEREAS, the Schoolhouse is in need of stabilization and repair, and both the City and HPHS have expressed interests in seeing the Schoolhouse moved from its present location to the High Point Museum campus located at 1859 East Lexington Avenue, High Point, North Carolina, 27262; and

WHEREAS, the Parties desire to make equal financial contributions for the stabilization/relocation and repairs of the Schoolhouse, as set forth below.

NOW THEREFORE, the City and HPHS agree that:

1. The City will contribute funds in an amount not to exceed ninety-five thousand seven hundred fifty dollars (\$95,750.) for the stabilization/relocation and repairs of the Schoolhouse to the High Point Museum Campus, with payment of said funds to be made in two installments which correlate to the two project phases as set forth in the Moser Mayer Phoenix Architect Opinion dated June 29, 2015 ("Project").
2. The HPHS will contribute funds in an amount not to exceed ninety-five thousand seven hundred fifty dollars (\$95,750.) for the stabilization/relocation and repairs of the Schoolhouse to the High Point Museum Campus, with payment of said funds to be paid in two installments which correlate to the two project phases set forth in the Moser Mayer Phoenix Architect Opinion, dated June 29, 2015.
3. The Parties agree that the City shall be responsible for oversight and management of the Project, including contracting with the parties necessary for the Project's completion.

4. The Parties agree to enter into an Agreement setting forth the specific terms relating to their commitment to the Project, including responsibilities of the Parties, timing of certain events and payment of monies for the Project, and to enter such Agreement on or before May 1, 2016.
5. Any part of this Memorandum of Understanding may be amended by the Parties to reflect changed conditions; provided however, that the respective commitments of the Parties for the completion of Phases One and Two of the Project will remain in force unless mutually abrogated by the City and the HPHS. Furthermore, any amendment(s) of this Memorandum of Understanding shall be in writing.

IN WITNESS WHEREOF, the Parties have caused this Memorandum of Understanding to be executed as of the day and year first above written.

HIGH POINT HISTORICAL SOCIETY, INC.

By: Anna L. Kaiser
President - Elect

CITY OF HIGH POINT

By: William S. Bencini
Mayor, William S. Bencini