



GUILFORD COUNTY CONTRACT NO. 90007746

**STATE OF NORTH CAROLINA
GUILFORD COUNTY**

**LEASE AGREEMENT AT:
Junius W. Hedgecock Farm
407 West Parris Avenue
High Point, NC 27262**

LEASE AGREEMENT

THIS AGREEMENT ("Agreement" or "LEASE") is made and entered into on the January 1, 2026 by and between GUILFORD COUNTY, a body politic and corporate of the State of North Carolina ("LESSOR"), and HIGH POINT PRESERVATION SOCIETY, INC., A North Carolina nonprofit preservation organization, hereinafter referred to as HPPS ("LESSEE"), collectively referred to as the "PARTIES".

WITNESSETH:

WHEREAS, the Parties previously entered into a Memorandum of Understanding effective August 3, 2017 through August 2, 2019, ("the 2017 MOU") and subsequently entered into a new Memorandum of Understanding on March 1, 2020, through February 28, 2025 ("the 2020 MOU"), which set out the previous agreements including a lease of Junius W. Hedgecock Farm located on a portion of County's property located at 407 West Parris Avenue, High Point, NC as described below ("the Property"); and,

WHEREAS, the 2017 MOU and 2020 MOU renewal have expired, and the Parties wish to enter into a new Agreement to set out their current lease agreement with respect to HPPS's preservation and stewardship efforts related to the Junius W. Hedgecock Farm; and,

WHEREAS, the Parties intend to enter into this new lease to set out their current agreement with respect to HPPS's preservation and stewardship efforts related to the Junius W. Hedgecock Farm effective January 1, 2026; and,

NOW, THEREFORE, the Parties agree to the following terms and conditions regarding lease of the Premises consideration of the agreements and covenants contained herein and for other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged:

- 1. Premises.** According to the provisions set forth herein and for consideration received, the Parties hereby acknowledge that LESSEE shall lease from the LESSOR 3.88+/- acres of real property located at 407 West Parris Avenue, High Point, NC (referred to as "Premises"), as shown on Exhibit A, which is attached hereto for reference, situated in Guilford

County. Specific details of the extent of space leased are as shown in Exhibit A and may not differ without prior written approval. LESSEE accepts the Premises in the current "as-is" and "where is" condition. LESSEE hereby acknowledges and agrees that LESSOR has made no representations, covenants, or warranties whatsoever to LESSEE with respect to the Premises, the Building, or the Real Estate, the condition of the Premises, the Building, or the Real Estate, or the suitability for use by LESSEE of the Premises, the Building, or the Real Estate in connection with the business operations of LESSEE.

Those structures depicted on Exhibit A1 attached hereto as well as the immediately appurtenant land associated with each of those structures. The rental amount under this Lease shall be \$0.00 annually. Consideration for this lease consists of the commitments made by HPPS herein listed below as "Deliverables".

2. **Deliverables.** The 2017 MOU contained, without limitation, the following (italicized) deliverables to be accomplished by HPPS and timeline for their accomplishment:

These listed goals will be accomplished by undertaking the following activities (Phase One) within 365 days of approval of MOU:

1. *Grounds immediately around the house and outbuildings will be cleared*
2. *Water issues with house will be resolved (water in cellar, drainage, grading, roof, fascia and trim)*
3. *The house will be secured (cellar door, siding repair, window and door openings of house)*
4. *Intermediate repairs to Outbuildings.*
5. *Installation of temporary security fencing (wire 4x4 or 5x6 fencing of similar with metal stake poles 48" high, gates as needed) See Attached Map for locations. RED sites will be fenced; GREEN site will be stabilized. Fencing will not impede or interfere with proposed trail network.*
6. *High Point Preservation Society will be responsible for mowing and weed-trimming around structures and inside fences on an as-needed basis. Guilford County is responsible for areas outside of fencing.*

These listed goals will be accomplished by undertaking the following activities (Phase Two) within 180 days of approval of MOU:

1. *Repair brick foundation and chimneys*
2. *Install glazing in windows*
3. *Stabilization of Outbuildings*

Reporting

Guilford County will evaluate the effectiveness and adherence to this agreement with the High Point Preservation Society of the following tasks and timeline:

- 1. Repairs will be made on structures on the site within 120 days of approval of this Memorandum. Repairs include stabilization of the Hedgecock House, repair of outbuildings and barns, and removal of collapsed Tobacco Packing Barn, as described in the Hedgecock Farm Preservation Plan.*
- 2. Programming will be planned for occasions that demonstrate various aspects of farm usage, architecture, and agriculture. The High Point Preservation Society will identify assistance (through UNCG History Department or other) to develop a series of interpretive panels to provide a public interpretation of the historic site over the next year.*
- 3. Security will be addressed in the form of temporary fencing or caution tape around structures until permeant fencing can be established. Temporary fencing will be set in place within 120 days of approval of this Memorandum. Permanent fencing will be developed, as funding is raised, within the next one- to two years.*

To the extent not achieved already, HPPS shall proceed expeditiously to accomplish these deliverables. HPPS will promptly provide for COUNTY's review and approval a forward-looking written proposal that contains a proposed timeline for completion of those deliverables, and which may propose additional deliverables and a timeline for reaching them.

- 3. Lease Term.** The term (the "Term") of this Agreement shall be for Five (5) years beginning on January 1, 2026 and ending on December 31, 2030. This MOU includes the option to renew for one (1) additional term, not to exceed five (5) years under the same terms and conditions upon mutual written agreement by authorized officials of the Parties.
- 4. Termination.** Notwithstanding anything to the contrary , either Party may terminate the Agreement by providing thirty (30) days prior written notice to the other Party.
- 5. Expiration of Term.** Upon the expiration of the Term, LESSEE shall peacefully and quietly leave and surrender the Premises to LESSOR in good order and repair, and except for agreed upon improvements which are the consideration for this agreement, in the same condition as when delivered to the LESSEE

If LESSEE remains in possession of the Premises after the expiration of the Term and/or applicable renewal period with the LESSOR'S consent, but without any Agreement, LESSEE shall be considered a "LESSEE at will" with month-to-month tenancy. All provisions of this Agreement contained herein shall remain in full force through the duration of LESSEE's month-to-month tenancy.

6. **Funding.** This LEASE is not a commitment of funds from LESSOR. Funds will be raised through the community by donations and commitments from local foundations.
7. **Disclaimer of Warranties/Assumption of Risk.** LESSEE acknowledges its entire responsibility for determining the suitability of the Premises for its purpose and use. In the event the Premises becomes unsuitable for the LESSEE'S purpose and use, LESSEE'S sole remedy is to terminate the Agreement pursuant to the terms contained herein Section 3. LESSOR disclaims and warranties, expressed or implied, including by not limited to any warranty of fitness for a particular purpose. LESSOR disclaims any warranties, express or implied, including but not limited to any warranty of fitness for a particular purpose.
8. **Notices.** All notices pursuant to this LEASE shall be in writing and delivered personally or mailed certified mail, registered mail, postage prepaid, with return receipt requested, at the addresses appearing below, but each Party may change such address by written notice in accordance with this paragraph. Notices delivered personally will be deemed communicated as of actual receipt. Mailed notices will be deemed communicated as of three (3) days after mailing. Notices shall be sent to the following

Notices to COUNTY:

Attention: Victor Isler
Guilford County Manager
GUILFORD COUNTY
301 West Market Street, 2nd Floor
Greensboro, N.C. 27401

with a copy to:

Attention: Eric Hilton
Guilford County Facilities Director
GUILFORD COUNTY PROPERTY
MANAGEMENT AND FACILITIES DEPT.
220 Seneca Rd.
Greensboro, N.C. 27406

Notices to LESSEE:

Attention: Gloria Halstead
President
HIGH POINT PRESERVATION SOCIETY, INC.
PO Box 5653,
High Point, NC 27262

9. **Care of Premises.** LESSEE agrees to maintain and keep the Property in reasonable repair and condition at its expense. LESSOR is not responsible for fencing, irrigation or any other improvements to the Property. There shall be no dumping of trash, debris, limbs, stumps or other waste material on the Property. There shall be no fences or structures permanent in nature erected within the PROPERTY except as described herein or by express permission from LESSOR.

10. **Insurance.** Throughout the term of this Lease Agreement, including any renewals, LESSEE is strongly advised by the LESSOR to obtain commercial liability insurance coverage. As to the property and structures, LESSOR is self-insured and makes no warranties or representations regarding coverage for any business activities of the LESSEE. LESSEE is solely liable for any and all business risks associated with their execution of this Lease.

11. **Lawful Land Use and Responsibilities.** LESSEE shall use the Property solely for purposes of a Historic Preservation Site. Without limiting the forgoing, inconsistent uses and uses prohibited by law or policy on COUNTY property shall not be allowed, including but not limited to, uses such as hunting, off-road vehicle use ("4-wheeling"), and consumption of alcoholic beverages. LESSEE further agrees to comply at all times with federal, state and local rules, regulations, statutes, ordinances and directives that may now or hereafter be applicable to the Property and that are related to hazardous or toxic materials, pollution control, and/or environmental matters

12. **LESSORS' Duties.** Except as expressly stated herein, LESSOR and its agents or employees shall have no other duties to LESSEE under this Agreement or otherwise related to LESSEE's use of the Property.

13. **Right of Entry/Use.** While this Lease is in effect, LESSEE shall have the right to access the Property by the roads or drives owned by LESSOR and depicted on Exhibit A1 to perform its duties under this Lease. LESSEE shall repair any damage to these roads or drives caused by its activities. LESSOR and its representatives and/or agents may enter the Property at any time for the purpose of inspecting the Property to ensure compliance with the Lease and for any other lawful purpose. LESSOR reserves the right to use the Property at any time so long as its use does not interfere materially with HPPS's use of the Property.

14. **No Third-Party Beneficiaries.** There are no third-party beneficiaries to this Agreement and no intended beneficiaries other than the Parties.

15. **Independent Contractor/Indemnification.** LESSEE shall operate as an independent contractor for all purposes. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee or principal and agent between LESSOR (or any of its agents or employees) and LESSEE (or any of its volunteers, agents, or employees). LESSEE is an independent contractor

and not an employee, agent, joint venture, or partner of LESSOR. LESSEE agrees to make no representations to the contrary. LESSOR shall be held harmless for any actions taken by LESSEE including any use/utilization of Exhibit A/A1 facilities/grounds/structures conducted by LESSEE during the term of this LEASE. HPPS shall assume full responsibility for their activities during the term of this LEASE. The Parties each agree to be solely responsible for their own acts or omissions in the performance of each of their individual duties hereunder and shall be financially and legally responsible for all liabilities, costs, damages, expenses and attorney fees resulting from, or attributable to any and all of their individual acts or omissions to the extent allowable by law.

16. **Sublet, Assignment, Assumption.** This LEASE cannot be sublet, assigned or assumed without LESSOR's written approval. If LESSEE should undergo merger, acquisition, bankruptcy or any change in its ownership or name for any reason, LESSEE must notify LESSOR in writing of these changes and provide LESSOR with legal documentation supporting these changes, such as an Assumption Agreement, Bill of Sale, Articles of Incorporation, Articles of Amendment, sales contract, merger documents, etc. Further, LESSEE will submit the name and address of the assuming entity's registered agent for service of process and/or all notices required under this Lease.

17. **Severability.** If any provision of this Lease is held unenforceable, then such provision will be modified to reflect the Parties' intention. All remaining provisions of this Lease shall remain in full force and effect.

18. **Force Majeure.** Neither Party shall be liable to the other Party for any failure or delay caused by events beyond such Party's control and not due to its own negligence, provided that such Party uses commercially reasonable efforts to resume performance as soon as reasonably practicable. The non-performing Party shall notify the other Party of the force majeure event within twenty-four (24) hours of the onset thereof.

19. **Jurisdiction.** The Parties agree that this Lease is subject to the jurisdiction and laws of the State of North Carolina. LESSEE will comply with bid restrictions, if any, and applicable laws, including N.C.G.S. §143-129(j) regarding E-Verify. Any controversies arising out of this Lease shall be governed by and construed in accordance with the laws of the State of North Carolina.

20. **Headings/Titles/Wording.** Inclusion of titles of paragraphs or section headings, capitalization of certain words or phrases and/or bold face typestyle of certain words or phrases in this Contract are for convenience purposes only and shall not be used to interpret or construe the provisions of this Agreement. The terms "MOU," "Memorandum of Understanding," "Contract," "Agreement", and "Lease" have the same meaning and may be used interchangeably throughout this document. The terms

“Attachment,” “Exhibit,” and “Addendum” have the same meaning and may be used interchangeably throughout this document.

21. **Entire Agreement.** This Lease, including the Exhibits and/or Attachments, if any, sets forth the entire Agreement between the Parties. All prior conversations or writings between the Parties hereto or their representatives are merged within and extinguished. This Lease shall not be modified except by written agreement subscribed to by all the Parties.

22. **Waiver of Subrogation.** Anything in this Lease to the contrary notwithstanding, LESSOR hereby releases and waives unto LESSEE (including all officers, directors, employees and agents thereof), its successors and assigns, and LESSEE hereby releases and waives unto LESSOR (including all officers, directors, employees and agents thereof), its successors and assigns, all rights to claim damages for any loss, cost or damage to the Premises, as long as the amount of such loss, cost or damage has been paid to the damaged party under the terms of any insurance policy, to the extent such releases or waivers are permitted under applicable law.

(The remainder of this page is intentionally left blank.
This Agreement continues on the following page.)

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed, all pursuant to authority duly granted, as of the day and year first above written.

ATTEST:

GUILFORD COUNTY

Robin B. Keller
Guilford County Clerk to Board

Victor Isler
Guilford County Manager

(COUNTY SEAL)

ATTEST/WITNESS:

HIGH POINT PRESERVATION SOCIETY, INC.

Joanna Wilcox

Gloria J. Halstead
President

(CORPORATE SEAL)
(Attach if applicable.)

Exhibit A:

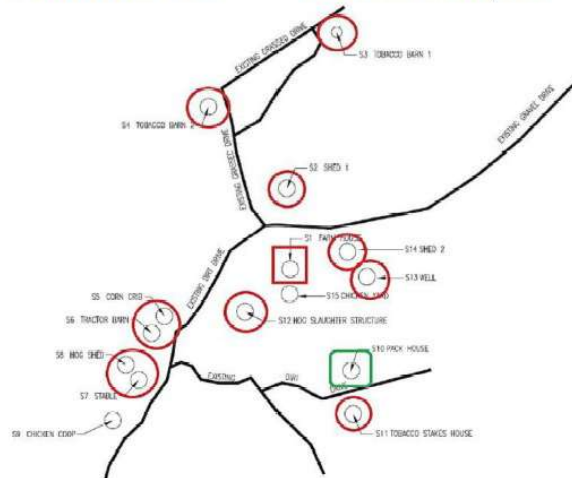
Real Estate Description



Exhibit A1:

Real Estate Description

Exhibit A1: Real Estate Description



(The remainder of this page is intentionally left blank.
This Agreement continues on the following page.)

Exhibit B: Copy of executed 2020 MOU

HEDGECOCK FARM

Memorandum of Understanding

Between

GUILFORD COUNTY

and

HIGH POINT PRESERVATION
SOCIETY, INC.

THIS MEMORANDUM OF UNDERSTANDING, also referred to as a "MOU", is hereby made, entered into, and effective as of this 1st day of March, 2020, by and between GUILFORD COUNTY, a body politic and corporate of the State of North Carolina, hereinafter referred to as "COUNTY" and the HIGH POINT PRESERVATION SOCIETY, INC., a non-profit preservation organization, hereinafter referred to as "HPPS," and also collectively referred to as the "Parties."

WHEREAS, the Parties previously entered into a Memorandum of Understanding effective August 3, 2017 ("the 2017 MOU") which set out the agreement between the Parties with respect to HPPS's preservation and stewardship efforts related to the Junius W. Hedgecock Farm located on a portion of COUNTY's property located at 407 West Parris Avenue, High Point, NC as described below ("the Property"); and

WHEREAS, the 2017 MOU has expired and the Parties wish to enter into this new MOU to set out their current agreement with respect to HPPS's preservation and stewardship efforts related to the Junius W. Hedgecock Farm.

NOW, THEREFORE, the Parties agree as follows:

1. **Deliverables.** The 2017 MOU contained, without limitation, the following (italicized) deliverables to be accomplished by HPPS and timeline for their accomplishment:

These listed goals will be accomplished by undertaking the following activities (Phase One) within 120 days of approval of COU:

- 1. Insurance will be provided for vacant buildings and exterior premises of general liability in the amount of \$1,000,000. (see quote for coverage through Maury, Donnelly, & Parr)*
- 2. Grounds immediately around the house and outbuildings will be cleared*
- 3. Water issues with house will be resolved (water in cellar, drainage, grading, roof, fascia and trim)*
- 4. The house will be secured (cellar door, siding repair, window and door openings*

- of house)
- 5. *Intermediate repairs to Outbuildings.*
- 6. *Installation of temporary security fencing (wire 4x4 or 5x6 fencing of similar with metal stake poles 48" high, gates as needed) See Attached Map for locations. RED sites will be fenced; GREEN site will be stabilized. Fencing will not impede or interfere with proposed trail network.*
- 7. *High Point Preservation Society will be responsible for mowing and weed-trimming around structures and inside fences on an as-needed basis. Guilford County is responsible for areas outside of fencing.*

These listed goals will be accomplished by undertaking the following activities (Phase Two) within 180 days of approval of COU:

- 1. *Repair brick foundation and chimneys*
- 2. *Install glazing in windows*
- 3. *Stabilization of Outbuildings*

Reporting

Guilford County will evaluate the effectiveness and adherence to this agreement with the High Point Preservation Society, of the following tasks and timeline:

- 1. *Repairs will be made on structures on the site within 120 days of approval of this Memorandum. Repairs include stabilization of the Hedgecock House, repair of outbuildings and barns, and removal of collapsed Tobacco Packing Barn, as described in the Hedgecock Farm Preservation Plan.*
- 2. *Programming will be planned for occasions that demonstrate various aspects of farm usage, architecture, and agriculture. The High Point Preservation Society will identify assistance (through UNCG History Department or other) to develop a series of interpretive panels to provide a public interpretation of the historic site over the next year.*
- 3. *Security will be addressed in the form of temporary fencing or caution tape around structures until permeant fencing can be established. Temporary fencing will be set in place within 120 days of approval of this Memorandum. Permanent fencing will be developed, as funding is raised, within the next one- to two-years.*

To the extent not achieved already, HPPS shall proceed expeditiously to accomplish these deliverables. HPPS will promptly provide for COUNTY's review and approval a forward-looking written proposal that contains a proposed timeline for completion of those deliverables and which may propose additional deliverables and a timeline for reaching them.

- 2. **Funding.** This MOU is not a commitment of funds from COUNTY. Funds will be raised through the community by donations and commitments from local foundations.
- 3. **Contract Term.** The term of this MOU shall be for five (5) years, beginning on March 1st, 2020, and ending on February 28, 2025. This MOU includes the option to renew for one (1) additional term not to exceed five (5) years under the same terms and conditions upon mutual written agreement by authorized officials of the Parties.
- 4. **Lease.** For the term of this MOU, so long as it remains in force and effect, COUNTY leases to HPPS and HPPS leases from COUNTY, the following property ("the Property") located within the larger tract owned by COUNTY at 407 West Parris Avenue, High Point, to be used consistent with

the terms of this MOU:

Those structures depicted on Exhibit A1 attached hereto as well as the immediately appurtenant land associated with each of those structures.

The rental amount under this MOU shall be \$0.00 annually. Consideration for this lease consists of the commitments made by HPPS herein.

5. **Notices.** All notices pursuant to this MOU shall be in writing and delivered personally or mailed certified mail, registered mail, postage prepaid, with return receipt requested, at the addresses appearing below, but each Party may change such address by written notice in accordance with this paragraph. Notices delivered personally will be deemed communicated as of actual receipt. Mailed notices will be deemed communicated as of three (3) days after mailing. Notices shall be sent to the following

Notices to COUNTY:

Attention: Marty K. Lawing
Guilford County Manager
GUILFORD COUNTY
301 West Market Street, 2nd Floor
Greensboro, N.C. 27401

with a copy to:

Attention: Dan Durham
Guilford County Facilities Director
GUILFORD COUNTY PROPERTY
MANAGEMENT AND FACILITIES DEPT.
301 West Market Street, 4th Floor
Greensboro, N.C. 27401

Notices to LESSEE:

Attention: Benjamin Briggs
President
HIGH POINT PRESERVATION SOCIETY
PO Box 5653,
High Point, NC 27262

6. **Termination.** This MOU may be terminated by either Party giving thirty (30) days written notice to the other Party.

7. **Surrender.** Upon the expiration or termination of this MOU, HPPS shall peacefully and quietly leave and surrender the premises in good order and repair to COUNTY, with the improvements made pursuant to this MOU, and otherwise in the same condition as when delivered to HPPS.

8. **Care of Premises.** HPPS agrees to maintain and keep the Property in reasonable repair and condition at its expense. COUNTY is not responsible for fencing, irrigation or any other improvements to the Property. There shall be no dumping of trash, debris, limbs, stumps or other waste material on the Property. There shall be no fences or structures permanent in nature erected within the PROPERTY except as described herein or by express permission from COUNTY.

9. **Insurance.** Throughout the term of this MOU, including any renewals, HPPS shall provide insurance coverage consisting of at least those coverages and limits of liability set out in the insurance quote attached to the 2017 MOU as Attachment D. HPPS shall provide COUNTY certificates of insurance evidencing the coverages obtained and shall provide updated certificates of insurance at the times of any changes or renewals and at any time upon COUNTY's request.

10. **Lawful Land Use and Responsibilities.** HPPS shall use the Property solely for purposes of a Historic Preservation Site. Without limiting the foregoing, inconsistent uses and uses prohibited by law or policy on COUNTY property shall not be allowed, including but not limited to, uses such as hunting, off-road vehicle use ("4-wheeling"), and consumption of alcoholic beverages. HPPS further agrees to comply at all times with federal, state and local rules, regulations, statutes, ordinances and directives that may now or hereafter be applicable to the Property and that are related to hazardous or toxic materials, pollution control, and/or environmental matters.

11. **County's Duties.** Except as expressly stated herein, COUNTY and its agents or employees shall have no other duties to HPPS under this Agreement or otherwise related to HPPS's use of the Property.

12. **Right of Entry/Use.** While this MOU is in effect, HPPS shall have the right to access the Property by the roads or drives owned by COUNTY and depicted on Exhibit A1 to perform its duties under this MOU. HPPS shall repair any damage to these roads or drives caused by its activities. COUNTY and its representatives and/or agents may enter the Property at any time for the purpose of inspecting the Property to ensure compliance with the MOU and for any other lawful purpose. COUNTY reserves the right to use the Property at anytime so long as its use does not interfere materially with HPPS's use of the Property.

13. **No Third-Party Beneficiaries.** There are no third-party beneficiaries to this Agreement and no intended beneficiaries other than the Parties.

14. **Independent Contractor/Indemnification.** HPPS shall operate as an independent contractor for all purposes. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee or principal and agent between COUNTY (or any of its agents or employees) and HPPS (or any of its agents or employees). HPPS is an independent contractor and not an employee, agent, joint venture, or partner of COUNTY. HPPS agrees to make no representations to the contrary. The Parties each agree to be solely responsible for their own acts or omissions in the performance of each of their individual duties hereunder, and shall be financially and legally responsible for all liabilities, costs, damages, expenses and attorney fees resulting from, or attributable to any and all of their individual acts or omissions to the extent allowable by law.

15. **Sublet, Assignment, Assumption.** This MOU cannot be sublet, assigned or assumed without COUNTY's written approval.

If HPPS should undergo merger, acquisition, bankruptcy or any change in its ownership or name for any reason, HPPS must notify COUNTY in writing of these changes and provide COUNTY with legal documentation supporting these changes, such as an Assumption Agreement, Bill of Sale, Articles of Incorporation, Articles of Amendment, sales contract, merger documents, etc. Further, HPPS will submit the name and address of the assuming entity's registered agent for service of process and/or all notices required under this MOU.

16. **Severability.** If any provision of this MOU is held unenforceable, then such provision will be modified to reflect the Parties' intention. All remaining provisions of this MOU shall remain in full force and effect.

17. **Force Majeure.** Neither Party shall be liable to the other Party for any failure or delay caused by events beyond such Party's control and not due to its own negligence, provided that such Party uses commercially reasonable efforts to resume performance as soon as reasonably practicable. The non-performing Party shall notify the other Party of the force majeure event within twenty-four (24) hours of the onset thereof. In the event that a force majeure event precludes HPPS from performing services and/or providing goods for a period of ten (10) consecutive business days, COUNTY shall have the right to: (a) procure replacement goods and/or services from an alternative source and/or (b) terminate the Contract or portion(s) of Contract upon written notice to HPPS.

18. **Jurisdiction.** The Parties agree that this MOU is subject to the jurisdiction and laws of the State of North Carolina. HPPS will comply with bid restrictions, if any, and applicable laws, including N.C.G.S. §143-129(j) regarding E-Verify. Any controversies arising out of this MOU shall be governed by and construed in accordance with the laws of the State of North Carolina.

19. **Headings/Titles/Wording.** Inclusion of titles of paragraphs or section headings, capitalization of certain words or phrases and/or bold face typestyle of certain words or phrases in this Contract are for convenience purposes only and shall not be used to interpret or construe the provisions of this Agreement. The terms "MOU," "Memorandum of Understanding," "Contract," and "Agreement" have the same meaning and may be used interchangeably throughout this document. The terms "Attachment," "Exhibit," and "Addendum" have the same meaning and may be used interchangeably throughout this document.

20. **Entire Agreement.** This MOU, including the Exhibits and/or Attachments, if any, sets forth the entire Agreement between the Parties. All prior conversations or writings between the Parties hereto or their representatives are merged within and extinguished. This MOU shall not be modified except by a writing subscribed to by all the Parties.

(The remainder of this page is intentionally left blank.
This Agreement continues on the following page.)

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed, all pursuant to authority duly granted, as of the day and year first above written.

ATTEST:

GUILFORD COUNTY

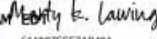
DocuSigned by:

C12B25477766D6A

10/29/2020 | 9:59

Guilford County Clerk to Board

DocuSigned by:


C1A9C79EE7AB49A

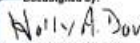
10/28/2020 | 8:37 AM PDT

Guilford County Manager

(COUNTY SEAL)

ATTEST/WITNESS:

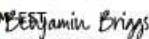
HIGH POINT PRESERVATION SOCIETY, INC.

DocuSigned by:

C1A9C79EE7AB49A

11/2/2020 | 2:53

Printed Name & Title:

DocuSigned by:


C1A9C79EE7AB49A

11/2/2020 | 1:36 PM EST

President

(CORPORATE SEAL)
(Attach if applicable.)

(The remainder of this page is intentionally left blank)

Real Estate Description



Exhibit A1:

Real Estate Description

