

3. Release. The Church hereby agrees to release the City and all of its officials, officers, employees, and agents from any and all claims, demands, expenses, costs and liabilities of any kind or nature arising in connection with the installation of the RRFB.
4. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of North Carolina. Venue for any litigation pertaining to this Agreement shall be in Forsyth County Superior Court.
5. Severability. If any provision of this Agreement is held to be void, invalid, illegal, or unenforceable under any law or regulation, such void, invalid, illegal, or unenforceable provision shall be deemed stricken, all remaining provisions shall continue to be valid and binding upon the Church and the City, and this Agreement shall be considered as if such void, invalid, illegal, or unenforceable provision had never been included herein.
6. Agreement Form. The headings within this Agreement are for convenience only and do not define, limit, or construe the contents of the sections herein.
7. Entire Agreement. This Agreement represents the entire understanding and agreement between the Parties, hereto, relating to the subject matter hereof.
8. Amendment or Modification. This Agreement cannot be amended or modified, except by another written document duly signed and executed by both the City and the Church.
9. Survival. Any provision, herein contained, which, by its nature and effect, is required to be observed, kept, or performed after completion of the relocation will survive such completion and remain binding upon, and for the benefit of, the Parties, hereto, until fully observed, kept, or performed.
10. Effective. This Agreement will become effective immediately upon execution by both Parties.
11. No Third-Party Beneficiaries. This agreement shall not create, nor be construed so as to create, any third-party beneficiaries.

[SIGNATURE PAGES FOLLOWS]

IN TESTIMONY WHEREOF, the Parties have caused this instrument to be executed, in duplicate, by their respective duly authorized officers, under seal, the day and year first above written.

HIGHLAND PRESBYTERIAN CHURCH USA OF WINSTON-SALEM

By: _____ [SEAL]
Signature

Print Name: _____

Title: _____

ATTEST:

By: _____ [SEAL]
Signature

Print Name: _____

Title: _____

**STATE OF NORTH CAROLINA
FORSYTH COUNTY**

I, _____, a Notary Public of Forsyth County, NC, do hereby certify that _____ personally came before me this day, and acknowledged that he or she is the _____ of Highland Presbyterian Church USA of Winston-Salem and that by authority duly given and as the act of non-profit corporation, the foregoing instrument was signed in its name by its _____.

WITNESS my hand and official seal, this the _____ day of _____, 20____.

Notary Public

My commission expires: _____

THE CITY OF WINSTON SALEM

[SEAL]

By Lee Garrity
City Manager

ATTEST:

By Sandra Keeney
City Clerk

**STATE OF NORTH CAROLINA
FORSYTH COUNTY**

I, _____, a Notary Public of Forsyth County, NC, do hereby certify that Sandra Keeney personally came before me this day, and acknowledged that she is the City Clerk of the City of Winston-Salem, a municipal corporation, and that by authority duly given and as the act of the municipal corporation, the foregoing instrument was signed in its name by its City Manager, sealed with its corporate seal, and attested by her as its City Clerk.

WITNESS my hand and official seal, this the _____ day of _____, 20__.

Notary Public

My commission expires: _____

Approved as to form and legality.

This instrument has been preaudited in the manner required by the Local Government and Fiscal Control Act.

This the ____ day of _____, 20__.

This the ____ day of _____, 20__.

Angela I. Carmon, City Attorney

Kelly Latham, Chief Financial Officer