NORTH CAROLINA)	
)	CONSTRUCTION AND FUNDING
FORSYTH COUNTY)	AGREEMENT

THIS CONSTRUCTION AND FUNDING AGREEMENT (hereinafter, the "Agreement") is made this ____ day of ______, 2022 between the CITY OF WINSTON-SALEM, a North Carolina municipal corporation, (hereinafter, the "City") and HIGHLAND PRESBYTERIAN CHURCH USA OF WINSTON-SALEM, a North Carolina religious institution (hereinafter, the "Church") (collectively, the "Parties").

WITNESSETH:

WHEREAS, the Church has requested that a rectangular rapid-flashing beacon (the "RRFB") be installed at the existing crosswalk near 2381 Cloverdale Avenue NW to increase the visibility of pedestrians crossing the street in the crosswalk;

WHEREAS, the cost to install the RRFB is currently estimated to be \$10,000 (Ten Thousand and 00/100 Dollars);

WHEREAS, the Parties have agreed that the City will effectuate the installation and the Church will pay the entire cost of the installation; and

WHEREAS, the Winston Salem City Council adopted a resolution on August 15, 2022 authorizing the execution of an agreement to that effect.

NOW, THEREFORE, the Parties hereto, each in consideration of the promises and undertakings of the other, as herein provided, do, hereby, covenant and agree as follows:

- 1. <u>Installation.</u> The City will install the RRFB within 60 (sixty) business days of the execution of this Agreement.
- 2. Payment. The Church will pay the entire cost of the installation, currently estimated at \$10,000 (Ten Thousand and 00/100 Dollars). The Church will pay the sum of \$10,000 (Ten Thousand and 00/100 Dollars) by the close of business, 5 p.m., on October 3, 2022. At the conclusion of the installation, the City will, in its sole and absolute discretion, determine the final cost thereof and, thereafter, either invoice the Church for any expenses the City incurred in excess of \$10,000 (Ten Thousand and 00/100 Dollars) or refund to the Church any money less the \$10,000 (Ten Thousand and 00/100 Dollars) paid. Any sum that the Church owes the City over and above the initial deposit of \$10,000 (Ten Thousand and 00/100 Dollars) must be paid to the City within 30 (thirty) days of the date of invoice. If the City does not receive payment from the Church within the time allotted, the City will add interest of 8% (eight percent) to the delinquent sum from the date of invoice, and will pursue all additional rights and remedies available at law and in equity.

- 3. <u>Release.</u> 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. <u>Governing Law.</u> 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. <u>Severability.</u> 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. <u>Agreement Form.</u> The headings within this Agreement are for convenience only and do not define, limit, or construe the contents of the sections herein.
- 7. <u>Entire Agreement.</u> This Agreement represents the entire understanding and agreement between the Parties, hereto, relating to the subject matter hereof.
- 8. <u>Amendment or Modification.</u> This Agreement cannot be amended or modified, except by another written document duly signed and executed by both the City and the Church.
- 9. <u>Survival.</u> 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. <u>No Third-Party Beneficiaries.</u> 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	n County, NC, do
hereby certify that	personally came be	fore me this day,
and acknowledged that he or she is the	e	of Highland
Presbyterian Church USA of Winston-Sale		
non-profit corporation, the foregoing	instrument was signed in its	name by its
WITNESS my hand and official seal, the	nis 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	a Notary Public of Forsyth County, NC, do
she is the City Clerk of the City of Wins duly given and as the act of the municip	, a Notary Public of Forsyth County, NC, do rsonally came before me this day, and acknowledged that ston-Salem, a municipal corporation, and that by authority all corporation, the foregoing instrument was signed in its ts corporate seal, and attested by her as its City Clerk.
WITNESS my hand and official sea	al, this the, 20
	Notary Public
My commission expires:	
Approved as to form and legality.	This instrument has been preaudited in the manner required
This theday of, 20	by the Local Government and Fiscal Control Act. This theday of, 20
Angela I. Carmon, City Attorney	Kelly Latham, Chief Financial Officer
Aligna I. Carmon, City Attorney	Keny Lamani, Chief Financial Officer