

NORTH CAROLINA

AGREEMENT

STOKES COUNTY

THIS AGREEMENT is made and entered into by and between Stokes County, acting through its Board of Commissioners ("Stokes"); and Our Communities of Northwest Stokes ("Our Communities");

WITNESSETH:

Whereas Stokes and Our Communities entered into a Memorandum of Understanding on May 22, 2016, under the terms of which Our Communities was to develop a plan satisfactory to Stokes, to take ownership of, and maintain as a community resource, the Francisco School Property (the "Property") by June 30, 2017; and

Whereas since May 22, 2016, Our Communities has had the use of the grounds of the Property in accordance with the terms and conditions set forth in the Memorandum of Understanding; and

Whereas Our Communities has been unable to develop a sustainable plan; and has notified Stokes that it will be unable to take ownership of, and maintain the Property; and

Whereas Our Communities has requested permission to continue using the grounds of the Property until Stokes disposes of said property; and

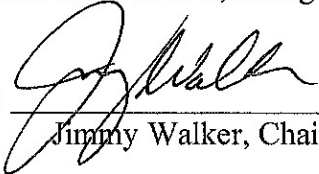
Whereas Stokes has agreed to the continued use of the grounds of the Property in accordance with the terms and conditions set forth herein;

NOW THEREFORE the parties agree as follows:

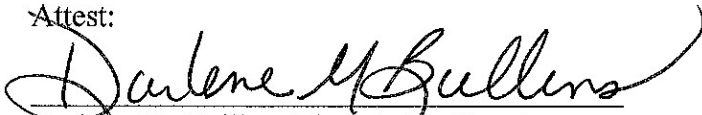
1. Our Communities may use the grounds of the Property for outdoor community activities and Little League practice and games.
2. Our Communities will obtain and maintain portable toilet(s) on the grounds as needed.
3. The buildings on the Property may not be entered or used by anyone, unless approved in advance by the County Manager.
4. Our Communities shall be responsible for maintaining the grounds of the Property in a safe condition at all times.
5. Our Communities shall be responsible for scheduling and supervising all organized activities on the grounds of the Property in a safe and lawful manner.
6. Stokes will continue the existing outside water access to the grounds.

7. Stokes will maintain existing liability insurance coverage on the property.
8. All future communications regarding the use of the grounds of the Property shall be through the Stokes County Manager and a representative of Our Communities to be designated by Our Communities.
9. Stokes shall have full access to the Property at all times for the purpose of marketing the Property to a potential buyer.
10. It is the intent of Stokes to allow use of the grounds of the Property by Our Communities and the Francisco Community until the County disposes of said property; however, Stokes reserves the right to terminate this Agreement at any time, if in the sole discretion of Stokes, it is necessary to market the Property, or protect the Property, Stokes, or the citizens and residents of the Francisco Community and the general public.


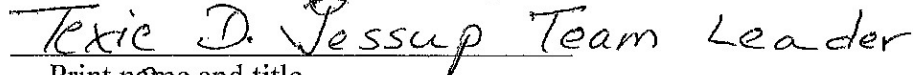
STOKES COUNTY, acting through its Board of Commissioners on July 10, 2017.

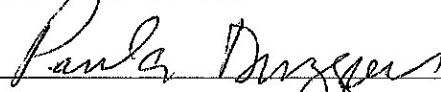

By: 
Jimmy Walker, Chairman

Attest:


Darlene M. Bullins, Clerk to the Board

Our Communities of Northwest Stokes acting through the undersigned officers on July 10, 2017

By: 

Print name and title

Attest: 

Print name and title