

DRAFT EXTENSION AGREEMENT Friday, October 21, 2022

This **EXTENSION AGREEMENT** is entered into as of the date last executed below by and among the following parties (individually, a “Party”, and collectively, the “Parties”):

1. Research Triangle Regional Public Transportation Authority d/b/a GoTriangle (“GoTriangle”), a public body and body politic and corporate of the State of North Carolina; and
2. North Carolina Railroad Company (“NCR”), a North Carolina private business corporation that owns and controls real property running approximately 317 miles from Charlotte to Morehead City which is used for passenger and freight rail operations (“NCR Corridor”); and
3. North Carolina Department of Transportation (“NCDOT”), an agency of the State of North Carolina; and
4. Capital Area Metropolitan Planning Organization (“CAMPO”), a metropolitan planning organization (“MPO”) with jurisdiction in Wake and portions of Granville, Franklin, Harnett and Johnston counties; and
5. Durham-Chapel Hill-Carrboro Metropolitan Planning Organization (“DCHC MPO”), a metropolitan planning organization (“MPO”) with jurisdiction in Durham and portions of Orange and Chatham counties; and
6. Wake County (“Wake”), a public body and body politic and corporate of the State of North Carolina; and
7. Durham County (“Durham”), a public body and body politic and corporate of the State of North Carolina; and
8. Johnston County (“Johnston”), a public body and body politic and corporate of the State of North Carolina.

WHEREAS, the Parties originally entered into a **MEMORANDUM OF UNDERSTANDING IN SUPPORT OF CONTINUED DEVELOPMENT OF THE GREATER TRIANGLE COMMUTER RAIL PROJECT (“MOU”)** on the 24th day of April 2020.

NOW THEREFORE, for good and valuable consideration, the amount and sufficiency of which is hereby acknowledged by the Parties, the Parties agree as follows:

1. **Extension of Term of Agreement.** The parties agree to extend and continue the term and duration of the above described MOU, and incorporated herein by reference all of the applicable terms and condition of said Agreement except to the extent that certain terms are specifically amended herein. The MOU shall extend for an additional term of one year, commencing on the 31st day of December 2022 and

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- expiring on the 31st day of December 2023, unless renewed or extended pursuant to the terms and conditions set forth in the MOU.
2. Except as specifically amended herein, all other terms, provisions and conditions of the MOU shall remain in full force and effect and are hereby ratified and confirmed by the Parties.

RESEARCH TRIANGLE REGIONAL PUBLIC TRANSPORTATION AUTHORITY D/B/A GOTRIANGLE

BY: _____ this ____ day of _____ 2022
Sig Hutchinson, Chair, Board of Trustees

BY: _____ this ____ day of _____ 2022
Charles E. Lattuca, President and
Chief Executive Officer

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

Saundra Freeman, Chief Financial Officer

Reviewed and approved as to legal form by GoTriangle

T. Byron Smith, General Counsel

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NORTH CAROLINA RAILROAD COMPANY

BY: _____ this _____ day of _____ 2022

BY: _____ this _____ day of _____ 2022
Carl Warren, President

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NC CAPITAL AREA METROPOLITAN PLANNING ORGANIZATION “CAMPO”

BY: _____ this _____ day of _____ 2022
Chris Lukasina, Executive Director

**ACKNOWLEDGEMENT BY
NC CAPITAL AREA METROPOLITAN PLANNING ORGANIZATION,” CAMPO”**

**State of North Carolina
County of Wake**

I, _____, a Notary Public for said County and State, do hereby certify that _____, Executive Director personally came before me this day and acknowledged the due execution for the foregoing instrument.

Witness my hand and official seal, this the _____ day of _____, 2022.

_____, Notary Public

(Seal)

My Commission Expires: _____, 20____

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DURHAM-CHAPEL HILL-CARRBORO METROPOLITAN PLANNING ORGANIZATION, "DCHC-MPO"

BY: _____ this ____ day of _____, 2022

ACKNOWLEDGEMENT by DURHAM-CAHPEL HILL-CARRBORO MPO

**State of North Carolina
County of Durham**

I, _____, a Notary Public for said County and State, do hereby certify that _____, Chair DCHC-MPO Board personally came before me this day and acknowledged the due execution for the foregoing instrument.

Witness my hand and official seal, this the ____ day of _____, 2022

Notary Public

(Seal)

My Commission Expires: _____, 20__

BY: _____ this ____ day of _____, 2022

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DURHAM-CHAPEL HILL-CARRBORO METROPOLITAN PLANNING ORGANIZATION, "DCHC-MPO"

BY: _____ this ____ day of _____ 2022.
_____, Chair, DCHC-MPO Board

ACKNOWLEDGEMENT BY DURHAM-CHAPEL HILL-CARRBORO MPO

**State of North Carolina
County of Durham**

I, _____, a Notary Public for said County and State, do hereby certify that _____, Chair, DCHC-MPO Board personally came before me this day and acknowledged the due execution for the foregoing instrument.

Witness my hand and official seal, this the ____ day of _____, 2022

Notary Public

(Seal)

My Commission Expires: _____, **20**____

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COUNTY OF DURHAM

BY: _____ this ____ day of _____ 2022

BY: _____ this ____ day _____ 2022

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

(Name)

Chief Financial Officer

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COUNTY OF JOHNSTON

BY: _____ this ____ day of _____ 2022
(Name)

BY: _____ this ____ day Of _____ 2022
(Name)

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

(Name)
Finance Director

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COUNTY OF WAKE

BY: _____ this _____ day of _____ 2022
_____ Chair Board of Commissioners

BY: _____ this _____ day of _____ 2022
_____ County Manager

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

_____, Chief Financial Officer