

## **FIRST AMENDMENT TO AGREEMENT FOR PARK CENTER PHASE I PUBLIC-PRIVATE PROJECTS**

This FIRST AMENDMENT TO AGREEMENT FOR PARK CENTER PHASE I PUBLIC-PRIVATE PROJECTS ("First Amendment") is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by and among DURHAM COUNTY, NORTH CAROLINA, a political subdivision of the State of North Carolina (the "County"), and RESEARCH TRIANGLE FOUNDATION OF NORTH CAROLINA, a North Carolina non-profit corporation ("RTF").

### **WITNESSETH:**

WHEREAS, on or about October 12, 2015, the County and RTF entered into that certain Agreement for Park Center Phase I Public-Private Projects ("Original Agreement"); and

WHEREAS, the Original Agreement anticipated that it would be supplemented, amended and superseded by subsequent closing documents and plans to be developed pursuant to the Original Agreement, and also anticipated that the list of the specific Phase I Infrastructure projects in the Original Agreement for which the County will share in the construction costs would be subject to revision as mutually agreed by the parties; and

WHEREAS, as the plans for the redevelopment of Park Center have progressed, the parties agree that an amendment to the Original Agreement pertaining to the list of the specific Phase I Infrastructure projects for which the County will share in the construction costs and the timing of the payment of the County's contribution will best serve the purposes of this public-private partnership and the anticipated benefits therefrom to the County.

NOW, THEREFORE, in consideration of the mutual covenants and agreements stated herein, the parties agree to amend the Original Agreement as follows:

1. All capitalized terms not otherwise defined herein shall have the meaning assigned to them in the Original Agreement.

2. The schedule set forth in Article II, Section 3 of the Original Agreement (*Disbursement of Funds*) is deleted in its entirety and replaced with the following:

- a. Payment 1: \$2,500,000 on or after January 1, 2016 upon submission of required documentation of costs associated with Projects listed in Section 2;
- b. Payment 2: \$2,500,000 on or after July 1, 2016 upon submission of required documentation of costs associated with Projects listed in Section 2; and
- c. Payment 3: The remaining \$15,000,000 on or after July 1, 2017 upon submission of required documentation of costs associated with Projects listed in Section 2.

3. The table set forth in Article II, Section 2 of the Original Agreement (*Cost Sharing From County*) is deleted in its entirety and replaced with the following:

Short Name	Project Description	Total Project Budget	County PPP Cost Sharing	Anticipated Completion
Utilities	On-site utilities of Phase I of Park Center Development, to include: sewer, reclaimed water, duct bank, domestic water; electricity			
Stormwater Park	Stormwater Treatment Area & Public. Park Meadow			
Stream Gardens	Park Center Stream Gardens provides a unique public park experience for residents of Durham. Woven throughout Park Center, the Stream Gardens offer areas for meetings, events, exercise food and activities	\$26,000,000	\$11,000,000	June 30, 2017
Civic Park	RTP Central Civic Park is the grand public area located at the heart of Park Center. The space will include areas for music and events, public markets, family/community to gather and children to engage with nature and technology.			
Parking	Public structured parking deck (1,000 spaces) for free access to public parks, retail, transit customers, and community events	\$18,000,000	\$9,000,000	June 30, 2018

4. Except as expressly herein amended, all other terms and provisions of the Original Agreement remain in full force and effect.

**IN WITNESS WHEREOF**, the parties, by their duly authorized signatories, hereby enter into this First Amendment effective as of the date first set forth above.

DURHAM COUNTY

RESEARCH TRIANGLE FOUNDATION OF  
NORTH CAROLINA

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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

GEORGE K. QUICK, DURHAM COUNTY CHIEF FINANCIAL OFFICER

**ACKNOWLEDGEMENT OF DURHAM COUNTY:**

NORTH CAROLINA  
DURHAM COUNTY

I, \_\_\_\_\_, a Notary Public of the County and State aforesaid, certify that Michelle Parker-Evans, personally came before me this day and acknowledged that she is clerk to the Board of Commissioners of Durham County, a political subdivision of the State of North Carolina, and that by authority duly given and as the act of the County, the foregoing instrument was signed in its name by its Manager, sealed with the County seal, and attested by Michelle Parker-Evans, Clerk to the Board of Commissioners.

Witness my hand and official stamp or seal, this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
(SEAL)

Notary Public

Printed Name: \_\_\_\_\_  
My commission expires: \_\_\_\_\_

**ACKNOWLEDGEMENT OF RESEARCH TRIANGLE PARK FOUNDATION  
OF NORTH CAROLINA**

STATE OF NORTH CAROLINA  
COUNTY OF DURHAM

I, a Notary Public in and for the aforesaid County and State, do hereby certify that \_\_\_\_\_ personally appeared before me this day and acknowledged that he/she is \_\_\_\_\_ of Research Triangle Park Foundation of North Carolina, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its \_\_\_\_\_, sealed with its corporate seal and attested by \_\_\_\_\_ as its \_\_\_\_\_.

Witness my hand and notarial seal this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
(SEAL)

Notary Public

Printed Name: \_\_\_\_\_  
My commission expires: \_\_\_\_\_