

FIRST AMENDMENT TO THE INTERLOCAL AGREEMENT  
BETWEEN ORANGE COUNTY AND THE CITY OF DURHAM  
FOR CONSTRUCTION AND OPERATIAON OF WATER AND SEWER FACILITIES  
IN THE ENO ECONOMIC DEVELOPMENT ZONE OF ORANGE COUNTY

The City of Durham, a North Carolina municipal corporation (“Durham”) and Orange County, a North Carolina political subdivision (“Orange”) entered into an “Interlocal Agreement Between Orange County and the City of Durham for Construction and Operation of Water and Sewer Facilities in the Eno Economic Development Zone of Orange County” (“Original Agreement”) on January 20, 2012. As a result of the November 2013 Draft Master Plan Report prepared by CDM Smith, Durham and Orange would like to amend the Original Agreement through this First Amendment to allow for additional time to study alternative design options. Through this First Amendment the Original Agreement is only modified as indicated below and the remaining portions of the Original Agreement shall remain in full force and effect. This First Amendment is dated, made, and entered into as of the \_\_\_ day of \_\_\_\_\_, 2015.

Paragraph 12 of the Original Agreement is modified as follows:

12. Duration. This agreement shall be perpetual, unless terminated earlier by mutual agreement. Nevertheless, this contract shall terminate if construction of the infrastructure has not begun by January 31, 2017. On such termination, all obligations that are still executory on both sides are discharged but any right based on prior breach or performance survives. The governing body of each party hereto has determined the duration provided in this paragraph to be reasonable.

This amendment is made pursuant to Paragraph 14 of the Original Agreement.

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

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Durham Finance Director

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Orange Financial Services Director

CITY OF DURHAM

ATTEST:

\_\_\_\_\_ By: \_\_\_\_\_

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
City Manager

Type or print name person signing for the City:

\_\_\_\_\_

ACKNOWLEDGMENT BY CITY OF DURHAM

Name of other party to the contract:

\_\_\_\_\_

Title of the contract:

\_\_\_\_\_

\_\_\_\_\_

I, \_\_\_\_\_, a notary public, certify:

(Type or print name of Notary Public)

(1) \_\_\_\_\_ personally appeared before me

(Type or print name of City Clerk or Deputy City Clerk who attested)

in Durham County, N. C. on this day; (2) I have personal knowledge of her identity; and (3) she acknowledged that by authority duly given and as the act of the City of Durham, the foregoing document was signed in its corporate name by its \_\_\_\_\_ City Manager, sealed with its corporate seal, and attested by its said City Clerk or Deputy City Clerk.

This the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

My commission expires: \_\_\_\_\_

Notary Public

ORANGE COUNTY

ATTEST:

\_\_\_\_\_  
Donna Baker  
Orange County Clerk

By: \_\_\_\_\_  
Bonnie B. Hammersley  
County Manager

ACKNOWLEDGEMENT OF ORANGE COUNTY

NORTH CAROLINA  
COUNTY OF ORANGE

I, a Notary Public in and for the aforesaid County and State certify that Donna S. Baker personally appeared before me this day and acknowledged that she is the County Clerk of Orange County, a North Carolina political subdivision, and that by authority duly given and as the act of the County, the foregoing agreement with the City of Durham was signed in its corporate name by the Orange County Manager, sealed with its corporate seal and attested by its said County Clerk or Deputy County Clerk, this the \_\_\_ day of \_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public

My commission expires: