

**NORTH CAROLINA**

**CHATHAM COUNTY**

**THIS FIRST AMENDMENT TO PAYMENT-IN-LIEU CONTRACT** (this “Amendment”) made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2013, by and between **Chatham County**, a body politic and corporate of the State of North Carolina (the “County”) and **NNP-Briar Chapel, LLC**, a Delaware limited liability company (“NNP-Briar Chapel”) (either the County or NNP-Briar Chapel may be referred to herein as a “Party” and collectively as the “Parties”);

**WITNESSETH:**

**WHEREAS**, on or about the 16th day of November, 2012, the County and NNP-Briar Chapel entered into a payment-in-lieu contract (the “Contract”) which provided, *inter alia*, that NNP-Briar Chapel would make a lump sum payment to the County in the amount of \$900,000 (the “Lump Sum Payment”) and that the County would use such funds for affordable housing purposes as provided in the Chatham County Compact Communities Ordinance (the “Ordinance”); and

**WHEREAS**, NNP-Briar Chapel has made the Lump Sum Payment to the County as required by the Contract; and

**WHEREAS**, subsequent to receipt of the Lump Sum Payment, the County amended the Ordinance to provide that, in addition to affordable housing purposes, lump sum payments received from developers of compact communities, such as NNP-Briar Chapel, may be used for (i) programs which are designed to address family violence and issues related to the abuse of women, including without limitation buildings and facilities for such programs, (ii) programs which are designed to address the needs of adults with intellectual and developmental disabilities, including without limitation buildings and facilities for such programs, and (iii) programs which are designed to address the needs of low and moderate income persons, including without limitation buildings and facilities for such programs; and

**WHEREAS**, the Parties wish to amend the Contract to provide that in addition to affordable housing purposes, the Lump Sum Payment may also be used for the foregoing additional purposes as provided in the amended Ordinance;

**NOW, THEREFORE**, for and consideration of the premises the County and NNP-Briar Chapel agree as follows:

1. Contract Amendment. The Contract is amended to provide that the \$900,000 Lump Sum Payment received by the County from NNP-Briar Chapel may be used for any purpose allowed under the Ordinance, as the same may be amended, from time to time.
2. Contract to Remain in Full Force and Effect. Except for the hereinabove provided amendment with respect to the use of the Lump Sum Payment, the Contract shall remain in full force and effect without any other change or modification.

**IN WITNESS WHEREOF**, Chatham County and NNP-Briar Chapel, LLC have caused this First Amendment to Payment-in-Lieu Contract to be executed by their authorized representatives effective the day and year first written above.

**Chatham County**

By: \_\_\_\_\_  
Charlie Horne, County Manager

**NNP-Briar Chapel, LLC**

By: \_\_\_\_\_  
\_\_\_\_\_  
(Title)