

NORTH CAROLINA

CHATHAM COUNTY

THIS SECOND AMENDMENT TO AGREEMENT (this "Second Amendment"), is made and entered into this 15 day of June, 2015, by and between **CHATHAM COUNTY**, a body politic and corporate of the state of North Carolina (the "County") and **FAMILY VIOLENCE AND RAPE CRISIS SERVICES**, a North Carolina nonprofit corporation having its registered office in Chatham County, North Carolina ("FVRC"). The County and FVRC may hereinafter be referred to as a "Party" or collectively as "Parties";

WITNESSETH:

WHEREAS, the County and FVRC entered into an agreement dated the 16th day of December, 2013, under the terms of which the County agreed to appropriate and pay funds to FVRC to be used to purchase land and construct a building for the purposes therein stated (the "Agreement"); and

WHEREAS, on January 5, 2015, the County and FVRC amended the Agreement (the "First Amendment") to allow funds to be used for architectural fees; and

WHEREAS, Paragraph 3 of the Agreement provided for the appropriation of County funds to be used by FVRC for the purchase of real estate to construct a building to provide FVRC Services; and

WHEREAS, Paragraph 3 does not specifically allow for County funds to be used for the demolition of any structures on real estate already owned by FVRC; and

WHEREAS, FVRC has requested, and the County has agreed, that it be allowed to use a portion of the funds to demolish any structures on the real estate currently owned by FVRC; and

WHEREAS, Paragraph 11 of the Agreement provides for the termination of the Agreement on June 30, 2015 if a building permit has not been issued and substantial construction work on the FVRC Building has not commenced on or before said date; and

WHEREAS, FVRC has requested an extension of the deadline from June 30, 2015 to December 30, 2016, and the County has agreed to such extension;

NOW, THEREFORE, for and in consideration of premises and the mutual benefits flowing to the Parties, the County and FVRC agree as follows:

1. Paragraph 3 of the Agreement is amended and rewritten to read as follows:
3. County Appropriations for the Purchase of Land or Demolition of Existing Structures. The County agrees to appropriate and pay funds to FVRC to be used to purchase a lot or parcel of real estate provided the same can be acquired at a reasonable price. The real estate purchased with County funds pursuant to the this paragraph 3 shall be used solely as a location to construct a building to be used to

provide the FVRC Services and other services or activities for the benefit of the public and that FVRC is authorized to provide. If FVRC is unable to find a suitable lot or parcel of real estate to be used to construct a building, FVRC may use County funds to demolish its existing building and construct a replacement building on the property it currently owns. Prior to entering into any contract, any portion of which is to be paid for with County funds, FVRC shall submit a copy of the contract to the County for its approval. The County's approval shall be in writing and shall specify the amount of County money which is available to be appropriated to FVRC to be used for the purchase of the real estate or for the demolition of structures on the existing real estate. The County money shall be available to be drawn by FVRC upon the receipt of written draw requests providing such information related to each draw as is reasonably requested by the County. FVRC shall execute and record such documents related to the payments made under this Paragraph 3 as may be necessary to establish FVRC's obligations hereunder, and shall include such restrictions, covenants, reversions, or other provisions as are mutually agreeable to the Parties to insure that the real estate (newly purchased or currently owned by FVRC if the existing building is demolished), including any building or structure located thereon, shall be used solely for the purpose of providing the FVRC Service and such other services or activities to the public as FVRC is authorized to provide, and that upon the failure of the real estate to be so used, such real estate, shall, at the County's option, be conveyed to the County at no cost or charge.

2. Paragraph 11 of the Agreement is amended to extend the termination date from June 30, 2015 to December 31, 2016.

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3. Except for the above amendments to Paragraph 3 and Paragraph 11, the remainder of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, Chatham County and FVRC have executed this Agreement as of the day and year first above written.

FAMILY VIOLENCE AND RAPE CRISIS SERVICES

By: Kathy Hodges
Kathy Hodges, Executive Director

CHATHAM COUNTY

By: Charlie Horne
Charlie Horne, Chatham County Manager

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

Vicki S. McConnell
Vicki S. McConnell

North Carolina
Chatham County

I Marianna Spence, a Notary Public of the County and State aforesaid, do hereby certify that Kathy Hodges personally appeared before me this day and acknowledged that she is the Executive Director of Family Violence and Rape Crisis Services, a North Carolina nonprofit corporation, and as Executive Director, being authorized to do so, executed the foregoing instrument on behalf of said corporation.

Witness my hand and official seal this 4 day of June, 2015.

Marianna Spence
Notary Public in and for the State of North Carolina

Marianna Spence
Printed Name

My Commission Expires: 2/6/2016



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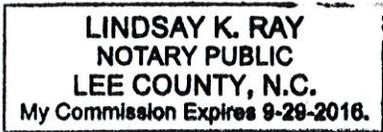
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North Carolina
Lee County

I Lindsay K. Ray, a Notary Public of the County and State aforesaid, do hereby certify that Charlie Horne personally appeared before me this day and acknowledged that he is the County Manager of Chatham County, and being authorized to do so, executed the foregoing instrument on behalf of said County.

Witness my hand and official seal this 16 day of June, 2015.



(Affix Notary Seal)

Lindsay K. Ray
Notary Public in and for the State of North Carolina

Lindsay K. Ray
Printed Name

My Commission Expires: 09-29-2016