

**MINOR MODIFICATION NUMBER 2010-2**  
**TO THE DEVELOPMENT AGREEMENT BY AND BETWEEN**  
**THE UNIVERSITY OF NORTH CAROLINA AT CHAPEL HILL**  
**AND**  
**THE TOWN OF CHAPEL HILL, NORTH CAROLINA**

This Minor Modification Number 2 to the Development Agreement between the University of North Carolina at Chapel Hill (hereinafter the "University") and the Town of Chapel Hill, North Carolina (hereinafter the "Town") dated July 1, 2009, is made and entered into as of the 12<sup>th</sup> day of August, 2010.

WITNESSETH:

WHEREAS, the University and the Town entered into a Development Agreement (the "Agreement") for the Carolina North Development Agreement; and,

WHEREAS, after signing the Agreement the University began preparation for application to the Army Corps of Engineers to allow certain impacts to wetlands and streams from development at Carolina North; and,

WHEREAS, as part of that application process the University must examine the impact of all requirements of the Agreement on existing wetlands and streams; and,

WHEREAS, this examination of the requirements in the Agreement for sidewalk and bicycle improvements has indicated potential significant stream impacts within the area identified as Area 5 in Exhibit E of the Agreement; and

WHEREAS, Sec. 5.8.17 of the Agreement requires a sidewalk on one side of Seawell School Road between Estes Drive and Homestead Road and Section 5.8.18 requires bicycle facilities on both sides of Seawell School Road between Estes Drive and Homestead Road; and,

WHEREAS, the University has examined an alternative for the section of Seawall School Road alongside Area 5 on Exhibit E that will avoid stream impacts while still providing sidewalk and bicycle improvements; and,

WHEREAS, this alternative would shift the required bicycle facility from the west side of Seawell School Road and provide a combined two-way bicycle facility and sidewalk on the east side of Seawell School Road in Area 5 on Exhibit E; and,

WHEREAS, this alternative would avoid approximately 600 linear feet of stream impact while still providing the sidewalk and bicycle facilities required by the Agreement; and,

WHEREAS, in order to allow this shifting of bicycle and pedestrian facilities, Sec. 5.8.18 of the Agreement would need to be modified; and

WHEREAS on June 11, 2010, the University submitted a request for a minor modification to the Agreement (Minor Modification Number 2) in order to make this adjustment and permit the location of the bicycle facilities on this portion of Seawell School Road to be on the east side of the Road only; and,

WHEREAS, the Town received this request on June 14, 2010; deemed it complete on July 1, 2010; provided the public notification of the request pursuant to Sec. 3.5.5 of the Town's Land Use Management Ordinance (hereinafter "LUMO"); received comment from members of the Town Council on June 16, 2010; and, on July 26, 2010 classified the request as a minor modification pursuant to Sec. 3.5.5(j) of the Town's LUMO; and,

WHEREAS, the Town Manager has reviewed the request for Minor Modification Number 2 and determined that it should be approved based on the terms of the original Agreement and the standards set forth in Sec. 3.5.5 of the LUMO.

NOW, THEREFORE, the University and the Town, by and through their undersigned authorized representatives, and pursuant to Section 4.12 of the Agreement, hereby enter into this Minor Modification Number 2 to the Agreement as follows:

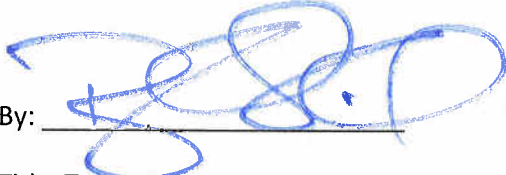
Section 5.8.18. of the Agreement is revised to read as follows (new language in bold italics):

5.8.18 Bicycle Improvements. Bicycle facilities shall be built in existing right-of-way or on University property. Bicycle facilities shall be provided on the following streets. The locations are:

- 1) Both sides of Estes Drive from Martin Luther King Jr. Blvd. to Seawell School Road; and
- 2) Both sides of Seawell School Road between Estes Drive and Homestead Road, ***except for the segment of Seawell School Road (Area 5 on Exhibit E) where locating bicycle facilities on both sides would cause stream impacts, this requirement shall be satisfied by locating a two-way bicycle facility/sidewalk on the east side of Seawell School Road for that segment.***

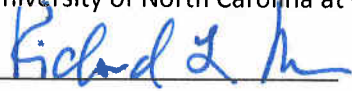
IN WITNESS WHEREOF, the parties hereby set their hands and seals effective the date first above written.

Town of Chapel Hill

By:   
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Title: Town Manager

The University of North Carolina at Chapel Hill

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

Title: Vice Chancellor for Finance and Administration