

ORTH CAROLINA

CHATHAM COUNTY

**FIRST AMENDMENT TO MEMORANDUM OF AGREEMENT**

This First Amendment to the Memorandum of Agreement (this “Amendment”) is made and entered into this \_\_\_\_ day of August, 2021 by and between Chatham County (the “County”) and Tim’s Farm & Forestry, LLC, a North Carolina limited liability company, and Tim’s Farm & Forestry II, LLC, a North Carolina limited liability company (collectively the “Developer”).

**RECITALS**

- A. The County and the Developer entered into the original Memorandum of Agreement dated and made effective the \_\_\_\_ day of December, 2018.
- B. The County has requested that the Memorandum of Agreement be amended to change Section 3. (a) Allocation of Initial Kimley-Horn Reimbursement.
- C. The Developer has agreed to amend the Memorandum of Agreement as requested by the County.

NOW, THEREFORE, in consideration of the mutual covenants and the conditions contained herein, the County and Developer agree as follows:

- 1. Section 3. (a) Allocation of Initial Kimley-Horn Reimbursement shall be amended as follows:

The County and the Developer agree that \$150,000 of the Initial Kimley-Horn Reimbursement received by the County will be paid to the Chatham County Economic Development Corporation (the “EDC”) to be used by the EDC (after approval by the County) for the benefit of the County, the Developer, and the CAM site to reimburse the Developer for costs incurred and paid for by the Developer related to the new US 64 entrance for the CAM Site, including \$65,127.00 already spent by the Developer which is to be paid to the Developer by the EDC within ten (10) business days of receipt of the Initial Kimley-Horn Reimbursement. The balance of the \$150,000.00 (\$84,873.00) shall be paid to the Developer for the benefit of the CAM Site for the following purposes:

- Establishing grubbed building pads and biannual maintenance of said building pads as hereinafter provided.
- Conducting any of the purposes allowable under subsection (b) of this section.

MEMORANDUM OF AGREEMENT TO REMAIN IN FULL FORCE AND EFFECT.  
Except for the Amendment set forth above to amend Section 3. (a) Allocation of Initial Kimley-Horn Reimbursement, the original Memorandum of Agreement effective the \_\_\_\_ day of December, 2018 shall remain in full force and effect.

BY: \_\_\_\_\_  
Dan LaMontagne, County Manager

**TIM'S FARM & FORESTRY, LLC**

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**TIM'S FARM & FORESTRY II, LLC**

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

\_\_\_\_\_  
Hope Tally, Finance Director