

**FIRST ADDENDUM TO DEVELOPMENT AGREEMENT  
BETWEEN HABITAT FOR HUMANITY OF WAKE COUNTY, INC.  
AND WAKE COUNTY**

WHEREAS, the undersigned are parties to a Development Agreement (“Agreement”) entered by and between Habitat for Humanity of Wake County, Inc. with an effective date of April 12, 2017, by and between Wake County, (“County”), and Habitat for Humanity of Wake County, Inc. (“Developer”), for the purchase and sale of four (4) lots (collectively referred to as “Lots”) to be developed for affordable housing. Said Lots are more particularly identified in *Exhibit A* attached to the Agreement and are located in the Town of Fuquay-Varina and the Town of Zebulon; and

WHEREAS, the Agreement identifies the Lots and the per lot sales price as follows:

120 Lawrence Street, Fuquay-Varina (\$9,000)  
308 W. Jones Street, Fuquay-Varina (\$9,000)  
201 W. Jones Street, Fuquay-Varina (\$9,000)  
507 N. Gill Street, Zebulon (\$13,500)

WHEREAS, the Agreement expires on May 31, 2018 and all homes to be constructed by Developer on the Lots are to be sold on or before May 31, 2018; and

WHEREAS, Developer has requested a written amendment to the Agreement as described herein and County, acting by and through approval of its Board of Commissioners mutually agrees to the amendment as set forth herein.

WHEREBY, by and through the execution of this First Addendum to Development Agreement Between Habitat for Humanity of Wake County, Inc. and Wake County, the parties hereby mutually agree to amend the Agreement as follows:

1. “Lots” - Removal of 308 W. Jones Street: All references to 308 W. Jones Street, including the legal description for 308 W. Jones Street included in *Exhibit A* of the Agreement shall be removed. The lot identified as 308 W. Jones Street, Fuquay-Varina at a sales price of \$9,000 shall be released from said Agreement and the total purchase price to be paid by Developer for the remaining three (3) Lots shall be adjusted from \$40,500 to \$31,500.
2. Expiration of Agreement & Deadline for Sale of Homes: The Agreement shall be extended through November 30, 2018 and all deadlines to be completed by Developer, including the sale of all homes developed on the Lots, as amended herein, shall be mutually extended to November 30, 2018.

All other terms and conditions of the Amendment shall remain the same and in full force and effect.

**COUNTY:**

WAKE COUNTY

By: \_\_\_\_\_  
David Ellis, Wake County Manager

Date: \_\_\_\_\_

**DEVELOPER:**

HABITAT FOR HUMANITY OF WAKE COUNTY, INC.

By: \_\_\_\_\_  
President, Authorized Signatory

Date: \_\_\_\_\_

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

\_\_\_\_\_  
Finance Director

\_\_\_\_\_  
Date