

NORTH CAROLINA)

A G R E E M E N T

FORSYTH COUNTY)

THIS AGREEMENT, made this _____day of _____, 20___, and between the neighborhood development know as **VILLAS AT PEACEHAVEN II, LLC** (hereinafter the “Developer”) and the CITY OF WINSTON-SALEM, NORTH CAROLINA, a municipal corporation (hereinafter the “City”):

W I T N E S S E T H:

WHEREAS, the Association and the City entered into an Agreement on June 2, 2003; and

WHEREAS, in that original Agreement, the Association agreed to reimburse the City for all additional charges and expenses which the City incurred for THIRTY-SEVEN (37) decorative luminaries for the streetlighting system in Villas at Peace Haven II; and

WHEREAS, due to the expansion, the current total of decorative streetlights for which the Association will be responsible for reimbursement to the City will increase from THIRTY-SEVEN (37) to SIXTY-THREE (63).

NOW, THEREFORE, for and in consideration of the premises and the mutual terms and conditions as hereinafter set forth, the City and the Association agree as follows:

1. The Agreement dated June 2, 2003 is hereby amended to provide that the lighting system for which the Association is responsible for reimbursement, as provided in the Agreement, consist of SIXTY-THREE (63) decorative luminaries.
2. Except as herein provided, the remaining provisions in the June 2, 2003 Agreement remain unchanged.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

VILLAS AT PEACE HAVEN II, LLC

BY: _____

President

ATTEST:

(SEAL)

Secretary

CITY OF WINSTON-SALEM

BY: _____

City Manager

ATTEST:

(SEAL)

City Secretary

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

Approved as to form and legality.

This ____ day of _____, 20__

This ____ day of _____, 20__

Lisa Saunders, Chief Financial Officer

Angela Carmon, City Attorney