

NORTH CAROLINA

**FEE IN LIEU OF AGREEMENT
FOR CHARITABLE/RELIGIOUS/
/NON-PROFIT ORGANIZATION
INSTALLMENT**

WAKE COUNTY

THIS AGREEMENT, made this _____ day of _____, 20_____
and between property owner, in Wake County, North Carolina (hereinafter called
"Developer") and the City of Raleigh, North Carolina (hereinafter called the "City");

WITNESSETH:

WHEREAS, the City on _____, conditionally approved a
(subdivision) on, a site plan (strike the one not applicable) entitled
_____ the property of
_____, (hereinafter called S - _____; MS - _____; SC
_____; GH _____; PA _____; AND plan
approved by Inspection Department and Administrative site address at
_____.

WHEREAS, said development was approved on the condition that

_____ (describe improvements); and

WHEREAS, the estimated cost for said improvements is \$_____.

NOW, THEREFORE, in consideration of the premises the promises herein made
and other valuable consideration, the receipt of which is hereby acknowledged, the parties
agree as follows:

1. That the Developer pay to the City the estimated cost for said improvements
(\$ _____) in ten (10) equal annual installments plus six (6) percent interest on the
unpaid balance. The owner may at its option; make full payment at anytime prior to the due
date.

2. That all annual payments are to be made on or before September 1. In the
event any payment is not made on or before September 1, the then entire outstanding
balance plus interest, shall be in default and shall be owed to the City, the parties agree that
time is of the essence.

3. In addition to any other remedy the City may have, it is agreed that in the event the Developer fails to make any timely payment, the City may at its option make the improvement and may assess one hundred percent (100%) of the cost of the improvement less any payments made by the Developer. Assessments are to follow the procedures of Articles 10 of Chapter 160A or other statutory authorization whereby the City may do the work and assess the costs of the landowners inside and outside the corporate limits.

4. That upon full payment the City agrees that no assessment will be levied against the property, if the assessment project is property, if the assessment project is for
_____ improvements.

5. That in consideration of the signing of this contract, the parties hereto for themselves, their agents, officials, employees and servants agree not to discriminate in any manner on the basis of race, color, creed, national origin, sex, age or handicap with reference to the subject matter of this contract, no matter how remote. The parties further agree in all respects to conform with the provisions and intent of City of Raleigh Ordinance 1969-889, as amended. This provision is hereby incorporated into this agreement for the benefit of the City of Raleigh and its residents, and may be enforced by action for specific performance, injunctive relief, or other remedy as by law provided.

6. This agreement shall be binding upon the parties, their heirs, successors and assigns.

DEVELOPER

By: _____ (SEAL)
Title

ATTEST:

Title (SEAL)

CITY OF RALEIGH

By: _____ (SEAL)
Ruffin L. Hall,
City Manager

ATTEST:

(Deputy) City Clerk & Treasurer (SEAL)

Approved As to Form:

Deputy City Attorney

NORTH CAROLINA

**INTERIM CITY MANAGER
ACKNOWLEDGEMENT**

WAKE COUNTY

I, _____ a Notary Public of the County and State aforesaid, certify that Ruffin L. Hall personally appeared before me this day and acknowledged that he is the City Manager of the City of Raleigh and that by authority duly given in Resolution No. (1985) - 971, the foregoing instrument was signed as the act of the City of Raleigh in its name by its Interim City Manager, sealed with its municipal seal and attested by Gail G. Smith as its City Clerk.

WITNESS my hand and official stamp or seal this _____ day of _____, 20_____.

Notary Public

(SEAL)

My Commission Expires: _____

NORTH CAROLINA

INDIVIDUAL

COUNTY OF _____

I, _____, a Notary Public do hereby certify that _____ personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

This the _____ day of _____, 20_____.

Notary Public

(Seal)

My Commission Expires: _____

NORTH CAROLINA

**CORPORATE
ACKNOWLEDGEMENT**

COUNTY OF _____

This is to certify that on the _____ day of _____, 20____, before me personally came _____, with whom I am personally acquainted, who, being be me duly sworn, says that (s) he is the (assistant) secretary, and _____ is the (vice) president of _____, the corporation and principal named in the foregoing and attached instrument; that (s) he knows the common seal of said corporation; that the seal affixed to the foregoing instrument is said common seal, and the name of the corporation was subscribed thereto by the said (assistant) secretary, and that the said (assistant) secretary and (vice) president subscribed their names thereto, and said common seal was affixed, all by order of the Board of Directors of said corporation, and that the said instrument is the act and deed of said corporation.

Witness my hand and official seal this the _____ day of _____, 20_____.

(SEAL)

Notary Public

My Commission Expires: _____

NORTH CAROLINA

COUNTY OF WAKE

**CHURCH/TRUSTEE
ACKNOWLEDGEMENT**

I, the undersigned Notary Public, in and for the aforesaid County and State, certify that _____ personally came before me this day and acknowledged that (s) he is a Trustee for _____, Church under and that (s) he is empowered to execute, and duly execute, the foregoing instrument in (his/her) capacity as Trustee.

Witness my hand and official seal this the ____ day of _____, 20____.

(SEAL)

Notary Public

My Commission Expires: _____

NORTH CAROLINA

WAKE COUNTY

**L.L.C. CORPORATE
ACKNOWLEDGEMENT**

I, the undersigned Notary Public, certify that on the day _____ of _____ 20 ____, before me personally came _____, to me personally known, who being duly sworn, did depose and say that (s) he is (assistant) secretary of secretary of _____, the corporation described in the foregoing instrument, which corporation is a manager of _____ a _____ L.L.C., a limited liability company, that by authority duly given and as the act of said corporation, acting Manager of said Limited Liability Company, the foregoing instrument was signed in its name by its (vice) president, seal and attested by said (assistant) secretary.

Witness my hand and official stamp or seal, this ____ day of _____, 20____.

Notary Public

My Commission Expires: _____

NORTH CAROLINA
WAKE COUNTY

**L.L.C. COMPANY
ACKNOWLEDGEMENT**

I, _____, a Notary Public for said County and State, do hereby certify that _____, Manager of _____, a limited liability company, personally appeared before me this day and acknowledged the due execution of the foregoing instrument on behalf of the company.

Witness my hand and official stamp or seal, this ___ day of _____, 20____.

(SEAL)

Notary Public

My Commission Expires: _____

STATE OF NORTH CAROLINA

**LIMITED LIABILITY PARTNERSHIP
ACKNOWLEDGEMENT**

COUNTY OF _____

I, _____ a Notary Public for said County and State, do hereby certify that _____, partner of _____ L.L.P., personally appeared before me this day and acknowledged the due execution of the foregoing instrument on behalf of the partnership.

(SEAL)

Notary Public

My Commission Expires: _____