

NORTH CAROLINA  
ORANGE COUNTY

**Letter of Intent and Good Faith Agreement  
By and Between**

**The Town of Chapel Hill & The Chapel Hill-Carrboro Children's Museum (d/b/a Kidzu)**

This Letter of Intent and Good Faith Agreement (Letter) establishes the interests of the Town of Chapel Hill (the Town) and the Chapel Hill-Carrboro Children's Museum, a North Carolina Nonprofit Corporation, (Kidzu) to enter into good faith negotiations for an agreement under which the Town would provide a site of approximately 2.3 acres, more or less, adjacent to the Town's Southern Community Park, located on the north side of 100 Sumac Road (the site), for Kidzu to construct a children's museum of approximately 30,000 sq. feet indoors and 5,000 sq. feet of dedicated space on the site for outdoor programming, exhibits and/or other museum activities and supporting parking and other infrastructure.

It is the Town's present intention to negotiate with Kidzu and consider providing the site and it is Kidzu's present intention to pursue use of the site for construction of the Chapel Hill-Carrboro Children's Museum. The parties intend that under an agreement resulting from these negotiations the site would be made available at little or no charge to Kidzu and that the lease of the site for the museum would be of sufficient length to justify Kidzu's investment in construction and operation of the museum. The physical building that would become the future Chapel Hill-Carrboro Children's Museum will be built with funding raised by Kidzu.

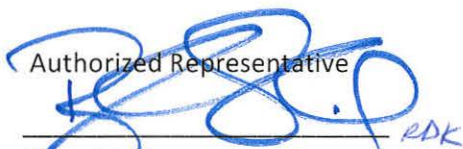
Both parties pledge to work toward a timetable to present a formal agreement to the Town Council for its consideration in, or prior to, the Spring of 2019.

This Letter is non-binding for both parties and is intended to establish a basis for future definitive discussions and contract negotiations, pending positive results from fundraising and operational feasibility assessments conducted by Kidzu. This Letter does not preclude the Town from talking with other parties about future usage of the site, but if such discussions do take place with another party, the Town shall notify Kidzu representatives at the onset of such discussions; likewise, Kidzu shall notify the Town if its interests change. This Letter is not intended to be, and shall not constitute in any way, a binding or legal agreement or to impose any legal obligation or duty on either the Town or Kidzu.

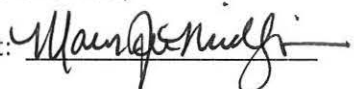
The foregoing Letter reflects the mutual understanding of intention of the parties hereto, was authorized by a resolution adopted by the Chapel Hill Town Council on June 13, 2018, and is signed on behalf of both parties this the 29th day of June, 2018.

**THE TOWN OF CHAPEL HILL**

Authorized Representative

  
(Signature) RDK

Roger L. Stancil, Town Manager  
(Name and Title)

Attest: 

**THE CHAPEL HILL-CARRBORO  
CHILDREN'S MUSEUM d/b/a KIDZU**

Authorized Representative

Melissa M. Cain  
(Signature)

Melissa Cain Kidzu Board  
Chair  
(Name and Title)

Attest: 