

**NON-BINDING MEMORANDUM OF UNDERSTANDING**

BETWEEN

RESEARCH TRIANGLE REGIONAL  
PUBLIC TRANSPORTATION AUTHORITY D/B/A  
GOTRIANGLE

AND

DUKE UNIVERSITY

THIS NON-BINDING MEMORANDUM OF UNDERSTANDING (MOU) has been executed as of December 12, 2016 by the Research Triangle Regional Public Transportation Authority d/b/a/ GoTriangle (GoTriangle) and Duke University (Duke). (As used in this MOU, GoTriangle or Duke is individually referred to as a "party" and collectively as the "parties.")

**RECITALS**

WHEREAS, GoTriangle, in conjunction with the Federal Transit Administration (FTA), is designing the Durham-Orange Light Rail Transit (D-O LRT) Project; and

WHEREAS, the FTA issued its Record of Decision (ROD) for the D-O LRT Project on February 11, 2016. As set forth in the ROD, the D-O LRT Project is a 17 mile, 17 station light rail transit service which will provide connections between UNC Hospitals, the UNC campus, the William and Ida Friday Center for Continuing Education, Patterson Place, the South Square Area, Duke, the Duke and Durham Veterans Affairs Medical Centers, downtown Durham, and east Durham; and

WHEREAS, Duke is an interested party in the D-O LRT Project and participates in coordination activities with GoTriangle; and

WHEREAS, the D-O LRT Project will benefit the community by providing accessible transit service and a competitive and reliable alternative to congested roadways that seamlessly serves many popular destinations in Durham and Chapel Hill, and that fosters growth, compact development, and economic development along a high-capacity transportation network; and

WHEREAS, the parties recognize the importance of the D-O LRT Project to Duke, Durham and Orange counties, and the people of the State of North Carolina; and

WHEREAS, Duke supports the D-O LRT Project as an advancement of the interests of the university and the general community; and

WHEREAS, Duke wishes to cooperate with GoTriangle in connection with GoTriangle's


development of the D-O LRT Project.

NOW, THEREFORE, Duke and GoTriangle, as parties to this MOU, set forth the following:

1. Duke intends to cooperate with GoTriangle in connection with the design, implementation, and construction of the D-O LRT Project.
2. Duke intends to cooperate with GoTriangle in connection with GoTriangle's efforts to seek appropriate rights of entry, permits, and appraisals associated with or related to the design, implementation, and construction of the D-O LRT Project from the State of North Carolina, and the County and City of Durham.
3. Duke intends to consider the donation of appropriate easements across and upon that certain real property owned, maintained, controlled, or managed by Duke reasonably necessary to design, implement, and construct the D-O LRT Project. Any such donation by Duke will be contingent upon the receipt by GoTriangle, prior to or concurrent with any donation by Duke, of comparable donations of easements from the State of North Carolina, the University of North Carolina at Chapel Hill, North Carolina Central University, the City of Durham, Durham County, and the Federal Highway Administration. Further, any such donation by Duke will require the negotiation and execution of definitive agreements concerning the exact route alignment, all of which will be subject to approval by Duke's Board of Trustees, in its sole discretion.
4. GoTriangle agrees not to use the name or any trademarks or logos of Duke in any form of advertising, marketing, or press release in connection with the D-O LRT Project without the prior written consent of Duke, which consent may be withheld in its sole discretion.
5. With the exception of paragraph 4, this MOU is not intended to create and does not create any legally binding obligation on either party but rather is intended to facilitate discussions regarding intended cooperation.
6. The term of this MOU shall begin as of December 12, 2016 and shall be in effect through June 30, 2020. This MOU may be extended or amended only by written agreement signed by the duly authorized representatives of both parties. Either party may terminate this MOU at any time upon written notice to the other party.
7. Each party acknowledges that the individual executing the MOU on its respective behalf is authorized to execute this MOU on its behalf in the capacity indicated.
8. This MOU may be executed in counterparts. A copy or facsimile copy of the signature of any party shall be deemed an original.
9. Duke understands and acknowledges that GoTriangle intends to seek a matching federal contribution from the FTA for the full value of any and all interests in real property that may be donated by Duke for purposes of the D-O LRT Project. Duke intends to provide reasonable assistance to GoTriangle with securing appraisals and other documentation showing how such conveyances of real property are calculated and valued.

IN WITNESS WHEREOF, this non-binding MOU has been executed as of December 12, 2016.

**RESEARCH TRIANGLE REGIONAL PUBLIC  
TRANSPORTATION AUTHORITY D/B/A GOTRIANGLE**

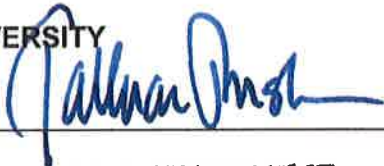
BY: 

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**DUKE UNIVERSITY**

BY: 

TITLE: TALLMAN TRASK III  
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