



47 other persons. It includes new construction, reconstruction, repair, installation and renovation,  
48 and includes the purchasing, acquiring and renting apparatus, supplies, materials and equipment  
49 as appropriate for that work.

50

51 **2.4 Construction Contract.** “Construction Contract” shall refer to the contract  
52 between the Company and City approved Contractor(s) for the installation and construction of  
53 the DPAC Light Sculpture.

54

55 **2.5 Contractor.** “Contractor” shall refer to a general contractor licensed under NC  
56 law with the appropriate classification for the work performed, chosen by and under contract  
57 with the Company to perform installation and Construction of the DPAC Light Sculpture.

58

59 **2.6 DPAC.** “DPAC” shall have the meaning ascribed to it in section 1.1.

60

61 **2.7 DPAC Light Sculpture.** “DPAC Light Sculpture” shall refer to the work of art  
62 created by the Artist to be installed in the DPAC Plaza as generally depicted in the graphic form  
63 shown in Exhibit B, “Light Sculpture Representation.”

64

65 **2.8 DPAC Plaza.** “DPAC Plaza” means the exterior plaza areas substantially as  
66 indicated on Exhibit A, entitled “DPAC Plaza and Approximate Location of the DPAC Light  
67 Sculpture.”

68

69 **2.9 DPAC Real Property.** “DPAC Real Property” shall mean the DPAC Site and  
70 buildings and structures permanently affixed thereto, including all of the integral components  
71 and systems of such buildings or structures, including foundation, landscaping, structural,  
72 mechanical, electrical, heating, ventilating, air conditioning, plumbing and vertical  
73 transportation. Throughout this Agreement, unless the context requires otherwise, “DPAC”  
74 includes the DPAC Real Property.

75

76 **2.10 Notice to Proceed.** “Notice to Proceed” or “NTP” shall be the official  
77 authorization from the City Manger allowing the Company and Contractor to enter onto the  
78 DPAC Real Property for the purpose of installing and construction of the DPAC Light Sculpture.

79

80 **2.11 Term of Use.** “Term of Use” shall be 25 years from the acceptance by the City of  
81 the DPAC Light Sculpture, during which term the City is obligated to maintain and operate the  
82 DPAC Light Sculpture consistent with the terms of this Agreement.

83

84 **2.12 Work.** “Work” means all design, installation and construction services that the  
85 Contractor is required to perform pursuant to this Agreement and all of the Company’s duties to the City  
86 that arise out of this Agreement relating to said design, installation and construction of the DPAC Light  
87 Sculpture. Reference to the “Work” in this Agreement may be the same whether or not capitalized.

88

### 89 **3.0 CONSTRUCTION AND INSTALLATION OF THE LIGHT SCULPTURE**

90

91 **3.1 Approved Plans and Specifications.** Prior to beginning the work, the Company  
92 shall present the appropriate City engineering and facility departments the detailed plans and  
93 specifications to be used for installation and construction of the DPAC Light Sculpture. The

94 location of the DPAC Light Sculpture shall be mutually agreed to by the Company and the City,  
95 and generally located in the area as identified in Exhibit A. The plans and specifications shall  
96 include all details necessary to construct and install the DPAC Light Sculpture (including all  
97 electrical and equipment schematics) such that it would be fully operational as envisioned by the  
98 Artist. After review and inspection of the plans and specifications by the City, the Company  
99 shall acquire their approval by the City Manager, which approval shall not be unreasonably  
100 withheld.

101  
102 **3.2 Contractor Approval and Construction Agreement**. Prior to initiating any  
103 installation or construction activities, the Company shall obtain approval from the City Manager  
104 of the proposed Contractor to perform the Work in accordance the approved plans and  
105 specifications. The Company has proposed Skanska USA Building Inc. as the Contractor to  
106 perform the work under the Construction Agreement. The City Manger approves of Skanska  
107 USA Building Inc. as the Contractor. The Company shall name the City as a third-party  
108 beneficiary to the Construction Contract with the Contractor.

109  
110 **3.3 Indemnification by Contractor**. The Company shall ensure that any entity with  
111 which the Company contracts for construction of the DPAC Light Sculpture related work shall  
112 indemnify, hold harmless, and defend the City to at least the same extent that the contracting  
113 entity agrees to indemnify, hold harmless, and defend the Company. The Company shall provide  
114 the City a copy of the Construction Contract prior to beginning construction work to verify the  
115 required indemnification provisions.

116  
117 **3.4 Notice to Proceed and Right of Entry**. The Company shall submit to the City  
118 Manager, evidence of completion of the items listed under Sections 3.1, 3.2 and 3.3 with written  
119 request to commence work, and within 10-days of receipt of such documentation from the  
120 Company, the City Manager shall either (1) deny the request to commence work with a written  
121 explanation of what documentation is still required, or (2) issue a written notice to proceed  
122 (NTP) to the Company, which NTP shall constitute the authorization for the Company to enter  
123 into the DPAC property for the purpose of constructing the DPAC Light Sculpture pursuant to  
124 the approved plans and specifications.

125  
126 **3.5 City Right to Observe and Work Stoppage**. The Company shall allow  
127 designated City representatives to observe all construction activities and shall coordinate with  
128 said City representatives to minimize damage to City property or address safety concerns. The  
129 City shall not be responsible for any of the construction work; however, the City Manager shall  
130 have the authority, in his reasonable discretion, to stop the work at any time to protect against  
131 unacceptable damage to City property or potential injury to persons. Any alleged damage or  
132 injury to the Company or Contractor due to such work stoppage shall not be compensable.

133  
134 **3.6 Assumption of all Costs, Expenses and Liabilities by Company**. The  
135 Company shall assume all costs and expenses relating to the design, installation and construction  
136 of the DPAC Light Sculpture. The Company shall obtain and provide, without cost to the City, all  
137 labor, materials, equipment, transportation, facilities, services, permits, and licenses necessary to perform  
138 the Work. The Company shall be responsible for repairing, replacing or re-constructing any damage to  
139 the DPAC Real Property caused by its construction activities relating to the DPAC Light Sculpture,  
140 except as authorized by the approved plans and specifications. As the Company will be responsible for

141 all construction and work activities relating to the DPAC Light Sculpture installation, the Company shall  
142 assume all risks and liabilities relating to such Work, except to the extent that any liability is caused by a  
143 negligent or wrongful act or omission of the City.  
144

145 **3.7 Signage.** The Company shall be responsible, at its sole cost and expense, for  
146 installing signage, which indicates the name of the DPAC Light Sculpture, and the Artist. All  
147 signage must be approved by the City in writing. Such signage must be installed prior to the first  
148 public showing of the DPAC Light Sculpture.  
149

150 **3.8 Certificate of Compliance.** Although not all components of the DPAC Light  
151 Sculpture will require permits and/or Certificate(s) of Compliance, the Company shall be  
152 responsible for obtaining all necessary permits and/or Certificate(s) of Compliance as required  
153 by law to allow the DPAC Light Sculpture to be fully operational as envisioned by the Artist.  
154 The Company shall present to the City evidence of such completion.  
155

156 **3.9 As-Built Drawings, Construction and Equipment Warranties.** Upon final  
157 completion of the construction of the DPAC Light Sculpture, the Company shall deliver to the  
158 City all as-built drawings sealed by a professional engineer licensed in the State of North  
159 Carolina. The engineer shall certify that all construction was completed in substantial  
160 conformance with approved plans and specifications. The Company shall also deliver to the City  
161 all equipment warranties and shall require in the Construction Contract that the Contractor  
162 warrant the construction work in conformance with the approved plans and specifications.  
163

#### 164 **4.0 ACCEPTANCE AND MAINTENANCE BY CITY**

165  
166 **4.1 Acceptance of DPAC Light Sculpture.** Upon satisfactory completion by the  
167 Company of the work described under Section 3 above, the City, through the City Manager, shall  
168 accept full title and ownership of DPAC Light Sculpture by means of a dated, written document  
169 in a form acceptable to the parties. Upon the date of acceptance of the DPAC Light Sculpture,  
170 and except as otherwise provided herein, the City shall be responsible for all liabilities, costs, and  
171 expenses resulting or arising out of owning, operating and maintaining the DPAC Light  
172 Sculpture pursuant to the terms of this Agreement. The City agrees to maintain the DPAC Light  
173 Sculpture in good operating condition during the entire Term of Use consistent with that of its  
174 initial operating condition. The City shall insure the DPAC Light Sculpture consistent with the  
175 coverage the City would carry for all public works of art installed and maintained on City  
176 property, and the City shall provide, upon request from Company, evidence of such insurance. If  
177 the DPAC Light Sculpture is damaged or destroyed by vandalism, fire, or casualty, then the City  
178 (at its cost and expense) shall promptly repair and/or replace the DPAC Light Sculpture.  
179

180 **4.2 Operation of the DPAC Light Sculpture.** The City shall be responsible for  
181 coordinating with the DPAC Operator or other party as necessary to operate the Art Sculpture.  
182 Said operation shall include turning the DPAC Light Sculpture on and off, and contacting the  
183 Federal Aviation Authority (“FAA”) as required by FAA regulations prior to turning it on. The  
184 City shall be responsible for devising a schedule of operation of the DPAC Light Sculpture,  
185 which schedule will be in the discretion of the City Manager. However, at a minimum, the City  
186 shall schedule of operation include operation of the DPAC Light Sculpture to coincide with  
187 DPAC performances.

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**4.3 Term of Use and Operation of the DPAC Light Sculpture.** Except as otherwise provided in this Agreement, the City shall maintain and operate the DPAC Light Sculpture for not less than twenty-five (25) years from the date of acceptance, being the Term of Use. If the City chooses not to remove or disassemble the DPAC Light Sculpture after the Term of Use, the City shall continue to operate and maintain the DPAC Light Sculpture consistent with the terms in effect during the Term of Use.

**5.0 LIGHT SCULPTURE ALTERATIONS OR REMOVAL**

**5.1 Alteration or Modification of Light Sculpture.** The City shall not modify or alter the DPAC Light Sculpture from its original plans and specification (including operating conditions) during the Term of Use, unless (1) as required by law, as necessary to not jeopardize federal or state funding eligibility effecting the City’s essential government functions, or to address safety concerns, or (2) otherwise if given authorization from both the Company and the Artist. Any request for modification (other than as required by law or to address safety concerns) shall be made pursuant to the notice provisions of this Agreement. If the City receives no response from the Company or Artist within 30-days or evidence of receipt of notice, the request to modify or alter the DPAC Light Sculpture shall be deemed as being denied by the non-responding party; however, if either the Company or the Artist deny the request, the request shall be deemed denied.

**5.2 Removal of Light Sculpture after Term of Use.** At any time after the Term of Use, the City shall have the right, with authorization from the City Council, to remove and disassemble the DPAC Light Sculpture, in its entirety, from City property at its own expense without authorization from the Company. Prior to exercising such right of removal and disassembly, the City shall first provide a 60-day advance notice to the Company of its intent to remove and disassemble the DPAC Light Sculpture. If ownership transfer and title to the Company is requested by the Company, and to the extent it is reasonably feasible, the City shall perform any removal or disassembly of the DPAC Light Sculpture with an effort to preserve as many of the components of the DPAC Light Sculpture as practicable and City shall formalize such transfer of said ownership and title by means of a dated, written document in a form acceptable to the parties. If requested by the Company, the City shall grant the right of the Company to perform the removal with its own forces subject to standard City review and approval. If requested by the Company, the City shall either deliver the DPAC Light Sculpture components to a designated location within a 60 mile radius of the DPAC Real Property or temporarily store (not to exceed 90-days) the removed and disassembled DPAC Light Sculpture components on City property for pick up by the Company. If no special request is made by the Company regarding the removal and disassembly of the DPAC Light Sculpture, the City shall have the right to otherwise dispose or discard the components in its discretion. The City shall not have the right to re-assemble the DPAC Light Sculpture at another location without prior approval from the Company and Artist.

Notwithstanding the above, (1) if the Company fails to respond to the notice of the City within 60-days of receipt, the non-response shall be deemed as consent to allow the City to dispose or discard the DPAC Light Sculpture components as the City determines, or (2) if the

234 Company cannot be contacted through the notice provisions provide herein for failure of the  
235 Company to provide updated contact information, such failure to provide updated notice  
236 information shall be deemed as consent to allow the City to dispose or discard the DPAC Light  
237 Sculpture components as the City determines.

238

239 **6.0 EXCLUSIVE COPYRIGHT LICENSE**

240

241 **6.1 Warranty of Copyright License by Company.** The Company represents and  
242 warrants to the City that it has commissioned the DPAC Light Sculpture by the Artist to be  
243 designed, constructed and installed in the DPAC Plaza pursuant to a written agreement between  
244 the Company and the Artist. The Company further warrants that it has obtained by written  
245 instrument from the Artist a copyright license in the DPAC Light Sculpture to be installed in the  
246 DPAC Plaza including rights in derivative works associated with said DPAC Light Sculpture, as  
247 provided in said agreement.

248

249 **6.2 Copyright License for Derivative Works.** By and through the execution of this  
250 Agreement the Company hereby transfers and assigns to the City all of Company’s rights, title  
251 and interest in and to the copyright license granted by the Artist to the Company, that is a  
252 perpetual, royalty-free license to use, display, exhibit, promote, advertise, make and distribute  
253 copies of, photograph, video, and otherwise reproduce two-dimensional images of the DPAC  
254 Light Sculpture for non-commercial and commercial purposes, in whole or in part, and to  
255 incorporate the image of the DPAC Light Sculpture, in whole or in part, into other works (the  
256 “Derivative Works”) for the City’s use under its statutory corporate authority. All right, title and  
257 interest in the Derivative Works shall remain with the City.

258

259 **6.3 License Authorizing Removal of DPAC Light Sculpture.** The Company  
260 further grants a perpetual license to the City, or otherwise waives any copyright interest in the  
261 DPAC Light Sculpture, as such rights may pertain to the removal and disassembly the DPAC  
262 Light Sculpture pursuant to Section 5 above.

263

264 **7.0 WAIVER BY ARTIST RIGHTS UNDER VARA IN DPAC LIGHT SCULPTURE.**

265 The Company has obtained from the Artist a waiver of his rights of to the DPAC Light Sculpture  
266 consistent with the terms of this Agreement under Visual Artists Rights Act of 1990 (17 U.S.C. §  
267 106A (2008)) (“VARA”) in a form acceptable to the City. Pursuant to the agreement between  
268 the Company and the Artist, if any material alteration or damage to the DPAC Light Sculpture  
269 occurs or if the rights granted herein to the City, with respect to modifications, alterations,  
270 disassembly, removal or destruction pertaining to the foregoing, are not exercised in a tasteful  
271 and professional manner, (i) the Artist has the right to notify the Company that he disclaims  
272 authorship of the DPAC Light Sculpture, (ii) upon written request to the Company, and then  
273 upon notification by the Company to the City, the City shall remove, or allow the Company to  
274 remove, the identification plaque and all attributive references to the Artist within 30 days of  
275 receipt of the notice, and (iii) the Artist may take such other action as the Artist may choose in  
276 order to disavow the DPAC Light Sculpture as his work. It is understood and agreed that,  
277 pursuant to the agreement between the Artist and the Company, and the terms and provisions of  
278 this Agreement, the City has the requisite authority to remove and disassemble the DPAC Light

279 Sculpture, if the City chooses to exercise its rights to do so as otherwise provided in this  
280 Agreement.

281

282 **8.0 NOTICES, CHANGE OF NOTICE INFORMATION**

283

284 **8.1** All notices, documentation and other communications required or permitted by this  
285 Agreement shall be in writing and shall be given either by personal delivery or certified United  
286 States Mail, return receipt requested, addressed as follows:

287

288

To the City:

289

290

Assistant City Manager for Economic and Workforce Development

291

Office of Economic and Workforce Development

292

City of Durham

293

101 City Hall Plaza

294

Durham, North Carolina 27701

295

296

297

To the Company:

298

299

James F. Goodmon, President

300

Capitol Broadcasting Company

301

2619 Western Blvd.

302

Raleigh, NC 27606

303

304

305

To CBC:

306

307

With a copy to:

308

General Counsel

309

Capitol Broadcasting Company

310

2619 Western Boulevard

311

Raleigh, NC 27606

312

313

314

To the Artist:

315

316

Jaume Plensa

317

c/o Paul Gray

318

Richard Gray Gallery

319

875 North Michigan Avenue

320

Chicago, IL 60611

321

322

323 **8.2** A change of address or person to receive notice may be made by either party by  
324 notice given to the other party. It shall be the sole responsibility of each individual party to

325 provide accurate, updated notice information. Any notice or other communication under this  
326 Agreement shall be deemed given at the time of actual delivery, if it is personally delivered or  
327 sent by fax. If the notice or other communication is sent by United States mail, it shall be  
328 deemed given upon the third calendar day following the day on which such notice or other  
329 communication is deposited with the United States Postal Service or upon actual delivery,  
330 whichever first occurs.

331

### 332 **9.0 EXHIBITS**

333 The following exhibits are made a part of this contract:

334 Exhibit A “DPAC Plaza and Approximate Location of the DPAC Light Sculpture,”  
335 consisting of \_\_\_ pages.

336 Exhibit B “DPAC Light Sculpture Representation,” consisting of \_\_\_ pages.

337 Exhibit C “Company Insurance Requirements,” consisting of \_\_\_ pages.

338

339 In case of conflict between an exhibit and the text of this Agreement excluding the exhibit, the  
340 text of this Agreement shall control.

341

### 342 **10.0 INSURANCE**

343 The Company and Contractor shall maintain in effect the insurance requirements listed in  
344 Exhibit D (“Company Insurance Requirement”) from prior to the NTP until receipt of written  
345 acceptance of the DPAC Light Sculpture by the City Manager.

346

### 347 **11.0 INDEMNIFICATION**

348

349 **11.1 Definitions.** In this Section 11.0, the following definitions shall apply:  
350 “Claims” are claims, losses, damages, liabilities, fines, penalties, fees, royalties, costs, demands,  
351 actions, suits, and judgments of any kind or nature whatsoever, whether at law or in equity,  
352 including court costs and reasonable attorney’s fees assessed as part of any of said items.

353 “Persons Connected with Company” are Company’s officers, members, managers, board  
354 members, employees, agents, contractors, subcontractors of all tiers, and invitees, but excluding  
355 the City.

356

357 **11.2 Indemnification by Company.** “City Indemnitees” are defined as City, its  
358 officers, officials, employees, agents, and independent contractors, but excluding Company.  
359 Company shall indemnify, defend, and hold harmless the City Indemnitees from and against all  
360 Claims arising out of, relating to, or resulting from acts or omissions by Company or Persons  
361 Connected with Company arising out of, relating to, or resulting from the Company’s obligations  
362 with respect to this Agreement. Without limiting the preceding sentence, and as an additional  
363 obligation of Company, it is agreed that Company shall indemnify, defend, and hold harmless  
364 the City Indemnitees from and against all Claims made by independent contractors, including  
365 subcontractors of all tiers, where the independent contractor was engaged by Company to  
366 perform work pursuant to this Agreement, except to the extent the Claim is the result of a  
367 negligent or wrongful act or omission by any of the City Indemnitees. In performing its duties  
368 under this Section 11.2, Company shall defend City Indemnitees with legal counsel reasonably  
369 acceptable to City.

370

371           **11.3 Indemnification by City.** “Company Indemnitees” are defined as Company, its  
372 officers, directors, employees, agents, and independent contractors. To the maximum extent  
373 allowed by applicable law, City shall defend, indemnify and hold harmless the Company  
374 Indemnitees from and against all Claims arising out of, relating to, or resulting from acts or  
375 omissions of City, its agents or contractors in the performance of City’s obligations under this  
376 Agreement relating to maintenance, use, operation, alteration or modification, including removal,  
377 of the DPAC Light Sculpture. Nothing in this section shall affect any warranties or covenants in  
378 favor of City that are otherwise provided in or arise out of this Agreement.  
379

380           **11.4 Survival.** This Section 11.0 shall remain in force despite termination of this  
381 Agreement with respect to acts and omissions occurring before termination of this Agreement  
382 (whether by expiration of the term or otherwise) and termination of the services of Company  
383 under this Agreement.  
384

## 385 **12.0 MISCELLANEOUS PROVISIONS**

386

387           **12.1 City Policy.** THE CITY OPPOSES DISCRIMINATION ON THE BASIS OF  
388 RACE AND SEX AND URGES ALL OF ITS CONTRACTORS TO PROVIDE A FAIR  
389 OPPORTUNITY FOR MINORITIES AND WOMEN TO PARTICIPATE IN THEIR WORK  
390 FORCE AND AS SUBCONTRACTORS AND VENDORS UNDER CITY CONTRACTS.  
391

392           **12.2 Choice of Law and Forum.** This Agreement shall be deemed made in Durham  
393 County, North Carolina. This Agreement shall be governed by and construed in accordance with  
394 the laws of the State of North Carolina. The exclusive forum and venue for all actions arising  
395 out of this Agreement shall be the North Carolina General Court of Justice in Durham County.  
396 Such actions shall neither be commenced nor removed to federal court. This section shall not  
397 apply to subsequent actions to enforce a judgment entered in actions heard pursuant to this  
398 section.  
399

400           **12.3 Principles of Interpretation and Definitions.** In this Agreement, unless the  
401 context requires otherwise (a) the singular includes the plural and the plural the singular. The  
402 pronouns “it” and “its” include the masculine and feminine. References to statutes or regulations  
403 include all statutory or regulatory provisions consolidating, amending, or replacing the statute or  
404 regulation. References to contracts and agreements shall be deemed to include all amendments  
405 to them. The words “include,” “including,” etc. mean include, including, etc. without limitation;  
406 (b) references to a “Section” or “section” shall mean a section of this Agreement; (c) “Contract”  
407 and “Agreement,” whether or not capitalized, refer to this instrument; (d) titles of sections,  
408 paragraphs, and articles are for convenience only, and shall not be construed to affect the  
409 meaning of this Agreement; (e) “Duties” includes obligations; (f) the word “person” includes  
410 natural persona, firms, companies, associations, partnerships, trusts, corporations, governmental  
411 agencies and units, and other legal entities; (g) the word “shall” is mandatory; and (h) the word  
412 “day” means calendar day.  
413

414           **12.4 Waiver.** No action or failure to act by either party hereto shall constitute a waiver  
415 of any of its rights or remedies that arise out of this Agreement, nor shall such action or failure to

416 act constitute approval of or acquiescence in a breach thereunder, except as may be specifically  
417 agreed in writing.

418

419 **12.5 Performance of Government Functions.** Nothing contained in this Agreement  
420 shall be deemed or construed so as to in any way estop, limit, or impair the City from exercising  
421 or performing any regulatory, policing legislative, governmental, or other powers or functions.

422

423 **12.6 Severability.** If any provision of this Agreement shall be unenforceable, the  
424 remainder of this Agreement shall be enforceable to the extent permitted by law.

425

426 **12.7 Assignment. Successors and Assigns.** Without the City's written consent, the  
427 Company shall not assign (which includes to delegate) any of its rights (including the right to  
428 payment) or duties that arise out of this contract. The City Manager may consent to an  
429 assignment without action by the City Council. Unless the City otherwise agrees in writing, the  
430 Company and all assignees shall be subject to all of the City's defenses and shall be liable for all  
431 of the Company's duties that arise out of this Agreement and all of the City's claims that arise  
432 out of this contract. Without granting the Company the right to assign, it is agreed that the duties  
433 of the Company that arise out of this Agreement shall be binding upon it and its heirs, personal  
434 representatives, successors, and assigns.

435

436 **12.8 Compliance with Law.** In performing all of the Work, the Company shall  
437 comply with all applicable law. The City shall also comply with all applicable laws in fulfilling  
438 its obligations under the Agreement

439

440 **12.9 No Third Party Rights Created.** This Agreement is intended for the benefit of  
441 the City and the Company and not any other person.

442

443 **12.10 Modifications; Entire Contract.** A modification of this Agreement is not valid  
444 unless signed by both parties and otherwise in accordance with requirements of law. Further, a  
445 modification is not enforceable against the City unless the City manager or a Deputy or Assistant  
446 City Manager signs it for the City. This Agreement contains the entire agreement between the  
447 parties pertaining to the subject matter of this Agreement. With respect to that subject matter,  
448 there are no promises, contracts, conditions, inducements, warranties, or understandings, written  
449 or oral, expressed or implied, between the parties, other than as set forth or referenced in this  
450 Agreement.

451

452 **12.11 City's Manager's Authority.** To the extent, if any, the City has the power to  
453 exercise the City's rights and remedies under this Agreement that power may be exercised by the  
454 City Manager or a Deputy or Assistant City Manager without City Council action.

455

456 IN WITNESS WHEREOF, the City and the Company have caused this Agreement to be  
457 executed under seal themselves or by their respective duly authorized agents or officers.

458

459 City:

460

461

CITY OF DURHAM

462 ATTEST:

463  
464 \_\_\_\_\_  
465 Clerk

By: \_\_\_\_\_  
City Manager

466  
467  
468  
469

470 Company:

471  
472 CAPITOL BROADCASTING COMPANY, INCORPORATED

473  
474

475 By \_\_\_\_\_ (Affix corporate seal)

476 James F. Goodman  
477 Its President and Chief Executive Officer

478

479 **Acknowledgment by City Of Durham:**

480

481 STATE OF NORTH CAROLINA

482

483 COUNTY OF DURHAM

484

485 I, a Notary Public in and for the aforesaid County and State certify that  
486 \_\_\_\_\_ personally appeared before me  
487 this day, and acknowledged that he or she is the \_\_\_\_\_ City Clerk of the City of  
488 Durham, a municipal corporation, and that by authority duly given and as the act of the City, the  
489 foregoing contract or agreement was signed in its corporate name by its \_\_\_\_\_ City  
490 Manager, sealed with its corporate seal, and attested by its said City Clerk or Deputy City Clerk.

491

492 This the \_\_\_\_\_ day of \_\_\_\_\_, 2008.

493

494

\_\_\_\_\_  
Notary Public

496

497 Print or Type name

498 of Notary Public: \_\_\_\_\_

499

(NOTARIAL SEAL)

500

501 **Acknowledgement by Company:**

502

503

504 STATE OF NORTH CAROLINA

505

506 COUNTY OF \_\_\_\_\_

507

508 I, a notary public in and for the aforesaid county and state, certify that  
509 \_\_\_\_\_ personally appeared before me this day and stated that he is  
510 President and Chief Executive Officer of CAPITOL BROADCASTING COMPANY,  
511 INCORPORATED, a North Carolina corporation, and that by authority duly given and as the act  
512 of the corporation, he signed the foregoing agreement with the City of Durham and the corporate  
513 seal was affixed thereto.

514

515 This the \_\_\_\_\_ day of \_\_\_\_\_, 2008.

516

517

518

\_\_\_\_\_  
Notary Public

519

520 Print or Type name

521 of Notary Public: \_\_\_\_\_

522

523

(NOTARIAL SEAL)

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**EXHIBIT A**

**DPAC Plaza and Approximate Location of the DPAC Light Sculpture**

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**EXHIBIT B**

**DPAC Light Sculpture Representation**

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543  
544

**EXHIBIT C**

**Company Insurance Requirements**