

STATE OF NORTH CAROLINA) MEMORANDUM OF UNDERSTANDING
COUNTY OF WAKE) REGARDING POTENTIAL PROPERTY
) EXCHANGE

This Memorandum of Understanding (“MOU”), entered into this the _____ day of _____, 2026, by and between WAKE COUNTY a public body politic and corporate of the State of North Carolina (hereinafter “County”) and WAKE COUNTY BOARD OF EDUCATION, a county board of education organized and existing pursuant to N.C.G.S. §115C et seq (hereinafter “School District”); collectively referred to herein as “the Parties”;

WITNESSETH:

WHEREAS, in 2014 the parties created a Core Team through an interlocal agreement to address the ongoing need for the acquisition, construction and renovation of school property, and to promote cooperation between the parties; and

WHEREAS, collaboration between School District and County staff benefits the taxpayers of Wake County by ensuring that public funds are utilized in an optimal fashion and all projects are completed on time and within budget and to facilitate the implementation of an orderly and effective capital improvement plan; and

WHEREAS, the School District and the County desire for optimum utilization of School District and County real estate assets to help create affordable housing to attract highly qualified employees and to help incentivize their potential employment with the School District; and

WHEREAS, the parties each have properties available for surplus use outside the customary use of each respective party.

NOW THEREFORE, for and in consideration of the mutual benefits derived therefrom, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

ARTICLE I

PURPOSE

- 1.01 The purpose of this MOU is to facilitate the equitable exchange of property between the School District and the County, with specific consideration of the following properties and any additional properties mutually agreed upon by the Parties:
1. Approximately 110 acres of land jointly owned by Wake County and the City of Raleigh located southeast of the intersection of Battle Bridge Road and Auburn Knightdale Road in Raleigh (“the Randleigh Property”)
 2. Real property and improvements at 1351 Sunday Drive in Raleigh
 3. Approximately 3.50 acres at 2100 Morrisville Parkway in Cary
 4. Approximately 2.05 acres at 1519 Morrisville Parkway in Morrisville
 5. Approximately 4.00 acres at 7100 Hilburn Drive in Raleigh
 6. Approximately 12.72 acres at 0 Foundation Drive in Wake Forest
 7. Approximately 1.80 acres at 6150 Old Jenks Road in Apex

The sites named above require additional analysis, due diligence, and valuation to facilitate a property exchange. The Parties recognize that a continuing cooperative working relationship between the School District and the County will promote efficiency, collaboration, and transparency

and will ensure that a property exchange is completed timely to support the creation of affordable housing.

ARTICLE II TERM AND TERMINATION

2.01 Term. The term of this MOU shall be one (1) year from the date of execution by both parties. The term shall begin on the date reflected in the first paragraph of the Agreement.

2.02 Termination. The parties shall each have the right to terminate this MOU with or without cause upon giving thirty (30) days written notice to the other party in writing, including the reason for termination, delivered to the following addresses:

For County: Mr. David Ellis, County Manager
Post Office Box 550
Raleigh, NC 27602

With a copy to: Roger Askew, Wake County Attorney
Suite 4900
301 S. McDowell Street Raleigh, North Carolina 27602

For School District: Dr. Robert P. Taylor, Superintendent
5625 Dillard Drive
Cary, North Carolina 27518

With a copy to: Jonathan Blumberg
Tharrington Smith LLP
150 Fayetteville Street, Suite 1800
Post Office Box 1151
Raleigh, North Carolina 27602

2.03 Effect of Termination. The roles and responsibilities of each party shall terminate thirty (30) days after notice is given by the withdrawing party unless otherwise agreed by written consent of the Parties executed with the same formality as the foregoing document. Any termination under this Section shall not terminate or otherwise affect properly authorized resolutions entered pursuant to this Agreement and the provisions of N.C.G.S. 153A-158.1 for the transfer to the County of responsibility for construction, improvement, ownership, and acquisition of School District property.

ARTICLE III COLLABORATION PROCESS

3.01 Staff. Staff representatives from the Wake County Department of Housing Affordability and Community Revitalization (“Wake County Housing”), Wake County Facilities, Design and Construction, the School District Real Estate Services Department, and the School District Office of the Superintendent will all contribute to facilitating the analysis and exchange of property.

3.02 Wake County Roles and Responsibilities.

- a. Wake County will use its best efforts to secure the City of Raleigh’s consent as co-owner of the Randleigh Property.
- b. Wake County will provide reasonable support to the School District on an impervious surface study and the subdivision process for the Randleigh Property.

- c. Wake County will collaborate with the School District on the appraisal of properties, including agreeing on an appraiser, contracting, providing financial contribution to the appraisal contracts, and providing the appraiser and any related staff all required access to the Randleigh Property.
- d. Wake County will support the School District in completing any additional due diligence necessary to complete the property exchange, including but not limited to providing access to the Randleigh Property for environmental or other studies, provided, there shall be no soil borings or placement of any groundwater monitoring wells associated with any such environmental assessments without the Wake County's express written permission.

3.03 School District Roles and Responsibilities.

- a. The School District will complete an analysis of impervious surface requirements for properties to potentially be subdivided and declared surplus.
- b. For those properties determined suitable for subdivision, the School District will be primarily responsible for completing the subdivision process so that those properties may be appraised.
- c. The School District will collaborate with Wake County on the appraisal of properties, including agreeing on an appraiser, contracting, providing financial contribution to the appraisal contracts, and providing the appraiser and any related staff all required access to the sites.
- d. For any properties to be exchanged that are not currently declared surplus, the School District will be responsible for executing the process to declare them as surplus.
- e. The School District will support Wake County in completing any additional due diligence necessary to complete the property exchange, including but not limited to providing access to the sites for environmental or other studies.

3.04 Exchange Proposal. Staff will collaborate to propose an exchange of specific properties, to be presented to the Board of Education and the Wake County Board of Commissioners for their approval. Upon approval of the Parties' respective governing boards, the Parties agree to negotiate in good faith and execute a mutually acceptable land exchange contract.

3.04 Obligation to Complete Tasks Timely. Staff will make all reasonable efforts to complete tasks timely and within the term of this MOU, including regularly communicating, sharing documents and reports, and sharing progress updates as needed.

ARTICLE IV AMENDMENT

4.01 Any amendment to this Agreement to be effective must be in writing, signed by both Parties, and executed with the same formality and approvals as the foregoing Agreement.

ARTICLE V RELATIONSHIP OF PARTIES

5.01 Wake County and Wake County Board of Education are separate legal entities existing in accordance with the laws of the State of North Carolina. Neither party shall be deemed a partner, agent, or legal representative of the other party. Neither party shall have any responsibility whatsoever with respect to services provided or contractual obligations or liabilities assumed by the other party hereto, whether

MOU Regarding School Site Acquisition and Construction

accrued, absolute, contingent, or otherwise, or whether due or to become due. No liability or benefits, such as workers compensation, pension rights or liabilities, or other provisions or liabilities shall accrue to either party because of this Agreement or provision of services under this Agreement. This Agreement is intended to set forth an understanding as to how the parties shall interact in performing their statutory duties. Nothing herein should be construed in any manner to create a partnership or venture between the parties. Nothing in this Agreement is intended to abridge or transfer the County's statutory rights and responsibilities as defined in N.C.G.S. Chapter 153A *et seq* or the School District's statutory rights and responsibilities as defined in N.C.G.S. Chapter 115C *et seq.* or as otherwise set forth by law. Each party agrees that it will obey all State and Federal statutes, rules and regulations which are applicable to activities described herein.

ARTICLE VI NON-ASSIGNMENT

6.01 Except as provided herein, neither party shall assign any portion of this Agreement or the rights and responsibilities hereunder to another person or entity who is not a party to this Agreement without the prior written consent of the other party to this Agreement.

ARTICLE VII NO THIRD-PARTY BENEFICIARIES

7.01 This Agreement is not intended for the benefit of any third party. The rights and obligations contained herein belong exclusively to the parties hereto and shall not confer any rights or remedies upon any person or entity other than the parties hereto.

ARTICLE VIII NO WAIVER OF SOVEREIGN IMMUNITY

8.01 Nothing in this Agreement shall be construed to mandate purchase of insurance by Wake County or Wake County Board of Education pursuant to N.C.G.S. 153A-435; or to be inconsistent with Wake County's "Resolution Regarding Limited Waiver of Sovereign Immunity" enacted October 6, 2003; or to in any other way waive any defense available to either party of sovereign or governmental immunity from any cause of action alleged or brought against either party for any reason if otherwise available as a matter of law.

ARTICLE IX NO WAIVER OF QUALIFIED IMMUNITY

9.01 No officer, agent or employee of either Party shall be subject to any personal liability by reason of the execution of this Agreement or any other documents related to the transactions contemplated hereby. Such officers, agents, or employees shall be deemed to execute this Agreement in their official capacities only, and not in their individual capacities. This section shall not relieve any such officer, agent or employee from the performance of any official duty provided by law.

ARTICLE X GOVERNING LAW

10.01 All matter relating to this contract shall be governed by the laws of the State of North Carolina, without regard to its choice of law provisions, and venue for any action relating to this agreement shall be Wake County Civil Superior Court.

10.02 The parties acknowledge that good and valuable consideration exists for this MOU and intend for this MOU to be a binding legal document.

ARTICLE XI ENTIRE AGREEMENT

11.01 The terms and provisions herein contained constitute the entire agreement by and between Wake County and Wake County Board of Education and shall supersede all previous communications, representations or agreements, either oral or written between the parties hereto with respect to the subject matter hereof.

ARTICLE XII SEVERABILITY

12.01 If any provision of this Agreement shall be determined to be unenforceable by a court of competent jurisdiction, such determination will not affect any other provision of this Agreement, and the parties will negotiate in good faith to modify the remaining provisions of the Agreement to effectuate its purposes, as needed.

ARTICLE XIII COUNTERPARTS

13.01 This Agreement may be executed in several counterparts, each of which shall be deemed an original.

ARTICLE XIV NONDISCRIMINATION AGREEMENT

14.01 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, religion, national origin, sex, gender, age, disability, or sexual orientation with reference to the subject matter of this contract, no matter how remote.

ARTICLE XV EFFECTIVE DATE OF AGREEMENT

15.01 This Agreement is executed as to form only until both parties have fully signed and executed the same. The effective date of this Agreement shall be the date upon which both parties have fully signed and executed this Agreement. When the last party fully signs and executes this Agreement, that party shall add the date of his signature to the very first paragraph of this Agreement and such date shall become the effective date of the Agreement.

IN TESTIMONY WHEREOF, WAKE COUNTY AND WAKE COUNTY BOARD OF EDUCATION through their authorized officers and by their own hands have hereunto set forth their hands and seals of the day and year first above written.

WAKE COUNTY

By: _____
Don Mial, Chair

Attest: _____ [SEAL]
Yvonne Gilyard, Clerk to the Board

STATE OF NORTH CAROLINA

COUNTY OF WAKE

I, _____, Notary Public of the County of Wake and State of North Carolina, certify that Don Mial personally came before me this day and acknowledged that she is the Chair of the WAKE COUNTY BOARD OF COMMISSIONERS, a body politic existing under the laws of the State of North Carolina, and that by authority duly given and as the act of the WAKE COUNTY, the foregoing instrument was voluntarily signed in its name by its Chair, and voluntarily attested by Yvonne Gilyard, as Clerk to the Board for the purposes stated therein.

Witness my hand and seal, this _____ day of _____, 2026.

Notary Public

My Commission Expires:

[NOTARY SEAL]

WAKE COUNTY BOARD OF EDUCATION

By: _____
Tyler Swanson, Chair

Attest: _____
Dr. Robert P. Taylor, Superintendent

STATE OF NORTH CAROLINA

COUNTY OF WAKE

I, _____, a Notary Public of the County of Wake and State of North Carolina, certify that Tyler Swanson, being personally known to me, personally came before me this day and acknowledged that he is the Chair of the WAKE COUNTY BOARD OF EDUCATION, a body corporate existing under the laws of the State of North Carolina, and that by authority duly given and as the act of the WAKE COUNTY BOARD OF EDUCATION, the foregoing instrument was voluntarily signed in its name by its Chair, and voluntarily attested by Dr. Robert P. Taylor as Superintendent for the purposes stated therein.

Witness my hand and seal, this _____ day of _____, 2026.

Notary Public

My Commission Expires:

[NOTARY SEAL]