

NORTH CAROLINA

WAKE COUNTY

**JOINT USE AGREEMENT FOR THE
DESIGNATED PARKING AREA AND DRIVE ACCESS,
AT HILLTOP NEEDMORE ROAD ELEMENTARY SCHOOL (E-44), AND THE
DESIGNATED DRIVE ACCESS AND GREENWAYS AT THE ADJACENT
FUQUAY-VARINA HILLTOP NEEDMORE TOWN PARK AND PRESERVE**

This Agreement for the joint use of the designated parking area and drive access at Hilltop Needmore Road Elementary School and the designated drive access and greenways at the adjacent Fuquay-Varina Hilltop Needmore Town Park and Preserve (hereinafter referred to as “Agreement”) to be entered into on this ___ day of September, 2021, by and between the **TOWN OF FUQUAY-VARINA**, a Municipal Corporation of the State of North Carolina (hereinafter referred to as “Town”) and the **WAKE COUNTY BOARD OF EDUCATION** (hereinafter referred to as “Board”) a body corporate.

WITNESSETH:

THAT WHEREAS, the parties recognize that joint cooperation and action between the Board and Town shall ensure that the Hilltop Needmore Road Elementary School facilities and services are provided to the citizens of Wake County with the least expenditure of public funds; and

WHEREAS, Board and Town are mutually interested in quality education and recreation programs for Wake County students and citizens; and

WHEREAS, Board and Town are authorized to enter into agreements with each other to aid and cooperate in the cultivation of citizenship by providing quality programs and facilities; and

WHEREAS, Board owns certain real property on the southern side of Hilltop Needmore Road east of its intersection with Brushy Meadows Drive in Fuquay-Varina, Wake County, NC, which is the site of Hilltop Needmore Road Elementary School (hereinafter referred to as “HNRES” or “Board Property”); and

WHEREAS, Town owns certain real property adjacent to the Board Property on the southern side of Hilltop Needmore Road at its intersection with Shady Greens Drive in Fuquay-Varina, Wake County, NC, which is the site of the Town’s Hilltop Needmore Town Park and Preserve (hereinafter referred to as “Park” or “Town Property”); and

WHEREAS, pursuant to an Interlocal Development Agreement between the parties, Board and Town have collaboratively undertaken master planning activities for the design, development and construction of HNRES and, the adjacent Town Park and related improvements

upon Board Property and Town Property as set forth on the site plan attached hereto as Attachment A; and

WHEREAS, Board and Town desire to jointly use the designated parking area and drive access at Board Property and the designated drive access and greenways, located on Town Property for the benefit of the school, town, and community; and

WHEREAS, Board and Town desire to coordinate and undertake maintenance responsibilities for the areas to be jointly used as set forth on the Maintenance Charts attached hereto as Attachment B, in exchange for the ability to schedule use; and

WHEREAS, Town desires to license areas of Town Property for Board use to provide Board programs when such areas are not being used by the Town or as prescribed pursuant to this Agreement; and

WHEREAS, Board desires to license areas of Board Property for Town use to provide Town programs when such areas are not being used by the Board or as prescribed pursuant to this Agreement; and

WHEREAS, Board has determined that the use of the areas to be jointly used are not necessary at all times after normal school hours for public school purposes during the term of the Agreement; and

WHEREAS, community use of school property and facilities is encouraged by the Community Schools Act North Carolina General Statutes (N.C.G.S.) 115C-203; and

WHEREAS, Board and Town are authorized to enter into this agreement pursuant to the provisions of N.C.G.S. 115C, Article 13; N.C.G.S 115C-518; 115C-524; and N.C.G.S. 160A-274:

NOW, THEREFORE, pursuant to N.C.G.S. 115C, Article 13, N.C.G.S. 115C-524(b), and N.C.G.S. 160A-274 and in consideration of the above-stated desires of the parties and such other mutual promises and covenants as are hereinafter set forth, Board and Town do hereby agree as follows:

1. Property Description.

Board Property is located on the southern side of Hilltop Needmore Road east of its intersection with Brushy Meadows Drive in Fuquay-Varina, Wake County, NC on a certain real property parcel having Wake County REID #0302159, PIN 0678-74-9253, as specifically identified as New Tract 2 on plat recorded in Book of Maps 2021, Pages _____ - _____, Wake County Registry, and consisting of approximately 15.158 acres.

Town Property is located adjacent to Board Property on the southern side of Hilltop Needmore Road at its intersection with Shady Greens Drive in Fuquay-Varina, Wake County, NC, on certain real property parcels having REID #0446992 and PIN 0678-83-1336, and having REID #0444370 and PIN 0678-84-6531, and specifically identified collectively as

New Tract 1 on plat recorded in Book of Maps 2021, Pages _____ - _____, Wake County Registry, consisting of approximately 24.859 acres.

2. Term.

The Agreement term shall be for an initial period of twenty-five (25) years from the date of execution of the Agreement. At the end of the initial term of the Agreement, the Town shall have the exclusive option to extend the Town's use for an additional twenty-five (25) year period so long as the property is not needed for Board purposes and the facility is operated as a school.

3. Liability.

The Town agrees that Board is authorizing the use of its property pursuant to this Agreement only to the extent permitted by N.C.G.S. 115C-524, and that the Board does not incur any liability to the Town or any member of the public for permitting this use. No liability shall attach to the Board of Education, individually or collectively, for any injury suffered by reason of any Town use or maintenance of Board Property pursuant to this Agreement. The Town shall indemnify, protect, and hold harmless the Board, its agents, and employees from and against claims or damages, including attorney's fees, caused by the negligence or intentional wrongdoing of the Town, its agents, invitees, contractors, or employees when they are on the Board's Property.

The Board agrees that Town is authorizing the use of its property pursuant to this Agreement only to the extent permitted by law, and that the Town does not incur any liability to the Town or any member of the public for permitting this use. No liability shall attach to the Town, Town employees, officers or officials individually or collectively, for any injury suffered by reason of any Board use or maintenance of Town Property pursuant to this Agreement. The Board shall indemnify, protect, and hold harmless the Town, its agents, and employees from and against claims or damages, including attorney's fees, caused by the negligence or intentional wrongdoing of the Board, its agents, invitees, contractors, or employees when they are on the Town's Property.

4. Enhancements, Modifications, Renovation, or New Construction on Board Property by Board and Town.

The Board may make any enhancements, modifications, renovations, or new construction on Board property for educational programming needs. The Board may make such enhancements, modifications, renovations, or new construction in its sole discretion and without approval from the Town except as required by local land use ordinances or applicable building codes; however, the Board shall notify the Town that it is making such improvements. The Town shall be responsible for any enhancements, modifications, renovations, or new construction for Town needs made on Board Property; however, the Town may make no such improvements on Board Property without the Board or Board designee's prior written approval. After the Board approves the plans and schedule for such improvements as may be proposed by the Town, the Town shall proceed with such improvements at its own expense. The Town shall plan and coordinate such improvements with the Board to ensure that such improvements pursuant to this Agreement are completed with minimal impact on the operations of HNRES. The Town will be responsible for and

shall repair at its sole expense any damage to drive accesses, parking areas or Board Property incurred due to its use or construction.

The Town may make any enhancements, modifications, renovations, or new construction on Town property for recreational programming needs. The Town may make such enhancements, modifications, renovations, or new construction in its sole discretion and without approval from the Board; however, the Town shall notify the Board that it is making such improvements that may impact joint use of the property. The Board shall be responsible for any enhancements, modifications, renovations, or new construction for Board needs made on Town Property; however, the Board may make no such improvements on Town Property without the Town's prior written approval. After the Town approves the plans and schedule for such improvements as may be proposed by the Board, the Board shall proceed with such improvements at its own expense. The Board shall plan and coordinate such improvements with the Town to ensure such improvements pursuant to this Agreement are completed with minimal impact to the operations of the Park. The Board will be responsible for and shall repair at its sole expense any damage to drive accesses, parking areas or Town Property incurred due to its use or construction.

5. Ownership.

All improvements made to or upon Board Property shall be the property of the Board. All improvements made to or upon Town Property shall be the property of the Town. The Board and Town shall prepare and record an instrument detailing and memorializing the Board and Town's agreement to convey joint access easements across Board and Town property as shown on Attachment E. Prior to recordation of same, Board hereby grants to the Town a temporary right of access over and upon the joint use access easement areas as shown on Attachment C, and Town hereby grants to the Board a temporary right of access over and upon the joint use access easement areas as shown on Attachment D.

6. Licensed Areas on Board Property.

The Board hereby gives and grants to the Town permission to use certain areas of Board Property pursuant to this Agreement that are designated below and identified on Attachment C:

- A. Designated Parking Areas
 - 1. Designated Parking Area 1
 - 2. Designated Parking Area 2
- B. Drive Access

7. Licensed Areas on Town Property.

The Town hereby gives and grants to the Board permission to use certain areas of the Town Property pursuant to this Agreement that are designated below and identified on Attachment D;

- A. Drive Access
- B. Greenways

8. Appropriate Use.

No use of the Board Property or Town Property shall be inconsistent with the proper care and preservation of public property.

9. Joint Use and Scheduling of Licensed Areas on Board Property.

The Board and Town agree that Town's use of Licensed Areas on Board Property as shown on Attachment C shall be in accordance with the following conditions and provisions:

A. Administrative Control.

1. The Superintendent of the Wake County Public School System or designee shall have administrative control of Board Property at all times.
2. Normal school hours are defined as daily student and teacher workdays from 7 a.m. - 4:00 p.m. From time to time, specific school activities, events, or games may extend beyond normal school hours. Notwithstanding the foregoing, shared use of Designated Parking Area 1 is limited to outside normal school hours from 7 a.m. to 6:00 p.m.
3. Non-school hours are defined as daily after normal school hours, weekends, holidays, staff, vacation days, and during school breaks including spring, summer, and winter breaks.

B. Scheduling.

1. Town agrees that the Board shall have first priority for scheduling and use of Board Property.
 - a. Board and Town agree to meet a minimum of three times per year to coordinate use, establish maintenance schedules, develop and update the HNRES master calendar. The meetings shall occur in a manner, day, time, and place as mutually agreed upon by the parties. Board and Town designees shall maintain on-going, open communication between one another while acting in good faith to build a positive reciprocal relationship.
 - b. Town shall designate one person as a point of contact for communication with the school's designated contact person. In the absence of an alternative point of contact, the Town's point of contact shall be the Director of Parks, Recreation, and Cultural Resources. The Town's designee and/or other responsible members shall:
 - (1) Participate in the site coordination meeting (at least three times each year).
 - (2) Be responsible for making participants aware of any cancellations or rescheduling of municipality activities.
 - (3) Be aware of special circumstances such as emergency weather conditions.
2. Inclement Weather.

The Board in its sole discretion will make decisions on when to close its school campuses, including HNRES, due to inclement weather.
3. Instructional Calendar.

The Board in its sole discretion will make decisions as to which instructional calendar options will be utilized on its school campuses, including HNRES.

C. Supervision and Security.

1. When Town is using Board Property for its activities, Town will provide appropriate supervision and adhere to all school rules and policies.
2. Town will provide security as appropriate to provide a safe environment for the participants and protect school system property.

3. In the event of damage attributed to Town's use or maintenance, the Town shall make restoration to Board Property.

D. Fees/Charges.

Board and Town agree that, except as expressly stated in this Agreement, there shall be no additional fee and/or a charge associated with each party's use of the Licensed Areas located upon Board Property unless mutually agreed upon.

10. Joint Use and Scheduling of Licensed Areas on Town Property.

The Board and Town agree that the Board's use of Licensed Areas on Town Property as shown on Attachment D shall be in accordance with the following conditions and provisions:

A. Administrative Control.

1. The Town Manager of the Town of Fuquay-Varina or designee shall have administrative control of Town Property at all times.
2. Normal school hours are defined as daily student and teacher workdays from 7 a.m.-4 p.m. From time to time, specific school activities, events, or games may extend beyond normal school hours.
3. Non-school hours are defined as daily after normal school hours, weekends, holidays, staff vacation days, and during school breaks including spring, summer, and winter breaks.

B. Scheduling.

1. Town agrees that the Town shall have first priority for scheduling and use of Town Property.
2. The Board shall be responsible for general cleanup after Board scheduled activities, events, and programs to maintain acceptable appearance and required safety levels.
3. Board and Town designees shall maintain on-going, open communication between one another while acting in good faith to build a positive reciprocal relationship.

C. Inclement Weather.

The Town in its sole discretion will make decisions on when to close its parks, including Hilltop Needmore Town Park and Preserve, due to inclement weather. If the Park is closed by the Town, the Board may continue to use the drive access for school purposes but assumes all liability as to its use.

D. Anticipated Use: As the campus HNRES site upon Board Property is sufficiently sized to accommodate all standard program elements associated with a school facility of its type, Board use of Town Property, particularly use of the outdoor recreational spaces, is intended to be infrequent.

E. Board shall use procedures as established by the Town for scheduling use of the Town Park.

F. The Town Park and licensed greenways are expected to remain open to the general public daily under hours established by the Town, including during normal school hours. Licensed areas are available for non-exclusive use by school users.

11. Housekeeping, Routine/Preventive Maintenance, and Major Repair or Life-Cycle Replacement (refer to Maintenance Charts, Attachment B)

A. General Guidelines

1. Board and Town designees shall discuss maintenance needs and schedules during the site calendar coordination meetings.

2. The Board reserves the right to take any action at any time on Board Property that the Board in its sole discretion deems necessary but shall communicate with the Town to provide reasonable advance notice of any actions that may impact availability for Town use.
3. The Town reserves the right to take any action at any time on Town Property that the Town in its sole discretion deems necessary. Town shall make reasonable efforts to minimize impacts to school-related activities and shall communicate with the Board's Designee to provide reasonable advance notice of any actions that may impact school-related activities upon Town property during normal school hours pursuant to this Agreement.
4. The Board and Town shall be responsible for general cleanup after activities, events, and programs to maintain acceptable appearance and required safety levels.
5. During school hours, all maintenance personnel shall make their presence known on site by signing in at the school office upon arrival, with the exception of routine use of the shared drive access and routine greenway maintenance.
6. The Board shall be responsible for damages due to the Board's renovation and/or construction activity, and the Town shall be responsible for damage due to the Town's renovation and/or construction activity.

B. HNRES School Designated Parking Area

1. Board shall be responsible for to perform routine and preventive maintenance as prescribed by the Maintenance Charts located at Attachment B.
2. Board and Town shall share the costs of asphalt replacement, asphalt resurfacing/resealing, and major repairs measuring in excess of one square yard of the HNRES Parking Area and drive access. Board shall be responsible for seventy percent of the maintenance costs, and the Town shall be responsible for thirty percent of the maintenance costs including labor and materials (WCPSS – 70% / Town – 30%).

C. HNRES Drive Access

1. Board shall be responsible for performing routine and preventive maintenance as prescribed by the Maintenance Charts located at Attachment B. Board shall be responsible for the costs thereof including labor and materials.
2. Board shall be responsible to perform the costs of major maintenance, repair and replacement as prescribed by the Maintenance Charts located at Attachment B. Board shall be responsible for the costs thereof including labor and materials.
3. The Town may at its discretion perform snow removal activities from the drive access on Town and/or Board property, provided such activities are performed consistent with generally accepted driveway maintenance practices.

D. Town Park Drive Access

1. Board shall be responsible to perform routine and preventive maintenance as prescribed by the Maintenance Charts located at Attachment B.
2. Board shall be responsible to perform the costs of major maintenance, repair and replacement as prescribed by the Maintenance Charts located at Attachment B. Board shall be responsible for the costs thereof including labor and materials
3. The Town may at its discretion perform snow removal activities from the drive access on Town and/or Board property, provided such activities are performed consistent with generally accepted driveway maintenance practices.

E. Town Park Greenways

1. Town shall be responsible for to perform routine and preventive maintenance as prescribed by the Maintenance Charts located at Attachment B. Town shall be responsible for the costs thereof including labor and materials.
2. Town shall be responsible to perform major maintenance, repair and replacement. Town shall be responsible for the costs thereof including labor and materials.

12. Insurance.

- A. Town and shall maintain at all times during the term of this Agreement and during any and every extension thereof public liability insurance in the amount of \$1,000,000 / \$2,000,000, or the minimum required by North Carolina State Law, covering personal injury for each accident or occurrence growing out of the Town use or maintenance of the said Town Licensed Areas and at least \$1,000,000 or the minimum required by North Carolina State Law to cover property damage growing out of each accident or occurrence. The Board shall be named as an additional insured on all insurance policies. The Town shall furnish the Board with evidence of such insurance and of its renewal as the premiums become due. The Town shall provide the Board with thirty days prior written notice of any reduction in coverage or cancellation of such insurance. If the Licensed Areas on Board Property identified above include insurable structures, Town agrees to obtain Fire and Hazard insurance in the amount equal to the replacement value of the insurable structure and areas.
- B. Board and Town are each responsible for insuring replacement value of their respective personal property.

13. Use of Care.

The Town acknowledges that construction, maintenance, and use pursuant to this Agreement will take place on a school site at which children, school employees, and members of the public are present. The Town shall take reasonable care under the circumstances to protect and secure the construction and maintenance areas to minimize the possibility of injury to students, staff, and the public. The Town agrees to keep the Licensed Areas on Board Property in a clean and safe condition at all times and to ensure that any equipment, materials, or supplies brought onto the Board Property by Town are properly and safely stored when not in use.

The Board acknowledges that construction, maintenance, and use pursuant to this Agreement will take place on a public park site at which children, parents, Town staff, volunteers, and members of the public are present. The Board shall take reasonable care under the circumstances to protect and secure the construction and maintenance areas to minimize the possibility of injury to children, parents, Town staff, volunteers, and the public. The Board agrees to keep the Licensed Areas on Town Property in a clean and safe condition at all times during and following Board use, and to ensure that any equipment, materials, or supplies brought onto the Town Property by the Board are properly and safely stored when not in use.

14. Nondiscrimination.

The Town and Board shall not discriminate against any employee or applicant for employment because of race, color, creed, sex, age, religion, or national origin. Neither the Town, Board, or its employees shall discriminate against any person or organization on the basis of race, color, creed, sex, age, religion, or national origin by refusing to furnish such person or organization services for privileges offered to or enjoyed by residents of Wake County nor shall the Town, Board, or its employees publicize the facilities provided hereunder in any manner that would directly or inferentially reflect negatively on any person because of race, color, creed, sex, religion, or national origin. This shall not preclude the Town from differentiating between Town and Out-of-Town Residents in establishing program fee schedules, registration dates, or in capping registration numbers.

15. Nonperformance.

- A. In the event either party should fail to keep, perform or abide by any term, condition or covenant of this Agreement for a period of thirty days after written notice of such failure by the non-breaching party, then in addition to any other remedies available at law or equity, the non-breaching party shall have the right to remedy such nonperformance. In such event, the breaching party shall reimburse the non-breaching party for any expenses incurred by the non-breaching party in effecting such remedy. Such reimbursements shall be due and payable within thirty days after receipt by the breaching party of written notice specifying the amount due. If the Board is the non-breaching party, it may suspend Town use of its property until the Town demonstrates to the Board's satisfaction that Town has corrected its breach and is fully performing its obligations under the terms, conditions, and covenants of this Agreement.
- B. The Board and Town reserve the right to request a review of action taken pursuant to this paragraph by an Oversight Committee appointed by the Superintendent of Wake County Public School System.

16. Default/Termination.

- A. In the event either party should fail to keep, perform or abide by the terms, conditions or covenants of this Agreement for a period of thirty days after written notice of such failure by the non-breaching party, then the non-breaching party may elect to terminate this Agreement upon an additional thirty days written notice. If Town is the breaching party and Board should exercise this right of termination, then and in that event, Town shall relinquish any interest in any of the improvements made to HNRES property under this Agreement and no reimbursement shall be due. Town shall leave the Board Property in a condition approved by the Board.
- B. The Board reserves the right to terminate this Agreement at any time that the Board in its sole discretion deems the Board property necessary for school purposes. If the Board should exercise the right of termination of this Agreement at any time during the initial term of this Agreement in whole or as to any particular Licensed Area, the Board shall provide one hundred and eighty (180) days written notice to the Town.
- C. Notwithstanding the foregoing, the Drive Accesses on Board and Town properties are exempted from termination. The Board shall exercise its best efforts to avoid the displacement of the Town use of the Designated Parking Areas as such shared uses are critical to the Town's CCN/AAC operations. Board and Town will collaborate to identify, examine, and consider reasonable alternatives to terminating the Town's use of

the Designated Parking Areas. Should the Board, in its sole discretion, find a reasonable alternative to terminating Town's use of the Designated Parking Areas, the Board shall implement that alternative rather than terminating the Town's use.

17. Notices.

All notices, requests, approvals, or consents required to be given hereunder shall be in writing and hand delivered or sent by certified mail, return receipt requested, postage prepaid, and addressed as follows:

To Town: Town of Fuquay-Varina
Attn: Adam G. Mitchell, Town Manager
134 North Main Street
Fuquay-Varina, NC 27526
Email. AMitchell@Fuquay-Varina.org

w/copy to: James S. Adcock III, Town Attorney
135 North Main Street
Fuquay-Varina, NC 27526
Email. jsa@adcockfirm.com

To Board: Wake County Board of Education
c/o Wake County Public School System
Attn: Superintendent
5625 Dillard Drive
Cary, North Carolina 27518

w/copy to: Wake County Public School System
Real Estate Services Senior Director
1551 Rock Quarry Road
Raleigh, North Carolina 27610
Email: bparker@wcpss.net

or to such other address as either party may specify in the manner hereinabove prescribed.

15. Severability.

In the event any term or provision of this Agreement shall be adjudged to be partially or completely invalid or unenforceable, then such term or provision shall be severed from this Agreement, and the remainder of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

16. Preservation and Care of Public School Property.

Town agrees to regulate the use of HNRES consistent with the Board's understanding of how to maintain the property and to prevent deterioration of the property. The Town may only use the Licensed Areas on Board Property so long as its use is consistent with the proper care and preservation of the public school property.

17. Non-Assignment.

The Town may not assign this Agreement. The Town may use Board Property only as provided in this Agreement.

18. Entire Agreement.

The Town agrees that this document and its attachments constitute the entire agreement between the parties and may only be modified by a written mutual agreement signed by the parties. To the extent that there is any conflict between the terms of this Agreement and prior understanding or agreement between the parties, as well as any applicable Interlocal Agreement, the terms of this Agreement, including its attachments, shall control. This Agreement fully incorporates the following attachments:

- Attachment A - Master Plan of HNRES Campus and Town Park
- Attachment B - Maintenance Charts
- Attachment C - Diagram showing Licensed Areas on Board Property
- Attachment D - Diagram showing Licensed Areas on Town Property
- Attachment E - Diagram showing Joint Access Area Upon Board and Town Property

19. Agreement in Counterparts.

This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same instrument.

(Balance of page is left intentionally blank. Signatures appear on follow pages.)

IN WITNESS WHEREOF, the Wake County Board of Education has caused this Agreement to be signed by its Chair, attested by its Secretary, and sealed with its corporate seal, and the Town of Fuquay-Varina has caused this Agreement to be signed by its Mayor, attested to by the Town Clerk, and sealed with its seal, by order of the respective governing board duly given the day and year first written above.

WAKE COUNTY BOARD OF EDUCATION

ATTEST:

By: _____(SEAL)
Keith A. Sutton, Chair

By: _____(SEAL)
Cathy Q. Moore, Secretary

NORTH CAROLINA

WAKE COUNTY

The undersigned, a Notary Public of the County and State aforesaid, hereby certified that Cathy Q. Moore personally appeared before me this day, and being duly sworn by me, acknowledged that he is Secretary of the Wake County Board of Education, and that by authority duly given and as the act of the Board the forgoing instrument was signed by its Chair, Keith A. Sutton, and attested by her as its Secretary.

Witness my hand and notarial seal this ____ day of September, 2021.

My Commission expires: _____
Notary Public

(Notary Seal)

This instrument has been pre-audited in the manner required by the School Budget and Fiscal Control Act (G.S. 155C-441(a)).

Finance Officer

TOWN OF FUQUAY-VARINA

ATTEST:

By: _____(SEAL)
Mayor

By: _____(SEAL)
Town Clerk or Secretary

(Affix Town Seal)

NORTH CAROLINA

WAKE COUNTY

The undersigned, a Notary Public of the County and State aforesaid hereby certified that _____ personally appeared before me this day and being duly sworn by me acknowledged that he/she is Town Clerk of the Town of Fuquay-Varina, and that by authority duly given and as the act of the Town, the forgoing instrument was signed by its Mayor, sealed with its corporate seal and attested by him/her as its Town Clerk.

Witness my hand and notarial seal this ____ day of _____ 2021.

My Commission expires: _____

Notary Public

(Notary Seal)

ATTACHMENT A
Master Plan of Hilltop Needmore Road Elementary School Campus
and Hilltop Needmore Town Park and Preserve



ATTACHMENT B
Maintenance Charts

Asphalt Drive Accesses and Designated Parking Areas*						
Maintenance Item	Responsible Party for Funding				Responsible Party For Performing Task	Maintenance Classification
Driveway Asphalt repair and re-surfacing	T	0%	S	100%	S	ROUTINE
Driveway Asphalt replacement	T	0%	S	100%	S	MAJOR
Designated Parking Asphalt repair and re-surfacing	T	00%	S	100%	S	ROUTINE
Designated Parking Asphalt replacement (Applicable only to the 105 Staff/Visitor Spaces Lot)	T	30%	S	70%	S	MAJOR
Designated Parking Asphalt replacement (Applicable only to the 50 Staff/Visitor Spaces Lot)	T	0%	S	100%	S	MAJOR
Lights – bulbs, poles, and fixture replacement	T	0%	S	100%	S	ROUTINE / MAJOR
Paint parking spaces and directional arrows	T	0%	S	100%	S	ROUTINE
Signs (Entrance & Wayfinding)	T/S				T/S	ROUTINE
Sign Structure (if shared)	T/S				T/S	ROUTINE
Trash collection	T/S				T/S	ROUTINE
Trash removal	T/S				T/S	ROUTINE
Other routine maintenance items not mentioned above	T/S				T/S	ROUTINE
Other major maintenance items not mentioned above	T/S				T/S	MAJOR

NOTE:

S = WCPSS T = Town

1. Primary Responsible Party has the financial responsibility for personnel, equipment, travel, and supplies to provide the service to maintain the standard levels.

2. Secondary Responsible Party is financially responsible for additional maintenance requested or required to supplement primary party's maintenance levels.

3. Charts provide a general reference for maintenance requirements and are not intended as an inclusive list of responsibilities. Annual joint site inspections will be conducted by WCPSS and WC to review site conditions. Urgent repairs, safety repairs, or life safety repairs shall be called in as identified.

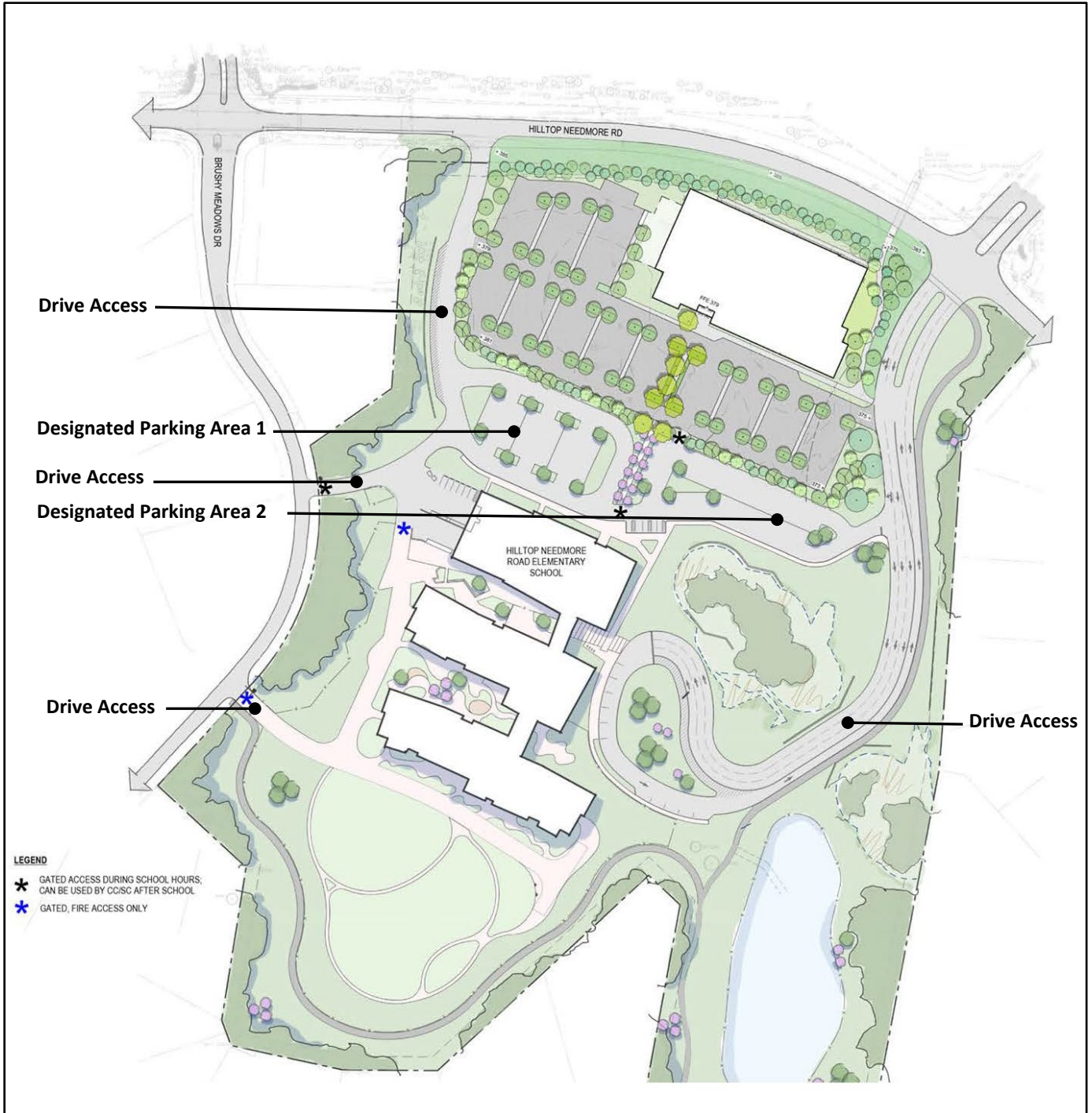
* Specifically excludes the Town's (80) Field Parking Spaces Lot for which the Town is solely responsible, as the Lot is not subject to this Agreement..

Greenways				
Maintenance Item	Responsible Party for Funding		Responsible Party For Performing Task to JUA Standards	Maintenance Classification
Relocation/construction of Greenways impacted by the Hilltop Needmore Road Elementary School construction project consistent with the Master Plan and terms of the First Amendment to the Interlocal Agreement For Development of School and Park Facilities in Fuquay-Varina, NC.	S	100%	S	INITIAL CONSTRUCTION
Greenway surface repair	T	100%	T	ROUTINE/MAJOR
Weed Control and Edging	T	100%	T	ROUTINE
Landscape maintenance	T	100%	T	ROUTINE
Trash collection and removal (other than that generated by school special events use)	T	100%	T	ROUTINE
Tree maintenance/clean up	T	100%	T	ROUTINE
Minor maintenance items: benches, trash cans, signs	T	100%	T	ROUTINE
Other major maintenance items not mentioned above	TBD	100%	TBD	MAJOR

S = WCPSS T = Town

1. Primary Responsible Party has the financial responsibility for personnel, equipment, travel, and supplies to provide the service to maintain the standard levels.
2. Secondary Responsible Party is financially responsible for additional maintenance requested or required to supplement primary party's maintenance levels.
3. Charts provide a general reference for maintenance requirements and are not intended as an inclusive list of responsibilities. Annual joint site inspections will be conducted by WCPSS and WC to review site conditions. Urgent repairs, safety repairs, or life safety repairs shall be called in as identified.

ATTACHMENT C
Diagram showing Town Licensed Areas on Board Property



ATTACHMENT D
Diagram showing Board Licensed Areas on Town Property



ATTACHMENT E
Diagram Showing Joint Access Areas upon Board and Town Property

