

STATE OF NORTH CAROLINA
COUNTY OF WAKE

**INTERLOCAL AGREEMENT
FOR PROGRAMMING AND PLANNING
SCHOOL AND TOWN FACILITIES IN
MORRISVILLE, NC**

THIS INTERLOCAL AGREEMENT (Agreement) is made and entered into this the _____ day of _____, 2022 by and between the Town of Morrisville (Town), The Wake County Board of Education (Board), and The Trustees of Wake Technical Community College (WTCC), collectively referred to herein as the “Parties.”

WITNESSETH:

WHEREAS, The Trustees of Wake Technical Community College owns ±89.61 acres of land located on the northern side of Chapel Hill Road (NC Highway 54) and extending to the southern side of Paramount Parkway west of its intersection with Carrington Mill Boulevard in the Town of Morrisville, Wake County, North Carolina, identified as Wake County PIN 0746-86-7028 and having a street address of 433 Knowledge Drive, which is the site of the WTCC RTP Campus (“WTCC Property”); and

WHEREAS, Board is under contract with WTCC to purchase and acquire ±34.0 acres of land located on the southern side of Paramount Parkway west of its intersection with Carrington Mill Boulevard in the Town of Morrisville, Wake County, North Carolina and identified as the northwestern portion of a Wake County PIN 0746-86-7028, which is the proposed site of a future High School (H-14) (“Board Property”); and

WHEREAS, Town is under contract with WTCC to lease and acquire the use of ±17.5 acres of land located on the southern side of Paramount Parkway west of its intersection with Carrington Mill Boulevard in the Town of Morrisville, Wake County, North Carolina which is the northeastern portion of Wake County PIN 0746-86-7028, which is the proposed site of a future Town park (“Town Park Area”); and

WHEREAS, Town currently owns a 2.5 acre tract, previously purchased from WTCC, located on the southern side of Paramount Parkway west of its intersection with Carrington Mill Boulevard in the Town of Morrisville, Wake County, North Carolina and having PIN 0746-97-2399, which is to be used for construction of a fire station (Town Property); and

WHEREAS, the aforementioned properties are depicted for reference on Exhibit A as attached hereto; and

WHEREAS, on April 21, 2022, Town, Board and WTCC entered into a Memorandum of

Understanding to establish a collaborative master planning process for the development framework of the Board Property, Town Park Area, Town Property and the WTCC Property; and

WHEREAS, since prior to the Board's entry into the contract with WTCC for the purchase of Board Property, Board and Town have engaged in collaborative discussions regarding the Town's long-term interests in school/park and/or other joint development opportunities on the Board-adjacent tracts in coordination with Board's development of Board Property; and

WHEREAS, Board and Town have successfully and collaboratively undertaken similar adjacent school/park development opportunities at Cedar Fork Elementary and thereafter entered mutually beneficial joint use agreements for school and community use of the improvements; and

WHEREAS, to maximize design flexibility and ensure the most efficient use of the properties resulting in savings in the overall cost of site development, the Town, Board and WTCC desire to enter into an agreement to set forth certain terms and conditions relating to the development, design, construction, operation, maintenance and use of the Board Property, Town Property, Town Park Area, and WTCC property associated with the proposed future uses; and

WHEREAS, Board has an interest in incorporating the Town Property into the Board Property to meet the program requirements of the planned high school and both Town and Board have an interest in exchanging the Town Property for a long-term lease of a comparable area on the northeastern portion of the Board Property for the construction of a fire station, to which WTCC has no objection; and

WHEREAS, this Agreement is entered into pursuant to North Carolina General Statutes, Article 20, Part 1 of Chapter 160A.

NOW, THEREFORE, in consideration of the mutual goals and promises contained herein, and the mutual benefits to result therefrom, the parties agree as follows:

1. The Town, Board and WTCC have jointly planned for the development of the properties.

The Preliminary Master Plan attached hereto as Exhibit B includes the following:

- A. On the Board Property, the development may consist of a High School building and related Standard Program areas including drives, sidewalks, parking areas, fields, stadium, outdoor learning spaces, stormwater devices, or other program elements appropriate for the site size and characteristics.

- B. On the Town Park Area, the development may consist of active and/or passive recreation areas and may include driveways, parking facilities, trailheads, greenways, restroom buildings, paved play areas or other public recreational facilities.
- C. Upon completion of the land exchange between Town and Board for relocation of the Town's fire station site (to which WTCC has no objection), the new fire station site development may consist of a Town fire station building and related drives, Wake County EMS facility, parking facilities, stormwater devices or other related improvements.
- D. On Board Property, infrastructure improvements that benefit Town may consist of shared drive access from Paramount Parkway that can provide access to a trailhead at the northern end of the Town Park Area, utilities extensions, shared stormwater devices, shared parking use outside of school hours, or other related improvements as agreed upon by the parties.
- E. On WTCC Property and the Town Park Area, infrastructure improvements that benefit Board may consist of shared drive access to the southeastern area of Board Property from Transformation Road and from Aspiration Way over an existing driveway that currently serves an existing WTCC parking lot.
- F. On WTCC Property, Town Park Area and Board Property, the portions of the existing parking lot and sidewalks that lie within the Board Property boundary shall be removed by Board at its expense prior to the start of new school construction on Board Property, unless a portion of the existing improvements can be effectively repurposed for Board utilization as part of Board's site development plan as approved by Town.
- G. In concert with removal of the portions of the existing parking lot described hereinabove, an appropriate stormwater device will be developed at Board expense to accommodate the stormwater runoff from the remaining portion of the existing parking lot, sidewalks and related driveway that remains on WTCC Property and within the Town Park Area. The Parties will collaborate in the exploration of suitable locations and design configuration. Responsibility for management of its design and construction will be determined by agreement of the Parties at the time that its location and timing for development is determined.

2. It is agreed that from and after the acquisitions of Board Property and Town Lease Park Area are final, Board and Town will collaborate in their design and development of construction plans for Board Property, Town Park Area and Town Property, with the Board being responsible for the costs associated with the planning and construction of Board improvements, and Town being responsible for the costs associated with the planning and construction of Town improvements.
3. During the design of the Board and Town improvements, Town and Board shall mutually agree upon the location of Board, Town or shared infrastructure improvements that may be appropriately constructed during the school construction on Board property that will benefit both parties. Town and Board shall also mutually agree upon Board, Town or shared infrastructure improvements that may be appropriately constructed during the school construction on Town property that will benefit both parties.
4. It is further understood by Board and Town that recreation infrastructure costs such as grading, roads, utilities, or parking facilities for the Town Park Area may be paid for at the initial construction phase of the Board project by the Town subject to the availability of Town funding. The Town shall be responsible for the design costs associated with design and construction of the Town recreational or other public facilities and any improvements on Board Property beyond those included in the Standard Program for the WCPSS high school that Town may desire to make to support a future joint use of Board Property. Any such design costs shall be negotiated and approved by the Town prior to commencement of project design and be timely paid so as not to delay school design and construction schedules.
5. Town property improvements approved by the Town that are referenced in Section 3 and which may be mutually agreed upon for development in the initial school development shall be bid with breakout pricing by the Board as a part of the contract for school construction. Upon receipt of bids, the Town shall review the prices received for the Town property improvements, and for any improvements on Board Property beyond those required by the high school Standard Program that Town may desire to make to support a future Joint Use of Board Property. Based upon the availability of Town funding and bids received, the Town shall promptly notify the Board regarding the acceptance or rejection of the recreational improvement bids.
6. The Town and Board agree to jointly participate in the preparation of planning and programming studies and reporting documents to address transportation, utilities, shared

drives and parking, low impact design/sustainable site and green building opportunities and other planning and design considerations and to jointly approve a Development Plan and schedule for the proposed joint development of the Property. The Development Plan shall include itemized cost estimates for those activities that need to be completed initially for the joint development of the Property and a funding schedule for the implementation of the Development Plan by the Town and Board. The Town and Board agree to work cooperatively to select and mutually agree upon consultants for the services identified above. It is agreed that the Town and Board will share the cost of the studies and reporting document preparation in such proportions as are mutually agreed upon. The Parties agree to timely provide funding for their respective shares of the costs of these services so as not to delay performance of the terms and conditions of the consultant agreements. The Development Plan with cost estimates, funding apportionments and development schedule shall be presented to the Town Council and Board of Education for approval.

7. Upon completion of the Development Plan and approval by the Town and Board, if it is determined that joint use of specified facilities within the Master Plan are desired, the Town and Board shall agree to make reasonable good faith efforts to enter into a Joint Use Agreement which will provide for use, operation and maintenance of specified facilities and set forth the terms and conditions associated with the use, operation and maintenance of the improvements. The parties presently contemplate that said Joint Use Agreement will include language providing that: (a) The term of the Joint Use Agreement will be no less than twenty-five (25) years; (b) at the end of the initial term, the Town shall have the exclusive option to extend the Town's use for up to at least an additional 25 year period so long as the property is not needed for Board purposes and the facility is operated as a school; (c) each party will grant to the other a perpetual easement pursuant to the master plan to the extent necessary to provide ingress and egress to the other's property; and (d) Board and Town acknowledge the requirement for Board's priority of use of Board Property and program space and the requirement for Town's priority of use of Town Property and improvements thereto, and that Board shall have administrative control of all Board property and improvements thereon. Likewise, the Town shall have administrative control of all Town property and improvements thereon.
8. If necessary for the provision of public infrastructure necessary to meet development requirements to support the school development, the Town agrees to convey such easements and rights of way as may be necessary over and upon the Property to the Board or North Carolina Department of Transportation as appropriate without additional

compensation. If necessary for the provision of public infrastructure necessary to meet development requirements to support Town property development upon the Board property and/or the Board-adjacent tracts, the Board agrees to convey such easements and rights of way as may be necessary over and upon Board Property to the Town or North Carolina Department of Transportation as appropriate without additional compensation. The location of such easements shall be established by mutual agreement of the parties consistent with generally accepted development practices. In locating such easements reasonable consideration shall be given to minimize adverse impacts to Town and Board facilities and programming.

9. Town agrees to waive all site plan fees, construction plan review fees, and other similar development fees related to the Board, WTCC and Town facilities improvements described herein.
10. The Parties agree to make reasonable, good faith efforts to take such actions and execute such other and further agreements, easements, deeds and instruments as may be necessary to effectuate the purposes of this Agreement.
11. This Agreement constitutes the entire agreement and understanding between the parties and supersedes all prior and contemporaneous discussions, promises, representations, agreements and understandings relative to the subject matter hereof. This Agreement may be amended only by written amendments duly executed by and between the Parties.
12. The term of this Agreement shall commence upon execution by all of the Parties hereto and shall conclude twenty five (25) years from execution of this Agreement, or upon expiration of any subsequent Joint Use Agreement authorizing Board and Town to use some or all of the Project's improvements and recreational areas, or upon final completion of all construction contemplated by the Master Plan, whichever first occurs, unless sooner terminated in accordance with this agreement or subsequent modification hereto.
13. The Parties acknowledge that this Agreement does not and is not intended in any way to diminish the Board's authority to select a school site, choose building designs, establish school programs, and operate its schools independently in its discretion.
14. Prior to the awarding of any construction contracts, this Agreement may be terminated by consent of the Parties or upon one hundred eighty (180) days written request of any party to the remaining parties.

- 15. The Parties acknowledge that this Agreement does not and is not intended in any way to diminish the Town's sole authority to design, name, and control access to and make use of the park and/or other Town facilities upon the land it owns or leases and to operate the park and/or other Town facilities independently in its discretion.
- 16. The Parties acknowledge that this Agreement does not and is not intended in any way to diminish WTCC's sole authority to design, name, and control access to and use of the WTCC campus and/or other WTCC facilities upon the land it owns to operate the community college and/or other WTCC facilities independently in its discretion.
- 17. To the extent allowable by law, the Parties may mutually agree to language indemnifying each participant as to liability issues.

IN WITNESS WHEREOF, the Boards and Council of the respective Parties have approved this Agreement and have caused it to be signed by the Board Chairs/the Town's Mayor and attested to by the Secretary or Clerk of that Board/Council.

Wake County Board of Education

Attest: _____
Catty Q. Moore, Superintendent

By: _____
Lindsay Mahaffey, Chair

Date: _____

[SEAL]

Approved As To Form:

Board of Education Legal Counsel (if applicable)

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

Finance Officer, Wake County Board of Education (if applicable)

Town of Morrisville

Attest: _____
Eric Smith, Town Clerk

By: _____
TJ Cawley, Mayor

Date: _____

[SEAL]

Approved As To Form:

Town of Morrisville Legal Counsel (if applicable)

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

Finance Officer, Town of Morrisville (if applicable)

(Balance of this page is left intentionally blank. Additional signatures appear on the preceding page and subsequent page.)

Trustees of Wake Technical Community College

Attest: _____
Dr. Scott Ralls, Secretary

By: _____
Jamie M. Thomas, Chair

Date: _____

[SEAL]

Approved As To Form:

Board of Trustees of Wake Technical Community
College Legal Counsel (if applicable)

Approved As To Form:

Trustees of Wake Technical Community College Legal Counsel (if applicable)

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

Finance Officer, Trustees of Wake Technical Community College

(Balance of this page is left intentionally blank. Additional signatures appear on the preceding pages.)

Exhibit A:
Subject Properties

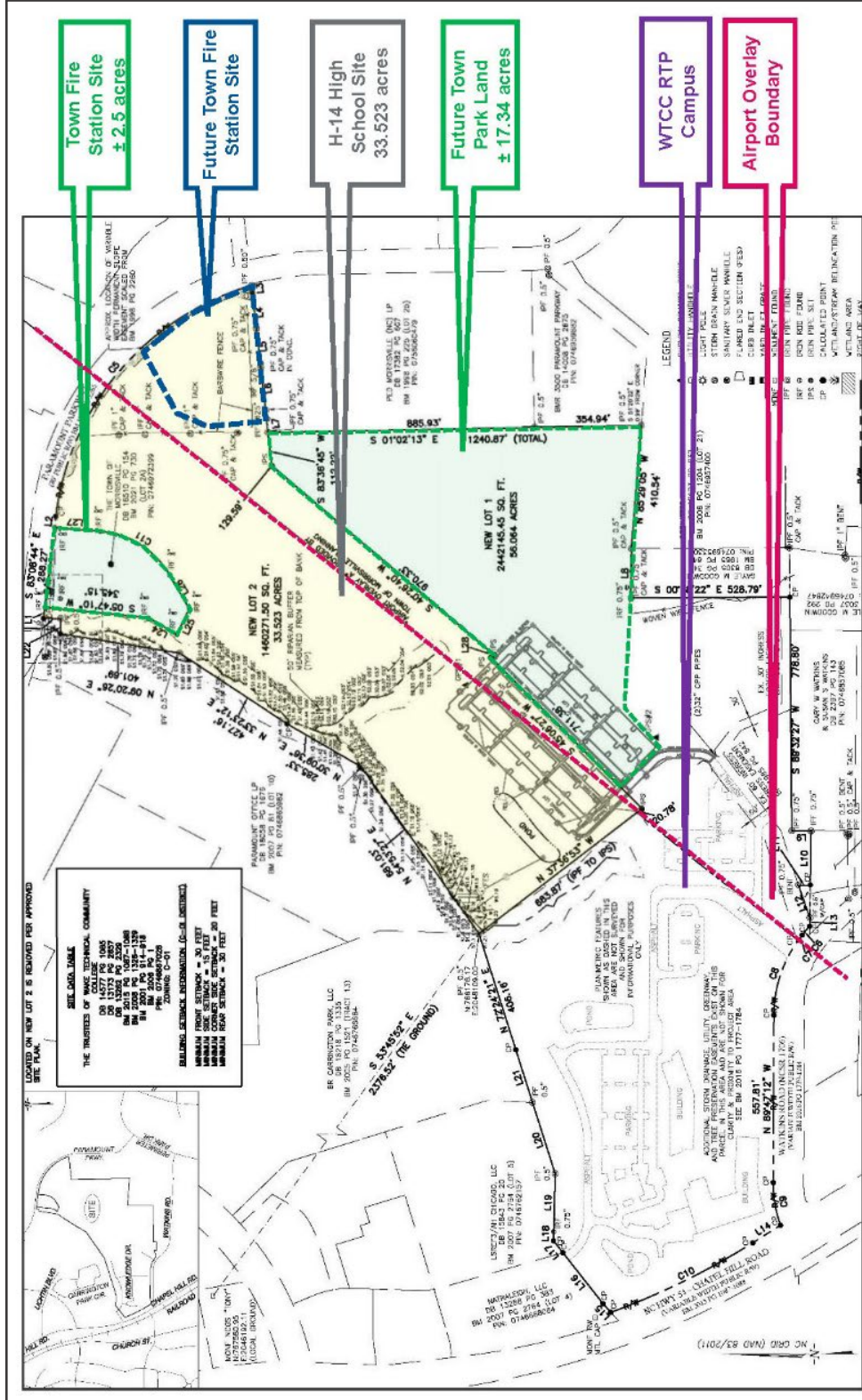
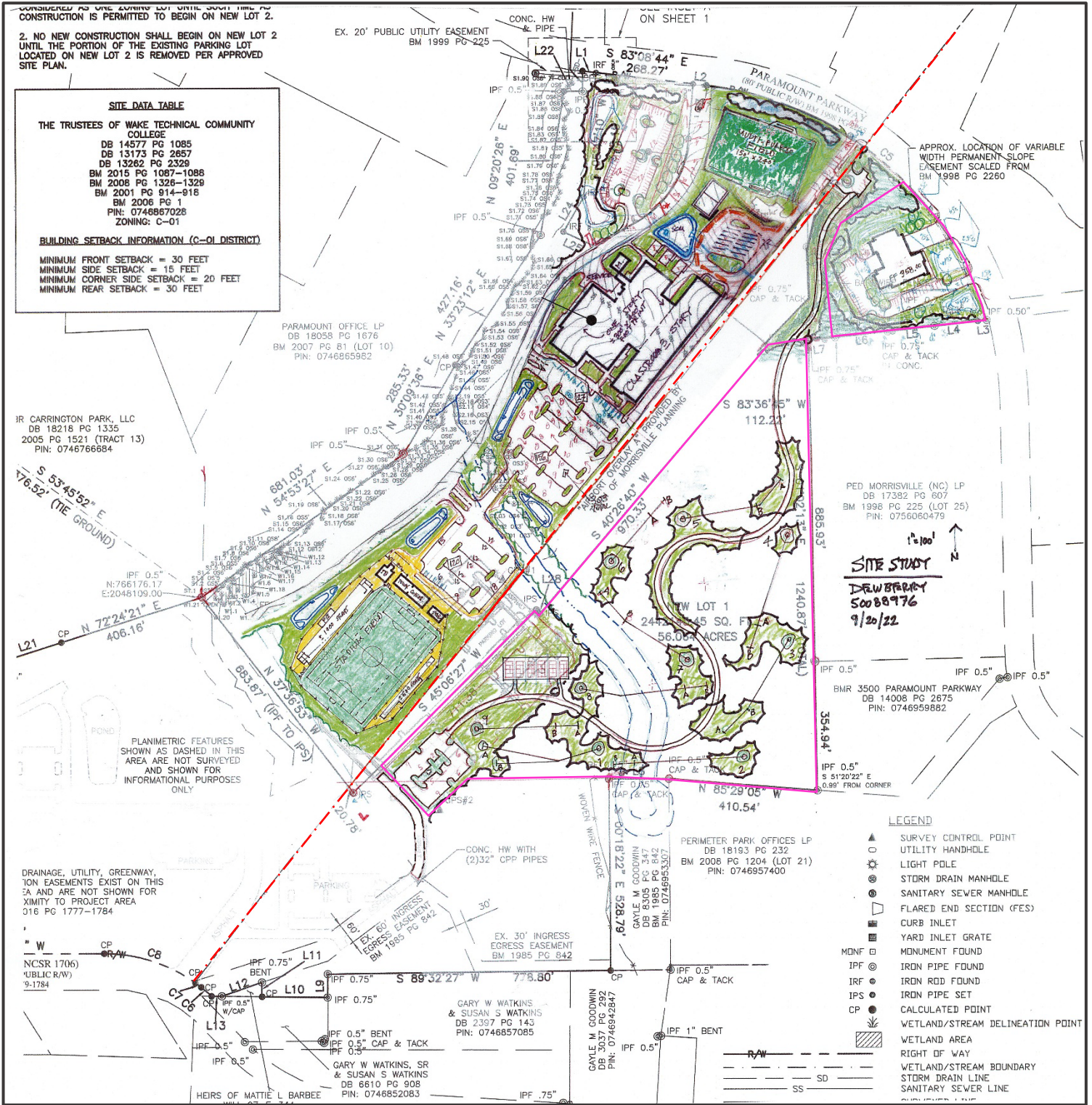


Exhibit B:

Preliminary Master Plan



CONSIDERED AS ONE ZONING LOT UNTIL SUCH TIME AS CONSTRUCTION IS PERMITTED TO BEGIN ON NEW LOT 2.

2. NO NEW CONSTRUCTION SHALL BEGIN ON NEW LOT 2 UNTIL THE PORTION OF THE EXISTING PARKING LOT LOCATED ON NEW LOT 2 IS REMOVED PER APPROVED SITE PLAN.

SITE DATA TABLE

THE TRUSTEES OF WAKE TECHNICAL COMMUNITY COLLEGE

DB 14577 PG 1085
 DB 13173 PG 2657
 DB 13262 PG 2329
 BM 2015 PG 1087-1088
 BM 2008 PG 1326-1329
 BM 2001 PG 914-918
 BM 2006 PG 1
 PIN: 0746867028
 ZONING: C-01

BUILDING SETBACK INFORMATION (C-01 DISTRICT)

MINIMUM FRONT SETBACK = 30 FEET
 MINIMUM SIDE SETBACK = 15 FEET
 MINIMUM CORNER SIDE SETBACK = 20 FEET
 MINIMUM REAR SETBACK = 30 FEET

IR CARRINGTON PARK, LLC
 DB 18218 PG 1335
 2005 PG 1521 (TRACT 13)
 PIN: 0746766684

S 53°45'52" E
 476.52' (TO THE GROUND)

IPF 0.5"
 N:766176.17
 E:2046109.00

PLANIMETRIC FEATURES SHOWN AS DASHED IN THIS AREA ARE NOT SURVEYED AND SHOWN FOR INFORMATIONAL PURPOSES ONLY

DRAINAGE, UTILITY, GREENWAY, ION EASEMENTS EXIST ON THIS AREA AND ARE NOT SHOWN FOR CLARITY TO PROJECT AREA
 016 PG 1777-1784

NCSR 1706)
 (PUBLIC R/W)
 9-1784

GARY W WATKINS, SR & SUSAN S WATKINS
 DB 6610 PG 908
 PIN: 0746852083

PARAMOUNT OFFICE LP
 DB 18058 PG 1676
 BM 2007 PG 81 (LOT 10)
 PIN: 0746865982

IPF 0.5"
 N 881.03'
 N 54°53'27" E

IPF 0.5"
 N 307°09'36" E
 N 285.33'

IPF 0.5"
 N 54°53'27" E
 N 307°09'36" E

IPF 0.5"
 N 37°36'53" W
 N 57°06'27" W

IPF 0.5"
 S 45°06'27" W
 S 89°32'27" W

IPF 0.5"
 S 89°32'27" W
 779.80'

IPF 0.5"
 S 89°32'27" W
 779.80'

EX. 20' PUBLIC UTILITY EASEMENT
 BM 1999 PG 225

CONC. HW & PIPE
 ON SHEET 1

S 83°08'44" E
 268.27'

N 09°20'26" E
 401.69'

N 307°09'36" E
 N 427'16" E
 N 332°21'12" E

IPF 0.5"
 N 307°09'36" E
 N 285.33'

IPF 0.5"
 N 54°53'27" E
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IPF 0.5"
 S 89°32'27" W
 779.80'

IPF 0.5"
 S 89°32'27" W
 779.80'

IPF 0.5"
 S 89°32'27" W
 779.80'

PARAMOUNT PARKWAY
 (NO PUBLIC TRAVEL PERMITTED)

APPROX. LOCATION OF VARIABLE WIDTH PERMANENT SLOPE EASEMENT SCALED FROM BM 1998 PG 2260

IPF 0.5"
 S 83°36'45" W
 112.22'

IPF 0.5"
 S 83°36'45" W
 112.22'

IPF 0.5"
 S 83°36'45" W
 112.22'

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 S 83°36'45" W
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PARAMOUNT PARKWAY
 (NO PUBLIC TRAVEL PERMITTED)

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 112.22'

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 S 83°36'45" W
 112.22'

IPF 0.5"
 S 83°36'45" W
 112.22'

SITE STUDY
 DEWBERRY
 50088976
 9/20/22

- LEGEND**
- ▲ SURVEY CONTROL POINT
 - UTILITY HANDHOLE
 - ☼ LIGHT POLE
 - ⊗ STORM DRAIN MANHOLE
 - ⊕ SANITARY SEWER MANHOLE
 - ⊖ FLARED END SECTION (FES)
 - CURB INLET
 - ▣ YARD INLET GRATE
 - MONF MONUMENT FOUND
 - IPF IRON PIPE FOUND
 - IRF IRON ROD FOUND
 - IPS IRON PIPE SET
 - CP CALCULATED POINT
 - ⊙ WETLAND/STREAM DELINEATION POINT
 - ▨ WETLAND AREA
 - R/W RIGHT OF WAY
 - SD WETLAND/STREAM BOUNDARY
 - SS STORM DRAIN LINE
 - SANITARY SEWER LINE

Town Lease Areas

Airport Overlay Line