

**AMENDED MEMORANDUM OF AGREEMENT FOR THE  
DISPOSITION AND DEVELOPMENT OF WAKE COUNTY PROPERTY  
1317 N. MAIN STREET, HOLLY SPRINGS, NC**

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**Section 1: PURPOSE**

The purpose of this Amended Memorandum of Agreement (MOA) is to amend, replace and supersede in its entirety, the prior Amended MOA entered into between the parties dated December 21, 2020. In April 2022, MyComputerCareer (MyCC) withdrew from plans to participate in the development of 1317 N. Main Street, Holly Springs, NC. This action by MyCC set forth a series of necessary steps to update executed agreements and development plans to achieve the project goals. This Amended MOA continues to set forth the framework for collaboration between Wake County (County), the Town of Holly Springs, NC (Town), and DHIC, Inc. (DHIC) and Capital Associates (CA), DHIC and CA collectively referred to as “Project Sponsors”, to participate in a process that includes the disposition of real property by the County, development by the Project Sponsors, and entitlement of land development approvals by the Town of 1317 N. Main Street, Holly Springs, NC (Property) for the collective satisfaction of all named parties (Process), as described herein. This MOA demonstrates the agreement of all named parties to meet mutually agreed upon milestones during a period of due diligence prior to contract execution and disposition of the Property. All parties commit to working with each other and any other necessary entities to achieve the desired and mutually agreed upon outcomes.

Subject to conditions set forth in this MOA and subsequent agreements, the Project Sponsors intend to construct a mixed-income housing, mixed-use development that is compact, pedestrian-oriented, and environmentally sustainable (Development). The Development shall include deed-restricted, affordable rental or ownership housing as a portion of the total development and is proposed to also include commercial retail, entertainment, and office space to compliment the adjacent uses including Ting Park. The development shall comply with all other requirements and shared goals of Request for Proposal (RFP) #20-006. Notwithstanding the above, the parties recognize that the primary goal of the RFP is for the development of affordable housing and while the proposed construction of the housing improvements and commercial development may proceed on different schedules and timelines, the County’s disposition of the Property is expressly conditioned on approval by the Town of an affordable housing development meeting the minimum requirements set forth in the RFP.

Nothing herein shall obligate any party to proceed with the Process or appropriate any funding associated therewith or obligate any of the parties to subject matter beyond the scope of this MOA. Participation in this MOA does not guarantee the disposition of the Property or any portion thereof to DHIC, the Town, or CA. It is expressly acknowledged by the parties that disposition of the Property, or any portion thereof, requires approval by the Wake County Board of Commissioners which may include additional terms and conditions not contemplated herein. The parties further recognize that North Carolina law may dictate differing processes and approvals for the proposed land conveyance contemplated herein based upon the intended use of the Property, or portion thereof, and the resultant ownership entity. Nothing herein guarantees a recommendation of sale by County staff or

Town staff for disposition of the Property or requires the local government entities to dispose of the Property in its entirety or in portions simultaneously to the Project Sponsors. The parties recognize the limited scope of this MOA and the limitations expressed hereunder. Each party shall be responsible for their own costs and expenses associated with any work performed hereunder, including any expenses incurred in hiring an agent or broker. In the event that the development proposed by the parties is approved by the respective governing authorities of the parties, it is anticipated that separate agreements, such as purchase contracts, shall be developed and executed to fully address the rights and responsibilities of all participating parties as allowed by law.

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## Section 2: DISTRIBUTION OF RESPONSIBILITIES

The following are broad guidelines detailing the anticipated responsibilities of each party, which may be changed by written agreement between the parties:

**The Project Sponsors, DHIC and CA** will jointly take the lead on Project Development and bear all costs, without a request for contribution from the County or Town, associated with the development goals established in the RFP and due diligence milestones. The Project Sponsors jointly acknowledge the following development conditions essential to the County's agreement to participate in this MOA:

- a) This MOA is expressly conditioned on land development approvals for the construction of legally-binding, affordable units on a portion of the Property, and acknowledges those units will comply with County development and affordability standards;
- b) The Project Sponsors acknowledge that the proposed project will require the Property to be rezoned and subdivided and that the County, as the real property owner, reserves the discretion to approve or disapprove the proposed subdivision of the Property;
- c) The Project Sponsors agree to ensure project delivery including satisfying the Town entitlement requirements as defined by the Town development review process and meeting with the Town as necessary throughout the development review process;
- d) The Project Sponsors agree to include a mixture of neighborhood-serving uses that considers commercial retail, commercial office, hospitality, public space, and other entertainment use-types in accordance with the Town's zoning ordinances; and
- e) The Project Sponsors agree to refrain from any site improvement activity or execute any financial transactions related to site improvement until an environmental review process, as required by the U.S. Department of Housing and Urban Development (HUD), has been completed or determined unnecessary by the County for the site.

### **DHIC will:**

- a) Serve as the lead agency for all project development plans associated with the proposed affordable housing development and timely submit any updated plans to the County and Town for review.
- b) Separately negotiate a land sale agreement with the County for the portion of the Property requested to be subdivided and conveyed for affordable housing development.
- c) Submit financial documentation to the County ensuring the project adheres to eligibility requirements outlined in the County programs, including the County Affordable Housing Development Program (AHDP).

### **CA will:**

- a) Serve as the lead agency for all project development plans associated with the proposed commercial development of the Property and timely submit any updated plans to the County and Town for review.
- b) Submit documentation to the Town ensuring the proposed commercial development complies with the Town's economic development policy.

- c) Subject to the County's approval of the subdivision contemplated above and conveyance of a portion of the Property to the Town in accordance with this MOA, CA will separately negotiate a land sale agreement with the Town that will facilitate the proposed commercial development, which shall include providing required plans, fair market value (FMV) for the portion of the Property to be conveyed, legal documents and participation in a public hearing, if required.

**The Town** will take the lead on finding opportunities to ensure optimal progression of the development proposal through the Town's entitlement approval process and economic development approval process, as declared below:

- a) The parties acknowledge that the proposed project will require the property to be rezoned and the Town commits to working with the Project Sponsors to achieve entitlement milestones in pursuit of the satisfaction of all named parties. The parties understand that the Town cannot guarantee any results of the legislative process of rezoning the Property, and nothing herein legally binds the Town to rezone the Property to any particular use.
- b) The Town acknowledges that the proposed project will require the property to be subdivided. The Town will work with the Project Sponsors and the County to submit development petitions for the subdivided portions of the Property as originally intended in RFP #20-006. The parties understand that the Town cannot guarantee any particular result of the subdivision process.
- c) The Town acknowledges that the proposed project will require a Special Exception Use and/or a Development Plan and will work with the Project Sponsors to progress proposal through the Town entitlement process, and the parties understand that the Town cannot guarantee any particular result of the Special Exception Use process.
- d) The Town acknowledges the importance of the time between acceptance of proposal to Town Council action and will work with the Project Sponsors in creating an appropriate review schedule.
  - a) The Town will consider requests from the Project Sponsors on fee waivers, expedited entitlement processes, and/or contributions to the proposed developments, including economic development incentives and compliance with the Town's economic development policy.
  - e) The Town will work with the Project Sponsors through scoping meeting, rezoning, subdivision, development (site plan) review, detail construction/civil reviews, and building permits.
  - f) The Town acknowledges changes to the commercial office square footage in the proposal may occur and understands that the estimated numbers of jobs created will remain the same.

**The County** will take the lead on conveyance of the Property and process facilitation, to include:

- a) The County will ensure the Process meets all applicable requirements of Wake County RFP #20-006.
- b) The County will draft, review and negotiate a contract to purchase and related legal agreements for the proposed development of the Property, subject to approval by the

Wake County Board of Commissioners and terms and conditions approved by the County Attorney. The Parties understand that nothing within this MOA binds the County to convey the Property or any portion thereof.

- c) The County will ensure the conveyance meets regulatory standards, public purpose requirements, and disposition priorities.
- d) The County will not convey and portion of the Property until such entitlement, funding and other conditions as agreed upon by all respective parties are satisfied.
- e) The County acknowledges that the proposed project will require the Property to be subdivided and approved by the Town.
- f) The County agrees to work with the Town regarding the timeline of the process.
- g) Upon mutual execution of this MOA, the County will permit the Project Sponsors (and their respective engineers, architects, surveyors, and supporting consultants) physical access to the Property for the express purposes of performing due diligence related activities.
- h) The County agrees to cooperate with the Project Sponsors in submissions and authorizations needed for the rezoning and subdivision of the Property and other actions customary of a Property owner. For the avoidance of doubt, the Project Sponsors remain responsible for the costs associated with the rezoning the Property.

Responsibility for land ownership, management, maintenance and services shall be determined prior to recommendation for disposition to Wake County Board of Commissioners.

### **Section 3: GOVERNANCE AND DECISION-MAKING**

During the term of this MOA, all parties shall work together according to a mutually developed work plan with targeted dates of achievement of significant milestones. The intention is accountability benchmarks that could be 1) shared with the constituents with whom we each are involved, but 2) flexible enough to be revised by the group during this period.

Each party will formulate their initial responsibilities to establish the Project. Information will be shared freely among all parties. Final decisions concerning the development shall be made through an evaluation process and consensus by all parties involved.

### **Section 4: EFFECTIVE PERIOD OF MOA**

The collaboration described and detailed in the Memorandum of Agreement shall be in effect from the effective date of this MOA until such time as the County conveys the Property or a portion thereof, unless the MOA is earlier terminated. Notwithstanding the above, the parties recognize that certain provisions of this MOA may be superseded by subsequent legal agreements between one or more parties, such as land sale agreements, development agreements and disposition agreements. The period of collaboration may be extended through mutual written agreement among the parties. Any party may withdraw from this MOA with or without cause upon written notice to the other parties with a 30-day notice. Entering into this MOA commits no funding from any party for any costs or expenses

associated with work done during the period covered and without contribution from any party. During the Term of the MOA, all parties agree to work together according to a mutually developed work plan with targeted dates of achievement of significant milestones. In the event that the parties fail to develop a Project proposal or determine that development of the Project proposal is not desirable or feasible for any reason, then work under this MOA shall cease with no further obligation of any party.

#### **Section 5: COMPLIANCE WITH APPLICABLE LAWS AND REGULATIONS**

Participants in this MOA shall each be responsible for complying with all applicable local, state, and federal laws and regulations. Nothing in this MOA alters the existing statutory authority of any participant under state or federal law. If any of the provisions of this MOA are held to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.

#### **Section 6: MODIFICATIONS AND AMENDMENTS**

This MOA can be modified or amended through mutual written agreement among the participants.

**SIGNATORIES:**

The undersigned individuals hereby execute this Memorandum of Agreement on behalf of their respective local governments and agencies.

**THE PROJECT SPONSORS: DHIC, INC. / CAPITAL ASSOCIATES**

By: \_\_\_\_\_  
Natalie Britt  
Vice President, DHIC, INC.  
113 S. Wilmington Street, Raleigh, NC 27601

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Frank Baird  
Principal and CEO, Capital Associates

Date: \_\_\_\_\_

1501 Sunrise Avenue, Suite 100  
Raleigh, NC 27608

Federal Tax ID#: \_\_\_\_\_

Springs, NC 27540

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**TOWN OF HOLLY SPRINGS**

By: \_\_\_\_\_  
Town Manager

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Director of Planning and Zoning

Date: \_\_\_\_\_

Federal Tax ID#: \_\_\_\_\_

P.O. Box 8 / 128 S. Main Street  
Holly Springs, NC 27540

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**WAKE COUNTY, NORTH CAROLINA**

By: \_\_\_\_\_  
Wake County Manager or Designee

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Lorena McDowell, MPNA  
Wake County Housing Director

Date: \_\_\_\_\_

P.O. Box 550

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