

**RESOLUTION APPROVING CONVEYANCE OF PROPERTY TO
WAKE TECH PURSUANT TO G.S. 160A-274**

WHEREAS, Wake County owns that certain parcel of land with Wake County Parcel ID No. 0097920 located at 2901 Holston Lane, Raleigh, NC 27610 (“Property”); and

WHEREAS, Wake County may dispose of its property to another governmental unit such as Trustees of Wake Technical Community College (Wake Tech) upon terms and conditions “it deems wise” pursuant to N.C.G.S. § 160A-274 which does not require a competitive method of sale; and

WHEREAS, Wake County has collaboratively negotiated with WakeTech on a donative transfer of the Property described above so that it may construct and expand the Wake Tech Health Sciences Campus; and

WHEREAS, this conveyance will support the common development plan and shared vision between the County, WakeMed and Wake Tech for the WakeIII Health and Education District and will compliment the future Wake County Health & Human Services Public Health Center campus.

THEREFORE, THE WAKE COUNTY BOARD OF COMMISSIONERS RESOLVES THAT:

1. The Chairman of the Wake County Board of Commissioners is authorized to execute all documents necessary to convey fee simple defeasible title to that certain parcel of land with Wake County Parcel ID No. 0097920 and located at 2901 Holston Lane, Raleigh, NC 27610, more particularly described on Exhibit ‘A’ Attached Hereto.

2. The consideration for the conveyance is the following set of conditions, covenants, and restrictions, which shall be incorporated in the deed given by the County:

- i. Covenant of Restriction on Use & Future Conveyance: The Property herein conveyed may only be used for any one or more of the following non-profit uses (the “**Permitted Uses**”): educational uses (including but not limited to community college uses), healthcare uses, and/or any and all associated, related and ancillary uses reasonably necessary for the operation of such uses and necessary to support of the employees, agents, contractors, students, patients, tenants, licensees, guests and invitees of Grantee benefitted, served by or affiliated with the Permitted Uses, as determined in the Grantee’s reasonable discretion, including, but not limited to, early college high school programming and education, parking, office, maintenance facilities, utility facilities, dining facilities, athletic facilities, and other supportive facilities of the Permitted Uses; provided however, that if Grantee desires to use the Property for a use other than the Permitted Uses, Grantee may submit such additional use for approval by Grantor along with the proposed financial terms for any for-profit use, which approval shall not be unreasonably withheld or delayed for a use

reasonably related to the purposes of the Wake III health and education campus. The covenants, reservations and restrictions set forth herein shall be deemed covenants running with the land and shall pass to and be binding upon the Grantee, its successors and assigns in title and all subsequent grantees or operations of the Property. Every contract, deed or other instrument hereafter executed, covering or conveying the Property or any portion thereof shall conclusively be held to have been executed, delivered, and accepted subject to such covenants, reservations, and restrictions, regardless of whether such covenants, reservations and restrictions are set forth in such contract, deed, or other instruments. If a portion or portions of the Property are conveyed, prior approval must be obtained by Wake County, and all such covenants, reservations and restrictions shall run to each portion of the Property unless otherwise terminated or released.

- ii. **Enforcement:** In the event the Grantee or any authorized successor in interest of Grantee uses the Property for a use other than the Permitted Uses (a “**Permitted Use Violation**”) in section (i), above, and Grantor does not approve of such additional use in writing recorded in the Wake County Register of Deeds Office, then Grantor shall give Grantee written notice of the Permitted Use Violation and Grantee shall have one hundred eighty (180) days from the date of Grantee’s receipt of such notice to remedy the Permitted Use Violation. If Grantee does not remedy the Permitted Use Violation within such one hundred eighty (180)-day period of time, Grantor may seek an action in the nature of specific performance or injunction to compel Grantee remedy the Permitted Use Violation.

Adopted this the ____ day of _____, 2025.

WAKE COUNTY, NORTH CAROLINA

(Corporate Seal)

By: _____
Name: Susan P. Evans, Chair
Wake County Board of Commissioners

ATTESTED TO:

Yvonne Gilyard
Clerk to the Wake County Board of Commissioners

NORTH CAROLINA, WAKE COUNTY

I, a Notary Public of the County and State aforesaid, certify that _____, personally appeared before me this day and acknowledged that she is the Clerk of the Wake County Board of Commissioners, and that by authority duly given, the foregoing instrument was signed in its name by its Chair of the Wake County Board of Commissioners, sealed with its corporate seal and attested by _____ as its Clerk.

Witness my hand and official stamp or seal, this ____ day of _____, 2025.

NOTARY PUBLIC

Printed Name

My Commission Expires: _____

EXHIBIT 'A'
PROPERTY DESCRIPTION

LYING AND BEING in the County of Wake, State of North Carolina, City of Raleigh, and being more particularly described as follows:

All that certain tract or parcel of land lying in Raleigh Township, Wake County, North Carolina, containing 7.776 acres (338,739 square feet) more or less, and being more particularly shown as "LOT 1 WAKE COUNTY" on that certain plat of survey entitled, "RECOMBINATION MAP PROPERTY OF WAKE COUNTY & WAKE TECHNICAL COMMUNITY COLLEGE 2901 HOLSTON LANE", by Talton Engineering, which is plat is recorded in [Book of Maps 2010, Page 266](#), Wake County Registry, and is by reference, incorporated herein as a part of this description.

And any and all right, title and interest in and to that certain tract or parcel of land lying in Raleigh Township, Wake County, North Carolina, containing 13.87 acres (604,303 square feet) more or less, and being more particularly shown as "NEW LOT 1" on that certain plat of survey entitled, "PHSC HEALTH SCIENCES RECOMBINATION, RIGHT OF WAY, TREE CONSERVATION AREA, AND EASEMENT PLAT 3000 NEW BERN AVENUE", which plat is recorded in Book of Maps 2025, Pages _____-_____, Wake County Registry, and is by reference, incorporated herein as part of this description.[SUBJECT TO REVISION UPON RECEIPT OF FINAL INSURED LEGAL DESCRIPTION IN THE TITLE COMMITMENT