

**RESOLUTION APPROVING CONVEYANCE OF PROPERTY TO WAKEMED, A  
NONPROFIT ORGANIZATION, PURSUANT TO G.S. 160A-279**

WHEREAS Wake County owns that certain parcel of land with Wake County Parcel ID No. 0058008 and located at 10 Sunnybrook Road, Raleigh, NC 27610 (“Property”); and

WHEREAS North Carolina General Statute § 160A-279 authorizes a city or county to convey real or personal property by private sale to a nonprofit corporation if the city or county is authorized by law to appropriate money to the corporation; and

WHEREAS North Carolina General Statutes §§ 160A-267 and 131E-12 authorizes a city or county to expend funds and to provide support to a community hospital open to the general public for certain public purposes and governmental functions; and

WHEREAS the Wake County has negotiated with WakeMed to convey the Property described above so that it may expand its current Raleigh main campus of WakeMed in conjunction with the Wake Tech health science campus expansion which will allow continued use the Property as public health care facility in accordance with the non-profit and public health care mission of WakeMed; 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. 0058008 and located at 10 Sunnybrook Road, 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 city/county to WakeMed:

- i. *Covenant of Restriction on Use & Future Conveyance*: Pursuant to N.C.G.S. 160A-279, 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, community general hospital or public health care facility in accordance with the non-profit and public health care mission of WakeMed 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.

3. The County Clerk shall publish a notice summarizing the contents of this resolution, and the property may be sold at any time after 10 days after publication of the notice.

Adopted this the \_\_\_\_ day of \_\_\_\_\_, 2025.

IN WITNESS WHEREOF, the Grantor has caused this instrument to be duly executed and delivered.

**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**