

STATE OF NORTH CAROLINA

COUNTY OF WAKE

INTERLOCAL AGREEMENT

FOR

MORRISVILLE COMMUNITY LIBRARY

BETWEEN

TOWN OF MORRISVILLE, NORTH CAROLINA

AND

WAKE COUNTY, NORTH CAROLINA

INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT is dated as of _____, 2018 (the “Agreement”), and is between the **TOWN OF MORRISVILLE, NORTH CAROLINA** (the “Town”), a municipal corporation chartered and operating under the laws of the State of North Carolina, and **WAKE COUNTY, NORTH CAROLINA** (the “County”), a public body politic and a political subdivision of the State of North Carolina.

WITNESSETH:

WHEREAS, on June 4, 2007, the Wake County Board of Commissioners endorsed an updated Master Plan for Wake County Libraries which includes a recommendation for construction of a new community branch library in Morrisville (“Community Branch Library” or “Library” or “Library Site”); and

WHEREAS, on November 6, 2007, Wake County voters approved a \$45 million bond referendum which will partially fund implementation of a multi-year capital improvement program which includes construction of a new community library located on Town Hall Drive in Morrisville; and

WHEREAS, the Town of Morrisville has a vision for development of a Town Center Core Demonstration Project (“Project Site”), based on a master plan that includes mixed-use buildings featuring commercial and residential space; a town green, structured parking facilities and a public library; and

WHEREAS, the Town has purchased and assembled property bordered by Town Hall Drive to the southwest, Jeremiah Street to the northwest, and plans to extend Foxglove Drive to the southeast, and Carolina Street to Town Hall Drive to form the borders of the intended site for the “Project Site;” and

WHEREAS, approximately 33,977 SF (0.78 Acre) of land located in the southeast quadrant of the Project Site has been reserved by the Town for a community Library; and

WHEREAS, the Parties intend to enter into a ground lease for the Library Site, but such ground lease will not be in effect at the commencement of construction; and

WHEREAS, the Parties intend for this Agreement to grant County the right to possess and use the Project Site inclusive of Library Site during construction of the Library; and

WHEREAS, the Town agrees to grant the necessary easements or other interest necessary to allow stormwater runoff from the Library and surface parking to be managed elsewhere on Town property from the Library Site; and

WHEREAS, the County acknowledges that to fulfill the vision of the Town Center Core Demonstration Project, the Town desires to develop or cause to be developed Morrisville owned property adjacent to the Morrisville Community Library consistent with the rights and obligations of the Town and County herein with regard to the construction

and operation of the County Library and ancillary property needed for the operation of the library; and

WHEREAS, the Town anticipates that a structured parking deck accommodating not less than 350 spaces for public/private use shall be constructed as part of the Town Center Core Demonstration Project and such deck shall eventually accommodate County Library parking needs; and

WHEREAS, prior to the construction of a parking deck, the Town will allow the County to construct a light duty asphalt paved surface parking area for up to 49 parking spaces on land adjacent to the proposed location of the library and within the Project Site. These parking spaces will remain available to library patrons and staff until a structured parking deck with an equal or greater number of available library spaces is completed and operational, or until the Town or its third party development group provides an equal amount of designated ADA compliant and other reserved light asphalt paved temporary parking spaces within the Project Site in the event the County spaces are displaced before the parking deck is constructed; and

WHEREAS, the Town will allow the County to construct a commercial container area on land adjacent to the library site. The commercial container area will remain available to library staff until a comparable new commercial area is available for use; and

WHEREAS, the County and Town entered into a Memorandum of Understanding (“MOU”) dated September 18th, 2017, setting forth the understanding of the Parties as it relates to the conditions that must occur in order to proceed with the plan for Wake County to construct a new Morrisville Community Library; and

WHEREAS, on November 20, 2017, the Wake County Board of Commissioners approved the schematic design plans for the Morrisville Community Library, having presented the same to the Morrisville Town Council for their information on November 14, 2017; and

WHEREAS, the Parties pursuant to Articles 3, 12 and 20 of Chapter 160A of the North Carolina General Statutes are authorized to enter into this Agreement and joint planning and implementation efforts for the Library Project.

NOW THEREFORE, in consideration of the respective rights, powers, duties and obligations hereinafter set forth herein, the Parties agree as follows:

ARTICLE I
RECITALS and PURPOSE

1.01 Recitals

The Recitals are incorporated into this Agreement.

1.02 Purpose

The purpose of this Agreement is to set forth the agreement of the Parties for the Town to extend a forty year ground lease to County for Library Site and execute certain zoning,

street improvement, and infrastructure requirements necessary for County to construct the Morrisville Community Library; and for Wake County to undertake the design and construction of the Morrisville Community Library on the Library Site. This Agreement addresses the rights and responsibilities of the parties for cost, infrastructure, construction, ownership, use, and future maintenance for the Project Site and the Library Site. A ground lease will be developed and executed by the Parties addressing the long-term lease of Library Site and additional aspects of the Project reflecting the requirements set forth in this ILA.

ARTICLE II DEFINITIONS

2.01 “Approved Plans and Specs” means and refers to the plans and specifications to be prepared by the Architect and approved by the Parties and by the Town of Morrisville and their regulatory capacity and other governmental authorities, as the same may be subsequently modified in accordance with this Agreement.

2.02 “Contractor” means the person or entity with whom the County contracts for the construction of the Project

2.03 “Construction Costs” mean the labor, materials, and construction management costs to construct the Project.

2.04 “Cross Access Agreement” means a separate agreement that will provide for vehicular and pedestrian access across Town property to the Library for County staff and Library patrons. A Cross Access Agreement for this site shall be executed in conjunction with the Ground Lease, or may be incorporated into the Ground Lease.

2.05 “Design Costs” mean the actual costs and expenses paid in connection with design, engineering, surveying, testing, inspections, construction administration, and close-out of the Project.

2.06 “Ground Lease” means a ground lease to be executed in accordance with authority granted by N.C.G.S. 160A-274 by Morrisville as lessor to Wake County as lessee for the Library Site, which shall include provision for all of the requirements set forth in Section 4.03 of this ILA, all of which shall be deemed essential and material to the Ground Lease.

2.07 “Library Site” means that area of the Project Site necessary to accommodate the Morrisville Community Library, consisting of (i) the new Wake County community branch library of approximately 8,900 SF and (ii) surface parking consisting of 49 parking spaces and (iii) all other associated site work described on the minor site plan administratively approved by the Town Planning Department. The Library Site includes that area located within the Ground Lease Line and the associated parking area, as shown on Exhibit “A”, attached hereto and incorporated herein by reference.

2.08 “Library Lease Area” means that area of the Library Site consisting of approximately 33,977 square feet (.78 acres), located in the southeast quadrant of the Demonstration area, as shown on Exhibit “A”. The Library Lease Area shall be the Premises leased to County by Town pursuant to the terms of the Ground Lease.

2.09 “Project” means the Town Center Core Demonstration Project which the Town is in negotiation with third parties to develop or cause to be developed on the Project Site adjacent to the Morrisville Community Library.

2.10 “Project Site” means that area of Town property necessary to accommodate the Project as further described in Article IV and on the Town Center Core Master Plan, attached hereto and incorporated herein by reference as Exhibit “B”.

ARTICLE III TERM, AMENDMENT, TERMINATION, and NOTICE

3.01 Term. This Agreement shall be effective upon the properly authorized execution of the Agreement by both Parties and shall continue in effect for five (5) years or until the Final Completion of Library and execution of all superseding documents required by this ILA, whichever comes first (“Term”). The Parties may agree to an earlier termination in writing when all responsibilities of this Agreement have been completed or replaced with superseding documents.

3.02 Amendment. This Agreement may only be amended by a writing signed by the Parties. To propose an amendment to Agreement, either Party may submit the proposed amendment and the reasons for the proposed amendment in writing to the other Party per the Notice provisions in this Article III. If the Parties agree to the proposed amendment, a written amendment to Agreement shall be executed. The Parties may enter into amendments that do not have financial implications for either Party with the approval of and execution by their respective Managers. All other amendments shall require approval by the respective governing boards of the Parties.

3.03 Termination. This Agreement may be terminated by either Party upon breach of this Agreement by the other Party, provided that the non-breaching Party has notified the breaching Party in writing and provided thirty (30) days from the notification to allow the breaching Party to cure the breach. If the breach remains uncured after thirty (30) days, or any reasonable mutual extensions thereof, the non-breaching Party may terminate this Agreement upon ten (10) days written notice. In the event of breach, the Parties shall be entitled to such legal or equitable remedies as may be available, including specific performance.

3.04 Notice. Any notice required by this Agreement shall be in writing and delivered to the Parties at the following addresses:

For Wake County: Wake County Manager
Wake County Justice Center
301 S. McDowell St.
Raleigh, NC 27601

With a copy to Wake County Attorney
Wake County Justice Center
301 S. McDowell St.
Raleigh, NC 27601

For Town of Morrisville: Town Manager
Town of Morrisville
100 Town Hall Drive
Morrisville, NC 27560

With a copy to Town Attorney
c/o Town of Morrisville
100 Town Hall Drive
Morrisville, NC 27560

3.05 MOU Superseded. Upon the execution and delivery of this Agreement, this Agreement shall constitute the definitive Agreement between the Parties regarding all matters relating to the Project, including the MOU dated September 18, 2017, as amended, is terminated.

3.06 Survive Termination. Those obligations concerning enforcement of warranties and representations which by their nature should survive the termination of this Agreement, as well the Ground Lease, Cross Access Agreements, and any other documents executed in accordance with the terms and conditions herein shall survive the termination of this Agreement.

ARTICLE IV OWNERSHIP OF THE PROJECT SITE

4.01. Town Property. The Town owns approximately 4.3 acres of land bounded by Town Hall Drive on the southwest, Jeremiah Street on the northwest, the future extension of Fox Glove Drive on the northeast and the future extension of Carolina Street on the southeast (“Town Property”). The Project will be constructed on the site located on the southeast portion of the Town Property. The Town owns, and shall continue to own, the Project Site, which includes the Library Site. From the execution of this Agreement until final acceptance of the Project, the Town of Morrisville grants Wake County possession of that portion of the Project Site required for access, staging, or construction activities on the Library Site as described in this ILA. The Town shall execute such other and further documents as may be requested by the County from time to time to effectuate this purpose.

4.02 Description of Project. The Parties acknowledge and accept that the Town intends to develop a Town Center Core Development Project located adjacent to and northwest of the Library portion of the site as a Demonstration Project. Such project is presently expected to be a mixed-use development consisting of a mix of commercial office space,

retail space and residential units (“Mixed-Use Development”). Such Mixed-Use Development, if and when undertaken, will be in partnership with a private developer. Town agrees that the Mixed-Use Development shall not interfere with the construction of the Library. The County is not required to agree to any change in scope or a change order which would result in unreasonable delay of opening the Library, the denial or modification of any County rights or entitlements set forth in this ILA or the Ground Lease, or increased cost to Wake County solely attributable to hard or soft costs associated with the Project once the minor site plan is approved.

4.03 Private Developer Costs. At such time as the Town enters into an agreement for private development of a mixed-use development on the Town owned Property within the Project Site, such agreement shall be between the Town and Developer and the County shall not be a party to such agreement. Town shall be responsible for all communications related to the private development and the developer with whom it has a private development agreement. For the purpose of County evaluating any impact to the Community Library site or operations, Town shall share with the County the agreement between the Town and Developer prior to execution and thereafter share any communications between Town and Developer related to the Community Library, library parking or other ancillary library functions.

4.04 Community Library. Subject to the terms and conditions herein, the County shall provide funding for planning, design, construction, furniture, fixtures, and equipment for a Community Library of approximately 8,900SF to become part of the Project. County shall also provide funding for library books, computer hardware and software for library system functions and, upon completion of the Project, operation of the facility in a manner substantially similar to the way other Community Libraries of the County are operated. The funding for the Community Library described herein is subject to the county’s normal budgetary appropriations process.

4.05 Ground Lease. The Town as a condition of the County building the Library, and for no additional monetary consideration, the Town and County shall enter into a Ground Lease for the Library Lease Area as shown on Exhibit A. The Ground Lease shall contain the following terms and conditions which are deemed material and essential to the County’s obligation to construct, maintain and operate the Library:

- A. The Ground Lease shall have a term of forty (40) years at a yearly rental cost of one dollar (\$1.00), with ten (10) automatic renewal options of 5 years each at the end of the 40-year term at a yearly rental cost of \$1.00, with no escalation, which may be exercised in the sole discretion of the County. The Ground Lease shall be conditioned on the Library being fully and continuously operated as a Wake County community branch library providing such library programs and services as are typically provided in a Wake County community library. The Ground Lease shall permit County to own, operate and maintain the Library, require that County be responsible for the care and maintenance of the Library and the Library Site, and provide that the Library and all improvements become the property of the Town upon termination of the Ground Lease by either party for any reason, and that each

party shall promptly obtain such governing board approvals and execute such documents as are necessary for legal transfer upon termination.

- B. The Ground Lease shall permit the County to construct and maintain 49 paved surface parking spaces on the Library Site as described in 2.06 and as shown on the Site Plan attached as Exhibit A. Most of these parking spaces will be located outside the actual Library Lease Area. As such, a Cross Access Agreement or Easement shall be executed in conjunction with the Ground Lease in order to allow Library patrons and County staff to park in the surface parking area.
- C. Prior to displacing any of the 49 parking spaces by future development, the Town shall ensure that a like number of these spaces, including 2 ADA compliant light asphalt paved parking spaces are available for use of Library patrons and County staff. These spaces must be striped and reserved for library use. The spaces shall be available within the Project demonstration area prior to availability in the parking deck anticipated to be part of the Project. The Town shall be responsible for the cost and maintenance of replacement parking spaces with no contribution from the County. Nothing herein shall prevent Town from delegating this responsibility to a third-party developer, provided that the Town remains liable to County for performance of this obligation. The County must approve the location of the parking spaces in advance of construction. County approval shall not be unreasonably withheld as long as the spaces meet the criteria outlined in this section.
- D. The Ground Lease shall provide the County with an additional 20 parking spaces over and above the 49 spaces available for Library patrons as street parking alongside Foxglove Drive and the extension of Carolina Ave. These parking spaces shall be deemed to be included in the Library project for the purposes of permitting and plan approval. Library patrons do not have exclusive rights to use the street parking. No signage can be installed to restrict the use of street parking to Library patrons; however, signage may be installed by County at library identifying additional street parking available for library patrons.
- E. At such time a parking deck is constructed on the Town's property as part of their Town Center Core Demonstration project, County patrons will be permitted to park in the parking deck for no charge, in consideration of the fact that some of the surface parking spaces originally constructed by the County may be displaced by those visitors patronizing the Town Center Core Development. No less than 2 ADA parking spaces, 1 parking space reserved for vehicle maintenance, and 2 parking spaces reserved for book returns shall be maintained in their present location in front of the library as shown on the site plan. No less than 44 accessible spaces shall be relocated within the parking deck. At such time as a parking deck is constructed and spaces designated for County's library use are relocated there, Wake County requests that the Parking Deck meet or exceed minimum standards for safety, security and loss prevention ordinarily required for parking decks managed by Wake County. This includes security features consistent with standards for urban parking

decks in the Raleigh-Durham-Chapel Hill Combined Statistical Area, which consist of installation and operation of Security Video Surveillance/Cameras and Emergency Call Stations in the parking deck. This provision shall be made part of any agreement between the Town and a third-party developer of the Project.

- F. The Ground Lease shall provide that the County is responsible for the Operational Costs of surface parking as shown on the Site Plan attached as Exhibit A. Should this surface parking area be reduced as part of future development, the County shall remain responsible for the cost of maintaining the remaining County constructed surface parking spaces for Library use after the Town Center Core parking deck is constructed. The County shall have no responsibility for construction or maintenance of the future parking deck.
- G. The Ground Lease shall allow for the location, use and management of a commercial container area constructed as part of the Library project and located within the Library Site adjacent to the surface parking area as shown on Exhibit A. The County is responsible for all operational costs of containers related to County use. As part of the Town Center Core Development, the Mixed-Use Development developer can relocate the commercial container to a another location acceptable to the County within the southeast quadrant of the Town Center Core Demonstration Project
- H. The Town shall be named as an additional insured on all insurance policies obtained or maintained in connection with construction of the Library. Wake County shall ensure that the Construction Documents and its contracts with its General Contractor for the library require Contractor to purchase and maintain insurance as is appropriate for the Work being performed for the duration of Library construction. The Town shall be named as an additional insured (except Worker's Compensation and Employer's Liability insurance) on all required insurance.
- I. In the event of damage to Community Library and related improvements by fire or other casualty, County may at its option rebuild or terminate Ground Lease. Any insurance proceeds payable to County shall belong to and be the exclusive property of the County.
- J. Any indemnification of County in Construction Documents or any other agreement in connection with Project shall also run to and indemnify the Town.
- K. County shall work with the Town on developing a communications plan prior to commencement of construction on Library Site, and any areas of Project Site needed for construction purposes. The communications plan shall be designed to inform the Town and the public of any traffic control, lane closures, and/or other disruption of services to citizens. The communications plan shall be designed to provide public notice of disruptions at least one week in advance of the disruption.

- L. The Ground Lease shall be conditioned on the performance of all responsibilities of Town set forth in this ILA.
- M. The Ground Lease shall contain a provision allowing termination in the event of non-appropriation or default of other party.
- N. The Ground Lease shall contain a non-assignment provision such that the Lease or any rights under the Lease may not be sold, modified by, transferred, or assigned to a third party.
- O. A Memorandum of the Ground Lease shall be recorded in the Wake County Registry.
- P. The County must be able to obtain commitment for a leasehold policy issued by a Title Company acceptable to the County Attorney insuring title and survey of the property defined within the Library Lease Boundary prior to the start of construction.
- Q. The Ground Lease shall contain such other terms and conditions acceptable to the respective County and Town Attorneys as may typically be found in a Ground Lease between units of government.

4.06 Ownership of Design Documents. As the County will own the Library building during the Ground Lease, the County shall retain ownership and use of the design work product for the Library, and all areas included within the Library Site including the designated surface lot parking spaces and commercial container area, including but not limited to paper and electronic copies of drawings, renderings, plans, specifications, and Owner Maintenance Manuals. The Town shall retain ownership and use of the design work product commissioned by the Town for the remainder of the site under the Town's ownership and control, including but not limited to paper and electronic copies of drawings, renderings, and plans.

ARTICLE V TOWN RESPONSIBILITIES FOR PROJECT CONSTRUCTION AND DELIVERY

5.01 Recombination of Property. The Town is responsible for recombining the Project Site and subdividing or recombining it appropriately in order to accommodate the Ground Lease and interests and uses intended for the Library by Wake County in accordance with the requirements of the Town's Zoning Ordinance. This action shall be completed in a timely manner so as not to delay construction of the Library. Nothing herein is intended to modify the legal requirements of any governmental authority having jurisdiction with respect to any portion of the Project Site.

5.02 Control of Project Site. For the purpose of Project construction management and subject to the terms of this Agreement and in reliance upon the insurance requirements hereof, the Town transfers to County and the County accepts control of the Library Site at

all times from the effective date of this Agreement through and until Final Completion of Library and execution of Ground Lease. The County may delegate control of the Library Site, including on-site safety responsibilities, to its Construction Contractor, with appropriate contractual requirements protecting County and Town. All contractors performing work on the Project Site shall be contractually required to maintain insurance coverage in amount and kind reasonable to the work being performed and in limits no less than the requirements set forth in the County's General Conditions for the Contract for Construction.

5.03 Construction, Maintenance and Repair of Town Infrastructure to Support Library. The Town shall pay all costs for design, engineering, construction, operations and maintenance of the street and utility network defined as part of the Town Center Core Master Plan, which shall include the extension and realignment of existing Carolina Street to intersect with Town Hall Drive with a new roundabout configuration, which is proposed to form the southeastern edge of the property on which the Library will be located within the "Library Lease Area". As part of this street extension work, the Town shall design and construct domestic water, sanitary sewer and stormwater services, and coordinate the installation of fiberoptic service, gas and other utility service relocations along designated utility rights of way, for connection by the Library project. These utilities and street improvements shall be coordinated and constructed by the Town in a timely manner so as not to delay construction of the Library.

The County shall have no obligation for Town Infrastructure. The County's responsibility shall be limited to constructing and connecting its water, sewer, fiberoptic, gas, or other utility for the Library project to the utility services provided by the Town and described herein.

The County shall be responsible for installing temporary stormwater devices during construction of the library, which will be located on the Project Site but may be outside of the Library Site. Permanent stormwater devices to serve the Library shall be constructed, owned, and maintained by the Town.

5.04. Town Infrastructure. The Town warrants that it has encumbered funding sufficient to meet the obligations of this Section. The Town's responsibility for the Town Infrastructure as described in this Section 5 including all subparts is a material condition of the Ground Lease and the County's construction, operation, and maintenance of the Library, regardless of whether or when the remainder of the Project is constructed by the Town or a third party. The County shall not be required to expend any funds to complete Town Infrastructure not completed by Town or a third party.

5.05. Town Warranty of Title, Survey, and Condition of Property. The Town covenants with the County that the Town is seized of the property comprising the Library Site in fee simple, that the property is free and clear of all liens and encumbrances, that title to the Property is marketable, and that the Town will forever warrant and defend title to the property against the claims of all persons. The Town has no knowledge of any adverse fact or condition relating to the property comprising the Library site or any portion thereof that has not been specifically disclosed in writing to County including, without limitation, adverse soil conditions, toxic or hazardous waste or disposal sites,

buried trash or debris, radon gas, sinkholes, stump holes, integrity of dam structures, or geologic fault.

5.06. Time is of the Essence. All Town Responsibilities for Project Construction and Delivery which are necessary for the County to construct the Library and connect to necessary utilities shall be completed no later than February 2019.

5.07. Town Unified Development Ordinance Performance Guarantees. The parties agree that the Town shall waive all performance guarantees referenced in the Town's Unified Development Ordinance Section 8.1.4, related to the County's installation of public sidewalk as part of the Library project.

ARTICLE VI EXHIBITS AND RELATED DOCUMENTS

6.01 Exhibits

The following exhibits are attached hereto and incorporated by reference into this Agreement as if fully set forth herein:

- A. Exhibit "A" Library Project Site Plan
- B. Exhibit "B" Town Center Core Master Plan

6.02 Related Documents. The Parties acknowledge that the Ground Lease and Cross Access Agreements must be developed and shall be executed as soon as reasonably possible and in no event later than receipt of a certificate of occupancy for the project.

ARTICLE VII OTHER PROVISIONS

7.01 No Third-Party Beneficiaries. This Agreement is not intended for the benefit of any third party. The rights and obligations contained herein belong exclusively to the Parties hereto, and shall not confer any rights or remedies upon any person or entity other than the Parties hereto.

7.02 Ethics Provision. The Parties acknowledge and shall adhere to the requirements of N.C.G.S. 133-32, which prohibits the offer to, or acceptance by any state or local employee of any gift from anyone with a contract with the governmental entity or from a person seeking to do business with the governmental entity.

7.03 Governing Law, Venue. The Parties acknowledge that this Agreement shall be governed by the laws of the State of North Carolina. Venue for any disputes arising under this Agreement shall be in the courts of Wake County, North Carolina.

7.04 Entire Agreement. The terms and provisions herein contained constitute the entire agreement by and between the Parties hereto and shall supersede all previous

communications, representations or agreements, either oral or written between the Parties hereto with respect to the subject matter hereof.

7.05 Severability. If any provision of this Agreement shall be determined to be unenforceable by a court of competent jurisdiction, such determination will not affect any other provision of this Agreement.

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

7.07 Representations and Warranties. The Parties each represent, covenant and warrant for the other's benefit as follows:

- A. Each Party has all necessary power and authority to enter into this Agreement and to carry out the transactions contemplated by this Agreement, and this Agreement has been authorized by Resolution spread upon the minutes of each Party's governing body. This Agreement is a valid and binding obligation of each Party.
- B. Neither the execution and delivery of this Agreement, nor the fulfillment of or compliance with its terms and conditions, nor the consummation of the transactions contemplated by this Agreement, results in a breach of the terms, conditions and provisions of any agreement or instrument to which either Party is now a party or by which either is bound, or constitutes a default under any of the foregoing.
- C. To the knowledge of each Party, there is no litigation or other court or administrative proceeding pending or threatened against such Party (or against any other person) affecting such Party's rights to execute or deliver this Agreement or to comply with its obligations under this Agreement. The Party's execution and delivery of this Agreement, and its compliance with its obligations under this Agreement, does not require the approval of any regulatory body or any other entity the approval of which has not been obtained.

7.08 Dispute Resolution. Notwithstanding any other provision of this Agreement, either Party may contest any decision, action or inaction of the other Party, or an alleged failure of the other Party to comply with the terms of this Agreement. In the event of conflict or default that might arise for matters associated with this Agreement, the Parties agree to informally communicate to resolve the conflict. If any such dispute cannot be informally resolved, then such dispute, or any other matter arising under this Agreement, shall be subject to resolution in a court of competent jurisdiction. Such disputes, or any other claims, disputes or other controversies arising out of, and between the Parties shall be subject to and decided exclusively by the appropriate General Court of Justice of Wake County, North Carolina. Disputes.

7.09 No Waiver of Non-Compliance with Agreement. No provision of this Agreement shall be deemed to have been waived by any Party hereto unless such waiver

shall be in writing and executed by the same formality as this Agreement. The failure of any Party hereto at any time to require strict performance by the other of any provision hereof shall in no way affect the right of the other Party to thereafter enforce the same. In addition, no waiver or acquiescence by a Party hereto of any breach of any provision hereof by another Party shall be taken to be a waiver of any succeeding breach of such provision or as a waiver of the provision itself.

7.10 Governing Law. The Parties intend that this Agreement be governed by the law of the State of North Carolina.

7.11 Assignment. No Party may sell or assign any interest in or obligation under this Agreement without the prior express written consent of the other Parties.

7.12 Liability of Officers and Agents. No officer, agent or employee of any Party will be subject to any personal liability or accountability by reason of the execution of this Agreement or any other documents related to the transactions contemplated hereby. Such officers, agents or employees will be deemed to execute such documents in their official capacities only, and not in their individual capacities. This section will not relieve any such officer, agent or employee from the performance of any official duty provided by law.

7.13 Electronic Version of Agreement. Any Party may convert a signed original of the Agreement to an electronic record pursuant to a North Carolina Department of Natural and Cultural Resources approved procedure and process for converting paper records to electronic records for record retention purposes. Such electronic record of the Agreement shall be deemed for all purposes to be an original signed Agreement.

7.14 Iran Divestment Act. The Parties hereby certify that they, and all permitted subcontractors, if any, are not on the Iran Final Divestment List created by the North Carolina State Treasurer pursuant to N.C.G.S. 147-86.58.

7.15 Divestment from Companies Boycotting Israel. Any organization defined under NCGS 147-86.80(2), Divestment from Companies Boycotting Israel, shall not engage in business totaling more than \$1,000 with any company/business, etc. that boycotts Israel. A list of companies that boycott Israel is maintained by the NC Office of State Treasurer, pursuant to NCGS 147-86.81(a)(1). Any company listed as boycotting Israel is not eligible to do business with any State agency or political subdivision of the State.

7.16 Headings. Section and paragraph headings contained in this Agreement are solely for the convenience of the Parties and shall not affect in any way the meaning or interpretation of this Agreement.

7.17 Regulatory Authority. Nothing in this Agreement shall restrict or inhibit a Party's police powers or regulatory authority.

7.18 Further Actions. The Parties agree to cooperate fully and execute any and all further documents and to take all further actions that may be necessary to give full force and effect to the intent of this Agreement.

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IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed in their corporate names by their duly authorized officers, all as of the date first above written.

<p>TOWN OF MORRISVILLE, NORTH CAROLINA</p> <p>By: _____ Town of Morrisville Manager</p>	<p>This instrument has been pre-audited in the manner required by The Local Government Budget and Fiscal Control Act.</p> <p>_____</p> <p>Finance Officer Town of Morrisville, North Carolina</p>
<p>ATTEST:</p> <p>By: _____</p> <p>Clerk</p> <p>[Seal]</p>	<p>This instrument is approved as to form and legal sufficiency.</p> <p>_____</p> <p>Town of Morrisville, Attorney</p>
<p>WAKE COUNTY, NORTH CAROLINA</p> <p>By: _____ County Manager</p>	<p>This instrument has been pre-audited in the manner required by The Local Government Budget and Fiscal Control Act.</p> <p>_____</p> <p>Finance Director Wake County, North Carolina</p>
<p>[Seal]</p> <p>ATTEST:</p> <p>_____</p> <p>By _____</p> <p>Clerk</p>	<p>This instrument is approved as to form and legal sufficiency.</p> <p>_____</p> <p>County Attorney</p>

EXHIBIT B

TOWN CENTER CORE MASTER PLAN – “PROJECT SITE:”



MORRISVILLE
COMMUNITY
LIBRARY