

**THIRD AMENDMENT TO THE MEMORANDUM OF UNDERSTANDING (“MOU”)
REGARDING THE WAKEIII DEVELOPMENT PROJECT**

This **THIRD AMENDMENT to the MEMORANDUM OF UNDERSTANDING (“MOU”)** is made and entered into as of the date the last party executes (“Effective Date”) this AMENDMENT by and among **WAKE COUNTY**, a public body politic and corporate of the State of North Carolina (hereinafter referred to as “Wake County”); **WAKEMED**, a North Carolina non-profit corporation (hereinafter referred to as “WakeMed”); and **TRUSTEES OF WAKE TECHNICAL COMMUNITY COLLEGE**, for Wake Technical Community College established pursuant to N.C.G.S. Chapter 115D (hereinafter referred to as “Wake Tech”), collectively referred to as “the parties.”

RECITALS:

WHEREAS, the parties entered into a Memorandum of Understanding dated March 23, 2023, as amended by that certain First Amendment to the Memorandum of Understanding dated January 2, 2024 (the “First Amendment”) and the Second Amendment to the Memorandum of Understanding dated December 15, 2024 (the “Second Amendment”) (as amended, the “MOU”), for the joint development of a master plan of a health and education campus referred to as “WAKE3” or “WAKEIII”; and

WHEREAS, the MOU is set to expire on March 31, 2026, the parties rezoning application was approved by the City of Raleigh on October 15, 2024, and the parties have agreed upon updated schedules, processes, and property conveyances to be included in the WAKEIII Development Plan; and

WHEREAS, the parties desire to enter into this **THIRD AMENDMENT** in order to pursue the above-stated joint development and planning goals. All capitalized terms used but not otherwise defined herein shall have their respective meanings set forth in the MOU.

NOW THEREFORE, for and in consideration of the premises and covenants contained in the MOU, the sufficiency of which is hereby acknowledged, the parties agree to amend the MOU as follows:

1. Section 2 TERM shall be replaced in its entirety and read as rewritten:

“The term of this MOU shall commence on January 1, 2023, and end December 31, 2027, unless earlier terminated by written agreement of all of the parties. The parties may extend or modify this MOU by separate written agreement or addendum executed by all parties as required for carrying out the purposes set forth herein.”

2. Section 3 and Section 4 entitled WAKE COUNTY PARCELS and WAKE MED PARCELS shall be deleted in their entirety and replaced with the following:

“Section 3: PROPERTY CONVEYANCES:

Wake County holds title to several parcels upon which Wake Tech operates its Health Sciences Campus as identified in the attached Exhibit A-1. Wake Tech wishes to expand its Health Sciences Campus as part of the WAKEIII Development Plan. In addition, WakeMed desires to expand its medical campus as part of the WAKEIII Development Plan. As part of these expansions, (1) Wake Tech and WakeMed desire to acquire title to parcels owned by Wake County, and Wake County desires to convey such parcels to Wake Tech and WakeMed, and (2) Wake Tech also desires to acquire title to parcels owned by WakeMed or its subsidiaries, and WakeMed desires to convey such parcels to Wake Tech (collectively, the “Conveyances”), which Conveyances will be completed in 2 separate phases in accordance with the following:

a. Parcels to be conveyed by Wake County to Wake Tech (PHASE 1):

Wake County shall, at the request of Wake Tech, convey to Wake Tech fee simple title pursuant to G.S. §160A-274 and G.S. §115D-15.1I, to that certain parcel identified as “Pre-Lot 1” in the attached **Exhibit A-2**, consisting of approximately 7.65 acres (the “WC/WT Phase 1 Parcel”). The parties acknowledge that any conveyance of the WC/WT Phase 1 Parcel to Wake Tech (i) will be by Non-Warranty Deed, without the payment of any consideration by Wake Tech to Wake County, free and clear of (A) all rights of reversion, repurchase, conditions subsequent, and other deed restrictions, (B) all mortgages, deeds of trust, monetary liens, judgment liens, mechanic’s and materialmen’s liens, and other security interests, (C) parties in possession, and (D) and all leases, licenses, occupancy agreements, and other agreements for the use, occupancy or possession of the property (collectively, the “Unpermitted Encumbrances”) other than a temporary parking license agreement approved by Wake Tech and Wake County for the use of the parking deck located on the WC/WT Phase 1 Parcel, (ii) will be subject to approval of the Wake County Board of Commissioners, and (iii) may include covenants restricting use as approved by Wake County and Wake Tech. The parties further acknowledge that the conveyance of the WC/WT Phase 1 Parcel contemplated herein is conditioned on the parties recording (i) a subdivision and/or recombination plat creating the WC/WT Phase 1 Parcel and the WM/WT Phase 1 Parcels (as defined below) (the “Phase 1 Plat”), and (ii) an agreement between Wake Tech and WakeMed addressing access easements and common area and road construction and maintenance responsibilities associated with the private portions of Swinburne Street (the “Road Agreement”) prior to any conveyance. The parties acknowledge that Wake County shall not be a party to the Road Agreement and shall not have any funding or other obligations under the Road Agreement.

b. Parcels to be conveyed by WakeMed to Wake Tech (PHASE 1):

WakeMed shall, at the request of Wake Tech, convey to Wake Tech fee simple title to those parcels located south and east of the street identified as “Proposed Swinburne Street” shown in the attached **Exhibit A-2** (the “WM/WT Phase 1 Parcels”). As of the Effective Date, the parties anticipate that the WM/WT Phase 1 Parcels will include those parcels identified as “Pre-Lot 4(B)” consisting of approximately .55 acres, “Pre-Lot 5” consisting of approximately .51 acres, “Pre-Lot 6” consisting of approximately .99 acres, and “Pre-Lot 7” consisting of approximately 4.05 acres, all as shown in the attached **Exhibit A-2**, collectively totaling approximately 6.1 acres. The parties acknowledge that any conveyance of the WM/WT Phase 1 Parcels from WakeMed to Wake Tech (i) will be by Non-Warranty Deed, without the payment of any consideration by Wake Tech to WakeMed, free and clear of all Unpermitted Encumbrances, (ii) will be subject to approval of the WakeMed Board of Directors, (iii) may include covenants restricting use as approved by WakeMed and Wake Tech. Notwithstanding the foregoing, certain WakeMed parcels are subject to rights of reversion and conditions subsequent pursuant to that certain North Carolina Bill of Conveyance and General Warranty Deed dated March 26, 1997 and record at Book 7398, Page 795, Wake County registry (the “1997 WakeMed System Deed”). Encumbrances created by the 1997 Wake System Deed (“1997 Transfer Encumbrances”) are not Unpermitted Encumbrances, and WakeMed is not required to convey the WM/WT Phase 1 Parcels free and clear of the 1997 Transfer Encumbrances to the extent they apply to such parcels. To the extent that the WM/WT Phase 1 Parcels are subject to the 1997 Transfer Encumbrances, Wake County, WakeMed and Wake Tech agree to work together to remove such encumbrances, and Wake County hereby agrees to execute and record a release of the 1997 Transfer Encumbrances with respect to the WM/WT Phase 1 Parcels and the WM/WT Phase 2 Parcel upon conveyance of such parcels to Wake Tech. The parties further acknowledge that the conveyance of the WM/WT Phase 1 Parcels contemplated herein are conditioned on the parties recording the Phase 1 Plat and the Road Agreement.

c. Parcels to be conveyed by Wake County to WakeMed (PHASE 2):

Wake County shall, at the request of WakeMed, convey to WakeMed fee simple title pursuant to G.S. §160A-279, that certain parcel identified as “Lot 2-3” in the attached **Exhibit A-2**, consisting of

approximately 5.10 acres (the “WC/WM Parcel”) (the “WC/WM Conveyance”). The parties acknowledge that any conveyance of the WC/WM Parcel from Wake County to WakeMed (i) will be by Non-Warranty Deed, without the payment of any consideration by WakeMed to Wake County, free and clear of all Unpermitted Encumbrances, (ii) will be subject to approval of the Wake County Board of Commissioners, (iii) will include covenants restricting use as approved by Wake County and WakeMed, and (iv) will be conditioned on a leaseback agreement to Wake County for the continued occupation of 10 Sunnybrook Road until the County’s new Public Health Center is operational. The parties further acknowledge that the conveyances contemplated herein are conditioned on (i) conveyance of the WM/WT Phase 1 Parcels by WakeMed to Wake Tech if requested by Wake Tech as set forth above, and (ii) an obligation on part of WakeMed to work jointly with Wake Tech on the creation of a subdivision and/or recombination plat (the “Phase 2 Plat”) creating the WM/WT Phase 2 Parcel A and the WM/WT Phase 2 Parcel B (as each is defined below) subsequent to the conveyance . The parties acknowledge that Wake County shall not be a party to the Road Agreement and shall not have any funding or other obligations under the Road Agreement.

d. Parcels to be conveyed by WakeMed to Wake Tech (PHASE 2):

- i. WakeMed shall, at the request of Wake Tech, convey to Wake Tech fee simple title to that parcel identified as “Lot 4(A)” shown on the attached **Exhibit A-3**, consisting of approximately .31 acres (the “WM/WT Phase 2 Parcel A”) (the “First WM/WT Phase 2 Conveyance”). The parties acknowledge that any conveyance of the WM/WT Phase 2 Parcel A from WakeMed to Wake Tech (i) will be by Non-Warranty Deed, without the payment of any consideration by Wake Tech to WakeMed, free and clear of all Unpermitted Encumbrances, and (ii) will be subject to approval of the WakeMed Board of Directors. Notwithstanding the foregoing, 1997 Transfer Encumbrances are not Unpermitted Encumbrances, and WakeMed is not required to convey the WM/WT Phase 2 Parcel A free and clear of the 1997 Transfer Encumbrances to the extent they apply to such parcel. To the extent that the WM/WT Phase 2 Parcel A is subject to the 1997 Transfer Encumbrances, Wake County, WakeMed and Wake Tech agree to work together to remove such encumbrances. The parties further acknowledge that the conveyance of the WM/WT Phase 2 Parcel A contemplated herein is conditioned on the parties recording the Phase 2 Plat.
- ii. WakeMed shall, at the request of Wake Tech, convey to Wake Tech fee simple title pursuant to that certain parcel identified as “Lot 2” in the attached **Exhibit A-3**, consisting of approximately 1.0 acre (the “WM/WT Phase 2 Parcel B”) (the “Second WM/WT Phase 2 Conveyance”). The parties acknowledge that any conveyance of the WM/WT Phase 2 Parcel B to Wake Tech (i) will be by Non-Warranty Deed, without the payment of any consideration by Wake Tech to WakeMed, free and clear of all Unpermitted Encumbrances, and (ii) will be subject to approval of the WakeMed Board of Directors. The parties further acknowledge that the conveyance of the WM/WT Phase 2 Parcel B contemplated herein is conditioned on the parties recording the Phase 2 Plat.

Notwithstanding anything to the contrary herein, the parties hereby acknowledge and agree that there is no requirement that the WC/WM Conveyance occur simultaneously or concurrently with either the First WM/WT Phase 2 Conveyance or the Second WM/WT Phase 2 Conveyance, and that each such conveyance may occur separately from the others.

Section 4: INTENTIONALLY DELETED”

3. All of the terms and conditions included in the original MOU, the First Amendment and the Second Amendment shall remain in full force and effect through the term of this Third Amendment.

4. The parties shall receive approval and appropriation of funding for any recommended transfer(s) of land and any rights of access requiring the approval of their respective governing authorities.
5. Binding legal documents shall be created to memorialize any approved transfers or rights of access.
6. All other terms and conditions of the MOU shall remain in force and effect.

[Signature Page Follows]

IN TESTIMONY WHEREOF, WAKE COUNTY, WAKEMED, AND WAKE TECH through their authorized officers and by their own hands has hereunto set forth their hands and seals of the day and year first above written.

WAKE COUNTY

By: _____

Wake County Manager Or Designee

Date:

WAKEMED

By: _____

Title: _____

Date:

THE TRUSTEES OF WAKE TECHNICAL COMMUNITY COLLEGE

By: ____ _____

Dr. Scott Ralls, President

Date:

MEMORANDUM OF UNDERSTANDING
EXHIBIT A-1
EXISTING PROPERTY MAP



