

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

Section 1: PURPOSE

This Memorandum of Agreement (MOA) sets forth the framework for collaboration between Wake County (County), the Town of Holly Springs, NC (Town), and DHIC, Inc. and MyComputerCareer (MyCC) represented by Savills USA (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 memorandum 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 from the County to the Project Sponsors. 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 will 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 include commercial retail, entertainment, and office space for the headquarters of MyComputerCareer 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.

The scope of this MOA shall be limited to the time-period required to assure the delivery of satisfactory outcomes including, but not limited to, desired affordable housing units, economic development, mix of uses, site design, construction, and funding.

Nothing herein shall obligate any party to proceed with the Process or the funding thereof 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 to the Project Sponsors by the Wake County Board of Commissioners or a recommendation by Wake County staff for disposition of the Property 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. 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 shall be developed to fully address the rights and responsibilities of all participating parties as allowed by law.

Section 2: DISTRIBUTION OF RESPONSIBILITIES

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

The Project Sponsors will take the lead on Project Development including project delivery and design and achieving the development goals established in the RFP and due diligence milestones:

- a) The Project Sponsors shall include the construction of legally-binding, affordable units with a mixture of unit types on the site, and acknowledges those units will comply with County development and affordability standards; this MOA is expressly conditioned on development of said affordable units at the forefront of the development project
- b) The Project Sponsors acknowledge that the proposed project may require the property to be rezoned and subdivided
- 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 to meet the requirements
- d) The Project Sponsors agree to select a development partner to develop the commercial components of the Property
- e) 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.
- f) The Project Sponsors will work with the County regarding financing for the residential component of the development and will ensure the project is submitted for consideration and adheres to eligibility requirements outlined in the County programs, including the County Affordable Housing Development Program (AHDP) the Project Sponsors will negotiate with the County to confirm a sell price.
- g) The County recognizes the proposed \$1 million offer for the 11.4 Acres of the site for commercial development

The Town will take the lead on finding opportunities to ensure optimal progression of the development proposal through the Town's entitlement 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 ~~are developed~~ 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
- e) The Town will consider requests from the Project Sponsors on fee waivers, expedited entitlement processes, and/or contributions to the development
- f) The Town will work with developers through scoping meeting, rezoning, subdivision, development (site plan) review, detail construction/civil reviews, and building permits
- g) 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 and Process Facilitation

- 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
- c) The County will ensure the conveyance meets regulatory standards, public purpose requirements, and disposition priorities
- d) The County will not close on the sale 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
- f) The County agrees to work with the Town regarding the timeline of the process
- h) The Project Sponsors will negotiate with the County to confirm a sell price. The County recognizes the proposed \$1 million offer for the 11.4 Acres of the site for commercial development
- g) The County 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
- h) 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.
- i) 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 and Property subdivision.

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 for the period of beginning after the signing of the MOA through Closing on the property. The period of collaboration may be extended through mutual written agreement among the participants. Any participant may withdraw from this MOA with or without cause upon written notice to the other participants with a 30-day notice. Entering into this MOA commits no funding from any party for work done during the period covered. The cost of staff time will be borne by each party for their own staff. 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. / MYCOMPUTERCAREER

By: _____
Natalie Britt
Vice President, DHIC, INC.

Date: _____

Federal Tax ID#: _____

113 S. Wilmington Street
Raleigh, NC 27601

By: _____
Tony Galati
Founder and CEO, MyComputerCareer, Inc

Date: _____

Federal Tax ID#: _____

346 Raleigh Street
Holly Springs, NC 27540

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

WAKE COUNTY, NORTH CAROLINA

By: _____
Wake County Manager or Designee

Date: _____

By: _____
Lorena McDowell, MPNA
Wake County Housing Director

Date: _____

Federal Tax ID#: 56-6000347

P.O. Box 550
Suite 440 WCOB
Raleigh, NC 27602
