

**Memorandum of Understanding Between
Fayetteville State University and the City of Fayetteville
CATALYST I**

THIS AGREEMENT, made and entered into this the 1st day of July, 2023, by and between the FAYETTEVILLE STATE UNIVERSITY (hereinafter referred to as "FSU"); and the CITY OF FAYETTEVILLE (hereinafter referred to as "CITY").

WITNESSETH:

THAT WHEREAS, the CITY has property identified as Catalyst I that is available for development for housing and economic development; and

WHEREAS, FSU and/or one of its affiliated entities has an interest in developing property to provide student housing for its students and economic development for the University and the surrounding communities;

WHEREAS, the parties believe that their objectives can be met with the development of student housing and other development on the Catalyst I site; and

WHEREAS, FSU needs access to the site to develop a proposal to present to the CITY.

NOW, THEREFORE, for and in consideration of the mutual promises to each other, as hereinafter set forth, the parties hereto do mutually agree as follows:

A. RESPONSIBILITIES OF THE PARTIES

1. The CITY will provide FSU with full and exclusive access to the Catalyst I site, as shown in Attachment 1 of this Agreement, and provide FSU with all publically available information about the site.
2. FSU will take all necessary steps to provide CITY with a full development proposal to include, but not limited to, site plans, architectural elevations, and a financial proposal and provide the CITY with a written progress report every six (6) months on the steps it has taken towards the development proposal.

B. GENERAL TERMS:

1. **Termination:** This Memorandum of Understanding may be terminated by either party giving the other thirty (30) days advanced written notice of such intent. (Such termination for convenience shall not affect the payment obligations for work completed prior to the notice of termination.) Neither party shall enter into or otherwise create new obligations relative to this Memorandum of Understanding following receipt of such notice, without the written consent of the other party.
2. **Effective Date:** This Agreement is effective as of the date of signature by all authorized representatives indicated below and the terms and conditions shall continue for three years thereafter. This Agreement may be extended or amended to allow for related cooperative efforts by mutual agreement of the parties.
3. **Notices:** Unless otherwise provided herein, all notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally in hand or sent by certified mail, return receipt requested, postage prepaid, and addressed to the appropriate

party(s) at the following address or to any other person at any other address as may be designated in writing by the parties:

Fayetteville State University Darrell T. Allison, JD Chancellor 1200 Murchison Road Fayetteville, NC 28301	City of Fayetteville Office of the City Manager 433 Hay Street Fayetteville, NC 28301
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Notices shall be effective upon receipt regardless of the form used.

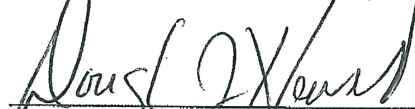
4. **Entire Agreement:** This Agreement constitutes the entire agreement of the parties and is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions and agreements that have been made in connection with the subject matter hereof. No modifications or amendments to this Agreement shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto. All prior negotiations, agreements and understandings with respect to the subject matter of this Agreement are superseded hereby.
5. **Amendment:** This Agreement may be amended or revised only in writing and signed by all parties.
6. **Severability:** In the event any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the Agreement which shall remain in full force and effect and enforceable in accordance with its terms.
7. **Governing Law:** This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of North Carolina.

IN WITNESS THEREOF, the parties have executed this Agreement in duplicate originals, one of which is retained by each of the parties, effective the day and year first above written.

ATTEST:


PAMELA MEGILL, City Clerk
JENNIFER AIRE, DEPUTY CITY CLERK

CITY OF FAYETTEVILLE:


DOUGLAS J. HEWETT, ICMA-CM
City Manager

07/11/23
Date

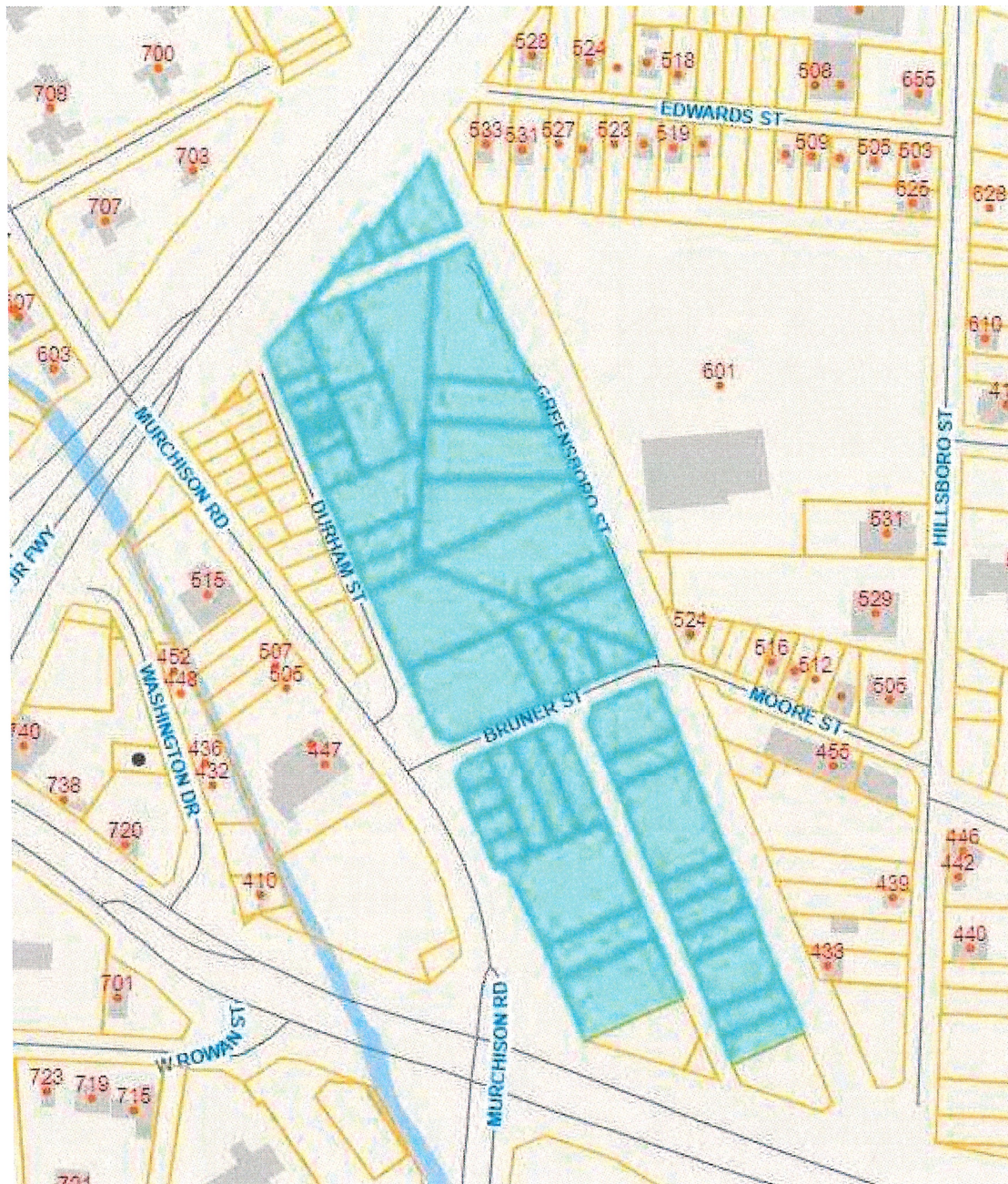


FAYETTEVILLE STATE UNIVERSITY:


Darrell T. Allison, JD
Chancellor
6-21-2023
Date

Attachment 1

Map and List of Parcels Located at Catalyst I site



Parcel Identification Number	Property Description	Acreage	GIS Address
0437-38- 4393	IMP 536 E/S DURHAM ST	0.15	536 DURHAM ST
0437-38- 5223	IMP 532 DURHAM ST	0.06	532 DURHAM ST
0437-47- 0246	IMP 412 E/S MURCHISON RD	0.28	412 MURCHISON RD
0437-47- 3124	IMP 421 W/S GREENSBORO ST	0.16	421 GREENSBORO ST
0437-47- 3140	VAC 411 W/S GREENSBORO ST	0.16	411 GREENSBORO ST
0437-37- 7866	VAC E/S DURHAM ST	0.7	0 DURHAM ST
0437-38- 8035	VAC W/S GREENSBORO ST ODD SHAPE LT	0.59	0 GREENSBORO ST
0437-37- 8723	3 VAC N/S BRUNER ST	0.6	0 BRUNER ST
0437-37- 9917	LOT 511 W/S GREENSBORO ST	0.74	511 GREENSBORO ST
0437-47- 0865	1 VAC W/S GREENSBORO ST	0.26	0 GREENSBORO ST
0437-47- 0902	0.16 AC LD	0.16	0 GREENSBORO ST
0437-37- 8468	IMP 424 MURCHISON RD	0.07	424 MURCHISON RD
0437-37- 8483	200 X 200 PT 10-16	0.06	0 ? DR
0437-37- 8527	IMP 428 MURCHINSON RD	0.07	428 MURCHISON RD
0437-37- 8543	IMP 426 MURCHINSON RD	0.08	426 MURCHISON RD
0437-37- 9503	VAC 613 BRUNER ST	0.22	613 BRUNER ST
0437-37- 9555	VAC 611 BRUNER ST	0.22	611 BRUNER ST
0437-37- 9596	IMP 609 S/S BRUNER ST	0.22	609 BRUNER ST
0437-47- 0188	CROSS ROADES DR IN E/S MURCHISON RD & ROWAN ST	0.52	408 MURCHISON RD
0437-38- 5217	IMP 534 E/S DURHAM ST	0.06	534 DURHAM ST
0437-38- 5231	LT 18 X 75 E/S DURHAM ST	0.03	530 DURHAM ST
0437-37- 9799	0.18 AC BRUNER ST	0.18	0 BRUNER ST
0437-47- 0769	RES 501 GREENSBORO ST	0.11	501 GREENSBORO ST
0437-38- 5149	LT 16 X 75 E/S DURHAM ST	0.03	0 DURHAM ST
0437-38- 5157	0.06 AC LD	0.06	526 DURHAM ST
0437-47- 2327	431 W/S GREENSBORO ST	0.17	431 GREENSBORO ST
0437-47- 2343	VAC W/S GREENSBORO ST	0.16	0 GREENSBORO ST
0437-47- 2291	IMP 423 W/S GREENSBORO ST	0.32	423 GREENSBORO ST
0437-38- 6050	IMP 520 E/S DURHAM ST	0.15	520 DURHAM ST
0437-47- 1606	100 X 140 IMP W/S GREENSBORO ST	0.32	441 GREENSBORO ST
0437-38- 8155	0.56 AC LD	0.56	0 GREENSBORO ST
0437-37- 6964	0.12 AC LD	0.12	0 DURHAM ST
0437-38- 6047	522 E/S DURHAM ST	0.38	522 DURHAM ST
0437-38- 5173	IMP 524 E/S DURHAM ST	0.11	524 DURHAM ST
0437-38- 6207	0.34 AC LD	0.34	0 ? DR
0437-38- 7306	LOT HUBBARD ST (0.73 AC)	0.73	0 HUBBARD ST
0437-38- 8318	LOT W/S GREENSBORO ST	0.66	541 GREENSBORO ST
0437-38- 8244	521 W/S GREENSBORO ST	0.35	521 GREENSBORO ST
0437-37- 9738	IMP 606 N/S BRUNER ST	0.17	606 BRUNER ST
0437-38- 7539	LOT W/S GREENSBORO ST	0.25	0 GREENSBORO ST
0437-38- 6564	IMP 610 N/S HUBBARD ST	0.08	610 HUBBARD ST
0437-38- 5499	.09 AC LD	0.09	0 N/A DR

0437-47- 1539	4 VAC W/C GREENSBORO ST	0.16	0 ? DR
0437-47- 1478	VAC W/S GREENSBORO ST 140 X 50	0.61	0 ? DR
0437-47- 2268	IMP 425 W/S GREENSBORO ST	0.16	425 GREENSBORO ST
0437-38- 6214	0.34 AC LD	0.34	0 ? DR
0437-47- 0307	0.78 AC CHEN LD	0.78	414 MURCHISON RD