

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

THIS AGREEMENT, made and entered into this the 1<sup>st</sup> 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:

|                                                                                                                               |                                                                                                       |
|-------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------|
| <b>Fayetteville State University</b><br>Darrell T. Allison, JD<br>Chancellor<br>1200 Murchison Road<br>Fayetteville, NC 28301 | <b>City of Fayetteville</b><br>Office of the City Manager<br>433 Hay Street<br>Fayetteville, NC 28301 |
|-------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------|

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 MCGILL, City Clerk  
JENNIFER AIRE, DEPUTY CITY CLERK

CITY OF FAYETTEVILLE:

  
DOUGLAS J. HEWETT, ICMA-CM  
City Manager

07/11/23  
Date



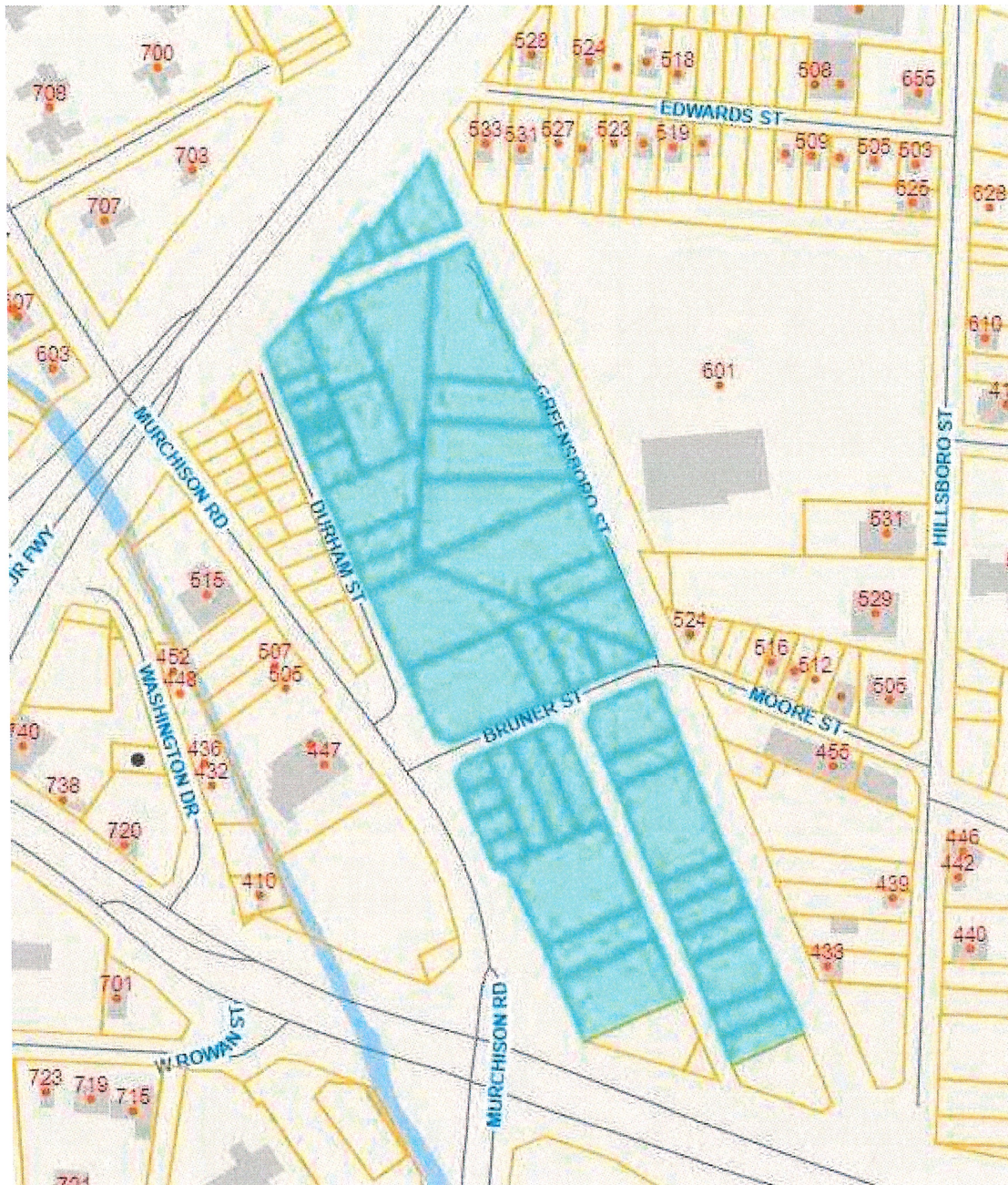
FAYETTEVILLE STATE UNIVERSITY:

  
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  |