

**INTERLOCAL AGREEMENT FOR
THE WESTERN INTAKE PARTNERSHIP
REAL ESTATE**

This INTERLOCAL AGREEMENT FOR THE WESTERN INTAKE PARTNERSHIP REAL ESTATE, made and entered into this the 7 day of AUGUST 2023 (the "Agreement"), by and between Chatham County, one of the one hundred counties of the State of North Carolina and a body both politic and corporate, and the City of Durham, a municipal corporation organized and existing under the laws of North Carolina ("Party" or "Parties").

WHEREAS, Chatham County, the City of Durham, Town of Pittsboro, and Orange Water and Sewer Authority ("Partner" or "Partners") have been working cooperatively since 2012 as the Western Intake Partnership ("WIP") to plan for the construction of facilities on the western side of Jordan Lake to obtain access to their Jordan Lake allocations; and

WHEREAS, N.C. Gen. Stat. § 160A-461 authorizes units of local government to enter into interlocal agreements with each other to execute any undertaking and allows the participating units to determine the reasonable duration of the agreements; and

WHEREAS, the Partners executed a Memorandum of Agreement in June 2019, and amended in August 2020 and June 2023, ("WIP Agreement") for the WIP to begin the preliminary field evaluations, permitting work, and determine a system of future governance of a regional water treatment facility all prior to design and construction work; and

WHEREAS, the WIP facilities, built by the Western Intake Partnership, includes, but is not limited to a raw water intake on Jordan Lake, transmission and pumping facilities from the intake to a Regional Water Treatment Facility, the treatment facilities, and finished water transmission facilities, including storage tanks and pumping stations, connecting to points of delivery with the Pittsboro, Chatham County and Durham water distribution systems (the "WIP Facilities"); and

WHEREAS, Chatham County is a Partner and will benefit directly from the WIP Facilities; and

WHEREAS, the WIP Agreement designates the City of Durham as the Lead Agency, responsible for entering into any contracts on behalf of the WIP; and

WHEREAS, all Partners will have a shared interest in the WIP facilities based on their assigned capacity from the WIP facilities, but the City of Durham will hold the title to any real property; and

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WHEREAS, Orange Water and Sewer Authority ("OWASA") purchased property at the intersection of Seaforth Road and North Pea Ridge Road in 1989 ("Seaforth Property") for the purpose of building infrastructure to access Jordan Lake water supply; and

WHEREAS, the Partners plan to build the WIP Regional Water Treatment Facility on the Seaforth Property; and

WHEREAS, OWASA plans to convey the Seaforth Property to Durham for the location of the WIP Facilities; and

WHEREAS, the City of Durham will submit an application to Chatham County seeking the rezoning of the Seaforth Property to light industrial, which will allow the property to be used as the site of the WIP Regional Water Treatment Facility; and

WHEREAS, the City of Durham and OWASA will complete the conveyance of the Seaforth Property to the City of Durham after the City of Durham submits the rezoning application, but prior to the rezoning public hearing before the Chatham County Board of Commissioners; and

WHEREAS, the Partners will need to acquire additional property (whether by easement or fee simple interest) within Chatham County in order to transmit finished water from the Regional Water Treatment Facility to the points of delivery to the Pittsboro, Chatham County and Durham water distribution systems; and

WHEREAS, most of the WIP Facilities will be located within Chatham County; and

WHEREAS, N.C. Gen. Stat. § 160A-461 authorizes units of local government to enter into interlocal agreements with each other to execute any undertaking and allows the participating units to determine the reasonable duration of the agreements; and

WHEREAS, N.C. Gen. Stat. § 153A-15 requires that before any unit of local government acquires an interest in property that is located wholly or primarily in a county within which it is not located, it must first have the approval of the county board of commissioners of the county in which the land is located.

NOW, THEREFORE, for and in consideration of the recitals and the mutual promises and covenants contained in this Agreement, the Parties agree as follows:

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- 1) Real Estate Acquisitions. Pursuant to N.C. Gen. Stat. § 153A-15, Chatham County authorizes the City of Durham to acquire any interest in land in Chatham County that is necessary to allow for the construction and operation of the water infrastructure contemplated for the Western Intake Partnership Facilities, by any means available to the City of Durham, including use of its condemnation authority, if necessary. Additionally, the parties to this Agreement agree to work cooperatively to facilitate the real estate transactions required for the WIP Facilities.
- 2) Duration, Amendment and Termination. The term of this Agreement shall begin upon the approval of the second Party and shall last until December 31, 2033. The Agreement may be terminated, or extended, upon mutual written agreement of both Parties. This Agreement may be amended with the written approval of both Parties.
- 3) Miscellaneous Provisions.
 - a) The singular of terms used in the Agreement shall include the plural, and the masculine shall include the feminine, and vice versa.
 - b) A signed copy of this Agreement shall be considered as original.
 - c) The Parties, and all subcontractors, shall comply with the E-Verify requirements of Article 2, Chapter 64, of the North Carolina General Statutes.
 - d) Service or all notices under this Agreement shall be sufficient, if given personally, by registered or certified mail, return receipt requested, and mailed to the party involved at the address and to the attention of the person set forth below, or to such other person or address as said party may provide in writing from time to time. Any such notice mailed to such address shall be effective upon the date received as shown by the return receipt or otherwise.

CHATHAM COUNTY
Public Utilities Director
PO Box 910
Pittsboro, NC 27312

CITY OF DURHAM
Director
Department of Water Management
101 City Hall Plaza
Durham, NC 27701

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IN WITNESS WHEREOF, Chatham County has caused this instrument to be executed by its Chairman of the Board of Commissioners, attested by its Clerk and its seal to be affixed, all by authority of its governing board, first duly given. The City of Durham has caused this instrument to be executed by its Mayor, attested by its Clerk and its municipal seal to be affixed, all by authority of its governing board, first duly given.

Chatham County

Kara A. Howard (seal)

By: Chair, Chatham County Board of Commissioners

Attest:

Lindsay K. Clay

County Clerk



This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

Roy Lynch

By:

[signatures continued on next page]



Agreement for WIP Real Estate

City of Durham

Wanda S. Page

(seal)

By: ~~City Manager~~
City Manager

Attest:
Attest:

Dianalynn Schreiber

City Clerk
Dianalynn Schreiber
City Clerk - Durham, NC



This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

Sheilah Faucette

By:
Sheilah Faucette
Deputy Finance Officer
City of Durham