

Amy Harvey

From: Ralph Karpinos
Sent: Monday, July 15, 2019 2:33 PM
To: Maurice Jones; Flo Miller; Mary Jane Nirdlinger; Allen Buansi; Donna Bell; Hongbin Gu; Jess Anderson; Karen Stegman; Michael Parker; Nancy Oates; Pam Hemminger; Rachel Schaevitz
Cc: Jeanne Brown; Amy Harvey; Sabrina Oliver; Ben Hitchings; Judy Johnson
Subject: RE: Greene Tract History- Please distribute to the Chapel Hill Town Council for tonight's Meeting
Attachments: Scan__20190715_124118.pdf

Mayor and Council:

The summary history sent to you by Orange County this morning had been provided to you previously and is in the agenda materials for tonight's meeting.

Regarding the third line in that History, summarizing the 1999 events, the actual language excerpted from the Agreement signed by the three local governments in 1999 pertaining to plans for the future use of the Greene Tract is attached above.

Ralph
Ralph Karpinos
Chapel Hill Town Attorney
405 Martin Luther King Jr. Blvd.
Chapel Hill NC 27514
919-968-2746



From: Amy Harvey
Sent: Monday, July 15, 2019 1:49 PM
To: Maurice Jones <mjones@townofchapelhill.org>; Flo Miller <fmiller@townofchapelhill.org>; Mary Jane Nirdlinger <mnirdlinger@townofchapelhill.org>; Ralph Karpinos <rkarpinos@townofchapelhill.org>; Sabrina Oliver <soliver@townofchapelhill.org>; Town Council <mayorandcouncil@townofchapelhill.org>; Judy Johnson <jjohnson@townofchapelhill.org>; Ben Hitchings <bhitchings@townofchapelhill.org>; Allen Buansi <abuansi@townofchapelhill.org>; Donna Bell <dbell@townofchapelhill.org>; Hongbin Gu <hgu@townofchapelhill.org>; Jeanne Brown <jbrown2@townofchapelhill.org>; Jess Anderson <janderson@townofchapelhill.org>; Karen Stegman <kstegman@townofchapelhill.org>; Michael Parker <mparker@townofchapelhill.org>; Nancy Oates <noates@townofchapelhill.org>; Pam Hemminger <phemminger@townofchapelhill.org>; Rachel Schaevitz <rschaevitz@townofchapelhill.org>
Cc: Jeanne Brown <jbrown2@townofchapelhill.org>; Travis Myren <tmyren@orangecountync.gov>; Donna Baker <dbaker@orangecountync.gov>; David Hunt <dhunt@orangecountync.gov>; Donna Baker <dbaker@orangecountync.gov>
Subject: FW: Greene Tract History- Please distribute to the Chapel Hill Town Council for tonight's Meeting

Good afternoon

Please see the attached information for tonight's 7:15 p.m. meeting, forwarded as requested.

Amy Harvey

From: Donna Baker <dbaker@orangecountync.gov>

Sent: Monday, July 15, 2019 8:48 AM

To: Amy Harvey <aharvey@townofchapelhill.org>; Sabrina Oliver <soliver@townofchapelhill.org>

Cc: Maurice Jones <mjones@townofchapelhill.org>; Jeanne Brown <jbrown2@townofchapelhill.org>; Travis Myren <tmyren@orangecountync.gov>; Donna Baker <dbaker@orangecountync.gov>; David Hunt <dhunt@orangecountync.gov>

Subject: FW: Greene Tract History- Please distribute to the Chapel Hill Town Council for tonight's Meeting

External email: Don't click links or attachments from unknown senders. To check or report forward to reportspam@townofchapelhill.org

Amy/Sabrina,

Please forward the attached information to your Town Council for tonight's meeting and please distribute hard copies to them at the meeting tonight.

Thank you.

Donna S. Baker
Clerk to the Board
Orange County Board of Commissioners
200 South Cameron Street
P.O. Box 8181
Hillsborough, NC 27278
Work- (919) 245-2130
Cell: 919-428-3212
dbaker@orangecountync.gov

From: Travis Myren

Sent: Monday, July 15, 2019 8:36 AM

To: Donna Baker

Subject: Greene Tract History

Chair Rich asked that we send this to the Chapel Hill Clerk for hard copy distribution to council members at tonight's meeting.

Travis

Travis W. Myren
Deputy County Manager
John M. Link Jr. Government Services Center
200 S. Cameron Street
Hillsborough, NC 27278
O: 919-245-2308
C: 608-345-1526
tmyren@orangecountync.gov



2000 Agreement for Solid Waste Management

5. The Greene Tract will remain a landfill asset. Sixty acres of the Greene Tract will be reserved for solid waste management purposes, and the three owners will work together to determine the ultimate use of the remainder.

The Parties agree that the Greene Tract remains a landfill asset.

Chapel Hill, Carrboro and the County (the "Greene Tract Owners") will transfer to the County title to that portion of the Greene Tract described on Exhibit E, which contains approximately sixty acres. The County may use the property described on Exhibit E for System purposes. The County states its current intention not to bury mixed solid waste or construction and demolition waste on any portion of the Greene Tract. The County states its recommendation to future County Governing Boards that the County make no such burial.

The deed to this property will include a restriction prohibiting the use of the property described on Exhibit E for burying mixed solid waste or construction and demolition waste. This restriction becomes effective at the same time that the zoning change described in the next paragraph is effective; and it will remain effective so long as zoning remains effective which allows solid waste management uses, other than burial of mixed solid waste or construction and demolition waste, as permitted uses as described in the next paragraph.

Chapel Hill agrees to commence, and states its current intent to complete, the process to make solid waste management uses not including burial of mixed solid waste or construction and demolition waste, but expressly including, but not limited to, a solid waste transfer facility and a materials recovery facility, uses of the Exhibit E property "permitted" uses under The Chapel Hill Development Code/Ordinance, subject only to staff level site plan and similar reviews and not subject to special use or similar processes. Chapel Hill agrees to provide the other Parties with a plan, including a planned schedule of reviews and approvals, to process the zoning change described in this paragraph.

The Parties agree that nothing that they have agreed to herein constitutes an agreement on the part of Chapel Hill to zone the Exhibit E property in a particular way. It is instead, an agreement that if the Exhibit E property is zoned a particular way one event will follow and if the Exhibit E property is not zoned in a particular way another event will follow.

The Greene Tract Owners agree to bargain together in good faith and with all due diligence, and to use their respective best efforts, to determine an ultimate use or disposition of the remainder of the Greene Tract as soon as possible and in any event by December 31, 2001, or two years after the effective date, whichever is later. During this "bargaining period," no Greene Tract Owner shall make any use of the remaining portion of the Greene Tract without the consent of the other Greene Tract Owners.

The Greene Tract Owners agree that among the issues to be addressed in the bargaining process are (1) the specific future uses, or ranges of use, to be made of the remainder of the Greene Tract (including issues of devoting different portions to different uses, devoting portions to public uses and the possibility of making portions available for sale or private use), and (2) whether to impose specific use restrictions, either through deed restrictions or through governmental regulation. The Greene Tract Owners agree that during the "bargaining period" each should provide opportunity for public comment on possible or proposed uses or dispositions.

During the "bargaining period," no Greene Tract Owner shall (1) file any legal action or proceeding to force any sale or division of the Greene Tract, or (2) enter into any agreement to sell, mortgage or otherwise transfer all or any part of its ownership interest in the Greene Tract, in either case without the consent of the other Greene Tract Owners. To the extent permitted by law, Chapel Hill agrees not to initiate any proceeding to rezone any portion of the Greene Tract during the "bargaining period," without the consent of the other Greene Tract Owners. Execution and delivery of this Agreement by the Greene Tract Owners constitutes consent of the Greene Tract Owners for Chapel Hill to rezone the Exhibit E property as described in this Part 5. Chapel Hill states its current intent to accommodate any agreed-upon future uses or range of uses of the remainder of the Greene Tract in its Development Code/Ordinances and states its recommendation to future Chapel Hill Governing Boards to the same effect.

After the "bargaining period" is completed, namely, the day after the last day of the bargaining period, no Greene Tract Owner shall (1) file any legal action or proceeding to force any sale or division of the Greene Tract, or (2) enter into any agreement to sell, mortgage or otherwise transfer all or any part of its ownership interest in the Greene Tract, in either case without giving the other Greene Tract Owners at least 60 days' prior notice of such filing or entering into an agreement. In addition, after the "bargaining period" is completed, any Greene Tract Owner may give 60 days' prior notice of an election to be no longer bound by the above restrictions pertaining to the uses of and whether to impose use restrictions on the remainder of the Greene Tract, and such election shall be effective at the end of the notice period.

The Parties agree that any non System use of any portion of the remainder of the Greene Tract or any disposition of any portion of the remainder of the Greene Tract shall result in payment to the County of the Reimbursement Amount for deposit in the System enterprise fund.

6. The County will finance community benefits from System funds to the extent legally permissible.

The Parties will cooperate to provide public benefits to the community of residents and property owners in the neighborhood of the existing landfill.