

**INTERLOCAL AGREEMENT  
FOR THE DEVELOPMENT AND OPERATION OF  
THE HOLLOW ROCK PORTION OF THE NEW HOPE PRESERVE  
BETWEEN  
DURHAM COUNTY, ORANGE COUNTY AND TOWN OF CHAPEL HILL**

**THIS INTERLOCAL AGREEMENT** is made and entered into this the 8th day of June 2015, by **ORANGE COUNTY**, a political subdivision of the State of North Carolina, hereinafter referred to as “Orange County,” and **DURHAM COUNTY**, a political subdivision of the State of North Carolina, hereinafter referred to as “Durham County,” and the **TOWN of CHAPEL HILL**, a North Carolina municipal corporation, hereinafter referred to as “Chapel Hill;” collectively referred to as “the Parties.” This Agreement is made as an Interlocal Agreement pursuant to Part I, Article 20 of Chapter 160A of the General Statutes of North Carolina.

**WITNESSETH:**

WHEREAS, the Parties own certain adjacent real property known collectively as the Hollow Rock Access Area, (hereinafter referred to as “the Park”), of which 43 acres plus or minus are located in and owned by Orange County, and 32 acres plus or minus are located in and owned by Durham County, and 2 acres plus or minus are located in Durham County and owned by Chapel Hill, a map of which property is attached hereto as Exhibit A; and

WHEREAS, Orange County, Durham County, Chapel Hill, and the City of Durham participated in the cost of acquiring the property for the Park in order to assure that the Park is preserved for open space and low-impact recreational public use; and

WHEREAS, Orange County, Durham County, Chapel Hill, and the City of Durham adopted a master plan for the Park in 2009-2010 (hereinafter referred to as “Master Plan”), a map of which is attached hereto as Exhibit B; and

WHEREAS, Orange County and Durham County have agreed to monitor and protect sensitive natural and cultural resources known to exist on the Park property; and

WHEREAS, Orange County, Durham County, and Chapel Hill have agreed to make portions of the Park available for low-impact outdoor recreational purposes, including walking trails, nature study, cultural resource interpretation, picnic areas, and other educational and recreational uses; and

WHEREAS, Orange County, Durham County, and Chapel Hill agree that Orange County and Durham County should operate and maintain the Park consistent with the adopted master plan and to the mutual benefit of residents of both counties during the term of this Agreement and any subsequent extended term thereof, pursuant to N.C. Gen. Statute 160A-355, N.C. Gen. Statute 160A-460 *et seq.*, and other applicable law; and

WHEREAS, although the City of Durham contributed funds to the purchase of the property, the City of Durham is not a signatory to this Agreement pertaining to the operations and maintenance of the Park; and

WHEREAS, Durham County applied for and was awarded a NC Recreational Trails Program grant in the amount of \$200,000 towards the construction of the initial facilities and amenities, with said grant requiring \$50,000 in local matching funds to be shared equally by Durham and Orange counties; and

WHEREAS, Orange County and Durham County desire to share revenues and expenses equally for the joint use and mutual benefit of the residents of both counties; and

WHEREAS, the parties hereto desire to enter into this Interlocal Cooperation Agreement to set forth their respective participation, obligations and rights related to the acquisition and development of the Property and the surrounding open space areas.

NOW, THEREFORE, in consideration of the mutual covenants, promises and agreements contain herein, the Parties hereto agree as follows:

I. Purpose. The purpose of this Agreement is to set forth the undertakings of the Parties hereto with regard to their respective contributions, obligations, and participation in the multi-jurisdictional operation and management of the Park.

## II. General

1. Site Name. The official name of the Park shall be "Hollow Rock Nature Park." Orange County will install a prominent sign, consistent with Orange County zoning regulations, at the Erwin Road entrance to the park.
2. Master Plan. The Master Plan, which was adopted by the Parties along with the City of Durham in 2009-2010, incorporates all property and facilities within the Park, both existing and proposed. Any amendments to the Master Plan shall be presented to the elected boards of the Parties for approval.
3. Management Plan. A Management Plan will be developed jointly by Orange and Durham counties and presented to the elected boards of the Parties for approval. The Management Plan is a long-term stewardship and general programmatic usage document detailing management of the natural, biological, cultural and human-made features of the Park, in keeping with the Master Plan. The Management Plan will be presented to the elected boards of the Parties for adoption within two years of the execution of this Agreement.
4. Names on Facilities. Any formal naming of facilities or amenities (e.g., trails, shelters) or acknowledgment of people or entities on signage (e.g., project partners, monetary contributors, etc.) will be in accordance with the Management Plan.

5. Ownership. The land shall continue to be owned as separate and individual parcels with Orange County owning the approximately 43 acres located in Orange County, Durham County owning approximately 32 acres located in Durham County, and Chapel Hill owning approximately 2 acres located in Durham County. Unless agreed otherwise between the parties, each governing body holding ownership shall be liable for and maintain the property in a manner consistent with the Management Plan.
  - a) Conservation Easements. The Parties recognize that portions of the Park were acquired with grants from the NC Clean Water Management Trust Fund and NC Ecosystem Enhancement Program, and that there are conservation easements encumbering the property as a result of those grants. The conservation easements are recorded at the Orange County Register of Deeds, Book 3197 Page 379, the Orange County Register of Deeds, Book 4065 Page 429, the Orange County Register of Deeds, Book 5106 Page 254, and at the Durham County Register of Deeds, Book 6659 Page 122.
  - b) Additional Land. As opportunities develop in the future, additional land areas may be considered by the Parties for potential acquisition to expand the Park boundaries. Amendments to the Master Plan to include the additional land will be initiated through the joint county and town staff, with recommendations to the Parties' elected boards for approval. If the proposed additional land requires additional costs for maintenance and/or operations, then the additional costs for land acquisition, operations, and maintenance shall be negotiated and approved by the Parties' elected boards. If, however, the additional land is located in only one of the counties, and its acquisition would have no financial impact on costs associated with Park operations and maintenance, then the purchase of the proposed land may be made by the county in which the land is located. If the land is located in both counties, the Parties' elected boards must approve the purchase and must approve the manner in which title to the land is conveyed.

### III. Site Management

1. Allowed Uses. The Park shall be open and available to the general public regardless of race, ethnicity, gender, color, creed, age, disability, familial status, marital status, veteran status, sexual orientation, gender identity or expression, political or religious affiliation, or national origin. The Parties, through their respective elected boards, with input from a citizen advisory committee and other members of the public, have agreed on what uses will and will not be allowed in the Park in accordance with the Master Plan. Modification of the approved uses will be considered through the joint county and town staffs and recommended for consideration and mutual approval by the Parties' elected boards.
2. Policies and Regulations. Orange County and Durham County shall approve a joint set of rules, regulations, ordinances, policies, and fees to be implemented in the operation and management of the entire Park. The joint set of policies and regulations may be amended from time to time by mutual agreement of Orange and Durham counties.

#### IV. Site Improvements and Amenities

1. Consistency with Master Plan. The Parties agree to make site improvements and construct new facilities and amenities consistent with the Master Plan.
2. Costs of Phase 1 Improvements. The counties agree to share equally in the value of the Phase 1a improvements made to the Park consistent with the Grant Award and listed in Exhibit C, including but not limited to a parking area, walking trails, pedestrian bridges, portable restroom facility, and park signage. (For example, if the value of the improvements made to the portion of the Park that sits in Orange County equals \$20,000 and the value of improvements made in Durham County equals \$10,000, then Durham County will reimburse Orange County the amount of \$5,000.)
3. Costs of Future Improvements. The counties agree that they could choose to share equally in the cost of future improvements or share the costs using a different model. Additionally, either county could choose to fund additional improvements to be located exclusively in either county's respective jurisdiction as long as said improvements are consistent with the Master Plan.
4. Grant Funds. The Parties acknowledge that grant funding may be awarded to Durham County or Orange County for the development of the Park. Either county may administer said grants on behalf of or for the joint benefit of both counties.

#### V. Site Operations

1. Operation and Management. Orange County and Durham County shall be the parties to operate and maintain the Park.
2. Operation and Maintenance. Orange County will be responsible for the operation and maintenance of the grounds and facilities on the portions of the Park located on the west side of Pickett Road in accordance with the Management Plan. Durham County will be responsible for the operation and maintenance of the grounds and facilities on the portions of the Park located on the east side of Pickett Road in accordance with the Management Plan. Orange and Durham county staff will provide guidance and assistance as needed for maintaining portions of the Park located outside of their respective county jurisdiction. Orange and Durham county staff shall do and perform any and all things reasonably necessary for the pleasure, comfort, service and convenience of those who use the Park, as well as to protect and preserve the natural resources and facilities within the Park.
3. Insurance. The Parties will each be responsible for obtaining its own property insurance. The cost of liability insurance maintained by either party, if any, shall not be shared.
4. Security and Public Safety. Orange County and Durham County shall coordinate their efforts in providing for safety and security of users of the Park, county staff, and adjacent landowners in the most effective and efficient manner possible. Orange County and

Durham County agree to enter into a mutual aid agreement providing for response to fire and emergency medical services.

## VI. General Provisions.

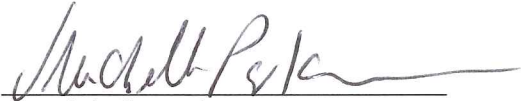
1. Relationship of the Parties. Durham County, Orange County, and Chapel Hill shall not have the power to bind or obligate each other in carrying out their respective obligations under this Agreement, except as expressly set forth herein or in any amendment hereto.
2. Appointment of Personnel. The Parties' respective Manager shall designate the persons to carry out the obligations of that party under this Agreement.
3. Governing Law. This Agreement shall be governed by and in accordance with the laws of the State of North Carolina.
4. Term. The term of this initial agreement shall be from the date first written above and shall terminate three (3) years from the date set forth above, unless otherwise terminated or extended upon mutual agreement of the Parties, which agreement shall be made in writing and executed with the same formality as this Agreement. Future extensions of this agreement shall be for a period of five (5) years, unless otherwise terminated or extended upon mutual agreement of the Parties. Notwithstanding the foregoing, any one party may terminate its participation under this Agreement by providing written notice to the other Parties so long as the terminating party has no executable obligations remaining hereunder following the effective date of termination.
5. Amendments. This Agreement may be amended at any time by execution by the Parties of a written agreement.
6. Entire Agreement. This Agreement together with the other documents referenced in this Agreement, shall constitute the entire understanding between the Parties and shall supersede all prior understandings and agreements relating to the subject matter hereof and may be amended only by written mutual agreement of the Parties.
7. Headings. The subject headings of the paragraphs are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. This Agreement shall be deemed to have been drafted by the Parties and no purposes of interpretation shall be made to the contrary.
8. Communications. All communications regarding problems or special needs for the operation or maintenance of the Park shall be made to or include the Director of the Orange County Department of Environment, Agriculture, Parks and Recreation and the Open Space and Real Estate Manager in the Durham County Engineering and Environmental Services Department.

INTERLOCAL COOPERATION AGREEMENT FOR THE DEVELOPMENT AND OPERATION OF THE HOLLOW ROCK PORTION OF THE NEW HOPE CREEK PRESERVE BETWEEN DURHAM COUNTY, ORANGE COUNTY, AND TOWN OF CHAPEL HILL

IN WITNESS WHEREOF, the parties hereto have authorized this Agreement to be executed by their undersigned officers, to be effective from and after the date first written above.

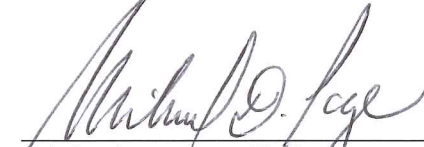
SIGNATURE BY DURHAM COUNTY:

ATTEST:



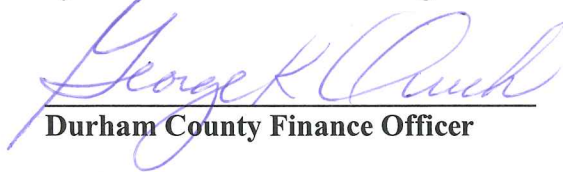
V. Michelle Parker-Evans  
Clerk to the Board

FOR DURHAM COUNTY

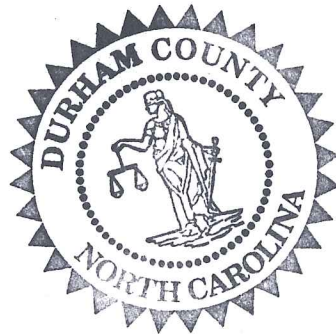


Michael D. Page, Chairman  
Durham County Board of Commissioners

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



Durham County Finance Officer



INTERLOCAL COOPERATION AGREEMENT FOR THE DEVELOPMENT AND OPERATION OF THE HOLLOW ROCK PORTION OF THE NEW HOPE CREEK PRESERVE BETWEEN DURHAM COUNTY, ORANGE COUNTY, AND TOWN OF CHAPEL HILL

SIGNATURE BY ORANGE COUNTY:

FOR ORANGE COUNTY

ATTEST:

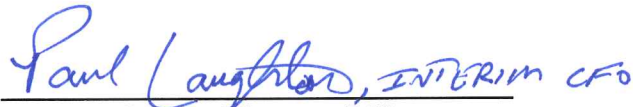


Donna S. Baker  
Clerk to the Board



Earl McKee, Chair  
Orange County Board of Commissioners

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Orange County Finance Officer

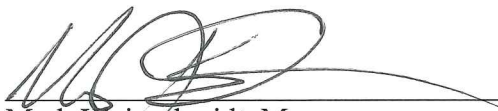
INTERLOCAL COOPERATION AGREEMENT FOR THE DEVELOPMENT AND OPERATION OF THE HOLLOW ROCK PORTION OF THE NEW HOPE CREEK PRESERVE BETWEEN DURHAM COUNTY, ORANGE COUNTY, AND TOWN OF CHAPEL HILL

SIGNATURE BY TOWN OF CHAPEL HILL:

ATTEST BY TOWN CLERK:

  
TOWN CLERK

FOR TOWN OF CHAPEL HILL

  
Mark Kleinschmidt, Mayor  
Town of Chapel Hill

TOWN SEAL

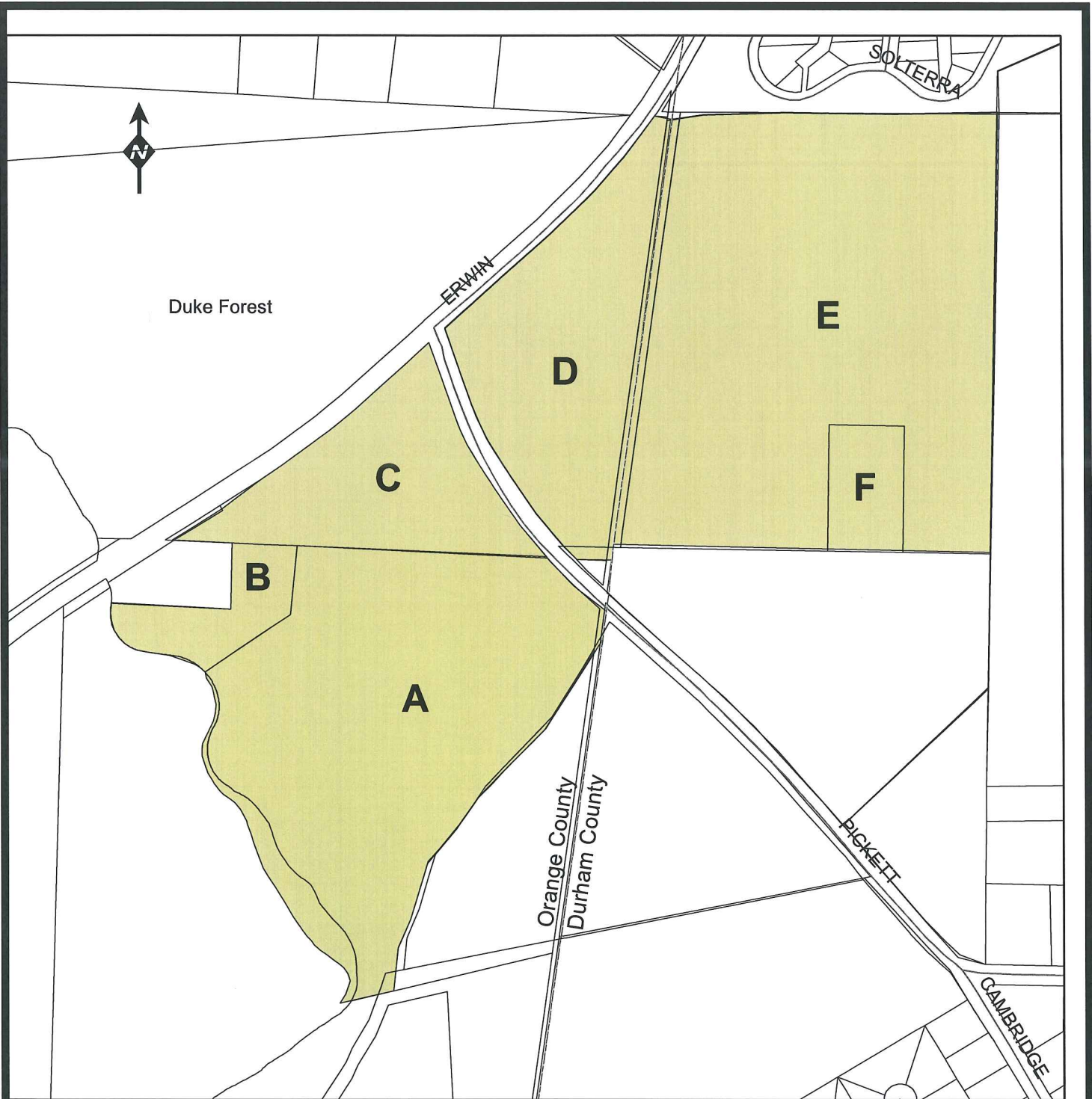
Town Clerk attests date this the 19<sup>th</sup> day of JUNE, 2015.



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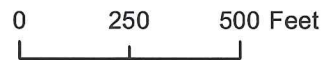
  
6/16/15  
Town of Chapel Hill Finance Officer





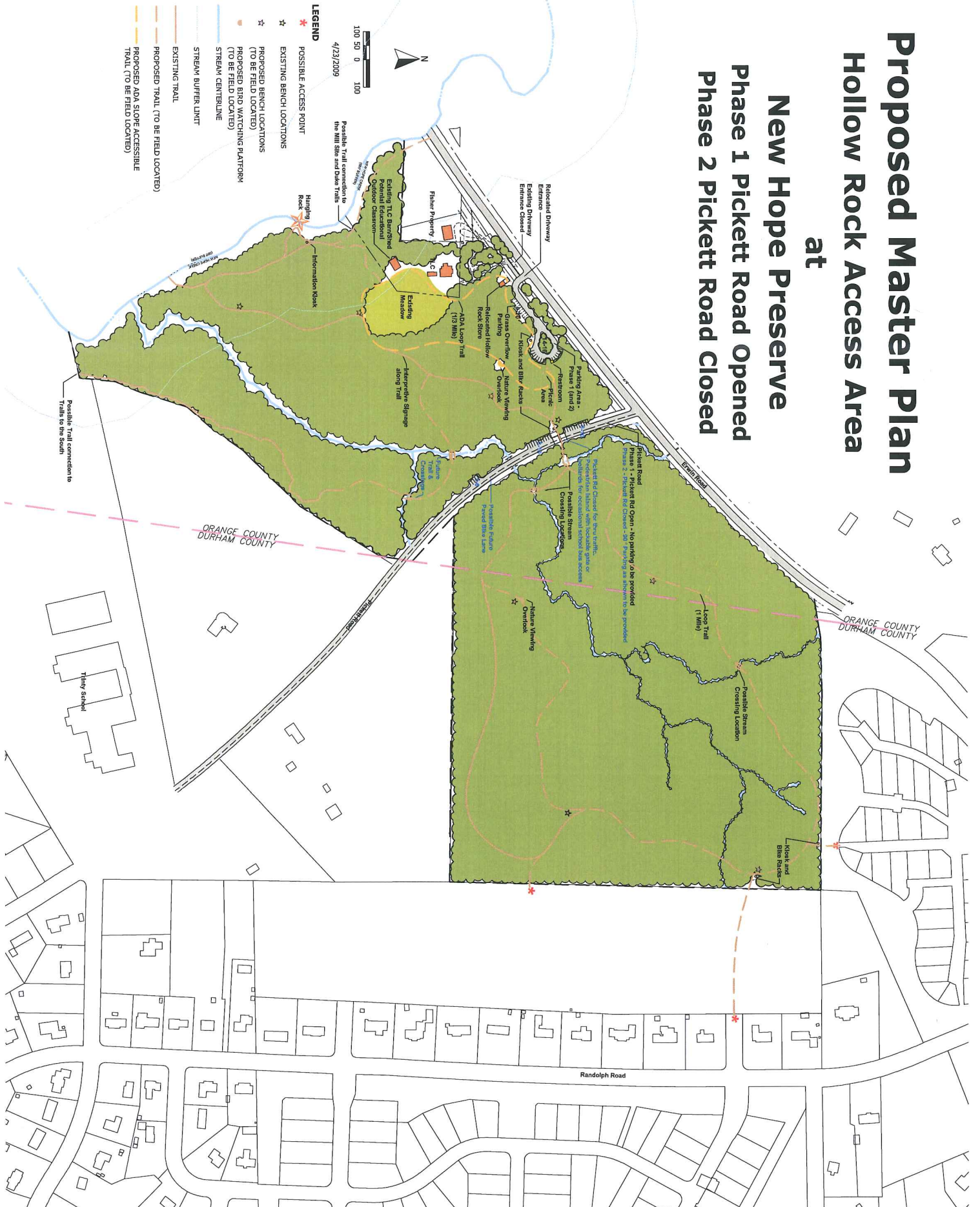
## Exhibit A Hollow Rock Nature Park Ownership

Parcel(s)	Owner
A, B, C, D	Orange County
E	Durham County
F	Town of Chapel Hill



# Proposed Master Plan Hollow Rock Access Area at New Hope Preserve Phase 1 Pickett Road Opened Phase 2 Pickett Road Closed

## Exhibit B



## Exhibit C

### Phasing Plan for Hollow Rock Park

<b>Phase 1a- Infrastructure, amenities, and site work already completed or allowable under RTP Grant (2014 – 2015)</b>	
<ul style="list-style-type: none"><li>• Additional Survey work - Cultural &amp; Archaeological (Completed)</li><li>• Land Acquisition (TLC Parcel by Orange County) (Completed)</li><li>• Engineering Design Work for Pedestrian Bridges (4)</li><li>• Preliminary Design Work for Parking Lot (Site Plan, Engineering, Approvals, Topo Survey)</li><li>• Entrance Driveway and Parking (Gravel/HC Paved/Wheel Stops)</li><li>• Entrance and Directional Signage</li><li>• Pedestrian Bridges (4) for nature trails on east side of Pickett Road</li><li>• Information kiosks and trail maps</li><li>• Site clearing for future Hollow Rock Store</li></ul>	
<b>Phase 1b - Additional Amenities (2016 – 2017)</b>	
<ul style="list-style-type: none"><li>• Site Amenities - Picnic Tables, Waste/Recycling Receptacles, and Dog Waste Receptacles</li><li>• Interpretative Signage</li><li>• Restroom (vault type) and engineering</li><li>• Platform Overlooks for nature observation</li><li>• Pedestrian Bridges (2) for nature trails on west side of Pickett Road</li><li>• Barn/stable Renovation for educational use</li><li>• Accessible trail loop</li></ul>	
<b>Phase 2</b>	<b>(Timeframe TBD)</b>
<ul style="list-style-type: none"><li>• Additional Survey work - Cultural &amp; Archaeological and/or Topographic</li><li>• Hollow Rock Store relocation and upfit (by the Friends of Hollow Rock Store)</li></ul>	
<b>If Pickett Road were ever closed:</b>	
<ul style="list-style-type: none"><li>• Entrance Gates</li><li>• Parking (Gravel/HC paved/Wheel Stops)</li><li>• Top-dress gravel - Pickett Road</li><li>• New Entrance Sign/Directional Signage</li></ul>	