

**SECOND DRAFT**

**AGREEMENT AMONG ORANGE COUNTY AND THE TOWNS  
OF CHAPEL HILL AND CARRBORO, NORTH CAROLINA TO OBTAIN  
AN ENVIRONMENTAL ASSESSMENT FOR THE GREENE TRACT**

This Agreement is made among Orange County and the Towns of Chapel Hill and Carrboro, North Carolina to obtain an environmental assessment for the Greene Tract as follows:

**WITNESSETH**

WHEREAS, Orange County and the Towns of Chapel Hill and Carrboro (“the parties”) each have an ownership interest in certain contiguous parcels of land located in the County and lying south of Eubanks Road, collectively known as the “Greene Tract,” consisting of a total of approximately 164 acres (“the entire tract”), of which approximately 60 acres are solely owned by Orange County and approximately 104 acres are owned in different percentage shares by the County and the Towns;

WHEREAS, on December 18, 2019, representatives of the parties met to discuss next steps in the parties’ consideration about the future use of the Greene Tract and recommended obtaining an environmental assessment of the entire tract in furtherance of that consideration;

WHEREAS, the parties conclude that obtaining an environmental assessment of the entire Greene tract would be beneficial to them as a first step in obtaining site-specific information on environmental conditions present on the tract; and

WHEREAS, the parties have adopted a resolution to authorize an environmental assessment for the entire Greene tract.

NOW, THEREFORE, in consideration of the foregoing and based on the promises and obligations herein, the County and the Towns agree as follows:

1. Orange County staff shall: (i) develop, through collaboration among the parties’ staffs, an RFP for an environmental assessment of the entire tract and the scope of work for the assessment; (ii) disseminate the RFP to prospective providers of the assessment and select a suitable provider for the assessment based on the

recommendation of the parties' staffs; (iii) notify the Towns of the provider selected by the County to conduct the assessment; (iv) enter into a contract for the assessment with the provider selected and provide a copy of that contract to the Towns; and (v) provide to the Towns a copy of the assessment when it is completed.

2. Orange County shall be responsible for paying to the provider of the assessment the total cost of it under the County's contract with the provider; and the Towns shall, after notification by the County of its payment to the provider and the total amount of that payment, promptly authorize reimbursement to the County for the total cost of the study as follows: for Chapel Hill, 43% of the total cost; and for Carrboro, 14% of the total cost.

3. This agreement shall be effective as of the date when all of the parties have executed it by their managers with the attestation of the parties' clerks below and shall terminate upon full performance of the obligations of all parties under the agreement.

In witness whereof, the parties, by their authorized managers, with the attestation of the parties' clerks, have hereunder set their hands and seals on the dates provided:

\_\_\_\_\_  
Manager, Orange County

\_\_\_\_\_  
Finance Director, Orange County

ATTEST

By: \_\_\_\_\_  
Clerk

Date: \_\_\_\_\_

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\_\_\_\_\_  
Manager, Town of Chapel Hill

\_\_\_\_\_  
Finance Director, Town of Chapel Hill

ATTEST

By: \_\_\_\_\_  
Clerk

Date: \_\_\_\_\_

\_\_\_\_\_  
Manager, Town of Carrboro

\_\_\_\_\_  
Finance Director, Town of Carrboro

ATTEST

By: \_\_\_\_\_  
Clerk

Date: \_\_\_\_\_