

STATE OF NORTH CAROLINA
COUNTY OF LEE

AMENDMENT TO
INTERLOCAL AGREEMENT
WITH CHATHAM COUNTY

THIS INTERLOCAL AGREEMENT AMENDMENT, made and entered into this ____ day of _____, 2021, by and between the City of Sanford, a North Carolina Municipal Corporation, (hereinafter referred to as “Sanford”) and the County of Chatham, one of the one hundred counties of the State of North Carolina and body both politic and corporate, (hereinafter referred to as “Chatham”).

W I T N E S S E T H :

WHEREAS, Sanford and Chatham have previously entered into agreements regarding the provision of wastewater collection and treatment services by Sanford for the Moncure area and other portions of Chatham County; and

WHEREAS, it is mutually beneficial for Sanford to extend utilities into Chatham County to facilitate development in the Moncure area and other portions of Chatham County; and

WHEREAS, the parties are authorized by NCGS §160A-461 to enter into interlocal agreements to cooperate in performing governmental activities; and,

WHEREAS, the parties agree that development of the Moncure area and other portions of Chatham County will provide significant and positive economic impacts for the region; and,

WHEREAS, the parties agree that cooperation between the parties to facilitate development is in the best interests of the citizens of each party.

NOW, THEREFORE, in consideration of the premises, the mutual promises herein contained, and the sum of ten dollars, in hand paid, the receipt of which is hereby acknowledged, the parties hereto have mutually agreed as follows:

1. Background. The parties have previously entered into Interlocal Agreements regarding the provision of infrastructure to the Moncure area to aid in attracting industrial development to Chatham County. (dated October 20, 2016, July 1, 2017, November 6, 2018) These agreements set forth the intent of the parties to cooperate in the installation and operation of wastewater collection infrastructure to serve the area, authorization for Sanford to use eminent domain for the acquisition of adequate interest in land necessary for the installation, operation and maintenance of wastewater infrastructure to serve the area, provision of payment by Chatham for a portion of the project costs, provision for tax revenue sharing for development in the area, and cooperation between the parties to facilitate development.
2. Extension of Term of Tax Revenue Sharing. By amendment dated November 6, 2018, Chatham agreed to share Tax Revenue with Sanford for Fifty (50) years. By execution of this agreement, Tax Revenue sharing will extend for Fifty (50) years from the date

of this agreement, subject to all other terms and conditions for tax revenue sharing contained in the Agreement dated November 6, 2018.

3. Sewer Extension. To further facilitate development of an additional industrial park in Chatham County, Chatham has requested an extension of a wastewater collection line by Sanford to a portion of the Moncure Megasite. Sanford agrees to participate by providing twenty (20%) percent of the costs of the sewer which remain after money from other sources (grants) have been deducted.
4. Water Extension. In order to facilitate development, extension of water is necessary to the Moncure Megasite and surrounding areas within Chatham County. Chatham agrees that Sanford is the preferred water provider to the Moncure area and around the Moncure Megasite. Chatham will participate in the extension of water to the surrounding areas in Chatham County.
5. Easement Acquisitions. Chatham authorizes Sanford to acquire any interest in land necessary to allow for the installation of the water or sewer infrastructure contemplated above, by any means available to them, including condemnation. Sanford is authorized to use eminent domain within Chatham County as provided for in NCGS §153A-15 for infrastructure related to installations associated with the Moncure area and around the Moncure Megasite.
6. Existing Agreements. Except as modified herein, Existing Agreements between the parties that are not altered by this agreement remain in full force and effect.
7. Assignment. This Interlocal Agreement shall not be assigned or transferred, in whole or in part, without the prior written consent of both parties, which consent may be withheld in a party's sole discretion.
8. Notice. Any notice given pursuant to the Agreement shall be deemed given, if (a) delivered by hand or (b) emailed to the addressee and then deposited in the United States Mail, postage prepaid, certified mail, return receipt requested and addressed as follows:

City of Sanford
P.O. Box 3729
Sanford, NC 27331-3729
Attn: Hal Hegwer, City Manager
Telephone: (919)777-1110
Email: hal.hegwer@sanfordnc.net

Chatham County
P.O. Box 1809
Pittsboro, NC 27312
Attn: Dan J. LaMontagne, County Manager
Telephone: 919-545-8531
Email: Dan.LaMontagne@chathamcountync.gov

9. Amendment. This agreement may be changed by a written document signed by both parties.
10. Choice of Law. This agreement shall be governed by, and construed, and enforced in accordance with the laws of the State of North Carolina.
11. Severability. The invalidity or enforceability of any term or provision of the Interlocal Agreement shall not affect the validity or enforceability of any other provisions of this Interlocal Agreement, which shall remain in full force and effect.

IN WITNESS WHEREOF, the City of Sanford and the County of Chatham have caused this instrument to be duly executed, attested by its respective clerk, and its seal affixed, all by authority of its respective governing bodies, first duly given, the day and year first above written.

County of Chatham

Mike Dasher, Chairman
Board of Commissioners

Attest:

Lindsay Ray, Clerk to the Board

City of Sanford

T. Chet Mann, Mayor

Attest:

Bonnie Davis, City Clerk

STATE OF NORTH CAROLINA

COUNTY OF CHATHAM

I, _____, Notary Public of said County and State aforesaid, certify that _____, personally came before me this day and acknowledged that she is the duly appointed or designated Clerk to the Board of Commissioners of said County, and that by authority duly given and as the act of Chatham County Board of Commissioners, the foregoing instrument was signed in its name by its Chairman of the Board of Commissioners, sealed with its corporate seal and attested by her as its Clerk.

Witness my hand and stamp and seal, this _____ day of _____ 2021.

Notary Public

My Commission expires: _____

STATE OF NORTH CAROLINA

COUNTY OF LEE

I, Vicki Cannady, a Notary Public of the county and state aforesaid, certify that Bonnie Davis personally appeared before me this day and stated that she is the City Clerk of the City of Sanford, and by authority duly given and as the act of the municipal corporation, the foregoing instrument was signed in its name by its Mayor, sealed with its corporate seal, and attested by her as its City Clerk.

Witness my hand and notarial seal, this the _____ day of _____ 2021.

Vicki Cannady, Notary Public

My commission expires: _____