

MEMORANDUM OF UNDERSTANDING: RAILTRAIL SYSTEM OPERATIONS

This agreement is made and entered into on the _____ of _____, 2025, by and between **Henderson County**, a body politic and corporate under the laws of the State of North Carolina, **City of Hendersonville**, a body politic and corporate under the laws of the State of North Carolina, **Town of Laurel Park**, a body politic and corporate under the laws of the State of North Carolina, **Conserving Carolina**, a North Carolina nonprofit corporation, and **Friends of Ecusta Trail**, a North Carolina nonprofit corporation, collectively the “parties” of this Memorandum of Understanding.

WITNESSETH

WHEREAS, through a successful collaboration and the vision of several agencies, eleven miles of trail are being developed from Hendersonville west to the County line.

WHEREAS, much of this system will follow the US 64 corridor and the French Broad River.

WHEREAS, the trail will be used to meet public fitness, recreational, and transportation needs and will add to the quality of life for the people of Henderson County.

WHEREAS, the Friends of Ecusta Trail and Conserving Carolina were instrumental in the federal railbanking of the trail.

WHEREAS, Henderson County endeavored with the support of the other parties to secure grant funding to design and build the trail.

WHEREAS, it is in the best interest of the citizens of Henderson County to assign operational responsibilities to a single agency in terms of maintenance and administration of the trail but at the same time it is further recognized that the success of the trail is dependent on the continued cooperation between the jurisdictions, to include municipal limits and extraterritorial limits, and nonprofit parties.

WHEREAS, Henderson County signed a Lease Agreement with Conserving Carolina for the trail addressed in this memorandum.

WHEREAS, Henderson County in accordance with this agreement shall be responsible for the maintenance and operations of the trail.

THEREFORE, Henderson County, City of Hendersonville, Town of Laurel Park, Conserving Carolina, and the Friends of Ecusta Trail (FOET) entered this Memorandum of Understanding (MOU) establishing guidelines for the operation of the trail. Ownership of land and facilities is not altered by this MOU, and it is applicable only to properties owned, leased, or otherwise managed by Henderson County.

Scope of the Memorandum of Understanding

This MOU covers the federally railbanked Ecusta Trail corridor which contains varying right-of-way widths along the 11 miles located within Henderson County. This MOU does not include private trails connecting

private developments to the greenway, trails that are internal to any County, City, or Town parks, bike lanes on streets, or bicycle boulevards that connect to the trail. A map of the included trail is attached as part of Appendix A to this agreement.

Responsibilities of Parties

1. To act in good faith to fulfill the purpose, responsibilities, and other conditions of this Memorandum of Understanding.
2. To communicate regularly and openly with each other about opportunities, concerns, or issues relating to the collaboration.
3. To share information, experience, materials, and skills to learn from each other.
4. To develop effective working practices and work collaboratively to identify solutions, eliminate duplication of effort, mitigate risk, and reduce cost.
5. To ensure sufficient and appropriately qualified resources are available and deployed to fulfill the responsibilities set out in this Memorandum of Understanding.
6. To adhere to the National Trails System Act and implement the policy when administering land use regulations. Additionally, no entity will allow a property owner to create access to the trail without a recorded encroachment agreement approved by County staff.
7. To display, as appropriate, signage throughout the trail system recognizing the collaboration between Henderson County, City of Hendersonville, Town of Laurel Park, Friends of the Ecusta Trail, and Conserving Carolina. Signage shall be consistent with the branding and themes recommended by the Rails to Trails Advisory Committee.
8. To participate with representation on the Henderson County Rails to Trails Advisory Board (RTAC).

Responsibilities of Henderson County, City of Hendersonville, and Town of Laurel Park

Law Enforcement

The Henderson County Sheriff's Department, City of Hendersonville Police Department, and the Town of Laurel Park will enforce federal, state, and local law within the Ecusta Trail which is within their respective jurisdictions. Officers shall patrol the trail system along with other priorities. The three policing jurisdictions shall maintain a cooperative approach to safety and security on the Ecusta Trail System.

Cooperation

In addition to the other areas outlined in this agreement, the three governments shall cooperate on obtaining grants for expansion and maintenance of the Ecusta Trail System.

Costs of Maintenance and Amenities

Each governmental jurisdiction entered into this MOU shall contribute financially to the annual maintenance of the completed trail and associated amenities within their jurisdiction. At the time of this agreement the annual per mile cost is established at \$15,000 per completed mile. The base rate shall be adjusted by an annual CPI for All Urban Consumers percentage. Each government will contribute funds based on the number of completed miles located within their jurisdiction as of July 1 of each year. A map showing the number of complete miles in each jurisdiction (Appendix A) shall be updated on July 1st of every year.

The first payment shall be prorated according to the percentage of the first year that the trail is open. Any funds not expended during each fiscal year shall be placed in a special revenue fund. Those funds shall only be used for maintenance and capital needs of the trail.

If the trail is not open by July 1st, 2025 the first years payment will be prorated based on the number of months the trail is operational for fiscal year 2026.

Henderson County will provide amenities within each jurisdiction. If a municipality wants additional amenities beyond those provide by the County, the cost of maintaining and operating amenities requested by the municipal governments shall be the sole responsibility of those municipal governments. Each governmental party may request an agreement separate from this one to govern the specific operations of these additional amenities.

Responsibilities of Henderson County

Maintenance

1. Henderson County Parks and Recreation will take on the responsibility to maintain and administer the rail trail consistent with the terms of this MOU effective immediately.
2. Maintenance will be administered to the standards of all Henderson County parks and trails as outlined in Appendix B.
3. Henderson County shall be responsible for day-to-day operations maintenance. Level of maintenance will be consistent with other Henderson County Parks and Recreation.

Trail Operations

1. The Henderson County Parks and Recreation Department shall oversee the daily operations of the trail.
2. The trail will be open 365 days a year unless a safety issue is present.

Construction, Building, and Other Permits

1. In construction and major renovation projects undertaken on the Ecusta Trail System, the County shall obtain all applicable permits dependent upon applicable jurisdiction regulations. In addition, the County shall create a "permit team" of representatives from affected jurisdictional departments to expedite these permits.
2. Henderson County shall be responsible for the placement and construction of new amenities unless otherwise agreed upon. Henderson County will work with FOET and if to design, plan, prioritize and fund trail amenities, including naming opportunities. If the project falls within the jurisdiction of municipality included in this agreement, the county will additionally consult with the municipality to the design, plan, prioritize and fund trail amenities, including naming opportunities.

Special Events

1. Events shall follow the rules and procedures of Henderson County. Any Special Event occurring within a municipality shall also be subject to the municipality's ordinances, rules, or policies governing special events. All pertinent permits and fees from applicant must be received before an application is approved. Any event cannot close the trail to other users. Local law

enforcement agencies reserve the right to request additional fees to cover any additional officers required for the event.

Responsibilities of Friends of Ecusta Trail

1. The Friends of the Ecusta Trail (FOET) will represent the unified, public voice of the trail.
2. FOET will protect, promote, and enhance the Ecusta Trail.
3. FOET will serve as a nonpartisan advocate to provide Trail expertise, to raise public awareness of the Trail, and to seek funding and contributions to enhance and promote the Trail through its website, official trail map, and media outreach.
4. FOET will work with Henderson County and local municipalities to design, plan, prioritize and fund trail amenities.
5. FOET will develop a "trail ambassador" volunteer program to assist in patrolling, maintaining, and providing information and other services to trail users. Trail ambassadors shall be considered volunteers of FOET and not any local government jurisdiction.
6. FOET will accept comments, complaints, or concerns from users and relay trail maintenance issues to Henderson County.
7. FOET will assist with providing volunteers for light maintenance duties as needed.
8. FOET may request a "naming" policy from Henderson County to be reviewed by the RTAC and be used as a fundraising tool.

Revision

This memorandum may be revised or modified only with the consent of all parties.

Term

This MOU may be terminated by any party through written notice to the Parties. Written notice must be received no later than 6 months before July 1st of any year in which this agreement is active, except as written and described within the Cost of Maintenance and Amenities section. If termination occurs, management responsibility for sections of the trail will revert to the current trail managing agency prior to the enactment of this MOU.

This MOU may not be terminated for a period of two years after its execution. This MOU can be amended by written consent of all parties at any time.

IN WITNESS WHEREOF, each party has caused this Agreement to be duly executed on the day and year first above written and if corporate, by their duly authorized representative.

On this the ____ day of _____, 2025

Attest:

NAME, TITLE

Approved by:

John Mitchell, Manager
Henderson County
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Hendersonville, NC 28792

Cara Reeves, Manager Town of Laurel Park
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