

STATE OF NORTH CAROLINA

COUNTY OF HENDERSON

INTERLOCAL AGREEMENT

This Interlocal Agreement is entered between the City of Hendersonville, a North Carolina municipal corporation (the “*City*”), and the County of Henderson, a body corporate and politic of the State of North Carolina (the “*County*”) pursuant to the authority granted in NCGS Chapter 160A, Article 20, to be effective the 1st day of June, 2022.

Recitals

A. The *County* is the Tenant of the property, owned by the Ecusta Rails2Trail, LLC, a North Carolina nonprofit corporation (“*ER2T*”), obtained by *ER2T* by way of that special warranty deed recorded in Book of Record 2764 at Page 590 of the Henderson County Registry, for the development of a greenway along the former railroad corridor, running from Transylvania County to a point in Henderson County (the “*R2T Property*”).

B. The lease (the “*Lease*”) between the *County* and *ER2T* dated November 1, 2021, for the *R2T Property* provides that the *County* will construct and maintain a greenway within the portions of the *R2T Property* lying in Henderson County (the “*R2T Greenway*”).

C. The *County* has agreed to begin the *R2T Greenway* in Henderson County at a property owned by the *City* on South Main Street, Hendersonville, said property having a PIN of 9568850368, having been acquired by the *City* pursuant to that deed recorded in Book 1357 at Page 559 of the Henderson County Registry, (the “*South Main Property*”) and the *City* has agreed to contribute a lump sum amount of \$46,000.00 to be used for engineering costs associated with the construction of the *R2T Greenway* from the *South Main Property* to Kanuga Road.

E. The parties have agreed to the arrangement as set out below as in the best interest of all of them and their citizenry.

Agreement

1. The Recitals A-E are incorporated herein as an integral part of this Agreement.

2. The *County* shall construct the *R2T Greenway* from the *South Main Property* to Kanuga Road, in accordance with the same standards and design principals for the balance of the *R2T Greenway* in Henderson County, as part of the first phase of construction for the *R2T Greenway* in Henderson County.

3. The *City* shall pay to the *County* a lump sum of \$46,000.00 to be used for design and engineering of the portion of the *R2T Greenway* running from the *South Main*

Property to Kanuga Road. The *County* agrees to refund to the *City* any unused portion of the \$46,000 at the closeout of the first phase of construction for the *R2T Greenway* in Henderson County.

4. This Interlocal Agreement may only be terminated or modified by the mutual agreement of the parties hereto.

Executed by the parties, as of the date shown above.

COUNTY OF HENDERSON

By: _____
WILLIAM G. LAPSLEY, Chairman of the Henderson
County Board of Commissioners

Attest: (Official Seal)

Clerk, Henderson County Board of Commissioners

CITY OF HENDERSONVILLE

By: _____
BARBARA VOLK, Mayor

Attest: (Official Seal)

Clerk, Henderson County Board of Commissioners

This agreement has been pre-audited in that manner required by the Local Government Fiscal Control Act.

Finance Director for the City of Hendersonville