

Memorandum of Agreement
Regarding Long-Term Maintenance for
the Aids to Navigation of Ginguite Creek Channel

This Memorandum of Agreement (MOA) is established for the purpose of memorializing understandings, mutual agreements, and protocols between certain public and private entities interested in the long-term maintenance for the Aids to Navigation for the Ginguite Channel in Dare County, NC adjacent to Currituck Sound, NC. The parties (PARTIES) to this MOA are the Southern Shores Civic Association, Inc. (SSCA), a North Carolina not-for-profit corporation, the Martin's Point Homeowners Association, Inc. (MPHOA), a North Carolina not-for-profit corporation and the Town of Southern Shores (TOSS), an incorporated municipal body politic in the State of North Carolina.

W I T N E S S E T H

Whereas, Ginguite Creek is located in Dare County, NC and is a subsidiary waterway of Currituck Sound; and

Whereas, Ginguite Creek and Currituck Sound are public trust waters of the United States of America and the State of North Carolina, and their underlying submerged bottomlands are titled in the State of North Carolina; and

Whereas, boats moored or launched from various and differing areas surrounding Ginguite Creek typically utilize the deeper waters of the man-made channel known as Ginguite Channel for the purpose of safely navigating to and from the waters of Currituck Sound and beyond; and

Whereas, the signed copy of the Department of Transportation US Coast Guard form CG-2554 Private Aids to Navigation Application (dated 7 July 1981) indicates the SSCA as the organization of record when navigation aids were initially established; and

Whereas, the status and integrity of these aids are routinely checked by the US Coast Guard / US Coast Guard Auxiliary as necessary but no less than every two years with reports documented both online and in hard copy record; and

Whereas, any observed discrepancy (missing or damaged dayboard, extinguished light, leaning piling) due to incident or storm is reported to the organization by the Coast Guard to enable repairs or relocation when required: and

Whereas, an updated CG -2554 Private Aids to Navigation Application dated **TBD**, 2024 (attached) re-establishes the current characteristics and organizational contacts for all of the navigation aids associated with the Ginguite Creek Channel, represents the "as-is" status, and supersedes all prior CG-2554s or other records; and,

Whereas, reported damages or discrepancy impacting an aid to navigation will be repaired to restore the aid to the most recently characteristics documented on CG-2554. When relocation or

changes are required that exceed the characteristics on the current CG-2554, then the change must be approved in advance by the Coast Guard via a new CG-2554. All changes in characteristics must be documented through a CG-2554 to ensure entry into official marine navigation systems and records. and

Whereas, each of the PARTIES to this MOA have previously voluntarily contributed funds for the purpose of maintaining these Private Aids to Navigation of Ginguite Channel; and

Whereas, the TOSS has an interest in the public purpose of assuring that its residents and property owners are able to adequately and safely utilize its maintained canal system by navigation by boat from the Currituck Sound and Ginguite Creek via the Ginguite Channel; and

Whereas, the SSCA, and MPHOA each either own or operate boat launch and/or docking areas or marinas adjacent to the waters of Ginguite Creek and must therefore rely on the Ginguite Channel for boats from their facilities to further access the waters of the Currituck Sound and beyond; and

Whereas, certain of the aforementioned boat launch and/or docking areas or marinas are utilized by various local, state and federal law enforcement agencies to access Ginguite Creek and Currituck Sound via the Ginguite Channel for purposes of responding to life-threatening and property-loss emergencies and law enforcement, including but not limited to U.S. Coast Guard Auxiliary, North Carolina Division of Marine Fisheries Marine Patrol, North Carolina Wildlife Resources Commission, Kitty Hawk Fire Department, Southern Shores Volunteer Fire Department, and other public agencies which from time to time need access to Ginguite Creek and Currituck Sound for public purposes; and

Whereas, it is in the interest and desire of each of the PARTIES to the MOA that the official Coast Guard approved Private Aids to Navigation published in mariner charts and systems which designate the safe water for navigation of Ginguite Channel must be properly maintained; and

Whereas, each of the PARTIES to this MOA have an interest and desire to contribute funds as needed for the maintenance of these navigation aids.

NOW THEREFORE, each of the PARTIES to this MOA, to memorialize the understandings, mutual agreements, and protocols regarding each PARTIES interest in the long-term maintenance and operation of the Aids to navigation, do agree as follows:

Each of the PARTIES shall be responsible for paying one-third of all approved expenses associated with the maintenance of these Aids to Navigation. The SSCA will not be responsible for collecting and maintaining funds on behalf of the PARTIES.

- I. The TOSS will be the responsible PARTY in obtaining any required permits or authorizations for work associated with and described in this MOA, and will coordinate and manage any required work orders and associated contractors. Prior to commencing

any work, an estimated budget shall be prepared by TOSS and provided to each party. The TOSS shall make reasonable efforts to maintain and extend the most recent CAMA Permit (dated 1 February, 2024, expiring 1 February, 2029).

Work Orders for the repair and restoration of the navigation aids to documented status will be approved by all PARTIES, noting proportions of estimated expenses. TOSS shall have the right to approve any action. Any action requiring relocation or replacement of pilings, or change in characteristics, must first be approved by the Coast Guard.

II. Each of the PARTIES, upon invoice from the TOSS, shall pay its respective one-third of any approved expenses incurred in association with work described in this MOA.

Each of the PARTIES' contribution is limited to their designated funds which have been approved in their annual budget allocation. Prior to commencing any work, each party will certify to TOSS that they have budgeted sufficient funds to cover that party's anticipated share of the costs.

III. The terms of this MOA may be reviewed by request of any party hereto, and amended by mutual consent of all of the PARTIES.

IV. Any other activity to maintain safe navigation through the Ginguite Creek Channel not expressly enumerated or described herein, including but not limited to dredging, will not be managed through this agreement or be based on the proportionate expense obligations of the PARTIES noted herein.

Entered into this the ____ day of _____, 2024.

Southern Shores Civic Association, Inc.

By: _____

President

(corporate seal)

Attest: _____

Secretary

Martin's Point Homeowners Association, Inc.

By: _____

President

(corporate seal)

Attest: _____

Secretary

Town of Southern Shores

By: _____

Mayor

(corporate seal)

Attest: _____

Town Clerk

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

Finance Officer