

08/11/11

**MEMORANDUM OF UNDERSTANDING
BETWEEN ALAMANCE COUNTY, GUILFORD COUNTY, CHATHAM
COUNTY, ORANGE COUNTY, ROCKINGHAM COUNTY, THE CITY OF
BURLINGTON, THE CITY OF GRAHAM, THE CITY OF GREENSBORO, THE
TOWN OF HAW RIVER, THE TOWN OF PITTSBORO,
THE TOWN OF SWEPSONVILLE, AND THE STATE OF NORTH CAROLINA,
DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES
CONCERNING
THE HAW RIVER TRAIL CORRIDOR**

October 1, 2011 – December 31, 2021

WHEREAS, the State of North Carolina (hereinafter referred to as “the State”), has proposed multi-use trail development and natural resource preservation efforts within a defined area along the Haw River (hereinafter referred to as “the Trail Corridor”); and

WHEREAS, the State has proposed a paddle, hiking and/or multi-use trail connecting the Haw River State Park to Jordan Lake State Recreation Area, (hereinafter referred to as “the Trail”), as a component of the State Trails System, to make efficient use of public dollars and provide the greatest benefit by linking key resources; and

WHEREAS, the Trail Corridor contains a wide range of outstanding and unique natural, cultural and historic resources; and

WHEREAS, the preservation of resources within the Trail Corridor provides a wide range of outstanding existing and potential recreational and economic development opportunities; and

WHEREAS, the preservation of lands within the Trail Corridor would support the multiple goals of the Partners; therefore the width of the Trail Corridor for planning purposes should be at a minimum of 500 feet from the top of bank (1000’ corridor) where possible. The proposed use of the Trail Corridor should be a balance of natural resource protection, recreation, water quality, historical and cultural preservation, view shed protection, and economic development. As much as possible, undisturbed natural vegetation within the Trail Corridor is preferred to meet the maximum number of these goals; and

WHEREAS, the Haw River and its tributaries flow through multiple municipalities, counties and four multi-county planning regions; and

WHEREAS certain portions of the Trail Corridor will traverse public lands owned by municipalities, counties, the State of North Carolina, and may also cross privately held land managed by private non-profit agencies or land under conservation easements, held by either the State, municipal, county or private non-profit agencies; and

08/11/11

WHEREAS, The State has partnered with Alamance County, Guilford County, Chatham County, Orange County, Rockingham County, the City of Burlington, the City of Graham, the City of Greensboro, the Town of Haw River, the Town of Pittsboro, the Town of Swepsonville, the Piedmont Triad Council of Governments and non-profit organizations to develop a conceptual plan for the trail; and

WHEREAS, the listed governmental agencies desire to represent a unified vision for the Trail Corridor when sharing information both internally within their respective agencies and externally on matters relating to the planning, development, signage, public information, maintenance and management of the Trail Corridor;

NOW, THEREFORE, the listed parties hereto mutually agree:

1. To title this coalition of partners the "Haw River Trail Governmental Agency Partnership," to speak with one unified voice for all agencies involved in the planning, design, construction, maintenance, management and promotion of the Trail.
2. To seek and consider thoughts and ideas from non-profit organizations, private property owners and citizens regarding the planning, development and management of the Trail.
3. To establish a name for this trail and to develop an identifiable trail marker that can be used to uniformly sign segments of the Trail.
4. To jointly develop and endorse trail development standards for the paddle and land-based trail.

The paddle trail standards will include the maximum length between access areas, the basic design of the overall access areas including off-road access, parking, access to the water and other desired or needed facilities.

The land-based trail standards will include, at a minimum, trail width and surfacing options, parking and desired or needed facilities.

Both the paddle trail and land-based trails will have uniform trail markers (to be agreed upon) containing minimum basic information (to be agreed upon).

5. The State will coordinate activities between the land managing agencies. Implementation will be carried out by the agency administering the lands through which the Trail passes, with assistance by the State if required.
6. To consider every opportunity to acquire land or the interest in land that will provide public access to or land for the Trail, its buffer, or other needed open space within their jurisdiction.

08/11/11

7. The selection and approval of the Trail route on-the-ground is the primary responsibility of the land managing agency/entity. The State will assist the land managing agencies/entities and holders of conservation easements with Trail layout activities.
8. To maintain, within budget constraints, the segments of the Trail which pass through lands under their jurisdiction.
9. There will be no exchange of funds for work performed on the trail project without further written agreement. Funds for trail planning, construction, maintenance and management activities are the responsibility of the appropriate land managing agency; however, the State may assist the agencies if agreement is reached as to the extent of such assistance between the parties.
10. The appropriate land managing agency shall erect the uniform trail markers established by the Haw River Trail Public Partnership for the Trail. The erection and maintenance of these trail markers shall be in accordance with the land managing agencies' standards referenced in Paragraph 4 above.
11. To meet as needed to discuss matters of mutual concern affecting the planning, construction, maintenance and management of the Trail.

No member of, or delegate to Congress, the North Carolina General Assembly or local elected official shall be admitted to any share or part of this agreement, or to any benefit that may arise there from; but this provision shall not be construed to extend to this agreement if made with a corporation for its general benefit.

Nothing in this agreement shall affect or interfere with fulfillment of the obligations and rights of the parties hereto to manage the lands and programs administered by them in accordance with their other basic land management responsibilities.

This agreement may be revised as necessary by mutual consent of all parties by the issuance of a written amendment, signed and dated by all parties.

Any party may terminate this Memorandum of Understanding by providing 60 days written notice. Unless terminated by written notice, this Memorandum of Understanding will remain in force for a period of ten (10) years ending on December 31, 2021. At the end of that time, the parties will assess the benefits accrued and determine if the agreement should be reaffirmed.

08/11/11

ALAMANCE COUNTY

(Date)

Linda Massey - Chair - Alamance
NAME POSITION County Commissioner


GUILFORD COUNTY

(Date)

 9/20/11

NAME County Manager

ATTEST:

_____
Clerk to Board

APPROVED AS TO CONTENT:

_____
Property Management Department Representative

ORANGE COUNTY

Date _____

Frank Clifton, Jr.

Frank Clifton, Jr.

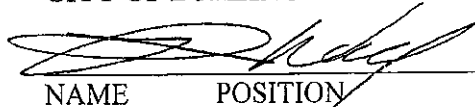
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County Manager

08/11/11

CITY OF BURLINGTON

(Date) 9/6/2011


NAME POSITION, Mayor

08/11/11

CITY OF GRAHAM

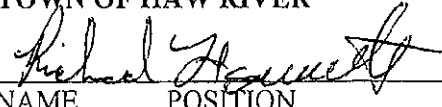
(Date)

James R. [Signature] 9/6/11
NAME / POSITION

08/11/11

TOWN OF HAW RIVER

(Date)



NAME POSITION
Richard Honeycutt
mayor Pro Tem

08/11/11

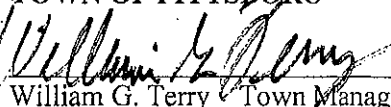
IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Understanding as of the last date written below.

**STATE OF NORTH CAROLINA
DEPARTMENT OF ENVIRONMENT
AND NATURAL RESOURCES**

(Date)

Dee A. Freeman Secretary

11/7/2011
(Date)

TOWN OF PITTSBORO


William G. Terry Town Manager

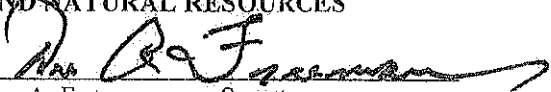
08/11/11

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Understanding as of the last date written below.

STATE OF NORTH CAROLINA
DEPARTMENT OF ENVIRONMENT
AND NATURAL RESOURCES

(Date)

Sep. 16, 2011


Dee A. Freeman

Secretary

08/11/11

CHATHAM COUNTY

(Date)

Charles H. Jones *County Manager*

NAME

POSITION