Memorandum of Understanding and Grant of Site Access

This Memorandum of Grant of Site Access ("agreement") is made effective the date of the last signature by and between the City of Brevard ("City") and MountainTrue ("non-profit"). The City and non-profit hereafter may collectively be referred to as the "Parties."

RECITALS

WHEREAS, MountainTrue is a non-profit organization whose purpose is to support resilient forests, clean waters, and healthy communities in the Southern Blue Ridge; and

WHEREAS, the City of Brevard is a municipal government organization chartered by the State of North Carolina that owns and maintains properties for the purpose of providing recreational opportunities to its resident and visitors; and

WHEREAS, the City owns property adjacent to the Davidson River (PIN 8596-57-7084 and adjacent right of way) that is publicly accessible as a "put-in/take-out" location for canoers, kayakers, and other recreational users of the river; and

WHEREAS, the expansion and enhancement of this property was identified in the "Strategic Master Plan for the French Broad River Blueway" document published by the Transylvania County Tourism Development Authority and Conserving Carolina in December 2021; and

WHEREAS, the non-profit supports the creation and maintenance of Blueways by employing a "French Broad Paddle Trail Manager"; and

WHEREAS, the Parties have a shared interest in enhancing the safety and usability of this property; and

WHEREAS, in April 2023 the non-profit's French Broad Paddle Trail Manager appeared at the City's Parks, Trails, and Recreation Advisory Committee to inquire about the City's interest in partnering to expand and enhance the property; and

WHEREAS, the Committee instructed the Brevard City Manager to work with the non-profit to grant access to the property for the purpose of developing plans for possible future expansion.

WHEREAS, in November 2023, the Parties signed the original version of this agreement permitting the following:

1.) The City agrees to grant the non-profit and its agents access to the property for the purpose of surveying, measuring, and other activities related to creating a site plan. The non-profit may plant temporary stakes, utilize temporary marking paint, or use other reasonable methods to demarcate the property for this purpose.
2.) Upon request of the non-profit, the City agrees to share the location of underground utilities, infrastructure and other non-publicly available information on the property germane to the design of an enhanced recreation amenity.
3.) The non-profit agrees to give the City at least ten (10) days notice if its activities shall block public access to any part of the property.
4.) The non-profit shall receive permission from the City's director of Public Works before digging, boring, pruning trees, or embarking on any activity that disturbs the physical state of the property.

5.) The non-profit agrees to hold harmless the City and all its respective officers, directors, employees, agents, contractors, subcontractors, representatives, successors and assigns, from any and all claims, rights, liabilities, demands, actions, causes of action, damages, expenses, and costs, including but not limited to attorney's fees, raised against the parties identified above arise from any loss, injury or damage, whether to person or property, including, but not limited to, death, resulting from acts or omissions of the non-profit, its contractors, subcontractors, agents and assigns during the completion of the project described in this agreement.
6.) The non-profit agrees to create a site plan and estimated construction cost for an expanded and enhanced property which may contain such amenities as:
    a. Expanded/improved pervious parking area
    b. Improved and/or updated boat ramp and fishing pier
    c. Updated/improved kiosk signage
    d. Overhead lighting, bike rack, picnic tables, and trash receptacles
    e. Stabilization of streambank with native riparian vegetation
7.) The City agrees to consider, through its normal deliberative process, partnering with non-profit and other relevant partners to implement site plan.

NOW, THEREFORE, the Parties hereto, in consideration of the mutual agreements and promises contained herein, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, do hereby agree as follows:

1.) The City agrees to grant the non-profit and its agents access to the property for the purpose of permitting and construction activities related to implementing the site plan created under the previous agreement. These activities include:
    a. Aquatic wildlife surveys and relocations as required and conducted by the North Carolina Wildlife Resources Commission.
    b. Replacement of the current boat ramp with a wider and less-steep boat ramp as specified in the design plans.
    c. Addition of a paved accessible parking space connected to the boat ramp by a paved accessible walkway as specified in the design plans.
    d. Stabilization of the streambank with native riparian vegetation as specified in the design plans.
    e. Addition of a new kiosk and updated river recreation signage.
    f. Possible addition of ground-secured picnic tables.
2.) The non-profit agrees to give the City at least ten (10) days notice if its activities shall block public access to any part of the property.
3.) The non-profit agrees to hold harmless the City and all its respective officers, directors, employees, agents, contractors, subcontractors, representatives, successors and assigns, from any and all claims, rights, liabilities, demands, actions, causes of action, damages, expenses, and costs, including but not limited to attorney's fees, raised against the parties identified above arise from any loss, injury or damage, whether to person or property, including, but not limited to, death, resulting from acts or omissions of the non-profit, its contractors, subcontractors, agents and assigns during the completion of the project described in this agreement.
4.) The length of this agreement shall be for twenty-four (24) months with the possibility of extension upon mutual agreement by the parties.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives, to be effective as of the date of the last signature below

CITY OF BREVARD

By:_____

Title:_____

Signature:_____

Date:_____

MountainTrue

By:_____

Title:_____

Signature:_____

Date:_____