

**REQUEST FOR BOARD ACTION**  
**HENDERSON COUNTY**  
**BOARD OF COMMISSIONERS**

**MEETING DATE:** June 28, 2023  
**SUBJECT:** Resolution on Interlocal Agreement  
**PRESENTER:** Charles Russell Burrell  
**ATTACHMENT(S):** Resolution; Agreement on Multi-Jurisdictional Matter

**SUMMARY OF REQUEST:**

Approval of the proposed resolution would allow County rules to apply to, and be enforced by, the entirety of the “Ecusta Trail” property located within Henderson County.

County staff will be present and prepared if requested to give further information on this matter.

**BOARD ACTION REQUESTED:**

Approval of the proposed resolution

If the Board is so inclined, the following motion is suggested:

***I move that the Board adopt the proposed resolution.***

**HENDERSON COUNTY  
NORTH CAROLINA**

**Before the Board of Commissioners**

BOARD OF COMMISSIONERS ENACTMENT 2023-\_\_\_\_\_

**RESOLUTION TO APPROVE INTERLOCAL AGREEMENT  
FOR ECUSTA TRAIL GOVERNANCE**

**WHEREAS**, the County of Henderson 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*”); and

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

**WHEREAS**, the County of Henderson has requested that the *R2T Property* be governed by the County’s flood damage prevention (Subpart A of Article VIII of Chapter 42 of the Henderson County Code), stormwater regulation, and water supply watershed protection (both Subpart B of Article VIII of Chapter 42) (the three together, the “*Regulations*”) and the City of Hendersonville and the Town of Laurel Park have agreed; and

**WHEREAS**, Henderson County, Laurel Park and the City of Hendersonville wish to enter into an interlocal agreement as allowed by N.C.G.S. Chapter 160A, Article 20, and N.C.G.S. Chapter 160D-202(f) and (i) to carry out these terms as agreed.

**NOW THEREFORE, BE IT RESOLVED** by the Board of Commissioners of Henderson County that:

1. The Interlocal Agreement between the County of Henderson, the Town of Laurel Park, and the City of Hendersonville providing for the governance of the *R2T Property* by the Regulations is approved as presented.
2. The Chair of the Board of Commissioners is authorized to execute the Interlocal Agreement on behalf of the County.
3. County staff is authorized to take such actions as may be necessary to implement the terms of the Interlocal Agreement.

Adopted by the Board of Commissioners this the 28<sup>th</sup> day of June, 2023.

HENDERSON COUNTY BOARD OF COMMISSIONERS

By: \_\_\_\_\_  
REBECCA McCALL, Chair

Attest:

\_\_\_\_\_  
Denisa Lauffer, Clerk to the Board of Commissioners

STATE OF NORTH CAROLINA

COUNTY OF HENDERSON

**AGREEMENT ON MULTI-JURISDICTIONAL MATTER**

THIS AGREEMENT (the “Agreement”) is made on the date of stated below by and between the County of Henderson (the “County”), the City of Hendersonville (“Hendersonville”) and the Town of Laurel Park (“Laurel Park”).

Facts

A. The County has obtained a lease on real property (the “Real Property”) from Ecusta Rails2Trail, LLC, for a period through and including June 30, 2171.

B. The Real Property is described deed recorded in Book 3764, at Page 590, Henderson County Registry.

C. The Real Property can be used for any purpose not in violation of Section 8(d) of the National Trails System Act (U.S. Public Law 90-543, as amended, 16 U.S.C. §§1241-1251. It is intended by the parties to be used as a public greenway and walking and biking trail (the “Ecusta Trail”).

D. The Real Property includes areas which are located within the municipal boundaries of Hendersonville and Laurel Park, and other areas which are not located within any municipality.

E. The County has previously adopted ordinances concerning flood damage prevention (Subpart A of Article VIII of Chapter 42 of the Henderson County Code), stormwater regulation, and water supply watershed protection (both Subpart B of Article VIII of Chapter 42) (the three together, the “Regulations”). The Regulations are at least as strict as the requirements of the State of North Carolina.

F. The Regulations apply to the unincorporated portions of the County and to Laurel Park, and are enforced by County staff there. Hendersonville has separate and different regulations concerning the same subject matter as the Regulations.

G. The parties have agreed that it would be in the interest of all concerned that the Real Property be subject to a single set of rules enforced by a single authority in the subjects covered by the Regulations, and have entered this Agreement.

Agreement

The parties, pursuant to Article 20 of Chapter 160A of the North Carolina General Statutes, agree as follows:

1. The purpose of this agreement is to have a uniform set of regulations, permitting and enforcement for the real estate comprising the Ecusta Trail in the areas of flood damage prevention, stormwater regulation and water supply watershed protection.

2. The Regulations (to the extent that they are at least as strict as those required by the State of North Carolina) shall be the governing laws regarding flood damage prevention, stormwater regulation and watershed protection for the Real Property. In the event the State of North Carolina requires a stricter standard than the Regulations, then the State's standards shall be deemed to be a part of the Regulations for the Real Property. Enforcement of the Regulations for the Real Property shall be by personnel of the County.

3. No personnel will be appointed in the performance of this Agreement, and no costs or revenues are expected.

4. This agreement shall remain in effect for the duration of the County's lease for the Real Property. Notwithstanding, however, any party can terminate this Agreement on two year's written notice to the other parties.

5. The parties may amend the Agreement at any time all parties agree.

This Agreement effective as of July 1, 2023.

COUNTY OF HENDERSON

By: \_\_\_\_\_  
REBECCA McCALL, Chair  
Henderson County Board of Commissioners

\_\_\_\_\_  
Date

Attest: \_\_\_\_\_  
Clerk to the Board of Commissioners

CITY OF HENDERSONVILLE

By: \_\_\_\_\_  
BARBARA G. VOLK, Mayor

\_\_\_\_\_  
Date

Attest: \_\_\_\_\_  
City Clerk

TOWN OF LAUREL PARK

By: \_\_\_\_\_  
J. CAREY O'CAIN, Mayor

\_\_\_\_\_  
Date

Attest: \_\_\_\_\_  
Town Clerk