

**MEMORANDUM OF  
UNDERSTANDING RAIL TRAIL  
SYSTEM OPERATIONS**

This Agreement is made and entered this the \_\_ of \_\_\_\_\_, 2023, by and between **Henderson County**, a body politic and corporate under the laws of the State of North Carolina (hereinafter the “COUNTY”), **City of Hendersonville**, a body politic and corporate under the laws of the State of North Carolina (hereinafter the “CITY”), **Town of Laurel Park**, a body politic and corporate under the laws of the State of North Carolina (hereinafter the “TOWN”), **Conserving Carolina**, a North Carolina non-profit corporation doing business as Ecusta Rails2Trails, LLC (hereinafter the “CONSERVING CAROLINA”), and **Friends of the Ecusta Trail**, a North Carolina non-profit corporation doing business as Ecusta Trail, LLC.

**WITNESSETH**

**WHEREAS**, through a successful partnership and the vision of several agencies, eleven miles of trail is being developed from Hendersonville west to the County line, that in time may encompass over 19 miles of trail connecting Henderson and Transylvania counties including communities, neighborhoods, downtown Hendersonville and Brevard, and other destination points; and

**WHEREAS**, much of this system will follow the US 64 corridor and the French Broad River; and

**WHEREAS**, the trail will be used to meet public fitness, recreational, and transportation needs and will add to the quality of life for the people of Henderson County; and

**WHEREAS, the Friends of the Ecusta Trail and Conserving Carolina have been instrumental in the federal railbanking of the trail; and**

**WHEREAS, Henderson County, the City of Hendersonville, and the Town of Laurel Park are endeavored to secure grant funding to design and build the trail; and**

**WHEREAS**, it is in the best interest of the citizens of Henderson County to assign operational responsibilities to a single agency in terms of maintenance and administration of the trail but at the same time it is further recognized that the success of the greenway is dependent on the continued cooperation between the jurisdictions and nonprofit partners; and

**WHEREAS**, Henderson County signed a Lease Agreement with Conserving Carolina for the rail trail addressed in this MOU;

**NOW THEREFORE**, the County of Henderson, City of Hendersonville, Town of Laurel Park, Conserving Carolina, and the Friends of Ecusta Trail entered this Memorandum of Understanding (MOU) establishing guidelines for the operation of the rail trail. Ownership of land and facilities is not altered by this MOU, and it is applicable only to properties owned, leased, or otherwise managed by the County of Henderson.

- 1. Scope of the Memorandum of Understanding.** This MOU covers the federally railbanked Ecusta Trail corridor which contains varying right-of-way widths along the 11 miles located within Henderson County. This MOU does not include private trails connecting private developments to the greenway, trails that are internal to any County, City, or Town parks, bike lanes on streets, or bicycle boulevards or non-paved trails that connect to the trail. A map of the included trail is attached as part of Appendix A to this agreement.

This MOU is also applicable to future connections that are to be developed as part of the Ecusta Trail system including but not limited to the Phase D extension from Battle Creek Rd west to the county line. Other trails may be included in this MOU in the future as agreed by both parties and this MOU may be extended to include other jurisdictions that operate trails consistent with the terms outlined in this MOU.

- 2. Maintenance and Administration Defined.** Henderson County Parks and Recreation will take on the responsibility to maintain and administer the rail trail effective immediately consistent with the terms of this MOU. Maintenance will be administered to the standards of all Henderson County parks and trails as outlined in Appendix A.
- 3. Costs of Maintenance and Amenities.** Each governmental jurisdiction entered into this MOU shall contribute financially to the annual maintenance of the trail and amenities within their jurisdiction. This formulaic cost will derive from the length of trail within a jurisdiction and number of amenities located within each jurisdiction. This formula may be amended through an amendment to this MOU. The total cost of the maintenance will be calculated annually and provided as an estimate to each party by no later April 30<sup>th</sup> of each year.
- 4. Maintenance and On-Going Operations.** Henderson County shall be responsible for day-to-day operations and maintenance. Level of maintenance will be consistent with other Henderson County Parks and Recreation. In the event of natural disasters or storms, the member parties may assist the County in attempting to get trails opened as quickly as possible consistent with other priorities.
- 5. Development of Amenities.** Henderson County shall be responsible for the construction of new amenities per section 9 of this agreement. Friends of the Ecusta Trail, as a function of their advocacy, shall take a leadership role in the fundraising efforts for new amenities.
- 6. Trail Operations.** Trails will be open 365 days a year unless a safety issue is present. Trails will be open from dawn until dusk, which is consistent with County-wide parks and trails - with the exception that “commuters” may utilize the trails for transportation purposes at any time of the day.

- 7. Trail Volunteer Program.** Henderson County in partnership with Friends of Ecusta Trail may develop a trail volunteer program to assist in patrolling, maintaining, and providing information and other services to trail users. If a volunteer program is implemented, details of the program will be provided to members of this MOU and the opportunity for collaboration will be discussed.
- 8. Law Enforcement.** The Henderson County Sheriff's Department, City of Hendersonville Police Department, and the Town of Laurel Park will enforce federal, state, and local law on the Ecusta Trail within their respective jurisdictions. County, City, and Town officers may enforce Henderson County Parks and Recreation rules and regulations which shall be in effect for all sections of the trail covered by this MOU. Officers shall regularly patrol the trail system along with other priorities. Any member of this MOU may contract with officers for special duty dedicated to patrolling the trails if needed and may also contract with outside groups to enhance safety and security. The three policing jurisdictions shall maintain a cooperative approach to safety and security on the Ecusta Trail System.
- 9. Special Events.** Special event permits may be issued for proposed activities that interfere with normal usage of the Ecusta Trail. Event sponsors shall obtain all required permits from the applicable jurisdiction. Prior to applying for a permit, event sponsors must request permission for the event from Henderson County via the Planning Department, which may approve or deny the request administratively. Local law enforcement agencies may request additional fees to cover any additional officers required for the event.
- 10. Construction, Building, and Other Permits.** In construction and major renovation projects undertaken on the Ecusta Trail System, the County shall obtain all applicable permits dependent upon applicable jurisdiction regulations. In addition, the County shall create a "permit team" of representatives from affected jurisdictional departments to expedite these permits. Permits shall not be unduly delayed, nor shall unnecessary burdens be placed on Henderson County. Henderson County commits to working cooperatively with the municipal departments on issues of mutual concern.
- 11. Encroachments and Connections.** All parties agree to adhere to the Henderson County Ecusta Trail Encroachment Policy and implement the policy when administering land use regulations. Additionally, no entity will allow a property owner to create access to the trail without a recorded encroachment agreement approved by the County Engineer.
- 12. Recognition of Partnership.** As appropriate, signage will be displayed throughout the trail system recognizing the partnership between Henderson County, City of Hendersonville, Town of Laurel Park, Friends of the Ecusta Trail, and Conserving Carolina. Signage shall be consistent with the branding and themes recommended by the Rails to Trails Advisory Committee.

**13. Cooperation.** In addition to the other areas outlined in this agreement, the three governments shall cooperate on obtaining grants for expansion and maintenance of the Ecusta Trail System. The City of Hendersonville and the Town of Laurel Park shall cooperate in the event of lawsuits and other complaints from the public.

**14. Trail Expansion.** Conserving Carolina in collaboration with all other parties should be tasked with working towards connecting the Ecusta Trail to existing and future greenways.

**15. Rails to Trails Advisory Committee.** All parties of this agreement are to be guaranteed representation on the Henderson County Rails to Trails Advisory Board.

**16. Revision.** This memorandum may be revised or modified only with consent of all parties.

**17. Termination.** This MOU may be terminated by either party with 60 days written notice to the other. If termination occurs, management responsibility for sections of the trail will revert to the current trail managing agency prior to the enactment of this MOU.

**IN WITNESS WHEREOF**, each party has caused this Agreement to be duly executed on the day and year first above written and if corporate, by their duly authorized representative.

On this the \_\_\_ day of \_\_\_\_\_, 2023

Attest:

\_\_\_\_\_

NAME, TITLE

**Approved by:**

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John Mitchell, Manager Henderson  
County  
113 Main St.  
Hendersonville, NC 28792

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Alex Carmichael, Manager Town  
of Laurel Park  
441 White Pine Dr. Laurel  
Park, NC 28739

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John Connet, Manager City  
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