

STATE OF NORTH CAROLINA

COUNTY OF GUILFORD

**MEMORANDUM OF UNDERSTANDING
BETWEEN GUILFORD COUNTY AND
THE TOWN OF OAK RIDGE
CONCERNING
PROPERTY STEWARDSHIP AND MANAGEMENT OF THE “CASCADES NATURE PRESERVE”**

THIS AGREEMENT is made and entered into on November 1, 2020, by and between **GUILFORD COUNTY**, a body politic and corporate of the state of North Carolina, hereinafter referred to as the “**COUNTY**,” and the **TOWN OF OAK RIDGE**, a North Carolina municipal corporation, hereinafter referred to as the “**TOWN**,” and also collectively referred to as the “Parties.”

WHEREAS, GUILFORD COUNTY purchased certain parcels of real property that is referred to as the “Cascades Nature Preserve,” as shown on the map which is attached hereto as **Exhibit II**. The Preserve is located at 7353 Goodwill Church Road, Kernersville, North Carolina, and is identified by GUILFORD COUNTY tax parcel numbers 0164920 and 0164853, comprising approximately 130 acres of undeveloped land; and,

WHEREAS, the Cascades Nature Preserve contains a wide range of outstanding and unique natural and recreational resources, which require periodic monitoring and management; and,

WHEREAS, the TOWN has offered to monitor and maintain the Cascades Preserve to help preserve its resources and to make it available to the public.

NOW, THEREFORE, the undersigned Parties hereto mutually agree that:

1. The TOWN will monitor and assist in managing the Cascades Nature Preserve in accordance with the “Stewardship and Management Plan for the Cascades Nature Preserve,” which is attached hereto as **Exhibit I**. The Town may make recommendations to the COUNTY for amending this Plan. Any amendment to this Plan which is approved by the COUNTY shall be in writing and will be incorporated by reference into this Contract.
2. The COUNTY and the TOWN will develop a schedule for implementing the Stewardship and Management Plan’s objectives and strategies and will meet annually or as needed to discuss matters of concern affecting the monitoring and management of the Cascades Preserve.
3. The COUNTY will be responsible for providing signage at the main entrance on Goodwill Church Road indicating that the TOWN is a partner in overseeing the Cascades Preserve.
4. There will be no tools and equipment provided or funds exchanged for work performed on the Cascades Preserve or for travel to and from the property without further written Agreement. The TOWN may make recommendations to the COUNTY concerning funding for management-related services, equipment or infrastructure that are beyond the capability of the TOWN to provide, and the COUNTY, at its sole discretion, may provide the recommended services, equipment or infrastructure.

5. Nothing in this Agreement shall affect or interfere with fulfillment of the obligations and rights of the undersigned Parties to manage the lands and programs administered by them in accordance with their other basic land management responsibilities.
6. While this Agreement is in effect, the Parties agree that they shall, at their own expense, maintain self-insurance or liability insurance with satisfactory limits, covering liabilities arising out of the activities contemplated under this Agreement and to promptly provide documentation of same as often as may be reasonably requested.
7. Any and all modifications or alterations (including actions/responsibilities of either party not expressly recognized herein) to this Agreement shall be made only by mutual consent and execution of a written, dated Contract Amendment, except as may otherwise be provided in this Agreement.
8. There are no third-party beneficiaries to this Agreement and no intended beneficiaries other than those identified herein.
9. This Memorandum of Understanding is in effect for a five (5) year period beginning November 1, 2020, unless or until sooner terminated by the Parties. Either undersigned Party may terminate this Memorandum of Understanding by providing thirty (30) days written notice to the other Party. Within ninety (90) days prior to the end of the initial five (5) year term, the undersigned Parties will assess the benefits accrued and determine if this Agreement should be renewed for another term.
10. The Parties agree that this Agreement is subject to the jurisdiction and laws of the State of North Carolina and both Parties will comply with applicable laws, including N.C.G.S. §143-129(j) regarding E-Verify. Any controversies arising out of this Contract shall be governed by and construed in accordance with the laws of the State of North Carolina.
11. This Agreement, including the Exhibits and/or Attachments, sets forth the entire Agreement between the Parties. All prior conversations or writings between the Parties hereto or their representatives are merged within and extinguished.

(The remainder of this page is intentionally left blank. This Contract continues on the following page.)

IN WITNESS WHEREOF, the Parties hereto have executed this Memorandum of Understanding pursuant to authority duly granted, effective as of the day and year first above written.

GUILFORD COUNTY

ATTEST:

Marty K. Lawing Date
County Manager

Robin Keller Date
Clerk to Board

(COUNTY SEAL)

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

Derrick Bennett
Interim Finance Director

TOWN OF OAK RIDGE

ATTEST:

Bill Bruce Date
Town Manager

Corporate Secretary Date

Print Name: _____

(TOWN SEAL)

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

Printed Name: _____
Town of Oak Ridge Finance Director

Exhibit I

Stewardship & Management Plan for the Cascades Nature Preserve

I. Introduction

The goal of this stewardship plan is to provide a sustainable, cost-effective strategy for preserving and enhancing the natural and recreational resources on the Cascades Nature Preserve over time and to mitigate any identified or potential environmental threats. The focus of the plan is long-term improvement of its natural resources and balancing this with an appropriate level of public access. The plan briefly summarizes the property's history and other pertinent information; identifies the property's conservation resources, features and threats; and outlines the stewardship objectives and strategies necessary to care for the property.

II. Property History & Information

A. Acquisition History & Transaction Information:

On June 28th, 2007, the County purchased a 65-acre tract from Lacy and Lena Baynes. On September 17th, 2008, the County purchased an additional adjacent 64-acre tract from Michael and Sylvia Berkelhammer. The Baynes and Berkelhammer properties adjoin one another to form a nearly 130-acre Preserve.

B. Easements and Encroachments

The Berkelhammer tract is bisected by Goodwill Church Road, which spans a 60-foot public right-of-way. There is a residual 4.72 acres northeast of Goodwill Church Road. The Baynes tract has a 20-foot utility easement and 20-foot drainage easement recorded in the northeast dog leg of the property.

C. Location and Access

Cascades Nature Preserve is located in western Guilford County, near the Forsyth County line, and is part of the Roanoke River basin, which begins north of Haw River Road. The property has been annexed by Oak Ridge. The preserve has three legal access points: one from the terminus of Smoke Crest Drive to the south, one from the trail easement owned by the Town of Oak Ridge that connects in off Haw River Road, and the primary access point from Goodwill Church Road to the north.

Neighboring properties include the Smoke Hollow neighborhood to the south, Forsyth County and the Kernersville Police Department shooting range to the west, Goodwill Church Road and a large-acreage open parcel to the north, and rural residential to the east.

III. Conservation Resources, Features and Threats

A. Biological Resources (taken from Natural Heritage Survey):

Moni Bates Consultant performed a biological inventory on the Baynes property in the Natural Heritage Inventory format. She conducted two site visits on June 11 and 15, 2007. The ecosystem integrity on the Baynes tract ranges from low in areas where invasive species dominate to moderate-to-high in other areas. The Baynes tract is completely forested and consists of three forest types, including: pine stands, mixed pine and early successional hardwoods, mature hardwood forests. The largest forest component is Dry-Mesic Oak-Hickory Forest. In this forest area, the understory ranges from a dominance of invasive species to "a moderate quality natural community." There are also components of Mesic Mixed Hardwood Forest

with very mature trees and few invasive species scattered throughout the tract; however, these areas are each under one acre in size. No “special status species” were noted on the property, and the potential for others was low to moderate. There were also no “disturbance-sensitive” species noted. A similar report was not conducted on the Berkelhammer tract because the entire property was clear cut just over ten years ago and is slowly regenerating with early successional species.

B. Physical Description:

The Cascades preserve is approximately 129 acres. The topography is moderately to steeply sloped, with very little flat area. The property has numerous first order tributaries to Belews Creek, including one perennial stream. Large boulders resistant to erosion line the streambed in part of this perennial creek, providing the look of cascading waterfalls. Erosion and incising have been noted in tributaries upstream of the boulder set, but the stream appears relatively healthy below it. All stream banks are well vegetated. No significant floodplain or wetlands were noted on the property, just a small section of floodplain on the perennial creek along the western boundary line.

C. Historical Features:

None noted.

D. Environmental & Safety Threats:

The potential environmental threats noted on the property are invasive species, illegal use of ATVs, continued erosion and deep head cuts on some of the upstream tributaries, and encroachments and dumping of yard debris from adjacent neighbors in surrounding subdivisions. Safety threats include stray bullets from the adjacent Kernersville shooting range, illegal hunting, and potential injury from hikers falling on steep slopes or in severe head cuts along streams.

IV. Stewardship Objectives and Strategies

A. Remove trash and other debris on property & report illegal dumping

1. Both parties will monitor the parking area at Goodwill Church Road for any illegal dumping and maintain the grounds and aesthetics of parking area to discourage any future issues.
2. Both parties will be responsible for monitoring the trail system and preserve property.

B. Monitor stream head cuts and take appropriate action

1. Co-develop an assessment plan and timeline, that works for both parties, to fully document all streams within the property over the next five-years to monitor existing erosion and incising issues, identify deterioration rates, and possible impacts.
2. At the end of this five-year assessment, based on the findings, both parties will develop a comprehensive plan to address future implementation of any needed restoration or rehabilitation work.
 - a. If immediate corrective actions or remediation is needed to mitigate serious erosion issues before the completion of the five-year assessment, both parties will work together to resolve the issue; this does not constitute a financial obligation by either party.

C. Both parties will post and mark property boundary as resources permit

1. Mark trees along boundary with paint.
2. Record GPS points at all boundary corners.
3. Post boundary signs every 300' or less around boundary and along roads.

4. Post informational signs at primary entrance points.

D. Maintain trails and other infrastructure on the property

1. Oak Ridge will continue to routine maintenance on the existing Preserve and trail system, this includes:

Weekly

- a. Check on parking lot, trails, amenities.
- b. Cut grass and trim out around parking lot as well as the bank on the Preserve side.

Seasonally:

- c. Fertilization of grass and shrubs.
- d. Prune shrubs.

As needed:

- e. Clear trails of downed branches.
 - f. Remove downed trees on trail.
 - g. Replace missing markers.
 - h. Remove any timber in streambed that restricts water flow.
2. Guilford County and the Town of Oak Ridge acknowledge the conservation, health and wellness, and economic benefits the Mountains-to-Sea Trail contributes locally and state-wide. Both parties affirm their commitment to the MST alignment through Cascades Preserve and to continued coordination with local/state partners, who without which this would not be achievable.
 3. The County will retain responsibility for the development of future infrastructure, unless otherwise agreed upon by both parties in writing.

E. Provide for public access

1. Rules and regulations
 - a. Visitors may use this preserve for educational purposes, hiking, bird & wildlife viewing, photography, geocaching along trails, and enjoying nature. The preserve is open to foot traffic only.
2. The following items below are PROHIBITED without express permission from Guilford County:
 - a. Collecting or harming plants, wildlife or artifacts
 - b. Use of motorized vehicles such as ATVs
 - c. Biking or horseback riding
 - d. Consumption or possession of alcohol or illegal drugs
 - e. Hunting or trapping
 - f. Trespassing on neighboring properties (boundaries are signed)
 - g. Dumping
 - h. Camping
 - i. Fires
 - j. Pets off leash

F. Contract with the Town of Oak Ridge for trail and property monitoring and management

1. The Town's primary responsibilities include:

- a. Assisting the County with public inquiries about the property
 - b. Assisting with wildlife habitat enhancement efforts
 - c. Monitoring trails and property for illegal use, identifying maintenance needs, and temporarily shutting down trails in bad condition
 - d. Maintaining trails in a good and passable condition
 - e. Assisting with trail and boundary signage
 - f. Bi-monthly inspection and maintenance of parking area
 - g. Assisting with invasive species control & management
2. Other responsibilities could include:
- a. Leading groups on organized hikes
 - b. Organizing wildlife inventories on the property
 - c. Other activities consistent with this plan

G. Both parties will manage the preserve for wildlife habitat

- 1. Manage property with efforts to retain greatest biodiversity
- 2. Find creative solutions to encourage and enhance wildlife habitat on property
 - a. Institute pollinator pockets where feasible (e.g. parking area plants and shrubs)
 - b. Encourage school groups, educators, etc. to utilize property for enhancement opportunities

H. Control invasive species

- 1. Some invasive species were identified in the early biological inventory. Since that time, these populations have continued to grow and spread, and as well, newer invasive species threats have emerged. Both parties will work together over the next five years to develop a plan utilizing combined resources and labor, in an effort to document the findings, control the spread, and ultimately eradicate these species and this environmental threat from the property.
- 2. Both parties will work together to assess and document in order to establish most threatened areas by July 1, 2022.
- 3. Once prioritization has been established, these areas will be targeted annually with prescribed resources.
- 4. This five-year plan will need to be fluid to account for existing conditions and environmental changes, however, full documentation throughout any component of this process will take place to ensure efficacy of control.

V. Plan Implementation

Develop a schedule in cooperation with the Town of Oak Ridge for implementing the above objectives & strategies, which would include the following and be incorporated into this document as an Appendix:

- 1. The party responsible
- 2. Funding estimates

VI. Updates

This Plan, implemented November 1, 2020, shall be updated every five (5) years to document and plan for the changing condition of the property's natural resources and stewardship needs over time.

