

STATE OF NORTH CAROLINA

BRYAN PARK NORTH AGREEMENT

COUNTY OF GUILFORD

CITY OF GREENSBORO

This BRYAN PARK NORTH AGREEMENT, made and entered into as of the ____ day of _____, 2019 by and between GUILFORD COUNTY, referred to as "COUNTY," and the CITY OF GREENSBORO, referred to as "CITY."

WHEREAS, the CITY and COUNTY have been given approximately 534.43 acres of land for a park, referred to as "Bryan Park North", by the Joseph M. Bryan Foundation of Greater Greensboro, Inc., referred to as the "Foundation," pursuant to a deed dated August 5th, 1998 and recorded on September 2, 1998 in Book 4739, Pages 1760-1767 in the Guilford County Register of Deeds; and

WHEREAS, the CITY and the COUNTY deeded 23.57 acres, more or less, of the 534.43 acres to Timothy and Sandra Troxler on April 3, 2007 in a deed recorded in Book 6701, Pages 2836-2841 located in the Guilford County Register of Deeds office, leaving approximately 510.86 acres as Bryan Park North.

WHEREAS, the CITY deeded its one-half interest in the remaining Bryan Park North to the COUNTY pursuant to a Special Warranty Deed recorded on November 12, 2008 in Book 6951, Pages 2410-2411 located in the Guilford County Register of Deeds; and

WHEREAS, the COUNTY now intends to convey back to the CITY a one-half interest in the remaining Bryan Park North, also referred to as Parcels: 128213 (770 Doggett Road, approximately 476.23 acres); 128250 (7519 Doggett Road, approximately 21.6 acres); and 128241 (7219 Brown Summit Road, approximately 12 acres); and

WHEREAS, the use of said Bryan Park North is limited to open space, public park and open space, and governed by the terms of an agreement dated March 31, 1998 among the Foundation, the CITY, and the COUNTY, and by the restrictions of the deed dated August 5, 1998, both of which are incorporated herein by reference; and

WHEREAS, the CITY and COUNTY have prepared a Master Plan for development of Bryan Park North; and

WHEREAS, on July 1, 2020, marking the beginning of the 2020-2021 fiscal year, the CITY and COUNTY desire to share equally all revenues and all capital and operating expenses for Bryan Park North.

NOW THEREFORE, it is agreed, in consideration of the mutual covenants promises and agreements contained herein, as follows:

- 1) Park Name: The property shall be referred to as "Bryan Park North at Guilford County."
- 2) Ownership and Use: Bryan Park North shall be owned jointly by the CITY and the COUNTY as tenants in common, with each party having an undivided one-half interest in each of the above referenced tracts. All future acquisitions shall be jointly approved by the City Council and the County Board of Commissioners.

- 3) Park Operation and Maintenance: On and after July 1, 2020, all operating and maintenance costs of the undeveloped and developed areas of Bryan Park North shall be shared equally by the CITY and the COUNTY and one-half of such costs advanced by one shall be reimbursed by the other.

On and after July 1, 2020, the COUNTY shall operate and maintain the Bryan Park North and invoice the CITY for one-half of the actual costs, including the following:

- a. Maintenance of Grounds: All daily maintenance of the Bryan Park North shall be performed by employees of the COUNTY Parks and Recreation Department who shall hire sufficient personnel to maintain the property.
 - b. Revenues: All revenues from the operation of the Bryan Park North, including farmland lease revenue, shall be shared equally by the CITY and COUNTY. Revenues shall be collected by the COUNTY when due and applied to the cost of maintaining Bryan Park North.
 - c. Direct Costs: All direct maintenance costs shall be reasonably documented and shared equally by the CITY and COUNTY.
 - d. Insurance: Worker's Compensation Insurance shall be paid equally by the CITY and the COUNTY based on ~~a rate of \$18.55 per thousand dollars~~ compatible with existing rates paid by the CITY and COUNTY. This cost shall be adjusted every three years to reflect adjustments in worker's compensation rates. All remaining insurance, including Fire Insurance, Extended Coverage Insurance and Liability claims, including operating, administrative, adjusting and defense expenses, shall be shared equally by the CITY and the COUNTY.
 - e. Budget: An annual operating budget shall be approved by the City Council and the County Board of Commissioners for the maintenance of the Bryan Park North.
 - f. Indirect Costs and Other Matters: Indirect costs, calculated as 10% of park operations costs, shall be shared equally. The CITY will pay to the COUNTY a 10% indirect cost surcharge on its half of the operating costs. All other administrative and operational matters, including the designation of CITY or COUNTY personnel to perform administrative functions, and reconciliation of cost issues may be handled by the CITY and COUNTY managers.
- 4) Current Uses: Currently, portions of the Bryan Park North are used for cross country running trails, horse trailer parking, horse riding trails, flying radio controlled models, and leased farm land. The parties will endeavor to continue these current uses in their current locations unless the parties agree in a properly executed amendment (and pre-audited, if necessary) to this agreement that one of these uses shall be moved or terminated. Any uses proposed on the Master Plan, but not currently in place, such as, but not limited to, soccer and lacrosse practice fields, will be considered pursuant to paragraph 5(d) below.

- 5) Bryan Park North Development: Bryan Park North shall be developed in accordance with the Master Plan, as it may be amended from time to time by a properly executed, pre-audited written agreement between the CITY and the COUNTY.
- a. Budget: Each year a Bryan Park North development budget shall be submitted to the City Council and County Board of Commissioners. The budget shall list improvements to be made. The adoption of the development and/or capital improvements budget by each party shall be the appropriation and approval for the work to be completed in the designated program year.
 - b. Contracts: If future development or uses of Bryan Park North have been approved by both the CITY and the COUNTY, as required herein, the COUNTY shall contract with engineers, consultants, contractors and other parties as necessary to complete the park development work. Those contracts required by state law to be approved by County Board of Commissioners shall be approved by the COUNTY; those contracts not requiring County Board of Commissioners approval shall be approved in accordance with COUNTY fiscal policy. These costs shall be shared equally by both parties as other costs and expenses are so shared.
 - c. Oversight: Three members each from the City Parks and Recreation Commission and the County Parks and Recreation Commission shall be appointed to an oversight committee for Bryan Park North. Said committee shall meet at least semiannually to review operating policies, park development options and any other matters pertaining to the Bryan Park North. The committee shall act in an advisory role to County staff responsible for operating Bryan Park North and to the City Council and County Board of Commissioners through their respective Parks and Recreation Commissions.
 - d. If agreed upon in a properly executed written amendment to this agreement, the CITY or the COUNTY may undertake a use of Bryan Park North, such use not being prohibited by the agreements and Master Plan referenced above, and thereby provide all costs associated with developing and maintaining this use and recover all revenues generated by this use. The non-developing party of this use will not be required to contribute any costs towards developing or maintaining this use.
 - e. All uses not specifically agreed upon in the Master Plan or in a properly executed amendment to the Master Plan or to this agreement are prohibited.
- 6) Regulations: Appropriate regulations shall be adopted by the CITY and COUNTY as the need arises in operating Bryan Park North.
- 7) General Provisions:
- a. Relationship of Parties: The CITY and COUNTY shall not have the power to bind or obligate the other party except as provided herein.

- b. Assignments: This agreement is not assignable by either party without the written consent of the other.
- c. Notices: All notices provided for in this agreement shall be in writing, addressed to the CITY and COUNTY Managers.
- d. Governing Law: This agreement shall be construed under the provisions of the law of the State of North Carolina.
- e. Good Faith: The parties mutually agree to deal in good faith one with the other in all respects in performing their duties under this Agreement.
- f. Entire Agreement: This agreement contains the entire agreement between the parties and amendments, if any, shall be in writing and properly executed by both the City Council and the County Board of Commissioners.
- g. Duration: This agreement will continue on a year to year basis, except as properly amended in writing or unless terminated in a manner set forth below, subject to annual appropriation.
- h. Termination: This agreement shall be subject to annual review and may be terminated at the end of the fiscal year upon sixty days advance written notice by one to the other party.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the day and year first above written.

GUILFORD COUNTY

CITY OF GREENSBORO

Marty K. Lawing Date
County Manager

David Parrish Date
City Manager

ATTEST:

ATTEST:

Robin B. Keller Date
County Clerk of Board

Angie Lord Date
City Clerk to Board

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

Guilford County Finance Director Date

City Finance Director _____ Date _____

Approved as to Legal Sufficiency

Approved as to Legal Sufficiency

County Attorney Date

City Attorney Date