

**NORTH CAROLINA
JACKSON COUNTY**

THIS AGREEMENT FOR CONSTRUCTION OF THE CASHIERS DOG PARK, made this ____ day of _____, 2021 by and between **VISION CASHIERS, INC.** a North Carolina Non-Profit, P.O. Box 523, Cashiers, North Carolina 28717, hereinafter referred to as “Vision Cashiers” and **THE COUNTY OF JACKSON**, a body politic and subdivision of the State of North Carolina, 401 Grindstaff Cove Road, Sylva, NC 28779, hereinafter referred to as “The County”.

RECITALS:

1. The parcel of land (“Subject Property”) which is the subject of this Agreement is a portion of the property owned by Cashiers Valley Community Council and leased to the County as described in Deed Book 1861, Page 371, Jackson County Registry. The Subject Property is the portion of the leased property located between two ball fields on the County’s Parks and Recreation Department Complex located in Cashiers on Frank Allen Road. The area is to be designated as the Cashiers Dog Park and is shown in more detail on Exhibit “A” hereby incorporated into this agreement as if fully set forth herein. The Subject Property is part of the property identified by Parcel Identification Numbers 7572-20-4449 and 7572-20-5796.

2. Each of the parties affirm that the execution of this Agreement has been approved by its respective governing board or body, and that the proper individual or officer is authorized to sign this Agreement.

3. Vision Cashiers will contribute \$50,000.00 (“Construction Costs”) towards the construction of the Cashiers Dog Park to be located on the Subject Property for use by the general public. The Cashiers Dog Park will be constructed to meet the specifications and design shown on the attached Exhibit “B” incorporated into this Agreement as if fully set forth herein.

4. The County will construct the Cashiers Dog Park on the Subject Property for the Construction Costs and will maintain the Dog Park on the Subject Property, or similar property for at least ten years.

NOW THEREFORE, in consideration of the various mutual and reciprocal covenants and agreements and other good and valuable consideration running to and from each of the parties, the receipt of which is hereby acknowledged and the sum and sufficiency of which is deemed to be adequate and in the best interest of all the parties, the parties agree to the following:

1. Vision Cashiers will contribute \$50,000 to the County to cover the costs of construction of the Cashiers Dog Park. Vision Cashiers will hold the funds and pay for permitting fees and materials as they need to be purchased. Vision Cashiers will also release funds to the County as stages of construction of the Dog Park are completed.

2. The County will obtain the necessary permits to complete the project and will keep Vision Cashiers updated on the progress of the project and provide advanced notice when costs for fees or materials will be needed.

3. The County agrees to maintain the Cashiers Dog Park for a minimum of ten years from the date of this Agreement. If the County should require the use of the Subject Property within the ten years' time, the County will relocate the Cashiers Dog Park to a nearby or similar facility at their cost. Though the County intends and hopes to maintain the Dog Park for as long as they lease the property, there will be no obligation for the County to do so beyond the initial ten years.

4. The County will own the Cashiers Dog Park once it is constructed on the Subject Property and Vision Cashiers will have no ownership or interest in the Cashiers Dog Park.

5. Vision Cashiers will have no further liability or responsibility related to the Cashiers Dog Park once this project is completed. Vision Cashiers will have no responsibility for future maintenance of the Dog Park after the completion of this project. The County will be responsible for maintenance, repairs and liability related to the Dog Park.

6. The County will be responsible for drafting appropriate rules and regulations for the Cashiers Dog Park and for posting appropriate signage. All signage will comply with the Jackson County Unified Development Ordinance pertaining to the Subject Property including a sign to be built during construction identifying the donors and their dogs as "Puppy Patrons". The cost of the signage will be paid for from the Construction Costs.

7. Binding Nature: This Agreement shall inure to the benefit of both Parties, their successors and permitted assigns, and all obligations of both Parties shall bind their successors and permitted assigns.

8. Governing Laws: This Agreement shall be deemed to be made under and, in all respects shall be governed by and construed in accordance with, the laws of the State of North Carolina, with venue in that State.

9. Amendments: The terms and provisions of this Agreement may not be waived, altered, modified or amended except in writing duly executed by the Parties.

10. Notice: All notices or communications under this Agreement shall be in writing and shall be personally delivered, mailed by certified mail, return receipt requested, sent via overnight delivery service, sent via facsimile transmission with confirmed receipt, or by electronic mail with confirmation of receipt to the Parties.

10. No Partnership: This agreement does not create a partnership relationship. No party has authority to enter into contracts on the others' behalf.

11. Neither party shall assign rights or obligations under the Agreement without the written permission of the other Party.

12. Sole Agreement between the Parties: This Agreement constitutes the sole agreement of the parties and correctly sets forth the rights, duties, and obligation of each to the other in relation thereto as of its date. Any prior agreements, promises, negotiations, or representations concerning its subject matter not expressly set forth in this Agreement are of no force or effect.

13. The Parties agree that this Agreement and any other documents to be delivered in connection herewith may be electronically signed or signed and scanned by email, and that any electronic signatures appearing on this Agreement or such other documents are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility

IN WITNESS WHEREOF, this Agreement has been executed to be effective as of the day and year first above written.

VISION CASHIERS, INC.

Printed Name _____
Title: _____

Date: _____

ATTEST:

COUNTY OF JACKSON

Angela M. Winchester, Clerk to Board

Brian Thomas McMahan, Chairman
Board of Commissioners

Date: _____

Date: _____

(County Seal)

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

This the _____ day of _____ 2021

Finance Officer
Jackson County, North Carolina