

**MEMORANDUM OF AGREEMENT
BETWEEN
THE NORTH CAROLINA WILDLIFE RESOURCES COMMISSION
AND
SYLVIA AND BAYSEL KNOX**

THIS AGREEMENT, made and entered into the 4th day of July, 2016, by and between the **North Carolina Wildlife Resources Commission**, hereinafter called the **Commission** and **Sylvia and Baysel Knox**, hereinafter called the **Knox Family**,

WITNESSETH:

Whereas, the **Commission** is authorized by law to conduct fisheries management programs for the benefit of the anglers of the state of North Carolina on all public waters, and

Whereas, it is desirable for the **Commission** to provide public fishing access to the waters of North Carolina, and

Whereas, the **Knox Family** owns property (i.e., Knox Landing) on the east bank of the Old Mill Pond south of Falls Avenue, Granite Falls, NC, in Caldwell County, and

Whereas, fishing access facilities exist on the **Knox Family** property, and

Whereas, having a public fishing access point on the **Knox Family** property would be desirable to the **Commission** by increasing public recreational fishing opportunities,

Therefore, in consideration of the mutual advantages and the respective obligations assumed herein,

THE COMMISSION AGREES:

- 1) To have agency enforcement staff patrol the site to enforce **Commission** regulations and discourage the use of the site by parties not using the site for fishing access or for the launching and retrieving of small vessels.
- 2) To post regulatory signage stating that the site is only to be used for fishing access or for the launching and retrieving of small vessels.
- 3) Provide regular maintenance of the site to support public use.

THE ~~BLACKWOOD~~ FAMILY AGREES:
KNOX

- 1) To permit access to **Commission** personnel engaged in management activities, maintenance, and in patrolling the public fishing access point located on the **Knox Family** property.

- 2) To permit access, free of charge, to the public desiring to use the public access point located on the **Knox Family** property for its intended purposes of fishing access or for the launching and retrieving of small vessels.
- 3) To permit the **Commission** to post regulatory signage stating that the site is only to be used for fishing access or for the launching and retrieving of small vessels.

IT IS MUTUALLY AGREED:

- 1) That this agreement shall become effective as soon as signed by both parties. The program shall continue in effect until August 31, 2021. Upon reaching the expiration date, the agreement will automatically be renewed for an additional 5 years unless cancellation is requested in writing by either party.
- 2) Either party can terminate this agreement by providing a written notice with a 60-day grace period.
- 3) That the **Commission** and the **Knox Family** should confer annually concerning the satisfaction of both parties with this agreement, and that any future additions or modifications to this Memorandum of Agreement must be agreed upon by both signatories.
- 4) That nothing in this agreement shall obligate parties to any conditions not specifically stated herein.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day, month and year first written above.

North Carolina Wildlife Resources Commission

By: [Signature]
Section Chief, Land and Water Access Section

7/18/16
Date

Christina T. Waters

7/18/2016

The Knox Family

By: [Signature]

7-4-16
Date

By: [Signature]

7-4-16
Date