

**MEMORANDUM OF AGREEMENT**

**BETWEEN**

**NORTH CAROLINA WILDLIFE RESOURCES COMMISSION**

**AND**

**YADKIN COUNTY**

THIS AGREEMENT, made and entered into this 6th day of

July, by and between the North Carolina Wildlife Resources Commission, hereinafter called the **Commission**, and Yadkin County, hereinafter called the **County**;

**WITNESSETH:**

**Whereas**, the **Commission** is authorized to create and improve public fishing access in inland waters for the benefit of the sportsmen of North Carolina; and

**Whereas**, pursuant to a lease agreement between the **County** and the State of North Carolina, the **County** manages a certain property along the west bank of the Yadkin River adjacent to NC 67 in Yadkin County; and

**Whereas**, it is desirable for the **Commission** to improve public fishing access on the Yadkin River on property owned and controlled by the **County**; and

**Whereas**, it is desirable for the **County** to increase the recreational opportunities for its citizens and visitors by cooperating with the **Commission** to improve angler access on the Yadkin River,

**Now, therefore**, in consideration of the mutual advantages likely to result from this agreement and the respective obligations assumed herein,

**THE COMMISSION AGREES:**

1. To provide and install a kiosk and signage identifying the site as the ***Donnaha Public Fishing Area***; and
2. To include the ***Donnaha Public Fishing Area*** in the routine patrols of **Commission** Wildlife Enforcement Officers.

**THE COUNTY AGREES:**

1. To permit the Commission to install a standardized wooden kiosk and associated signage identifying the site as the ***Donnaha Public Fishing Area*** and displaying state fishing regulations and associated public service information;

2. To ensure that proper recognition is given to the **Commission** in all press releases, brochures and advertisements developed by the **County** concerning visitation and usage of the ***Donnaha Public Fishing Area***; and
3. To permit free fishing by the general public on the ***Donnaha Public Fishing Area***, without discrimination and consistent with the **Commission's** regulations.

**IT IS MUTUALLY AGREED:**

1. That the County will maintain the grounds surrounding the site, keeping the grass mowed at regular intervals year round and litter removed regularly;
2. That fishing regulations and licenses, as required by state law, shall be jointly publicized and enforced;
3. That nothing in this Agreement shall obligate either party to any conditions not specially stated herein;
4. That this Agreement shall become effective as soon as it is signed and dated by both parties and shall continue in effect for 10 years from the date of signing. Upon reaching the termination date, the Agreement will automatically be renewed for an additional 5 years unless either party requests cancellation in writing 90 days prior to the termination date; and
5. That either party may terminate its involvement in this Agreement by written notice to the other at least 90 days in advance of the date on which termination is to become effective.

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

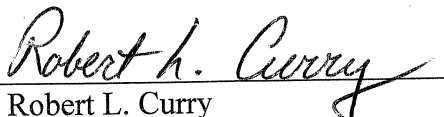
Approved and agreed to:

**Yadkin County**



By: Chairman  
Yadkin County Board of Commissioners

**N.C. Wildlife Resources Commission**



By: Robert L. Curry  
Chief, Division of Inland Fisheries

7 July, 2015

Date

20 July 2015

Date