

**DENNY COVE
CLIMBING MANAGEMENT AGREEMENT**

South Cumberland State Park (“SCSP”), a division of Tennessee State Parks, and Southeastern Climbers Coalition (“SCC”), an Alabama Nonprofit Corporation, hereby agree to the following terms of the Denny Cove Climbing Management Agreement (“Agreement”), as set forth below:

SECTION I. RECITALS

WHEREAS, the Denny Cove climbing area is in Marion County, more particularly illustrated in Exhibit A and referred to herein as “Denny Cove,” that features exceptional conservation and recreational values to the people of Tennessee;

WHEREAS, the local climbing community has developed this area as a recreational resource for rock climbing with the long-term interest of protecting this open space for future generations of visitors;

WHEREAS, SCC is a 501(c)(3) non-profit corporation dedicated to preserving climbing areas for present and future generations to enjoy;

WHEREAS, SCC is dedicated to working with its nonprofit partners to acquire and protect Denny Cove;

WHEREAS, the success of acquiring and protecting Denny Cove requires the interest and support of SCSP to own and manage this area long-term; and

WHEREAS, SCC is willing to provide for the services, means and methods to assist in managing natural resources and recreational use at Denny Cove.

NOW, THEREFORE, if successfully acquired by SCC and its nonprofit partners, SCSP and SCC agree to partner to improve, manage and further develop a sustainable climbing area and natural area as follows:

SECTION II. RESPONSIBILITIES OF SCC

Beginning on the effective date of acquisition of Denny Cove by SCC or one of its nonprofit partners, SCC shall assist in managing Denny Cove as follows:

A. ROAD: SCC will provide grading and gravel as needed for adequate vehicular access.

B. GATE ACCESS: AT SCSP’s discretion, SCC is willing to install and manage access to Denny Cove with a gate access system similar to the one in place at the Deep Creek access parking lot to Cumberland Trail. With this system, a locked gate will be installed; the code for the gate lock will be available to the public on SCC’s website; and users will be able to acquire the gate lock code simply by agreeing to the Denny Cove’s Rules and Regulations (see Exhibit B for the gate’s approximate location).

C. PARKING: SCC will clear, grade and gravel a parking area for up to 40 vehicles (see Exhibit B for approximate location of parking area); and provide grading and gravel as needed.

D. TRAILHEAD KIOSK AND TRAIL SIGNS: SCC will build, install and maintain an informational trail head kiosk for Denny Cove. The Kiosk will provide an area map; general management information; area rules, regulations and restrictions; emergency contact information, and other pertinent or required SCSP information.

E. TRAILS: SCC will build a trail to access the climbing area and a trail to the scenic overlook. SCC will build and install primitive trail signage; conduct volunteer Adopt a Crag trail days to enhance trail maintenance and sustainability; and trim and remove minimal vegetation for viewshed enhancement at the scenic overlook.

F. CLIMBING AREA: SCC will manage and maintain access to the Denny Cove climbing area, according to the rules described below, SCSP rules, and in a manner consistent with climbing management best practices as outlined in Access Fund's *Climbing Management: A Guide to Climbing Issues and the Development of a Climbing Management Plan*.

G: TRASH: SCC will manage trash and human waste at Denny Cove with a Leave No Trace policy, in keeping with the site's primitive recreational access infrastructure. Climbers and other users should pack out what they pack in. SCC will conduct road, trail, overlook and climbing area clean-ups and trash pick-ups as a part of volunteer stewardship events.

H. COORDINATION WITH SCSP: SCC will conduct all Denny Cove management and maintenance activities in coordination with SCSP. SCC will appoint at least one volunteer as a Denny Cove land manager and SCSP liaison. The Denny Cove land manager will be available on call to address maintenance or management issues. SCC and SCSP will meet in person or via phone at least once a quarter, and are encouraged to be in contact as needed.

I. RESOURCE PROTECTION: SCC will work with SCSP to manage Denny Cove for the protection of natural and cultural resources of concern.

J. MISCELLANEOUS: *Additional responsibilities.*

SECTION III: RESPONSIBILITIES OF SCSP

Beginning on the effective date of ownership of Denny Cove by SCSP, SCSP shall permit rock climbing, hiking, and other appropriate uses within the Denny Cove area of SCSP as follows:

A. COMMUNICATION WITH SCC: Maintain regular communications with SCC's Denny Cove Land Manager or other appropriate SCC contact; and provide SCC with a primary SCSP contact.

B. *To be filled out by SCSP.*

Notwithstanding any other provision of this Agreement, SCSP shall maintain the authority and responsibility to manage and operate the Denny Cove Area of SCSP, including the Premises.

Nothing in this Agreement shall be construed to divest SCSP of its operations and management responsibilities and authority, nor to vest SCC with any operation or management responsibilities beyond those described herein.

SECTION IV: RULES AND REGULATIONS

A. Relevant SCSP regulations that apply.

B. Specific Denny Cove climbing management regulations:

1. Practice Leave No Trace ethics. See www.lnt.org for more information.
2. Pack out all trash.
3. Stay on established trails.
4. No sport rappelling allowed.
5. No top roping directly through fixed top anchors. The rope should not run through the fixed anchors during top roping, but through carabiners.
6. Do not use chalk excessively.
7. Be courteous. Limit your time on routes if others are waiting.
8. Do not urinate near climbs or trails. Pack out waste, or bury all waste and toilet paper.
9. Notify SCC's Denny Cove Land Manager prior to establishing new routes, or maintaining existing routes. Stainless steel fixed anchor hardware is required.

SECTION V: CONDITIONS

A. NON-FUND OBLIGATING DOCUMENT. This Agreement is neither a fiscal nor a funds obligation document. Nothing in this document shall obligate either party to expend funds or to enter into any future contract, supplemental agreement of obligation with the other.

B. FORCE AND EFFECT: If any provision of this Agreement is determined to be inconstant with existing law, regulations or directives governing the signatories, then only that provision of the Agreement affected by a finding of inconsistency shall be voided.

C. TERM: This Agreement shall be in effect from the date of signing and shall continue for a period of FIVE (5) years thereafter, unless earlier terminated or limited as provided in this Agreement. The Agreement shall automatically renew for successive periods of FIVE (5) years unless cancelled by either party as set forth in subsection G hereof.

D. DESIGN AND CONSTRUCTION: All new and modified road, parking, and trail improvements shall be designed and constructed so as to promote low impact, sustainable use, and low maintenance. Any improvements shall be designed so as to be compatible with Denny Cove's natural, scenic, and open space condition for recreational and specifically rock climbing use.

F. RESPONSIBILITY FOR CLIMBING ACTIVITIES: Nothing in this Agreement shall be construed to place the responsibility for climbing activities permitted by this Agreement on SCC. Climbing activities permitted by this Agreement shall be the sole responsibility of each

individual person that participates in such activities. Climbers must exercise their freedom to choose their own routes and climbing styles, within the limits necessitated by the uniqueness and fragility of the environment and the rights, needs and safety of other climbers and users of the land. Responsibility for safe climbing rests solely with the individual climber. SCC and SCSP do not maintain the rocks, cliffs, or other natural features of the terrain, climbing routes, do not provide supervision or instruction, and are not responsible for the condition of the terrain, or the acts of persons using Denny Cove.

G. AMENDMENT: This Agreement may not be altered except by mutual agreement of the parties hereto.

H. TERMINATION: This Agreement may be terminated by either party upon delivery of written notice to the other within THIRTY (30) days of a breach of the terms of this agreement, unless the party corrects the breach within an additional THIRTY (3) day period.

I. CONTACTS

To SCSP: NAME
 ADDRESS
 PHONE
 EMAIL

To SCC: NAME
 ADDRESS
 PHONE
 EMAIL

IN WITNESS THEREOF, the parties herein set below their signatures:

SOUTH CUMBERLAND STATE PARK

By:_____

Its:_____

SOUTHEASTERN CLIMBERS COALITION

By:_____

Its:_____

EXHIBIT A

MAP OF DENNY COVE

American Timberland - Denny Cove Tract
671 acres
Marion County, TN

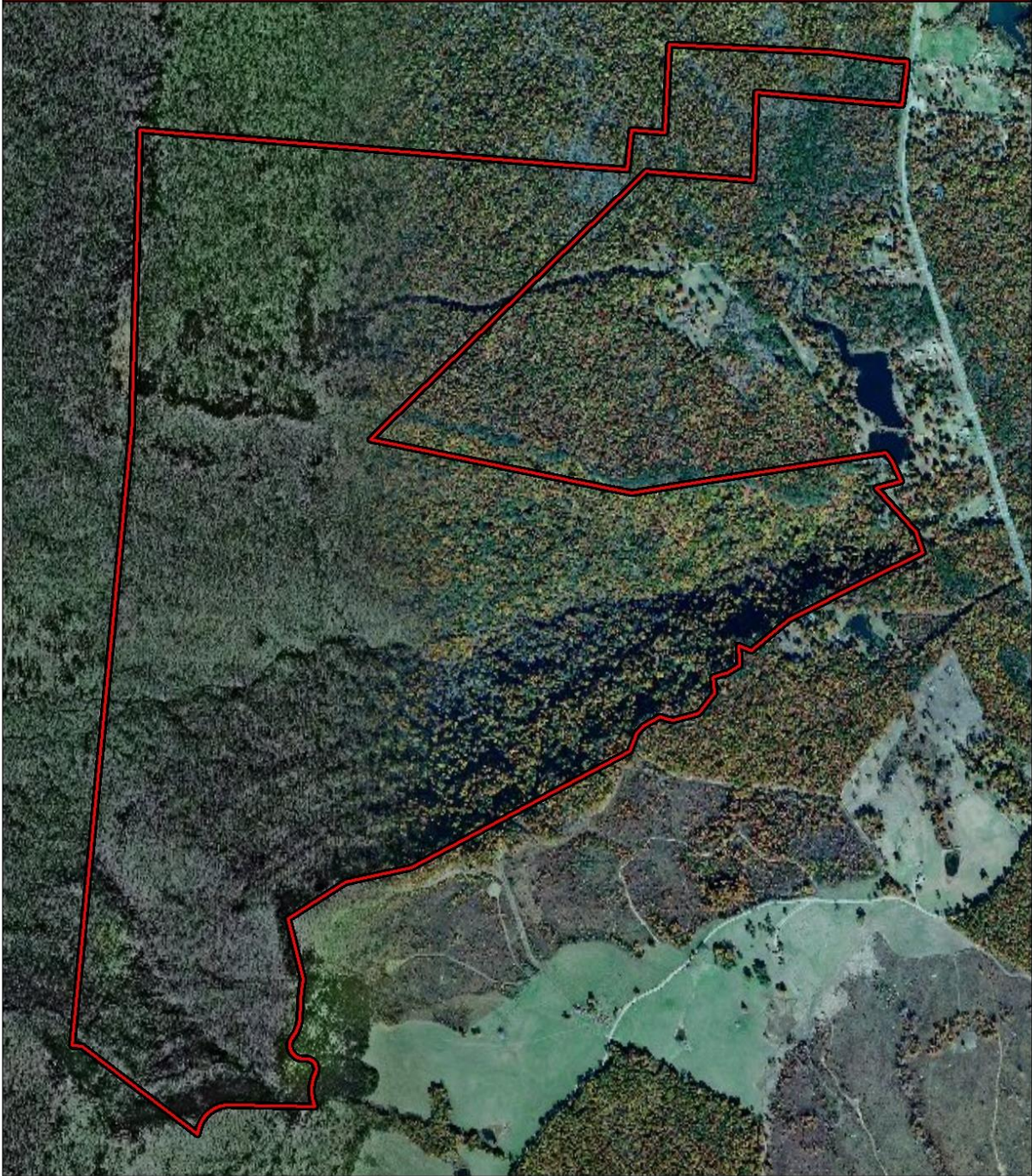


EXHIBIT B

MAP OF DENNY COVE SITE PLAN

