

STATE OF NORTH CAROLINA
CALDWELL COUNTY
STORMWATER OPERATION AND MAINTENANCE AGREEMENT

THIS AGREEMENT, made and entered into this the ____ day of _____, by and between City of Lenoir, hereinafter referred to as City, and _____, hereinafter referred to as

Owner;

WITNESSETH

THAT WHEREAS, Owner is this day accepting responsibility for the storm water best management practice (BMP) device(s) installed on that certain real property known as

_____, as described in the deed and as shown

on the plat thereof recorded in the Deed Book _____, Page _____, and/or Plat

Book _____, Page _____, Caldwell County Registry; and

WHEREAS, as a part of the construction of the development the City's Phase II Storm water Ordinance required that a storm water Best Management Practice (BMP) device(s) be constructed; and

WHEREAS, the Owner accepts responsibility for the maintenance of the storm water BMP device(s) listed below as prescribed in the attached minimum maintenance measures addendum/addenda; and

WHEREAS, the Owner grants access to City of Lenoir to inspect the storm water BMP device(s); and

WHEREAS, the Owner understands that this Agreement shall endure to the benefit of his successors in title, whomsoever they may be in the future.

NOW, THEREFORE, it is understood and agreed by and between the parties:

1. The maintenance of the storm water BMP device(s) listed below shall be the sole responsibility of the Owner.

2. The responsibility for the maintenance of the storm water BMP device(s) shall pass in the chain of title to the Owner's successor in interest.

3. Access is granted to City of Lenoir to carry out all provisions of the City's Phase II Storm water Ordinance, including but not limited to inspections of the storm water BMP device(s).

4. Annually, the Owner shall provide an annual inspection report for each storm water BMP device listed below from a qualified professional according to the City's Phase II Storm water Ordinance.

5. The annual inspection shall occur before the first and each subsequent anniversary of the as-built certification. The inspection report(s) shall be submitted to the City's Engineering Department at 510 B Greer Circle, or mailed to the City's Engineering Department, PO Box 958, Lenoir, NC, 28645.

6. The Owner shall provide financial security to ensure perpetual maintenance of the following storm water BMP device(s) listed below:

7. An addendum shall be included with this storm water agreement for each different type of storm water BMP device. These addenda shall describe the minimum maintenance measures to be performed for each storm water BMP device.

In Witness Whereof, the parties have executed this Agreement the day and year above first written.

A North Carolina Limited Liability Corporation

ATTEST: (SEAL)

_____ By: _____

Secretary President

STATE OF NORTH CAROLINA

COUNTY OF _____

I, _____ a Notary Public of said County and State, certify that

_____ personally came before me this day and acknowledged that he/she is

_____ of

_____, a North Carolina

_____, and that by authority duly given and as the act of the

_____ Company,

the foregoing instrument was signed in its name and by its _____, sealed with its

corporate seal and attested by him/her as its _____. Witness my hand and seal this

_____ day of _____, 200 .

Notary Public

(SEAL)

My Commission Expires: _____.

CITY OF LENOIR,

ATTEST: (SEAL) A North Carolina Municipal Corporation

By: _____

Lane Bailey, City Manager

Shirley Cannon, City Clerk

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

Danny Gilbert, Finance Director

City of Lenoir

Approved as to form on behalf of the City of Lenoir.

Attorney for the City of Lenoir

STATE OF NORTH CAROLINA

COUNTY OF CALDWELL

I, _____ a Notary Public of said County and State, certify that Shirley Cannon personally came before me this day and acknowledged that she is City Clerk of the City of Lenoir, a North Carolina Municipal Corporation, and that by authority duly given and as the act of the municipal corporation, the foregoing instrument was signed in its name and by its Mayor, sealed with its corporate seal and attested by her as its City Clerk.

Witness my hand and seal this _____ day of _____, 200 .

(SEAL) Notary Public

My Commission Expires: _____