

Prepared by: Union County

Excise Tax: N/A

Return to: City of Monroe

Tax Parcel No. #09369007C80

STATE OF NORTH CAROLINA

UNION COUNTY

**STORMWATER OPERATION & MAINTENANCE
AGREEMENT**

THIS AGREEMENT made pursuant to City of Monroe Stormwater Management Ordinance, and entered into this day of 2025 by and among The CITY OF MONROE, a North Carolina municipal corporation, party of the first part (hereinafter referred to as "CITY") and Union County (hereinafter referred to as "Owner") parties of the second part in connection with the Stormwater Management System(s) of the Union County DSS project located at 1407 Airport Road Monroe, NC

WITNESSETH:

WHEREAS, the City has adopted certain stormwater management regulations applicable to the property of the Owner located in the City of Monroe, Union County, North Carolina, and more particularly described as:

Said property was obtained by the Owner by deed recorded in Book 7798Page 0904, Union County Registry and further identified as tax parcel number(s) 09369007C80 (the "Property"); and

WHEREAS, such regulations require the Owner, as appropriate, to construct, continuously operate, maintain, and inspect each private on-site engineered stormwater control facility or facilities (the "Facility") located on the property to satisfy the requirements of such regulations; and

WHEREAS, the boundaries and detail of the Facility will be described in the approved construction plans and final as-built plans filed with the City; and

WHEREAS, as a condition of the development of the Property, Owner is required to enter into a Stormwater Operation and Maintenance Agreement which provide for the operation, long-term maintenance, inspection, repair, and replacement/reconstruction of the Facility (such as, but not limited to, sediment removal, structural, biological or vegetative replacement, major repair, or reconstruction) and enter into and fund a Stormwater Escrow account the funds of which are available to provide for the long-term maintenance, repair, replacement of the Facility; and

NOW, THEREFORE, for and in consideration of the premises and the approval by the City of the development activities on the Property, the Owner does hereby covenant and agree with the City that the Facility shall be held, operated, maintained, and encumbered pursuant to the covenants and conditions hereinafter set forth;

1. Operation and Maintenance Plan. Owner shall operate, maintain, repair, and, if necessary, reconstruct the Facility in accordance with approved as-built plans, North Carolina Department of Environmental Quality's Stormwater Design Manual, City of Monroe Standard Specifications and Detail Manual, and City of Monroe Stormwater Management Ordinance. The plan is fully incorporated herein by reference.

2. Special Requirements for Homeowners' and Other Associations: (intentionally omitted)

3. Annual Inspection Report(s). Annually, the Owner or responsible entity shall provide an inspection report for each Facility on the Property. Inspection reports are to be completed in accordance with Section 159.401(B) of the City of Monroe's Stormwater Management Ordinance. Each inspection report must be accompanied by an administrative fee. The administrative fee can be found on the City of Monroe's Fee Schedule.

4. Notice(s). Any notice which any party, hereto, may send to the other pertaining to this Agreement shall be in writing and shall be considered delivered when deposited in the United States mail, certified with postage prepaid. The addresses are as stated below:

If to the City:

City of Monroe

Stormwater Administrator

P.O. Box 69, Monroe, NC 28111

If to the Owner:

Address registered with North Carolina Secretary of State or

Union County Tax Assessor's Office

5. Remedies for Violations of this Agreement.

a) If the Owner shall fail to maintain or repair the Facility as set forth herein, or otherwise violates this Agreement, the City Stormwater Administrator may order the Owner to undertake the necessary repair or maintenance or to correct such violation. If the Owner shall fail to comply with such order within thirty (30) days from the date thereof, the Owner shall be considered in violation of this agreement and Chapter 159 of the City of Monroe Code of Ordinances, Stormwater Management Ordinance, and will be subject to penalties as provided in section 159.502 of the City of Monroe Code of Ordinances and pursuant to the authority contained in North Carolina State Statute Chapter 160D, Local Planning and Development Regulation and 15A NCAC 2B.0258. Should the Owner fail to make the required corrections within 30 days of the issuance of the civil penalty, the City may enter the Property and perform all necessary work to place the Facility in proper working condition. The full cost of performing the work including administrative costs and penalties shall be assessed as a lien on the property if unreimbursed from the Escrow Account or by the Owner. Any lien shall be on all of the property or common areas owned by the Owner on which the facilities are located.

b) If the City determines that the Facilities pose an immediate danger to the public health, safety, or welfare, the City will notify the Owner, and with due notice, may enter the property and take whatever steps it deems necessary to return the Facility or facilities to good working order. This provision shall not be construed to allow the City to erect any structure of a permanent nature on the property. It is expressly understood and agreed that the City is under no obligation to maintain or repair the Facility or facilities and in no event shall this Agreement be construed to impose any such obligation on the City.

c) The City shall have the right to bring an action and recover sums due, damages, seek injunctive relief, and/or such other and further relief as may be just and appropriate.

d) The remedies provided by this paragraph are cumulative and are in addition to any other remedies provided by law.

e) Reference to statutes, ordinances, or regulations include all statutory, ordinance, or regulatory provisions consolidating, amending, or replacing the statute, ordinance, or regulation. References to contracts and agreements shall be deemed to include all amendments to them.

f) This agreement shall not obligate the City of Monroe to maintain or repair any structural BMPs, and the City of Monroe shall not be liable to any person for the condition or operation of structural BMPs.

6. No Waiver of Breach. In the event of a breach of any term of this Agreement, any delay or failure on the part of the City to exercise any rights, powers, or remedies herein provided, it shall not be construed as a waiver thereof or acquiescence of such breach or any future breach.

7. **Amendments.** This Agreement may be amended, revised or modified only by a written document signed by the parties.

8. **Binding Effect.** The conditions and restrictions set forth herein with regard to the Facility shall run with the land and shall bind the Owner and its successors and assigns and all parties claiming by, through, or under them shall be taken to hold, agree, and covenant with the City, with its successors and assigns, and with each of them to conform to and observe said conditions and restrictions. The City shall be deemed a beneficiary of the conditions and restrictions set forth herein and such conditions and restrictions shall run with the land in favor of the City.

9. **Warranties of Title.** The Owner covenants and warrants that it has lawfully seized and possesses the Facility and real estate described by deed recorded in Book 7798, Page 0904, Union County Registry, that it has good, right and lawful authority to enter into this Agreement for the purposes herein expressed, and that no consent or waiver by the holder of any mortgage, deed of trust, or other security instrument, or any other person, firm, or corporation is required prior to entering into this Agreement, or such consent has been obtained by the Owner.

10. **Interpretation.** Use of the masculine gender herein includes the feminine and neuter, and the singular number used herein shall equally include the plural. The captions preceding the various provisions of this Agreement are for the convenience of reference only and shall not be used as an aid in interpretation or construction of this Agreement.

11. **Severability.** Invalidation of any one of these covenants or conditions by judgment or order of any court shall in no way affect any of the other provisions, which shall remain in full force and effect.

12. **Liability Disclaimer.** (intentionally omitted)

13. **Right of Entry and Access Easement.** Owner, its officers, administrators, executors, successors, heirs, or assigns hereby grants and conveys to the City, its authorized agents and employees, the perpetual right of access and easement over, across, and upon the Property as shown on the final plat(s) to be recorded in Union County Register of Deeds or upon file with the City. The City shall be granted the right of entry to inspect, monitor, maintain, repair and reconstruct the Facility whenever the City deems necessary.

14. E-Verify Requirement. Owner shall comply with the requirements of Article 2 of Chapter 64 of the General Statutes. Further, if Owner utilizes a subcontractor in the performance of this Agreement, Owner shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the General Statutes.

15. Effective Date. This Stormwater Operation and Maintenance Agreement will become effective when the Facility has received a final inspection and approval by the Stormwater Administrator.

16. Recording. This Agreement shall be recorded in the Office of Register of Deeds of Union County, North Carolina and shall run with the land and be binding on successor, heirs, and assigns.

17. Governmental Function. This agreement shall not in any way diminish, limit, or restrict the right of the City of Monroe to engage in or carry out any of its governmental functions or enforce any of its ordinances as authorized by law.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this the day and year first above written.

{SIGNATURES AND NOTARY ACKNOWLEDGEMENTS
APPEAR ON THE FOLLOWING PAGES.}

UNION COUNTY

By: _____

Manager or Authorized Representative

Deputy Finance Officer

Approved as to Legal Form: CJB

STATE OF NORTH CAROLINA
COUNTY OF _____

I, _____, A Notary Public in and for said County and State, do hereby certify that _____ personally appeared before me this day and acknowledged that he/she is the County Manager or other Authorized Representative of Union County, a political subdivision of the State of North Carolina, and that he/she as _____, being duly authorized to do so, executed the foregoing instrument on behalf of Union County.

Witness my hand and official seal this _____ day of _____, 2025.

Notary Public

(OFFICAL SEAL)

My Commission Expires: _____

CITY OF MONROE

William Mark Watson, City Manager

ATTEST:

Bridgette H. Robinson, City Clerk

STATE OF NORTH CAROLINA

COUNTY OF _____

I, _____, a Notary Public in and for said County and State, do hereby certify that Bridgette H. Robinson personally appeared before me this day and acknowledged that she is the City Clerk of the City of Monroe, a North Carolina municipal corporation, and that by authority duly given and as the act of the City, the foregoing contract was signed in its corporate name by its City Manager, sealed with its corporate seal, and attested by herself as its said City Clerk.

This the _____ day of _____, 20____.

Notary Public

(OFFICIAL SEAL)

My Commission Expires: _____

1407 Airport Road



1407 Airport Road - Union County
Watershed Stormwater Control
Measure Permeable Pavers
SW O&M Agreement for this SCM