

**STATE OF NORTH CAROLINA  
UNION COUNTY**

**STORMWATER OPERATION, MAINTENANCE,  
AND ESCROW AGREEMENT**

**THIS AGREEMENT** made pursuant to City of Monroe Stormwater Management Ordinance, and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 202\_\_\_\_\_ 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") and \_\_\_\_\_ (hereinafter referred to as the "Association" if applicable), parties of the second part in connection with the Stormwater Management System(s) of the \_\_\_\_\_ UNION COUNTY EMERGENCY SERVICES CENTER\_\_\_\_\_ project located at \_\_\_\_\_ 2258 Concord Avenue, Monroe, North Carolina \_\_\_\_\_

**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 6377, Page 798, Union County Registry and further identified as tax parcel number(s) 09180003S (the "Property"); and

**WHEREAS**, such regulations require the Owner or Association, 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/Association 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

**WHEREAS**, the Stormwater Management Ordinance of the CITY, requires the establishment of a segregated escrow account which is used solely to fund sediment removal, structural, biological, or vegetative replacement, major repair, or reconstruction of the failing Facility and requires reimbursement of expenses incurred by the City for those maintenance, repairs, or replacement costs expended by the City pursuant to this Agreement; and

**WHEREAS**, prior to the Owner conveying operation and control of the Facility operation, maintenance, and repair to a Homeowner’s Association or other entity (collectively hereafter the “Association”), the Owner will be required to assign this Agreement requiring the Association, or entity, to assume all rights and obligations, both operational and financial, of the Owner as set forth in this Agreement; and

**WHEREAS**, the Owner is developing a \_\_\_\_\_ EMERGENCY SERVICES \_\_\_\_\_ development known as \_\_\_\_UNION COUNTY EMERGENCY SERVICES CENTER \_\_\_\_\_, and agrees to provide the CITY with the assurances and accountings required by Chapter 159 of the City Code regarding the Escrow Account required herein.

**NOW, THEREFORE**, for and in consideration of the premises and the approval by the City of the development activities on the Property, the Owner/Association 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/Association 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. Escrow Agreement.**

The Owner/Association shall establish and maintain a separate Escrow Account the funds from which may be used solely to provide for the operation, long-term maintenance, inspection, repair, and replacement/reconstruction (sediment removal, structural, biological or vegetative replacement, major repair, or reconstruction) of the Facility, as required by the Stormwater Management Ordinance of the City and in accordance with approved construction plans and specifications, the Operation and Maintenance Agreement among the Owner, the Association, and the City, the Operation and Maintenance Manual(s), and the Permit (as set out in the plans, specifications, and permit approved by the City Engineer).

The amount of the required escrow account shall not exceed ten (10%) percent of the Stormwater control project's original cost of construction as indicated by a sealed engineer's estimate. The Owner or Association shall have a period of five (5) years from the time the Facility is accepted by the City to fully deposit the required amount in the Escrow Account. Upon acceptance of the Facility by the City, the owner shall deposit and retain in the account at least two (2%) percent of the projects original cost of construction annually for five years until fully funded. Once fully funded at ten (10%) of the engineer's estimated cost, that amount shall be retained and maintained by the Owner/Association in the segregated Escrow Account, and the Owner or Association shall annually provide the City of Monroe verification of the amount held in the escrow account. The Escrow Account required herein shall be maintained at the amount required by City Code as long as the Facility remains in place until released by the City in writing.

The Owner is responsible for all Escrow Account fund deposits required herein until such time as the Association assumes full responsibility for the requirement set out in this Agreement. The Owner shall assign (as Assignor) and the Association (as Assignee) shall assume all requirements for the operation, maintenance, control, inspection, management, and repair, including financial responsibility

required in this Agreement. Once the Association has taken ownership or legal or managerial authority/control of the Facility which is the subject of this Agreement, the Association will establish or continue to maintain the Escrow Account as required herein.

**3.** The Escrow Account shall be held and funds disbursed only for the purpose of maintaining, repairing, or replacing the Facility as required by this Agreement and no other purpose.

**4.** Upon determination by an authorized City agent that the Facility is not performing adequately or as intended, or is not properly maintained in accordance with the Stormwater Management Ordinance, this Operation and Maintenance Agreement, the Operation and Maintenance Manual(s), or the Permit (as those terms are defined in the Operation and Maintenance Agreement), the Owner/Association shall make the necessary repairs as determined by the City with funds on deposit in the Escrow Account established pursuant to this Agreement or other funds of the Owner/Association at its discretion. If the City has determined that, pursuant to the Ordinance, it must take over and perform any such uncompleted operation, maintenance, inspections, repairs, and replacement/reconstruction which the Owner or Association fails to perform, the Owner or Association Agrees to reimburse the City or otherwise use the funds on deposit in the Escrow Account for such purposes. Any expense incurred by the City in excess of the amount available from the Escrow Account shall be reimbursed by the Owner or Association pursuant to Paragraph 6 below.

**5.** The Owner or the Association, whichever is responsible, agrees to comply with the requirement of the Ordinance that any funds drawn down from the Escrow Account shall be replaced and the account balance shall be maintained at the level required by ordinance and this Agreement by the Owner/Association.

**6.** In the event that this escrow agreement should fail for any reason to cover the costs of operation, maintenance, inspection, repair, and replacement/reconstruction, including any deficiency as to form or execution, then, the Owner, the Association, and their successors, transferees, or assigns, acknowledge that whichever party is deemed responsible by the City shall assume full responsibility for the costs of such maintenance and repair, and any such costs incurred by the City and unpaid by the Owner/Association shall be enforced pursuant to Paragraph 9 below.

**7. Annual Inspection Report(s).** Annually, the Owner, Association, or responsible entity shall provide an inspection report for each Facility on the Property. Inspection reports are to be completed in accordance with Section 4 of the City of Monroe's Stormwater Management Ordinance. A financial statement shall be provided by the Owner/Association documenting the available funding established in the Escrow Account for operation and maintenance of the stormwater control and management facilities and that statement must be included as part of the annual inspection report for the Owner or Association. Each inspection report must be accompanied by an administrative fee. The administrative fee can be found on the City of Monroe's Fee Schedule.

**8.** 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:	If to the Owner/Association:
City of Monroe Stormwater Administrator P.O. Box 69 Monroe, NC 28111	Address registered with North Carolina Secretary of State or Union County Tax Assessor's Office

**9. Remedies for Violations of this Agreement.**

a) If the Owner/Association 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/Association to undertake the necessary repair or maintenance or to correct such violation. If the Owner/Association shall fail to comply with such order within thirty (30) days from the date thereof, the Owner/Association 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/Association 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/Association. Any lien shall be on all of the property or common areas owned by the Owner or Association 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/Association, 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.

**10. 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.

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

**12. Binding Effect.** The conditions and restrictions set forth herein with regard to the Facility shall run with the land and shall bind the Owner/Association 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.

**13. Warranties of Title.** The Owner/Association covenants and warrants that it has lawfully seized and possesses the Facility and real estate described by deed recorded in Book 6377, Page 798, 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/Association.

**14. 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.

**15. Severability.** Validation 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.

**16. Liability Disclaimer.** The Owner/Association, its officers, administrators, executors, successors, heirs, or assigns hereby indemnifies and holds harmless the City, its authorized agents and employees, for any and all damages, accidents, casualties, occurrences or claims that may arise or be asserted against the City from the construction, presence, existence or maintenance of the Facility or facilities by the Owner/Association or the City. In the event a claim is asserted against the City, its authorized agents and employees, the City shall promptly notify the Owner/Association, and the Owner/Association shall defend at its own expense any suit based on such claim. If any judgment or claims against the City, its authorized agents or employees, shall be allowed, the Owner/Association shall pay for all costs and expenses in connection herewith.

**17. Right of Entry and Access Easement.** Owner/Association, 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.

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

**19. 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.

**20 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.

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

{SIGNATURES APPEAR ON THE FOLLOWING PAGES.}

ATTEST:

**UNION COUNTY**

\_\_\_\_\_  
Lynn West, Clerk to the Board of  
County Commissioners

By: \_\_\_\_\_  
Brian Matthews, County Manager

(Corporate Seal)

**HOMEOWNERS' ASSOCIATION**

By: \_\_\_\_\_  
NAME AND TITLE

**CITY OF MONROE**

\_\_\_\_\_  
William Mark Watson, City Manager

This Instrument Has Been Preaudited In The  
Manner Required By The Local Government  
Budget And Fiscal Control Act

ATTEST:

\_\_\_\_\_  
Bridgette H. Robinson, City Clerk

\_\_\_\_\_  
Deputy Finance Officer

STATE OF NORTH CAROLINA  
COUNTY OF \_\_\_\_\_

Approved as to Legal Form:CJB

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 \_\_\_\_\_ of \_\_\_\_\_, a North Carolina \_\_\_\_\_  
company, and that he/she, as \_\_\_\_\_, being duly authorized to do so, executed  
the foregoing instrument on behalf of the company.

Witness my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

Notary Public

(OFFICIAL SEAL)

My Commission Expires: \_\_\_\_\_

STATE OF NORTH CAROLINA  
COUNTY OF UNION

I, \_\_\_\_\_, a notary public in and for said county and state, certify that Bridgette H. Robinson personally appeared before me this day, stated 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:

APPROVED AS TO FORM:

City Attorney

STATE OF NORTH CAROLINA  
COUNTY OF \_\_\_\_\_

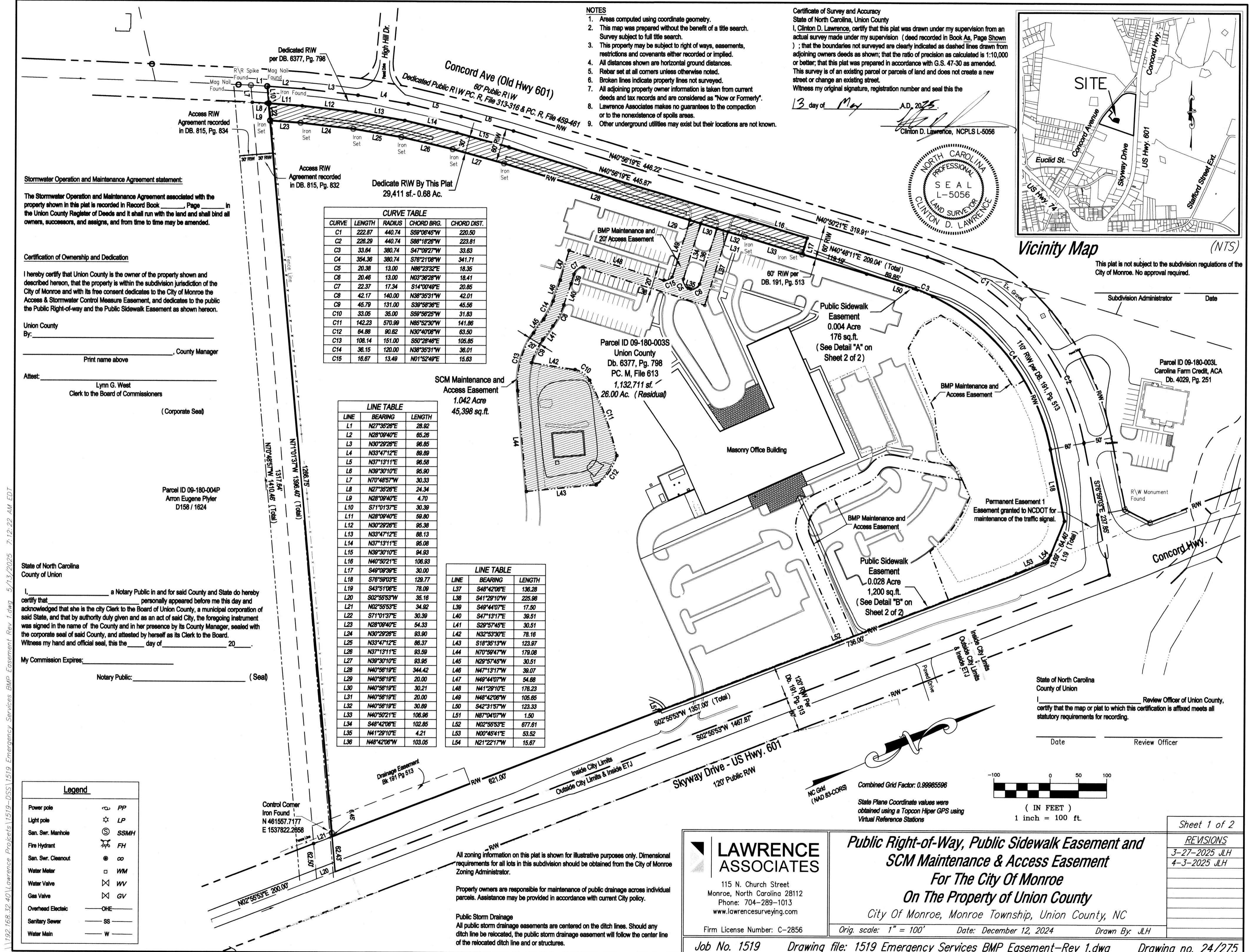
I, \_\_\_\_\_, a Notary Public in and for said County and State, do hereby certify that \_\_\_\_\_ personally appeared before me this day and acknowledged that he/she is the \_\_\_\_\_ of \_\_\_\_\_ Association, and that he/she, as \_\_\_\_\_, being duly authorized to do so, executed the foregoing instrument on behalf of the company.

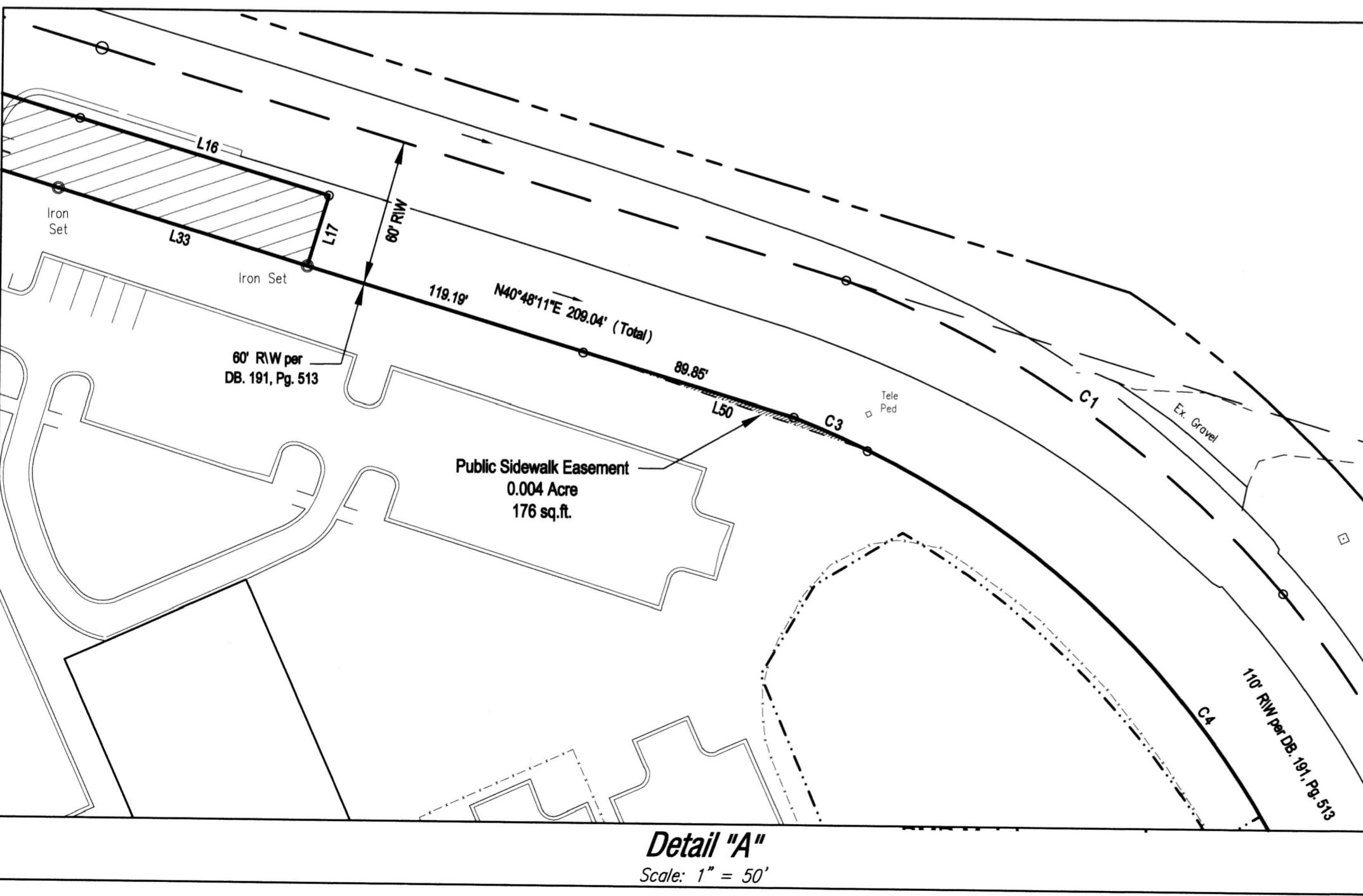
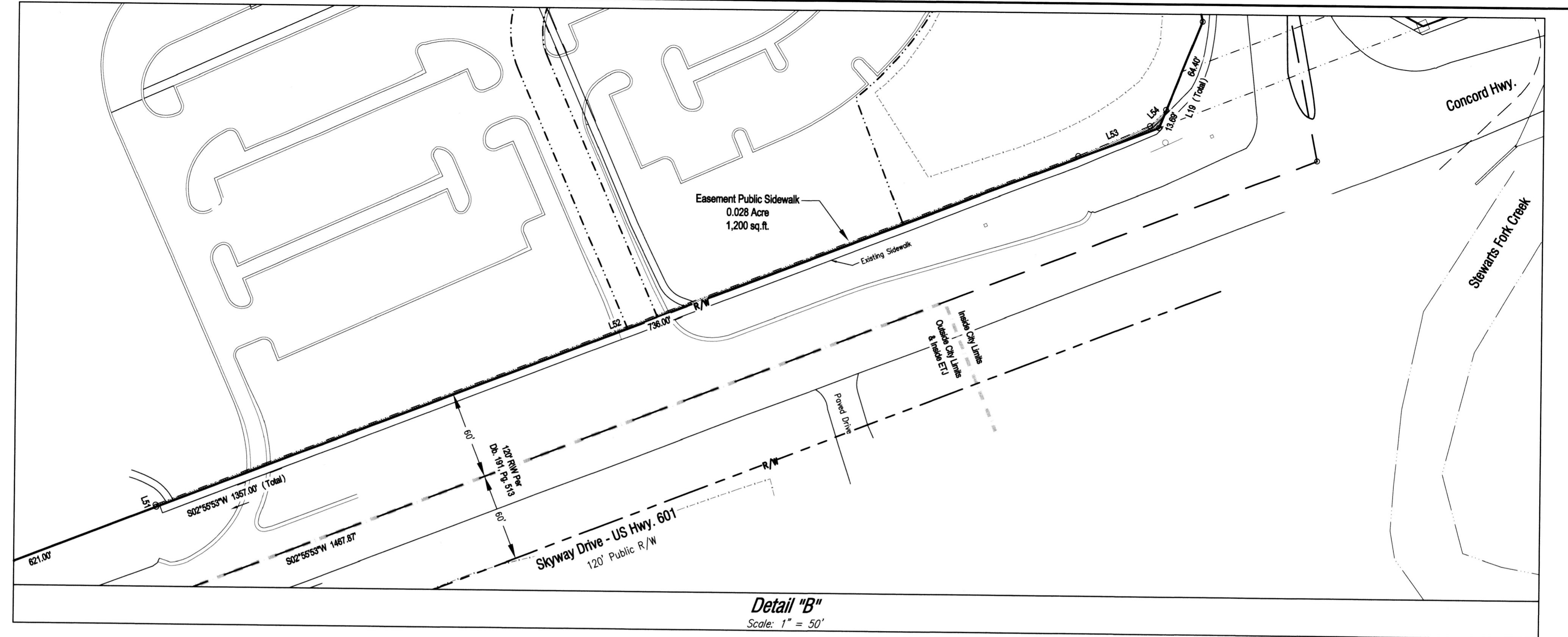
Witness my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Notary Public

(OFFICIAL SEAL)

My Commission Expires: \_\_\_\_\_

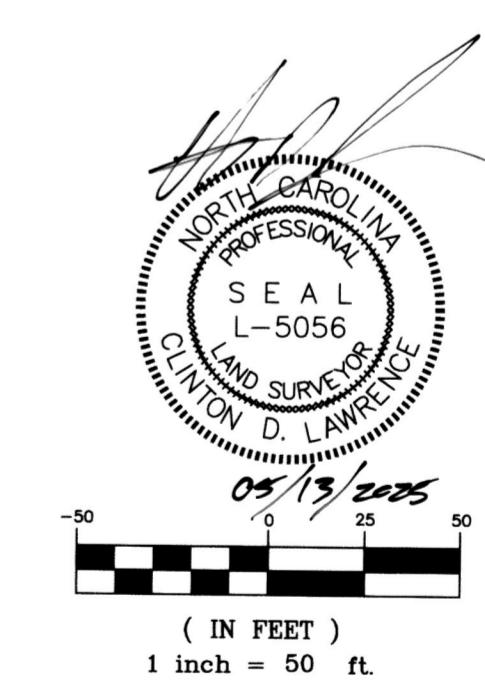




**NOTES**

1. Areas computed using coordinate geometry.
2. This map was prepared without the benefit of a title search. Survey subject to full title search.
3. This property may be subject to right of ways, easements, restrictions and covenants either recorded or implied.
4. All distances shown are horizontal ground distances.
5. Rebar set at all corners unless otherwise noted.
6. Broken lines indicate property lines not surveyed.
7. All adjoining property owner information is taken from current deeds and tax records and are considered as "Now or Formerly".
8. Lawrence Associates makes no guarantees to the completeness or to the nonexistence of specific areas.
9. Other underground utilities may exist but their locations are not known.

NC Grid (NAD 83-CORS) Combined Grid Factor: 0.99985596  
State Plane Coordinate values were obtained using a Topcon Hiper GPS using Virtual Reference Stations



Legend	
Power pole	PP
Light pole	LP
San. Swr. Manhole	SSMH
Fire Hydrant	FH
San. Swr. Cleanout	co
Water Meter	WM
Water Valve	WV
Gas Valve	GV
Overhead Electric	OHE
Sanitary Sewer	SS
Water Main	W

**LAWRENCE ASSOCIATES**  
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Monroe, North Carolina 28112  
Phone: 704-289-1013  
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Firm License Number: C-2856

**Public Right-of-Way, Public Sidewalk Easement and  
SCM Maintenance & Access Easement  
For The City Of Monroe  
On The Property of Union County**  
City Of Monroe, Monroe Township, Union County, NC  
Orig. scale: 1" = 50' Date: December 12, 2024 Drawn By: JLH

Sheet 2 of 2

REVISIONS  
3-27-2025 JLH  
4-3-2025 JLH

Drawing file: 1519\_Emergency Services BMP Easement Sheet 2.dwg Drawing no. 24/275