

MAIL ORIGINAL AFTER RECORDING TO:  
CITY OF ASHEVILLE  
PUBLIC WORKS  
STORMWATER SERVICES DIVISION  
POST OFFICE BOX 7148  
ASHEVILLE, NC 28802

OPERATION AND MAINTENANCE  
AGREEMENT

STATE OF NORTH CAROLINA  
COUNTY OF BUNCOMBE

STORMWATER FACILITIES FOR:  
Project Name \_\_\_\_\_  
Permit Number \_\_\_\_\_

THIS INSPECTION AND MAINTENANCE AGREEMENT is given to the City of Asheville this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by duly authorized personnel of \_\_\_\_\_ (LLP name) \_\_\_\_\_, at \_\_\_\_\_ (LLP mailing address) \_\_\_\_\_.

WHEREAS, (LLP name) \_\_\_\_\_ a (State) \_\_\_\_\_ limited liability partnership, doing business in North Carolina (hereinafter "Owner") is the present fee simple Owner of a tract of real property in the City of Asheville (hereinafter "City"). County of Buncombe, State of North Carolina, identified on the Buncombe County tax maps as PIN Number(s) \_\_\_\_\_, located at (property street address) \_\_\_\_\_ recorded in the Buncombe County Register of Deed's Office in Deed Book \_\_\_\_\_ at Page \_\_\_\_\_.

WHEREAS, 7-12-5(C) of the City's Stormwater Management ordinance, requires an Inspection and Maintenance Agreement.

NOW, THEREFORE, for valuable consideration, the sufficiency of which is hereby acknowledged, the Owner hereby warrants to the City the following:

1. DESCRIPTION OF FACILITY:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. OPERATION AND MAINTENANCE: The Owner shall cause a visual inspection to be made of the Facility, at least once a year. Observations shall include, but not be limited to, the following:

- a. \_\_\_\_\_
- b. \_\_\_\_\_
- c. \_\_\_\_\_
- d. \_\_\_\_\_

The results of the visual inspection shall be reduced to writing, and submitted as an Annual Maintenance Inspection and Report, in accordance with the requirements of the City's Stormwater Management Ordinance. The Owner shall cause a copy of the inspection report to be mailed to the City of Asheville Engineering Department, Stormwater Services Division Office by certified mail, returned receipts requested, at the following address:

**City of Asheville  
Public Works Department, Stormwater Services Division  
Post Office Box 7148  
Asheville, North Carolina, 28802**

If the inspection(s) reveal repairs are needed for the Facility, the Owner shall cause such repairs to be made within 30 days after the inspection or within such lesser period of time if circumstances warrant such.

3. ACCESS: The Owner hereby gives to the City permission to access the Facility at reasonable times for inspection by the City and/or its agent or representatives. The Owner shall give the City at least 180 days prior written notice before withdrawing such permission.

4. REPAIR, REPLACEMENT OR MAINTENANCE: If an order directing the correction, repair, replacement or maintenance of the Facility or of any portion thereof is not satisfactorily complied with by the Owner within the time period specified in the notice, the City may, after notice to the Owner, enter the land and perform all necessary work to place the Facility in proper working condition, and may assess the Owner(s) of the subject property with the cost of said work which cost shall be a lien on such property and may be collected as provided in N.C. Gen. Stat. sec 160A-193. Notice shall be provided five (5) calendar days prior to entry and performance of necessary work by the City. Notice shall be in writing and shall be delivered to the Owner by hand delivery; certified mail, return receipt requested; or by any other means allowed by Rule 4 of the North Carolina Rules of Civil Procedures. The Owners of all property served by the Facility shall be jointly and severally responsible to the City for the maintenance of the Facility and liable for any costs incurred by the City pursuant to this agreement, and all such properties are jointly and severally subject to the impossible of liens for such costs.

5. RECORDATION: The Owner shall cause a check to be issued to the Buncombe County Register of Deeds Office and given to the City of Asheville Transportation & Engineering Department, Stormwater Services Division Office so that this Inspections and Maintenance Agreement can be signed by the Director of Transportation & Engineering or Stormwater Services Manager. This document will then be recorded in the Buncombe County Register of Deeds Office.

6. BINDING AGREEMENT: The agreement set forth herein shall run with the land and shall be binding upon the Owners, their successors and assigns and all other persons whomsoever claiming under or through the current Owners.

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

\_\_\_\_\_  
(Name of LLP)

By: \_\_\_\_\_  
(Name of Partner)

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_, a Notary Public for said County and State do hereby certify that \_\_\_\_\_, a partner of \_\_\_\_\_, a limited liability partnership, personally appeared before me this day and acknowledged the due execution of the foregoing instrument on behalf of the limited liability partnership.

(Name of Partner)

(Name of LLP)

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

Notary Public  
My Commission Expires: \_\_\_\_\_

Approved:

CITY OF ASHEVILLE

By: \_\_\_\_\_

Cathy D. Ball, P.E. or  
Director  
Public Works Dept.

or

H. McCray Coates, P.E.  
Manager  
Stormwater Services Division