

Drafted by and Return to:
Davis Martin Powell and Associates 6415 Old Plank Rd High Point NC
Name and Address

STATE OF NORTH CAROLINA

COUNTY OF GUILFORD

OPERATION AND MAINTENANCE AGREEMENT

THIS OPERATION AND MAINTENANCE AGREEMENT (this "Agreement") made and entered into this ___ day of _____, 20 26, by and between the CITY OF GREENSBORO, a North Carolina municipal corporation (the "City") and Guilford County ("Property Owner(s)").

WITNESSETH:

A. Property Owner(s) is owner of a certain parcel more particularly described on attached **Exhibit A** (the "Property"), upon which Property Owner intends to construct Guilford County Sheriff's Office Office Building (the "Project").

B. The development of the Property will require the construction of a stormwater management control system which may include a stormwater detention pond and/or other stormwater control measure, as necessary (the "Stormwater Control Measure" or "Facilities"), as outlined in the maintenance plan on the approved City of Greensboro Technical Review Committee plan # 2022-3655, Plan Title Guilford County Sheriff's Office Building, SCM Types (Wet Pond, Bio-cell, etc.) Permeable Pavement to serve the Property, as required by the City and in accordance with North Carolina Administrative Code Rule 15A NCAC 02H .1050.

C. The City desires to insure that the Facilities are properly constructed, maintained and operated in accordance with all applicable laws, the plans and specifications submitted by the Property Owner to the City and approved by the City (as amended from time to time with approval of the City, (the "Plans") and any permits issued by the City with respect to the Facilities and the Plans (the "Permits").

NOW, THEREFORE, in consideration of the promises and the benefits to be derived by each of the parties hereto, the City and Property Owner(s) do hereby mutually agree as follows:

1. The Property Owner shall construct the Facilities in accordance with the Plans, and shall thereafter properly operate and maintain the Facilities in accordance with the Plans, the Permits, this Agreement and any and all applicable laws. Without limiting the foregoing, the Property Owner shall: (a) arrange for an annual inspection of the Stormwater Control Measure to ensure that it operates as required and that there has occurred no damage to the Stormwater Control Measure; (b) periodically remove debris within the stormwater detention areas to the extent that such debris is, or could reasonably be expected to, interfere with the operation of the Stormwater Control Measure; (c) arrange for periodic mowing of the perimeter of the Stormwater Control Measure; and (d) periodically, as necessary, arrange for removal of sedimentation from the Stormwater Control Measure.

2. The Property Owner agrees that the Facilities and all appurtenances and access easements thereto located on the Property shall be properly maintained and operated in conformity with all applicable laws, the Permits and the Plans.

3. The Property Owner is responsible for repairing and maintaining the Stormwater Control Measure as directed by the government office having jurisdiction for watershed protection. Upon completion of the Project, the Property Owner agrees to grant a non-exclusive easement to the City over and across those portions of the Property necessary for the purpose of inspections and maintenance enforcement of the Stormwater Control Measure, as further described on a dedication plat to be prepared and recorded by the Property Owner upon completion of the Project (the "Easement").

4. The rights and duties of the Property Owner herein shall be appurtenant to and run with the Property. In the event Property Owner conveys or transfers the Property, Property Owner's grantee or successor or assign shall be deemed to have automatically assumed all of Property Owner's duties and liabilities hereunder and shall be entitled to all of Property Owner's rights hereunder, and thereafter Property Owner shall have no further right or duty hereunder. In the event the Property is transferred to a homeowner's association, the association will be responsible for maintaining the Stormwater Control Measure as directed by the government office having jurisdiction for the watershed protection according to the approved maintenance plan. If the association should be dissolved or cease to exist, then in that event all owners of record at the time of required maintenance shall be jointly and severally liable for any and all costs attendant thereto.

5. Nothing herein contained shall be deemed a gift or dedication of any portion of the Property to the general public or for any public use or purpose whatsoever, it being the intent of the parties that this Agreement shall be strictly limited to the purposes herein expressed and shall be solely for the benefit of the parties hereto, and their respective heirs, successors and assigns.

6. This Agreement may only be amended by a written agreement signed by City and the Property Owner or their respective successors and assigns. This Agreement contains the entire agreement between the parties. There is merged herein all prior and collateral representations,

promises, and conditions in connection with the subject matter hereof. Any representation, promise or condition not incorporated herein shall not be binding upon either party.

7. Invalidation of any one of these covenants or restrictions by judgment or court order will no way affect any other provisions, which shall remain in full force and effect.

8. This Agreement shall be construed in accordance with the laws of the State of North Carolina.

9. The parties agree that the terms and provisions of this Agreement shall be binding upon, and inure to the benefit of, the parties, their heirs, successors and assigns.

[Separate Signature Pages Follow]

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

BEGINNING at the northeast intersection of the rights-of-way of West Washington Street and Blandwood Avenue in the City of Greensboro and thence running N.03°07'12" E. along the eastern right-of-way line of Blandwood Avenue approximately 254 feet to the property of Guilford County; thence running S.86°34'33" E. along the property line of Guilford County approximately 265 feet to the western right-of-way line of S. Eugene Street; thence running S.04°08'18" W. along the western right-of-way line of S. Eugene Street approximately 227 feet to an iron pin; thence running with the street right-of-way along a curve to the right a chord bearing and distance of S.48°92'08" W. approximately 21 feet to an iron pin; thence running N.87°10'02" W. along the northern right-of-way of Washington Street approximately 246 feet to the point of beginning. This property being all of the property owned by the Grantors that is bounded by South Eugene Street, Washington Street, Blandwood Avenue, and the property of Guilford County, save and except that property heretofore transferred, conveyed, condemned or otherwise acquired by the City of Greensboro and Guilford County.