

Drafted by and Return to:

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 15 day of December, 2025, 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 Treatment Center (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 # 2025-0114, Plan Title Guilford County Treatment Center, SCM Types (Wet Pond, Bio-cell, etc.) Bio-Retention Facility 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]

**SEPARATE SIGNATURE PAGE TO
OPERATION AND MAINTENANCE AGREEMENT**

IN WITNESS WHEREOF, the parties have hereto set their hands and seals, effective as of the date first written above.

CITY:

CITY OF GREENSBORO

By:_____

Name:_____

Title:_____

STATE OF NORTH CAROLINA)

)

COUNTY OF _____)

I, _____, a Notary Public in and for the above County and State, do hereby certify that _____ personally came before me this day and acknowledged that he/she is the _____ of the City of Greensboro, a North Carolina municipal corporation, and that by authority duly given as the act of the City of Greensboro, the foregoing document was signed in its name by him/her as its _____.

Witness my hand and official seal, this the _____ day of _____, 20 .

Notary Public

Print/Type Name: _____

My Commission Expires: _____

**SEPARATE SIGNATURE PAGE TO
OPERATION AND MAINTENANCE AGREEMENT**

IN WITNESS WHEREOF, the parties have hereto set their hands and seals, effective as of the date first written above.

PROPERTY OWNER:

Name: _____

By: _____

Print: _____
Name and Title

STATE OF NORTH CAROLINA)
)
COUNTY OF _____)

I, _____, a Notary Public of _____
County, North Carolina, do hereby certify that (Owner) _____ personally came
before me this day and acknowledged the execution of the foregoing document as (title)

Witness my hand and notarial seal, this the _____ day of _____, 20 .

Notary Public

Print/Type Name: _____

My Commission Expires: _____

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

Legal Description—1411 Lees Chapel Road – Guilford County- Greensboro, NC

All that certain piece, parcel, or tract of land lying and being in Gilmer Township, Guilford County, North Carolina, being more particularly described as the following:

Beginning at ¾" iron pipe, being the place and POINT OF BEGINNING, having North Carolina State Plane Coordinates (SPC NCNAD83/2011) of (Northing: 871205.95 (sft) E: 1771923.03 (sft), said corner being located on the southern point of James and Willie Faye Lawson, either now or formerly known as in instrument recorded in Deed Book 4931, Page 1205, said corner also being located on the Northern Public Right of Way of Lees Chapel Road, thence along said public right of way for the following two bearings and distances: **(I) on a curve to the right, having a radius of 1344.95, and chord bearing and distance of, South 59°44'40" West a distance of 316.51 feet to a ¾" iron pipe, (II) South 67°02'09" West a distance of 249.23 feet to a ¾" iron pipe**, said corner being the southeastern point of Lawson & Associates, either now or formerly known as in instrument recorded in Deed Book 8324, Page 2928, thence along the eastern property line of said property for the following two bearings and distances: **(I) North 10°47'46" East, a distance of 360.56 feet to a 3/8" rebar, (II) North 17°35'26" East a distance of 139.69 feet to a ¾" iron pipe**, said corner being the western point of James and Willie Faye Lawson, thence along said property line for the following two bearings and distances: **(I) North 75°35'55" East a distance of 319.95 feet to a ¾" iron pipe, (II) South 15°01'10" East a distance of 321.16 feet to a ¾" iron pipe**, being the place and POINT OF BEGINNING.

The metes and bounds description above contains 3.90 acres more or less as shown of that certain survey completed by Sgroi Geomatics, PLLC completed 12/15/2025.