INSERT PROJECT NAME (must match plat title)

STATE OF NORTH CAROLINA
TOWN OF HOPE MILLS
STORMWATER FACILITY OPERATION AND MAINTENANCE AGREEMENT

WHEREAS, The Property Owner recognizes that stormwater management facilities (hereinafter referred to as "the facility" or "facilities") must be maintained for the development called _____located in the jurisdiction of the Town of Hope Mills, Cumberland County, North Carolina; and,

WHEREAS, the Property Owner is the owner of real property more particularly described as _____ as recorded by deed in the records of Cumberland County Register of Deeds in Deed Book _____ on Page(s) _____, (hereinafter referred to as "the Property"), and,

WHEREAS, the Town of Hope Mills (hereinafter referred to as "the Town") and the Property Owner, or its administrators, executors, successors, heirs, or assigns, agree that the health, safety and welfare of the citizens of the town require that the facilities be constructed and maintained on the property, and,

WHEREAS, the Town's Stormwater Management Ordinance requires that facility or facilities as shown on the approved development plans be constructed and maintained by the Property Owner, its administrators, executors, successors, heirs, or assigns.

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants contained herein, and the following terms and conditions, the parties hereto agree as follows:

1) The facility or facilities shall be constructed by the Property Owner in accordance with the approved development plans.
2) The Property Owner shall develop and attach to this "STORMWATER FACILITY OPERATION AND MAINTENANCE AGREEMENT" for recording at the Cumberland County Register of Deeds Office a "BMP MAINTENANCE PLAN" that has been reviewed and approved by the Town of Hope Mills or its designee. This BMP Maintenance Plan shall describe the specific maintenance practices to be performed for the facilities and include a schedule for implementation of these practices. The Plan shall indicate that the facility or facilities shall be inspected by a qualified professional at least annually to ensure that it is operating properly.
3) The Property Owner, its administrators, executors, successors, heirs, or assigns, shall construct and perpetually operate and maintain, at its sole expense, the facilities in strict accordance with the attached BMP Maintenance Plan approved by the Town of Hope Mills or its designee.
4) The Property Owner, its administrators, executors, successors, heirs, or assigns hereby grants permission to the Town, its authorized agents and employees, to enter upon the property and to inspect the facilities whenever the Town deems necessary. Whenever possible, the Town shall provide notice prior to entry.
5) The Property Owner its administrators, executors, successors, heirs, or assigns, agrees that should it fail to correct any defects in the facility or facilities within time frame allowed in the issuance of written notice, or shall fail to maintain the structure in accordance with the attached BMP Maintenance Plan and with the law and applicable executive regulation or, in the event of an emergency as determined by the Town of Hope Mills or its designee in its sole discretion, the Town of Hope Mills or its designee is authorized to enter the property to make all repairs, and to perform all maintenance, construction and reconstruction as the Town of Hope Mills or its designee deems necessary. The Town of Hope Mills or its designee shall then recover from the Property Owner any and all costs the Town of Hope Mills expends to maintain or repair the facility or facilities or to correct any operational deficiencies. Failure to pay the Town of Hope Mills or its designee all of its expended costs, after forty-five days written notice, shall constitute a breach of the agreement. The Town of Hope Mills or its designee shall thereafter be entitled to bring an action against the Property Owner to pay, or foreclose upon the lien hereby authorized by the agreement against the property, or both. Interest, collection costs, and attorney fees shall be added to the recovery.
6) The Property Owner shall not obligate the Town of Hope Mills to maintain or repair the facility or facilities, and the Town of Hope Mills shall not be liable to any person for the condition or operation of the facility or facilities.
7) The Property Owner, its administrators, executors, successors, heirs, or assigns, hereby indemnifies and holds harmless the Town and its authorized agents and employees for any and all damages, accidents, casualties, occurrences or claims that may arise or be asserted against the Town from the construction, presence, existence or maintenance of the facility or facilities by the Property Owner or the Town. In the event a claim is asserted against the Town, its authorized agents or employees, the Town shall promptly notify the Property Owner and the Property Owner shall defend at its own expense any suit based on such claim. If any judgment or claims against the Town, its authorized agents or employees shall be allowed, the Property Owner shall pay for all costs and expenses in connection herewith.

8) The Property Owner shall not in any way diminish, limit, or restrict the right of the Town of Hope Mills to enforce any of its ordinances as authorized by law.
9) In case the ownership of the property transfers, the current Property Owner shall, within 30 working days of transfer of ownership, notify the Town of Hope Mills Stormwater Department of such ownership transfer. If the current owner fails to notify the Town of Hope Mills Stormwater Department of ownership transfer, the responsible party in this agreement will remain liable for all stormwater management costs and maintenance.
10) This Agreement shall be recorded with the Register of Deeds of Cumberland County, North Carolina and shall constitute a covenant running with the land and shall be binding on the Property Owner, its administrators, executors, successors, heirs, or assigns, including any homeowners association and any other successors in interest.

IN WITNESS WHEREOF, the parties have executed this agreement on the day and year first above written:

_____
Name of Company/Corporation/Partnership/Individuals

By: _____

_____
(Print Name)

_____
(Title)

I ,_____, a Notary of _____ County, State of

_____, do hereby certify that _____

personally appeared before me this day and acknowledge the due execution of the forgoing

instrument.

Witness my hand and official stamp or seal, on the _____ day of _____, 20___.

_____
Notary

My commission expires: _____

STATE OF NORTH CAROLINA
TOWN OF HOPE MILLS

By: _____

_____
(Print Name)

_____
(Title)

I, _____, a Notary of _____ County, State of

_____, do hereby certify that _____

personally appeared before me this day and acknowledge the due execution of the forgoing

instrument.

Witness my hand and official stamp or seal, on the _____ day of _____, 20___.

_____
Notary

My commission expires: _____