

## STORMWATER AGREEMENT

TOWN OF MAIDEN, CATAWBA COUNTY, STATE OF NORTH CAROLINA

THIS AGREEMENT, entered into this the \_\_\_\_\_ day of \_\_\_\_\_, by and between the Town of Maiden, hereinafter referred to as the Town, and \_\_\_\_\_, hereinafter referred to as Owner;

WITNESSETH

THAT WHEREAS, Owner is this day accepting responsibility for the stormwater controls installed on that certain real property known as \_\_\_\_\_, as described in the deed and as shown on the plat thereof recorded in the Deed Book \_\_\_\_\_, Page \_\_\_\_\_, and/or Plat Book \_\_\_\_\_, Page \_\_\_\_\_, Catawba County Registry; and

WHEREAS, as a part of the construction of the development the Town's Phase II Stormwater Ordinance required that stormwater runoff from the development shall be transported from the development by vegetated conveyances to the maximum extent practicable; and

WHEREAS, the Owner accepts responsibility for the maintenance of the stormwater controls; and

WHEREAS, the Owner grants access to the Town of Maiden to inspect the stormwater controls; and

WHEREAS, the Owner understands that this Agreement shall endure to the benefit of his successors in title; and

WHEREAS, the Owner and Town understands that any change in the Town's Ordinances will apply to any expansions and alterations; and

WHEREAS, the Owner understands that any change in the total acreage of the property or expansion of impervious area resulting in built-upon area greater than twenty-four percent (24%) will require the project to provide stormwater control measures according to the standards of the Town's Phase II Stormwater Ordinance or Watershed Ordinance, of which the stricter applies:

NOW, THEREFORE, it is understood and agreed by and between the parties:

1. The maintenance of the stormwater controls shall be the sole responsibility of the Owner.
2. The responsibility for the maintenance of the stormwater controls shall pass in the chain of title to the Owner's successor in interest.
3. Access is granted to the Town of Maiden to carry out all provisions of the Town's Phase II Stormwater Ordinance, including but not limited to inspections of the stormwater controls.
4. That changes to the Town's Ordinances will apply to any expansions and alterations
5. That changes resulting in a built-upon area greater than twenty-four percent (24%) will require the project to provide stormwater control measures according the Standards of the Town's Phase II Stormwater Ordinance or Watershed Ordinance, of which the stricter applies.

In Witness Whereof, the parties have executed this Agreement the day and year above first written.

ATTEST: (SEAL)

A North Carolina Limited Liability Corporation

\_\_\_\_\_  
Secretary

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

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

I, \_\_\_\_\_ a Notary Public of said County and State, certify that  
\_\_\_\_\_ personally came before me this day and acknowledged that he/she is  
\_\_\_\_\_ of \_\_\_\_\_, a North Carolina  
\_\_\_\_\_, and that by authority duly given and as the act of the  
\_\_\_\_\_ Company, the foregoing instrument was signed in its name and by its  
\_\_\_\_\_, sealed with its corporate seal and attested by him/her as its  
\_\_\_\_\_.

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

(SEAL)

\_\_\_\_\_  
Notary Public

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

ATTEST: (SEAL)

Town of Maiden, A North Carolina Municipal Corporation

\_\_\_\_\_  
Wendy Vanover, Town Clerk

By: \_\_\_\_\_  
Robert L. Smyre, Mayor

Approved as to form on behalf of the Town of Maiden.

\_\_\_\_\_  
Attorney for the Town of Maiden

STATE OF NORTH CAROLINA  
COUNTY OF Catawba

I, \_\_\_\_\_ a Notary Public of said County and State, certify that  
\_\_\_\_\_ personally came before me this day and acknowledged that he/she is an official  
staff of the Town of Maiden, a North Carolina Municipal Corporation, and that by authority duly given and as  
the act of the municipal corporation, the foregoing instrument was signed in its name and by its Mayor, sealed  
with its corporate seal and attested by the Town Clerk.

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

(SEAL)

\_\_\_\_\_  
Notary Public

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