

Prepared by and return to: Town of Montreat  
P.O. Box 423, Montreat, NC 28757

**STATE OF NORTH CAROLINA**

**COUNTY OF BUNCOMBE**

**STORMWATER MANAGEMENT/BMP FACILITIES AGREEMENT**

**THIS STORMWATER MANAGEMENT/BMP FACILITIES AGREEMENT**, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between **TOWN OF MONTREAT**, a North Carolina municipal corporation, hereinafter referred to as the "Town," and \_\_\_\_\_, hereinafter referred to as the "Landowner(s)."

**WITNESSETH:**

**THAT WHEREAS**, the Landowner is the owner of certain real property described as PIN # \_\_\_\_\_ at \_\_\_\_\_, Montreat, NC, hereinafter called the "Property".

**WHEREAS**, the Landowner is proceeding to build on and develop the property; and

**WHEREAS**, the Town of Montreat requires this document is expressly made a part of the deed to the property, to be approved by the Town provides for detention of stormwater within the confines of the property; and

**WHEREAS**, the Town and the Landowner, its successors and assigns, agree that the health, safety, and welfare of the residents of the Town, require that on-site stormwater management/BMP facilities be constructed and maintained on the Property; and

**WHEREAS**, the Town requires that on-site stormwater management/BMP facilities as shown on the Plan be constructed and adequately maintained by the Landowner, its successors and 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 on-site stormwater management/BMP facilities shall be constructed by the Landowner(s), its successors and assigns, in accordance with the plans and specifications identified in the Plan to include [insert brief narrative description of proposed BMP(s)].
2. The Landowner, its successors and assigns, shall adequately maintain the stormwater management/BMP facilities. This includes all pipes and channels built to convey stormwater to the facility, as well as all structures, improvements, and vegetation provided to control the quantity and quality of the stormwater. Adequate maintenance is herein defined as good working condition so that these facilities are performing their design functions. An Annual Inspection Report form provided by the Stormwater Administration is to be used to establish what good working condition is acceptable to the Town.
3. The Landowner, its successors and assigns, shall inspect the stormwater management/BMP facility and submit an inspection report annually. The purpose of the inspection is to assure safe and proper functioning of the facilities. Deficiencies shall be noted in the inspection report.
4. The Landowner, its successors and assigns, hereby grant permission to the Town, its authorized agents and employees, to enter upon the Property and to inspect the stormwater management/BMP facilities whenever the Town deems necessary. The purpose of inspection is to follow-up on reported deficiencies and/or to respond to citizen complaints. The Town shall provide the Landowner, its successors and assigns, copies of the inspection findings and a directive to commence with the repairs if necessary.
5. In the event the Landowner, its successors and assigns, fails to maintain the stormwater management/BMP facilities in good working condition acceptable to the Town, the Town may enter upon the Property and take whatever steps necessary to correct deficiencies identified in the inspection report and to charge the costs of such repairs to the Landowner, its successors and assigns. This provision shall not be construed to allow the Town to erect any structure of permanent nature on the land of the Landowner outside of the easement for the stormwater management/BMP facilities. It is expressly understood and agreed that the Town is under no obligation to routinely maintain or repair said facilities, and in no event shall this Agreement be construed to impose any such obligation on the Town.
6. The Landowner, its successors and assigns, will perform the work necessary to keep these facilities in good working order as appropriate. In the event a maintenance schedule for the stormwater management/BMP facilities (including sediment removal) is outlined on the approved plans, the schedule will be followed.
7. In the event the Town pursuant to this Agreement, performs work of any nature, or expends any funds in performance of said work for labor, use of equipment, supplies,

materials, and the like, the Landowner, its successors and assigns, shall reimburse the Town upon demand, within thirty (30) days of receipt thereof for all actual costs incurred by the Town hereunder.

8. This Agreement imposes no liability of any kind whatsoever on the Town and the Landowner agrees to hold the Town harmless from any liability in the event the stormwater management/BMP facilities fail to operate properly.
9. This Agreement shall be recorded among the land records of Buncombe County, North Carolina, and shall constitute a covenant running with the land, and shall be binding on the Landowner, its administrators, executors, assigns, heirs and any other successors in interests, including any homeowners association.

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed on the day and year first above written.

**[The remainder of this page is left blank intentionally. Signatures follow on attached page(s)]**

**Signature Page for Stormwater Management/BMP Facilities Agreement  
Between the Town of Montreat and \_\_\_\_\_**

\_\_\_\_\_  
[Name of Landowner] (Seal)

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

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

I, \_\_\_\_\_, A Notary Public of the County and State aforesaid, certify that \_\_\_\_\_ personally appeared before me this day and acknowledged the voluntary execution of the foregoing instrument.

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

[Notarial seal]

\_\_\_\_\_  
Notary Public  
Typed of printed name of Notary:

\_\_\_\_\_

My commission expires: \_\_\_\_\_