Memorandum of Understanding and Grant of Site Access

This Memorandum of Understanding and Grant of Site Access ("agreement") is made effective the date of the last signature by and between the City of Brevard ("City") and Elizabeth S. Smith of 46 Grove Street, Brevard, NC ("resident"). The City and resident hereafter may collectively be referred to as the "Parties."

RECITALS

WHEREAS, resident is the owner of the property at 46 Grove Street (PIN 8585-59-8339-000); and

WHEREAS, a stormwater pipe of unknown ownership traverses the front yard of 46 Grove Street before discharging into a catch basin on Grove Street; and

WHEREAS, a failure in a portion of stormwater pipe has caused a sinkhole and other soil settlement to occur on the property at 46 Grove Street; and

WHEREAS, the Parties have a shared interest in enhancing the safety and usability of the stormwater infrastructure on this property; and

WHEREAS, in exchange for an explicit easement over stormwater infrastructure on the property, the City agreed to repair the sinkhole and replace the failing stormwater pipe with new; and

WHEREAS, time is of the essence; and

NOW, THEREFORE, the Parties hereto, in consideration of the mutual agreements and promises contained herein, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, do hereby agree as follows:

1.) The City agrees to proceed with the repair, approximated in Attachment 1, prior to the formal granting of the easement.
2.) Resident agrees the new pipe laid by the City will connect to a catch basin whose ownership remains with the resident.
3.) Resident agrees to take ownership of the pipes left abandoned on their respective properties by the repair; City agrees to fill abandoned pipes with concrete or similar treatment to prevent further subsidence.
4.) Resident agrees to grant access to the property for the purposes of conducting the repair and future maintenance of the pipe.
5.) Resident agrees to hold harmless the City and all its respective officers, directors, employees, agents, contractors, subcontractors, representatives, successors and assigns, from any and all claims, rights, liabilities, demands, actions, causes of action, damages, expenses, and costs, including but not limited to attorney's fees, raised against the parties identified above arise from any loss, injury or damage, whether to person or property, including, but not limited to, death, resulting from acts or omissions of the City, its contractors, subcontractors, agents and assigns during the completion of the project described in this agreement.
6.) Resident agrees to fully grant a permanent utility easement once the official

documents are finalized.

7.) Resident is responsible for providing a sealed engineering drawings of the catch basin detailing any needed repairs and piping connections.
8.) Resident agrees to evenly split the cost of the survey that defines the easement with the City.
9.) Resident agrees if the property were to sell prior to full issuance of the easement that they will notify the potential buyer of both the easement and the associated stormwater piping work.
10.) Resident is fully responsible for and needed fencing relocation or repairs.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives, to be effective as of the date of the last signature below:

CITY OF BREVARD

By:_____

Title:_____

Signature:_____

Date:_____

RESIDENT

Betsy S. Smith (46 Grove Street)

Signature:_____

Date:_____

ATTACHMENT 1

(Attach Parcel Information Data Card and PDF of planned Repair Here)