

**STATE OF NORTH CAROLINA**

**INTERLOCAL AGREEMENT**

**COUNTY OF BUNCOMBE**

**INTERLOCAL AGREEMENT BETWEEN THE COUNTY OF BUNCOMBE AND CITY OF ASHEVILLE REGARDING THE CONSTRUCTION OF SIDEWALKS ON NEW LEICESTER HIGHWAY**

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by and between the City of Asheville, a municipal corporation organized and existing pursuant to the laws of the State of North Carolina (hereinafter called "City", and the County of Buncombe, a body politic organized and existing pursuant to the laws of the State of North Carolina; (hereinafter called "County"):

WHEREAS, pursuant to N.C. Gen. Stat. § 153A-445 and N.C. Gen. Stat. § 160A-461, the City and County may enter into agreements in order to execute a governmental undertaking; and

WHEREAS, the City is in receipt of full federal funding for the construction of a sidewalk and associated support structures extending from the City's jurisdiction into the jurisdiction of the County on New Leicester Highway;

WHEREAS, the City and the County are the entities recognized by the North Carolina Department of Transportation ("NCDOT" as authorized to maintain sidewalks in the areas relevant to this Agreement; and

NOW, THEREFORE, in consideration of mutual covenants, terms, and conditions contained herein, accruing to the benefit of each of the respective parties hereto, the City and County agree as follows:

1. The City is partnering with NCDOT to fund the construction of sidewalks within the jurisdictions of the City and the County along New Leicester Highway and to provide the required matching funds for said sidewalks using federal funding as available. Said sidewalk is to be located along New Leicester Highway between Patton Avenue and a point approximately 600 feet northwest of the intersection of New Leicester Highway and Westwood Drive, are the same sidewalks included in the NCDOT project known as U-5190, and hereinafter sometimes referred to as "Project Sidewalk." Project Sidewalk is located in the County's territorial jurisdiction.

2. The County and the City shall execute all required documentation included but not limited to accepting all necessary easements and signing encroachment agreements for the section of the Project Sidewalk within their respective jurisdictions.

3. As to ongoing maintenance and responding to any and all claims alleging injury resulting from a defect or problem with any portion of the Project Sidewalk, the County and City shall only be responsible for the portions of the Project Sidewalk within their respective jurisdictions. Additionally, the County and City shall only accept ownership of the Project Sidewalk, associated support structures, and associated liability for the portion of the Project Sidewalk within their respective jurisdictions.

4. Upon the completion of the Project Sidewalk, the County shall be responsible for all upkeep and maintenance of the sidewalk in its territorial jurisdiction. The County may contract with the City for maintenance services or use a third party contractor.

5. This Agreement may only be modified via a writing executed by both parties.

6. This Agreement is not to be construed as creating any third party beneficiaries and may only be enforced by the parties herein.

7. Notices to either party may be made by sending a letter, first class mail to the following addresses:

**For City of Asheville**

Director of Public Works  
P. O. Box 7148  
Asheville, North Carolina 28801

**For County of Buncombe**

Planning Director  
Buncombe County Planning and  
Development  
46 Valley Street  
Asheville, North Carolina 28801

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first above written.

ATTEST:

CITY OF ASHEVILLE

\_\_\_\_\_  
Magdalene Burleson, City Clerk

\_\_\_\_\_  
Esther Manheimer, Mayor

ATTEST:

BUNCOMBE COUNTY

\_\_\_\_\_  
Lamar Joyner, Clerk to the Board of  
County Commissioners

\_\_\_\_\_  
Brownie Newman, Chairman  
Board of County Commissioners

STATE OF NORTH CAROLINA  
COUNTY OF BUNCOMBE

I, \_\_\_\_\_ a Notary Public of the State and County aforesaid, do hereby certify that Magdalene Burleson personally appeared before me and acknowledged that she is City Clerk of the City of Asheville and that she acknowledged the execution of the foregoing instrument by its Mayor and attested by herself as its Clerk.

This the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

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

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

STATE OF NORTH CAROLINA  
COUNTY OF BUNCOMBE

I, \_\_\_\_\_ a Notary Public of the County and State aforesaid certify that Lamar Joyner personally came before me this day and acknowledged that she is the duly appointed Clerk of the Board of Commissioners of the County of Buncombe, and that by authority duly given and as the act of the body politic the foregoing instrument was signed in its name by its said Board Chairman, sealed with its corporate seal and attested by herself as its Clerk.

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

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

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