

Prepared by: City of Asheville Attorney's Office
Mail after recording to: City of Asheville Public Works Department, P. O. Box 7148, Asheville,
NC 28802 Attention: STREETS STAFF COORDINATOR

STATE OF NORTH CAROLINA **MEMORANDUM OF STREET ACCEPTANCE**
BUNCOMBE COUNTY BUNCOMBE COUNTY: PIN: (9657-43-3150)

THIS MEMORANDUM OF STREET ACCEPTANCE, is made and entered into this ____ day of February, 2022 by and between Buncombe County, a body politic and corporate of the State of North Carolina (herein "Dedicator") and the City of Asheville, a North Carolina Municipal Corporation (herein the "City" or "Acceptor").

WITNESSETH

WHEREAS, Dedicator is the owner of a certain tract of land located in the City of Asheville, Buncombe County, North Carolina, PIN: 9657-43-3150, being more particularly described in deed recorded in Book 5157 at Page 1162, Buncombe County, North Carolina Registry (herein the "Real Property");

WHEREAS, Dedicator has constructed a street on the Real Property, named "Sweeten Creek Industrial Park Road" and "GE Access Road," as same are set forth and described in that plat recorded in Plat Book 220, at Page 50 Buncombe County, North Carolina Registry (herein the "Subject Street") reference to which plat is hereby made for purposes of description of the Subject Street;

WHEREAS, Dedicator has dedicated the Subject Street to the City of Asheville for acceptance as a public street, applied for the Subject Street to be accepted by the City, and paid all attendant application fees set forth in the City's Fees and Charges Manual;

WHEREAS, Dedicator warrants that it has designed the Subject Street to comply with the requirements of the City's Standard Specifications and Details Manual; and

WHEREAS, the City has determined that it is in the public interest to accept the Subject Street as a public street under the terms set forth herein.

NOW, THEREFORE, IT IS UNDERSTOOD AND AGREED BETWEEN THE DEDICATOR AND THE ACCEPTOR THAT:

- I.** The Dedicator hereby warrants that the Subject Street has been constructed in conformity with the City's Standard Specifications and Details Manual, and is reasonably free of defects. If any defects in the Subject Street are found, the Dedicator agrees to perform any and all work required to correct said defects, at its own costs. In the event that the Dedicator fails to honor this warranty within thirty (30) days of being notified by the City of an apparent defect, the City shall be entitled to perform the necessary repairs, and invoice the Dedicator for the cost of such work. The term of the warranty set forth in this paragraph shall run for two (2) years, beginning with the date first set forth above.
- II.** Separate from, and in addition to the warranty set forth in the preceding paragraph, Dedicator hereby acknowledges that it is self-insured for general liability and maintains excess general liability coverage up to \$7,000,000 per occurrence: Including coverage for bodily injury and property damage. Dedicator further agrees, to the extent permitted by North Carolina law, to indemnify, defend, and hold harmless the City and their officers, agents and employees from any third party claims arising from negligent acts or omissions of the Dedicator arising out of or in connection with the design or the original construction of the Subject Street.
- III.** The parties hereto understand and agree that this dedication by Dedicator and the acceptance by City of the Subject Street is limited to use by City's Public Works department in the course and scope of any and all work necessary and appropriate to maintain and clear said Subject Street.
- IV.** Subject to, and in recognition of the warranties and covenants set forth herein by the Dedicator, the City hereby accepts the Subject Street as a public street.

IN WITNESS WHEREOF, the Parties have hereunto set their hands and seals, this the day and year first above written and if corporate, by its duly authorized representative.

[Signature Pages follow]

DEDICATOR

BUNCOMBE COUNTY, a body politic and
corporate of the State of North Carolina

By: _____
Brownie Newman, Chair

Attest:

Lamar Joyner, Clerk to the Board

STATE OF NORTH CAROLINA
COUNTY OF BUNCOMBE

I, _____, Notary Public for said County and State, has personal knowledge of the identity of Lamar Joyner, and hereby certifies that said Lamar Joyner, Clerk to the Board, personally appeared before me this day and acknowledged that he is Clerk to the Board of Commissioners of County of Buncombe and that Brownie Newman is the Chairman of the Board of Commissioners of Buncombe County, and that by authority duly given and as the act of the County of Buncombe, the foregoing instrument was signed in its name by said Chairman, sealed with its official seal, and voluntarily attested to by himself as its Clerk as the act and deed of the County of Buncombe, all by authority duly given by its governing body.

Witness my hand and notarial seal, this the ____ day of February, 2022.

Notary Public

My Commission Expires:

APPROVED AND CONSENTED TO:

Signed, sealed and delivered
in the presence of:

TENANT:

UNISON ENGINE COMPONENTS, INC.

By:

Title: GM

Valerie G. Sauber
Valerie G. Sauber



VALERIE G. SAUBER
NOTARY PUBLIC
STATE OF OHIO
Recorded in
Butler County
My Comm. Exp. 9/9/2023

ACCEPTOR

Attest:

CITY OF ASHEVILLE

By: _____

Magdalen Burleson, City Clerk

Debra D. Campbell, City Manager

I, Notary Public of the County and State aforesaid, certify that Maggie Burleson, personally came before me this day and acknowledged that she is the City Clerk of the City of Asheville, a municipal corporation, and that by authority duly given and as the act of the corporation the foregoing instrument was signed in its name by its City Manager and attested by herself as its City Clerk.

Witness my hand and notarial seal this _____ day of _____, 20__.

Notary Public

Printed Name: _____

My Commission Expires: _____