

NORTH CAROLINA

MEMORANDUM OF UNDERSTANDING

GUILFORD COUNTY

This MEMORANDUM OF UNDERSTANDING (“Agreement”), made and entered into this _____ day of _____, 2016, by and between the City of Greensboro, (“Greensboro”) a municipal corporation of the State of North Carolina, the Town of Jamestown (“Jamestown”) a municipal corporation of the State of North Carolina, and Koury Corporation (“Koury”) a corporation registered in the State of North Carolina. All the parties herein are referred to as “Parties”.

WITNESSETH:

WHEREAS, Greensboro and Jamestown have a lengthy history of interlocal cooperation with respect to many matters affecting their mutual interest and benefit of their respective citizens; and

WHEREAS, Koury desires to develop Grandover Village (“Project”) and install a dedicated public street, water system and a wastewater/sewer collection system (“Water-Sewer System”); and

WHEREAS, each of the municipalities owns and operates water supply systems and wastewater/sewer collection systems to serve citizens both inside and outside their respective corporate limits; and

WHEREAS, the parties willingly enter into this Agreement to delineate the responsibilities for the installation, ownership, operation, and maintenance of the dedicated public street and the water-sewer system at the Grandover Village Project (“Project Area”) as depicted in Exhibit A; and

WHEREAS, the parties agree and understand that Koury will construct the dedicated public street and will install the required water-sewer infrastructure in the project area; and

WHEREAS, the parties agree that after Koury completes the construction of the dedicated public street and the installation of the required water-sewer infrastructure within the right-of-way, Koury shall dedicate by deed to Greensboro the completed public street as depicted in Exhibit A, and Koury shall dedicate by deed to Jamestown the water-sewer infrastructure; and

WHEREAS, the ownership of an existing 8” water line, as depicted in Exhibit A, which was built by Koury and dedicated to Greensboro shall be transferred from Greensboro to Jamestown because this line shall only serve customers within Jamestown’s jurisdiction. It is the intention Jamestown accept said water line once conditions of acceptance are met.

NOW THEREFORE, in consideration of the mutual terms, conditions and covenants by and between the parties hereto, it is hereby mutually agreed as follows:

1. The water-sewer system shall be installed as depicted in Exhibit A and in accordance with approved roadway and utility construction drawings per the jurisdictional government requirements. The approved roadway and utility construction drawings shall depict the water-sewer lines beyond back-of-curb and outside of travel lanes with the exception of existing utilities as of the date of this agreement.
2. The parties expressly agree that Greensboro shall have final approval authority of the dedicated public street, street and storm drainage system construction drawings, and construction inspection authority to ensure the project meets City standards. In no event shall Greensboro accept the project until the project meets Greensboro's standards.
3. The parties expressly agree that Jamestown shall have final approval authority of the water and sewer systems, utility construction drawings, and construction inspection authority for the system accepted by Jamestown to ensure the project meets Town standards. In no event shall Jamestown accept the project until the project meets Jamestown's standards.
4. Upon Koury's completion of the water-sewer lines installation, the existing 8" water line on the west side of Guilford College, as depicted in Exhibit A, shall be abandoned by Greensboro and its ownership shall be transferred from Greensboro to Jamestown. Greensboro will grant required utility easements to Jamestown as needed for maintenance of the utility system. It is the intention Jamestown accept said water line once conditions of acceptance are met.
5. Jamestown shall be responsible for any and all incidental damages to Greensboro's dedicated public street and Greensboro's storm drainage system arising from maintenance and operation of the water-sewer system accepted by Jamestown.
6. Greensboro shall be responsible for maintenance arising from normal wear and tear of the dedicated public street, including but not limited to the storm drainage system, and sidewalk.
7. In the event Greensboro shall maintain, improve, or resurface the dedicated public street, Jamestown shall be responsible for the repair and/or replacement of at-grade appurtenances for the Jamestown accepted water-sewer system such as valve boxes and man-hole rings and covers.
8. Greensboro and Jamestown shall use Jamestown's castings on Jamestown accepted utilities and the cost of such castings for the water-sewer system shall not be borne by Greensboro.
9. Jamestown agrees to provide necessary castings for Jamestown utilities upon request by Greensboro or may agree to reimburse Greensboro for castings requested to be replaced by Greensboro when roadway maintenance is necessary. Greensboro agrees to provide sufficient notice of proposed street maintenance and repairs to Jamestown in order to allow Jamestown to provide necessary castings.

10. In the event Jamestown approves a tap, a dig, or a future connection on the water-sewer system, Jamestown shall obtain the required third party roadway encroachment agreements and the required open-cut permits from Greensboro.
11. Koury shall be responsible for obtaining any required encroachment agreements with the North Carolina Department of Transportation.
12. Koury agrees to dedicate, as public street right-of-way, either by deed or by plat to Greensboro the portion of land between where the existing dedicated right-of-way for Grandover Village Parkway ends and where the right-of-way for Jamestown Parkway begins, as depicted in Exhibit A.

[Signature Pages Below]

IN WITNESS WHEREOF, each of the parties to this agreement has caused the same to be executed in duplicate originals the day and year first above written.

(Corporate Seal)

Koury Corporation

By: _____

Attested By: _____

CITY OF GREENSBORO

By: _____
City Clerk

By: _____
Assistant City Manager

Recommended:

By: _____
Water Resources Director

Approved as to Form:

(This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.)

By: _____
Assistant City Attorney

By: _____
Deputy Finance Officer

TOWN OF JAMESTOWN

By: _____
Town Clerk

By: _____
Town Manager

Recommended:

By: _____
Public Services Director

Approved as to Form:

(This instrument has been pre-audited in the
manner required by the Local Government
Budget and Fiscal Control Act.)

By: _____
Town Attorney

By: _____
Deputy Finance Officer