

NORTH CAROLINA

WAKE COUNTY

MULTI-PARTY AGREEMENT

Prepared by Wake County

This agreement, made and entered into this the _____ day of _____, 20___, by and between **Wake County Department of Environmental Services** (hereinafter referred to as "Department"); _____ (hereinafter referred to as "Developer") and _____ (hereinafter referred to as "Association")

WITNESSETH:

1. The Developer is the owner of certain lands lying in Wake County, North Carolina more fully described in _____ which is incorporated by this reference, upon which it is erecting or will erect facilities and other improvements, said lots being known as Lots _____ in _____ Subdivision.
2. The Developer desires to construct portions of a wastewater collection system to serve Lots _____ on said lands.
3. The Developer has created an Association by filing Articles of Incorporation for said Association with the Wake County Register of Deeds and the North Carolina Secretary of State.
4. The Developer has formed the _____, a non-profit insured corporation organized and existing under the applicable laws of the State of North Carolina, for the purpose, among others, of assuring the operation, maintenance, and repair of the wastewater collection system; and of collecting dues and assessments to provide funds for such operation, maintenance, and repair.
5. All parties desire to assure that the wastewater collection system serving Lots _____ in _____ Subdivision are properly constructed, maintained, operated, and repaired in accordance with laws, rules, and permit conditions in order to protect the public health, the quality of the waters of the State and the public interests therein.

NOW, THEREFORE, for and in consideration of the premises and benefits to be derived by each of the parties hereto, the Department, the Developer, and the Association do hereby mutually agree as follows:

1. The Developer shall construct the wastewater collection system in accordance with permits, applicable rules, and plans and specifications hereafter issued and approved by the Department; and shall thereafter assign the maintenance and repair of such system in accordance with the applicable permit provisions, rules, and laws to the Association.

2. The Developer shall not assign the maintenance and repair responsibility of the off-site Supply Line Network system to the Association until the system has been completed and certified by the Engineer according to the approved drawings.
3. The Association, after the assignment by Developer, shall maintain and repair the portion of the supply line network system shared by two or more individual lots (Network) in accordance with the laws, rules, and the conditions of the permit. If necessary, the Association shall levy and collect the assessments provided for in its covenants and/or bylaws including special or additional assessments; and, in the event that the sum realized by the levy of such assessments shall not be adequate to maintain and repair the system as required by laws and conditions of the permit, the Association shall take such actions as is necessary to secure funds adequate for such purposes. The Association may seek reimbursement from the individual Lot Owners that are served by the supply lines for which the expenses are incurred.
4. Each individual Lot Owner shall be responsible for the maintenance and proper functioning of its individual supply line and septic components. Any cost associated with a supply line shall be the responsibility of the corresponding individual lot owner and said lot owner shall reimburse the Association for any and all expenses the Association might incur in connection with the supply lines. The Association, shall provide for a guarantee of payment in an amount approved by Wake County in the event of a general failure of supply lines through deposited money in a custodial account or other method of funding as may be required by Wake County for the life of the supply lines located with the shared easements. Information substantiating that this guarantee remains in force shall be submitted to the Wake County Department of Environmental Services annually.
5. The Developer, on behalf of the Association, has either deposited \$_____ in a custodial account with _____ or obtained a letter of credit or a bond in the amount of \$_____, for the continued operation, maintenance, repair and replacement of the sewage collection systems.
6. The Association shall be responsible for the general maintenance (e.g., mowing the grass) of all shared or network areas where any supply line easements, septic drainfield easement lots, or septic access easements are located. Neither Wake County nor the State of North Carolina will be liable for any accidents or damages relating to these areas, and the Association shall hold harmless the public and indemnify the County and State from such liability. Lot Owners shall not do anything on their individual lots that will interfere with the ability of the Association to perform its maintenance duties.
7. The Association, in a recorded Declaration, shall identify the off-site Supply Line Network and/or shared off-site septic system components system as a shared or network area which will receive the highest priority for expenditures by the Association, except for Federal, State, and local taxes and insurance.
8. The Association, upon (prior to) dissolution, shall provide for the maintenance, repair and continued proper operation of its off-site Supply Line Network and/or shared off-site septic system components by the subsequent owner.
9. The Association, except upon dissolution, shall not transfer, convey, assign, or otherwise relinquish or release its responsibility for the operation, maintenance and repair of its off-site Supply Line Network and/or shared off-site septic system components.
10. This Agreement is intended to cover the off-site Supply Line Network and/or shared off-site septic system components which are located within the easement areas. Once the primary and/or repair system(s) for any of lots _____ have been installed, the Association will have the off-site Supply Line Network and/or shared off-site septic system components

inspected by a certified operator once a year and will be required to perform any maintenance needed within the sewer collection line easement. A copy of this annual inspection report shall be provided to Wake County Department of Environmental Services. The individual wastewater systems will be the responsibility of each individual homeowner through a contracted certified operator once they are installed. The individual homeowners will be responsible for maintaining a contract with a certified operator to inspect their own system, in addition to the Association contract with a Management Entity for the supply lines.

11. A copy of this Agreement shall be recorded with the Register of Deeds of Wake County.
12. A copy of the certified Articles of Incorporation for the Association from the Secretary of State of North Carolina shall be filed with Wake County Department of Environmental Services.

IN WITNESS WHEREOF, this Agreement was executed in triplicate originals by the duly authorized representative of the parties hereto on the day and year written as indicated by each of the parties named below: