

NORTH CAROLINA  
BUNCOMBE COUNTY

01/16/2024

NORTH CAROLINA DEPARTMENT  
OF TRANSPORTATION

AND

LANDSCAPE MAINTENANCE  
AGREEMENT

TOWN OF WOODFIN

WBS ELEMENT: 36249.2878

THIS AGREEMENT, made and entered into on the last date indicated below, by and between the North Carolina Department of Transportation, an agency of the state of North Carolina, hereinafter referred to as the "Department", and the Town of Woodfin, a municipal corporation chartered under the laws of the State of North Carolina, hereinafter referred to as "Municipality";

WITNESSETH:

WHEREAS, an agreement was entered into by the Department and the Municipality on June 22, 2009 that assigned landscape maintenance responsibility of the controlled access right-of-way on future I-26 (US 19-23) at Exit 23 to the Municipality in exchange for the installation of the plantings by the Department; and

WHEREAS, this agreement became effective on July 18, 2011; and

WHEREAS, the Municipality has faithfully fulfilled these responsibilities at the expense of the Municipality; and

WHEREAS, economic development initiatives associated with the 2009 agreement have not proven successful as originally anticipated; and

WHEREAS, the cost of landscape maintenance at Exit 23 has placed a burden on the taxpayers of the Municipality; and

WHEREAS, the Municipality remains a community of low wealth and modest resources; and

WHEREAS, the Municipality is seeking relief from these responsibilities and is requesting that the Department resume maintenance responsibility of Exit 23; and

NOW, THEREFORE, the parties hereto, each in consideration of the promises and undertakings of the other as herein provided, do hereby covenant and agree, each with the other as follows:

1. The Municipality shall remove all split-rail fencing, any woody vegetation growing in the fence line, trash, and debris.
2. The Municipality shall fill any ground holes left as a result of the fence removal and re-seed and straw mulch any areas as needed.
3. The Municipality shall communicate with residents regarding the change in appearance and maintenance responsibilities of Exit 23.
4. The Municipality shall pay for all costs associated with 1-3 above and shall complete the work no later than February 29, 2024.
5. The Department shall resume maintenance on March 1, 2024.

IN WITNESS WHEREOF, this agreement has been executed, in duplicate, the day and year heretofore set out, on the part of the Department and the Municipality by authority duly given.

TOWN OF WOODFIN

ATTEST:

\_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Approved by the Town Council of the Town of Woodfin as attested to by the signature of Gena Powers, Clerk to the Woodfin Town Council, on \_\_\_\_\_ (date).

(SEAL)

NC DEPARTMENT OF TRANSPORTATION

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

PRESENTED TO THE BOARD OF TRANSPORTATION ITEM "X": (DATE)