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WAKE COUNTY, NC 828  
LAURA M RIDDICK  
REGISTER OF DEEDS  
PRESENTED & RECORDED ON  
05/30/2007 AT 16:05:48

BOOK:012574 PAGE:00564 - 00596

Instrument Prepared By: Raleigh City Attorney's Office  
Brief Description for Index: Tennyson Place Book of Maps 2007, Pages 1195-1200  
Parcel Identifier: 0796-39-5052  
Mail After Recording To: City Attorney's Office  
P. O. Box 590  
Raleigh, N.C. 27602

**STATE OF NORTH CAROLINA**

**COUNTY OF WAKE**

**STORMWATER REPLACEMENT PROTECTION EASEMENT  
AND ACCESS MAINTENANCE AGREEMENT AND INSTALLMENT  
REPLACEMENT CONTRIBUTION**

THIS STORMWATER REPLACEMENT PROTECTION EASEMENT AND ACCESS MAINTENANCE AGREEMENT AND INSTALLMENT REPLACEMENT CONTRIBUTION (the "Agreement") made this 24 day of May, 2007, by and between Beazer Homes Corp., a Tennessee corporation, whose address and telephone number are 5811 Glenwood Avenue, Suite 200, Raleigh, NC 27612, Telephone No. 919-881-9350 (hereinafter referred to as "Developer") and Tennyson Place Community Association, Inc., a North Carolina non-profit corporation, whose address and telephone number are c/o Beazer Homes Corp., a Tennessee corporation, whose address and telephone number are 5811 Glenwood Avenue, Suite 200, Raleigh, NC 27612, (hereinafter referred to as the "Association") (Developer and Association collectively referred to as "Grantors"), with, to and for the benefit of the CITY OF RALEIGH, a municipal corporation of the State of North Carolina, whose address is P. O. Box 590, Raleigh, North Carolina 27602 (hereinafter referred to as the "Grantee" or the "City"). These parties shall hereinafter sometimes be referred to collectively as the "Parties", and individually as a "Party".

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**WITNESSETH**

WHEREAS, Developer is the owner in fee simple of that certain property situated in Wake County, North Carolina and more particularly described on Exhibit A (the "Property"); and

WHEREAS, the Property is located within the planning jurisdiction of the City and subject to certain stormwater quantity and quality requirements set forth in Part 10, Chapter 9, Article B, Division I, Raleigh City Code (the "RCC"), as may be amended from time to time; and

WHEREAS, as required by the City in connection with the development of the Property, the Developer shall install engineered stormwater control measures including an existing pond and wetlands consisting of approximately 1.62 acres in size, riparian buffers, level spreaders, constructed wetlands and associated appurtenances and vegetation (collectively, the "Stormwater Control Measures") as shown on construction drawings prepared by Withers & Ravenel, entitled Tennyson Place-Beazer Homes, having City file number S-72-05 and dated December 22, 2006 and signed by the Chief Engineer of the City on December 5, 2006, on portion of the Property as described on Exhibit B (the "Stormwater Areas"), for purposes of establishing a stormwater management system for the Property, and that Grantors assume specific maintenance, replacement, reconstruction and repair, responsibilities set forth in the RCC and with respect to the Stormwater Control Measures; and

WHEREAS, the Association shall have the right and easement to enter upon, over, across and under the Stormwater Areas for the purpose of inspecting, operating, maintaining, repairing, reconstructing, and replacing the Stormwater Control Measures; and

WHEREAS, these Stormwater Control Measures are required to comply with the RCC and that failure to maintain these Stormwater Control Measures is a violation of the RCC potentially subjecting each lot owner of the Property to significant daily civil penalties and other enforcement actions; and

WHEREAS, the City also requires that the Developer grant or dedicate to the Grantee an access and maintenance easement over and across the Stormwater Areas for the purposes of inspecting, maintaining, repairing, reconstructing and replacing the Stormwater Control Measures set forth in the RCC and this Agreement; and

WHEREAS, this Agreement has been procured in accordance with the requirements of N.C. General Statutes Chapter 143, Article 21, Part 1 and RCC §10-9027(c).

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(ii) prior to the recordation of either any subdivision plat or any right-of-way dedication plat of any portion of the Property.

The Initial Payment shall be equal to Forty Five Hundred Dollars (**\$4,500.00**) (which is equal to fifteen percent (15%) of the estimated construction cost of the Stormwater Control Measures) plus Three Thousand Four Hundred Seventeen Dollars (**\$3,417.00**) as the first year's contribution to the General Replacement account as set forth in the schedule payments attached hereto as Exhibit D which is incorporated herein and made a part hereof. The Association shall pay to the City annual contributions to the General Replacement Account. Said payments by the Association to the City shall be made on or before July 1<sup>st</sup> of each year and shall be made in accordance with the schedule of payments set forth in Exhibit D.

With the consent of the City, funds deposited by the Grantors may be drawn out of the General Replacement Account for Major Repairs, repair work exceeding Ten Thousand Dollars (**\$10,000.00**) (one-third the initial construction cost), reconstruction and replacement of the Stormwater Control Measures as determined by the Association. Consent of the City is to be given by its City Manager or his designee. Any funds withdrawn from the General Replacement Account shall be replaced by the Association, in accordance with the schedule of contributions specified by the City prior to the withdrawal of funds.

5. **USE OF PROTECTION EASEMENT.** The City, its officers, employees, contractors and agents may access the Property and enter the Stormwater Areas for purposes of exercising Grantee's rights hereunder. This Agreement shall in no way obligate the City to maintain, replace, reconstruct and repair the Stormwater Control Measures, and the City shall not be liable to any person, firm, partnership, company, corporation, governmental agency, or entity for the condition or operation of the Stormwater Control Measures. Further this Agreement shall in no way diminish, limit, or restrict the right of the City to enforce any of its ordinances as permitted by law.

6. **DEFAULT.** If the Developer or the Association or its members shall fail to comply with the foregoing requirements or any other obligations imposed herein, in the RCC or pursuant to the terms of the Declaration of Covenants, Conditions and Restrictions for the Property as the same may be amended from time to time in accordance with the terms thereof (the "Declaration"), the City, in its sole discretion, may perform such work and recover the costs thereof from either the General Replacement Account or from the Party who is then responsible for the performance of such requirements and obligations (hereinafter referred to as the "Owner"); provided, however, that, except in cases of emergencies, the City will give the Owner a minimum of thirty (30) days prior written notice of and an opportunity to cure the Owner's default hereunder. If the City exercises its rights hereunder and maintains, repairs, reconstructs or replaces all or a portion of the Stormwater Control Measures, then following acceptance and payment of the work, the City shall deliver to the Owner written notice of the costs of such work, and the Owner shall pay all such costs within thirty (30) days

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after receipt of such notice. Any costs not paid by the Owner to the City within the thirty (30) day period shall be delinquent, and the Owner shall be considered in default of this Agreement. In the event of such default, the City may either bring an action at law against the Owner for the cost of the work, plus interest at the rate of eight percent (8%) per annum, collection costs, late payment charge of three hundred dollars (\$300) during the first forty-five (45) days of default and five hundred dollars (\$500) thereafter, and reasonable attorneys' fees or foreclose a lien against the Property, or both.

The Declaration shall grant the Association the right to impose assessments to pay any monies owed by the Association to the City pursuant to this Agreement; payment of such assessment being secured by a lien against all of the Property upon the filing of a claim of lien by the Association or by the City, as the assignee of the Association's lien rights. The granted lien rights shall be foreclosed in like manner as a mortgage on real estate pursuant to power of sale under Article 2A of Chapter 45 of the General Statutes from and after the time of recording a claim of lien in the Office of the Clerk of Superior Court of the County where the Property is situated, which claim shall state the description of the Property encumbered thereby, the name and address of the Association, the record owners of the encumbered Property at the time the claim of lien is filed, and the amount of the lien claim. The claim of lien shall be recordable any time after default, and the lien shall continue in effect until all sums secured by the lien as herein provided shall have been fully paid. Such claims of lien shall include all sums that are due and payable when the claim of lien is recorded, plus interest at the rate set forth in the Declaration, but not to exceed eighteen percent (18%) per year, collection costs, and reasonable attorneys' fees. City lien claims shall be signed by the City Manager. Upon full payment of all sums secured by such claims of lien, the same shall be satisfied of record.

Any payment required by this Agreement which is not paid to the City within thirty (30) days after its due date shall be delinquent. In the event of such default, the City may bring an action against the Owner for nonpayment plus interest at a rate of eight percent (8%) per year, collection costs, a late payment charge of three hundred dollars (\$300) during the first forty-five (45) days of default and five hundred dollars (\$500) thereafter and attorney fees.

The remedies set forth herein are cumulative, the city may for example bring an action for collection and foreclose its lien claim.

7. **RESERVATION BY RECORD OWNER.** The Developer and the Association and its members, as applicable, shall in all other respects remain the owner of the Property, subject to the Protection Easement, and may make all lawful uses of the Property not inconsistent therewith.

8. **NO WAIVER OF RIGHT.** The Grantee does not waive or forfeit the right to take action to ensure compliance with the terms, conditions and purposes of this Agreement by a prior failure to act.

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9. NOTICE. Written notice as required hereunder shall be provided to the City of Raleigh at P. O. Box 590, Raleigh, N.C. 27602, and to the Owner at 5811 Glenwood Avenue, Suite 200, Raleigh, NC 27612. Written notice shall be deemed received four (4) days following its deposit, first class mail, with the United States postal system. In the event notice to the Owner is returned, the City may notify the Owner at either (i) the mailing address provided to the Wake County Tax Assessor; or (ii) the registered agent of the Association on file with the Corporations Division of the Secretary of State's Office.

10. SUCCESSORS AND ASSIGNS. The designation of Developer, Association, Grantors and Grantee shall include the Parties, heirs, assigns, and successors to the Grantors.

11. AMENDMENT. All amendments to this Agreement made during the initial ten (10) year period following the date hereto (the "Initial Period") shall be executed in writing by the Parties or their respective successors and assigns, except that amendments made to the Exhibits to reflect phased developments, additional Stormwater Control Measures additional Stormwater Areas or additional payment to the City may be made without the consent of the Association. All amendments to this Agreement made after the Initial Period need not be executed by the Developer; but shall be executed in writing by the Association and the Grantee or their respective successors and assigns. No Amendment to this Agreement shall become effective until executed by the appropriate parties, approved by the City Attorney and recorded in the office of the County Register of Deeds.

12. TERM. This Agreement shall continue as a servitude running in perpetuity with the Property.


TO HAVE AND TO HOLD the aforesaid rights, privileges and easements herein to the Grantee, its successors and assigns forever, and Grantors do covenant that Grantors are seized of said premises in fee or by easement and have the right to convey the same, and Grantors will warrant and defend such title to the same against claims of all persons whosoever.

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IN WITNESS WHEREOF, the Parties have executed this Agreement and under seal as of the day and year first above written.

DEVELOPER:  
Beazer Homes Corp.

By:  (SEAL)  
Name: Thomas F. Sewitsky, III  
Its: Raleigh Division President (title)

ASSOCIATION:  
Tennyson Place Community Association, Inc.

By:  (SEAL)  
Name: Matthew Danielson  
Its: President (title)

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.. . . .



CITY OF RALEIGH

By: J. Russell Allen (SEAL)  
J. Russell Allen, City Manager

Attest: Gail G. Smith  
Gail G. Smith, City Clerk

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NORTH CAROLINA

CITY/MANAGER  
ACKNOWLEDGEMENT

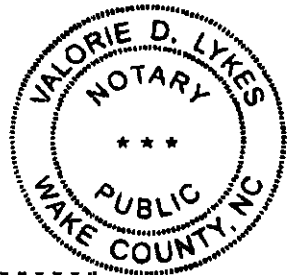
COUNTY OF WAKE

This is to certify that on the 24 day of May, 2007, before me personally came Gail G. Smith, with whom I am personally acquainted, who, being by me duly sworn, says that she is the City Clerk and Treasurer and J. Russell Allen is the City Manager of the City of Raleigh, the municipal corporation described herein and which voluntarily executed the foregoing; that she knows the corporate seal of said municipal corporation; that the seal affixed to the foregoing instrument is said corporate seal, and the name of the municipal corporation was subscribed thereto by the said City Clerk and Treasurer and that the said corporate seal was affixed, all by order of the governing body of said municipal corporation, and that the said instrument is the act and deed of said municipal corporation.

WITNESS my hand and official seal this the 24 day of May, 2007.

(SEAL)

Valorie D. Lykes  
Notary Public  
Printed Name: Valorie D. Lykes



My Commission Expires: 6/26/2010



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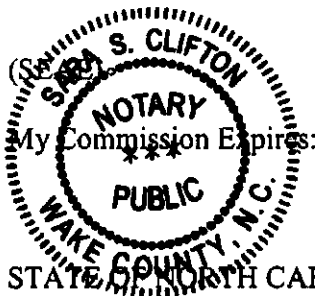
NORTH CAROLINA

WAKE COUNTY

DEVELOPER  
ACKNOWLEDGMENT

I, the undersigned Notary Public, certify that Thomas F. Sewitsky, III personally came before me this day and acknowledged that he is the President, Raleigh Division, of Beazer Homes Corp., a Tennessee corporation, and that he, as such officer, being authorized to do so voluntarily executed the foregoing instrument on behalf of said entity.

WITNESS my hand and official stamp seal this the 21 day of may, 2007.



Sara S. Clifton

Notary Public

Printed Name: Sara S. Clifton

1-10-2010

STATE OF NORTH CAROLINA

COUNTY OF Wake

ASSOCIATION  
ACKNOWLEDGMENT

I, the undersigned Notary Public do hereby certify that Matthew Danielson, personally appeared before me this day and acknowledged that he is the President of Tennyson Place Community Association, Inc., a corporation, and that he as such officer, being authorized to do so, voluntarily executed the foregoing instrument on behalf of said entity.

This the 21 day of may, 2007.

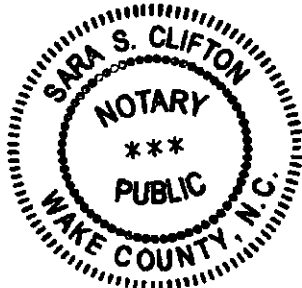
(SEAL)

Sara S. Clifton

Notary Public

Printed Name: Sara S. Clifton

My Commission Expires: 1-10-2010



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**LIST OF EXHIBITS**

1. Exhibit A Description of recorded Plat of the subdivision
2. Exhibit B. Drainage easement(s) shown on plat recorded in Book of Maps \_\_\_\_\_, Page, \_\_\_\_\_, Wake County Registry.
3. Exhibit C. Operations and Maintenance Manual and Budget – this document must first be approved by the City Engineering Department
4. Exhibit D. Schedule of payments listed year by year together with its present value, based on current value as determined by the City Finance Department. Construction cost of Stormwater Control Measures Prepared by engineer is attached to Exhibit D – this document Must first be approved by the City Engineering Department

A certified copy from the North Carolina Secretary of State of the Articles of Incorporation of the Homeowner's association, to be presented to the City with signed Agreement.

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**EXHIBIT A**

**LYING AND BEING in or near the City of Raleigh, Wake County, North Carolina, and being all of that real property as shown on map entitled "Tennyson Place, Lots 1-26 Owner: Beazer Homes Corp." recorded in Book of Maps 2007, Pages 1195-1200 , Wake County Registry.**

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**EXHIBIT B**

**Private Drainage Easement(s) and BMP Areas shown on recorded plat**

Those certain areas labeled as “Private Drainage Easement” and “Constructed Wetlands BMP 1” and “BMP 2 Bioretention Private Drainage Easement” as shown on a certain plat entitled, “Tennyson Place, Lots 1-26 Owner: Beazer Homes Corp.” recorded in Book of Maps 2007, Pages 1195-1200 , Wake County Registry.

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**EXHIBIT C**

**Operations and Maintenance Manual and Budget**  
**(attached)**

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# WITHERS & RAVENEL

## STORMWATER OPERATIONS AND MAINTENANCE MANUAL AND BUDGET

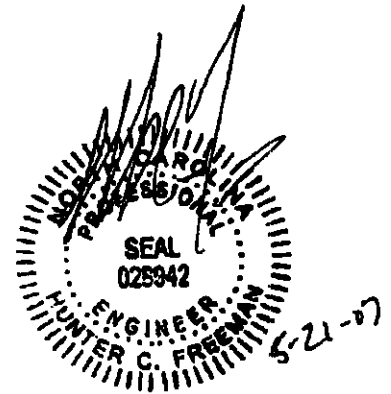
### TENNYSON PLACE

Raleigh, North Carolina

**Prepared For:**  
BEAZER HOMES, INC.  
5811 Glenwood Avenue  
Raleigh, NC 27612

**Prepared By:**  
WITHERS & RAVENEL, INC  
111 MacKenan Drive  
Cary, North Carolina 27511

**May 2007**  
W&R Project No. 205120.00



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**TENNYSON PLACE  
STORMWATER SYSTEM  
OPERATIONS AND MAINTENANCE MANUAL AND BUDGET**

**1. INTRODUCTION**

Tennyson Place is an 11.72 acre subdivision located near the intersection of Millbrook Road and Creedmoor Road. The stormwater management practices include a stormwater wetland and a bio-retention area to comply with the stormwater quality and quantity requirements. This manual establishes procedures for operation and maintenance of the stormwater management system in accordance with the City of Raleigh guidelines as set forth in Section 10-9025(b) of the Raleigh City Code.

The stormwater conveyance system routes the stormwater runoff from the first inch of precipitation through one of two devices. The wetland is located in common open space, described at lot 26, just east of lot 23 and north of tree conservations area #3. The bio-retention area is located in the northwest quadrant of the intersection of Millbrook Road and Light Brigade Lane, and south of tree conservations area #2. The wetland is sized to receive stormwater runoff from approximately 5.76 acres of the site, and the bio retention area is sized to treat stormwater runoff from approximately 0.30 acres of the site. Stormwater runoff from the remainder of the site is not collected into a storm drainage pipe network or pond and flows off the site via sheet flow.

**2.1 CONSTRUCTED WETLANDS**

**2.1.1. Description**

Constructed wetlands are intended to create a matrix of sediment, plants, water, and detritus that will collectively remove nitrogen and total suspended solids from runoff of precipitation events. The removal process includes physical, chemical, and biological processes to reduce the amount of pollutants entering the stormwater flow. Constructed wetlands are designed to promote sheet flow and thus lower velocities through the system creating an environment where solids will settle to the bottom. The constructed wetland detention basin system is defined as the wetland detention basin, pretreatment including forebays and the vegetated marshes. The marsh areas are further classified as either high marsh or low marsh. The depth of water from the normal pool elevation typically is 0-9 inches in the high marsh and usually 9-18 inches in the low marsh. The stormwater resulting from the runoff of the first inch of precipitation is stored above the marsh areas and released through a small diameter drawdown device over a period of 48 to 96 hours. Larger storm events (10-year, 50-year, 100-year etc) are designed to pass through the system via a high capacity riser structure.

The plants within the constructed wetland will assist in the stabilization of the settled material by trapping the sediment in the root system thereby reducing the resuspension of the settled solids. The plants are selected based on their location within the constructed wetlands. Species are selected based on whether they will be planted in the high or low marsh areas. All plant species selected will withstand being inundated for a period of 48 to 96 hours while the

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stored water is being slowly released. Typical high marsh plants include Sweet Flag, Broomsedge, and Switchgrass. Typical low marsh plants include Sedges, Coontail, Duckweed, Pondweed, Wild Celery, Arrow Arum, and Wild Cherry. These species were selected based on their local availability; however, other species may be substituted after consulting a landscape architect or local nursery specializing in aquatic plants.

The constructed wetland is designed to treat the runoff of the first inch of precipitation from the contributory drainage area. The purpose of this constructed wetland is to store the runoff from the first inch of precipitation from its drainage area and to release the stormwater over a 48 to 96 hour period of time. The surface area of the constructed wetland is 4,300 square feet and designed to store 11,600 cubic feet of stormwater. The average depth of the constructed wetland is 18 inches with the storage pool approximately 3 feet above the normal water surface elevation after the design storm event. An outlet orifice device will be used to drain the stored stormwater with the discharge at a location outside of the Neuse River Riparian buffer. A riser/barrel outlet structure is designed to pass the 10-year storm event directly to the adjacent stream. The outlet is located at bottom of the constructed wetlands. An emergency drain is located at an elevation equal to the bottom of the constructed wetland.

#### **2.1.2. Maintenance**

Maintenance activities must be performed as follows:

1. After every storm event greater than 0.5 inches in any 24 hour period and at least monthly:
  - a. Inspect the wetland detention basin system for sediment accumulation, erosion, trash accumulation, vegetated cover, and general condition.
  - b. Check and clear the orifice on the drawdown device of any obstructions such that drawdown of the temporary pool occurs within 2 to 5 days as designed.
2. Repair eroded areas immediately, re-seed as necessary to maintain good vegetative cover, mow vegetative cover (other than wetland areas) to maintain a maximum height of six inches, and remove tree litter and trash as needed.
3. Inspect and repair the collection system (i.e. catch basins, piping, swales, riprap, etc.) quarterly to maintain proper functioning.
4. Remove accumulated sediment from the wetland detention basin system semi-annually or when depth of normal pool is reduced to six inches. Removed sediment must be disposed of in an appropriate manner and must be handled in a manner that will not adversely impact water quality (i.e. stockpiling near a wetland detention basin or stream, etc.).
  - The measuring device used to determine the sediment elevation must be such that it will give an accurate depth reading and not readily penetrate into accumulated sediments. A "sludge Judge," or similar type of apparatus, is a



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sufficient measuring device.

- Sediment must be removed when the depth reads 0.5 feet in the low marsh areas and 0.25 feet in the high marsh areas. The removal process includes excavating the sediment an additional six inches below design elevations. Then new material will be replaced in the excavated area back to the original design elevations and replanted.
  - When the permanent pool depth reads 0.5 feet in the forebay and micro-pool, the sediment must be removed.
5. Grass filter strips are to be fertilized semi-annually every October and April.
  6. Wetland planting densities in the marsh areas are to be maintained by replanting bare areas as needed. Wetland plants should be encouraged to grow in the marsh areas. (see Attached Plans for each constructed wetland).
  7. If the basin must be drained for an emergency or to perform maintenance, the flushing of sediment through the emergency drain must be minimized to the maximum extent practical.
  8. All components of the wetland detention basin system must be maintained in good working order.
  9. The wetland embankment must be inspected for woody vegetation at least annually and after any rain event exceeding 0.5" of total rainfall. Any nuisance vegetation is to be removed to prevent structural problems with the embankment.

## 2.2. BIO-RETENTION AREAS

### 2.2.1. Description

Bio-retention areas are designed to remove solids and other pollutants from stormwater runoff via settlement and filtration. The bio-retention cell is typically an excavated area which has been backfilled with a sand soil mix with a shallow ponding area on the surface. The surface area is often vegetated with plants and trees which will not adversely affect the infiltration characteristics of the underlying soil bed. In some cases, there is an underdrain system which discharges water from the bottom of the soil bed if natural infiltration rates are not sufficient.

The soil media serves as a filter for the stormwater runoff and the surface planting can provide limited nutrient reduction benefits via plant uptake. Outlet is controlled by an earthen weir.

### 2.2.2. Maintenance

Maintenance activities must be performed as follows:

1. After every storm event greater than 0.5 inches in any 24 hour period and at least monthly:
  - a. Inspect the bio-retention area for sediment accumulation, erosion, trash accumulation, vegetated cover, and general condition.

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- b. Check and clear the outlet weir of any obstructions and repair any areas of erosion.
2. Repair eroded areas immediately, re-seed as necessary to maintain good vegetative cover, mow vegetative cover (other than wetland areas) to maintain a maximum height of six inches, and remove tree litter and trash as needed.
3. Inspect and repair the collection system (i.e. catch basins, piping, swales, riprap, etc.) quarterly to maintain proper functioning.
4. Remove accumulated sediment from the bio-retention basin semi-annually or when the basin fails to drain after 5 consecutive days without rainfall. Removed sediment must be disposed of in an appropriate manner and must be handled in a manner that will not adversely impact water quality (i.e. stockpiling near a wetland detention basin or stream, etc.).
5. All components of the bio-retention basin system must be maintained in good working order.
6. The embankments must be inspected for woody vegetation at least annually and after any rain event exceeding 0.5" in depth, and any nuisance vegetation is to be removed to prevent structural problems with the embankment.

### **2.3. LEVEL SPREADERS**

Level spreaders or other structures that provide diffuse flow must be maintained every six months. All accumulated sediment and debris must be removed from the level spreaders, and a level elevation must be maintained across the entire flow spreading structures. Any down gradient erosion must be repaired and/or replanted as necessary.

### **2.4. INSPECTIONS**

Each stormwater control measure or device must be inspected on an annual basis by a qualified registered North Carolina professional engineer, surveyor, or landscape architect. The inspections report must contain all of the following:

- (a) The name, address of the landowner;
- (b) The recorded book and page number of the lot of each required stormwater control measure and required open space area;
- (c) A statement that an inspection was made of all required stormwater control measures, including open space areas if any;
- (d) The date the inspection was made;
- (e) A certification statement that all inspected stormwater control measures and open space areas are performing properly and are in compliance with this stormwater control plan. A sample certification statement is attached hereto as Exhibit E.
- (f) The original signature and seal of the engineer, surveyor, or landscape architect.

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An original inspection report must be given to the Stormwater Management Division, Public Works Department of the City one year from the date the as-built was first certified and each year thereafter on the anniversary date of said certification. Please see Exhibits B and D, attached hereto, for samples of the annual inspection report forms. The certification statement, a sample of which is attached hereto as Exhibit E, must be included with the annual inspection report when submitted to the City's Stormwater Management Division, Public Works Department.

**3. MAJOR REPAIRS**

**Stormwater Conveyance System**

Any repair work exceeding 33% of the original construction cost estimates (i.e. any repair work exceeding \$10,000.00)

**4. RECORD KEEPING**

**Annual Inspection Reports**

The annual inspection reports must be kept on record by the homeowners association.

**Observations**

All observations are to be recorded by the homeowners association when periodic inspections are performed. These inspections should be logged into the Periodic Inspection, Operation and Maintenance Records forms attached hereto as Exhibits A and C.

**Maintenance**

Written records of maintenance and/or repairs must be recorded on the Periodic Inspection, Operation, and Maintenance Records forms attached hereto as Exhibits A and C.

**Other Operation Procedures**

The homeowners association must maintain a complete and up-to-date set of plans (as-built drawing), and all changes made over time should be recorded on the as-builts.

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5. ENGINEER'S OPINION OF CONSTRUCTION COST

April 24, 2007

as shown on plans prepared by Withers & Ravenel, Inc.

ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	COST
1.01	5' x 5' Inlet box, including anti-floatation	1	EA	\$ 4,500.00	\$ 4,500.00
1.02	24" Outlet Pipe	58	LF	\$ 60.00	\$ 3,480.00
1.03	DIP Drawdown Pipe Outlet	100	LF	\$ 30.00	\$ 3,000.00
1.04	Vegetation	1	EA	\$ 10,000.00	\$ 10,000.00
2.01	Bio-Retention Underdrain	1	EA	\$ 1,500.00	\$ 1,500.00
2.02	Bio-Retention Soil Media	155	CY	\$ 22.00	\$ 3,410.00
				SUB-TOTAL =	\$ 25,890.00
				USE =	\$ 30,000.00

Note: Basis of Opinion of Cost is the engineer's cost estimate

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**6. ESTIMATED STORMWATER MANAGEMENT REPLACEMENT BUDGET**

April 24, 2007

Estimated Initial Construction Cost = \$ 30,000.00

Total Estimated Construction Cost = \$ 30,000.00

Period (year)	Annual Replacement Fund	
2007	\$ 4,500.00	Initial Contribution equal to 15% of Estimated Initial Construction Cost
2007	\$ 3,417.00	
2008	\$ 3,417.00	Years 1-5...Contribution is 2/3 of remaining balance
2009	\$ 3,417.00	
2010	\$ 3,417.00	
2011	\$ 3,417.00	
2012	\$ 1,683.00	
2013	\$ 1,683.00	Years 6/10...Contribution is remaining balance
2014	\$ 1,683.00	
2015	\$ 1,683.00	
2016	\$ 1,683.00	
Totals =	\$ 30,000.00	

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**7. ESTIMATED STORMWATER MANAGEMENT MAINTENANCE BUDGET**

Period (year)	April 24, 2007						Total Funds
	Annual Inspections Fund	Annual Maintenance Fund	Annual Sediment Removal Fund	Annual Liability Insurance Fund	Annual Replacement Fund		
2007	\$ -	\$ -	\$ -	\$ -	\$ 4,500.00	\$ 4,500.00	\$ 4,500.00
2007	\$ 500.00	\$ 500.00	\$ 250.00	\$ 500.00	\$ 3,417.00	\$ 5,167.00	\$ 5,167.00
2008	\$ 515.00	\$ 515.00	\$ 257.50	\$ 515.00	\$ 3,417.00	\$ 5,219.50	\$ 5,219.50
2009	\$ 530.45	\$ 530.45	\$ 265.23	\$ 530.45	\$ 3,417.00	\$ 5,273.58	\$ 5,273.58
2010	\$ 546.36	\$ 546.36	\$ 273.18	\$ 546.36	\$ 3,417.00	\$ 5,329.27	\$ 5,329.27
2011	\$ 562.75	\$ 562.75	\$ 281.38	\$ 562.75	\$ 3,417.00	\$ 5,386.64	\$ 5,386.64
2012	\$ 579.64	\$ 579.64	\$ 289.82	\$ 579.64	\$ 1,683.00	\$ 3,711.73	\$ 3,711.73
2013	\$ 597.03	\$ 597.03	\$ 298.51	\$ 597.03	\$ 1,683.00	\$ 3,772.59	\$ 3,772.59
2014	\$ 614.94	\$ 614.94	\$ 307.47	\$ 614.94	\$ 1,683.00	\$ 3,835.28	\$ 3,835.28
2015	\$ 633.39	\$ 633.39	\$ 316.69	\$ 633.39	\$ 1,683.00	\$ 3,899.85	\$ 3,899.85
2016	\$ 652.39	\$ 652.39	\$ 326.19	\$ 652.39	\$ 1,683.00	\$ 3,966.35	\$ 3,966.35
Totals=	\$ 5,731.94	\$ 5,731.94	\$ 2,865.97	\$ 5,731.94	\$ 30,000.00	\$ 50,061.79	\$ 50,061.79

**Annual Inspections Fund:** Costs associated with a qualified registered Engineer, Surveyor, or Landscape Architect to provide an annual written inspections report of the stormwater control measures.

**Annual Maintenance Fund:** Costs associated with routine maintenance of the stormwater control measures to include, but not be limited to, written observation, repairs, sand replacement, leak repair, rodent control, and care for inlet and outlet.

**Annual Sediment Removal Fund:** Costs associated with removal and proper disposal of silts and sediments that have accumulated in the sediment chamber.

**Annual Liability Insurance Fund:** Costs associated with securing liability insurance for the stormwater control measures.

**Note:** All funds increase annually at an assumed inflationary rate of 3% per annum.











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**EXHIBIT E**  
**CERTIFICATION STATEMENT**

Certification Statement, Submit to City of Raleigh

I certify that the stormwater control measures and open space areas referenced in this document have been maintained in conformance with the approved Stormwater Operations and Maintenance Manual and Budget. This certification is made based on personal observation of the site and review of the maintenance records.

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

(seal)

Note:  
Must be signed, sealed and dated by a North Carolina Registered Professional Engineer,  
Registered Landscape Architect or Profession Land Surveyor.

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**EXHIBIT D**

**Schedule of payments**  
**(attached)**

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**6. ESTIMATED STORMWATER MANAGEMENT REPLACEMENT BUDGET**

April 24, 2007

Estimated Initial Construction Cost= \$ 30,000.00

Total Estimated Construction Cost = \$ 30,000.00

Period (year)	Annual Replacement Fund	
2007	\$ 4,500.00	Initial Contribution equal to 15% of Estimated Initial Construction Cost
2007	\$ 3,417.00	
2008	\$ 3,417.00	Years 1-5...Contribution is 2/3 of remaining balance
2009	\$ 3,417.00	
2010	\$ 3,417.00	
2011	\$ 3,417.00	
2012	\$ 1,683.00	
2013	\$ 1,683.00	Years 6/10...Contribution is remaining balance
2014	\$ 1,683.00	
2015	\$ 1,683.00	
2016	\$ 1,683.00	
Totals =	\$ 30,000.00	

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7. ESTIMATED STORMWATER MANAGEMENT MAINTENANCE BUDGET

April 24, 2007						
Period (year)	Annual Inspections Fund	Annual Maintenance Fund	Annual Sediment Removal Fund	Annual Liability Insurance Fund	Annual Replacement Fund	Total Funds
2007	\$ -	\$ -	\$ -	\$ -	\$ 4,500.00	\$ 4,500.00
2007	\$ 500.00	\$ 500.00	\$ 250.00	\$ 500.00	\$ 3,417.00	\$ 5,167.00
2008	\$ 515.00	\$ 515.00	\$ 257.50	\$ 515.00	\$ 3,417.00	\$ 5,219.50
2009	\$ 530.45	\$ 530.45	\$ 265.23	\$ 530.45	\$ 3,417.00	\$ 5,273.58
2010	\$ 546.36	\$ 546.36	\$ 273.18	\$ 546.36	\$ 3,417.00	\$ 5,329.27
2011	\$ 562.75	\$ 562.75	\$ 281.38	\$ 562.75	\$ 3,417.00	\$ 5,386.64
2012	\$ 579.64	\$ 579.64	\$ 289.82	\$ 579.64	\$ 1,683.00	\$ 3,711.73
2013	\$ 597.03	\$ 597.03	\$ 298.51	\$ 597.03	\$ 1,683.00	\$ 3,772.59
2014	\$ 614.94	\$ 614.94	\$ 307.47	\$ 614.94	\$ 1,683.00	\$ 3,835.28
2015	\$ 633.39	\$ 633.39	\$ 316.69	\$ 633.39	\$ 1,683.00	\$ 3,899.85
2016	\$ 652.39	\$ 652.39	\$ 326.19	\$ 652.39	\$ 1,683.00	\$ 3,966.35
Totals=	\$ 5,731.94	\$ 5,731.94	\$ 2,865.97	\$ 5,731.94	\$ 30,000.00	\$ 50,061.79

Annual Inspections Fund: Costs associated with a qualified registered Engineer, Surveyor, or Landscape Architect to provide an annual written inspections report of the stormwater control measures.

Annual Maintenance Fund: Costs associated with routine maintenance of the stormwater control measures to include, but not be limited to, written observation, repairs, sand replacement, leak repair, rodent control, and care for inlet and outlet.

Annual Sediment Removal Fund: Costs associated with removal and proper disposal of silts and sediments that have accumulated in the sediment chamber.

Annual Liability Insurance Fund: Costs associated with securing liability insurance for the stormwater control measures.

Note: All funds increase annually at an assumed inflationary rate of 3% per annum.

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5. ENGINEER'S OPINION OF CONSTRUCTION COST

April 24, 2007

as shown on plans prepared by Withers & Ravenel, Inc.

ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	COST
1.01	5' x 5' Inlet box, including anti-floatation	1	EA	\$ 4,500.00	\$ 4,500.00
1.02	24" Outlet Pipe	58	LF	\$ 60.00	\$ 3,480.00
1.03	DIP Drawdown Pipe Outlet	100	LF	\$ 30.00	\$ 3,000.00
1.04	Vegetation	1	EA	\$ 10,000.00	\$ 10,000.00
2.01	Bio-Retention Underdrain	1	EA	\$ 1,500.00	\$ 1,500.00
2.02	Bio-Retention Soil Media	155	CY	\$ 22.00	\$ 3,410.00
				SUB-TOTAL =	\$ 25,890.00
				USE =	\$ 30,000.00

Note: Basis of Opinion of Cost is the engineer's cost estimate

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**Yellow probate sheet is a vital part of your recorded document.  
Please retain with original document and submit for rerecording.**

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**Wake County Register of Deeds  
Laura M. Riddick  
Register of Deeds**

**This Customer Group**  
\_\_\_\_\_ # of Time Stamps Needed

**This Document**  
\_\_\_\_\_ New Time Stamp  
33 # of Pages