

BOOK: 017951 PAGE: 01244 - 01274

Instrument Prepared By: Suzanne B. Allaire., K&L Gates LLP
(utilizing form drafted by the City Attorney's Office for the City of Raleigh)

Brief Description for Index: Wykoff, Book of Maps 2020, Page 1005-1008

Parcel Identifier: 1708207421 and 1708300430

Mail After Recording To: Development Services Department
City of Raleigh
Attn: Legal Document Review
P. O. Box 590
Raleigh, N.C. 27602

**DECLARATION OF MAINTENANCE COVENANT AND GRANT OF PROTECTION
EASEMENTS FOR STORMWATER CONTROL FACILITIES**

Required by City of Raleigh Code of Ordinances. Part 10, Section 9.2.2.G.2

City of Raleigh Case or File Number: S-68-2018, SPR-0182-2019 and RCMP-0011-2020

Name of Development (as shown on recorded plat): Wykoff

Legal Name of Declarant: M/I Homes of Raleigh, LLC

Maintenance Covenant Number (For a Multi-Phase Development): 1

Name of Owner's Association Responsible for Maintenance of Stormwater Control Facilities within the Development (if applicable): Wykoff Owners Association, Inc.

Lot Number of Commercial Lot Owner Responsible for Maintenance of Stormwater Control Facilities (if applicable): N/A (as shown on map referenced in **Exhibit A**)

Submitted electronically by K&L Gates LLP in compliance with North Carolina statutes governing recordable documents and the terms of the submitter agreement with the Wake County Register of Deeds.

**DECLARATION OF MAINTENANCE COVENANT AND
PROTECTION EASEMENTS FOR STORMWATER CONTROL FACILITIES**

Required by City of Raleigh Code of Ordinances, Part 10, Section 9.2.2.G.2

This Declaration of Maintenance Covenant and Grant of Protection Easements for Stormwater Control Facilities (this "Maintenance Covenant") is established this 2nd day of July, 2020, by M/I Homes of Raleigh, LLC, the "Declarant" (as defined herein), who is the owner of certain real property located in Wake County, North Carolina, as described further in **Exhibit A** of this Maintenance Covenant (the "Property"), for the benefit of the Declarant, the Responsible Party (as defined herein), all successor Owners (as defined herein) of the Property, their successors, assigns, and heirs, and the City of Raleigh. (If the date above is blank, the effective date of this instrument shall be the date of its recordation in the county registry.)

RECITALS

WHEREAS, the City of Raleigh, under various state and federal laws, is required to regulate the maintenance of Stormwater Control Facilities (as defined herein) constructed to serve new development within the City's planning jurisdiction to ensure that, following initial construction, the Stormwater Control Facilities are operated, maintained, and, to the extent necessary, repaired in accordance with applicable state and federal law; and

WHEREAS, the City of Raleigh may be subject to substantial regulatory and financial penalties from the State of North Carolina and the federal government if the above-referenced rules and regulations are not applied to new development occurring within the planning jurisdiction of the City of Raleigh; and

WHEREAS, the City Council of the City of Raleigh has determined that, to maintain the City of Raleigh's compliance under applicable state and federal regulations, certain obligations are to be met by developers and subsequent owners of Stormwater Control Facilities constructed to benefit Owners of newly created Lots (as defined herein) in new developments; and

WHEREAS, Declarant, as Owner of the Property (which is part or all of the real property described in Book 17573, Page 1442, Wake County Registry), wishes to develop the Property in accordance with the rules, regulations, and laws of the City of Raleigh (including conditions of approval as shown in the aforesaid City of Raleigh Case Number) and the State of North Carolina; and

WHEREAS, Declarant intends to construct one or more Stormwater Control Facilities that will serve the Property and that will benefit more than one Lot within the Property (or any portion thereof), thus subjecting the Property to this Maintenance Covenant pursuant to the requirements of Section 9.2.2.G.2 of Part 10 of the City of Raleigh Code of Ordinances (hereinafter, Part 10 of the City of Raleigh Code of Ordinances is referred to as the "Unified Development Ordinance" or the "UDO").

WHEREAS, this Agreement has been procured in accordance with the requirements of N.C. General Statutes Chapter 143, Article 21, Part 1, N.C. General Statutes 160A-459, and Section 9.2.2.G.2 of the UDO.

NOW THEREFORE, in order to comply with the requirements of Section 9.2.2.G.2 of the UDO of the City of Raleigh, the Declarant hereby establishes this Maintenance Covenant in order to encumber, restrict, and obligate the Property and any successor Owners of the Property (or any portion thereof) to the terms, conditions, and obligations herein.

Article I

Definitions, Construction, and Amendment

1. Definitions. As used in this Maintenance Covenant, the following words and terms have the following definitions.

(a) "Association" is defined as the entity organized and operated under the laws of the State of North Carolina as the homeowners' or property owners' association for the Property (if applicable).

(b) "City" or "City of Raleigh" is defined as the City of Raleigh, North Carolina, a North Carolina municipal corporation.

(c) "City Approval" is defined as the written approval of the City of Raleigh, as given by the Director of Planning or their deputy on the applicable document or plat.

(d) "Code" is defined as the Raleigh City Code of Ordinances as it may be amended from time to time, and includes all duly adopted regulations, rules, directives, and policies of the City pursuant to or in furtherance of the Code.

(e) "Declarant" is defined as the Person identified as the Declarant hereinabove and its successors and assigns, and includes any Person who has the powers of a Declarant established in a Subsequent Document, and its successors, heirs, and assigns.

(f) "Development" is defined as the real property approved for development by the City under the City of Raleigh Case or File Number shown on the first page of this Maintenance Covenant. The Property may be part or all of the real property that constitutes the Development.

(g) "Governmental Authority" (or "Governmental Authorities") is defined as the City, the County (or Counties, if applicable) in which the Property is located, the State of North Carolina, the United States of America and all other governmental entities and quasi-governmental entities that have jurisdiction over the Property or any part thereof, and all applicable departments and agencies of any of them, whichever is/are applicable.

(h) "Lot" or "Parcel" is defined as any portion of the Property, together with any improvements thereon, which is shown upon any recorded plat of any part or all of the Property,

and which is not any of the following: dedicated street rights-of-way; or greenway, open space, or park lands owned in fee simple by the City.

(i) “Maintain”, “Maintenance”, “Maintaining”, or any similar term used herein is defined to include any one or more of the following, as the context requires: acquisition, purchase, construction, re-construction, installation, maintenance, inspection, examination, upkeep, cleaning, renewal, alteration, repair, replacement, repainting, remodeling, restoration, removal, improvement, administration, operation, use, planting, mowing, cutting, trimming, pruning, fertilizing, watering and preservation.

(j) “Maintenance Covenant” is defined as this document, together with all exhibits and amendments to this document.

(k) “Owner” is defined as the record Owner, whether one or more Persons, of fee simple title to any Lot, but excluding those having an interest in a Lot solely as security for the performance of an obligation or a tenant.

(l) “Person” is defined to include any natural person, corporation, business trust, estate, trust, partnership, limited liability company, association, joint venture, Governmental Authority (including the City), or other entity.

(m) “Parcel” is defined as “Lot”, above.

(n) “Property” (or “Properties”) is defined as all of the real property which is subject to any part or all of the terms of this Maintenance Covenant, as described in **Exhibit A**, attached hereto, as it may be amended, and incorporated herein by reference.

(o) “Registry” is defined as the office of the Register of Deeds (or any successor office under applicable law) for the North Carolina County or Counties in which deeds, plats, easements, mortgages and deeds of trust for the Property are recorded. All references herein to recording or to any requirement to record a document or plat refer to recording in the Registry of the County or Counties in which the applicable portion of the Property is situated.

(p) “Responsible Party” is defined as an Association or a commercial Lot Owner that is responsible for Maintenance of the Stormwater Control Facilities following transfer of such responsibility from the Declarant to the Association or commercial Lot Owner by deed or easement. Until such point that the title to the Stormwater Control Facilities is transferred, by deed or easement, to an Association of commercial Lot Owner, the Responsible Party shall be the Declarant.

(q) “Stormwater Control Facilities” is defined as one or more of the following devices and measures, together with associated private drainage easements utilized for conveying stormwater (however identified on a plat or in a document) that serves the Property and which are located outside of public street rights-of-way and drainage easements accepted into public use by the City, including, but not limited to, conduits, inlets, channels, pipes, level spreaders, ditches, grassed swales, sand filters, wet ponds, dry detention basins, wetlands, permanently

protected undisturbed open space areas (or similarly designated areas, such terms to be used interchangeably in this Maintenance Covenant), bio-retention areas, retention or detention ponds, and other devices and measures, necessary to collect, convey, store, and control stormwater runoff and pollutants for more than one (1) Lot in the Property.

(r) “Stormwater Operations Maintenance Manual and Budget” or “Stormwater Operations and Maintenance Manual and Budget” is defined as that manual; however named, approved by the City and attached to and incorporated into this Maintenance Covenant as Exhibit C that documents the requirements for the Maintenance of the Stormwater Control Facilities and the projected annual costs for such Maintenance.

(s) “Subsequent Document” is defined as any document, map, or plat affecting or encumbering the Property or any portion thereof that is recorded in the Registry after this Maintenance Covenant is recorded in the Registry.

2. Applicability. The Property, this Maintenance Covenant and all provisions of Subsequent Documents and other separately recorded instruments applicable to the Property (or any portion thereof) are subject to the ordinances, regulations, and rules of the City, and shall be construed in accordance with all of the applicable provisions of the Code, whether or not such Code provisions are specifically referenced in this Maintenance Covenant or in any Subsequent Document. It shall be the responsibility of the Responsible Party and each Owner of each portion of the Property to comply with all provisions of the Code applicable to such portion of the Property. No Subsequent Document may avoid, vary, negate, or waive the obligations and rights of the Declarant, any Owner, or the Responsible Party without amendment to this Maintenance Covenant (with City Approval, as provided in Article I, Section 4) to allow such avoidance, variation, negation, or waiver.

3. Conflicts.

(a) The provisions of the Code control over any inconsistent provisions of this Maintenance Covenant or any Subsequent Document.

(b) As applicable provisions of the Code are amended, modified, revised, deleted, or moved to different sections, this Maintenance Covenant is deemed to be revised so as to conform to the provisions of the Code as they may exist from time to time and are applicable to the Property or any part thereof.

(c) The provisions of this Maintenance Covenant shall control over any inconsistent provisions of any Subsequent Documents unless this Maintenance Covenant is amended, with City Approval as provided in Article I, Section 4 below, to allow subordination of this Maintenance Covenant to the Subsequent Document. To the extent that any Subsequent Document affecting the Property conflicts with the provisions of the Code or the General Statutes of the State of North Carolina, the conflicting provision shall be automatically cured to comply with the Code and the General Statutes of the State of North Carolina. To the extent that the requirements of the Code and the General Statutes of the State of North Carolina conflict, the more stringent provision shall prevail and apply.

(d) Notwithstanding any other provision of this Maintenance Covenant, any provision of this Maintenance Covenant or Subsequent Document that is more restrictive than an applicable provision of the Code is not an inconsistent provision of this Maintenance Covenant unless the Code specifically provides otherwise, and is not deemed revised to conform to the Code.

(e) To the extent that definitions or provisions in a Subsequent Document are different than the definitions or provisions utilized in this Maintenance Covenant yet bear a similar meaning, the provisions of this Maintenance Covenant shall apply as if the defined term or provision of this document was utilized. Specific exceptions to this provision may only be achieved through amendment to this Maintenance Covenant as provided in Article I, Section 4.

(f) If additional Maintenance Covenants are recorded for the Development, those additional Maintenance Covenants shall have the priority of this Maintenance Covenant with respect to Subsequent Documents.

(g) Allocation of assessment obligations among Owners in any Subsequent Document does not constitute a conflict with this Maintenance Covenant. Provided, however, the rights of the City in this Maintenance Covenant, including, without limitation, the rights of the City to enforce liens and collect monies from Owners and any Association, shall not be impaired or adversely affected by any such allocation of assessment obligations in any Subsequent Document.

4. Amendment of Maintenance Covenant.

(a) Amendments to this Maintenance Covenant are valid from the time of recording in the Registry. Any amendment of this Maintenance Covenant must have prior City Approval. Any amendment of this Maintenance Covenant that requires City Approval is void *ab initio* if recorded without the required City Approval. Any amendment to an exhibit attached and incorporated into this Maintenance Covenant will similarly require an amendment to this Maintenance Covenant.

(b) During the first ten (10) year period following the date of the recording of this Maintenance Covenant in the Registry, the Declarant may amend this Maintenance Covenant with City Approval and without the consent or joinder of any other Person, so long as Declarant owns any portion of the Property.

(c) If the amendment provisions of Section 4(b), above, are no longer applicable to the Property, this Maintenance Covenant may be amended with the consent of two-thirds (2/3) of the Owners of Lots within the Property and with City Approval.

Article II

Obligations of the Raleigh City Code for Stormwater Control Facilities and Maintenance

1. Construction of Stormwater Control Facilities. The Declarant shall be responsible for the construction of the Stormwater Control Facilities and the Declarant will be responsible for the Maintenance thereof in accordance with the Stormwater Operations and Maintenance Manual and Budget prior to conveying title of the Stormwater Control Facilities, their appurtenances, and vegetation to the Responsible Party by deed or easement. The Stormwater Control Facilities must be constructed in accordance with all applicable laws, ordinances, regulations, rules, and directives of Governmental Authorities, including, but not limited to, the Code, and the Stormwater Control Facilities must perform as designed

2. Maintenance of Stormwater Control Facilities. Following conveyance to the Responsible Party by the Declarant, Stormwater Control Facilities shall be Maintained by the Responsible Party in accordance with the Stormwater Operations and Maintenance Manual and Budget. At all times, the Stormwater Control Facilities must comply with all applicable laws, ordinances, regulations, rules, and directives of Governmental Authorities, including, but not limited to, the Code, and the Stormwater Control Facilities must perform as designed. The Stormwater Operations and Maintenance Manual and Budget must meet all applicable requirements of the Code.

3. Location of Stormwater Control Facilities. A description of the portions of the Property where the Stormwater Control Facilities are located, including all private drainage easements conveying stormwater over, under, across, through, and upon the Property to and from the Stormwater Control Facilities, is provided in **Exhibit B**, attached hereto and incorporated herein by reference.

4. Drainage Easement. The Declarant dedicates, establishes and declares to and for the benefit of each Lot within the Property (or any portion thereof):
 - (a) the perpetual, irrevocable and non-exclusive easement, right and privilege to discharge, transport, and store stormwater from any portion of the Property into, over, under, across, through and upon the Stormwater Control Facilities and private drainage easements as described in **Exhibit B**, and

 - (b) the perpetual, irrevocable and non-exclusive easement, right and privilege to use and Maintain Stormwater Control Facilities, including the right of access to and from the Stormwater Control Facilities, including private drainage easements and other portions of the Property as reasonably necessary to Maintain the Stormwater Control Facilities; and

5. Relocation of Drainage Easements.
 - (a) Private drainage easements situated on the Property may be relocated only by a written agreement signed by the Responsible Party that is responsible for Maintenance of the Stormwater Control Facilities associated with such private drainage easements and by the Owners of all portions of the Property on which the private drainage easement then is located,

and by the Owners of all portions of the Property on which the private drainage easement is to be relocated. The consent of tenants, mortgagees, and beneficiaries and trustees under deeds of trust with respect to the affected portions of the Property shall not be required for the relocation to be effective. All relocations of a private drainage easement shall be accompanied with a letter sealed by a professional engineer licensed in the State of North Carolina stating that the relocated private drainage easement will not cause any adverse stormwater runoff unto the benefitted and/or adjoining properties.

(b) Notwithstanding anything herein to the contrary, no relocation of any private drainage easement shall be valid without prior City Approval. Any relocation without the required City Approval is void *ab initio*.

(c) Relocation of a private drainage easement is valid from the later of the time of either recording of the plat or other instrument of relocation in the Registry or such later date specified therein.

6. Stormwater Control Facilities Maintained by an Association.

(a) If an Association is responsible for the Maintenance of the Stormwater Control Facilities, then membership in the Association shall be mandatory for each Parcel served by the Stormwater Control Facilities and any successor Owner of the Parcel with membership being appurtenant to the Lot and running with ownership of the Lot. The Association shall have the power to levy assessments for the costs and expenses of Maintaining the Stormwater Control Facilities. All assessments required by this section that are levied against a Lot that remain unpaid shall become a lien on that Lot. (Calculation of the assessment charge shall be set forth in a subsequent recorded document.)

(b) Any Association that is the Responsible Party for the Maintenance of Stormwater Control Facilities shall be established in accordance with Chapters 47C or 47F of the North Carolina General Statutes (or successor statutes) and the Association declaration shall conform to this Maintenance Covenant and to Section 9.2.2.G.2 of the UDO (or its successor provision). Compliance with these terms shall be through Subsequent Documents executed and recorded by the Owners of the Property at a later date.

(c) If an Association is responsible for Maintaining the Stormwater Control Facilities, the costs and expenses of Maintaining any Stormwater Control Facilities (including any costs of complying with the terms of this Maintenance Covenant) shall be common expenses of the Association and shall include, without limitation, all costs for insurance premiums associated with the Stormwater Control Facilities and any other costs listed in the operations and maintenance budget established in the Stormwater Operations and Maintenance Manual and Budget.

7. Stormwater Control Facilities Maintained by a Commercial Lot Owner.

(a) If a commercial Lot Owner is responsible for Maintenance of the Stormwater Control Facilities, said Owner is responsible for making all repairs and replacements of the Stormwater

Control Facilities in accordance with the construction drawings approved by the City and the Stormwater Operations and Maintenance Manual and Budget.

(b) Each Parcel served by the Stormwater Control Facility and any successive Owner of any Parcel shall be subject to an assessment charge levied by the designated responsible commercial Lot Owner. The assessment charge shall include, without limitation, the actual costs for Maintaining the Stormwater Control Facility, all costs for insurance premiums associated with the Stormwater Control Facility, and other costs listed in the Stormwater Operations and Maintenance Manual and Budget. Calculation of the assessment charge shall be set forth in a subsequent recorded document. Any assessment charge levied against a Lot and remaining unpaid for a period of thirty (30) days or longer after the payment due date shall be delinquent and shall constitute a default of this Maintenance Covenant entitling the Lot Owner responsible for Maintenance of the Stormwater Control Facilities to bring an action at law against the defaulting party plus interest charges, together with all costs and expenses of collection incurred, such as without limitation, court costs and reasonable attorney fees actually incurred. Each Parcel Owner served by the Stormwater Control Facility shall have the right to Maintain, repair, and replace the Stormwater Control Facility if after forty-five (45) days written notice the commercial Lot Owner responsible for Maintenance, repair, and replacement fails to faithfully discharge its responsibility. The Parcel Owner doing the work shall have the same right as the designated commercial Lot Owner has to assess the other Lots served by the Stormwater Control Facility.

(c) At any time the commercial Lot Owner responsible for the Maintenance of Stormwater Control Facilities may assign its responsibilities and rights to a property owners association established in accordance with Chapters 47C or 47F of the North Carolina General Statutes or successor statutes, in which instance the Owners of the Parcels served by the Stormwater Control Facilities shall be members of the created property owners association.

8. Insurance. As part of the routine costs and expenses of Maintaining the Stormwater Control Facilities, the Responsible Party must procure and maintain liability insurance in an amount no less than \$1,000,000.00 for the protection of the Stormwater Control Facilities.

9. Penalties Associated with Failure to Maintain Stormwater Control Facilities. Operation and Maintenance of the Stormwater Control Facilities must comply with all relevant provisions of the Code. Failure to Maintain the Stormwater Control Facilities in accordance with the Stormwater Operations and Maintenance Manual and Budget and any applicable regulation of a Governmental Authority is a violation of the Code and may subject each Lot Owner and the Responsible Party to significant daily civil penalties and other enforcement actions by the City of Raleigh and/or other Governmental Authorities, including assessments.

10. Joint and Several Liability. Each Owner shall be jointly and severally responsible for Maintenance of the Stormwater Control Facilities, including payment of any unpaid *ad valorem* taxes, public assessments for improvements, and unsafe building and public nuisance abatement liens charged against the Stormwater Control Facilities and Lots benefited by those Stormwater Control Facilities, and including all interest charges thereon, together with the costs and expenses of collection incurred by themselves (or other collecting agent), including court costs

and reasonable attorney's fees actually incurred. Each Owner has a right of contribution against all other Owners whose portions of the Property are served by the same Stormwater Control Facilities for payment of such costs and expenses to the extent that the Owner having such right of contribution pays more than such Owner's pro rata share thereof, such pro rata share being determined either by other assessment provisions for Maintenance of Stormwater Control Facilities established in Subsequent Documents or by dividing the acreage of such Owner's portion of the Property served by the Stormwater Control Facilities by the total acreage of the portion of the Property served by the same Stormwater Control Facilities when no maintenance assessments apply to the Property.

11. Permanently Protected Undisturbed Open Space Areas. Within any permanently protected undisturbed open space areas (and similarly designated areas) shown on any recorded plat of any portion of the Property, there must not be any land disturbing activity, any placement of impervious surfaces, any tree disturbing activity (as defined in the Code), any removal of vegetation, any new development or expansion thereof, or new use, construction, or encroachment without first obtaining a watercourse buffer permit from the City.

Article III

Rights Granted to City of Raleigh

1. Action for Specific Performance. Recognizing the consequences to the City of Raleigh of non-compliance with the obligations of this Maintenance Covenant, Declarant hereby grants the City of Raleigh the right to seek, in any court of appropriate jurisdiction, judicial action for specific performance of any of the obligations established within this Maintenance Covenant. This right of the City shall not limit any other remedies or enforcement options available to the City under this Maintenance Covenant, the Code, or any other applicable law, including later adopted ordinances or statutes that may supplement or supersede the requirements stated herein.

2. Grant of Easements.

(a) Declarant hereby dedicates and Grants unto the City a permanent, non-exclusive and irrevocable easement over the Lots, Stormwater Control Facilities, and private drainage easements for the purpose of permitting City inspection and, if deemed necessary, as determined by the City, in its sole discretion, for Maintenance and other work on the Stormwater Control Facilities (the "Protection Easement").

(b) Declarant hereby dedicates and grants to the City a permanent, irrevocable, and non-exclusive right of ingress, egress, and regress over and across all public or private easements on the Property, including, but not limited to, private roads, for Maintenance and other work on the Stormwater Control Facilities (the "Access Easement"). The rights granted to the City in this subsection shall extend to employees, agents, and contractors of the City.

3. Use of Protection and Access Easements. The City, its officers, employees, contractors and agents may access the Property and enter the Stormwater Control Facilities for purposes of exercising the City's rights hereunder. This Maintenance Covenant shall in no way obligate the

City to monitor and Maintain the Stormwater Control Facilities, 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 Facilities. Further, this Maintenance Covenant shall in no way diminish, limit, or restrict the right of the City to enforce any of its ordinances as permitted by law or to exercise any rights or powers granted to it.

4. City Right to Maintain and Repair Stormwater Control Facilities and Right of Reimbursement.

(a) If Stormwater Control Facilities serving any portion of the Property are not performing adequately or as intended or are not properly maintained or replaced, the City, in its sole discretion, may, after providing written notice to the Lot Owners and the Responsible Party, enter the Property and perform Maintenance of the Stormwater Control Facilities as is necessary to remedy the situation.

(b) The City shall be fully reimbursed for its costs of inspecting, monitoring, designing, constructing, repairing, reconstructing, replacing, and installing the Stormwater Control Facility or Stormwater Control Facilities. Such costs shall include the costs of administration, overhead, contracting, and public advertising associated with the work performed by the City pursuant to this Article.

(c) In addition to any other rights the City has to be reimbursed for its costs, the City may levy an assessment against each Lot served by the noncompliant Stormwater Control Facility. No assessment will be levied by the City without prior notice to the affected Lot Owners. Any unpaid assessment levied by the City shall be, as allowed by law, a lien against any delinquent Lot.

5. City Right to Private Assessments.

In addition to all other remedies set forth in this Maintenance Covenant, the Declarant assigns to the City any powers or rights of assessment that presently exist or that may be created (including those created through a Subsequent Document) for purposes of funding common expenses for services benefitting the Lots (including those of an Association and including any assessments for Maintenance of Stormwater Control Facilities). The Declarant also appoints the City as attorney-in-fact for the express purpose of assessing and pursuing the collection of unpaid costs incurred by the City in its Maintenance of any Stormwater Control Facility serving any of the Lots.

The City shall not exercise the assignment and appointment herein until all of the following occur:

(a) The City has not been fully reimbursed for any costs associated with Maintenance performed by the City (or its contractors) to any Stormwater Control Facility serving any portion of the Property.

(b) The City has provided the Responsible Party written notice requesting full payment and full reimbursement has not been made to the City within thirty (30) days of this notice.

(c) At least sixty (60) days prior written notice of the assignment of assessment rights is provided to the Responsible Party (and the members of the Association if an Association is the Responsible Party).

The Declarant further assigns to the City the right to compel the Responsible Party to ratify such assignment of assessment rights and appointment as are made in this section at a later date and to, if deemed necessary at the City's sole discretion, make a similar assignment in the future prior to the City commencing any Maintenance on any Stormwater Control Facility.

6. Provision of Membership Roster. If an Association is the Responsible Party, the Association shall, upon demand by the City, provide the City with a list of all members of the Association and the mailing address for each member that that the Association utilizes to communicate with its membership. This list must be provided within thirty (30) days of the City's demand.

7. No Public Adoption.

(a) The City's exercise of its rights under this Maintenance Covenant, or its abatement of a public nuisance, or its repair of unsafe structures does not constitute adoption of any Stormwater Control Facility by the City. The legal authority of the City is not intended to impede or prohibit the Responsible Party or any Lot Owners from taking all necessary actions to Maintain the Stormwater Control Facilities so that they function safely and perform the function for which they were created.

(b) The City is not obligated to monitor or Maintain any Stormwater Control Facility and the City shall not be liable to any person or entity for the condition or operation of any Stormwater Control Facilities.

Article IV Subordination

1. Subordination.

(To protect the interests of the City of Raleigh and the public at large, any existing deeds of trust, mortgages, or liens encumbering the Property, other than property tax liens for the current tax year or governmental improvement assessment liens, must be subordinated to this Maintenance Covenant. If no such encumbrances exist, the following representation must be checked by the Declarant. Otherwise, such encumbrances must be listed and the Maintenance Covenant must be executed by the beneficiary and trustee (if trustee execution is necessary per the terms of the security instrument), mortgagee, or lien holder to evidence such subordination.)

☒ DECLARANT REPRESENTS THAT NO SUPERIOR DEEDS OF TRUST, MORTGAGES, OR LIENS (OTHER THAN PROPERTY TAX LIENS FOR THE

CURRENT TAX YEAR OR GOVERNMENTAL IMPROVEMENT ASSESSMENT LIENS) ENCUMBER OR AFFECT THE PROPERTY AT THE TIME OF THE EXECUTION AND RECORDING OF THIS MAINTENANCE COVENANT, OR THAT IF ANY OF THE FOREGOING EXIST AND ARE NOT BEING SUBORDINATED BY THE DEED OF TRUST BENEFICIARY AND TRUSTEE, MORTGAGEE, OR LIEN HOLDER BY EXECUTION OF THIS MAINTENANCE COVENANT, DECLARANT HAS AN OWNER'S POLICY OF TITLE INSURANCE THAT EITHER INSURES THE PROPERTY WITHOUT EXCEPTION FOR SUCH ENCUMBRANCE OR THAT PROVIDES AFFIRMATIVE COVERAGE WITH RESPECT TO SUCH ENCUMBRANCE AND, IN SUCH EVENT, A COPY OF SUCH TITLE INSURANCE POLICY HAS BEEN GIVEN TO THE CITY.

(If the box above is not checked, the subordination section on the signature pages must be completed and signed by the appropriate parties.)

Article V Miscellaneous

1. Notice. Written notice as required hereunder shall be provided to the City of Raleigh at P. O. Box 590, Raleigh, N.C. 27602, Attention: Stormwater Program Manager and to the Declarant at 1511 Sunday Drive, Suite 100, Raleigh, Wake County, North Carolina 27607. Once the Declarant transfers, by deed or easement, responsibility for Maintenance of the Stormwater Control Facilities to the Responsible Party, the address for notice to the Responsible Party shall be provided to the City in writing, directed to the address listed above. The City may elect to notify the Responsible Party at either (i) the mailing address for the Responsible Party provided to the Wake County Tax Assessor; or (ii) the registered agent of the Responsible Party on file with the Corporations Division of the Secretary of State's Office, either of which shall be deemed to comply with any notice requirements of this Maintenance Covenant. Where notice must be provided to individual Lot Owners (as members of an Association), such notice shall be sent to the Owner of that Lot as shown on the county tax listing first class mail. Written notice shall be deemed received four (4) days following its deposit, first class mail, with the United States postal system. All mailings required by this Article shall be sent via the United States Postal Service.

2. Term. This Maintenance Covenant shall continue as a servitude running in perpetuity with the Property.

3. Severability. If any provision of this Maintenance Covenant shall be deemed invalid by a judgment, order, or decree of any court of competent jurisdiction, such invalidity shall not affect any of the remaining provisions of this Maintenance Covenant.

4. No Merger. The rights, privileges and easements in this Maintenance Covenant shall not merge by operation of law or terminate but shall remain in full force and effect despite the fact that the same Owner may own title to all the real properties which are affected by this Maintenance Covenant.

5. No Waiver. The failure of any Owner, an Association, a Responsible Party, or the City in any one or more instances to insist upon compliance with any provision or covenant herein or to exercise any right or privilege herein shall not constitute or be construed as a waiver of such or any similar provision, covenant, right or privilege including the right to cure a breach or default, but the same shall continue and remain in full force and effect, as if no such forbearance had occurred.

Article VI

Execution

TO HAVE AND TO HOLD the covenants agreed to and the terms, conditions, obligations and restrictions imposed herein shall be binding upon the Declarant, its successors and assigns, and shall continue as a servitude running with the land in perpetuity. Declarant covenants that it is vested of the Property in fee simple, has the right to convey the same in fee simple, that the Property is free from encumbrances except as herein stated or subordinated herein, and Declarant will warrant and defend such title to the same against claims of all persons whatsoever. Title to the Property is subject to the following: all utility rights of way and easements recorded in the Registry; plats of any part or all of the Property recorded in the Registry; and restrictive covenants affecting any part or all of the Property that were recorded in the Registry prior to the recording of the deed to the Declarant that conveyed the Property to the Declarant.

Declarant acknowledges that the City of Raleigh is acting in reliance on Declarant's authority to enter into this Maintenance Covenant and the terms, conditions, obligations, and restrictions imposed herein in its authorization to subdivide the Property and in the issuance of any permits or development approvals associated with any construction of improvements on the Property and that the City of Raleigh may suffer irreparable harm from the violation of the covenants, restrictions, and obligations established herein.

[The signature pages follow this page.]

[Declarant Signature Page]

IN WITNESS WHEREOF, Declarant hereby executes this Maintenance Covenant under seal as of the day and year first above written.

DECLARANT:

M/I Homes of Raleigh, LLC

By: X [Signature] (SEAL)
 Name: Ryan Shears
 Its: Area President (Title)

NORTH CAROLINA

WAKE COUNTY

DECLARANT
ACKNOWLEDGMENT

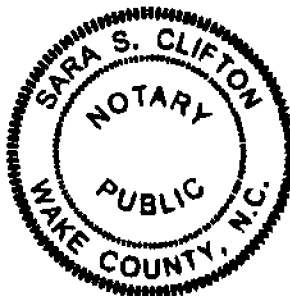
I certify that the following person personally appeared before me this day and acknowledged to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: Ryan Shears
 (Print name of signatory in blank)

Date: May 26, 2020

My Commission Expires:

January 10, 2025

[Affix Notary Stamp or Seal]



[Signature]
 Notary Public
 Print Name: Sara S. Clifton

[The next page is the subordination signature page.]

[Subordination Signature Page]

N/A, as Trustee, and N/A, as Beneficiary, under that certain Deed of Trust recorded in Book N/A, Page N/A N/A County Registry, North Carolina, join in this Maintenance Covenant for the sole purpose of expressing their consent hereto and of binding, subjecting and subordinating said Deed of Trust and their interest in the Property to the terms, covenants and conditions of this Agreement.

TRUSTEE:

N/A

By: _____ (SEAL)

Name: _____

Its: _____ (Title)

BENEFICIARY:

N/A

By: _____ (SEAL)

Name: _____

Its: _____ (Title)

[Notary acknowledgments for the Trustee and Beneficiary follow this page.]

NORTH CAROLINA

WAKE COUNTY

TRUSTEE
ACKNOWLEDGMENT

I certify that the following person personally appeared before me this day and acknowledged to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: _____

(Print name of signatory in blank)

Date: _____

My Commission Expires: _____

Notary Public

Print Name: _____

[Affix Notary Stamp or Seal]

NORTH CAROLINA

WAKE COUNTY

BENEFICIARY
ACKNOWLEDGMENT

I certify that the following person personally appeared before me this day and acknowledged to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: _____

(Print name of signatory in blank)

Date: _____

My Commission Expires: _____

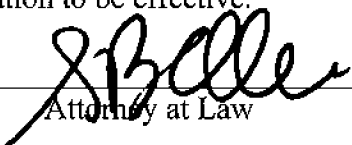
Notary Public

Print Name: _____

[Affix Notary Stamp or Seal]

Attorney Certification:

I, Suzanne B. Allaire, an attorney licensed to practice law in the State of North Carolina, certify to the City of Raleigh that this Maintenance Covenant has been prepared in accordance with the instructions provided by the City of Raleigh, that I am familiar with the requirements of Section 9.2.2.G.2 of the UDO, and have prepared this instrument in accordance with the requirements of Section 9.2.2.G.2 of the UDO. If a deed of trust is being subordinated to this Maintenance Covenant and the signature of the trustee is not provided, I hereby certify that I have reviewed that deed of trust and verify that the terms of the deed of trust do not require trustee consent or signature for the subordination to be effective.



Attorney at Law

NC Bar #: 36587

Exhibit A
Description of Property

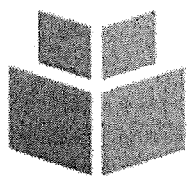
All Lots as shown on the subdivision plat recorded in Book of Maps 2020, Page ~~1008~~¹⁰⁰⁵, Wake County Registry.

Exhibit B
Description of Stormwater Control Facilities
and Drainage Easements

All areas shown and labeled as “Private Drainage Easements”, “Stormwater Control Facility”, or “Stormwater Control Measure” (or equivalent terms) on the subdivision plat recorded in Book of Maps 2020, Page $\frac{1005}{1008}$, Wake County Registry.

Exhibit C
Stormwater Operations and Maintenance Manual and Budget

[The Stormwater Operations and Maintenance Manual and Budget follows this page.]



WithersRavenel

Our People. Your Success.

SCM OPERATION & MAINTENANCE PLAN

Wykoff (Formerly Lead Mine Towns) Raleigh, NC

Prepared For:

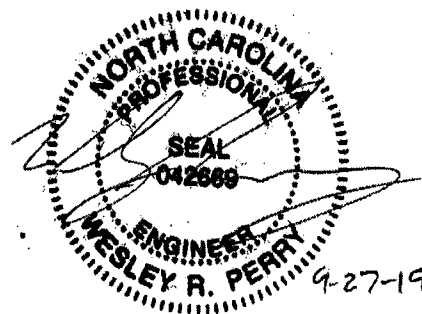
M/I Homes
1511 Sunday Drive, Suite 100
Raleigh, NC 27607
(919) 410-0926
ATTN: Martin Fuchs

Prepared By:

WithersRavenel
115 MacKenan Drive
Cary, NC 27511
919.469.3340
License No. C-0832

September 2019

WR No. 02170882.10



Wesley R. Perry, PE

Katherine E. Knight

STORMWATER OPERATIONS AND MAINTENANCE MANUAL AND BUDGET WYKOFF STORMWATER CONSTRUCTED WET POND

I. INTRODUCTION

This manual establishes procedures for maintenance and operation of the Stormwater Management devices labeled SCM #1 within the Wykoff development, in accordance with the City of Raleigh guidelines as set forth in Section 10-9025(b) of the Maintenance Manual and Budget of the city ordinance. The primary stormwater management structure is a stormwater constructed wet pond for flow control only. The SCM will accept runoff from the built-out area from both onsite and offsite areas.

The proposed development is located on a parcel at the northeast corner of the intersection of Old Lead Mine Road and Monument Lane. The site primarily drains to SCM #1 and the southeastern boundary of the property where it is ditched to an existing culvert under Monument Lane. All proposed storm drainage outfalls empty into the proposed SCM #1. The site is located in the Neuse River watershed. SCM #1 is located in the eastern side of the site and drains to an existing culvert.

The drainage area to SCM #1 is approximately 52.68 acres, 8.88 acres of which are onsite. The maximum storage volume for the constructed wet pond area (volume between the normal water surface elevation of the wet pond and the top of the dam) is approximately 416,564 cubic feet. The normal water surface level in the wet pond is 422.00'. The surface area of the stormwater wet pond at the normal water surface level is 45,042 square feet. The main basin has an original average depth of +/-3 feet with the bottom at +/-417.00 feet. The top of the dam is at 429.00 feet.

The maximum temporary pool depth of the stormwater wet pond (100-year design storm event) is 5.85 feet from the normal water surface. The outlet structure is a 7' x 7' concrete box riser, with a 60-inch RCP outlet barrel that discharges to a draw and existing 60" culvert under Monument Lane.

More detailed SCM #1 design information can be obtained from the construction drawings entitled "Wykoff (Formerly Lead Mine Towns)", prepared by WithersRavenel on _____ and approved by City of Raleigh stormwater division on _____

II. MAINTENANCE OF CONSTRUCTED WET POND AREAS

Vegetation - The wet pond will have a ground cover of fescue grass outside of the ponding area, which if properly maintained will prevent erosion of the embankment and provide an easy surface for inspection. The grass will be most difficult to maintain in the area subject to water level fluctuation, and has been planted above the inundated areas. Grass should be fertilized and reseeded (as needed) every October and April.

Re-Seeding - Periodic re-seeding may be required to establish grass on areas where seed did not take or have been destroyed. Before seeding, fertilizer (12-12-12) should be applied at a minimum rate of 12 to 15 pounds per 1,000 SF. The seed should be evenly sown at a rate of three pounds per 1,000 SF. The seed should be covered with soil to the depth of approximately $\frac{1}{4}$ ". Immediately following the planting, the area should be mulched with straw.

Shrubs - Shrubs and other landscape vegetation should be permitted only as shown on the approved planting plan. The vegetation should be kept healthy and vibrant. If a shrub dies it should be removed and replaced with another shrub from the same species (see attached maintenance schedule).

Mowing - Grass mowing, brush cutting and removal of weed vegetation will be necessary for the proper maintenance of the areas. All area slopes and vegetation should be mowed when the grass exceeds 8" in height. Acceptable methods include the use of weed whips or power brush cutters and mowers.

Erosion - Erosion occurs when the water concentrates causing failure of the vegetation or when vegetation dies and sets up the environment for rill erosion and eventually gullies from the stormwater runoff. The areas should be evaluated semi-annually and after every rainfall event of one inch or more over a 24-hour period. Proper care of vegetative areas that develop erosion is required to prevent more serious damage to the site. Rills and gullies should be filled with suitable soil compacted and then seeded. Methods described earlier on vegetation should be used to properly establish the grass surface. Where eroded areas are detected, the cause of the erosion should be addressed to prevent a continued maintenance problem. Frequently, problems result from the concentration of runoff to one point of the constructed wet pond area instead of a uniform distribution of runoff. This can be corrected by reshaping, to more evenly distribute the runoff to areas not experiencing erosion problems.

Abutment Areas - The abutment is the line formed where the embankment fill comes into contact with the existing slope. Runoff from rainfall concentrates in these gutter areas and can reach erosive velocities because of the steep slopes. If a normal stand of grass cannot be maintained on the abutments, additional measures may be needed such as jute matting to provide for the establishment of a good ground cover.

Upstream Embankment Slope - Erosion problems can develop on the upstream face of the dam due to the fluctuation of water level in the wet pond. This is a result of a combination of wave actions and ground saturation, which occurs from the elevated water levels. The erosion generally occurs as the water level falls and the saturated ground becomes subjected to the wave action. If erosion becomes a problem, it may necessitate the installation of a stone armoring along the zone subject to fluctuating water level. This would consist of 18" of NCDOT Class B stone for erosion control underlain with Mirifi 140 geotextile fabric. It should be centered at the point of the erosion problem and covering an area 2' above and below the approximate center of the eroded area.

Seepage

Detection - Seepage may vary in appearance from a soft wet area to a flowing spring. It may show up first as an area where the vegetation is lusher and darker green. Cattails, reeds, mosses and other marsh vegetation often become established in a seepage area. The downstream abutment areas where the embankment fill and natural ground interface are very common locations for seepage. Also, the contact between the embankment and the spillway conduit is a very common location for seepage. This is generally attributed to poor compaction around the conduit. This is generally most evident on the underside of the conduit. Slides may result from super saturated embankment slopes. The natural foundation area immediately downstream of the dam abutment should also be inspected to ensure that "piping" is not occurring underneath the embankment. "Piping" may appear as a "boil" evident as a spring carries soil. The soil usually deposits around the boil area. Seepage can also occur in the spillway conduit through cracks in the pipe or improperly sealed joints. This type of seepage is best detected when the water level is high. If seepage is occurring around the conduit the upstream face of the embankment along the line of the conduit itself may have signs of piping.

Cracks, Slides, Sloughing, and Settlement

Cracks - The entire embankment should be inspected for cracks every three months and following any rain event greater than one inch over a twenty-four-hour period or less. Short, isolated cracks

are usually not significant, but larger, well defined cracks (wider than 1/4") indicate a serious problem. There are two types of cracks: transverse and longitudinal.

Transverse cracks appear crossing the embankment and indicated difference of settlement within the embankment. These cracks provide avenues for seepage and piping could develop.

Longitudinal cracks run parallel to the embankment and may signal the early stages of a slide. In recently built structures, these cracks may be indicative of poor compaction or poor foundation preparation resulting in consolidation after construction.

Slides - Slides and slumps are serious threats to the safety of an embankment. Slides can be detected easily unless obscured by vegetation. Arch shaped cracks are indications that slides are slipping or beginning to slip. These cracks soon develop into large scarps in the slope at the top of the slide.

Settlement - Settlement occurs both during construction and after the embankment has been completed and placed into service.

If any of the above items are detected there may be signs of significant problems, which could lead, to the failure of the structure. A geotechnical or civil engineer should be consulted regarding the origin of these problems and for the assessment of the appropriate solutions for correcting them. If the professional is not immediately able to inspect the dam, then the bottom drain should be opened and the water level lowered to alleviate or eliminate the risk of failure."

Rodent Control - Generally rodents such as groundhogs, muskrats and moles are attracted to moist, wet areas and can be quite dangerous to structural integrity and proper performance of the earthwork and drainage. Groundhogs and muskrats thrive on burrowing into the manmade earthwork, which become pathways for seepage. In the event that burrows are detected within the constructed wet pond area, the rodents should be dealt with by removal.

Trash and Debris - Trash acts as a barrier to stormwater infiltration and attracts unwanted pests. The constructed wet pond area should be kept clear of debris such as loose bottles, cans, food containers and other forms of rubbish. The area should be cleared of debris as needed, but no less than twice a year. Trash shall also be removed following a rain event of one inch or more over a period of twenty-four hours or less.

III. OPERATION OF CONSTRUCTED WET POND

Drainpipes - Drainpipes should always be operable so that the water can be drawn down in the event of severe rain or for repairs or maintenance.

Record Keeping - Operation of constructed wet pond area should include recording of the following:

Annual Inspection Report - The owner/association shall keep a collection of written inspection reports prepared using the forms within this manual. In accordance with Part 10 Chapter 9 of the Raleigh City Code, an annual inspection should be conducted by a North Carolina licensed professional engineer, surveyor or landscape architect, all qualified in this area of expertise on the date the as-built of the constructed wet pond was first certified under section 10-9025 (c) of the Raleigh City Code. Copies of this inspection report, including a certification statement by the professional inspector, shall be provided to the City of Raleigh Stormwater Management Division of the Public Works Department. Any deficiencies identified in the inspection report shall be corrected within thirty days.

Observations - All observations should be recorded. Where periodic inspections are performed following a rainfall greater than one inch over a period of twenty-four hours or less, these inspections should be logged into the Periodic Inspection, Operations and Maintenance Form of this manual. The completed Periodic Inspection, Operation & Maintenance form shall be kept on record by the Owner/Association.

Maintenance - Written records of maintenance and/or repairs should be recorded on the Checklist and Periodic Inspection, Operation and Maintenance Form of this manual. The completed Checklist and completed Periodic Inspection, Operation & Maintenance form shall be kept on record by the Owner/Association.

Other Operational Procedures - The owner/Association shall maintain a complete and up-to-date set of plans (as-built drawings) and all changes made to the constructed wet pond area over time should be recorded on the as-builts. Any and all changes shall first be approved in writing by the City of Raleigh.

Sedimentation and Dredging - Sedimentation from on-site and off-site soils will eventually result in the clogging of drainage conduits and will have to be removed. The frequency of this sediment removal can be reduced by ensuring that the site areas around the building be stabilized with a vegetative ground cover such that it restrains erosion. This would include application of fertilizer in October and April and/or other treatment necessary to promote a stable ground cover and minimize sedimentation to the constructed wet pond. The pond will need to be excavated when the depth of the pond has been reduced to less than 3.5'. The removed material should be hauled offsite to a suitable landfill site or mounded somewhere on site away from ponds, streams and stormwater control measures and stabilized with a ground cover sufficient to restrain erosion.

Wet Pond Plants - The surface waters of the wet pond should be inspected semi-annually. Invasive species such as cattails should be removed immediately. Other invasive species can cover the entire surface water of the wet pond. When 30% or more of the main pool is covered by invasive vegetation, a qualified landscape professional should be consulted for plant removal. The wet pond vegetation should be evaluated regularly during the first year.

IV. MAINTENANCE OF SPILLWAYS AND CONTROL STRUCTURES

Inspection of Conduits - Conduits should be inspected thoroughly once a year. Conduits should be visually inspected at the joints. Pipes should be inspected for proper alignment (sagging), elongation and displacement at joints, cracks, leaks, surface wear, loss of protective coating, corrosion and blocking. Problems with conduits most often occur at joints and special attention should be given to them during inspection. Joints should be checked for gaps caused by elongation or settlement and loss of joint filler material. Open joints can permit erosion of the earthwork and possibly the piping of soil material through the joints. A depression in the soil surface over the pipe may be signs that soil is being removed from around the pipe. Seepage may vary in appearance from a soft, wet area to a flowing spring. It may show up first in an area where the vegetation is lusher and darker green.

Trash Racks on Spillways - Any intake structure should be fitted with a trash rack to prevent debris from entering the spillway structure. If most of the runoff entering the wet pond comes in through grated inlets, which have essentially provided filtration of the runoff and therefore should limit the size of the debris that enters the basin to floating debris which will most likely pass through the trash rack. The opening between the trash rack and riser is to be smaller than the opening of the outlet pipe. Therefore, any debris, which passes through the trash rack, should be easily passed by the pipe outlet.

Maintenance should include semi-annually checking the rack for rusted or broken sections and repairing the trash rack as needed. The trash rack should be checked at least every six months and

after every rainfall event of one inch or more over a 24-hour period or less to ensure that the trash rack is properly functioning and to remove accumulated debris.

V. ACCESS OF BMPS

Access to the wet pond is by the sanitary sewer easement off of Monument Lane on the eastern side of the site. Access to the dam toe and water surface is available along this easement.

VI. COSTS AND OPERATING LIFE

Assuming regular maintenance and upkeep, the stormwater constructed wet pond is expected to function according to plan for 30 years without major repairs or wholesale replacement.

The estimated annual replacement cost for the stormwater constructed wet pond is \$9,750. See section XI of this manual for an estimate of construction costs from which this replacement cost was derived.

Based on 24% of the estimated construction cost (see section XI), the required contribution to the Stormwater Facility Replacement Fund is \$35,534.40.

VII. MAINTENANCE, OPERATION AND MAINTENANCE CHECKLISTS

- I. Monthly or after every runoff producing rainfall, whichever comes first:**
 - a. Remove debris from trash racks
 - b. Check and clear orifice of any obstructions.
 - c. Check wet pond side slopes; remove trash, repair eroded areas before next rainfall.
 - d. Ensure that water level has returned to normal 120 hours after last rainfall. If not, emergency gate valve should be used to return water surface level to normal level and drawdown device should be inspected and repaired as needed.
 - e. Inspect the collection systems (i.e., catch basin, piping, grassed swales) for proper functioning. Clear accumulated trash from basin grates, and basin bottoms, and check piping for obstructions.
- II. Quarterly**
 - a. Check outlet structure for cracks. Repair any broken pipes.
 - b. Replace riprap that is choked with sediment.
- III. Semi-Annually**
 - a. Remove accumulated sediment from bottom of outlet structure.
 - b. Re-seed (as needed) and fertilize grass embankments.
 - c. Check surface waters plant level. Remove excess plants if covering more than 30% of deep pool areas.
 - d. Check for invasive plant species.
- IV. Annually**
 - a. Complete annual maintenance and inspection reporting requirements.
- V. General**
 - a. Mow side slopes according to the season. Maximum grass height to be six (6) inches.
 - b. Wet pond planting densities in the marsh areas should be maintained by replanting bare areas as needed. Wet pond plants should be encouraged to grow in the marsh areas.
 - c. All components of impoundment system to be kept in good working order.

[illegible]

INSPECTION, OPERATION AND MAINTENANCE CHECKLISTS

CONSTRUCTED WET POND INSPECTION CHECKLIST				
				Date_____
				Time_____
WYKOFF SCM #1 (CONSTRUCTED WET POND) INSPECTORS_____				
SPILLWAYS • DRAINS • OUTLETS		ACTION		
CHECK/CIRCLE CONDITION NOTED	OBSERVATIONS	R E P A I R S	M O N I T O R	I N V E S T I G A T I V E
Principal Spillway	Type:			
trashrack/debris				
cracks/deterioration/rust				
improper alignment				
cracks/deterioration				
joint deterioration				
seepage/piping				
Undercutting				
Erosion				
Debris				
Pond Drain/Other Outlets	Type:			
Gate/valves				
Operability				
Outlet Pipe				
Rip-rap				
GENERAL COMMENTS, SKETCHES & FIELD MEASUREMENTS				

VIII. ESTIMATED ANNUAL STORMWATER MANAGEMENT MAINTENANCE BUDGET

The anticipated annual maintenance and upkeep costs for the SCM are as follows:

a. Routine Maintenance (mowing, weeding, reseeding, etc)	\$ 3000.00
b. Minor Repairs (riprap replacement, erosion repair etc)	\$ 1500.00
c. Sediment Removal	\$ 3000.00
d. Annual Inspections	\$ 1500.00
e. Liability Insurance Premiums	\$ 750.00

IX. ENGINEER'S OPINION OF CONSTRUCTION COST*

Project: Wykoff

SCM #1 - Constructed Wet Pond

Description	Est. Qty.	Unit	Unit Cost	Extended Cost
7' x 7' ID RCP Riser w/ Aluminum Trash Rack, Drawdown Valve, Valve Stem, Normal Pool 4" DIP Vent/ Cleanout, Concrete Collar, & Anti-Flotation Block	1	LS	\$15,000.00	\$15,000.00
60" RCP (O-Ring Gasket)	88	LF	\$250.00	\$22,000.00
60" NCDOT Standard HW	1	EA	\$6,000.00	\$6,000.00
Rip-Rap Dissipator Pad w/ fabric	22	TN	\$110.00	\$2,420.00
Concrete Cradle	50	CY	\$250.00	\$12,500.00
Filter Diaphragm	1	LS	\$12,250.00	\$12,250.00
Common Excavation	3,150	CY	\$15.00	\$47,250.00
Fine Grading	4,550	SY	\$2.00	\$9,100.00
Seeding & Mulching	0.95	AC	\$3,000.00	\$2,850.00
Emergency Spillway Matting	39	SY	\$6.50	\$253.50
Demolition (Existing Drain)	1	LS	\$5,000.00	\$5,000.00

Estimated Total: \$134,623.50

Use: \$134,600.00

Add 10% Contingency: \$13,460.00

Total: \$148,060.00

Stormwater Facility Replacement Fund (24% of Total): \$35,534.40

*This opinion of probable cost was prepared on 9/16/2019 and is approximate. Actual construction bids may vary significantly from this statement of probable costs due to timing of construction, changed conditions, labor rate changes, or other factors beyond the control of the estimators.