

WAKE COUNTY, NC 360
LAURA M RIDDICK
REGISTER OF DEEDS
PRESENTED & RECORDED ON
03/04/2013 AT 14:20:54

STATE OF NORTH CAROLINA
WAKE COUNTY

STORMWATER AGREEMENT BOOK:015169 PAGE:01191 - 01193

THIS AGREEMENT, made and entered into this the 27 day of February, 2013, by and between Wake County, hereinafter referred to as County, and Capital Bank, N.A., hereinafter referred to as Owner;

WITNESSETH

THAT WHEREAS, Owner is this day accepting responsibility for the stormwater device(s) installed on that certain real property known as Hampton Park Estates, Phase II, as shown on the plat thereof recorded in the Book of Maps 2013, Page 287, Wake County Registry; and

WHEREAS, as a part of the construction of the residence/development the Wake County Environmental Services – Flood and Stormwater Section required that a stormwater device(s) be constructed; and

WHEREAS, the Owner accepts responsibility for the maintenance of the stormwater device(s) as prescribed in the Maintenance Agreement signed and notarized, dated 2-27, 2013; and

WHEREAS, the Owner grants access to Wake County to inspect the stormwater device(s); and

WHEREAS, the Owner understands that this Agreement shall endure to the benefit of his successors in title, whomsoever they may be in the future.

NOW, THEREFORE, it is understood and agreed by and between the parties:

- 1. The maintenance of the stormwater device(s) shall be the sole responsibility of the Owner.
- 2. The responsibility for the maintenance of the stormwater device shall pass in the chain of title to the Owner's successor in interest.
- 3. Access is granted to Wake County to inspect the stormwater device(s).
- 4. Annually, The Owner shall provide an inspection report from to occur each year beginning one year after April 1, 2013 and each successive year by the April 1st thereafter.

The report should be faxed to (919) 856-7407 Attention: Environmental Services –Flood and Storm Water Section.

Owner: Capital Bank, NA By Bailey, SVP

Date: 2/27/13

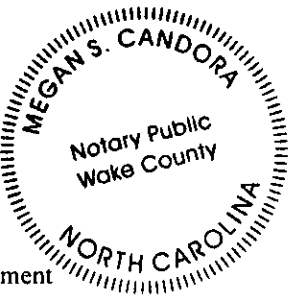
I, Megan S. Candora THE UNDERSIGNED notary Public of the County and State aforesaid, certify that Joel Barrier personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and notarial seal, this the 27 day of February 2013

Megan S. Candora
Notary Public

My Comm. Exp. 1/12/2015

After recording return to:
Floodplain and Stormwater Management
336 Fayetteville St. PO Box 550
Raleigh, NC 27602



LEVEL SPREADER OPERATION AND MAINTENANCE AGREEMENT

The level spreader is defined as an elongated, level threshold, designed to diffuse stormwater runoff.

Maintenance activities shall be performed as follows:

1. After construction and until vegetation has been established, level spreader(s) shall be inspected after every rainfall. Thereafter, level spreader(s) shall be inspected *at least* every month and more frequently during the fall season and after heavy rainfall events:
 - a. Accumulated sediment, leaves, and trash shall be removed, and repairs made if required.
 - b. Inspect level spreader(s) for evidence of scour, undercutting, settlement of the structure, and concentrated flows downhill from the level spreader(s).
 - c. A level elevation shall be maintained across the entire flow-spreading structure at all times. Repair or replace the level spreader if it is damaged.
 - d. Mow vegetative cover to a height of six (6) inches and prune plants if they cover over half of the level spreader surface.
 - e. Repair eroded areas and replace/replant dead or damaged vegetation.
2. The contractor should avoid the placement of any material on and prevent construction traffic across the structure. If the measure is damaged by construction traffic, it shall be repaired immediately.
3. Inspect and repair the collection system (e.g., catch basins, pipes, swales, riprap) four (4) times a year to maintain proper functioning.

I acknowledge and agree by my signature below that I am responsible for the performance of the maintenance procedures listed above. I agree to notify DWQ of any problems with the system or prior to any changes to the system or responsible party.

Print name: Capital Bank, NA, JOEL BARRIER, SVP

Title: SVP

Address: _____

Phone: _____

Signature: [Signature]

Date: 2/27/13

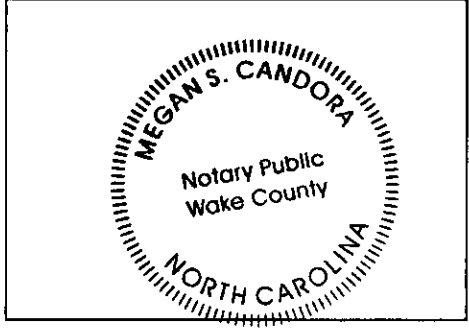
Note: The legally responsible party should not be a homeowners association unless more than 50% of the lots have been sold and a resident of the subdivision has been named the president.

I, Megan S. Candora, a Notary Public for the State of NC,

County of Wake, do hereby certify that Joel Barrier

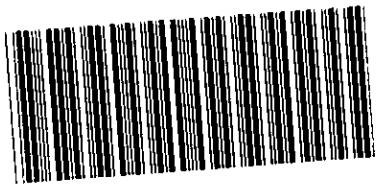
personally appeared before me this 27 day of February, 2013, and acknowledge the due execution of the forgoing wet [wetland] detention basin maintenance requirements. Witness my hand and

official seal, Megan S. Candora



SEAL

My commission expires 1/12/2015



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



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

This Customer Group
_____ **# of Time Stamps Needed**

This Document
_____ **New Time Stamp**
_____ **# of Pages**

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