

Instrument Prepared By: Raleigh City Attorney's Office
Brief Description for Index: _____
Parcel Identifier: _____
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 CONTRACT**

THIS STORMWATER REPLACEMENT PROTECTION EASEMENT AND ACCESS MAINTENANCE AGREEMENT AND INSTALLMENT REPLACEMENT CONTRIBUTION (the "Agreement") made this 28th day of October, 2005, by and between **ST. MARY'S ASSOCIATES, LLC.**, whose address and telephone number are 1900 Cameron Street, Raleigh, NC 27605; (919) 821-1350 (hereinafter referred to as "Developer") and **HIGHPARK TOWNHOMES HOMEOWNERS ASSOCIATION, INC.**, a North Carolina non-profit corporation, whose address and telephone number are 1900 Cameron Street, Raleigh, NC 27605; (919) 821-1350 (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".

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; 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 grass swale, dissipater pad and underground detention facility and associated appurtenances and vegetation (collectively, the "Stormwater Control Measures") as shown on construction drawings prepared by John A. Edwards, Jr., RLS, entitled Construction Drawings for HighPark, a Townhome Community and dated and signed by

the Chief Engineer of the City on August 19, 2005, 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).

NOW, THEREFORE, for a valuable consideration, including the benefits Grantors may derive therefrom, the receipt of which is hereby acknowledged, the Parties hereby agree as follows:

1. RECITALS. The foregoing recitals shall constitute an integral part of this Agreement, and this Agreement shall be incorporated herein and made a part hereof.

2. GRANT OF EASEMENT. Grantors hereby dedicate, bargain, sell, grant, and convey unto the Grantee, its successors and assigns, a perpetual, non-exclusive and irrevocable right and easement over, under, through and across the Stormwater Areas and access through the Property to and from the Stormwater Areas for the purpose of permitting City inspection and, if deemed necessary, as determined by the City, maintenance, replacement, reconstruction, and repair of the Stormwater Control Measures and their appurtenances and vegetation, as more fully set forth herein and in the RCC (the "Protection Easement").

3. CONSTRUCTION AND MAINTENANCE OF STORMWATER MANAGEMENT FACILITIES. The requirements pertaining to the Protection Easement are more fully set forth in Part 10, Chapter 9, Article B, Division I of the RCC. The Developer shall be responsible for the construction of the Stormwater Control Measures; and, prior to conveying control of the Stormwater Control Measures, their appurtenances

and vegetation to the Association by deed or easement, the Developer will be responsible for the maintenance, repair, reconstruction and replacement thereof. Following the conveyance of the Stormwater Control Measures, to the Association, the Association and its members will be responsible for maintaining the Stormwater Control Measures, their appurtenances and vegetation in the manner specified herein and in strict compliance with the Stormwater Operations and Maintenance Manual and Budget attached hereto as Exhibit B which is incorporated herein by reference and made a part hereof (the "Maintenance Manual"). At all times, the Stormwater Control Measures shall perform as designed and shall at all times comply with all applicable laws, ordinances, regulations, rules and directives of governmental authorities.

4. GENERAL REPLACEMENT FUND. For purposes of insuring the availability of funds for the replacement and reconstruction of the Stormwater Control Measures for "Major Repairs" thereto (as specified in Section VI, page 5 of the Maintenance Manual) and any other repair work exceeding \$7,333.33 (one-third the initial construction cost of the Stormwater Control Measures), Developer shall establish an account (the "General Replacement Account") with the City. (Payments made to this account will be combined with payments from other similar Agreements). The General Replacement Account shall be funded initially by a lump sum contribution of the Developer (the "Initial Payment"), and thereafter by additional contributions of the Association. The Developer shall deliver the Initial Payment to the Engineering Department of the City at the earlier of:

- (i) before the issuance of building permits for the construction of improvements on the Property; or
- (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 \$3,300.00 dollars (which is equal to fifteen percent (15%) of the estimated construction cost of the Stormwater Control Measures) plus \$4,508.00 dollars as the first year's contribution to the General Replacement account as set forth in the schedule payments attached hereto as Exhibit C, 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 1st of each year and shall be made in accordance with the schedule of payments set forth in Exhibit C.

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 \$7,333.33 dollars (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 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 establishes stormwater assessments to pay the actual and estimated expenses incurred or anticipated to be incurred by the Association, including payments owed to the City and any reasonable reserve, to fund the maintenance, repair, replacement and reconstruction of the Stormwater Control Measures in strict compliance with the Maintenance Manual so that at all times the Stormwater Control Measures shall perform as designated and at all times shall comply with this Agreement and all applicable laws, ordinances, regulations, rules, and directives of the City. For each lot (which term is defined in the Declaration) owned within the Property, the Developer, as declarant, covenants and agrees in the Declaration to pay to the Association such stormwater assessment, and each owner of any lot owned within the Property, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed in the Declaration to covenant and agree to pay its pro-rata share of any stormwater assessment based on the portion of the Property owned by such owner. Any such stormwater assessment or charge, together with interest, costs, and reasonable

attorneys' fees, is a charge and a continuing lien upon the lot within the Property against which each such assessment or charge is made, and each such stormwater assessment or charge, together with interest, costs and reasonable attorneys' fees, is also be the personal obligation of the owner of such lot at the time when the assessment is due. In the event of a transfer of title to a lot within the Property, the grantee is jointly and severally liable for any stormwater assessment that may be due and payable at the time of conveyance. The annual budget for the Association shall include a line item evidencing the stormwater assessments, and the amount budgeted shall be sufficient to satisfy the total annual inspection, management and maintenance budget for the Stormwater Control Measures set forth in the Maintenance Manual. The total annual inspection, management and maintenance budget for the Stormwater Control Measures set forth in the Maintenance Manual is a fixed, binding obligation of the Association and the owners of the lots, and, notwithstanding the fact that the stormwater assessments shall be shown as a line item on the annual budget for the Association, said line item evidencing the stormwater assessments shall not be subject to the budget ratification procedure provided in the Declaration. In all events, to include ratification and/or rejection by the owners of the lots of the annual budget for the Association in accordance with Declaration, the Association shall honor its obligations under the stormwater assessments and shall assess the stormwater assessments set forth as a line item in the budget against the lots.

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 Articles 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 Wake County, North Carolina, which claim of lien shall state the description of the Property, or portion thereof, encumbered by the claim of lien, the name and address of the Association, the record owners of the encumbered portion of the 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. Any lien claims filed by the City shall be signed by the Raleigh 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 delinquency, 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.

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 Grantors at 1900 Cameron Street, Raleigh, NC 27605. 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.

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

ST. MARY'S ASSOCIATES, LLC,;
A Delaware Limited Liability Company

By: A. Settle Dockery, III (SEAL)
A. SETTLE DOCKERY, III
Member-Manager

By: G. Smedes York (SEAL)
G. SMEDES YORK
Member-Manager

NORTH CAROLINA

WAKE COUNTY

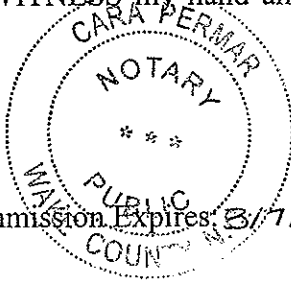
DEVELOPER
ACKNOWLEDGMENT

I, the undersigned Notary Public, certify A. Settle Dockery, III and G. Smedes York personally came before me this day and acknowledged they are the sole member-managers of St. Mary's Associates, LLC, a North Carolina limited liability company, and that, as such, they being authorized to do so, executed the foregoing instrument on behalf of said entity.

WITNESS my hand and official stamp seal this the 19th day of October,
2005

(SEAL)

My Commission Expires: 3/7/2009



C. Permar
Notary Public

HIGHPARK TOWNHOMES HOMEOWNERS
ASSOCIATION, INC., A North Carolina Non-
profit Corporation:

By: A. Settle Dockery, III
A. Settle Dockery, III, President

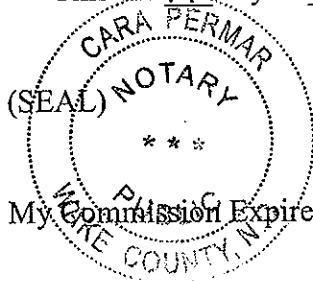
STATE OF NORTH CAROLINA

COUNTY OF WAKE

ASSOCIATION
ACKNOWLEDGMENT

I, the undersigned Notary Public do hereby certify that A. Settle Dockery, III, personally appeared before me this day and acknowledged that he is the President of HighPark Townhomes Homeowners Association, Inc., a North Carolina nonprofit corporation, and that he as such officer, being authorized to do so, execute the foregoing instrument on behalf of said entity.

This the 19th day of October, 2005.



C. Permar
Notary Public

My Commission Expires: 3/7/2009



CITY OF RALEIGH,
a North Carolina Municipal Corporation

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

Attest: Gail G. Smith
City Clerk

NORTH CAROLINA

COUNTY OF WAKE

CITY/MANAGER
ACKNOWLEDGEMENT

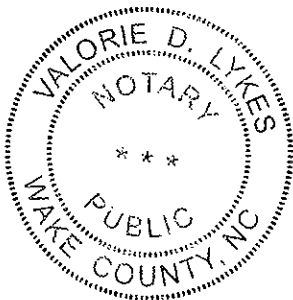
This is to certify that on the 28th day of October, 2005, before me personally came Gail G. Smith, with whom I am personally acquainted, who, being by me duly sworn, says that she is the City Clerk and Treasurer and J. Russell Allen is the City Manager of the City of Raleigh, the municipal corporation described in and which 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 28th day of October, 2005.

(SEAL)

Valorie D. Lykes
Notary Public

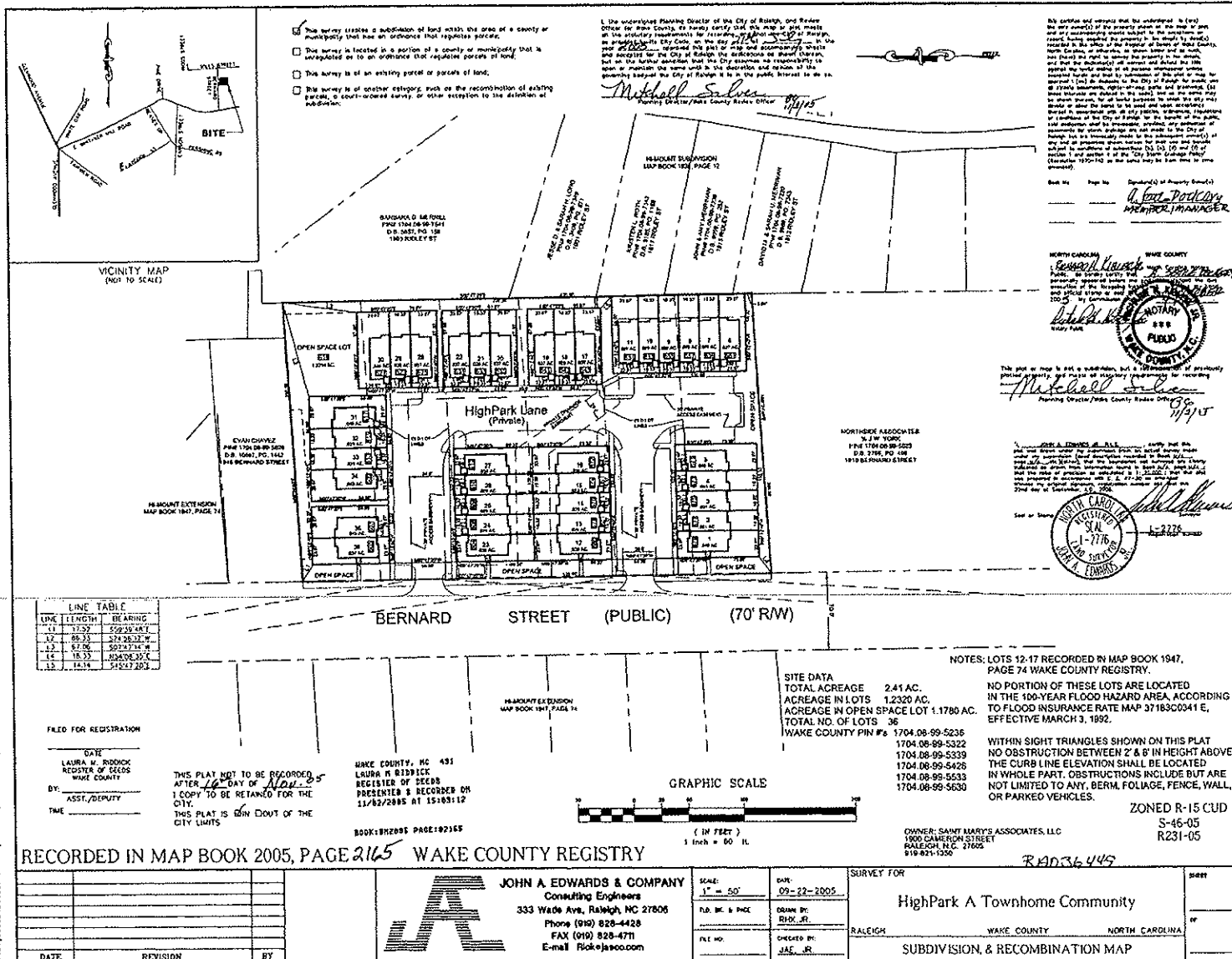
My Commission Expires: 6-26-2010



LIST OF EXHIBITS

1. Exhibit A Recorded plat of the subdivision
2. Exhibit B. Operations and Maintenance Manual and Budget -- this document must first be approved by the City Engineering Department
3. Exhibit C. 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 C -- 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.



STORMWATER FACILITIES
OPERATIONS AND MAINTENANCE MANUAL AND BUDGET

FOR
HIGH PARK TOWNHOME COMMUNITY
S-46-05

Prepared by

John A. Edwards & Company
333 Wade Avenue
Raleigh, North Carolina 27605



LIST OF EXHIBITS

STORMWATER FACILITIES

OPERATIONS AND MAINTENANCE MANUAL AND BUDGET

1. Exhibit A. Recorded plat of the subdivision
 2. Exhibit B. Drainage Easements shown on recorded plat
 3. Exhibit C. Stormwater Facilities Operations and Maintenance Manual and Budget
-
4. Exhibit D. Schedule of escrow payments listed year by year. Construction costs of stormwater facilities prepared by engineer attached to Exhibit D.

STORMWATER OPERATIONS AND MAINTENANCE MANUAL AND BUDGET

This manual establishes procedures for maintenance and operation of stormwater control measures in accordance with the guidelines as set forth in the City of Raleigh's Stormwater Management Design Manual. Any repairs that become necessary as a result of periodic inspections shall be completed within (30) calendar days of filing the report unless written approval of an extension is obtained from the City of Raleigh Conservation Department for Stormwater Control Measures.

INTRODUCTION

The City of Raleigh Neuse River Nutrient Reduction Ordinance, Part 10, Chapter 9, applies to this subdivision. Compliance with this ordinance will require the maintenance of a number of Stormwater Control Measures. These Measures are shown on plans prepared by John A. Edwards & Company entitled "High Park - A Town Home Community, dated June 6, 2005 and approved on July 21, 2005."

~~The approved Stormwater Management Plan calls for installation of the following Stormwater Control Measures:~~

Grassed Swales – A grassed swale is a drainage ditch that filters nitrogen from the stormwater by passing the stormwater thru a stand of grass. Grassed swales shall be located on the North East corner of the site. The swale will be 240' long, 1.0' deep with a slope of 1.8%. The grass shall be a blended fescue mix. In areas where erosion is of concern, the grass swales will be lined with sod or some other approved erosion control matting.

Underground Stormwater Detention Facilities – This facility detains stormwater by using different size pipes to detain stormwater to release it at a slower rate. There will be an underground detention facility located on site. The facility will consist of 232 L.F. of 60' RCP between J. B. 6 & C.B. 3. The dissipater pad will be 15' long, 3' wide and rip rap will be replenished every 10 years.

MAINTENANCE AND INSPECTION REQUIREMENTS

General – All maintenance and inspections shall be carried out in accordance with the requirements and recommendations contained in Stormwater Best Management Practices, of latest revision, the City of Raleigh Stormwater Design Manual, and Part 10, Chapter 9 of the Code of Ordinances of the City of Raleigh. Persons and/or organizations responsible for maintenance should obtain copies and thoroughly familiarize themselves with this information. The following general maintenance guidelines for each type of device are taken directly from the edition of Stormwater Best Management Practices in place at the time of preparation of the Maintenance Plan.

Maintenance of Grass Swale

Swale maintenance basically involves normal grass management activities such as mowing, reseeding or resodding when necessary and periodic sediment removal, if significant deposition occurs. Maintenance shall be performed as follows:

- At least once annually, remove excess sediment, especially from the upstream edge, to maintain original contours and grading.
- At least once annually, repair and erosion and regrade the swale to ensure that the runoff flows evenly in a thin sheet through the swale.

- At least once annually, during the fall, inspect vegetation and revegetate the swale to maintain a dense growth of vegetation.
- At least once quarterly, remove trash and debris from swales.
- At least once quarterly, re-establish contours, if needed, as a part of normal maintenance.

The swale and it's banks to be seeded in accordance with seeding specifications, when properly maintained, will prevent erosion and provide an easy surface for inspection. The grass will be able to be maintained even if there is any water fluctuation which is the reason for the use of different types of grass. Grass is to be fertilized every October and April with the 4-5 pounds 12-12-12 fertilizer for every 1000 sq. ft. of area.

Reseeding – Periodic re-seeding in the Fall may be required to establish grass on areas where seed did not take. Before seeding, fertilizer 12-12-12 should be applied at a minimum rate of 4-5 pounds per 1,000 SF. The seed should be evenly sewn at a rate of three pounds per 1,000 SF. The seed should be covered with soil to the approximate depth of ¼” and immediately mulched with wheat straw.

Mowing should be done in order to maintain proper appearance, but by no means should this procedure destroy the root systems, which protect the grassy swale. The grass shall be mowed once a month or as often as necessary not to allow it to grow higher than 6 inches.

Maintenance Of Underground Detention Facility

1. General

- A. During each inspection of the stormwater drainage system, the checklist shall be completed and filed with other maintenance records.
- B. All components, devices and structures of the stormwater drainage system shall be maintained in proper working condition at all times. Repair and replacement of components shall meet the original design specifications.
- C. Warning signs for failure of structural integrity of the underground detention facility include seepage, wetness and the presence of lush and dark green vegetation when compared with surrounding areas.

2. During each inspection of the stormwater drainage system, the attached checklist shall be completed and filed with other maintenance records.

A. Monthly, or after each 1" runoff producing rainfall event, whichever comes first.

- 1. Remove all accumulated litter and debris from the stormwater drainage system basins and grates.
- 2. Inspect & clear all pipe components of the detention facility of any obstructions.
- 3. Inspect velocity dissipators (rip-rap aprons) below storm drain outlets that discharge into open space areas. Repair or replace any displaced & damaged rip-rap by adding larger diameter stones to the apron or by using a concrete slurry to bind smaller stones together so as to increase their effective size and weight.

Maintenance Of Pipe

- Maintenance of the pipe and pipe joints – the pipe and joints are very inert materials and seldom should there be any problems. Yet they need to be inspected in order to insure that the stormwater device is operating properly. Inspections for cracks and surrounding erosion are to be the norm of inspection. In the event that the pipe is not performing its function, the reports should note this. If the pipe should separate, the joints should be re-surfaced. Should the pipe break or become non-functional, an engineer should be called in to describe the remedy. The pipe must be inspected annually as required by Section 10-9028 of the Raleigh City Code, which reads as follows
- The person responsible for maintenance of the stormwater control measures or devices shall submit to the Central Engineering Department of the City an inspection report from a qualified registered North Carolina professional engineer, surveyor, or landscape architect. The inspections report shall contain all of the following:
 - (a) The name, address of the land owner;
 - (b) The recorded book and page number of the lot of each required stormwater control facility and required open space areas;
 - (c) A statement that an inspection was made of all required stormwater control facilities, including open space areas;

- (d) The date the inspection was made;
- (e) A statement that all inspected stormwater control facilities and open space areas are performing properly and are in compliance with the approved stormwater control plan, the applicable maintenance manual required by §10-9025 and the Raleigh Stormwater Control and Watercourse Buffer Manual. No sampling of pollutant loading is required as part of the inspection;
- (f) The original signature and seal of the engineer, surveyor, or landscape architect.

All inspections report shall be on forms supplied by the City. An original inspection report shall be given to the Central Engineering Department of the City beginning from the date the as-built was first certified under §10-9025© and each year thereafter on the anniversary date of said certification.

Removal of Sediment From The Pipe – Any blockage of the pipe which does not allow the device to function properly must be cleared away by manual cleaning or flushing of pipe. Yearly maintenance is to be performed on the inlet and outlet to adequately remove sedimentation or other obstructions as they occur.

Major Repairs

Any repairs whose cost exceeds one-third or more of the original construction cost is a “major repair” as that term is used and defined in the Stormwater Replacement Fund and Protection Easement. “Major repair” items shall include, but not be limited to: seepage cracks slides and settlement of embankments for detention facilities (wet and dry) or replacement of one-third or more of the plants in a bio-retention facility. For multiple stormwater control measures of similar value the one-third cost to be expressed per facility.

BUDGET

Raleigh Project #: S-46-05

Date Constructed: Proposed

Location: Bernard Street

Device – Underground Detention Facility
Grass Swale

Construction Cost -

TOTAL

The following is an estimate for use in the budget to cover the operation and maintenance of the site's Stormwater Control Measures. In addition to estimating the annual operational costs, we have included a replacement cost of these facilities as required by the City of Raleigh. Our estimated budget is as follows:

Underground Stormwater Detention Facility

Annual Maintenance and clean up after one-inch storm events	\$500.00
Annual Inspection by Engineer	\$500.00

BUDGET

Raleigh Project #: S-46-05

Date Constructed: Proposed

Location: Bernard St.

Device – Grass Swale, Dissipater Pad

Construction Cost - \$2,000.00

Device – Underground Detention Facility

Construction Cost - \$20,000.00

TOTAL ***\$22,000.00***

The following is an estimate for use in the budget to cover the operation and maintenance of the site's Stormwater Control Measures. In addition to estimating the annual operational costs, we have included a replacement or sinking fund for replacement of these facilities as required by the City of Raleigh. Our estimated budget is as follows:

Dissipater Pad, Grass Swale

First Five Years

Annual Maintenance and clean up after one-inch storm events	\$500.00
Annual Inspection by Engineer	\$300.00
Catastrophic Replacement Fund—Annual Escrow Payment for years 1-5	\$228.00
Rip-Rap Replenishment	\$200.00

TOTAL ANNUAL BUDGET FOR YEARS 1-5 **\$1,228.00**

Second Five Years

Annual Maintenance and clean-up after one-inch storm events	\$500.00
Annual Inspection by Engineer	\$300.00
Catastrophic Replacement Fund- Annual Escrow Payment for years 6-10	\$112.00
Rip-Rap Replenishment	\$200.00

TOTAL ANNUAL BUDGET FOR YEARS 6-10

\$1,112.00

Dissipater Pad, Underground Detention Facility

First Five Years

Annual Maintenance and clean up after one-inch storm events	\$500.00
Annual Inspection by Engineer	\$300.00
Catastrophic Replacement Fund – Annual Escrow Payment for years 1-5	\$2,280.00
Sediment Removal	\$200.00

TOTAL ANNUAL BUDGET FOR YEARS 1-5

\$3,280.00

Second Five Years

Annual Maintenance and clean-up after one-inch storm events	\$500.00
Annual Inspection by Engineer	\$300.00
Catastrophic Replacement Fund- Annual Escrow Payment for years 6-10	\$1,120.00
Sediment Removal	\$200.00

TOTAL ANNUAL BUDGET FOR YEARS 6-10

\$2,120.00

SUMMARY

TOTAL ANNUAL BUDGET YEARS 1-5	\$4,508.00
TOTAL ANNUAL BUDGET YEARS 6-10	\$3,232.00

Years 1-5

For the number of approved lots, this would indicate a monthly fee of \$4,508.00/year/ 70 lots/12 months equals \$10.44/lot/month.

Years 6-10

For the number of approved lots, this would indicate a monthly fee of \$3,232.00 /year/70 lots/12 months equals \$7.48/lot/month.

EXHIBIT D

Stormwater Control Replacement	\$22,000.00
--------------------------------	-------------

Estimated inflation rate 3%

Estimated rate of return 3%

Initial Contribution	\$3,300.00
----------------------	------------

Year 1	\$4,508.00
--------	------------

Year 2	\$4,508.00
--------	------------

Year 3	\$4,508.00
--------	------------

Year 4	\$4,508.00
--------	------------

Year 5	\$4,508.00
Year 6	\$3,232.00
Year 7	\$3,232.00
Year 8	\$3,232.00
Year 9	\$3,232.00
Year 10	\$3,232.00

SAMPLE INSPECTION CHECKLIST

Date: _____ Time: _____

Inspector (s): _____

Inspection: Monthly _____ Quarterly _____ Semi-Annual _____ Annual _____

Stormwater Management Facility						
<i>Check</i>	<i>Items Inspected</i>	<i>Observations (condition, deficiencies, etc.)</i>	<i>Repair</i>	<i>Replace</i>	<i>Monitor</i>	<i>Investigate</i>
	Debris/Sediment					
	Improper Alignment					
	Joint Deterioration/Failure					
	Undermining/Piping					
	Broken Grates, etc.					
	Seepage/Wetness					
	Rip-Rap Apron					
	Soil					
	Organic Matter					
	Plant Material					
	Trash					
	Other					

General Comments, Sketches & Field Measurements

Add additional sheets if needed.

SAMPLE CERTIFICATION

For Annual Inspection Report, Submit to City of Raleigh

I certify that the BMP's, stormwater management facilities, and open space areas referenced in this document have been maintained in conformance with the approved stormwater management plan and maintenance manual. 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 Professional Land Surveyor.