WAKE COUNTY, NC
TAMMY L. BRUNNER
REGISTER OF DEEDS
PRESENTED & RECORDED ON
03-16-2023 AT 16:44:32

BOOK: 019285 PAGE: 02091 - 02106

Instrument Prepared By Roger W. Knight
Brief Description for Index: 2018 Pages: 1787-1792Wake County Registry
Parcel Identification Number: 1733762889, 1733762892, 1733763744, 1733773370, 1733774328
Parcel Identifier: Lots and Open Space in Princeton Manor, Section VII

Mail After Recording to: Jason Brown
Director of Development Services
Town of Knightdale
950 Steeple Square Ct.
Knightdale, NC 27545

STATE OF NORTH CAROLINA
WAKE COUNTY

THE DECLARATION OF MAINTENANCE COVENANT, STORMWATER EASEMENT AND AGREEMENT FOR MAINTENANCE FOR STORMWATER CONTROL FACILITIES FOR Princeton Manor, Town of Knightdale Case # SU-3-001 and S-3-01

Knightdale UDO Section 9.4

THIS DECLARATION OF MAINTENANCE COVENANT, STORMWATER EASEMENT AND AGREEMENT FOR MAINTENANCE FOR STORMWATER CONTROL FACILITIES is made this 16th day of March, 2023 by **CLAYTON PROPERTIES GROUP, INC.**, a Tennessee corporation whose address is 441 Western Lane, Irmo, SC 29063 (hereinafter "Declarant") and **PRINCETON MANOR PROPERTY OWNERS ASSOCIATION, INC.**, a North Carolina non-profit corporation whose address is 160 NE Maynard Road, Suite 210, Cary NC 27513 (hereinafter "HOA"), with, to and for the benefit of the **TOWN OF KNIGHTDALE**, a political subdivision of the State of North Carolina, whose address is 950 Steeple Square Court, Knightdale N.C. 27545 (hereinafter the "Town"). These parties shall hereinafter sometimes be referred to collectively as the "Parties."

Submitted electronically by "Moore & Alphin, PLLC"
in compliance with North Carolina statutes governing recordable documents
and the terms of the submitter agreement with the Wake County Register of Deeds.

RECITALS

WHEREAS, the Town, under North Carolina and federal law, is required to regulate the maintenance of Stormwater Control Facilities (as defined herein) constructed to serve new development within the Town'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 Town 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 Town of Knightdale; and

WHEREAS, the Town Council of the Town has determined that, to maintain the Town's compliance under applicable state and federal laws, 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, Lots 228, 229, 457, 458 and that Open Space parcel containing 0.946 ft, all within the Princeton Manor Subdivision (hereinafter the "Subdivision") are each subject to and encumbered by a "Variable Width Public Drainage Access and Maintenance Easement" (the "Easement Areas") being more particularly described in the **SCHEDULE 1**, attached hereto and incorporated herein (collectively hereinafter the "Property"); and

WHEREAS, Declarant, as a prior owner of the Property and the developer of portions of the Subdivision has developed the Property in accordance with the rules, regulations, and laws of the Town (including conditions of approval as shown in the aforesaid Town of Knightdale Case Number) and the State of North Carolina; and

WHEREAS, HOA is the homeowners association which manages the Property and the Subdivision and maintains common properties/open space for stormwater facilities benefitting the Property and the Subdivision.

WHEREAS, the Property is located within the planning jurisdiction of the Town and is subject to certain stormwater quantity and quality requirements set forth in Chapter 9 of the, Knightdale Unified Development Ordinance (the "UDO"), specifically Knightdale UDO Section 9.4(H) as may be amended from time to time; and

WHEREAS, Declarant constructed two (2) stormwater control facilities and shall record this easement and maintenance agreement in accordance with Chapter 9 of the UDO; and

WHEREAS, these Stormwater Control Facilities are required to comply with the UDO and that

failure to maintain these Stormwater Control Facilities is a violation of the UDO potentially subjecting each Lot Owner of the Property to significant daily civil penalties and other enforcement actions as and to the extent set forth in the UDO; and

WHEREAS, the applicable sections of the UDO requires that the Declarant grant or dedicate to the Town an access and maintenance easement over and across the Stormwater Areas for the purposes of inspecting and Maintaining the Stormwater Control Facilities set forth in the UDO and this Declaration and Agreement; and

WHEREAS, it is the intention of the Declarant for the Town and HOA to have the right and easement to enter upon, over, across and under the Stormwater Areas for the purpose of Inspecting and Maintaining (as defined herein) the Stormwater Control Facilities as and to the extent set forth in this Declaration and Agreement; and

WHEREAS, this Declaration and Agreement has been executed in accordance with the requirements of N.C. General Statutes Chapter 143, Article 21, Part 1, N.C. General Statutes 160A-459, and UDO § 9.4(H). Furthermore, in order to comply with the requirements of Sections 9.4(H) of the UDO of the Town of Knightdale, the Parties hereby enter into this Declaration of Maintenance Covenant, Stormwater Easement and Agreement for Maintenance For Stormwater Control Facilities in order to encumber, restrict, and obligate the Owner and any successor Owners of the Property (or any portion thereof) to the terms, conditions, and obligations herein.

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

1. Recitals: The foregoing recitals shall constitute an integral part of this Agreement and are therefore incorporated herein and made a part hereof.

2. Responsibility to Install (Declarant): The Declarant shall install the stormwater control facilities pursuant to Town design standards and subject to the approval of the Town. The stormwater control facilities shall serve all of Lots 228, 229, 457, 458 and Open Space -0.943 AC of the Princeton Manor development as recorded in and on Book of Maps 2018, Pages 1787-1792 Wake County Registry. The Declarant shall be responsible for the construction of the Stormwater Control Facility and appurtenances in the manner specified herein and in strict compliance with the Stormwater Operations and Maintenance Manual as described in **Exhibit A**.

3. Responsibility to Grant Easement (Declarant and HOA): The Declarant and the HOA, each for its respective Property, does hereby grant and dedicate to the Town and the HOA an access and maintenance easement over and across the Stormwater Areas for the purposes of inspecting and Maintaining the Stormwater Control Facilities set forth in the UDO and this Declaration and Agreement. The Public Access and Maintenance Easement is identified on the plat recorded in and on Book of Maps 2018, Pages 1787-1792, Wake County Registry.

4. Responsibility to Repair and Maintain (Declarant and HOA): Prior to turn-over and assignment to the HOA, the Declarant shall operate, maintain and repair the Stormwater Control Facilities.

After said assignment, the HOA shall operate, maintain and repair the Stormwater Control Facilities. This Agreement shall not obligate the Town of Knightdale to maintain or repair any structural Stormwater Control Facilities, and the Town of Knightdale shall not be liable to any person for the condition or operation of structural Stormwater control facilities. This agreement grants to the Town of Knightdale a right of entry to inspect, monitor, maintain, repair, and reconstruct Stormwater Control Facilities. This Agreement shall not in any way diminish, limit, or restrict the right of the Town of Knightdale to enforce any of its ordinances as authorized by law. The Town has the right to recover from the Declarant and/or the HOA and its members any and all costs the Town expends to maintain or repair the structural Stormwater Control Facilities or to correct any operational deficiencies. Failure to pay the Town all of its expended costs, after 45 days written notice, shall constitute a breach of this Agreement. The Town shall thereafter be entitled to bring an action against the Declarant and/or the HOA and its members to pay, or foreclose upon the lien hereby authorized by the Agreement against the property, or both, in case of a deficiency. Interest, collection costs, and attorney fees shall be added to the recovery.

5. Agreement Binding on Successors and Running with the Land: The covenants agreed to and the terms, conditions, obligations and restrictions imposed herein shall be binding upon the Declarant, the HOA, and their successors and assigns, and shall continue as a servitude running with the land in perpetuity. Declarant and HOA covenant that as of the date of this Agreement, each is vested of its respective Lot and/or Open, in fee simple Space and/or has the authority so reserved to so grant easements and has the right to convey the easements and rights contained in this Declaration and Agreement.

6. Reliance and Indemnification: Declarant and HOA acknowledge that the Town is acting in reliance on Declarant's and HOA's authority to enter into this Declaration and Agreement 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 Town may suffer irreparable harm from the violation of the covenants, restrictions, and obligations established herein. Based upon the obligations of the Declarant, the Declarant and HOA agree to fully indemnify the Town for any and all damages, including costs and attorneys' fees, for any failure of the Declarant or HOA to fulfill their respective obligations in and under this Agreement.

7. Choice of Law and Jurisdiction: The Parties hereto agree that this Agreement shall be construed under the laws of the State of North Carolina and that each is subject to the jurisdiction of the State of North Carolina and that Wake County is the proper venue for any action or dispute arising from this Agreement.

THE REMAINDER OF THIS PAGE INTENTIONALLY BLANK
SIGNATURE AND ACKNOWLEDGMENT PAGES FOLLOW

[Declarant Signature Page]

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

DECLARANT:
CLAYTON PROPERTIES GROUP, INC., D/B/A MUNGO HOMES

_____ (SEAL)
Title: Assistant Secretary
Name: Chris Simmering

WAKE COUNTY, NORTH CAROLINA

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she signed the foregoing document: ~~The Declaration of Maintenance Covenant, Stormwater Easement and Agreement for Maintenance for Stormwater Control Facilities for Princeton Manor~~ Chris Simmering, Chris Simmering

Date: December 6, 2022

Kimberly Dark
[Notary's signature as name appears on seal]

Kimberly Dark, Notary Public
[Notary's printed name as name appears on seal]

My commission expires: 5 6, 2024
[Affix Official Seal in Space Above]

KIMBERLY DARK
Notary Public, North Carolina
Wake County
My Commission Expires
5.6.24

[Town Signature Page]

IN WITNESS WHEREOF, the Town hereby executes this Declaration and Agreement under seal as of the day and year first above written.

Town of Knightdale

Assistant Town Manager

Name (print): Dustin M. Tripp

WAKE COUNTY, NORTH CAROLINA

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she signed the foregoing document: Dustin M Tripp.

Date: November 7, 2022

Heather M Smith

[Notary's signature as name appears on seal]

Heather M Smith, Notary Public

[Notary's printed name as name appears on seal]

My commission expires: June 12, 2027

[Affix Official Seal in Space Above]

HEATHER M. SMITH NOTARY PUBLIC FRANKLIN COUNTY, N.C. COMMISSION EXPIRES JUNE 12, 2027

[HOA Signature Page]

IN WITNESS WHEREOF, HOA hereby executes this Declaration and Agreement under seal as of the day and year first above written.

HOA:
PRINCETON MANOR PROPERTY OWNERS ASSOCIATION, INC.

_____ **(SEAL)**
Title: President
Name: Skye Creech

WAKE COUNTY, NORTH CAROLINA

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she signed the foregoing document: Skye Creech.

Date: 11/16, 2022

_____
[Notary's signature as name appears on seal]

Jolene C. McGilvary, Notary Public
[Notary's printed name as name appears on seal]

My commission expires: June 11, 2026
[Affix Official Seal in Space Above]



Exhibit A

Stormwater Operations and Maintenance Manual

Follow these steps to install the sod in an FS (NCSU Cooperative Extension Service 2008):

1. Make sure the soil is moist (but not overly wet) before laying sod. Irrigating the soil several days before delivery is often adequate.
2. Install the sod within 24 hours of delivery. Plan to unstack and unroll the sod if it cannot be laid within 48 hours.
3. While installing, keep sod in the shade to lessen the chance of heat buildup.
4. Start sodding from a straight edge (driveway or sidewalk), and butt strips together, staggering them in a bricklike pattern (See Figure 5).
5. Avoid stretching sod. Use a knife or sharp spade for trimming to fit irregularly shaped areas.
6. Lay sod lengthwise across the face of slopes, and peg or stake the pieces to prevent slippage.
7. After the sod has been placed, roll the lawn to ensure good sod-to-soil contact. Then begin watering.

For a complete list of North Carolina sod producers and the varieties they carry, visit the North Carolina Sod Producers Association Web site: http://www.ncsod.org. Again, to ensure high quality and better chance for success, it is highly recommended that certified sod be used. A list of producers growing certified sod can be found on the NCCIA Web site: http://www.nccia.ncsu.edu/.

After the sod is planted, keep the top 1.5 inches of the soil moist. This may require light watering several times a week for 7 to 21 days.

Maintenance

A LS-FS that is not maintained properly may become a source of pollution rather than a pollutant removal mechanism. During the first two years after construction, the LS-FS should be inspected after every major storm event for proper distribution of flows and signs of erosion. After the first two years, the LS-FS may be inspected quarterly. If evidence of erosion exists, the eroded areas should be filled in and reseeded and the cause of the erosion should be determined and eliminated.

Maintenance of an FS involves routine mowing and replanting grass when necessary. Strips that receive excessive sediment may require periodic regrading and reseeding of their upslope edge because deposited sediment can kill grass and prevent the LS-FS from achieving diffuse flow. Figures 12 through 14 show a number of common maintenance issues with LS-FS systems.

The job of a forebay is to collect leaves, trash and sediment before stormwater is discharged to the blind swale. Therefore, this is the part of the LS-FS that needs the most frequent maintenance. The forebay must be checked frequently and will need to be cleaned out

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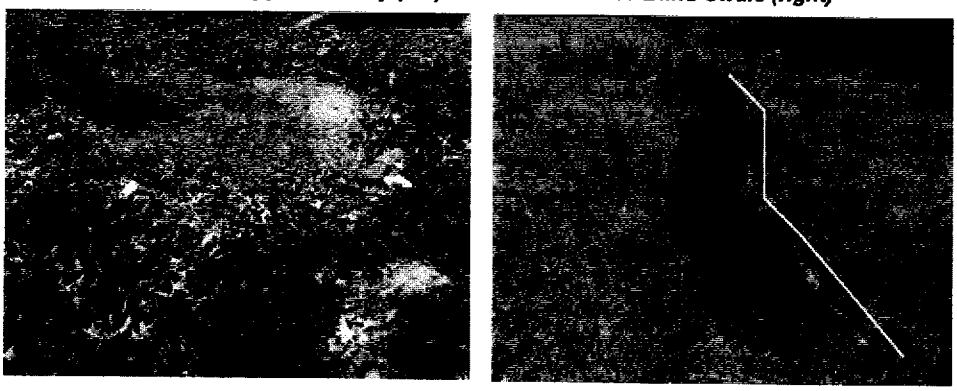
throughout the year, particularly in the fall. In case you can't see the LS, it is immediately to the left of the yellow line. The vegetation in the blind swale has become overgrown and taken up nearly all the capacity of the blind swale. The blind swale was likely undersized in its design.

Figure 12: Clogged Forebay (left) and Unmaintained Blind Swale (right)



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During the mowing season, the FS should be mowed at least every other week. The mowing allows an opportunity for the FS to be inspected and also helps to prevent clumping of grass. This is a view upslope of the same FS at right. The clumping of the unmown grasses and resulting channelization of flow is evident from this view. The eroding areas in this FS need to be filled in and revegetated before the problem becomes worse.

Figure 13: Unmaintained Blind Swale and Unmown FS

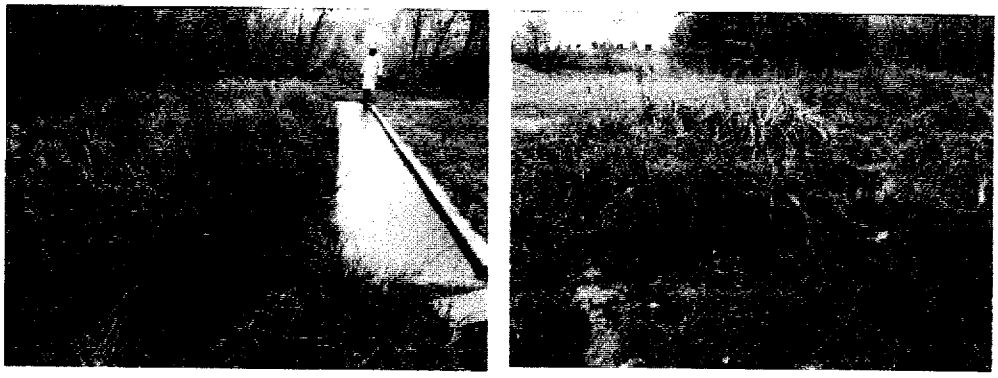

Figure 14: Erosion in the FS



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Important maintenance procedures:

- Immediately after the FS is established, grass will be watered twice weekly if needed until the plants become established (commonly six weeks).
- Stable groundcover will be maintained in the drainage area to reduce the sediment to the LS-FS.
- Every two weeks during the growing season, the FS will be mowed. Turf grass should not be cut shorter than 4-6 inches and may be allowed to grow as tall as 12 inches depending on aesthetic requirements (NIPC, 1993).
- Once a year, the soil will be aerated if necessary and the FS will be reseeded to maintain a dense growth of vegetation.
- Once a year, soil pH will be tested and lime will be added if necessary.

For the first two years after the LS-FS is established, it will be inspected **quarterly and within 24 hours after every storm event greater than 1.0 inch (or 1.5 inches if in a Coastal County)**. After two years of successful performance, the LS-FS will be inspected quarterly. Records of operation and maintenance will be kept in a known set location and will be available upon request.

If the soil in the FS becomes compacted, consider coring to alleviate this condition. Use a device that removes soil cores. Coring should be accomplished when the lawn is actively growing so that it can recover from any injury. Core cool-season grasses in fall or early spring. Core warm-season grasses in late spring or early summer. Some lawn care and landscape companies offer coring service if rental equipment is not available. Inspection and maintenance shall be performed as follows. Any problems that are found shall be repaired immediately.

Table 3: Sample Operation and Maintenance Provisions for LS-FS

SCM element	Potential problem	How to remediate the problem
The entire LS-FS	Trash/debris is present.	Remove the trash/debris.
The flow splitter device (if applicable)	The flow splitter device is clogged.	Unclog the conveyance and dispose of any sediment off-site.
	The flow splitter device is damaged.	Make any necessary repairs or replace if damage is too large for repair.
The blind swale	The swale is clogged with sediment.	Remove the sediment and dispose of it off-site.
	The swale is overgrown with vegetation.	Mow vegetation. Re-grade and vegetate if the swale has become silted in.
The LS	The level lip is cracked, settled, undercut, eroded or otherwise damaged.	Repair or replace lip.

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	There is erosion around the end of the level spreader that shows stormwater has bypassed it.	Regrade the soil to create a berm that is higher than the level lip, and then plant a ground cover and water until it is established. Provide lime and a one-time fertilizer application.
	Trees or shrubs have begun to grow on the swale or just downslope of the level lip.	Remove them.
The bypass channel	Areas of bare soil and/or erosive gullies have formed.	Regrade the soil if necessary to remove the gully, and then reestablish proper erosion control.
	Turf reinforcement is damaged or ripap is rolling downhill.	Study the site to see if a larger bypass channel is needed (enlarge if necessary). After this, reestablish the erosion control material.
The FS	Grass is too short or too long (if applicable).	Maintain grass at a height of approximately three to six inches.
	Areas of bare soil and/or erosive gullies have formed.	Regrade the soil if necessary to remove the gully, and then plant a ground cover and water until it is established. Provide lime and a one-time fertilizer application.
	Sediment is building up on the filter strip.	Remove the sediment and restabilize the soil with vegetation if necessary. Provide lime and a one-time fertilizer application.
	Grass is dead, diseased or dying.	Determine the source of the problem: soils, hydrology, disease, etc. Remedy the problem and replace plants. Provide a one-time fertilizer application.
	Nuisance vegetation is choking out grass.	Remove vegetation by hand if possible. If pesticide is used, do not allow it to get into the receiving water.
The receiving water	Erosion or other signs of damage have occurred.	Contact the NC Division of Water Resources.

Exhibit B

Annual Inspection Submittal Requirements

KNIGHTDALE
stormwater

Town of Knightdale 950 Steeple Square Ct. Knightdale, NC 27545
KnightdaleNC.gov 919-217-2280

Submittal Requirements:

1. **SUBMITTAL TIMELINE:** All inspections must be submitted to the Town of Knightdale (TOK) electronically (pdf file) by the end of the month that the inspection is due.

2. **ELECTRONIC PDF SUBMITTALS:** Submittals shall be in the form of an electronic copy sent via email as a pdf file to swengineer@knightdalenc.gov. The TOK's standard *ANNUAL STRUCTURAL SCM INSPECTION REPORT COVER SHEET* shall be submitted with as many applicable SCM inspection reports as necessary based upon the actual number of SCMs at a site. ***Example: if a given site has four dry ponds and four level spreaders, you need to submit one cover sheet (i.e., the 2-page form) along with four dry pond inspection reports and four level spreader inspection reports.*** Additionally, color digital photographs of the SCM features and areas of interest/concern shall be submitted as well. ALL of the above shall be submitted as ONE pdf, preferably no more than (5) megabytes in size. Do NOT submit separate digital photos as a pdf or separate attachment sheets as a pdf, make it all one pdf submittal. If you need to shrink or reduce the size of the electronic file use low resolution scanning and put approximately 2-4 pictures on one page. Full size page pictures are not needed or desired. Text book quality digital pictures likewise are not needed. However, all pictures shall be submitted in COLOR, no black and white pictures are desired. At a minimum we need pictures of the overall SCM, slopes/berms/dam, riser structure (exterior and interior), outfall looking up into the riser to see the flow path, and the discharge area.

3. **PDF FILE NAMING:** The pdf inspection packet should be titled with the name of the site (utilize the site name assigned by the TOK) followed by the year in which the report was completed followed by the inspection result (C for compliant, CM for compliant with maintenance, of NC for not compliant). ***Example: Cheswick Phase 1 2019 C***

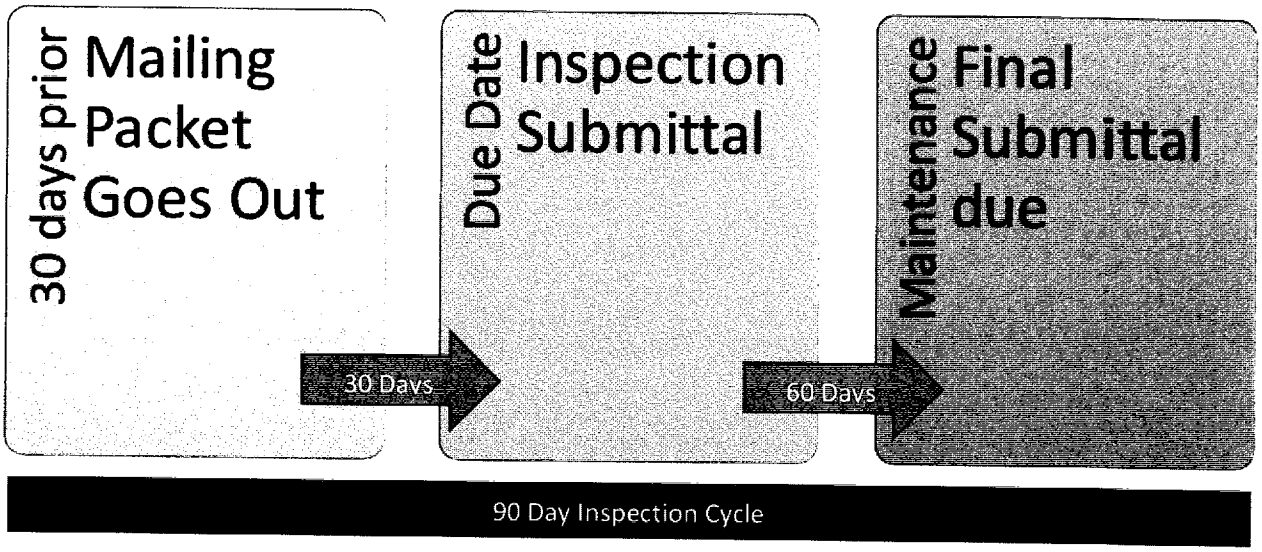
Note #1: Inspections that are NOT IN COMPLIANCE - The "Non-Compliant" box should be checked under item "C" on the Annual Structural SCM Inspection Report Cover Sheet. The failed inspection cover sheet along with the specific SCM inspection forms, summarizing required repairs, must be submitted to the TOK within 48-hours following the inspection. Re-inspection and certification will be required after the repairs are made. The Owner has a maximum of 90-days from the date of the preliminary inspection to make all repairs, correct all deficiencies, and submit a certification to the TOK in order to avoid enforcement actions. *It is strongly encouraged that the inspector be part of the repair and maintenance process in a QA/QC role in order to ensure that repairs are being performed properly.*

Note *#2:* Inspections Requiring Minor Maintenance - The "Compliant with maintenance" box should be checked under item "C" on the Annual Structural SCM Inspection Report Cover Sheet. The compliant with maintenance cover sheet along with the specific SCM, inspection forms, summarizing required repairs must be submitted to the TOK within 48-hours following the inspection. Re-inspection will not be required providing that proof of corrected maintenance issues is submitted to the TOK within 90 days of initial inspection along with the signed, stamped, and sealed inspection report packet.

Note #3: Inspections With No Deficiencies - The "Compliant" box should be checked under item "C" on the Annual Structural SCM Inspection Report Cover Sheet. The signed, stamped, and sealed inspection report should be submitted to the TOK within the same month of, on or before the established inspection due date. Attach the applicable SCM inspection forms and confirmatory digital photographs accordingly.

Exhibit C

Inspection Schedule



The inspection due date is determined by the month of initial certification.

This facility inspection will be due every year after certification.

Exhibit D

Penalty for Non-compliance

Notice to Comply – A notice to comply shall be issued to any facility owner who has not submitted an inspection form, or an updated inspection form by the 60-day maintenance period. A notice to comply provides the operator with a 14-day window to complete any prescribed maintenance and submit a new inspection form before a violation is issued.

Notice of Violation – A notice of violation shall be issued to any facility owner who does not complete the corrective actions listed on the notice to comply, or in situations of severe noncompliance or failure. Once a Notice of Violation is issued, there shall be a fee of $250 issued with an additional $250 per day thereafter until the violation is corrected.

For more information regarding the penalty process, please refer to Section 6.4 of the Town of Knightdale UDO.

SCHEDULE 1

REID #0461011, PIN #1733-77-3370

All of Lot 228, in Princeton Manor Subdivision, Section VII, as shown on the map thereof recorded in Book of Maps 2018, Pages 1787-1792, Wake County Registry.

REID #0461012, PIN #1733-77-4328

All of Lot 229, in Princeton Manor Subdivision, Section VII, as shown on the map thereof recorded in Book of Maps 2018, Pages 1787-1792, Wake County Registry.

REID #0461108, PIN #1733-76-3744

All of Lot 457, in Princeton Manor Subdivision, Section VII, as shown on the map thereof recorded in Book of Maps 2018, Pages 1787-1792, Wake County Registry.

REID #0461109, PIN #1733-76-2892

All of Lot 458, in Princeton Manor Subdivision, Section VII, as shown on the map thereof recorded in Book of Maps 2018, Pages 1787-1792, Wake County Registry.

REID #046111, PIN #1733-76-2889

All of that parcel of land referred to as "Open Space 0.946 AC 41,217 S.F.", in Princeton Manor Subdivision, Section VII, as shown on the map thereof recorded in Book of Maps 2018, Pages 1787-1792, Wake County Registry.