

WAKE COUNTY, NC 71  
TAMMY L. BRUNNER  
REGISTER OF DEEDS  
PRESENTED & RECORDED ON  
03/16/2023 16:21:35

BOOK:019285 PAGE:02031 - 02049

Instrument Prepared By Roger W. Knight  
Brief Description for Index: SCM Maintenance Covenant  
Name of Development: Flowers Place  
Town of Knightdale Case Number: ZMA-9-19  
Parcel Identification Number: 1754511400  
REID: 0103135

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 AND REPLACEMENT  
CONTRIBUTION FOR STORMWATER CONTROL FACILITIES  
FLOWERS PLACE SUBDIVISION, TOK CASE # ZMA-9-19**

*Knightdale UDO Sections 9.4*

THIS DECLARATION OF MAINTENANCE COVENANT, STORMWATER EASEMENT AND AGREEMENT FOR MAINTENANCE AND REPLACEMENT CONTRIBUTION FOR STORMWATER CONTROL FACILITIES is made this 16<sup>th</sup> day of March, 2023 by and between HABITAT FOR HUMANITY OF WAKE COUNTY, a North Carolina corporation, whose address is 2420 N. Raleigh Blvd. Raleigh, NC 27604, (hereinafter "Declarant") and Flowers Place Subdivision, a North Carolina non-profit corporation, whose mailing address is 2420 North Raleigh Blvd. Raleigh, NC 27604 (hereinafter "the Association") and 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.”

### **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**, Declarant is the owner and developer of that real property, which is part or all of the real property described in Book 17139, Page 2072; and Book 2023, Pages 516-518, Wake County Registry, (“The Declarant's Property”). The Declarant intends to develop the Declarant's Property to include seventeen (17) homes consistent with Declarant's mission of providing housing for those in need.

**WHEREAS**, Town, as Owner of certain real property adjacent to the Declarant's Property (which is part or all of the real property shown in Book of Maps 2020, Page 1078 Wake County Registry) (“Easement Property”), has granted a non-exclusive easement to the Declarant in order for the Declarant to install a Stormwater Control Facility in the form of a wet pond and related infrastructure upon the Easement Property to serve the Declarant's Property (“Stormwater Control Facility”). The Stormwater Control Facility shall be installed and maintained in compliance with and following the rules, regulations, and laws of the Town (including conditions of approval as set forth in the aforesaid *Town of Knightdale Case Number ZMA-9-19*) and the State of North Carolina; and

**WHEREAS**, the Declarant's 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 Sections 9.4 as may be amended from time to time; and

**WHEREAS**, Declarant will construct the Stormwater Control Facility in compliance with the rules, regulations and laws of the Town (including conditions of approval as set forth in the Town of Knightdale Case Number ZMA-9-19), and the State of North Carolina, and shall record this 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 the Declarant and 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 Association an access and maintenance easement over and across the Stormwater Areas for the purposes of inspecting and maintaining the Stormwater Control Facility as required in the UDO and this Declaration and Agreement; and

**WHEREAS**, Because the Town is granting a non-exclusive easement to the Declarant and the Association, the Town retains the right to enter upon, over, across and under the Stormwater Areas for the purpose of inspecting and maintaining the Stormwater Control Facility 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 160D-925, and UDO Section 9.4. Furthermore, in order to comply with the requirements of Section 9.4 of the UDO of the Town of Knightdale, the Parties hereby enter into this Declaration of Maintenance Covenant, Stormwater Easement and Agreement for Maintenance and Replacement Contribution for Stormwater Control Facilities in order to encumber, restrict, and obligate the Declarant and any successor of Declarant, including individual lot owners when the Property (or any portion thereof) is subdivided, to the terms, conditions, and obligations herein.

**NOW THEREFORE**, for a valuable consideration, including the easement and the benefits the Declarant and the Association 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. Collection of General Replacement Fee: The Town of Knightdale Unified Development Ordinance requires of collection of the General Replacement Fee in one payment equal to 33% of the estimated cost of construction of all stormwater control facilities as shown on the applicable development plans per Section 9.4.H.9 of the UDO. On December 14, 2022, the Declarant paid the required balance of nineteen thousand, five hundred eight and 94/100 Dollars (\$19,508.94). The Declarant's payment responsibility is detailed in **Exhibit B**; and
3. Responsibility to Install (Declarant): The Declarant shall install the Stormwater Control Facility upon the Easement Property pursuant to Town design standards and North Carolina state law, and subject to the approval of the Town. The Stormwater Control Facility shall serve all of the Lots (1-17) in **Flowers Place**, as recorded in and on **Book of Maps 2023**, **Pages 516-518**, 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 approved Construction Drawings.
4. Responsibility to Grant Easement (Town): The Town shall grant a non-exclusive access and maintenance easement over and across the Easement Property for the purposes of allowing the Declarant and its successors, including the **Flowers Place** Association, Inc., to construct, inspect,

and maintain the Stormwater Control Facilities set forth in the UDO and this Declaration and Agreement. The SCM Maintenance and Access Easement is identified on the plat recorded in and on **Book of Maps 2020 Page 1078**, Wake County Registry (**Exhibit A**).

5. **Responsibility to Repair and Maintain (Declarant and Association)**: The Declarant shall operate, maintain and repair the Stormwater Control Facility, located on or associated with the Easement Property. The Declarant can delegate or assign this responsibility to the Association once control of the Association passes to the homeowners, but the Declaration will remain responsible for the cost of the maintenance, replacement and repair as set forth in this Agreement. This Agreement shall not obligate the Town of Knightdale to maintain or repair any structural Stormwater Control Facility, and the Town of Knightdale shall not be liable to any person for the condition or operation of structural Stormwater Control Facility. This agreement acknowledges or grants to the Town of Knightdale a right of entry to inspect, monitor, and, if the Declarant or the Association fail to perform their obligations set forth herein and in the attached exhibits, to maintain, repair, and reconstruct the Stormwater Control Facility, including but not limited to the wet pond and related infrastructure. 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, the Association and its members, jointly and severally, any and all costs the Town expends to maintain or repair the Stormwater Control Facilities, including the wet pond and related infrastructure, 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, the Association and the Association members to recover its expended costs. Interest, collection costs, and attorney fees shall be added to and included in the recovery;

6. **Responsibility for a Stormwater Operations and Maintenance Manual & Annual Maintenance Inspection (Declarant)**: 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 (**Exhibit C**). The Declarant shall be responsible for submitting an Annual Maintenance Inspection Report in accordance with the Town's submittal requirements and schedule (**Exhibit D & E**), and any penalties related to the failure to comply therewith, as set forth in **Exhibit F**.

7. **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 Association, their successors and assigns, and shall continue as a servitude running with the land in perpetuity. Declarant covenants that as of the date of this Agreement, it is vested of the Property in fee simple and has the right to convey the easements and rights contained in this Declaration and Agreement. Declarant furthermore covenants that it will indemnify the Town and be responsible for all costs of repairs and maintenance of the Stormwater Control Facility if the Declarant's successor fails or is unable to pay for the cost of the repair, replacement and maintenance of the Stormwater Control Facility.

8. **Reliance and Indemnification**: Declarant acknowledges that the Town is acting in reliance on Declarant'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 and the Association, both Declarant and Association agree to fully indemnify the Town for any and all damages, including costs and attorneys' fees, for any failure of the Declarant or the Association, respectively, to fulfill their respective obligations in and under this Agreement.

9. 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 below written.

**DECLARANT:**

**HABITAT FOR HUMANITY OF WAKE COUNTY**

a North Carolina Corporation

(SEAL)

By: Patricia Burch  
Name: Patricia Burch

Title: CEO

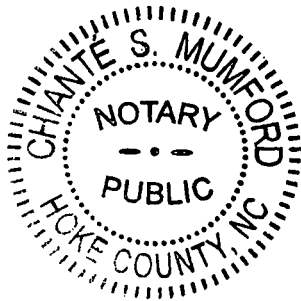
**WAKE COUNTY, NORTH CAROLINA**

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: Patricia Burch CEO.

Date: March 16, 2023 Chianté S. Mumford  
[Notary's signature as name appears on seal]

Chianté S. Mumford, Notary Public  
[Notary's printed name as name appears on seal]

My commission expires: September 26, 2027  
[Affix Official Seal]



*[Association Signature Page]*

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

**ASSOCIATION:**

Flowers Place

(SEAL)

By: Patricia Burch  
Name: Patricia Burch

Title: HOA President & Agent

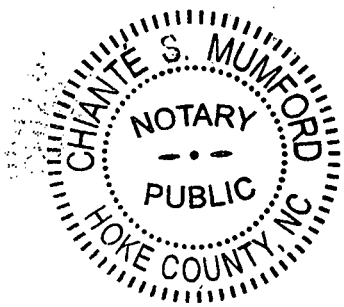
**WAKE COUNTY, NORTH CAROLINA**

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: Patricia Burch CEO

Date: March 16, 2023 Chiante S. Mumford  
[Notary's signature as name appears on seal]

Chiante S. Mumford, Notary Public  
[Notary's printed name as name appears on seal]

My commission expires: September 26, 2027  
[Affix Official Seal]



*[Town Signature Page]*

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

**TOWN OF KNIGHTDALE:**

*[Handwritten Signature]*  
Signature

Title: Assistant Town Manager

Name (print): Dustin Tripp

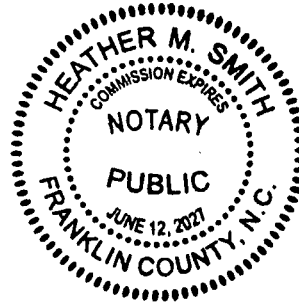
**WAKE COUNTY, NORTH CAROLINA**

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 Tripp.

Date: March 6, 2023 *[Handwritten Signature]*  
[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]





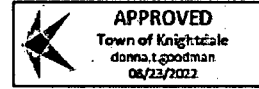
**Exhibit A**

**Description of Stormwater Control Facilities and Easements**

See item labeled as “Stormwater Control Management Access and Maintenance Easement,” as recorded in “Stormwater Easement Plat for Town of Knightdale.”

Book of Maps 2020 Page 1078, Wake County Registry.

**Exhibit B**  
**Stormwater Replacement Fund Payment**



**BASS, NIXON & KENNEDY, INC., CONSULTING ENGINEERS**  
 6310 CHAPEL HILL ROAD, SUITE 250, RALEIGH, NC 27607  
 919/851-4422 ■ FAX 919/851-8968 [BNK@BNKinc.com](mailto:BNK@BNKinc.com)

**DATE:** August 12, 2022

**TO:** Donna Goodman  
 Town of Knightdale  
 950 Steeple Square Court  
 Knightdale, NC 27545

**FROM:** Tom Harrell

**RE:** Flowers Place Subdivision  
 SCM Cost Estimate for Stormwater Replacement Fund Payment (33%)

Here is the estimated cost for construction of the proposed stormwater control facility that is shown on the approved site plans for this project. Note that labor and material costs are included in the individual line-item estimates.

**Wet Pond with Forebay**

1. Site Excavation and Grading .....	\$22,700.00
2. Fine Grading .....	\$9,000.00
3. Wet Pond storm structure riser (1) .....	\$3,500.00
4. Wet Pond storm structure trash rack (1) .....	\$1,000.00
5. Wet Pond Riser orifice attachment (1) .....	\$200.00
6. 60 LF – 18" O-Ring RCP outlet pipe - \$80.00/LF .....	\$4,800.00
7. Concrete cradle for 60 LF outlet pipe under pond berm - \$90/LF.....	\$5,400.00
8. Plants for vegetative shelf per the approved plan – 192 @ \$5.25 EA .....	\$1,008.00
9. Bermuda sod for embankment of wet pond – 6,100 SF @ \$1.10/SF .....	\$6,710.00
10. Seed and straw for other disturbed areas at wet pond .....	\$800.00
11. Mobilization cost .....	\$4,000.00
<b>TOTAL ESTIMATED CONSTRUCTION COST .....</b>	<b>\$59,118.00</b>
<b><u>STORMWATER REPLACEMENT FUND PAYMENT (33%) .....</u></b>	<b><u>\$19,508.94</u></b>

Please let us know if you have any questions.

Sincerely,

Tom Harrell  
 Project Designer  
 Bass, Nixon and Kennedy, Inc.

## Exhibit C

### Stormwater Operations and Maintenance Manual

NCDEQ Stormwater Design Manual



- (a) The maximum depth for the wet pond shall be 6 feet to ensure that the stormwater is in contact with the roots of the wetland plants.
- (b) Wetland mat material shall float, be durable, non-toxic, and capable of supporting plant life, allowing root growth freely through the bottom into the water column.
- (c) Floating mats shall be spaced evenly from bank to bank perpendicular to the flow. Floating mats shall be at least 10 feet away from the outlet structure to prevent clogging.
- (d) Vegetation shall be obligate wetland plants that are capable of developing thick root masses that hang two to three feet in the water column for optimal water interception.
- (e) Plants shall be installed at a density of one plant per 2 square feet. There shall be a minimum of 85% aerial coverage of plants on the mats.
- (f) Anchor cable shall be as long as the maximum depth of the pond. Stainless steel or durable plastic cables are recommended for connecting the FTW to a weighted anchor such as cinderblocks at the bottom of the pond). The anchor cable should be inspected annually.
- (g) Prior to installing FWIs, the wet pond should be inspected for invasive aquatic weeds so they can be removed. Planting material should be peat moss or potting soil (per manufacturer's recommendations) installed in pre-drilled holes in the floating mat material.
- (h) Fencing should be initially installed over the island to prevent geese & wildlife intrusion while plants are being established. Twine or deer fencing is recommended.

## Maintenance

Important operation and maintenance procedures:

1. Immediately after the wet pond is established, the plants on the vegetated shelf and perimeter of the basin will be watered twice weekly if needed, until the plants become established (commonly six weeks).
2. No portion of the wet pond will be fertilized after the first initial fertilization that is required to establish the plants on the vegetated shelf.
3. Stable groundcover will be maintained in the drainage area to reduce the sediment load to the wet pond.
4. If the pond must be drained for an emergency or to perform maintenance, the flushing of sediment through the emergency drain will be minimized as much as possible.
5. Once a year, a dam safety expert should inspect the embankment.
6. The measuring device used to determine the sediment elevation shall be such that it will give an accurate depth reading and not readily penetrate into accumulated sediments.



After the wet pond is established, it should be inspected quarterly and within 24 hours after every storm event greater than 1.0 inches (or 1.5 inches if in a Coastal County).. Records of operation and maintenance will be kept in a known set location and shall be available upon request.

Inspection activities shall be performed as follows. Any problems that are found shall be repaired immediately.

**Table 4: Sample Operation and Maintenance Provisions for Wet Ponds**

SCM element:	Potential problems:	How to remediate the problem:
The entire SCM	Trash/debris is present.	Remove the trash/debris.
The perimeter of the wet pond	Areas of bare soil and/or erosive gullies have formed.	Regrade the soil if necessary to remove the gully, plant ground cover and water until it is established. Provide lime and a one-time fertilizer application.
The inlet device	The inlet pipe is clogged (if applicable).	Unclog the pipe. Dispose of the sediment in a location where it will not cause impacts to streams or the SCM.
	The inlet pipe is cracked or otherwise damaged (if applicable).	Repair or replace the pipe.
	Erosion is occurring in the swale (if applicable).	Regrade the swale if necessary and provide erosion control devices such as reinforced turf matting or riprap to avoid future erosion problems.
The forebay	Sediment has accumulated to a depth greater than the original design depth for sediment storage.	Search for the source of the sediment and remedy the problem if possible. Remove the sediment and dispose of it in a location where it will not cause impacts to streams or the SCM.
	Erosion has occurred.	Provide additional erosion protection such as reinforced turf matting or riprap if needed to prevent future erosion problems.



	Weeds are present.	Remove the weeds, preferably by hand. If pesticide is used, wipe it on the plants rather than spraying.
The vegetated shelf	Best professional practices show that pruning is needed to maintain optimal plant health.	Prune according to best professional practices.
	Plants are 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 to establish the ground cover if a soil test indicates it is necessary.
	Weeds are present.	Remove the weeds, preferably by hand. If pesticide is used, wipe it on the plants rather than spraying.
The main treatment area	Sediment has accumulated to a depth greater than the original design sediment storage depth.	Search for the source of the sediment and remedy the problem if possible. Remove the sediment and dispose of it in a location where it will not cause impacts to streams or the SCM.
	Algal growth covers over 50% of the area.	Consult a professional to remove and control the algal growth.
	Cattails, phragmites or other invasive plants cover 50% of the basin surface.	Remove the plants by wiping them with pesticide (do not spray).
The embankment	Shrubs have started to grow on the embankment.	Remove shrubs immediately.
	Evidence of muskrat or beaver activity is present.	Consult a professional to remove muskrats or beavers and repair any holes or erosion.
	A tree has started to grow on the embankment.	Consult a dam safety specialist to remove the tree.



	An annual inspection by an appropriate professional shows that the embankment needs repair.	Make all needed repairs immediately.
The outlet device	Clogging has occurred.	Clean out the outlet device and dispose of any sediment in a location where it will not cause impacts to streams or the SCM
	The outlet device is damaged	Repair or replace the outlet device.
Floating wetland island (if applicable)	Weeds or volunteer trees are growing on the mat.	Remove the weeds or trees.
	The anchor cable is damaged, disconnected or missing.	Restore the anchor cable to its design state.
The receiving water	Erosion or other signs of damage have occurred at the outlet.	Repair the damage and improve the flow dissipation structure
	Discharges from the wet pond are causing erosion or sedimentation in the receiving water.	Contact the local NCDEQ Regional Office.

<https://www.bae.ncsu.edu/extension/ext-publications/water/protecting/sea-grant-stormwater-ponds-factsheet.pdf>

### Old Versus New Design Standards

The following is a summary of some of the changes in wet pond design standards between the archived version of the BMP Manual and the current MDC for wet ponds. It is intended to capture the highlights only; any wet pond MDC that are not captured in this table are still required per 15A NCAC 02H .1053.

	Old manual requirements	New MDC
Drawdown time for the design volume	2-5 days	2-5 days
Sizing	SA/DA tables	SA/DA tables or HRT method (designer's choice)
Vegetated shelf min width	10 feet	6 feet



Vegetated shelf max slope	10:1	6:1
Vegetated shelf location	Halfway above and halfway below the permanent pool	Flexible; can be entirely above or entirely beneath the permanent pool or partway; vegetated shelf plants should be adjusted accordingly
SHWT requirements	Permanent pool shall be within 6" of the SHWT (either above or below) or a liner shall be provided	No requirements regarding SHWT
LS-FS downslope of pond	Required	Not required
90% TSS pond design	Allowed to stand alone as an alternative to providing an 85% pond with a LS-FS	No longer relevant, SA/DA Tables are for the 85% pond. Also, SA/DA Tables pertain to sizing the main pool, with the forebay added later; that is why the values are 15% lower.
Minimum length to width ratio	1.5:1 with 3:1 recommended	Specific ratio not given; instead, inlet(s) and outlet shall be located to avoid short circuiting.
Forebay size	Forebay required to be 20% of the overall wet pond volume	Forebay required to be 15-20% of main pool volume
Forebay design	Not specified	Forebay should be deeper at the entrance, shallower at the exit.
Fountains	Table limiting pump power according to pond volume	Fountains allowed as long as they do not resuspend sediment or cause erosion around the perimeter of the pond.
Trash rack	Not required	Trash rack or other device to exclude trash from the outlet structure required.

## Exhibit D

### Annual Inspection Submittal Requirements



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](mailto: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*

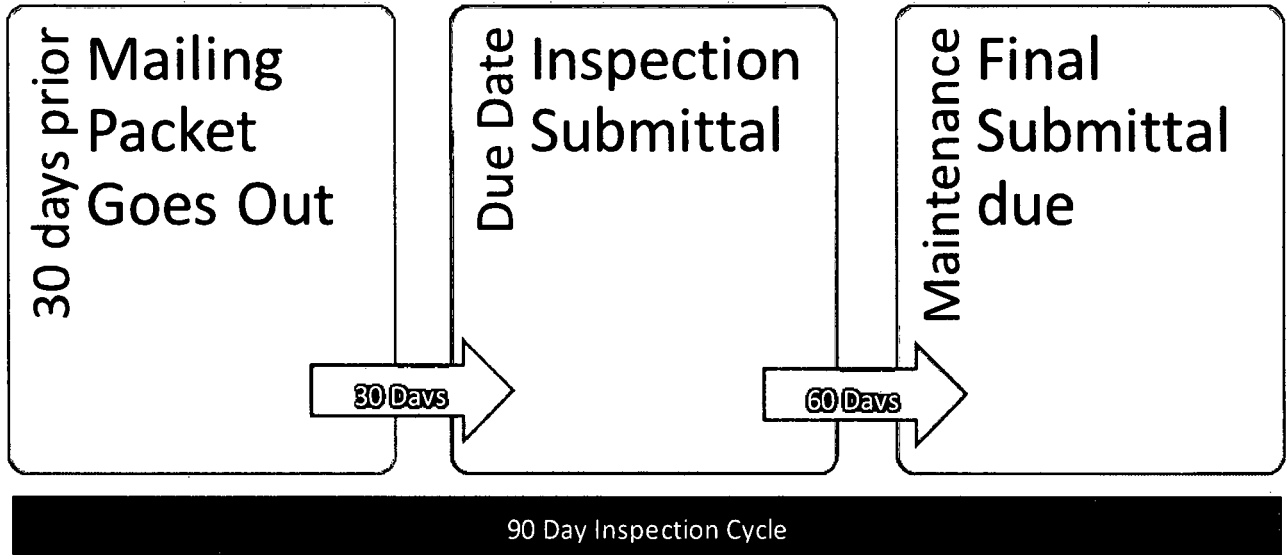
**Note #1: Inspections that are NOT IN COMPLIANCE** - The "Non-Compliant" box should be checked under item "C" on the Annual Structural SCM Inspection Report Cover Sheet. The failed inspection cover sheet along with the specific SCM inspection forms, summarizing required repairs, must be submitted to 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 E**  
**Inspection Schedule**



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

**This facility inspection will be due every year after certification.**

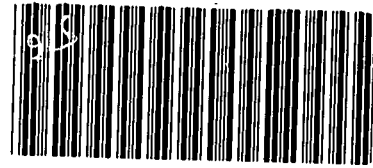
**Exhibit F**

**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.



BOOK:019285 PAGE:02031 - 02049



**Please retain yellow trailer page**

It is part of the recorded document and must be submitted with the original for re-recording.

**Tammy L. Brunner  
Register of Deeds**

Wake County Justice Center  
300 South Salisbury Street, Suite 1700  
Raleigh, NC 27601

New Time Stamp

\$25 Non-Standard Fee

Additional Document Fee

Additional Reference Fee

**This Customer Group**

\_\_\_\_\_ # of Excessive Entities

\_\_\_\_\_ # of Time Stamps Needed

**This Document**

\_\_\_\_\_ 19 # of Pages

*PSB*