

FILED
CUMBERLAND COUNTY NC
J. LEE WARREN, JR.
REGISTER OF DEEDS

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DJ

Prepared by: J. Duane Gilliam, Attorney at Law, 3340 Quarry Dr., Fayetteville, NC 28303
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STATE OF NORTH CAROLINA

 COUNTY OF CUMBERLAND

STORMWATER OPERATION AND
 MAINTENANCE AGREEMENT AND
 GRANT OF EASEMENT

THIS STORMWATER OPERATION AND MAINTENANCE AGREEMENT is made and entered into on this the 23rd day of April, 2010, pursuant to the "Stormwater Control Ordinance of Fayetteville, North Carolina", Sec. 23-20 through Sec. 23-49 of CHAPTER 23 of the Code of Ordinances of the City of Fayetteville, North Carolina (the "Stormwater Control Ordinance") by BROADWELL LAND COMPANY, a North Carolina corporation, P. O. Box 53587, Fayetteville, NC 28305-3587 (hereinafter known as the "Developer"); and LAKEDALE PROPERTY OWNERS' ASSOCIATION, INC., a North Carolina corporation, P. O. Box 53587, Fayetteville, NC 28305-3587 (hereinafter known as the "Property Owners' Association"); for the benefit of THE CITY OF FAYETTEVILLE, NORTH CAROLINA, 433 Hay Street, Fayetteville, NC 28301-5537 (the "City").

RECITALS:

- A. WHEREAS, the Developer wholly owns certain land lying within the city limits of the City of Fayetteville upon which Developer intends to construct improvements to be known as Lakedale Subdivision, Section 1 (the "Property"), which Lakedale Subdivision, Section 1 is a portion of the property conveyed to Broadwell Land Company by C C of Fayetteville, LLC, by a deed dated 05/12/2008, recorded in Book 7889, page 793, Cumberland County Registry; and
- B. WHEREAS, the development of the Property will require the construction of stormwater management facilities, including stormwater detention ponds and other stormwater control structures, as necessary, and in accordance with approved plans, specifications, and applicable manuals ("Stormwater Management System"), to serve the Property; and

C. WHEREAS, the Developer has applied to the City for approval of its stormwater design plan which will allow Developer to construct and maintain the Stormwater Management System; and

D. WHEREAS, the City desires to ensure that the Stormwater Management System is properly constructed, maintained and operated in accordance with the approved stormwater design plan, and all other applicable ordinance provisions, and requires the execution of this Agreement by Developer that will be binding upon all current and subsequent owners of the Property, portions of the Property, and lots or parcels served by the Stormwater Management Facility, as required by the Stormwater Control Ordinance; and

NOW, THEREFORE, in consideration of the benefits to be derived by the Developer in obtaining approval of its site development plan and subdivision plat approval for the developing of the Property, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Developer and Property Owners' Association do hereby agree as follows:

1. Generally. Developer shall construct the Stormwater Management System in accordance with the plans and specifications for the Stormwater Management System, as approved by the City, and shall thereafter operate and maintain the Stormwater Management System in accordance with the applicable plans and specifications, the latest version of the "Stormwater Best Management Practices Manual" as provided by the North Carolina Division of Water Quality "Stormwater Best Management Practices Manual"), as set forth in Form SW401 - Wet Basin Operation and Maintenance Agreement (consisting of 4 pages) executed and delivered by Developer to City and attached hereto as Exhibit A, and all other applicable law.

2. Operation of System and Transfer.

(a) The Lakedale Subdivision, Section 1 (the "Property") is a single-family residential subdivision as defined in Section 23-39(b) of the Stormwater Control Ordinance of Fayetteville, North Carolina.

(b) Developer shall have the primary responsibility for carrying out the provisions of this maintenance agreement for a period of one year from the date of the record drawing certification described in Section 23-37, or for a period of one year from the date the facility ceases to function as an erosion control measure and starts to function as a stormwater management facility, whichever is later. At the end of the one-year timeframe, the stormwater management facility shall be inspected as outlined in Section 23-41 in order to release the performance security.

(c) Once the stormwater management facility has passed inspection, the primary responsibility for carrying out the provisions of this maintenance agreement shall be transferred to Property Owners' Association.

(d) As required by Section 23-38 (b) (5), Developer, prior to the release of the installation performance secured as outlined in Section 23-41, shall pay into a maintenance fund used by City to maintain such facilities in the future an amount equal to 20 percent of the initial

construction cost of the stormwater management facilities related to detention ponds or other BMPs constructed to meet the requirements of ARTICLE III - STORMWATER CONTROL.

(e) Developer and Property Owners' Association pursuant to Section 23-38 (b) and Section 23-39 (a) apply for transfer of maintenance responsibilities for the structural stormwater management facility for this single-family detached residential development to the City as provided by Section 23-38 (b). Developer and Property Owners' Association pursuant to Section 23-39 (a) request that the functional maintenance responsibility be transferred to City once the stormwater maintenance facility has passed inspection. The Property Owners' Association shall still be responsible for routine maintenance such as mowing the grass and picking up litter.

3. Right to Construct and Maintain. If the Developer for any reason, or at any time, fails, within thirty (30) days after receiving written notice, to complete construction or maintain the Stormwater Control System as required by the Stormwater Best Management Practices Manual, section 23-46 and other portions of the Stormwater Control Ordinance or this Agreement, the City may complete such construction or conduct such maintenance, and the Developer hereby agrees to pay the City or other governmental authority all reasonable costs incurred thereby and all costs and/or penalties as provided by the Stormwater Control Ordinance.

4. Easement for Inspection, Construction and Maintenance. Developer hereby grants and conveys to the City, a non-exclusive easement or easements ("Easement") across the Property for entry in the event that the City engineer has reason to believe it has become necessary to inspect, monitor, maintain, repair, or reconstruct the Stormwater Management Facility; however, in no case shall this right of entry, of itself, confer an obligation on the City to assume responsibility for the Stormwater Management Facility.

Nothing herein contained shall be deemed a gift or dedication of any portion of the Property described herein to the general public or for any public use or purpose whatsoever, it being the intent of the parties that this easement shall be strictly limited to and for the purposes herein expressed and shall be solely for the benefit of the parties hereto, and their respective heirs, successors and assigns and successors in title to their respective properties.

5. Special Requirement for Property Owners' Association. The Developer and Property Owners' Association intend that the Developer will make the payment to the City as provided by Section 23-38 (b) (5), and that the functional maintenance responsibility of the completed Stormwater Management Facility will be transferred to City pursuant to Section 23-38 (a), and with the Property Owners' Association then remaining responsible for routine maintenance such as mowing the grass and picking up litter.

Since the stormwater management facilities are to be owned by the Property Owners' Association, the following additional provisions as required by Section 23-39 (b) are made a part of this agreement (to the extent that the provisions may apply notwithstanding that the functional maintenance is the responsibility of the City):

(a) The Property Owners' Association shall continuously operate and maintain the stormwater control and Stormwater Management Facilities.

- (b) Escrow account shall be established in the name of the Property Owners' Association, at such times and in such amounts as may be required by the Fayetteville City Code, as amended from time to time, to provide for sediment removal, structural, biological or vegetative replacement, major repair, or reconstruction of the Stormwater Management Facilities.
- (c) As required by Section 23-38 (b) (5), Developer, prior to the release of the installation performance secured as outlined in Section 23-41, shall pay into a maintenance fund used by City to maintain such facilities in the future an amount equal to 20 percent of the initial construction cost of the stormwater management facilities related to detention ponds or other BMPs constructed to meet the requirements of ARTICLE III - STORMWATER CONTROL. Otherwise, Developer will not make any contributions to fund any escrow account as set forth in subparagraph immediately above.
- (d) The cost of routine maintenance such as mowing the grass and picking up litter on the Stormwater Management Facility shall be provided in the annual budget and assessments of the Property Owners' Association.
- (e) The Property Owners' Association grants to the City a right of entry to inspect, monitor, maintain, repair, and reconstruct the Stormwater Management Facilities.
- (f) To the extent that the costs are not the responsibility of the City by its accepting functional maintenance responsibility of the structural stormwater maintenance facility pursuant to Section 23-38, the City is allowed to recover from the Property Owners' Association and its members any and all costs the city expends to maintain or repair the Stormwater Management Facilities or to correct any operational deficiencies. Failure to pay the City all of its expended costs, after 45 days' written notice, shall constitute a breach of this agreement. In case of a deficiency, the City shall thereafter be entitled to bring an action against the Property Owners' Association and its members to pay, or foreclose upon the lien hereby authorized by the agreement against the property used for the Stormwater Management Facilities, or both, in case of a deficiency. Interest, collection costs, and attorney fees shall be added to the recovery.
- (g) This agreement shall not obligate the City to maintain or repair any Stormwater Management Facilities other than as otherwise provided by the Fayetteville City Code, and the City shall not be liable to any person for the condition or operation of the Stormwater Management Facilities.
- (h) This agreement shall not in any way diminish, limit, or restrict the right of the City to enforce any of its ordinances as authorized by law.
- (i) The Property Owners' Association agrees to indemnify and to hold harmless the City for any costs and injuries arising from or related to the Stormwater Management Facility (unless the City has agreed in writing to assume the

maintenance responsibility for the Stormwater Management Facility and has accepted dedication of any and all rights necessary to carry out that maintenance).

6. Agreement Recordation and Indications On Plat. All current and subsequent owners of the Property, portions of the Property, and lots or parcels served by the Stormwater Management Facility, shall be subject to the terms of this Agreement that they will construct and maintain the Stormwater Management System in conformance with this Agreement, with this Agreement when recorded being a covenant running with the land. This Agreement shall be referenced on the final plat(s) and shall be recorded with the Cumberland County Register of Deeds upon final plat approval.

7. Notice. Any notice which any party hereto may send to the other pertaining to this Agreement shall be in writing and shall be considered delivered when deposited in the United States mail, certified with postage prepaid. The addresses are as stated below:

City of Fayetteville
City Engineer
City Engineering and Infrastructure Dept.
433 Hay Street
Fayetteville, NC 28301-5537

Broadwell Land Company
P. O. Box 53587
Fayetteville, NC 28305-3587

Lakedale Property
Owners' Association, Inc.
P. O. Box 53587
Fayetteville, NC 28305-3587

8. Modification and Amendment. This Agreement may only be amended by a written agreement signed by City, the Developer and the Property Owners' Association, or their respective successors and assigns. This Agreement contains the entire agreement between the parties. There is merged herein all prior and collateral representations, promises, and conditions in connection with the subject matter hereof. Any representation, promise or condition not incorporated herein shall not be binding upon either party.

9. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order will in no way affect any other provisions; which shall remain in full force and effect.

10. Beneficiaries of this Agreement. The City is the governmental authority which has jurisdiction over Stormwater Management Plan approval, and shall be deemed to be a beneficiary of this Agreement, both in its own right, and also for the purpose of protecting the interests of the community and other parties, public, or private, in whose favor, or for whose benefit, this Agreement has been provided. This Agreement shall run in favor of the City for the entire period during which this Agreement shall be in force and in effect without regard to whether the City has at any time been, remains, or is an owner of the Property or any portion thereof. The City shall have the right, in the event of any breach of this Agreement, following notice and a reasonable period to cure, to exercise all the rights and remedies and to maintain any action or suits at law or in equity or other proper proceedings to enforce the curing of such breach of this Agreement to which it may be entitled.

11. Headings and Captions. The headings and captions used in this Agreement are used for convenience only and shall not be deemed to limit, amplify or modify the terms of this Agreement.

12. Governing Law. This Agreement shall be construed in accordance with the laws of the State of North Carolina.

13. Binding Effect. The parties agree that the terms and provisions of this Agreement shall be binding upon, and inure to the benefit of, the parties, their heirs, executors, administrators, successors in interest and assigns, and all current and subsequent owners of the Property, portions of the Property, and lots or parcels served by the Stormwater Management Facility.

14. Recording. A copy of this Agreement and any modification thereof, shall be filed with the Cumberland County Register of Deeds and in the office of the City engineer.

TO HAVE AND TO HOLD the aforesaid Easement and all privileges and appurtenances thereunto belonging to the City, and its successors and assigns. Developer covenants that it is seized of the aforesaid Property in fee, has the right to convey the easements hereby granted, that the same are free from encumbrances, and that it will warrant and defend said title to said easements against the claims of all persons whomsoever.

IN WITNESS WHEREOF, Developer and Property Owners' Association have executed this Agreement the day and year first above written.

(Corporate Seal)

BROADWELL LAND COMPANY

By: *Dohn B. Broadwell, Jr.*
Dohn B. Broadwell, Jr., President

LAKEDALE PROPERTY OWNERS' ASSOCIATION, INC.

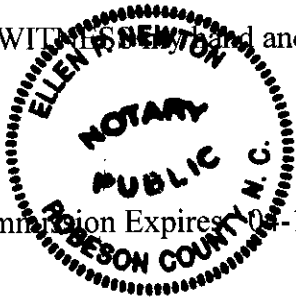
By: *Dohn B. Broadwell, Jr.*
Dohn B. Broadwell, Jr., President

NORTH CAROLINA
CUMBERLAND COUNTY

I, a Notary public of North Carolina, certify that Dohn B. Broadwell, Jr. (who is personally known to me) personally came before me this day and acknowledged that he is

President of BROADWELL LAND COMPANY, a corporation, and that he as President, being authorized to do so, executed the foregoing on behalf of the corporation.

WITNESS my hand and official seal, this 23rd day of April, 2010.



Ellen P. Newton
(Signature of Notary Public)
Ellen P. Newton
Notary Public

My Commission Expires: 04-19-2011

(N.P. SEAL)

NORTH CAROLINA
CUMBERLAND COUNTY

I, a Notary public of North Carolina, certify that Dohn B. Broadwell, Jr. (who is personally known to me) personally came before me this day and acknowledged that he is President of LAKEDALE PROPERTY OWNERS' ASSOCIATION, INC., a corporation, and that he as President, being authorized to do so, executed the foregoing on behalf of the corporation.

WITNESS my hand and official seal, this 23rd day of April, 2010.



Ellen P. Newton
(Signature of Notary Public)
Ellen P. Newton
Notary Public

My Commission Expires: 04-19-2011

(N.P. SEAL)

Wet Detention Basin Operation and Maintenance Agreement

I will keep a maintenance record on this BMP. This maintenance record will be kept in a log in a known set location. Any deficient BMP elements noted in the inspection will be corrected, repaired or replaced immediately. These deficiencies can affect the integrity of structures, safety of the public, and the removal efficiency of the BMP.

The wet detention basin system is defined as the wet detention basin, pretreatment including forebays and the vegetated filter if one is provided.

This system (check one):

does does not incorporate a vegetated filter at the outlet.

This system (check one):

does does not incorporate pretreatment other than a forebay.

Important maintenance procedures:

- Immediately after the wet detention basin is established, the plants on the vegetated shelf and perimeter of the basin should be watered twice weekly if needed, until the plants become established (commonly six weeks).
- No portion of the wet detention pond should be fertilized after the first initial fertilization that is required to establish the plants on the vegetated shelf.
- Stable groundcover should be maintained in the drainage area to reduce the sediment load to the wet detention basin.
- If the basin must be drained for an emergency or to perform maintenance, the flushing of sediment through the emergency drain should be minimized to the maximum extent practical.
- Once a year, a dam safety expert should inspect the embankment.

After the wet detention pond is established, it should be inspected **once a month 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 should be kept in a known set location and must be available upon request.

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

BMP element:	Potential problem:	How I will remediate the problem:
The entire BMP	Trash/debris is present.	Remove the trash/debris.
The perimeter of the wet detention basin	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.
	Vegetation is too short or too long.	Maintain vegetation at a height of approximately six inches.

BMP element:	Potential problem:	How I will remediate the problem:
The inlet device: pipe or swale	The pipe is clogged.	Unclog the pipe. Dispose of the sediment off-site.
	The pipe is cracked or otherwise damaged.	Replace the pipe.
	Erosion is occurring in the swale.	Regrade the swale if necessary to smooth it over and provide erosion control devices such as reinforced turf matting or riprap to avoid future problems with erosion.
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 BMP.
	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 BMP.
	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).

BK08388 PGO160

Permit Number: _____
(to be provided by DWQ)
Drainage Area Number: _____

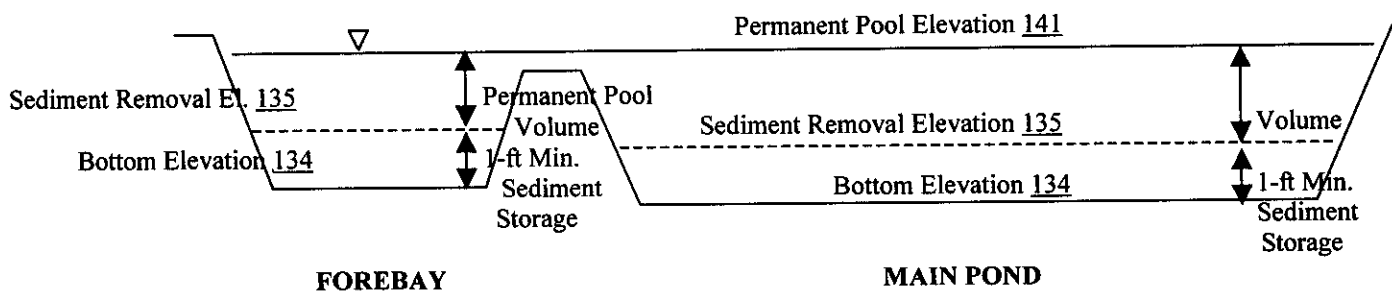
BMP element:	Potential problem:	How I will remediate the problem:
The embankment	Shrubs have started to grow on the embankment.	Remove shrubs immediately.
	Evidence of muskrat or beaver activity is present.	Use traps to remove muskrats and consult a professional to remove beavers.
	A tree has started 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. (if applicable)	Make all needed repairs.
The outlet device	Clogging has occurred.	Clean out the outlet device. Dispose of the sediment off-site.
	The outlet device is damaged	Repair or replace the outlet device.
The receiving water	Erosion or other signs of damage have occurred at the outlet.	Contact the local NC Division of Water Quality Regional Office, or the 401 Oversight Unit at 919-733-1786.

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.

When the permanent pool depth reads 135 feet in the main pond, the sediment shall be removed.

When the permanent pool depth reads 135 feet in the forebay, the sediment shall be removed.

BASIN DIAGRAM
(fill in the blanks)



BK08388 PGO161

Permit Number: _____
(to be provided by DWQ)

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

Project name: Lakedale Subdivision Section One

BMP drainage area number: 1

Print name: Dohn Broadwell, Jr.

Title: President - Broadwell Land Company

Address: PO Box 53587, Fayetteville, NC 28305

Phone: 910-484-5193

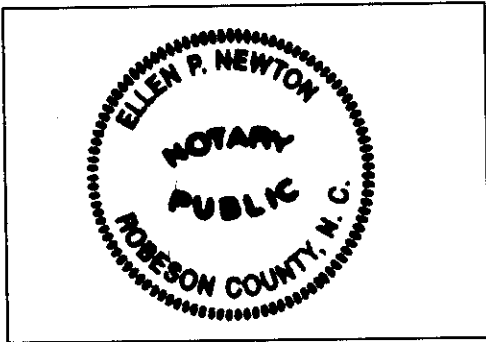
Signature: *Dohn B. Broadwell, Jr.*

Date: 04/23/10

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

I, Ellen P. Newton, a Notary Public for the State of North Carolina, County of Robeson, do hereby certify that Dohn B. Broadwell, Jr. personally appeared before me this 23rd day of April, 2010, and acknowledge the due execution of the forgoing wet detention basin maintenance requirements. Witness my hand and official seal,

Ellen P. Newton



SEAL

My commission expires 04-19-2011

LAKEDALE SUBDIVISION
SECTION ONE
Off Coffman Drive
Fayetteville, NC

MAINTENANCE AND OPERATION PLAN
EXHIBIT "D"

April 20, 2010

This Maintenance and Operation Plan is intended to assist the Owners and Operators of designed wet detention ponds in their regular and routine maintenance, operation and inspection activities. All structures of this type require periodic inspections and maintenance to insure their safe and effective operation. Wet detention ponds must be properly maintained to prevent future malfunction and to enhance the aesthetics of the pond area. It is the intent of the Developer to design the Wet Detention Basin to meet City of Fayetteville requirements so that heavy maintenance of the basin can be handled by the City, and light maintenance can be completed by Lakedale Homeowners Association for the life of the basin. The following guidelines should be used to form the basis for the maintenance and operation of any conventional detention pond design:

Heavy maintenance would include things like riser, barrel and trash rack repair, erosion control problems on and around the pond, pumping water down in the permanent pool area and sediment removal as needed.

Light maintenance would include mowing around basin, grassing as needed, removing any trash from basin as needed, and the inspection of the basin and notifying the City of any problems that may arise.

1.) Routine Maintenance of Embankments

All areas around the pond including side slopes and embankments require continual maintenance of vegetative cover. All grass and vegetation associated with the detention pond shall be mowed at least once a month during the growing season and maintained at regular intervals during non-growing times of the year. All vegetation associated with the pond shall be properly maintained and supplemented when necessary in order to insure that there is an established, stable and non-erodible surface around the pond.

2.) Erosion Control

Any area susceptible to erosion should be protected with a sturdy vegetated surface. If an area of erosion develops, prompt repair of the area should be made to insure that more serious damage does not occur. Not only should these areas be repaired, but an investigation should be made to determine the cause and address ways to prevent a re-occurrence of the problem.

3.) Debris, Litter and Sediment Removal

Litter and other debris that collect within the pond and its perimeter should be cleaned out at least once a month to insure that there is not a potential problem for the operational efficiency of the outflow structure. A buildup of litter and other debris on the outlet structure could significantly reduce the outflow capacity of the outlet structure, which could result in overtopping of the embankment and damage to adjacent structures. Any large debris that makes its way into the pond should be removed immediately upon being identified. In removing debris from the pond though, adequate safety measures should be in place to insure that no personnel involved in the cleanup are put in danger trying to reach debris floating in the pond. Sediment deposits in the pond should be cleaned out periodically to insure that the pond dewatering rates remain constant and the outlet structures do not become clogged. The pond should be drained on a yearly basis while construction activities in the watershed are ongoing to allow for the measurement of the amount of sediment that has been deposited in the pond and forebay. Once the watershed has built out, the pond will need to be drained and checked every two years for sediment buildup. Gauge stakes shall be placed in the main pond and forebay with half-foot increments marked on them that will allow for the easy assessment as to how much sediment has entered the pond. The stakes should extend at least 1.5' above the normal wet pond elevation, and placed in a location that can be viewed easily for sediment measurement. Once the sediment has built up to a depth of 1' from the original pond bottom elevation in either the forebay or the main pond, then the sediment shall be removed by suitable means and disposed of in a designated area.

4.) Nuisance Control

The pond embankments should be inspected periodically to insure that there are not rodents or other burrowing animals that could cause problems with the pond or surrounding area. If rodents are found, then appropriate methods for removing them and their burrows from the pond should be taken. If the burrows are extensive enough to warrant repair, then a North Carolina registered Professional Engineer should be consulted to insure that the repairs are sufficient to secure the stability of the embankment area.

Another nuisance problem can come from insects. The pond are should be treated periodically, at least once a year, to keep insect infestations to a minimum. If a problem persist, then additional actions may become necessary. This action should be taken on both waterborne and

landbased insects that could use the pond area as a breeding ground. In some cases, it may be effective to stock the wet pond with a suitable type of fish or other aquatic plants and animals that are used to minimize insect problems.

5.) Maintenance of Outlet Structures

The wet pond riser/barrel structure should be inspected on a yearly basis to insure that it is working properly. This inspection should include a check to make sure that the drawdown holes and trash rack are clear of debris and other trash that could impede an effective flow of water from the pond. The small size of the drawdown holes make them quite susceptible to clogs, and these should be checked on a regular basis to insure that they are operating. Other items that should be reviewed include the sluice gate, which should be opened and closed on a regularly planned basis to make sure all equipment is working properly, and the outlet pipe, to make sure that there are no leaking joints of pipe. The outlet pipe also needs to be checked to make sure that there is no build up of trash, debris or silt that would impede the flow from the pond. It may be necessary from time to time to open the sluice gate on the riser and lower the water level in the pond in order to check the anti-flotation block and riser/barrel connections. This type of inspection should be done with a North Carolina registered Professional Engineer so that the structure can be thoroughly analyzed and cleared for operation. Any deficiencies found during this type of inspection should be repaired as soon as possible to insure that the detention pond structure fulfills its primary function of separating pollutants and sediments from storm runoff. The emergency weir should be reviewed on a regular basis similar to the embankments to insure that the area is adequately vegetated to prevent erosion in case of usage.

6.) Inspections

The pond should be inspected at least twice a year by the Owner/Operator, and at least once a year by a North Carolina Registered Professional Engineer. The Owner or Agent shall keep documentation on all inspections, maintenance, nuisance control operations and any other pertinent information concerning the detention pond. This information should be kept in an assessable location for reference by local Governmental Officials or any other personnel involved in the inspection of the detention pond. Any complaints concerning the pond, and measures addressed to correct the complaints where applicable should also be kept at part of the documentation.

7.) Emergency Management

In some unusual situations, it may be necessary to take emergency actions due to an embankment or structural failure. In such cases, the following Emergency Agencies/Companies should be notified:

- | | | |
|----|---|----------|
| A. | City of Fayetteville | 911 |
| B. | NCDENR (Regional Office) | 486-1541 |
| C. | City of Fayetteville Engineer | 433-1656 |
| D. | City of Fayetteville Inspections Department | 433-1707 |
| E. | PWC of Fayetteville | 483-1401 |
| F. | NC DOT | 486-1493 |
| G. | Others | |

8.) Landscaping and Grounds Maintenance and Control

The Owner/Operator of the detention pond is responsible for providing proper maintenance of the areas in and around the detention pond facility. This includes the proper control of vegetative growth in and around the embankments of the pond. In no case, shall trees be allowed to grow in the pond, on the banks, or along the access and maintenance corridors around the facility. The area shall be grassed with a suitable blend of grasses that provides effective groundcover and bank stabilization. Any bare areas on the banks of the pond should be grassed and mulched as soon as possible after being identified. If the area persists, then other measures may be necessary to allow for the germination of adequate ground cover. All vegetative growth shall be inspected to insure that it does not interfere with the stability or operation of the detention pond, and if any growth does present a problem, then it should be removed as soon as possible.

9.) Notification of Repairs

Except for routine general maintenance activities, the Owner/Operator shall notify the City Engineer at 433-1656 prior to any repairs or reconstruction of the stormwater control structure. Any repairs and improvements shall be consistent with the approved plans and specifications submitted for the applicable structure. Any repairs or improvements shall also be in keeping with the operation and maintenance plan for the stormwater structure.

Any major modifications or amendments to the stormwater control structure or the maintenance plan will have to be approved by the City Engineer.

Any repairs resulting from a failure of the structure shall be made with the review of a North Carolina Registered Professional Engineer. Depending upon the nature of the failure, the types of repairs that will be needed will vary.

CONCLUSION

The calculations and supporting information presented within this submittal confirm that the detention ponds proposed to serve the Lakedale Subdivision will meet or exceed the design requirements set forth in Chapter 23, Stormwater Management Ordinance of the City of Fayetteville Code of Ordinances. The pond is designed to pick up and account for the majority of the drainage runoff that would be generated on the site from the streets, sidewalks, driveways, homes and other incidental construction anticipated in the Lakedale Subdivision.

The detention pond will be provided with maintenance access from the dedicated street within the subdivision. The pond is situated in a location that affords easy access from the adjoining street, and a dedicated access easement will therefore not be required. The ponds will be located on lots dedicated as common area, with necessary homeowner's documents being recorded at the time of final plat submission. The pond will be fenced to insure safety and minimize the potential for disturbance of the pond area.

BK10050 PG0151

FILED
CUMBERLAND COUNTY NC
J. LEE WARREN, JR.
REGISTER OF DEEDS

FILED Mar 07, 2017
AT 02:58:19 pm
BOOK 10050
START PAGE 0151
END PAGE 0165
INSTRUMENT # 07353
RECORDING \$51.00
EXCISE TAX (None)

AH

Prepared by/ ~~Mel~~ after recording to:
City Attorney's Office
c/o City of Fayetteville
433 Hay Street
Fayetteville, NC 28301

Return: Morrison, Kizer & Reitzel, Inc.

Parcel ID #: 0426-84-1884

**DECLARATION OF COVENANTS
INSPECTION/MAINTENANCE OF STORMWATER
MANAGEMENT FACILITY, TRANSFER OF MAINTENANCE RESPONSIBILITIES**

THIS DECLARATION (this "Declaration"), made this 20 day of February, 20 , between BROADWELL LAND COMPANY, hereinafter referred to as the "Covenantor," owner(s) of the following property: LAKEDALE SECTION 2-1, (the "Property"), and the City of Fayetteville, North Carolina, hereinafter referred to as the "City".

WITNESSETH:

The Covenantor, with full authority to execute deeds, mortgages, other covenants, and all rights, titles and interest in the property described above, does hereby covenant with the City as follows:

1. In accordance with Section 23-38 of the City of Fayetteville Stormwater Management Ordinance (the "Stormwater Ordinance"), the City shall accept functional maintenance responsibility of structural structural stormwater management facilities (the "stormwater management facility or facilities", or the "BMP or BMP(s)") that are installed following a warranty period of one (1) year from the date of record-drawing certification described in Section 23-37 of the Stormwater Ordinance, or from the date the facility ceases to

function as an erosion control measure and starts to function as a stormwater management facility, whichever is later, provided the stormwater management facility:

- (1) Only serves a single-family detached residential development or townhomes all of which have public street frontage, which Covenantor intends to develop upon all the Property;
- (2) Is satisfactorily maintained during the one-year warranty period by the Covenantor;
- (3) Meets all the requirements of the Stormwater Ordinance;
- (4) Includes adequate and perpetual access and sufficient area, by easement or otherwise, for inspection, maintenance repair, or reconstruction; and
- (5) Prior to the release of the installation performance guarantee as outlined in Section 23-41(b), the Covenantor shall pay into a City maintenance fund used to maintain such facilities in the future an amount equal to 20 percent of the initial construction cost of the stormwater management facilities related to detention ponds or other BMPs constructed to meet the requirements of the Stormwater Ordinance, said 20 percent amount equaling \$26,043.60.

The City engineer must receive an application for transfer of maintenance responsibilities for the structural stormwater management facility along with the stormwater design plan submittal.

2. The Covenantor must maintain the easement area(s) (the "Easement Area(s)") as referenced on the plat of the Property (the "Final Plat") as shown on **Exhibit A** attached hereto and incorporated herein by reference, by providing trash removal, grass cutting, and landscaping on the Property and performing other nonfunctional maintenance, as described in the maintenance plan (the "Maintenance Plan" or the "Plan") as shown on **Exhibit B** attached hereto and incorporated herein by reference. Therefore, the Covenantor shall develop and attach to this Declaration for recording at the Cumberland County Register of Deeds Office a Maintenance Plan that has been reviewed and approved by the City of Fayetteville or its designee. This Maintenance Plan shall describe the nonfunctional maintenance practices to be performed for the above referenced stormwater management facility and include a schedule for implementation of these practices. The Plan shall specify the name, mailing address and phone number of the party responsible for the fulfillment of the Maintenance Plan.
3. The City must provide routine inspection and structural maintenance for the BMP(s) as needed to ensure that the BMP(s) remain(s) in proper working condition in accordance with approved design standards. The City shall undertake all reasonable measures to return the Easement Area(s) to its original condition whenever the City undertakes repairs and maintenance in accordance with this Declaration.

4. The Covenantor must provide and maintain perpetual access from public rights-of-way to the BMP(s) for the City, its agents and its contractors.
5. The Covenantor must grant the City, its agents and its contractors a right of entry to the BMP(s) for the purpose of inspecting, operating, monitoring, installing, constructing, reconstructing, modifying, altering or repairing the BMP(s).
6. Except in the case of an emergency, the City shall provide not less than seven (7) days prior notice to the Covenantor before performing any structural maintenance or repair of the BMP(s) in accordance with this Covenant. The City shall also notify the Covenantor after completing the maintenance or repair work specified in the notice.
7. If, after reasonable notice by the City, the Covenantor fails to maintain the Easement Area(s) in accordance with this Covenant, the City may perform any nonfunctional maintenance needed to correct a condition that impacts the effectiveness of routine structural maintenance and collect any costs incurred as a result from each owner of the BMP(s) and in the same manner as real property taxes are collected. In addition, the City may seek reimbursement under any other method legally available to collect debts owed to the City.
8. The Covenantor agrees to indemnify and save the City harmless, including the City's elected officials, employees, agents, successors, and assigns, from any and all liability and any and all claims for any personal injury or property damage arising from maintenance of the Easement Area(s) in accordance with this Covenant.
9. Upon Covenantor's transfer of title of the BMP(s) to the applicable homeowners association for the single-family residential development (the "Association"), as evidenced by a recorded warranty deed from the Covenantor to the Association recorded with the Cumberland County Register of Deeds Office of Cumberland County, North Carolina, then the Covenantor shall be automatically released from all obligations hereunder, and such obligation shall be automatically assumed by the Association. The Covenantor agrees to promptly notify the City when the Covenantor legally transfers title to the BMP(s) to the Association, and shall include a copy of the recorded warranty deed from Covenantor to the Association with such notice.
10. The covenants contained herein shall run with the land and shall bind the City, the Covenantor and the Covenantor's successors and assignees, and shall bind all present and subsequent owners of property served by the BMP(s).
11. This Covenant shall be recorded in the Cumberland County Register of Deeds Office of Cumberland County, North Carolina.
12. This Covenant runs to the benefit of the City and may not be released or modified except by written consent of the City.

[Remainder of This Page Intentionally Left Blank; Signature Page Attached Hereto]

IN WITNESS WHEREOF, the Covenantor and the City have executed this Declaration of Covenants on the date first above written.

ATTEST:

FOR THE COVENANTOR(S)

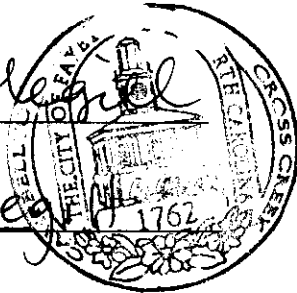
James B. Rose
Signature
JAMES B. ROSE
Printed Name

John B. Broadwell, Jr.
Signature
John B. Broadwell, Jr.
Printed Name

PRESIDENT
Title

CITY OF FAYETTEVILLE, NORTH CAROLINA

Pamela Meigs
Signature
Pamela Meigs
Printed Name
City Clerk



Douglas J. Hewett
Signature
Douglas J. Hewett
Printed Name
City Manager

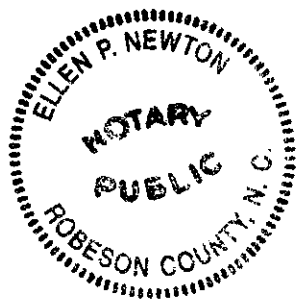
(Jurats follow)

STATE OF North Carolina
COUNTY OF Cumberland

: ss 17 EPN

I hereby certify that on this 20th day of February, 2016, before the subscriber, a Notary Public of the State of North Carolina, and for the County of Robeson, personally appeared John B. Broadwell, Jr., known to me (or satisfactorily proven) to be the person(s) described in the foregoing instrument, who did acknowledge that (he)(she)(they), having been properly authorized, executed the same in the capacity therein stated and for the purposes therein contained.

IN TESTIMONY WHEREOF, I have affixed my hand and official seal.



Ellen P. Newton
NOTARY PUBLIC

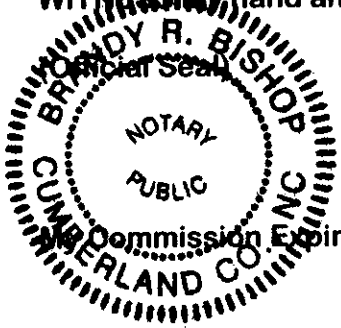
My Commission Expires 05-16-2021

(N.P. SEAL)

**STATE OF NORTH CAROLINA
COUNTY OF CUMBERLAND**

I, Brandy R. Bishop, a Notary Public of Cumberland County, North Carolina, do hereby certify that PAMELA MEGILL personally appeared before me this day and acknowledged that she is the CITY CLERK for the CITY OF FAYETTEVILLE, a North Carolina Municipal Corporation, and that by authority duly given and as the act of the CITY OF FAYETTEVILLE, the foregoing instrument was signed in its name by its City Manager, sealed with its corporate seal and attested by Pamela Megill as its City Clerk.

WITNESS my hand and Notarial Seal this the 24th day of February, 2017.



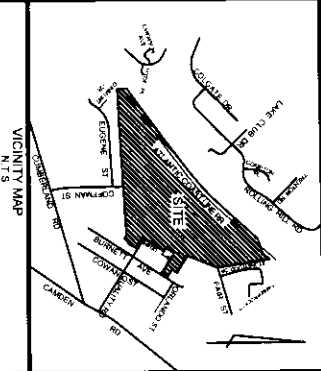
(N.P. SEAL)

Brandy R. Bishop
NOTARY PUBLIC

My Commission Expires: 4-12-2019

EXHIBIT A

[Describe Plat and Easement Area(s)]



THIS MAP IS A PRELIMINARY DEVELOPMENT MAP. IT IS NOT TO BE USED FOR CONVEYANCE OF ANY INTEREST IN REAL ESTATE. THE INFORMATION CONTAINED HEREIN IS FOR INFORMATIONAL PURPOSES ONLY. THE DESIGNER ASSUMES NO LIABILITY FOR ANY ERRORS OR OMISSIONS. THE USER OF THIS MAP SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.

STATE OF NORTH CAROLINA
COUNTY OF CUMBERLAND
I, the undersigned, being duly qualified and sworn, do hereby certify that the map or plan is a true and correct copy of the original as filed in my office.

STATE OF NORTH CAROLINA
COUNTY OF CUMBERLAND
I, the undersigned, being duly qualified and sworn, do hereby certify that the map or plan is a true and correct copy of the original as filed in my office.

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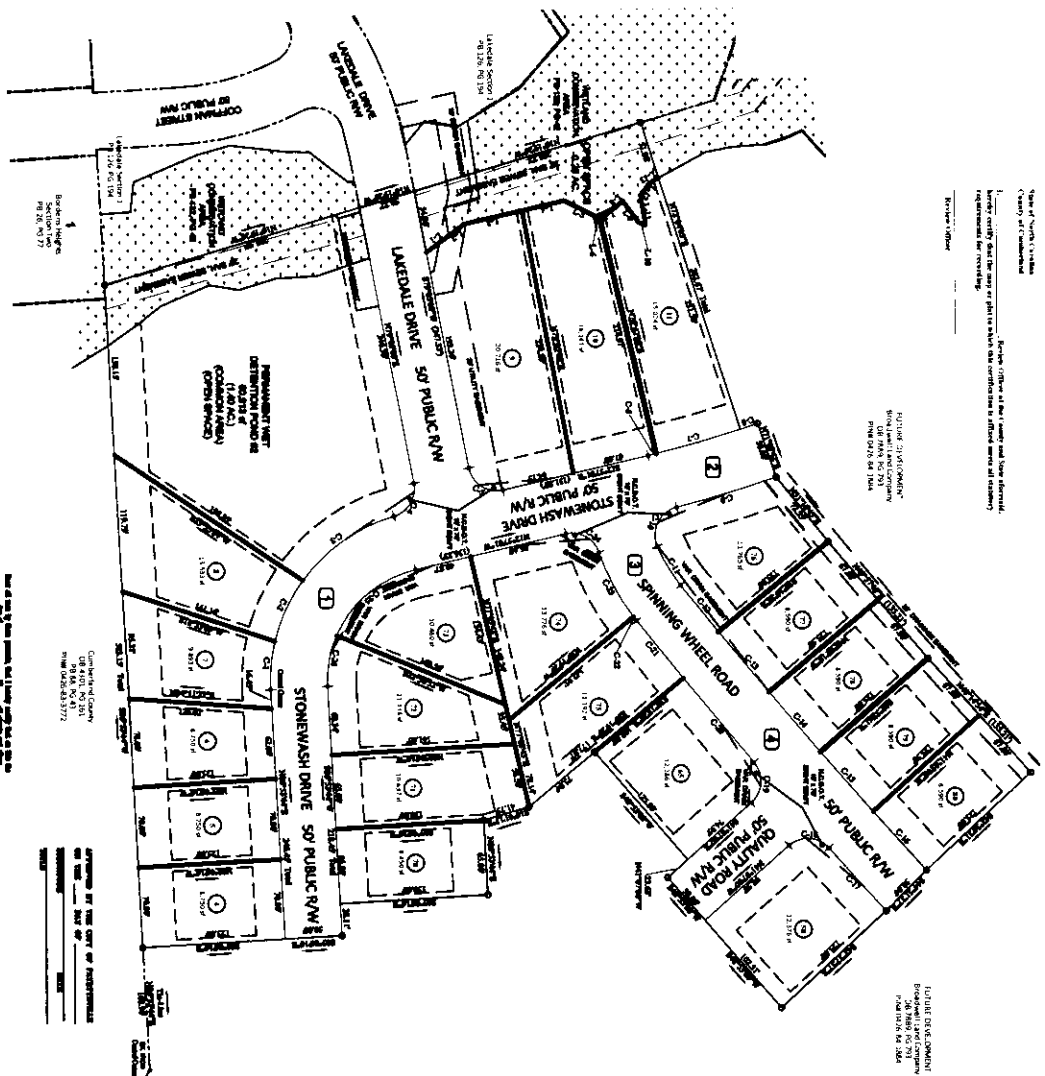
CURVE DATA

LINE NO.	STATION	CHORD BEARING	CHORD DIST.	ARC BEARING	ARC DIST.	PI POINT	PC POINT	PT POINT
1	1+00.00	N 89° 58' 36" W	118.75	180.00	118.75	1+118.75	1+00.00	1+118.75
2	1+118.75	S 89° 58' 36" E	118.75	180.00	118.75	1+237.50	1+118.75	1+237.50
3	1+237.50	N 89° 58' 36" W	118.75	180.00	118.75	1+356.25	1+237.50	1+356.25
4	1+356.25	S 89° 58' 36" E	118.75	180.00	118.75	1+475.00	1+356.25	1+475.00
5	1+475.00	N 89° 58' 36" W	118.75	180.00	118.75	1+593.75	1+475.00	1+593.75
6	1+593.75	S 89° 58' 36" E	118.75	180.00	118.75	1+712.50	1+593.75	1+712.50
7	1+712.50	N 89° 58' 36" W	118.75	180.00	118.75	1+831.25	1+712.50	1+831.25
8	1+831.25	S 89° 58' 36" E	118.75	180.00	118.75	1+950.00	1+831.25	1+950.00
9	1+950.00	N 89° 58' 36" W	118.75	180.00	118.75	1+1068.75	1+950.00	1+1068.75
10	1+1068.75	S 89° 58' 36" E	118.75	180.00	118.75	1+1287.50	1+1068.75	1+1287.50
11	1+1287.50	N 89° 58' 36" W	118.75	180.00	118.75	1+1406.25	1+1287.50	1+1406.25
12	1+1406.25	S 89° 58' 36" E	118.75	180.00	118.75	1+1625.00	1+1406.25	1+1625.00
13	1+1625.00	N 89° 58' 36" W	118.75	180.00	118.75	1+1743.75	1+1625.00	1+1743.75
14	1+1743.75	S 89° 58' 36" E	118.75	180.00	118.75	1+1962.50	1+1743.75	1+1962.50
15	1+1962.50	N 89° 58' 36" W	118.75	180.00	118.75	1+2181.25	1+1962.50	1+2181.25
16	1+2181.25	S 89° 58' 36" E	118.75	180.00	118.75	1+2300.00	1+2181.25	1+2300.00
17	1+2300.00	N 89° 58' 36" W	118.75	180.00	118.75	1+2418.75	1+2300.00	1+2418.75
18	1+2418.75	S 89° 58' 36" E	118.75	180.00	118.75	1+2637.50	1+2418.75	1+2637.50
19	1+2637.50	N 89° 58' 36" W	118.75	180.00	118.75	1+2756.25	1+2637.50	1+2756.25
20	1+2756.25	S 89° 58' 36" E	118.75	180.00	118.75	1+2975.00	1+2756.25	1+2975.00
21	1+2975.00	N 89° 58' 36" W	118.75	180.00	118.75	1+3093.75	1+2975.00	1+3093.75
22	1+3093.75	S 89° 58' 36" E	118.75	180.00	118.75	1+3312.50	1+3093.75	1+3312.50
23	1+3312.50	N 89° 58' 36" W	118.75	180.00	118.75	1+3431.25	1+3312.50	1+3431.25
24	1+3431.25	S 89° 58' 36" E	118.75	180.00	118.75	1+3650.00	1+3431.25	1+3650.00
25	1+3650.00	N 89° 58' 36" W	118.75	180.00	118.75	1+3768.75	1+3650.00	1+3768.75
26	1+3768.75	S 89° 58' 36" E	118.75	180.00	118.75	1+3987.50	1+3768.75	1+3987.50
27	1+3987.50	N 89° 58' 36" W	118.75	180.00	118.75	1+4106.25	1+3987.50	1+4106.25
28	1+4106.25	S 89° 58' 36" E	118.75	180.00	118.75	1+4325.00	1+4106.25	1+4325.00
29	1+4325.00	N 89° 58' 36" W	118.75	180.00	118.75	1+4443.75	1+4325.00	1+4443.75
30	1+4443.75	S 89° 58' 36" E	118.75	180.00	118.75	1+4662.50	1+4443.75	1+4662.50
31	1+4662.50	N 89° 58' 36" W	118.75	180.00	118.75	1+4781.25	1+4662.50	1+4781.25
32	1+4781.25	S 89° 58' 36" E	118.75	180.00	118.75	1+5000.00	1+4781.25	1+5000.00

- LEGEND**
- PROPERTY BOUNDARIES
 - LINE AND CURVE DATA
 - EASEMENT LINE
 - SETBACK LINE
 - ADJACENT PROPERTY
 - EXISTING BUILDING
 - EXISTING ROAD STRIKE
 - PC - POINT OF CURVATURE
 - PT - POINT OF TANGENCY

LINE TABLE

LINE NO.	STATION	CHORD BEARING	CHORD DIST.	ARC BEARING	ARC DIST.	PI POINT	PC POINT	PT POINT
1	1+00.00	N 89° 58' 36" W	118.75	180.00	118.75	1+118.75	1+00.00	1+118.75
2	1+118.75	S 89° 58' 36" E	118.75	180.00	118.75	1+237.50	1+118.75	1+237.50
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32	1+4781.25	S 89° 58' 36" E	118.75	180.00	118.75	1+5000.00	1+4781.25	1+5000.00



THIS MAP IS NOT A CERTIFIED SURVEY AND NO RELIANCE MAY BE PLACED IN ITS ACCURACY.

	115 BROADFOOT AVE. FAYETTEVILLE, NC 28305 P.O. BOX 53774 P. 910-484-5191 LICENSE # F-0106	<table border="1"> <tr><th>NO.</th><th># PUSOCK</th><th>BY</th><th>DATE</th></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> </table>	NO.	# PUSOCK	BY	DATE																	A "ZERO LOT LINE" DEVELOPMENT LAKEDALE - SECTION TWO, PART ONE PROPERTY OF BROADWELL LAND COMPANY CROSS CREEK TWP CUMBERLAND CO. N. C.
			NO.	# PUSOCK	BY	DATE																	
DATE: 11/18/11 DRAWN BY: [Name] CHECKED BY: [Name]																							

EXHIBIT B

[Attach Maintenance Plan]

[ATTACH WET DETENTION BASIN OPERATION AND MAINTENANCE
AGREEMENT]

Wet Detention Basin Operation and Maintenance Agreement

I will keep a maintenance record on this BMP. This maintenance record will be kept in a log in a known set location. Any deficient BMP elements noted in the inspection will be corrected, repaired or replaced immediately. These deficiencies can affect the integrity of structures, safety of the public, and the removal efficiency of the BMP.

The wet detention basin system is defined as the wet detention basin, pretreatment including forebays and the vegetated filter if one is provided.

This system (check one):

does does not incorporate a vegetated filter at the outlet.

This system (check one):

does does not incorporate pretreatment other than a forebay.

Important maintenance procedures:

- Immediately after the wet detention basin is established, the plants on the vegetated shelf and perimeter of the basin should be watered twice weekly if needed, until the plants become established (commonly six weeks).
- No portion of the wet detention pond should be fertilized after the first initial fertilization that is required to establish the plants on the vegetated shelf.
- Stable groundcover should be maintained in the drainage area to reduce the sediment load to the wet detention basin.
- If the basin must be drained for an emergency or to perform maintenance, the flushing of sediment through the emergency drain should be minimized to the maximum extent practical.
- Once a year, a dam safety expert should inspect the embankment.

After the wet detention pond is established, it should be inspected **once a month 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 should be kept in a known set location and must be available upon request.

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

BMP element:	Potential problem:	How I will remediate the problem:
The entire BMP	Trash/debris is present.	Remove the trash/debris.
The perimeter of the wet detention basin	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.
	Vegetation is too short or too long.	Maintain vegetation at a height of approximately six inches.

BMP element:	Potential problem:	How I will remediate the problem:
The inlet device: pipe or swale	The pipe is clogged.	Unclog the pipe. Dispose of the sediment off-site.
	The pipe is cracked or otherwise damaged.	Replace the pipe.
	Erosion is occurring in the swale.	Regrade the swale if necessary to smooth it over and provide erosion control devices such as reinforced turf matting or riprap to avoid future problems with erosion.
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 BMP.
	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 BMP.
	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).

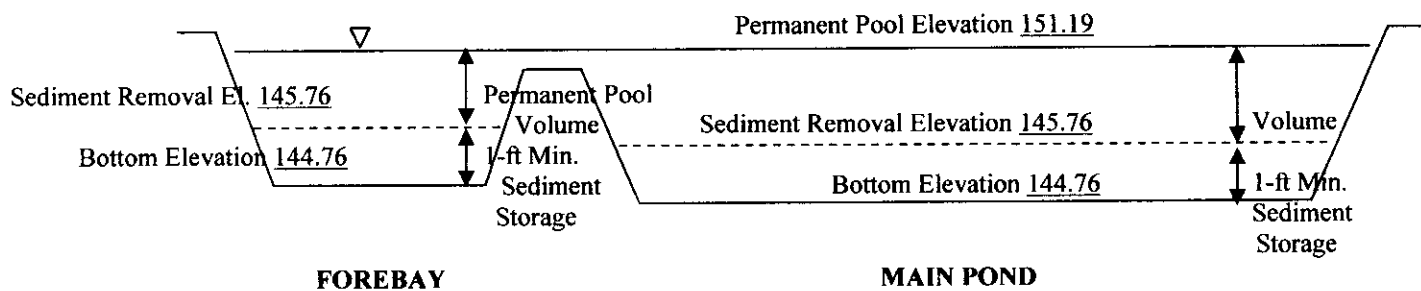
BMP element:	Potential problem:	How I will remediate the problem:
The embankment	Shrubs have started to grow on the embankment.	Remove shrubs immediately.
	Evidence of muskrat or beaver activity is present.	Use traps to remove muskrats and consult a professional to remove beavers.
	A tree has started 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. (if applicable)	Make all needed repairs.
The outlet device	Clogging has occurred.	Clean out the outlet device. Dispose of the sediment off-site.
	The outlet device is damaged	Repair or replace the outlet device.
The receiving water	Erosion or other signs of damage have occurred at the outlet.	Contact the local NC Division of Water Quality Regional Office, or the 401 Oversight Unit at 919-733-1786.

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.

When the permanent pool depth reads 5.43 feet in the main pond, the sediment shall be removed.

When the permanent pool depth reads 5.43 feet in the forebay, the sediment shall be removed.

BASIN DIAGRAM
 (fill in the blanks)



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

Project name: Lakedale Section 2 - Phase 1

BMP drainage area number: Wet Detention Basin 1

Print name: Broadwell Land Company - Dohn Broadwell, Jr.

Title: Member/Manager

Address: PO Box 53587 Fayetteville, NC 28305

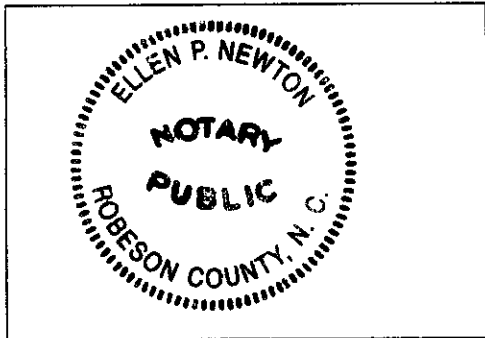
Phone: 910-484-5193

Signature: *Dohn B. Broadwell Jr.*

Date: 02/20/17

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

I, Ellen P. Newton, a Notary Public for the State of North Carolina, County of Robeson, do hereby certify that Dohn B. Broadwell, Jr. personally appeared before me this 20th day of February, 2017, and acknowledge the due execution of the forgoing wet detention basin maintenance requirements. Witness my hand and official seal, ^{2017 EPN}



SEAL

My commission expires 05.16.2021

BMP Maintenance Plan
 Lakedale – Section 2 - Phase, Single Family Residential
 City of Fayetteville
 February 2017

[This document must be recorded as an Addendum to the Operation & Maintenance Agreement]

I. General BMP Information

BMP ID Name	Street with Block Number	Parcel Tax ID
Lakedale Section 2 – Phase 1 Infiltrating Wet Basin “1”	Stonewash Dr	Not Available

II. BMP Site Location Map (attached)

III. Maintenance Annual Budget [Provide a simple annual budget for maintenance and inspection of BMPs and list the source of funding, i.e. owner, trust, HOA, etc. Edit chart below as necessary]

Annual Budget for BMP Maintenance / Inspections		
Expenses	Estimated Costs	Source
Routine inspections	\$700	Home Owner’s Association upon completion of Warranty Period
Sediment removal	\$1,500	Home Owner’s Association upon completion of Warranty Period
Plant management / weed control / mowing / litter removal	\$3,220	Home Owner’s Association upon completion of Warranty Period
Replacement supplies, rock, plants, soil media, mulch	\$400	Home Owner’s Association upon completion of Warranty Period
Mowing and litter removal	See Above	See Above
Seeding	\$700	Home Owner’s Association upon completion of Warranty Period
[15% Contingency]	\$978	City of Fayetteville (Maintenance Fund)
Total	\$7,498.00	
Total for One (1) BMP(s)	\$7,498.00	

IV. Escrow Account Activity

Provide documentation of BMP maintenance escrow account activity. This may be provided in the form of a bank statement which includes the current balance, deposits and withdrawals for the previous 12 months. **(Not Applicable)**

V. Maintenance Inspection Reports

As indicated in the Stormwater Control Ordinance, annual maintenance inspection reports shall be submitted to the City Engineer. The first report shall be submitted one year following the final approval date of the BMP and each year thereafter on or before the approval anniversary date. All maintenance activities and inspection reports shall be documented using the forms contained in the Administrative Manual. Annual maintenance inspection reports shall be performed by a qualified professional as defined in Section 23-38 of the Ordinance. These inspections shall be discontinued only if the BMPs are accepted for maintenance by the City of Fayetteville.

VI. Routine Maintenance Tasks and Schedule

Wet Detention Basin Maintenance Tasks and Schedule	
TASK	SCHEDULE
Forebay observation and cleanout	Monthly
Bank mowing and observation / stabilization of eroded areas	Monthly
Outlet / inlet observation and cleanout	Monthly
Unwanted vegetation and trash removal	Monthly
Visual observation of water quality	Monthly
Overall facility observation	Within 24 hours after every storm event greater than 1.0 inch
Inspect / exercise all mechanical devices, valves, etc.	Yearly
Inspect for structural damage, leaks, etc.	Yearly
Inspect the embankment	Yearly
Forebay inspection and cleanout	Yearly— Remove sediment every 7 years or when the sediment volume exceeds 50% of storage volume.
Volume measurement	Yearly – Dredging needed every 20 years or when 25% of permanent pool volume has been lost.
Rodent management	As needed
Security	As needed

Important maintenance procedures:

- Immediately after the wet detention basin is established, the plants on the vegetated shelf and perimeter of the basin should be watered twice weekly if needed, until the plants become established (commonly six weeks).
- No portion of the wet detention pond should be fertilized after the first initial fertilization that is required to establish the plants on the vegetated shelf.
- Stable groundcover should be maintained in the drainage area to reduce the sediment load to the wet detention basin.
- If the basin must be drained for an emergency or to perform maintenance, the flushing of sediment through the emergency drain should be minimized to the maximum extent practical.