

WAKE COUNTY, NC 75  
 TAMMY L. BRUNNER  
 REGISTER OF DEEDS  
 PRESENTED & RECORDED ON  
 08/30/2021 10:40:43

BOOK:018670 PAGE:00131 - 00141

Prepared By: Kenneth L. Eagle, 105 Weston Estates Way, Cary, NC 27513  
 Mail To: Department of Public  
 City of Raleigh  
 Attn: Stormwater Program Manager  
 P. O. Box 590  
 Raleigh, NC 27602

**NORTH CAROLINA  
 WAKE COUNTY**

**SUPPLEMENTAL STORMWATER DECLARATION  
 FOR BELMONT SUBDIVISION**

THIS SUPPLEMENTAL STORMWATER DECLARATION FOR BELMONT SUBDIVISION ("Supplement Declaration") is made this 30<sup>th</sup> day of August, 2021, by Buffalo Partners I LLC, a North Carolina limited liability company, also referred to herein as "Declarant", with a mailing address of 100 Matrix Drive 8000, Cary, NC 27513.

NOTE: All documents and maps referenced herein are recorded in the office of the Register of Deeds for Wake County, North Carolina, and are incorporated by reference as if fully set out herein.

**BACKGROUND**

1. Declarant previously executed a "Declaration Of Maintenance Covenant And Grant Of Protection Easements For Stormwater Control Facilities" ("Stormwater Declaration"), which is recorded in Book 14540, Page 669 and which has a City of Raleigh Case or File Number of S-12-2010, said Stormwater Declaration being incorporated by reference as if fully set out herein.

2. The "Property" subjected to the Stormwater Declaration consists of all Lots (as defined in the Stormwater Declaration) shown on the subdivision plat recorded in Book of Maps 2011, Pages 1146 through 1154 (the "Belmont Plat") and is known as "Belmont Subdivision".

3. The Property, as shown on the Belmont Plat, included undeveloped Lots reserved for future subdivision and development (the "Future Development Area").

4. Pursuant to those plats recorded in Book of Maps 2013, Pages 409 through 413 ("Phase 2"), Book of Maps 2016, Page 1765 through 1770 ("Phase 3"), Book of Maps 2016, Pages 1934 through 1937 ("Phase 4") and Book of Maps 2021, Pages 1513 through 1518 ("Phase 5"), Declarant subdivided the Future Development Area (the Phase 2, Phase 3, Phase 4 and Phase 5 plats hereinafter referred to as the "Subsequent Plats").

5. The Subsequent Plats contained additional Stormwater Control Facilities (as defined in the Stormwater Declaration) and private drainage easements not previously set forth on the Belmont Plat, including that certain “Private Drainage Easement And Variable Width Level Spreader & Maintenance Easement” (the “Level Spreader”) set forth on the Phase 3 plat (see Book of Maps 2016, Page 1768) .

6. All of the Property is subject to that “Declaration Of Protective Covenants For Belmont” recorded in Book 14571, Page 2528 (the “Belmont Declaration”).

7. Declarant is the “Declarant” under the Belmont Declaration and is the fee simple owner of that portion of the Property shown on the Phase 5 plat.

8. The “Development Period” under the Belmont Declaration has not terminated and Declarant has not assigned or otherwise conveyed, in whole or in part, any portion of the “Special Declarant Rights” or “development rights” as such terms are defined and used in the Belmont Declaration.

9. Pursuant to Article III, Section 4 of the Belmont Declaration, Declarant retains the right, during the Development Period (i) to grant stormwater drainage easements without the consent of those Owners (as defined in the Belmont Declaration) whose Lots are to be subjected to such drainage easements, provided the easements are set forth on the Subsequent Plats, and (ii) to supplement and amend the Stormwater Declaration.

10. Pursuant to authority reserved for Declarant in Article III, Section 4 of the Belmont Declaration and the authority set forth in Article I, Section 4(b) of the Stormwater Declaration, Declarant is recording this Supplemental Declaration to subject the additional Stormwater Control Facilities and associated private drainage easements shown on the Subsequent Plats to the terms of the Stormwater Declaration.

### **SUPPLEMENTAL STORMWATER DECLARATION**

NOW, THEREFORE, pursuant to the foregoing, Declarant hereby subjects the Stormwater Control Facilities and private drainage easements shown on the Subsequent Plats, including the Level Spreader, to the Stormwater Declaration, effective upon the recording of this Supplemental Declaration in the office of the Register of Deeds for Wake County, North Carolina, such that Exhibit B attached to the Stormwater Declaration is hereby replaced with **Exhibit A** attached hereto and incorporated herein by reference (“New Exhibit B”). For the avoidance of doubt, by including reference to the Subsequent Plats on the New Exhibit B, Declarant grants to the City of Raleigh and to any and all other beneficiaries set forth in the Stormwater Declaration, all those rights and privileges so granted in the Stormwater Declaration related to the Stormwater Control Facilities and private drainage easements shown on the Subsequent Plats.

Furthermore, Declarant hereby supplements Exhibit C attached to the Stormwater Declaration with that document entitled “Filter Strip, Restored Riparian Buffer and Level Spreader Operation and Maintenance Agreement”, which sets forth the operation and maintenance requirements for the Level Spreader, a copy of which is attached hereto as **Exhibit B** and incorporated by reference. Exhibit C attached to the Stormwater Declaration and Exhibit B attached hereto shall hereinafter collectively, be referred to as the “Stormwater Operations Maintenance Manual and Budget” for purposes of the Stormwater Declaration.

Except as modified by this Supplemental Declaration, the Stormwater Declaration remains unmodified and in full force and effect. In the event of a conflict between the provisions of this Supplemental Declaration and the provisions of the Stormwater Declaration, the provisions of this Supplemental Declaration shall control. This Supplemental Declaration may be executed in any number of counterparts, each of which as so executed and delivered, shall be deemed to be an original and all of which shall constitute one and the same instrument.

(end of page; execution pages follow)

IN WITNESS WHEREOF, Declarant has caused this Supplemental Declaration to be signed in its company name by its duly authorized official, on the day and year first above-written.

Buffaloe Partners I, LLC,  
a North Carolina limited liability company

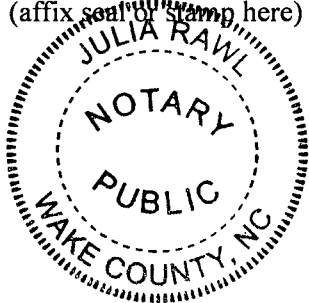
By: *Timothy R Smith*  
Printed Name: Timothy R Smith  
Title: Vice President

Wake County, North Carolina

I certify that the following person personally appeared before me this day and acknowledged to me that he executed the foregoing document on behalf of Buffaloe Partners I LLC, a North Carolina limited liability company, in the capacity indicated: Timothy R Smith.

Date: August 9, 2021

(affix seal or stamp here)



*Julia Rawl*  
Notary Public  
Printed/Typed Name: Julia Rawl  
My Commission Expires: February 7, 2024

The City of Raleigh joins in the execution of this Supplemental Declaration for the sole purpose of expressing its consent hereto pursuant to the requirements of Article I, Section 4(b) of the Stormwater Declaration.

CITY OF RALEIGH

By: ALYSIA BAILEY TAYLOR

Name: Alysa Bailey Taylor

Title: LAND DEVELOPMENT MGR

STATE OF N.C.

COUNTY OF Wake

I certify that Alysia Bailey Taylor personally appeared before me this day and acknowledged that he/she is Land Dev. Manager of the CITY OF RALEIGH, and that he/she, as Land Dev. Manager, being authorized to do so voluntarily signed the foregoing on behalf of the City for the purposes stated therein.

Date: 8/19/2021

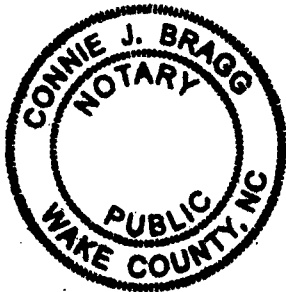
By: C. J. Bragg

Print Name: Connie J. Bragg

Notary Public

My Commission Expires: 5/19/2025

[SEAL OR STAMP]



**EXHIBIT A****New Exhibit B  
Description of Stormwater Control Facilities  
And Drainage Easements**

All areas shown and labeled as “Private Drainage Easements”, “Stormwater Control Facility”, “Stormwater Control Measure”, or “Variable Width Level Spreader & Maintenance Easement” (or equivalent terms) on the subdivision plats recorded in Book of Maps 2011, Pages 1146 through 1154, Book of Maps 2013, Pages 409 through 413, Book of Maps 2016, Page 1765 through 1770, Book of Maps 2016, Pages 1934 through 1937, and Book of Maps 2021, Pages 1513 through 1518.

**EXHIBIT B**

**[LEVEL SPREADER O&M MANUAL ATTACHED HERETO]**

Permit Number: \_\_\_\_\_  
(to be provided by DWQ)Drainage Area Number: 106

## Filter Strip, Restored Riparian Buffer and Level Spreader 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.

Important maintenance procedures:

- Immediately after the filter strip is established, any newly planted vegetation will be watered twice weekly if needed until the plants become established (commonly six weeks).
- Once a year, the filter strip will be reseeded to maintain a dense growth of vegetation
- Stable groundcover will be maintained in the drainage area to reduce the sediment load to the vegetation.
- Two to three times a year, grass filter strips will be mowed and the clippings harvested to promote the growth of thick vegetation with optimum pollutant removal efficiency. Turf grass should not be cut shorter than 3 to 5 inches and may be allowed to grow as tall as 12 inches depending on aesthetic requirements (NIPC, 1993). Forested filter strips do not require this type of maintenance.
- Once a year, the soil will be aerated if necessary.
- Once a year, soil pH will be tested and lime will be added if necessary.

After the filter strip is established, it will be inspected **quarterly and within 24 hours after every storm event greater than 1.0 inch (or 1.5 inches if in a Coastal County)**. Records of operation and maintenance will be kept in a known set location and will 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 filter strip system	Trash/debris is present.	Remove the trash/debris.
The flow splitter device (if applicable)	The flow splitter device is clogged.	Unclog the conveyance and dispose of any sediment off-site.
	The flow splitter device is damaged.	Make any necessary repairs or replace if damage is too large for repair.



<b>BMP element:</b>	<b>Potential problem:</b>	<b>How I will remediate the problem:</b>
<b>The swale and the level lip</b>	The swale is clogged with sediment.	Remove the sediment and dispose of it off-site.
	The level lip is cracked, settled, undercut, eroded or otherwise damaged.	Repair or replace lip.
	There is erosion around the end of the level spreader that shows stormwater has bypassed it.	Regrade the soil to create a berm that is higher than the level lip, and then plant a ground cover and water until it is established. Provide lime and a one-time fertilizer application.
	Trees or shrubs have begun to grow on the swale or just downslope of the level lip.	Remove them.
<b>The bypass channel</b>	Areas of bare soil and/or erosive gullies have formed.	Regrade the soil if necessary to remove the gully, and then reestablish proper erosion control.
	Turf reinforcement is damaged or riprap is rolling downhill.	Study the site to see if a larger bypass channel is needed (enlarge if necessary). After this, reestablish the erosion control material.
<b>The filter strip</b>	Grass is too short or too long (if applicable).	Maintain grass at a height of approximately three to six inches.
	Areas of bare soil and/or erosive gullies have formed.	Regrade the soil if necessary to remove the gully, and then plant a ground cover and water until it is established. Provide lime and a one-time fertilizer application.
	Sediment is building up on the filter strip.	Remove the sediment and restabilize the soil with vegetation if necessary. Provide lime and a one-time fertilizer application.
	Plants are desiccated.	Provide additional irrigation and fertilizer as needed.
	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.
	Nuisance vegetation is choking out desirable species.	Remove vegetation by hand if possible. If pesticide is used, do not allow it to get into the receiving water.
<b>The receiving water</b>	Erosion or other signs of damage have occurred at the outlet.	Contact the NC Division of Water Quality local Regional Office, or the 401 Oversight Unit at 919-733-1786.

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: Belmont Hall

BMP drainage area number: 106

Print name: Tim Smith

Title: Manager

Address: 100 Weston Estates Way, Cary NC 27513

Phone: (919) 481-3000

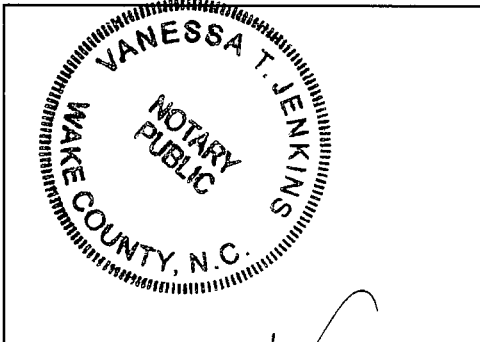
Signature: [Handwritten Signature]

Date: 5-19-11

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, Vanessa T. Jenkins, a Notary Public for the State of North Carolina, County of Wake, do hereby certify that Tim Smith personally appeared before me this 19 day of May, 2011, and acknowledge the due execution of the forgoing filter strip, riparian buffer, and/or level spreader maintenance requirements.

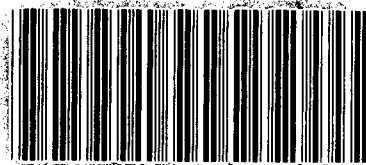
Witness my hand and official seal,



SEAL

[Handwritten Signature]

My commission expires 1-21-2013



BOOK: 018670 PAGE: 00131 - 00141



**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**

\_\_\_\_\_ 11 # of Pages LG