

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

Mail After Recording to: ATTN: Town Clerk  
Town of Knightdale  
950 Steeple Square Ct.  
Knightdale, NC 27545

**STATE OF NORTH CAROLINA  
WAKE COUNTY**

**STORMWATER FACILITY MAINTENANCE AGREEMENT**

THIS STORMWATER FACILITY MAINTENANCE AGREEMENT, (hereinafter "Agreement") made and entered into the date of the last notary signature below ("Execution Date") by and between the Town of Knightdale, North Carolina, a political subdivision of the State of North Carolina (herein called "Town") and Habitat for Humanity of Wake County, a North Carolina corporation (herein after called "Habitat"). The Town and Habitat are sometimes referred to herein as a "Party" or collectively as "the Parties"):

WITNESSETH:

WHEREAS, the **Town** is the owner of property being 0.90 +/- acres of land, located at the corner of Flowers Street and Sallinger Street, and shown in **Book of Maps 2020, Page 1078, Wake County Registry** (hereinafter the "Property."), and

WHEREAS, **Habitat**, an organization engaged in providing homeownership opportunities for cost-burdened families, has promised to construct and is constructing a 17-lot housing development adjacent to said Property, and

WHEREAS, **Habitat** has promised that homes being constructed on each of the seventeen (17) lots will be made available to appropriate families pursuant to Habitat's normal course of business, and

WHEREAS, the **Town** has made available the Property as shown in Exhibit A attached hereto and incorporated herein by reference, for the purpose of a stormwater control facility to serve Habitat's adjacent development, and

WHEREAS, the **Town** granted a non-exclusive access and maintenance easement over and across the Property for the purposes of allowing Habitat and its successors to construct, inspect, and maintain the stormwater control facility. The easement is identified on the plat recorded in and on **Book of Maps 2020, Page 1078, Wake County Registry**.

WHEREAS, the **Town** and **Habitat** desire to enter into this Agreement with respect to the terms and conditions by which the Town will maintain the stormwater control facility (hereinafter collectively the "Facility") in order to aid with reducing monthly homeowners' association dues and keeping the development affordable and to confirm the terms and conditions of this Agreement and the rights and obligations of the Parties.

WHEREAS, the **Town** and **Habitat** desire to confirm the terms and conditions of the Stormwater Facility Maintenance Agreement and the rights and obligations to the parties thereto.

**NOW, THEREFORE, BASED UPON THE MUTUAL PROMISES INCLUDED HEREIN AND OTHER GOOD AND VALUABLE CONSIDERATION, IT IS AGREED BETWEEN THE TOWN AND HABITAT AS FOLLOWS:**

- I. **PURPOSE.** Subject to the terms and conditions of this Agreement, the **Town** hereby agrees to maintain the stormwater control facility **Habitat** has constructed on the Property after all of the following have occurred:
  - a. Habitat has completed the obligations as outlined in Section V
  - b. Certificates of Occupancy have been issued for each of the 17 homes in the development
  - c. All residential and open space lots have been seeded and stabilized
  - d. A second lift of asphalt has been placed on Flowers Street and Kelley Meadows Drive in accordance with the approved Construction Drawings.
- II. **TERMINATION AND CANCELLATION.** Except as otherwise provided, this agreement may be terminated by either Party if the other Party violates material terms and conditions of this LOI, provided such other Party has been provided sixty (60) days written notice of claim of such breach and has failed to cure such breach within a reasonable time after such notice. Furthermore, the Town's obligation to maintain the stormwater control facility shall terminate if, in the Town's sole judgment, the stormwater control facility is no longer needed or has been supplanted by other stormwater control measures. In either event, the stormwater control facility may be removed by the Town in the Town's sole discretion.
- III. **OBLIGATIONS OF THE TOWN.**
  - a. The **Town** shall provide year-round routine site maintenance and annual inspection of the stormwater control facility, which includes but is not limited to:
    - i. Annual inspection as determined by the month of initial certification and in accordance with NCDEQ's stormwater design manual for wet ponds
    - ii. Routine mowing of slopes, control of unwanted vegetation, and removal of accumulated silt
  - b. The deeding of Habitat property as described in section IV c. to the **Town** will not result in additional open space requirements or impact the existing open space calculations as shown on the approved Construction Drawings.

#### IV. OBLIGATIONS OF HABITAT

- a. Installation of the stormwater control facility pursuant to Town design standards, North Carolina state law, and in compliance with the approved Construction Drawings.
- b. Submittal of as-built drawings, geotechnical reports, and engineer certification once Facility has been converted and in its final stage.
- c. Deed to the **Town** by General Warranty Deed the 0.08 +/- acres of land, located at the corner of Flowers Street and Kelley Meadows Drive, described in Deed Book 017139 Page 02072, and shown in Book of Maps 2023, Page 517, Wake County Registry.
- d. Revise the "Variable Width Private Drainage Easement" as shown on Book of Maps 2023, Page 517, Wake County Registry to refer to a "Variable Width Public Drainage Easement."
- e. Record a plat showing the recombination of Property and parcel of land described in section V.b, the revised easement as described in section V.c, and removal of the "Stormwater Control Management Access and Maintenance Easement" as shown on Book of Maps 2020, Page 1078, Wake County Registry. The plat must be reviewed and approved by the Town prior to recordation.
- f. Revise the Declaration of Covenants, Conditions, and Restrictions for Flowers Place, as recorded in Book 019599, Page 01968-01993, Wake County Registry, to remove references to stormwater control facility obligations of the HOA.
- g. Revise the Declaration of Maintenance Covenant, Stormwater Easement and Agreement for Maintenance and Replacement Contribution for Stormwater Control Facilities as recorded in Book 019285, Page 2031-2049, Wake County Registry, to reflect agreed upon maintenance responsibilities (or revocation of the agreement).

#### V. MISCELLANEOUS PROVISIONS.

- a. **Habitat** and the **Town** represent and agree that they are independent entities and to the extent allowed by State Law, they shall hold each other harmless from any and all liability and loss resulting from the other's gross negligence and/or the intentional acts of their respective employees, volunteers and/or agents.
- b. All matters relating to this Agreement shall be governed by the laws of the State of North Carolina and venue for any action relating to this Agreement shall be Wake County Civil Superior Court or the United States District Court for the Eastern District of North Carolina, Western Division.
- c. This Agreement contains the entire agreement of the Parties and there are no representations, inducements, or other provisions other than those expressed herein. All changes, additions, or deletions to this Agreement shall be in writing and executed by the authorized representatives of both Parties.
- d. Should any provision of this Agreement be declared illegal, void, or unenforceable under North Carolina law, or shall be considered severable, the remaining provisions of this Agreement shall remain in force and be binding upon the Parties hereto as though the said unenforceable or severed provision had never been included.

**IN WITNESS WHEREOF**, the Knightdale Town Council has approved and caused these presents to be signed by the Town Manager and **Habitat** has caused this instrument to be signed in its corporate name, this the day and year first above written.

**TOWN OF KNIGHTDALE:**

\_\_\_\_\_  
*Signature*

Name: Bill Summers

Title: Town Manager

Date: \_\_\_\_\_

**ATTEST & SEAL:**

\_\_\_\_\_  
Heather Smith, Town Clerk

**HABITAT FOR HUMANITY OF WAKE  
COUNTY**

a North Carolina Corporation

Patricia Burch

Signature

Name (printed): Patricia Burch

Title: CEO

Date: 7.24.25

**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.

Date: July 28, 2025

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

Jamie Gail Pennington

, Notary Public

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

My commission expires: July 1, 2026

[Affix Official Seal]

