



Return after Jessica Sloan
recording to: Town of Apex
 PO Box 250
 Apex, NC 27502

STORMFILTER OPERATION & MAINTENANCE AGREEMENT

This Operation and Maintenance Agreement (“Agreement”) is established this _____ day of _____, 20_____, by _____ (“Owner”), who is the owner of the Property (hereinafter defined), on behalf of the Owner, the Association (if applicable), and all successor Owners of the Property and the Town of Apex (“Town”).

The “Property” is that certain property known as
_____ and which is more particularly described in that certain deed recorded in Book _____ Page _____, Wake County Registry.

Owner represents, warrants, and agrees that Owner is financially responsible for the construction, maintenance, repair and replacement of all stormwater control structures, appurtenances and vegetation, including the impoundment, located on the Property. Owner agrees to perform the maintenance as outlined below and as may be applicable or required as part of the regulations set forth in Section 6.1.12 of the Town of Apex Unified Development Ordinance. A Homeowners Association or Property Owners Association shall not be the financially responsible party unless more than 50% of the lots or units have been sold and a resident of the subdivision has been named the president.

Owner shall keep a maintenance record for maintenance performed related to stormwater Best Management Practices on the Property (“BMP Maintenance Record”). The BMP Maintenance Record shall be kept by Owner in a log in a known, set location and made available

upon request. Any deficient BMP elements noted in the inspection shall be corrected, repaired or replaced immediately by Owner. These deficiencies can affect the integrity of structures, safety of the public, and the pollutant removal efficiency of the BMP.

NUMBER OF STORM FILTERS: _____

Important maintenance procedures:

- The drainage area will be managed to reduce sediment load to the StormFilter.
- The sedimentation chamber or forebay will be cleaned out whenever sediment depth exceeds six (6) inches.

After the StormFilter system is installed, Owner shall inspect it once a quarter and within 24 hours after every storm event greater than 1.0 inches. Records of operation and maintenance will be kept in a known set location and will be made available upon request.

Notices to Owner shall be sent to:

(Phone number)

Notices to Town shall be sent to:

Stormwater & Utility Engineering Manager
PO Box 250
Apex, NC 27502
(919) 249-3413

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

BMP Element	Potential Problems	Problem Remediation
Entire BMP	Trash/debris is present.	Remove the trash/debris.
Adjacent pavement (if applicable)	Sediment is present on the pavement surface.	Sweep or vacuum the sediment as soon as possible.
Flow diversion structure	The structure is clogged.	Unclog the conveyance and dispose of any sediment offsite.
	The structure is damaged.	Make any necessary repairs or replace if damage is too great for repair.
StormFilter cartridges	Cartridges not performing as designed – see Contech I&M document to determine if cartridge maintenance is required.	Replace cartridges per manufacturer's recommendations.
Outlet device	Clogging has occurred.	Clean out the outlet device and dispose of any sediment offsite.
	The outlet device is damaged.	Repair or replace as necessary.

All other operation and maintenance activities should be in accordance with Contech's StormFilter Inspection and Maintenance procedures. The agreements, conditions and obligations contained herein are and shall be covenants and the same shall be binding upon the Owner and its agents, personal representatives, heirs and assigns and all other successors in interest and shall continue as a servitude running with the above described land in perpetuity. Owner agrees to notify the Town of Apex of any problems with the BMP and notify the Town prior to any changes to the BMP or responsible party.

IN WITNESS WHEREOF, the Owner has caused this instrument to be signed in its corporate name by its duly authorized officers and its seal to be hereunto affixed by authority of its Board of Directors, the day and year first written above.

(Owner)

Title

Attest:

Secretary (Corporate Seal)

STATE OF _____

COUNTY

I, the undersigned Notary Public, do hereby certify that _____ personally appeared before me this day and acknowledge the execution of the foregoing instrument.

Witness my hand and official seal this _____ day of _____, 20_____.

My commission expires: _____

Notary Public

SEAL