



57 S. Center Drive, Daleville, VA 24083

**STORMWATER MANAGEMENT INFRASTRUCTURE
MAINTENANCE AGREEMENT**

THIS AGREEMENT, made and entered into this ___ day of _____, 20___, by and between (Insert Full Name of Owner) _____ hereinafter called the "Landowner", and BOTETOURT COUNTY, VIRGINIA, hereinafter called the "County".

WITNESSETH:

WHEREAS, the Landowner is the owner of certain real property described as _____

_____ with a Tax Map/Parcel Identification Number of _____ as recorded by deed in the Clerk's Office of the Circuit Court of Botetourt County, Virginia, in Deed Book _____ Page _____ or as Instrument Number _____, hereinafter called the "Property;" and

WHEREAS, the Landowner is proceeding to build on and develop the Property; and

WHEREAS, the Site Plan/Subdivision Plan known as _____, (Name of Plan/Development) hereinafter called the "Plan", which is expressly made a part hereof, as approved or to be approved by the County, provides for the management of stormwater within the confines of the Property; and

WHEREAS, the County and the Landowner, its successors and assigns, including any homeowners' association, acknowledge and agree that the health, safety, and welfare of the residents of Botetourt County, Virginia, require that on-site stormwater management/BMP infrastructure, hereinafter "stormwater management infrastructure," be constructed and maintained on the Property; and

WHEREAS, the County requires that on-site stormwater management infrastructure as shown on the Plan be constructed and adequately maintained by the Landowner, its successors and assigns, including any homeowners' association.

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants contained herein, and the following terms and conditions, the parties hereto agree as follows:

1. The on-site stormwater management infrastructure shall be constructed by the Landowner, its successors and assigns, in accordance with the plans and specifications identified in the Plan.
2. The Landowner, its successors and assigns, including any homeowners' association, shall adequately maintain the stormwater management infrastructure in good working order acceptable to the County in

accordance with the specific maintenance requirements noted on the Plan and/or attached hereto as Exhibit A, where applicable.

3. The Landowner, its successors and assigns, shall inspect the stormwater management infrastructure and submit an inspection report annually to Botetourt County. The purpose of the inspection is to assure safe and proper functioning of the facilities. The inspection shall cover the entire facilities, berms, outlet structure, pond areas, access roads, etc. Deficiencies shall be noted in the inspection report.

4. The Landowner, its successors and assigns, hereby grant permission to the County, its authorized agents and employees, to enter upon the Property and to inspect the stormwater management infrastructure whenever the County deems necessary. The County shall provide the Landowner, its successors and assigns, copies of the inspection findings and a directive to commence with the repairs if necessary.

5. In the event the Landowner, or its successors and assigns, fails to maintain the stormwater management infrastructure as required herein and/or fails to correct deficiencies identified in the inspection report to a condition acceptable to the County, the County may enter upon the Property and take whatever steps necessary to correct deficiencies identified in the inspection report and to charge the costs of such repairs to the Landowner, its successors and assigns. This provision shall not be construed to allow the County to erect any structure of permanent nature on the land of the Landowner outside of the easement for the stormwater management infrastructure. It is expressly understood and agreed that the County is under no obligation to routinely maintain or repair said facilities, and in no event shall this Agreement be construed to impose any such obligation on the County.

6. The Landowner, its successors and assigns, will perform the work necessary to keep the stormwater management infrastructure in good working order as defined herein. In the event a maintenance schedule for the stormwater management infrastructure (including sediment removal) is outlined on the approved plans, the schedule will be followed.

7. It is further covenanted by the Landowner that it will not at any time, without the written consent of the County, dedicate the stormwater management infrastructure to the public, to public use, or to Botetourt County.

8. In the event of emergency involving the stormwater management infrastructure, as determined by the Botetourt County Administrator, the County or its agent may enter immediately upon the Property and take whatever reasonable steps it deems necessary to meet the emergency. The County shall notify the Landowner of such emergency utilizing the contact information for the Landowner that is available to the County. It is the responsibility of the Landowner to supply the County with current contact information. Alternatively, the County may notify the Landowner by phone (if available) to take whatever reasonable action is necessary within a specified period of time. Should the Landowner fail to respond, or should the Landowner inform the County that it intends not to respond within the specified period of time, the County or its agent may enter immediately upon the land and take whatever reasonable steps it deems necessary to meet the emergency.

9. In the event the County pursuant to this Agreement, performs work of any nature, or expends any funds in performance of said work for labor, use of equipment, supplies, materials, and the like, the Landowner, its successors and assigns, shall reimburse the County upon demand, within thirty (30) days of receipt thereof for all actual costs incurred by the County hereunder.

10. Any amounts owed to the County and not paid within thirty (30) days of the date of notification shall be the joint and several obligations of the Landowner of record of the Property or any portion thereof served by the stormwater management infrastructure on the date the liability arose, and all of the

successors in interest of such Landowner. The full amounts owed shall become liens on the Property and on each and every subdivided portion of the Property. Liens shall be recorded by the County in the Clerk's Office of the Circuit Court of Botetourt County.

11. It is the intent of this Agreement to ensure the proper maintenance of on-site stormwater management infrastructure by the Landowner. This Agreement shall not be deemed to create or impose liability of any kind whatsoever on the County.

12. The Landowner, its successors and assigns, shall indemnify and hold harmless the County, its officers, agents, and employees, for any and all damages, accidents, casualties, occurrences, or claims, which might arise or be asserted against the County as a result of the construction, existence, or maintenance of the stormwater management infrastructure. In the event a claim is asserted against the County, its agents or employees, the County shall promptly notify the Landowner and Landowner shall defend at its own expense any suit based on such claim. If any judgment or claim against the County, its agents or employees shall be allowed, the Landowner shall pay the judgment and all costs and expenses immediately.

13. The Landowner shall promptly notify the County when the Landowner transfers its interest in the Property or any portion thereof. The Landowner shall supply the County with a duly executed copy of any document of transfer.

14. Except for the telephone notice in paragraph 8 above, notices required by this Agreement shall be effective as delivered by the US Postal Service. Any notice to the County shall be given to the Botetourt County Erosion and Sediment Control Administrator, 30 West Back St., No. 4, Fincastle, VA 24090, and to the Landowner in the name and at the address given below:

To Landowner: Name: _____
(Please print)
 Address: _____

 Phone No. () _____

The Landowner agrees to notify the County immediately upon any change of legal status or of address.

15. This Agreement shall be recorded in the Clerk's Office of the Circuit Court of Botetourt County, Virginia, and shall constitute a covenant running with the Property, and any subdivided portion thereof, , and shall be binding on the Landowner, its administrators, executors, assigns, heirs and any other successors in interests, including any homeowners' association.

16. The laws of the Commonwealth of Virginia shall govern the construction of this Agreement and all claims and actions related to this Agreement shall be filed in the Botetourt County General District Court or the Botetourt County Circuit Court.

17. The Landowner shall submit, attached to this agreement and recorded with the deed, a description and plat of the stormwater management infrastructure describing all and any type of installed appurtenances and dedicated easements. The attachment shall be on standard letter (8.5x 11) sized paper.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed.

Legal Names and Addresses:

By: _____ as _____
Duly Authorized Officer Title

on behalf of: _____
Principal

State of Incorporation

Type of Organization

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ IRS ID#: _____

State of _____:

County/City of _____, to wit:

The foregoing instrument was acknowledged before me this _____ day of _____, 20 _____,
by _____,
_____, Title, on behalf of

My Commission expires:

Notary Public

Registration Number:

ACCEPTED:

BOTETOURT COUNTY, VIRGINIA

_____, County Administrator

State of _____:

County/City of _____, to wit:

The foregoing instrument was acknowledged before me this _____ day of _____, 20 _____, by _____, County Administrator, on behalf of Botetourt County, Virginia.

My Commission expires:

Notary Public

Registration Number:
