

Tax Map. No. \_\_\_\_\_

**AGREEMENT FOR MAINTENANCE OF STORMWATER  
MANAGEMENT BEST MANAGEMENT  
PRACTICE (BMP) FACILITY/FACILITIES**

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between \_\_\_\_\_ a \_\_\_\_\_ corporation/partnership/LLC, or husband and wife, or individually, (the "Owner"), and the COUNTY OF GREENSVILLE, VIRGINIA, a political subdivision of the Commonwealth of Virginia (the "County"), recites and provides as follows:

WHEREAS, the OWNER, is the owner of certain real estate shown as Tax Map No. \_\_\_\_\_ situated in the \_\_\_\_\_ Magisterial District, known as LOT \_\_, SECTION \_\_\_\_\_, which is to be developed as a \_\_\_\_\_; and;

WHEREAS, the Owner is providing a storm water drainage system consisting of the following BEST MANAGEMENT PRACTICE (*BMP*) FACILITY/FACILITIES \_\_\_\_\_ (herein referred to as the "FACILITIES") as shown and described on the plans entitled \_\_\_\_\_ dated \_\_\_\_\_, 20\_\_, made by \_\_\_\_\_ or as shown on any subsequent revision approved by the County, a copy of which is incorporated by reference; and

WHEREAS, to comply with Section 1-10 of the Stormwater Management Ordinance of Greensville County, the Owner has agreed to the long-term maintenance of the Facilities in accordance with the terms and conditions hereinafter set forth.

NOW, THEREFORE, for and in consideration of the mutual covenants and undertaking of the parties, the parties hereby agree as follows:

1. MAINTENANCE OF THE FACILITIES

The Owner agrees that it shall maintain in perpetuity the Facilities, including any associated easements, in a manner which will permit the Facilities to perform the purposes for which they were designed and constructed, and in accordance with the standards by which they were designed and constructed, all as shown and described on the plans referenced above.

Specifically, however, the Owner agrees that it shall, where applicable:

- (i) remove silt and other debris from the Facilities so as to maintain the elevation of the bottom of the Facilities as shown on the approved plans;
- (ii) plant and mow grass or maintain a vegetative cover on any slopes surrounding the Facilities;
- (iii) maintain in good order and repair any principal and emergency spillways which serve as the outflow devices for the Facilities;
- (iv) install and maintain fences and warning signs in good repair as required by the County;
- (v) during extreme droughts water all plants in the same manner as any other landscape material;
- (vi) in the event of a chemical spill, remove all soil and plants and replace with new uncontaminated filter media and plants;
- (vii) maintain, update, and retain maintenance record for the Facilities as directed by the County;
- (viii) perform any maintenance or repairs requested in writing by the County within thirty (30) days of such request or such longer time if specified by the County;
- (ix) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. INSPECTION FOR PREVENTATIVE MAINTENANCE

The Owner agrees to cause inspections to be made of the Facilities by an individual licensed as a professional engineer, architect, landscape architect, or land surveyor pursuant to

Article 1 (§ 54.1-400 et seq.) of Chapter 4 of Title 54.1; a person who works under the direction and oversight of the licensed professional engineer, architect, landscape architect, or land surveyor; or a person who holds an appropriate certificate of competence from the State Board, retained at the Owner's expense and approved by the County. The inspection shall occur at least once every five years, or as otherwise required by the County's inspection schedule.

The inspection reports shall be submitted in writing to the County within 30 days after each inspection. The reports shall include the following:

- (i) The date of inspection;
- (ii) Name of inspector;
- (iii) The condition and/or presence of:
  - a. \_\_\_\_\_
  - b. \_\_\_\_\_
  - c. \_\_\_\_\_
  - d. Any other matter that has or may affect the proper function of the Facilities.

The Owner agrees to perform promptly all needed maintenance specified in the inspection report within 30 days or such longer time if agreed to by the County in writing.

3. LEVY OF SPECIAL ASSESSMENT

If necessary, the Owner shall levy regular or special assessment against all present or subsequent owners of property served by the Facilities to ensure that the Facilities are properly maintained.

4. RIGHTS OF THE COUNTY IN THE EVENT OF DEFAULT BY THE OWNER

In the event of any default or failure by the Owner in the performance of any of the covenants and warranties pertaining to the maintenance of the Facilities, as provided herein, the County, after providing reasonable notice to the Owner, may enter upon the property and perform the necessary maintenance or repairs. All costs thereof expended by the County in performing such necessary maintenance or repairs shall constitute a lien against the properties of the Owner

described hereunder, as permitted and pursuant to state law; however, nothing herein shall obligate the County to maintain the Facilities. The Owner shall provide and maintain perpetual access from public rights-of-ways to the Facilities for the County, its agent and its contractor.

5. INDEMNIFICATION OF COUNTY

The Owner hereby agrees that it shall save, hold harmless, and indemnify the County and its employees and officers from and against all liability, losses, claims, demands, costs and expenses arising from, or out of, default or failure by the Owner to maintain the Facility, in accordance with the terms and conditions set forth herein, or from acts of the Owner arising from, or out of, the construction, operation, repair or maintenance of the Facilities.

6. MISCELLANEOUS

a. The parties hereto expressly do not intend by execution of this Agreement to create in the public, or any member thereof, any rights as a third party beneficiary or to authorize anyone not a party hereof to maintain a suit for any damages pursuant to the terms of this Agreement.

b. This agreement shall be a covenant which runs with the land and shall inure to the benefit of and shall be binding upon the parties hereto, their respective successors and assigns, and all subsequent owners of the property. The Owner shall promptly notify the County when the Owner legally transfers any of the Owner's responsibilities for the Facilities. The Owner shall supply the County with a copy of any document(s) of transfer, executed by both parties

c. Upon execution of this Agreement, it shall be recorded in the Clerk's Office of the Circuit Court of Greensville County, Virginia, at the Owner's expense.

IN WITNESS WHEREOF, the Owner has caused this Agreement to be signed in its names by a duly authorized person.

SIGNATURES ON THE FOLLOWING PAGES

\_\_\_\_\_  
Name of Corporation/Partnership/LLC

By: \_\_\_\_\_  
Signature of the Authorized Person to Sign  
For the Corporation/Partnership/LLC

Its: \_\_\_\_\_  
Title of the Authorized Person to Sign  
For the Corporation/Partnership/LLC

STATE OF \_\_\_\_\_:

CITY/COUNTY OF \_\_\_\_\_: to wit:

The foregoing agreement was acknowledged this the \_\_\_\_ day of \_\_\_\_\_,  
20\_\_, by \_\_\_\_\_ (owner(s)) who is  
the \_\_\_\_\_ of the corporation/partnership/LLC (if  
applicable) \_\_\_\_\_ (title).

\_\_\_\_\_  
Notary Public

My commission expires:  
Registration No.:

\_\_\_\_\_  
(sign) Individual Owner

\_\_\_\_\_  
(sign) Individual Owner

STATE OF \_\_\_\_\_:

CITY/COUNTY OF \_\_\_\_\_: to wit:

The foregoing agreement was acknowledged this the \_\_\_\_ day of \_\_\_\_\_,  
20\_\_, by \_\_\_\_\_ (individual owner(s)).

\_\_\_\_\_  
Notary Public

My commission expires:  
Registration No.:

COUNTY OF GREENSVILLE, VIRGINIA

By: \_\_\_\_\_

STATE OF \_\_\_\_\_:

CITY/COUNTY OF \_\_\_\_\_: to wit:

The foregoing agreement was acknowledged this the \_\_\_\_ day of \_\_\_\_\_,  
20\_\_, by \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

My commission expires:  
Registration No.:

APPROVED AS TO FORM:

\_\_\_\_\_  
COUNTY ATTORNEY