

**STORMWATER MANAGEMENT / BMP FACILITIES MAINTENANCE
AGREEMENT**

THIS AGREEMENT, made and entered into this ____ day of _____, 20 ____, by and between _____, hereinafter called the “Landowner(s),” and the Prince William County Board of County Supervisors, hereinafter called the “County.” “Landowner(s)” also includes its (their) successors and assigns.

WITNESSETH THAT

WHEREAS the Landowner owns certain real property described as (insert GPIN # here), as recorded by deed in the land records of Prince William County, (insert Deed Book and Page # or Instrument # here) hereinafter called the “Property;” and

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

WHEREAS Site/Subdivision Plan (insert PWC File Number here) hereinafter called the “Plan,” which is expressly made a part hereof, as approved or to be approved by the County, provides for the detention of stormwater within the confines of the Property; and

WHEREAS the County and the Landowner agree that the health, safety and welfare of the residents of Prince William County, Virginia require that on-site stormwater management/BMP facilities be constructed and maintained on the Property; and

WHEREAS the County requires that on-site stormwater management / BMP facilities as shown on the Plat be constructed and adequately maintained by the Landowner;

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 / BMP facilities shall be constructed by the Landowner, in accordance with the Prince William County Design and Construction Standards Manual (DCSM) and the plans and specifications identified in the Plan.

2. The Landowner shall maintain the stormwater management / BMP facilities in good working condition, acceptable to the County, so that they are performing their designed functions.

3. The Landowners shall provide an annual inspection to be performed by a Virginia registered professional engineer. The report of inspection, along with a schedule for repair when needed, will be furnished to the Department of Public Works, Watershed Management Division by June 30th of each year.

4. The engineer will check the facility for obvious malfunctions and make the following measurements: (to be completed by the designer: Example #1: Depth to water in BMP monitoring well 72 hours after rain – Trigger less than or equal to 6 feet. Example #2 Elevation at reference point(s) in pond bottom- Trigger greater than or equal to 272.0'; the trigger will signal a requirement for maintenance.)

5. The Landowner will perform all maintenance, repairs, cleaning and reconstruction specified in the inspection report. Such maintenance will be completed under the direction of a professional engineer within six months.

6. Should a County engineer perform an inspection, in addition to the Landowner's and deficiencies are found, the County may direct the Landowner to make repairs and may set time limits for repairs to be completed.

7. All repairs will meet the original planned function, meet the standards set forth in the DCSM and may be inspected by County forces to ensure compliance.

8. In the event the Landowner fails to inspect or perform the required maintenance for the stormwater management / BMP facilities within the required time, the County may enter upon the property and take whatever steps it deems necessary to maintain said stormwater management / BMP facilities and to charge the costs of the repairs to the Landowner. The provision shall not be construed to allow the County to erect any structure of a permanent nature on the land of the Landowner, outside of an easement belonging to the County. It is expressly understood and agreed that the County is under no obligation to maintain or repair said facilities, and in no event shall this Agreement be construed to impose any such obligation on the County.

9. The Landowner hereby grants permission to the County, its authorized agents and employees, to enter upon the Property and to inspect the stormwater management / BMP facilities whenever the County deems necessary. The purpose of the inspection is to ensure safe and proper functioning of the facilities. The inspection shall cover the entire facilities, berm, outlet, structures, pond areas, access roads, etc. When

deficiencies are noted, the County shall give the Landowner copies of the inspection report with findings and evaluations.

10. In the event that the County, pursuant to this agreement, performs work of any nature or expends any funds in the performance of said work for labor, use of equipment, supplies, materials and the like, the Landowner shall reimburse the County upon demand within ten (10) days of receipt thereof for all costs incurred by the County hereunder.

11. The Landowner shall indemnify and hold harmless the County and its agents and employees, for any and all damages, accidents, casualties, occurrences or claims which might arise or be asserted against the County for the construction, presence, existence or maintenance of the stormwater management / BMP facilities by the Landowner.

In the event a claim is asserted against the County, its agents or employees, the County shall promptly notify the Landowner and they shall defend, at their 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 all costs and expenses in connection therewith.

12. This Agreement shall be recorded among the land records of Prince William County, Virginia and shall constitute a covenant running with the land and shall be binding on the Landowner, its administrators, executors, assigns, heirs and any other successor in interests.

WITNESS the following signatures and seals:

Landowner (seal)

By: _____

type name

type title

ATTEST:

STATE OF _____:
COUNTY OF _____, to-wit:

I, _____, a Notary Public in and for the
County and State aforementioned, whose commission expires on the ____ day of
_____, 20____, do hereby, certify that _____
_____, whose name is signed to the foregoing
Agreement bearing the date of ____ day of _____,
20____, has acknowledged the same before me in my said County and State.

GIVEN UNDER MY HAND this ____ day of _____, 20____.

Notary Public

THE PRINCE WILLIAM COUNTY
BOARD OF COUNTY SUPERVISORS

By: _____
Director of Public Works

ATTEST:

COMMONWEALTH OF VIRGINIA:
COUNTY OF PRINCE WILLIAM, to-wit:

I, _____, a Notary Public in and for the
County and State aforementioned, whose commission expires on the ____ day of
_____, 20____, do hereby, certify that _____
_____, whose name is signed to the foregoing
Agreement bearing the date of ____ day of _____,
20____, has acknowledged the same before me in my said County and State.

GIVEN UNDER MY HAND this ____ day of _____, 20____.

Notary Public