[*Preparer’s info*]

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 SUPERVISORS, hereinafter called the "County." "Landowner(s)" also includes its (their) successors and assigns.

WITNESSETH, that

WHEREAS, the Landowner owns that certain real property identified as (*lnsert Geographic Parcel Identification Number*) as recorded by deed in the land records of Prince William County Virginia, Deed Book \_\_\_\_ at Page \_\_\_\_\_ (or Instrument No. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_), hereinafter called the "Property"; and

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

WHEREAS, Site/Subdivision Plan (*PWC Plan Number*) hereinafter called the "Plan", which is expressly made a part hereof, as approved or to be approved by the County, provides for 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 Plan 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 (DSCM) and the plans and specifications identified on the Plan. (*Each facility type shall be identified in THIS AGREEMENT*)

1. The Landowner shall maintain the stormwater management/BMP facilities in good working condition, acceptable to the County, so that they are performing their design functions.
2. The Landowner shall provide an annual inspection to be performed by a Virginia registered professional engineer. The report of inspections, along with a schedule for repair when needed, will be furnished to the Department of Public Works, Environmental Management Division by June 30 each year.
3. The engineer shall inspect each facility. Any deficiencies found shall be noted on the inspection checklist.
4. 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.
5. 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 the repairs to be completed.
6. 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.
7. 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.
8. 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, berms, 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.
9. In the event 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,
10. 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 claims 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 successors in interest.

13. Attachment(s) to be included as part of THIS AGREEMENT:

1. Facility location map
2. Narrative of each type of facility
3. Inspection schedule

WITNESS the following signatures and seals:

LANDOWNER:

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

Name:

Title/Capacity:

STATE/COMMONWEALTH: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

COUNTY OF/CITY: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, a Notary Public in and for the County and State aforesaid, whose commission expires on the \_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_, do hereby certify that \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (*name),* as \_\_\_\_\_\_\_\_\_\_\_\_\_\_ *(title/capacity*) whose name(s) is/are signed to the foregoing Agreement bearing the date of the \_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_, has acknowledged the same before me in my said County aforesaid.

 Given under my hand this \_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

NOTARY PUBLIC

 Commission expiration:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Registration number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

BOARD OF COUNTY SUPERVISORS

OF PRINCE WILLIAM COUNTY

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

 Name:

 Director of Public Works

STATE/COMMONWEALTH: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

COUNTY OF/CITY: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

NOTARY PUBLIC

 Commission expiration:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Registration number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_