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Examined and
Returned to:
Eric Heltzel

Heltzel Mortgage Corporation

9393 Forestwood Lane, Manassas, Va.
703-368-0288 - Fax 703-368-3538

SEP - 7 1999
TV

**STORMWATER/BMP
MAINTENANCE AGREEMENT**

THIS AGREEMENT, made and entered into this 20th day of August 1999, by and between Heltzel Mortgage Corporation hereinafter called the "Landowner", and the Board of Supervisors of Fauquier County hereinafter called the "County";

WITNESSETH, that

WHEREAS, the Landowner is the owner of certain real estate, more particularly described as The Mountain Shade subdivision also know as all that certain lot or parcel of land lying and being situate in Marshall Magisterial District, Fauquier County, Virginia, containing 10.75 acre, more or less, according to the metes and bounds description and plat of survey by Carson, Harris & Associates, LLC, dated July 21, 1998, and recorded with the deed in Deed Book 815, page 10 among the land records of Fauquier County, Virginia, Tax Map # 6060-40-6691, hereinafter called the "Property"; and

WHEREAS, Site Plan/Subdivision Plan Mountain Shade Subdivision hereinafter called the "Plan", which is expressly made a part hereof, as approved or to be approved by the County, provides for BMP's within the confines of the property; and

WHEREAS, the County and Landowner agree that the health, safety, and welfare of the residents of Fauquier County, Virginia, require/recommend that on-site Best Management Practices be constructed and maintained on the property; and

WHEREAS, the County requires that on-site Best Management Practice 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 BMP facilities shall be constructed by the Landowner in accordance with the plans and specifications identified in the Plan.
2. The Landowner shall maintain the BMP facilities as shown on the Plan in good working order acceptable to the County.

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3. The Landowner hereby grants permission to the County, its authorized agents and employees, to enter upon the Property and to inspect the BMP facilities whenever it deems necessary. Whenever possible, the County shall notify the Landowner prior to entering the Property.
4. In the event the Landowner fails to Maintain the BMP facilities as shown on the Plan in good working order acceptable to the County, the County may enter upon the property and take whatever steps it deems necessary to maintain said BMP facilities. This provision shall not be construed to allow the County to erect any structure of a permanent nature on the Land of the Landowner. It is expressly understood and agreed that the County is under no obligation to maintain or repair said facilities said facilities, and in no event shall this Agreement be construed to impose any such obligation on the County.
5. 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 shall reimburse the County upon demand, within (10) days of receipt thereof for all costs incurred by the County hereunder.
6. It is the intent of this Agreement to insure the proper maintenance of on-site BMP facilities by the Landowner, provided, however, that this Agreement shall not be deemed to create or effect any additional liability of any party for damage alleged to result from or be caused by nonpoint source pollutant runoff.
7. The Landowner, its executors, administrator, assigns, and any other successors in interest, 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 from the construction, presence, existence or maintenance of the BMP facilities by the Landowner or the County.
6. This Agreement shall be recorded among the land records of Fauquier 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.
9. The Landowner, its accessors and assigns, will hold harmless and indemnify the County of Fauquier for any loss or liability resulting from the design of this site plan, in consideration of the County's approval thereof and the County's reasonably prudent measures to require and anticipate that any foreseeable impact to adjoining properties is within the limits of property management practices.

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WITNESS the following signatures and seals:


_____(SEAL)
Landowner - Heltzel Mortgage Corporation

By: Eric L. Heltzel, Vice President

STATE OF VIRGINIA
COUNTY OF Manassas, to wit:
City

I, Susan F. Alpaugh, a Notary Public for the said County of Prince William, the State of Virginia, do hereby certify that Eric L. Heltzel whose name(s) is/are signed to the foregoing Stormwater/BMP Maintenance Agreement, bearing date of August 20, 1999, have acknowledged the same before me in my County aforesaid.

My Commission as Notary Expires 5/31/02
Given under my hand this 20th Day of August, 1999.

Susan F. Alpaugh
Notary Public



VIRGINIA: IN THE CLERK'S OFFICE OF THE FAUQUIER CIRCUIT COURT

This instrument was received in this office and with certificate admitted to record on SEP - 7 1999 at 2:50 P.m. Tax of \$ imposed by Section 58.1-802 Paid. Consideration: \$
State Tax \$ County Tax \$
Transfer Fee \$ VSLF \$1.00 Technology Fee \$3.00
Clerk's Fee \$ 12.⁰⁰ Total \$ 16.⁰⁰
Teste: Wm O'Narris Clerk