

**STORMWATER MANAGEMENT/BMP FACILITIES
MAINTENANCE AGREEMENT**

THIS AGREEMENT, made and entered into this ____ day of _____, 20____, between _____ hereinafter called the "Landowner", and the **BOARD OF SUPERVISORS OF FAUQUIER COUNTY, VIRGINIA**, hereinafter called the "County".

WITNESSETH, that

WHEREAS, the Landowner is the owner of certain real property described as: _____ recorded by deed in the land records of Fauquier County, Virginia, Deed Book _____ Page _____, 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 _____, hereinafter called the "Plan", which is expressly made a part hereof, as approved or to be approved by the County, provides for treatment of stormwater within the confines of the property; and

WHEREAS, the County and the Landowner, its successors and assigns, including any homeowners association, agree that the health, safety, and welfare of the residents of Fauquier 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, 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/BMP facilities 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/BMP facilities. This includes all pipes and channels built to convey stormwater to the facility, as well as all structures, improvements, and vegetation provided to control the quantity and quality of the stormwater. Adequate maintenance is herein defined as good working condition order acceptable to the County so that these facilities are performing their design functions. A maintenance schedule has been attached to this agreement as **Exhibit A**.
3. The Landowner, its successors and assigns, including any homeowners association, shall periodically inspect the stormwater management BMP facilities. 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, including any homeowners association, shall document all inspections, maintenance activities, and repairs that are performed on the stormwater management BMP facilities. Documents shall be maintained for a minimum period of five (5) years and shall be made available for review by, and copies shall be provided to, the County upon request.

5. The Landowner, its successors and assigns, including any homeowners association, hereby grant permission to the County, its authorized agents and employees, to enter upon the Property to inspect the stormwater management/BMP facilities periodically and whenever the County deems necessary. The purpose of inspection is to verify that proper maintenance is occurring and/or to follow-up on reported deficiencies and/or to respond to citizen complaints. The County shall provide the Landowner, its successors and assigns, including any homeowners association, copies of the inspection findings and a directive to commence with the maintenance or repairs if deemed necessary.

6. In the event the Landowner, its successors and assigns, including any homeowners association, fails to maintain the stormwater management/BMP facilities in good working condition acceptable to the County, the County may enter upon the Property and take whatever steps deemed necessary to correct deficiencies identified in the inspection report and to charge the costs of such repairs to the Landowner, its successors and assigns, including any homeowners association. 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/BMP facilities. 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.

7. The Landowner, its successors and assigns, including any homeowners association, will perform the work necessary to comply with the attached maintenance schedule (Exhibit A), including sediment removal, and as otherwise required to keep these facilities in good working order as appropriate.

8. 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, including any homeowners association, shall reimburse the County upon demand, within thirty (30) days of receipt thereof for all actual costs incurred by the County hereunder.

9. This Agreement imposes no liability of any kind whatsoever on the County, its agents, and its employees. In addition, the Landowner agrees to hold the County, its agents, and its employees harmless from any liability in the event the stormwater management/BMP facilities fail to operate properly.

10. 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 interests, including any homeowners association.

WITNESS the following signatures and seals on the following page(s):

(Corporate Principal)

By: _____ (SEAL)

_____ (Print Name)

Individual Principal(s)

By: _____ (SEAL)

_____ (Print Name)

STATE OF _____

CITY / COUNTY OF _____

The foregoing Agreement was acknowledged before me this ____ day of

_____ 20____, by _____

NOTARY PUBLIC _____

My Commission Expires: _____

COUNTY OF FAUQUIER, VIRGINIA

By:

Kerry Wharton
Program Administrator

STATE OF VIRGINIA

COUNTY OF FAUQUIER

The foregoing Agreement was acknowledged before me this ____ day of

_____ 20____, by Kerry Wharton, Program Administrator.

NOTARY PUBLIC _____

My Commission Expires: _____

COUNTY ATTORNEY _____

(AS TO FORM)