

**STORMWATER MANAGEMENT FACILITY
MAINTENANCE AGREEMENT**

This Stormwater Management Facility Maintenance Agreement (Agreement) shall be effective on the ____ day of _____, 20__ (Effective Date) and shall remain in effect until the facilities as described herein are removed or replaced in compliance with state and local law.

The Parties to this Agreement are:

“Owner”:

Attention: _____

“County”:

County of Washington, Virginia
1 Government Center Place, Suite A
Abingdon, Virginia 24210
Attention: Stormwater Program
Administrator

Owner holds title in fee simple absolute of certain real property, described as:

Tax Parcel Identification Number(s): _____

Legal Description or Reference to Instrument Number of Deed: _____

_____ ,

hereinafter referenced as the “Property.”

RECITALS:

1. Owner intends to build on and develop the Property, which will require land-disturbing activities.
2. County is the Administrator of the Virginia Stormwater Management Program in Washington County, Virginia, which was established to manage the quality and quantity of runoff resulting from land-disturbing activities, as established by Washington County Code Chapter 30, Article VII, Stormwater Management (Ordinance) and mandated by the State Water Control Law (Virginia Code, Title 62.1, Chapter 3.1).
3. In accordance with state and local law, as referenced above, the Owner has constructed on the Property facilities to manage the quality and quantity of runoff resulting from land-disturbing activities, which shall hereinafter referenced as the “Facility”.
4. In further compliance with such state and local law and in the interest of the health, safety, and welfare of the residents of Washington County, Virginia, the County requires that the Owner maintain the Facility in accordance with Best Management Practices (BMP) as established by state and local law and regulation.

5. This Agreement shall provide for the long-term responsibility for and maintenance of the Facility and other techniques specified herein or in incorporated Exhibits in accordance with Washington County Code section 30-209, and 9 VAC 25-870-112.

COVENANTS:

The parties, therefore, agree as follows:

6. Upon conveyance of its ownership interest in the Property, Owner shall provide to the County written notice of such conveyance. Until such written notice is received by the County, Owner and such successor in interest, shall be jointly and severally liable for the Owner responsibilities and agreements as set forth herein. Notwithstanding the foregoing, in the absence of receipt of such written notice of conveyance, the County may provide written release of the prior Owner from such liability upon receipt of written acknowledgement of responsibility by the successor in interest.
7. Owner shall submit to County the following exhibits, which the County shall maintain in perpetuity or until the Facility is removed or replaced in compliance with state and local law and regulation, which exhibits shall hereinafter be referenced as "Facility Maintenance Documents". Further, such exhibits shall be considered a part of this Agreement to signify County approval and Owner agreement to maintain the Facility in accordance with their provisions:
 - a. County-approved Stormwater Management Plan in accordance with 9 VAC 25-870-55;
 - b. Best Management Practices Maintenance Schedule (Maintenance Schedule), which shall include, among other content, a schedule of inspection frequency; and
 - c. Construction Record Drawing(s) (As-Built(s), including On-Site Changes from Original Design) appropriately sealed and signed by a professional registered in the Commonwealth of Virginia.
8. Owner shall record in the land records of the Circuit Court of the County of Washington, Virginia, the following exhibits:
 - a. This Agreement; and
 - b. Construction Record Drawing(s) (As-Built(s), including On-Site Changes from Original Design) appropriately sealed and signed by a professional registered in the Commonwealth of Virginia.
9. This Agreement shall constitute a covenant running with the land, binding on the Owner, its administrators, executors, assigns, heirs and any other successors in interests, including any homeowner association. References to Owner throughout this Agreement shall mean Owner's successors in interest, in the event of a succession in interest, as provided in this paragraph.
10. Owner shall maintain the Facility in accordance with the Facility Maintenance Documents. Maintenance responsibilities shall ensure good working condition of the Facility including, without limitation, all pipes and channels built to convey stormwater, as well as all structures,

improvements, and vegetation provided to control the quantity and quality of stormwater, as well as access road(s). Maintenance shall be considered adequate if the Facility is in good working condition so that these appurtenances are performing their design functions and maintaining required water quality and quantity treatments.

11. Owner or its authorized agent shall inspect the Facility in accordance with the Maintenance Schedule. The purpose of the inspections is to assure safe and proper functioning of the Facility. Inspections shall consider the entire Facility including, without limitation, all pipes and channels built to convey stormwater, as well as all structures, improvements, and vegetation provided to control the quantity and quality of stormwater, as well as access road(s).
12. Owner or its authorized agent shall prepare Inspection Reports for each inspection, which shall include date of inspection, list of features inspected, evaluation of each feature as being in good condition or in need of correction, description of corrections required, and identification and signature of inspector. Identification of inspector shall include inspector's printed name, business affiliation, if any, and qualifications in accordance with law and regulation. In the event correction or repair is required, such action shall be completed as soon thereafter as reasonably practicable and an inspection performed to confirm satisfactory completion or to state the need for additional correction or repair.
13. Owner or its authorized agent shall document all inspections, maintenance activities, corrections, and repairs that are performed on the Facility, and such documentation hereinafter will be referenced as "Facility Records." Owner shall maintain in Owner's main office each Facility Record for a minimum period of five (5) years after the date of the event documented thereon, and upon request by the County, Owner shall make Facility Records available for review or provide copies to the County.
14. Owner shall submit to County on an annual basis a copy of the Facility Records for each 12-month period. Such submittal shall be made to the County no later than December 1 each year for the preceding 12-month period of November 1 – October 31.
15. Owner grants permission to County and County's authorized agents to enter upon the Property to inspect the Facility. County will provide advance notice of intent to inspect except in the event of an emergency or when responding to investigate a complaint. Unless necessary for enforcement purposes, County will not interfere with Owner's business operations on the Property during such entry and inspection. The purpose of inspections is to verify that proper maintenance is occurring, to follow-up on reported deficiencies, to respond to citizen complaints, and/or other reasons as deemed necessary by the County. Upon request, County shall provide Owner a copy of the inspection findings and, at the County's sole discretion, County may issue to Owner directives to commence maintenance, correction, and/or repairs.
16. In the event Owner fails to maintain the Facility as required herein and in accordance with state and local law and ordinance and such failure continues without correction after receipt of notice from County of such failure that specifies the time period allowed for correction (except in the event of an emergency, when no such notice shall be required), County or County's authorized agents may enter upon the Property and take whatever steps necessary to correct deficiencies. Owner agrees to reimburse the County the expense of such corrections funded by the County within 30 days of receipt from the County of an invoice for reimbursement of such expense. It is expressly understood and agreed that the County is under no obligation to maintain or repair the

Facility, and in no event shall this Agreement be construed to impose any such obligation in the County.

- 17. This Agreement imposes no liability of any kind whatsoever on the County. Owner shall indemnify and hold County and its agents and employees harmless from any and all liability in the event the Facility fails to operate properly, unless the County's sovereign immunity and/or public official immunity does not apply.
- 18. This Agreement shall be governed by the laws of the Commonwealth of Virginia, and, any litigation involving this Agreement shall be in the court of jurisdiction in the County of Washington, Virginia.
- 19. In the event any provision of the Agreement is found by a court of competent jurisdiction to be illegal, invalid, or unenforceable, that shall not affect the validity or enforceability of any other provision of this Agreement.
- 20. Owner's failure to comply with this Agreement may result in enforcement by the County or other authorized governmental entity in accordance with County's Stormwater Management Ordinance (County Code of Ordinances, Chapter 30, Article VII) and/or the Virginia Water Control Law (Virginia Code, Title 62.1, Chapter 3.1), which may include civil and/or criminal prosecution.
- 21. By their signatures, below, the signatories represent their due authorization to certify agreement on behalf of the parties to this Agreement.

The persons, identified below, certify agreement on behalf of the parties hereto, to be effective as of the date stated in the introductory clause.

Owner – Complete Legal Name-Printed

Signature

By: _____

Printed Name

Its: _____

Title of Signatory

State/Commonwealth of _____

County/City of _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____,
by _____ as (Title) _____
on behalf of (Owner/Business Entity Printed Name) _____.

Notary Public

My Commission Expires _____.

Registration # _____.

**COUNTY OF WASHINGTON, VIRGINIA
STORMWATER MANAGEMENT PROGRAM**

By: _____
Printed Name: _____
Stormwater Management Program Administrator

Commonwealth of Virginia:
County of Washington

The foregoing instrument was acknowledged before me this _____ day of _____, 20____,
by _____ as Administrator of the Washington County, Virginia, Stormwater
Management Program.

Notary Public
My Commission Expires _____.
Registration # _____.