



COUNTY OF LANCASTER

Department of Planning/Land Use
8311 Mary Ball Road
Lancaster, VA 22503
(804) 462-5129
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STORMWATER MANAGEMENT/BMP FACILITIES MAINTENANCE

AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____,
_____ by and between _____ (hereafter called the
“Landowner”) and the County of Lancaster, Virginia, (hereinafter called the “County”);

WITNESSETH, that

WHEREAS, the landowner is the owner of certain real property described as
_____ and as recorded by deed in the land records of
Lancaster County, Virginia, Deed Book _____ at Page _____ (hereinafter called
the “Property”); and

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

WHEREAS, Plan Description _____

_____ hereinafter called the “Plan”, which is on file in
the office of the Zoning Administrator for Lancaster County as Plan Number _____ which
is expressly made a part hereof, as approved or to be approved by the County, provides for
management of stormwater within the confines of the Property; and

WHEREAS, the County and the Landowner, its successors and assigns agree that the
health, safety, and welfare of the residents of Lancaster 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;

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, shall maintain the stormwater Management/BMP facilities in good working condition, acceptable to the County, so that they are performing their design functions.
3. The Landowner, its successors and assigns, at its sole expense hereby agrees to cause the stormwater management/BMP facilities to be inspected by a professional engineer licensed to practice as such by the Commonwealth of Virginia, at such regular intervals as deemed necessary by the County. Such inspections shall either determine that the stormwater management/BMP facilities continue to meet the design specifications as shown the Plan or else indicate what corrective measures must be taken to return the facilities to the original design specifications as shown on the Plan. The Landowner, its successors and assigns, shall provide a written copy of the inspection certified by the professional engineer to the County. The County shall make the final determination of the need for and extent of corrective measures and the County shall in no way be bound by the inspection or recommendations of the professional engineer.
4. The Landowner, its successors and assigns, 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 assure 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, its successors and assigns, copies of the inspection report with findings and evaluations.

5. The County may order in writing the Landowner, its successors and assigns, to take any corrective measures which the County deems necessary to maintain the stormwater management/BMP facilities in good working order. In the event the Landowner, its successors and assigns, 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 it deems necessary to maintain said stormwater management/BMP facilities and to charge the costs of the repairs to the Landowner, its successors and assigns. This provision shall not be constructed 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 constructed to impose any such obligation on the County.

6. The Landowner, its successors and assigns, will perform maintenance in accordance with the maintenance schedule for stormwater management/BMP facilities including sediment removal as outlined on the approved Plan.

7. 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 successor and assigns, shall reimburse the County upon demand, within ten days of receipt thereof for all costs incurred by the County hereunder.

8. The Landowner, its successors and assigns, 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 Landowners, its successors and assigns. In the event a claim is asserted against the County, its agents or employees, the County shall promptly notify the Landowners, their successors and assigns, 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, its successors and assigns shall pay all costs and expenses in connection therewith.

9. This agreement shall be recorded among the land records of Lancaster 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.

WITNESS the following signatures and seals:

Landowner (Seal)

By: _____

Print Name

Print Title

ATTEST:

STATE OF _____ COUNTY OF _____

I, _____, a Notary Public in and for the County and State aforesaid, whose commission expires on the _____ day of _____, _____, do hereby certify that _____

whose name(s) is/are signed to the foregoing Agreement bearing date of _____, _____, has acknowledge the same before me in my said County and State.

GIVEN UNDER MY HAND THIS _____ day of _____, _____.

Notary Public

Notary #:

