

TAX MAP NO: XXXX

RPC # _____

Exempt from TTF pursuant to 17.1-279

Prepared by / Return to:
Office of the County Attorney
7400 Justice Drive
P.O. Box 1309
Gloucester, VA 23061

FOREST / OPEN SPACE MAINTENANCE AGREEMENT

THIS AGREEMENT is made this _____ day of _____, 20____, by and between _____ (the "Owner") and the County of Gloucester, Virginia (the "County").

WITNESSETH:

WHEREAS, the Owner is the owner and tenant of certain real property in Gloucester County, Virginia Tax Map Parcel Number(s) _____, RPC # _____ as recorded by deed in the land records of Gloucester County, Virginia at Deed Book _____, Page _____ ("the property"); and

WHEREAS, Gloucester County currently is the local Virginia Stormwater Management Program (VSMP) Authority; and

WHEREAS, the Property is being developed into a project known and designated as _____, as shown and described on the Stormwater Management Plan for the Property dated _____, 20____, and revised through _____, 20____ (the "Plan"), a copy of which is retained by the County and incorporated herein by reference; and

WHEREAS, the Plan includes one or more conserved forest or open space areas (the "Area") to control post development nonpoint source pollution from the Property; and

WHEREAS, to comply with § 62.1-44. 15:28 of the Code of Virginia and the attendant regulations pertaining to this project, the Owner agrees to maintain the Area in accordance with the Maintenance Plan dated _____, 20____ and revised through _____, 20____ (the Maintenance Plan), a copy of which is attached hereto as Exhibit A.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants contained herein, the receipt and sufficiency of which are acknowledged hereby, and in accordance with the following terms and conditions, the parties agree as follows:

1. The County and its agents may enter the Property to perform periodic inspections to ensure the property maintenance of the Area. These inspections will be conducted at reasonable times. Whenever possible, the County will notify the Owner prior to entering the Property. If the County finds that corrective actions must be undertaken to return the Area to its original state, as shown and described in the Plan, the Owner shall complete any such corrective actions within thirty (30) calendar days of the inspection, or a longer period as approved by the County.
2. The Owner, at the Owner's sole expense, shall maintain the Area in perpetuity and in a manner which will enable the Area to remain in compliance with the Virginia Stormwater Management Program Regulations and the Area's original state, as shown and described in the Plan and Maintenance Plan.
3. The Owner shall provide a right of ingress and egress for the County and its agents to perform the periodic inspections referenced above.
4. The Owner shall save, hold harmless, and indemnify the County and its agents against all liability, claims, demands, costs, and expenses arising from, or out of, the Owner's failure to comply with the terms and conditions set forth herein, or arising from acts of the Owner related to the maintenance of the Area.
5. This Agreement shall constitute a covenant running with the land and shall insure to the benefit of and shall be binding upon the parties hereto, their respective heirs, successors, and assigns, including, without limitation, any subsequent VSMP Authority for Gloucester County and all subsequent Owners of the Property, as well as any property owner's association or similar organization responsible for maintenance of the Area. This Agreement shall be described in full or incorporated by reference into each deed of conveyance out of the Property. The Owner shall notify the County in writing within thirty (30) days of conveying any interest in the Property affecting the ownership or responsibility for maintenance of the Area.
6. Upon execution of this Agreement, it shall be immediately recorded in the Clerk's Office of the Circuit Court of Gloucester County, Virginia, at the Owner's sole expense. A copy of the recorded agreement shall be provided to the County within thirty (30) days of recordation. The Owner also stipulates, by this Agreement, that final plats for any land on which the Area and / or a portion of

the Area is situation will include a reference to this Agreement and to its location in the land records of Gloucester County, Virginia.

IN WITNESS WHEREOF, the Owner and the County have caused this Agreement to be signed in their names by their duly authorized representatives as of the date first set forth above.

IN WITNESS WHEREOF, the Owner and the County have entered into this FOREST/ OPEN SPACE MAINTENANCE AGREEMENT as of this _____ day of _____, 20____.

FOREST / OPEN SPACE MAINTENANCE AGREEMENT
Owner Signature Page

(Owner's Name Here)

By: _____ (SEAL)

Signatory's Title

Commonwealth of _____

County of _____

The foregoing instrument was acknowledged before me this _____ day of _____,

20 ____, by _____ (name),

_____ (title)

Notary Public

Notary Registration No: _____

My Commission Expires: __/__/____

FOREST / OPEN SPACE MAINTENANCE AGREEMENT
Gloucester County, Virginia Signature Page

County of Gloucester, Virginia

By: _____

Carol E. Steele, County Administrator

Commonwealth of _____

County of _____

The foregoing instrument was acknowledged before me this _____ day of _____,

20 ____, by _____ (name),

_____ (title)

Notary Public

Notary Registration No: _____

My Commission Expires: __/__/____

Approved as to form:

By: _____

Edwin N. Wilmot

County Attorney