

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

Stormwater Maintenance Agreement

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

WHEREAS _____ is the owner of that ____ ACRES parcel of land (Tax Map Number _____, RPC # _____) located at _____ Gloucester County, Virginia (the "Property"); and

WHEREAS, a Development Plan prepared by _____ dated _____, 20__, last revised _____, 20__ and subsequent revisions approved by the County, and entitled "_____" (the "Plan") has been approved by the County; and

WHEREAS, said Plan provides for stormwater management facilities for the treatment and control of stormwater runoff ("the Facilities") and described as: INDICATE STORMWATER MANAGEMENT FACILITIES (UNDERGROUND DETENTION SYSTEM), DITCHING, PIPING AND STORMWATER APPURTENANCES HERE; and

WHEREAS the County requires that the Facilities as shown on the Plan be properly constructed and adequately maintained by the Owner.

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 Owner shall maintain the Facilities in such a manner as to assure good working order acceptable to the County.
2. The Owner hereby grants permission to the County, its authorized agents and employees to enter upon the Property and to inspect the Facilities whenever it deems necessary. Whenever practicable, the County shall notify the Owner prior to entering the Property.
3. In the event the Owner fails to maintain the Facilities in good working order acceptable to the County, the County may notify the Owner in writing of any obligation Owner fails to perform or satisfy under this agreement. Owner shall have 15 days after notice is received, except in cases of emergency, in which to remedy the situation and repair the facilities to working order as approved by the County. The County may enter upon the Property to maintain the said Facilities immediately in case of emergency, or after the fifteen-day notice period. 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 construed to impose any such obligations on the County.

4. 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 Owner or its successors shall reimburse the County, upon demand, within 30 days of receipt thereof for all costs incurred by the County hereunder.

5. This Agreement shall be recorded in the Gloucester Circuit Court Clerk's office and SHALL CONSTITUTE A COVENANT RUNNING WITH THE LAND.

6. The Owner, its executors, administrators, assigns and other successors of interest shall indemnify and hold the County and its agents and employees harmless for any and all damages, accidents, casualties, occurrences or claims which might arise or be asserted against the County from the construction, operation and maintenance of the Facilities. The Owner hereby agrees to indemnify and save the County harmless from any and all costs, liability, or expense arising from a malfunction of the Facilities or Owner's failure to repair same in accordance with the requirements hereof.

IN WITNESS WHEREOF, the Owner and the County have entered into this STORMWATER MAINTENANCE AGREEMENT as of this _____ day of _____, 20__.

(SIGNATURE PAGES TO FOLLOW)

STORMWATER MAINTENANCE AGREEMENT

Owner Signature Page

(Insert Owner's Name)

By: _____
(SEAL)

Signatory's Title

Commonwealth/State of: _____

County of _____

The foregoing instrument was acknowledged before me this ____ day of _____,
20____ by _____ (name), _____ (title).

Notary Public

My commission expires: __/__/____

Notary Registration No.: _____

STORMWATER MAINTENANCE AGREEMENT

Gloucester County, Virginia Signature Page

County of Gloucester, Virginia

By: _____
Carol E. Steele, County Administrator

Commonwealth of Virginia
County of _____

The foregoing instrument was acknowledged before me this _____ *day of* _____, 20____ *by*
_____ *(name),* _____ *title).*

Notary Public

My commission expires: _/_/_/_____
Notary Registration No.: _____

Approved as to form:

By: _____ (sign name)
Edwin N. Wilmot
County Attorney