

STORMWATER MANAGEMENT INSPECTION & MAINTENANCE AGREEMENT

THIS AGREEMENT, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between \_\_\_\_\_ (insert full name of Owner) hereinafter called the “Landowner”, and the City Council of the City of Staunton, Virginia, hereinafter call the “City.”

WITNESSETH, that

WHEREAS, the Landowner is the owner of certain real property described at \_\_\_\_\_ (insert City of Staunton tax map/parcel identification number) as recorded by deed in the land records of the City of Staunton, Virginia as Deed Book \_\_\_\_\_, Page \_\_\_\_\_, hereinafter called the “Property”;

WHEREAS, the Landowner is proceeding, or has already proceeded, to build on and develop the property; and

WHEREAS, the Site Plan/Subdivision Plan known as \_\_\_\_\_ (insert name and City Number of plan), hereinafter called the “Plan”, which is expressly made a part hereof, as approved or to be approved by the City, provides for conveyance, detention and/or treatment of stormwater within the confines of the property; and

WHEREAS, the City and the Landowner, its successors and assigns, including any homeowners association, agree that the health, safety, and welfare of the residents of the City of Staunton, Virginia, require that on-site stormwater management (hereinafter called “SWM”) facilities be constructed and maintained on the Property; and

WHEREAS, the City requires that on-site SWM 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 SWM 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 SWM 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 so that these facilities are performing their design functions.

3. The Landowner, its successors and assigns, shall inspect the SWM facility and prepare an inspection report annually. The purpose of the inspection is to assure safe and proper functioning of the facilities. The inspection report shall cover the entire facilities, berms, outlet structure, pond areas, access roads, etc. Deficiencies shall be noted in the inspection reports and such reports shall be kept in a file on the subject property. The Landowner shall furnish copies of such reports to the City if requested.

4. The Landowner, its successors and assigns, hereby grant permission to the City, its authorized agents and employees, to enter upon the Property and to inspect the SWM facilities whenever the City deems necessary. The purpose of inspection is to follow-up on reported deficiencies and/or to respond to citizen complaints. The City shall provide the Landowner, its successors and assigns, copies of the inspection findings and a directive to commence with the repairs if necessary.

5. In the event the Landowner, its successors and assigns, fails to maintain the SWM facilities in good working condition acceptable to the City, the City may enter upon the Property and take whatever steps necessary to correct deficiencies identified in the inspection report and to charge the costs of such repairs to the Landowner, its successors and assigns. This provision shall not be construed to allow the City to erect any structure of permanent nature on the land of the Landowner outside of the easement for the SWM facilities. It is expressly understood and agreed that the City 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 City.

6. The Landowner, its successors and assigns, will perform the work necessary to keep these facilities in good working order as appropriate. In the event a maintenance schedule for the SWM facilities (including sediment removal) is outlined on the approved plans, the schedule will be followed.

7. In the event the City pursuant to the 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, shall reimburse the City upon demand, within thirty (30) days of receipt thereof for all actual costs incurred by the City hereunder.

8. This Agreement imposes no liability of any kind whatsoever on the City and the Landowner agrees to hold the City harmless from any liability in the event the SWM facilities fail to operate properly.

9. This Agreement shall be recorded among the land records of the City of Staunton, 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.

10. This agreement shall be governed by the laws of the Commonwealth of Virginia.

11. Any disputes arising from or as a result of this Agreement shall be resolved in the Circuit Court for the City of Staunton, Virginia or the Fourth Circuit Federal District Court in Harrisonburg

12. If any provision of this Agreement is found to be illegal, invalid, or unenforceable, that shall not affect the validity or enforceability of any other provision of this agreement.

\_\_\_\_\_  
Company/Corporation/Partnership Name (Seal)

By: \_\_\_\_\_

\_\_\_\_\_

(Type Name)

\_\_\_\_\_

(Type Title)

STATE OF \_\_\_\_\_ CITY OF \_\_\_\_\_

The foregoing Agreement was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by

\_\_\_\_\_. My Commission Expires: \_\_\_\_\_

NOTARY PUBLIC

CITY OF STAUNTON, VIRGINIA

By: \_\_\_\_\_

\_\_\_\_\_

(Type Name)

\_\_\_\_\_

(Type Title)

STATE OF \_\_\_\_\_ CITY OF \_\_\_\_\_

The foregoing Agreement was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by

\_\_\_\_\_. My Commission Expires: \_\_\_\_\_

NOTARY PUBLIC