STORMWATER MANAGEMENT/BMP FACILITIES
MAINTENANCE AGREEMENT

THIS AGREEMENT, made and entered into this ___ day of ___________, 20___, by and between [Insert Full Name of Property Owner(s)]_______________ (“Landowner”), the GRANTOR, in favor of the CITY OF CHARLOTTESVILLE, VIRGINIA, (hereinafter, "City"), whose address is P.O. Box 911, Charlottesville, Virginia, 22902.

WITNESSETH:

WHEREAS, the Landowner is the owner of certain real property described on City of Charlottesville Tax Map _____ as Parcel _______, as recorded by deed in the land records of the City of Charlottesville, Virginia, in Deed Book __________ at Page __________, or instrument number__________, hereinafter called the "Property"; and

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

WHEREAS, the Site Plan/Subdivision Plan known as __________, [insert name of Plan/Development], dated __________, 20____, as it may be revised from time to time hereafter ("Plan"), which Plan is expressly made a part hereof, as approved or to be approved by the City, provides for detention of stormwater within the confines of the property; and

WHEREAS, the parties hereto agree that the health, safety, and welfare of the residents of the City of Charlottesville, Virginia, require that on-site stormwater management/best management practices facilities (“SWM/BMP facilities”) be constructed and maintained on the Property; and

WHEREAS, the City requires that the SWM/ BMP facilities as shown on the Plan be constructed and adequately maintained by the Landowner, its successors and assigns, including without limitation 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 SWM/BMP facilities shall be constructed by the Landowner, its successors and assigns, including without limitation any homeowners’ association (respectively, hereinafter “Landowner”) in accordance with the plans, specifications and requirements identified in the Plan.
2. The Landowner shall maintain the SWM/BMP facilities in good working order at all times. This includes all pipes and channels built to convey stormwater to such facilities, as well as all structures, improvements, and vegetation provided to control the quantity and quality of stormwater. For the purposes of this agreement, “good working order” refers to a condition in which the SWM/BMP facilities are performing their design functions. In the event a maintenance schedule for the SWM/BMP facilities is outlined within the final approved Plan, the Landowner shall follow that schedule.

3. The Landowner shall inspect the SWM/BMP facilities annually and shall submit to the City an annual inspection report, using a form provided by the City. The purpose of the inspection is to assure that the SWM/BMP facilities are in good working order. The inspection shall cover the SWM/BMP facilities in their entirety, including, without limitation: berms, outlet structures, pond areas, access roads, etc. Deficiencies discovered during the Landowner’s inspection shall be noted in the inspection report.

4. The Landowner hereby grants to the City, its authorized agents and employees, a right of entry upon the Property for the purpose of inspecting the SWM/BMP facilities whenever the City deems inspection to be necessary in order to review suspected or reported deficiencies and to respond to citizen complaints. Upon request, the City shall provide the Landowner copies of public records reflecting its inspection findings.

5. In the event the Landowner fails to maintain the SWM/BMP facilities in good working order, the City may enter upon the Property and take whatever steps it deems necessary to correct deficiencies and may charge the costs of such corrective action to the Landowner. It is expressly understood and agreed by the Landowner that the City is under no obligation to maintain or repair said facilities, routinely or otherwise, and in no event shall this Agreement be construed to impose any such obligation on the City. In the event the City performs work of any nature, or expends any funds or public resources in performance of said work (for labor, equipment, supplies, materials, etc.), the Landowner shall reimburse the City for the actual cost of such work or expenditure(s) within thirty (30) days of receipt of presentation of a demand therefor.

6. Landowner agrees to hold the City harmless from and against all liability, of any nature whatsoever, arising out of or in connection with (a) the construction and maintenance of the SWM/BMP facilities by Landowner, and (b) the failure of such SWM/BMP facilities to operate properly.

7. This Agreement shall be recorded among the land records of the City of Charlottesville, 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 interest, including any homeowners’ association.
WITNESS the following signatures and seals:

GRANTOR:

________________________________
By:_____________________________
Title: ___________________________

COMMONWEALTH OF VIRGINIA
CITY/COUNTY OF ________________, to wit:

The foregoing Agreement was acknowledged before me this _______ day of
_____________________, 20___ by ________________________________, on behalf of
the Grantor.

________________________________
NOTARY PUBLIC
Registration #: ________________

ACKNOWLEDGED:

________________________________
City Official With Authority to Approve
Subdivision/Site Plans

COMMONWEALTH OF VIRGINIA
CITY/COUNTY OF ________________, to wit:

The foregoing Agreement was acknowledged before me this _______ day of
_____________________, 20___ by ________________________________, on behalf of
the City of Charlottesville.

________________________________
NOTARY PUBLIC
Registration #: ________________