

STORMWATER MANAGEMENT/BMP FACILITIES MAINTENANCE AGREEMENT

THIS AGREEMENT, made and entered into this ____ day of _____, 20____,
between _____,

(Insert Full Name of Company/Corporation/Partnership Name)

hereinafter called the "Landowner", and the Board of Supervisors of Roanoke County, Virginia,
hereinafter called the "County". WITNESSETH, that WHEREAS, the Landowner is the owner
of certain real property described as:

_____,
(Roanoke County Tax Map/Parcel Identification Number)

_____,
(Roanoke County Tax Map/Parcel Identification Number)

_____,
(Roanoke County Tax Map/Parcel Identification Number)

hereinafter called the "Property";

WHEREAS, this tract of land is the site of a stormwater management facility being a
stormwater management and/or water quality BMP facility and accompanying structures, a plat
and stormwater facilities maintenance schedule of which is attached hereto;

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

WHEREAS, the Site Plan/Subdivision Plan known as

_____,
(Name of Plan/Development)

hereinafter called the "Plan", which is expressly made a part hereof, as approved or to be
approved by the County, provides for treatment of stormwater within the confines of the
property; and

WHEREAS, the County and the Landowner, its successors and assigns, including any
homeowners association, agree that the health, safety, and welfare of the residents of Roanoke
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, 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 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, including any homeowners association, shall adequately maintain the stormwater management/BMP 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 periodically inspect the stormwater management BMP facilities. The purpose of the inspection is to assure safe and proper functioning of the facilities. The inspection shall cover the entire facilities, berms, outlet structure, pond areas, access roads, etc. Deficiencies shall be noted in the inspection report.

4. The Landowner, its successors and assigns, shall document all inspections, maintenance activities and repairs that are performed on the stormwater management BMP facilities. Documents shall be maintained for a minimum period of five (5) years and they shall be made available for review by, or copies shall be provided to, the County upon request.

5. The Landowner, its successors and assigns, hereby grant permission to the County, its authorized agents and employees, to enter upon the Property and to inspect the stormwater management/BMP facilities periodically and whenever the County deems necessary. The purpose of inspection is to verify that proper maintenance is occurring and/or to follow-up on reported deficiencies and/or to respond to citizen complaints. The County shall provide the Landowner, its successors and assigns, copies of the inspection findings and a directive to commence with the maintenance or repairs if necessary.

6. 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 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 County to erect any structure of permanent nature on the land of the Landowner outside of the easement for the stormwater management/BMP facilities. It is expressly understood and agreed that the County 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 County.

7. The Landowner, its successors and assigns, will perform the work necessary to comply with the attached maintenance schedule, including sediment removal, and as otherwise required to keep these facilities in good working order as appropriate.

8. 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 successors and assigns, shall reimburse the County upon demand, within thirty (30) days of receipt thereof for all actual costs incurred by the County hereunder.

9. This Agreement imposes no liability of any kind whatsoever on the County and the Landowner agrees to hold the County harmless from any liability in the event the stormwater management/BMP facilities fail to operate properly.

10. This Agreement shall be recorded among the land records of Roanoke 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, including any homeowners association.

IN WITNESS of all which the parties hereto have caused this agreement to be executed on their behalf.

Legal Names :

Principal

Developer: _____
(Insert Full Name of Company/Corporation/Partnership Name)

By: _____ (SEAL)
(Duly Authorized Officer Signature)

As: _____ (TITLE)
(Duly Authorized Officer Title)

Notary Statement:

State of: _____:

County/City of: _____, to wit:

The foregoing instrument was acknowledged before me this:

_____, day of _____, 20 _____,

By: _____ as _____
(Duly Authorized Officer Printed Name) (Duly Authorized Officer Printed Title)

on behalf of _____
(Insert Full Name of Company/Corporation/Partnership Name)

_____/_____
(Notary Public Signature) (Notary Public Printed Name)

My Commission expires: _____ Registration # _____

Approved as to Form:

Board of Supervisors of
Roanoke County, Virginia

County Attorney

By: _____(SEAL)
B. Clayton Goodman, III, County Administrator

State of: Virginia :

County/City of: Roanoke, to wit:

The foregoing instrument was acknowledged before me this:

_____, day of _____, 20 _____,

by B. Clayton Goodman, III, County Administrator, on behalf of the Board of Supervisors of
Roanoke County, Virginia.

(Notary Public Signature)

/ _____
(Notary Public Printed Name)

My Commission expires: _____ Registration # _____

STORMWATER MANAGEMENT AND BMP FACILITIES MAINTENANCE SCHEDULE

Tax Map/Parcel Identification Number: _____

Deed Book/Page Number: _____
Name of Plan/Development: _____

List of BMP Types and Number of Facilities:

(Type of BMP)

(Number of Facilities of Listed Type)

PROVIDE COMPLETE MAINTENANCE SCHEDULE FOR EACH BMP TYPE. IF NECESSARY EXPAND TYPICAL SCHEDULE.

BMP Type: _____

Required Action	Maintenance Objective	Frequency of Action
Inspections		
Vegetation Management		
Slope, Embankment, and Outlet Stabilization		
Debris and Litter Control		
Mechanical Components		
Insect Control		
Access Road and Area Maintenance		
Sediment and Pollutant Removal		
Component Repair and Replacement		
Other		