



Roanoke County Tax Map No. _____
Property Owner(s): _____

STORMWATER FOREST/OPEN SPACE CONSERVATION EASEMENT

THIS STORMWATER FOREST/OPEN SPACE CONSERVATION EASEMENT
("Easement") is made and entered into this _____ day of _____, _____, between
_____ ("Grantor") and the BOARD OF
SUPERVISORS OF ROANOKE COUNTY, VIRGINIA, a political subdivision of the
Commonwealth of Virginia ("Grantee"),

RECITALS:

WHEREAS, the Grantor is the owner of certain real estate located in the County of Roanoke, Virginia, designated as Roanoke County Tax Map No. _____, which Grantor obtained by deed dated _____, on record in the Clerk of Circuit Court's Office for the County of Roanoke, Virginia, as Instrument No. _____ ("Property"),

WHEREAS, the Grantor desires to develop the Property as _____ ("Project") and has submitted to the County of Roanoke, Virginia, Department of Development Services ("County") a Development Plan titled "_____" and dated _____ ("Development Plan") that details the Project and the Easement, which Development Plan was filed in the County's Department of Development Services, on _____, _____, and is incorporated by reference herein,

WHEREAS, applicable Commonwealth of Virginia laws and regulations, including but not limited to, the Virginia Stormwater Management Act (Section 62.1-44.15:24 *et seq.*, Code of Virginia (1950) as amended), and regulations under the Virginia Stormwater Management Program (9VAC25-875-10 *et seq.*, Virginia Administrative Code), require land development methods to control, treat, manage, and evaluate the amount of pollutants and storm water runoff that are generated by the Project from reaching and, polluting streams, creeks, rivers, and other waterways,

WHEREAS as a means of controlling, treating and managing such pollutants and stormwater runoff, the Grantor desires to grant this Easement to the County as the Grantee has determined that Grantor has a sufficient amount of undisturbed, natural, open space to serve as a natural drainage treatment for stormwater runoff from the Property to satisfy the requirements of the Virginia Stormwater Management Act and the Virginia Stormwater Management Program in order that Grantor may obtain the required permits from Grantee to develop the Property for the Project.

NOW THEREFORE, THAT, FOR AND IN CONSIDERATION of the sum of ONE AND NO/100 DOLLARS (\$1.00), and other good and valuable consideration, and the above recitals which are incorporated herein, Grantor does hereby GRANT AND CONVEY unto Grantee, Grantee's successors, and assigns, the Easement described herein, and the right in perpetuity to restrict the use of the Property, for the purpose of providing storm drainage treatment in connection with the Project, said Easement being over, through, under and across real estate lying in the County of Roanoke, Virginia, bearing Tax Map No.

_____ and being more particularly described on the attached

Exhibit A.

In order for the Easement to serve its purpose of providing a natural drainage treatment for stormwater runoff from the Property to satisfy the requirements under the Virginia Stormwater Management Act and the Virginia Stormwater Management Program, the Grantor acknowledges and agrees that it is necessary that the real estate located within the area of the Easement remain in a natural, undisturbed, vegetative state.

Grantor further acknowledges and agrees that this Easement is subject to the following restrictions and limitations:

1. No living trees or shrubs (of any size or type) shall be cut down, removed, or destroyed without the prior written consent of the Grantee. Diseased or hazardous trees or limbs may be removed to prevent personal injury or property damage after reasonable notice to Grantee unless such notice is practical in an emergency situation or removal of trees is undertaken pursuant to a forest management plan approved by the Grantee.
2. No plant materials (including, but not limited to brush, saplings, undergrowth, or non-woody vegetation) shall be mowed or cut down, dug up, removed or destroyed unless removed pursuant to the terms and conditions of an approved long term vegetation management plan. Weeds may be removed as required by law, but the method of removal must be consistent with the limitations contained within this Easement. Vegetation removal shall be limited to noxious weeds and exotic and invasive plants only and protective measures must be taken to protect nearby trees and shrubs.
3. No mowing, agricultural activities or cultivation shall occur. Grantor may replace dead trees or undergrowth provided that new plantings are characteristic of trees or undergrowth native to Virginia.
4. Nothing in this Easement shall be construed to preclude activities necessary to implement afforestation or reforestation efforts pursued by the Grantor.
5. The following activities may not occur at any time within the area of the Easement:

- a. Construction, excavation, or grading (except for afforestation and reforestation efforts conducted in compliance with an approved forest conservation plan).
- b. Erection of any building or structural improvements on or above ground, including (but not limited to) sheds, dog pens, play equipment, and retaining walls.
- c. Construction of any roadways or private drive.
- d. Activities which in any way could alter or interfere with the natural ground cover or drainage (including alteration of stream channels, stream currents, or stream flow).
- e. Industrial or commercial activities.
- f. Timber cutting, unless conducted pursuant to an approved forest management plan.
- g. Location of any components of a septic system or wells.
- h. Excavation, dredging, or removal of loan, gravel, soil, rock, sand, and other materials.
 - i. Diking, dredging, filing, or removal of wetlands.
 - j. Pasturing of livestock (including horses) and storage of manure or any other waste or effluent.
- k. Street alteration.

6. Nothing in this Easement shall prevent construction or maintenance of stormwater structures and or facilities or other utilities, including, but not limited to water and sewer lines, on, over, or under the area of the Easement, if said structures, facilities, or utilities are (i) shown on the approved Plan and/or Plat and (ii) approved by the appropriate body or governing agencies in accordance with applicable laws and regulations.

7. No dumping of unsightly or offensive materials, including trash, ashes, sawdust, or grass clippings shall occur within the area of the Easement. Natural biodegradable materials may be allowed in a properly located, designed, managed, and maintained compost pile, provided the activity does not damage adjacent trees.

8. Fences consistent with the purposes of the Easement may be erected within the area of the Easement if shown on the Plan and/or Plat or only after written approval from the Grantee.
9. Unpaved paths or trails consistent with the purposes of the Easement may be created only after written approval from the Grantee. Other paths and trails may be allowed only if shown on the Plan and/or Plat.
10. All rights reserved by or not prohibited to Grantor shall be exercised so as to prevent or minimized damage to the forest and trees, stream, and water quality, plant and wildlife habitats, and the natural topographic character of the land within the area of the Easement.

Grantor authorizes the Grantee and Grantee's employees, agents, and representatives to enter the Property for purposes of accessing the Easement, from any point of access adjacent to a public or private street, road, or alley, at reasonable hours, and upon two (2) days prior notice to Grantor, unless an emergency is deemed to exist by the Grantee and immediate access to the area of the Easement is needed for the purpose of making periodic inspections to ascertain whether Grantor, its heirs, successors, and assigns, have complied with the terms of this Easement. Grantor agrees that Grantee, and Grantee's employees, agents, and representatives may take the appropriate action to remediate any conditions that constitute a violation of the terms and conditions of this Easement contained herein. Grantor further agrees to pay for any costs incurred by the Grantee or Grantee's employees, agents, and representatives in remediating any violations of the Easement caused by Grantor.

This Easement does not convey to the general public the right to enter the Property or the area of the Easement for any purpose. This Easement does not restrict or enlarge access by the general public in common open space held under any community or homeowner association

control, beyond any access rights created by applicable community or homeowner association covenants and bylaws.

The Grantor hereby waives any challenge to the validity of this Easement in the event it is not shown on a Plat of any kind, and agrees to make specific reference to this Easement in a separate paragraph of any subsequent deed, sales contract, deed of trust, lease or other legal instrument by which any possessory or equitable interest in the Property is conveyed.

No failure on the part of the Grantee to enforce any covenant or provision herein shall waive the Grantee's right to enforce any covenants within this Easement.

Upon finding a violation of any of the restrictions, conditions, covenants, and terms established or required by this Easement, the Grantee shall have the right to enforce compliance with this Easement in accordance with any statutory authority, including, if applicable, the imposition of civil monetary fines or penalties in amounts and by such means as may be promulgated from time to time. The Grantee also may seek injunctive or other appropriate relief in any court of competent jurisdiction including the right to recover damages in an amount sufficient to restore the property to its original natural state, and Grantor agrees to pay for court costs and reasonable attorney fees if the Grantee successfully seeks judicial relief. The Grantee may further revoke any permits which were conveyed to Grantor by Grantee authorizing the development and occupancy of the Property. The parties agree that this Easement imposes no liability or responsibility of any kind, express or implied, on the Grantee.

This Easement shall constitute a covenant running with the land for the benefit of Grantee and its assigns, and shall be binding on the Grantor, its successors and assigns in title.

The County of Roanoke, Virginia, by and through its duly authorized County Administrator, accepts this conveyance in accordance with Section 15.2-1803 of the Code of Virginia (1950), as amended, as evidenced by the County Administrator's signature below.

WITNESS the following signatures and seals:

GRANTOR:

_____ ,

By _____ (SEAL)

Printed Name: _____

Title: _____

GRANTOR ACKNOWLEDGMENT

State of: _____

County/City of: _____ , to wit:

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

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

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

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

My Commission expires: _____ Registration #_____

WITNESS the following signatures and seals:

GRANTEE:

BOARD OF SUPERVISORS OF ROANOKE COUNTY, VIRGINIA

By _____ (SEAL)

Printed Name: _____

Title: _____

GRANTEE ACKNOWLEDGMENT

State of: _____

County/City of: _____, to wit:

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

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

On behalf of The Board of Supervisors of Roanoke County, Virginia

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

My Commission expires: _____ Registration #_____

Approved as to Form:

Senior Assistant County Attorney

EXHIBIT A

LEGAL DESCRIPTION OF EASEMENT

Roanoke County Official Tax Map No.: _____

A PERMANENT STORMWATER FOREST/OPEN SPACE CONSERVATION EASEMENT,
containing _____ sq. ft., more or less, designated as “ _____ ”
as shown on the plat or exhibit entitled “ _____ ”
dated _____, _____, prepared by _____,
a copy of which is attached hereto, or on record in the Clerk of Circuit Court's Office for the
County of Roanoke, VA, as Instrument No. _____], which plat is incorporated
herein by reference.