



STORMWATER MANAGEMENT FACILITIES/ BMP MAINTENANCE AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 20_____,
(Month) (Year)
by and between _____, hereinafter called the "Landowner",
(Insert Full Name of Owner)
and the Town of Christiansburg, Virginia, hereinafter called the "Town".

WITNESSETH, that

WHEREAS, the Landowner is the owner of certain real property in the Town of Christiansburg, Virginia, Tax Map #/ Parcel ID(s) _____ / _____, as recorded by deed in the land records of Montgomery County, Virginia, in Deed Book # ____, Page # ____, or Instrument # _____, hereinafter called the "Property".

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

WHEREAS, the Site Plan/Subdivision Plan on file at the Town of Christiansburg known as _____, hereinafter called the "Plan", which is expressly (Name of Plan/Development) made a part hereof, as approved or to be approved by the Town, provides for the treatment or detention of stormwater within the confines of the Property; and

WHEREAS, the Plan on file at the Town contains on-site stormwater management facilities, best management practices, and other techniques specified to manage the quality and quantity of runoff, hereinafter called "BMP".

WHEREAS, the Town and the Landowner, its successors and assigns, including any homeowners association, agree that the health, safety, and welfare of the residents of the Town of Christiansburg, Virginia, require that on-site stormwater management/BMP facilities be constructed and maintained on the Property; and

WHEREAS, the Town 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 agreement 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. The Landowner, its successors and assigns, including any homeowners association shall perform maintenance and inspections as specified in the approved plans. Inspection records shall be held for at least eight (8) years. Maintenance and inspection records shall be provided to the Town VSMP Administrator or his designee upon request.

3. The Landowner, its successors and assigns, hereby grant permission to the Town, its authorized agents and employees, to enter upon the Property and to inspect the stormwater management/BMP facilities whenever the Town deems necessary. The purpose of inspection is to follow-up on reported deficiencies, suspected deficiencies, to respond to citizen complaints or to inspect the facility after a major storm event. The Town shall provide the Landowner, its successors and assigns, copies of the inspection findings and a directive to commence with repairs if necessary.

4. The Landowner, its successors and assigns, hereby further grants permission to the Town, its authorized agents and employees, to inspect the stormwater management/BMP facilities annually and shall submit the inspection report to the Landowner, its successors and assigns. The purpose of the annual 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. Any and all deficiencies shall be noted in the inspection report, and upon Landowner notification, repair work to correct deficiencies shall be performed as directed by the Town.

5. In the event the Landowner, its successors and assigns, fails to maintain the stormwater management/BMP facilities in good working condition, the Town may enter upon the Property and take whatever steps necessary to correct any deficiencies and the

Landowner, its successors and assigns shall be liable for all costs incurred by the Town during this activity. This provision shall not be construed to allow the Town 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 Town 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 Town.

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 stormwater management/BMP facilities (including sediment removal) is outlined on the approved plans, the schedule will be followed.

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

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

9. This Agreement shall be recorded among the records of Montgomery County, Virginia, and shall constitute an agreement 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 perpetuity.

(Signature page follows)

WITNESS the following signatures and seals:

Company/Corporation/Partnership Name (Seal)

By: _____
(Name)

(Title)

STATE OF _____
CITY/COUNTY OF _____

The foregoing Agreement was acknowledged before me this ____ day of _____, 20____,
by _____.

NOTARY PUBLIC

My Commission Expires: _____

TOWN OF CHRISTIANSBURG, VIRGINIA

By: _____
(Name)

(Title)

STATE OF _____
CITY/COUNTY OF _____

The foregoing Agreement was acknowledged before me this ____ day of _____, 20____,
by _____.

NOTARY PUBLIC

My Commission Expires: _____