

Tax Map No. _____

AGREEMENT FOR MAINTENANCE OF
BEST MANAGEMENT PRACTICE
FACILITY

THIS (TYPE) SYSTEM AGREEMENT, made this _____ day of _____, by and between _____ a _____

(please type)

corporation/partnership/llc, or husband and wife, or individually, ("the Owner"), and the COUNTY OF SPOTSYLVANIA, VIRGINIA, a political subdivision of the Commonwealth of Virginia ("the County"), recites and provides as follows:

WHEREAS, THE OWNER, is the owner of certain real estate shown as Tax Map No. _____, situated in _____ Magisterial District, Spotsylvania County, Virginia, known as LOT _____, SECTION _____, which is to be developed as a _____; With a (#

specific name/type BMP serving (X#) sqft/ac impervious surface(s) List all proposed BMP's and service areas) and

WHEREAS, The Owner is providing a storm water drainage system consisting of a BEST MANAGEMENT PRACTICE BMP (TYPE) FACILITY (herein referred to as the "FACILITY") as shown and described on the plans entitled _____, _____ dated _____, and last revised on _____, made by _____ or as shown on any subsequent revision approved by the County, a copy of which is incorporated by reference; and

WHEREAS, to comply with the rules and regulations of the County pertaining to this project, the Owner has agreed to maintain the Facility in accordance with the terms and conditions hereinafter set forth.

NOW, THEREFORE, for and in consideration of the mutual covenants and undertaking of the parties, the parties hereby agree as follows:

1. MAINTENANCE OF THE FACILITY

The Owner agrees that it shall maintain in perpetuity the Facility in a manner which will permit the Facility to perform the purposes for which it was designed and constructed, and in accordance with the standards by which it was designed and constructed, all as shown and described on the plans referenced above. Specifically, however, the Owner agrees that it shall:

(FILL IN APPROPRIATE INFORMATION FROM ATTACHED SHEET AND/OR MANUFACTURERS SPECIFICATIONS)

2. FINAL INSPECTION REPORTS

The Owner agrees that it will have the design engineer certify in writing to the County within 30 days of completion of the Facility that the Facility is constructed in accordance with the approved plans and specifications.

3. INSPECTION FOR PREVENTATIVE MAINTENANCE

(a) The Owner agrees to cause inspections to be made of the Facility by a Professional Engineer registered in Virginia retained at the Owner's expense and approved by the County. The inspection shall occur during the last (60) days of the first year of operation and at least once every year to observe any failures, problems, invasive plants and other items that may become a

problem for the operation of the BMP. These inspections can be self-inspections by the BMP owner, landscape professionals and/or maintenance crews of the facility. These annual reports must be submitted to the County as part of the certifying professionals report submitted every three (3) years thereafter.

- (b) The inspection reports shall be submitted in writing to the County within 30 days after each inspection. The reports shall include the following:

(FILL IN APPROPRIATE INFORMATION FROM ATTACHED SHEET AND/OR MANUFACTURERS SPECIFICATIONS)

(c) The Owner agrees to perform promptly all needed maintenance specified in the inspection report within 60 days or such longer time if agreed to by the County in writing.

4. RIGHTS OF THE COUNTY IN THE EVENT OF DEFAULT BY THE OWNER.

In the event of any default or failure by the Owner in the performance of any of the covenants and warranties pertaining to the maintenance of the Facility, as provided herein, the County, after providing reasonable notice to the Owner, may enter upon the property and perform the necessary maintenance or repairs. All costs thereof expended by the county in performing such necessary maintenance or repairs shall constitute a lien against the properties of the Owner described hereunder; provided, however, that such lien shall not become perfected nor encumber the properties of the Owner until such time as a memorandum of lien setting forth the amount of the lien shall be recorded in the Clerk's Office of the Circuit Court of Spotsylvania County, Virginia, and indexed in the grantor's index in the name of the Owner. Any lots or property conveyed of record by the Owner to third parties prior to the recordation of said memorandum of lien as aforesaid shall pass free and clear of any such lien, and such memorandum of lien shall not be construed to create an encumbrance upon title of any such lots or property so conveyed of record by the Owner to third parties. However, nothing herein shall obligate the County to maintain the Facility.

5. INDEMNIFICATION OF COUNTY

The Owner hereby agrees that it shall save, hold harmless, and indemnify the County and its employees and officers from and against all liability, losses, claims, demands, costs and expenses arising from, or out of, default or failure by the Owner to maintain the Facility, in accordance with the terms and conditions set forth herein, or from acts of the Owner arising from, or out of, the construction, operation, repair or maintenance of the Facility.

6. The parties hereto expressly do not intend by execution of this Agreement to create in the public, or any member thereof, any rights as a third party beneficiary or to authorize anyone not a party hereof to maintain a suit for any damages pursuant to the terms of this Agreement.

7. This agreement shall be a covenant which runs with the land and shall inure to the benefit of and shall be binding upon the parties hereto, their respective successors and assigns, and all subsequent owners of the property.

8. Upon execution of this Agreement, it shall be recorded in the Clerk's Office of the Circuit Court of Spotsylvania County, Virginia, at the Owner's expense.

IN WITNESS WHEREOF, the Owner has caused this Agreement to be signed in its names by a duly authorized person.

SIGNATURES ON THE FOLLOWING PAGES

(please type)Name of Corporation/Partnership/LLC

By: _____
Signature of the Authorized Person to Sign
for the Corporation/Partnership/LLC

Its: _____
Title of the Authorized Person to Sign
for the Corporation/Partnership/LLC

COMMONWEALTH OF _____

CITY/COUNTY OF _____, to-wit:

The foregoing agreement was acknowledged before me this the ___ day of _____, 20___, by

_____,
(owner(s))

who is the _____ of the corporation/partnership/llc (if applicable.)
(title)

Notary Public

My Commission Expires:
Registration No:

(sign) Individual Owner

(sign) Individual Owner

COMMONWEALTH OF _____

CITY/COUNTY OF _____, to-wit:

The foregoing agreement was acknowledged before me this the ___ day of _____, 20___, by

_____.
(individual owner(s))

Notary Public

My Commission Expires: _____
Registration No. _____

COUNTY OF SPOTSYLVANIA, VIRGINIA

By: _____
ED PETROVITCH
COUNTY ADMINISTRATOR

COMMONWEALTH OF VIRGINIA
COUNTY OF SPOTSYLVANIA, to-wit:

The foregoing agreement was acknowledged before me this the ____ day of _____, 20____, by
Ed Petrovitch, County Administrator of Spotsylvania County.

Notary Public

My Commission Expires: _____
Registration No. _____

APPROVED AS TO FORM:

COUNTY ATTORNEY

Filling out the new BMP agreement

1. **(TYPE) SYSTEM** – This is to be Structural, Retention/Detention, and/or Filtration as a category title. Note; this can list multiple categories and retention detention are together.
2. **BMP AND ACRES SERVED** – This section must list the number of specific type(s) BMP's (manufactures name, Bioretention, Infiltration, Wetland, etc.) Must also include the number of sqft or ac of impervious surface being treated per BMP. *Example; 1- infiltration type BMP serving 2,500 SqFt, 1 – detention wetland serving 4ac (174,240.00SqFt)*
3. **MAINTENANCE Item 1.** – This section you must use the appropriate minimal REQUIRED items on the attachment document. The items are broken down into the specific Structural retention or filtration type categories for Maintenance and inspections. If the BMP being used is or contains a manufactured BMP, the Manufacturers' Maintenance and Inspection information must be attached and called out as attachment "A" or "B" accordingly.
4. **INSPECTION 3(b)** – This section you must use the appropriate minimal REQUIRED items on the attachment document. The items are broken down into the specific Structural retention or filtration type categories for Maintenance and inspections. If the BMP being used is or contains a manufactured BMP, the Manufacturers' Maintenance and Inspection information must be attached and called out as attachment "A" or "B" accordingly.
5. **Example of Traditional/Standard BMP Maintenance and Inspection Agreement REQUIRED Items** – these items must be used for the maintenance and inspection portion of the agreement depending on the category and type of BMP being used.

Traditional/Standard BMP Maintenance and Inspection Agreement REQUIRED Items				
	STRUCTURAL	FILTRATION	DETENTION/RETENTION	
Maintenance	(i)	perform any maintenance or repairs requested in writing by the County within thirty (30) days of such request or such longer time if specified by the County;	perform any maintenance or repairs requested in writing by the County within thirty (30) days of such request or such longer time if specified by the County;	remove silt and other debris from the Facility so as to maintain the elevation of the bottom of the Facility as shown on the approved plans;
	(ii)	maintain, update and storage its maintenance records for the facility;	maintain, update and store the maintenance records for the Facility;	plant and mow grass or maintain a vegetative cover on any slopes surrounding the Facility;
	(iii)		during extreme droughts the plants shall be watered in the same manner as any other landscape material; and	maintain in good order and repair any principal and emergency spillways which serve as the outflow devices for the Facility; and
	(iv)		in the event of a chemical spill all soil and plants shall be removed and properly disposed and replaced with new uncontaminated filter media and plants.	perform any maintenance or repairs requested in writing by the County within thirty (30) days of such request or such longer time if specified by the County; and
	(v)			install and maintain fences and warning signs in good repair as required by Spotsylvania County.
Inspections		STRUCTURAL	FILTRATION	DETENTION/RETENTION
	(1)	The date of inspection;	The date of inspection;	The date of inspection;
	(2)	Name of inspector;	Name of inspector;	Name of inspector;
	(3)	The condition and/or presence of:	The condition and/or presence of:	The condition and/or presence of:
	(i)			Vegetation,
	(ii)			Fences,
	(iii)			Spillways,
	(iv)			Embankments,
	(v)			Reservoir area,
	(vi)			Inlet and outlet channels,
(vii)			Underground drainage structures,	
(viii)			Sediment load,	
(ix)			Gates and Valves or,	
(x)	Any other item that could affect the proper function of the Facility	Any other item that could affect the proper function of the Facility	Any other item that could affect the proper function of the Facility	Any other item that could affect the proper function of the Facility

QUICK CHART BMP Selection Chart (DEQ-Handbook)	
Structural	Rooftop Disconnect 1, Vegetated Roof 1 & 2, Rainwater Harvest, Urban Bio retention, Permeable Pave 1 & 2, MFD BMP's
Filtration	Sheet flow to Veg. Filter/O.S., Sheet flow to veg. filter, Grass Channel, Soil Amendments, Dry Swale 1 & 2, Filter Practice 1 & 2, Infiltration 1 & 2
Retention/Detention	Bio retention 1 & 2, Wet Swale 1 & 2, Constructed Wetland 1 & 2, Wet Pond 1 & 2, Ext. Detention 1 & 2

All BMP's will depend on Design to determine if a BMP agreement is required. This chart shows the potential and type of BMP agreement based on the designs set forth in the DEQ SWM Handbook.