



COUNTY OF YORK
STORMWATER MANAGEMENT/BMP MAINTENANCE AND ACCESS
EASEMENT AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 20____, by and between _____ hereinafter referred to as the “Developer” and the COUNTY OF YORK, Virginia, a political subdivision of the Commonwealth of Virginia, its successors and assigns, hereinafter referred to as the “County”.

WITNESSETH:

WHEREAS, the Developer is the owner of a certain parcel or parcels of land located in the County bearing GPIN Number(s) _____, and being the same property acquired by the Developer by deed recorded as Instrument Number _____ among the York County land records, hereinafter collectively referred to as the “Property”; and

WHEREAS, the Property is being developed by the Developer into a project known and designated as _____, and has had prepared a subdivision development plan or a site plan for the said development prepared by _____ dated _____, hereinafter referred to as the “Plan”, which has been approved by the County, and is on file in the York County Division of Development Services and is incorporated herein by reference; and

WHEREAS, the County requires that on-site stormwater management/BMP facilities be constructed and adequately maintained by the Developer, its successors and assigns;

NOW, THEREFORE, for and 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 Developer, its successors and assigns, in accordance with the plans and specifications identified in the Plan.
2. At the conclusion of construction, the Developer shall submit construction record drawings of the Stormwater management/BMP facilities, hereinafter referred to as the “As-Builts”, to the County for approval. Upon approval by the County, the on-site Stormwater management/BMP facilities shall be considered complete and the approved As-Builts will serve as the standard condition for the facilities in regards to maintenance.

3. The Developer, its successors and assigns, including without limitation any homeowner's association or similar entity created for the purpose of owning or operating any common areas created for the Project, and the owners of any and all residential lots created as a result of the proposed subdivision of the Property, shall maintain the stormwater management/BMP facilities in good working condition, acceptable to the County, so that they are performing their design functions in accordance with the maintenance procedures outlined in the Plan.

4. Should the Developer, or its successors and assigns desire to alter or remove maintenance procedures outlined in the Plans, a request for the change must be made to the Stormwater Division of the County's Department of Public Works for approval. Such approval will be required regardless of the scope of the change or reason for the change.

5. The Developer, its successors and assigns, at its sole expense hereby agrees to cause the stormwater management/BMP facilities to be inspected by a licensed professional as designated by the Virginia Department of Environmental Quality per the state guidelines on Stormwater management, at such regular intervals as deemed necessary by the County. Such inspections shall either determine that the stormwater management/BMP facilities continue to meet the design specifications as shown on the As-Builts or else indicate what corrective measures must be taken to return the facilities to the original design specifications as shown on the As-Builts. The Developer, its successors and assigns, shall provide a written copy of the inspection certified by the licensed professional to the County upon request. The County shall make the final determination of the need for and extent of corrective measures and the County shall in no way be bound by the inspection or recommendations of the licensed professional.

6. The Developer, its successors and assigns, hereby grants permission to the County, its authorized agents and employees, to enter upon the Property, and to inspect the stormwater management/BMP facilities whenever the County deems necessary. The purpose of the inspection is to assure safe and proper functioning of the facilities. The inspection shall cover the entire facilities, berms, outlet structures, pond areas, access roads, etc. When deficiencies are noted, the County shall give the Developer, its successors and assigns, copies of the inspection report with findings and evaluations.

7. The County may order in writing the Developer, its successors and assigns, to take any corrective measures which the County deems necessary to maintain the stormwater management/BMP facilities in good working order. If a homeowners association or similar entity

has been formed for the purpose of owning and/or managing the common areas in the Project, such notice shall be given to the homeowners association, and shall be deemed thereby to have been delivered to the owners of all parcels and lots in the Project. In the event the Developer, 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 it deems necessary to maintain said stormwater management/BMP facilities and charge the costs of the repairs to the Developer, its successors and assigns. This provision shall not be construed to allow the County to erect any structure of a permanent nature on the land of the Developer outside of an easement belonging to the County. It is expressly understood and agreed that the County is under no obligation to maintain or repair said facilities, and in no event shall this Agreement be construed to impose any such obligation on the County.

8. The Developer, its successors and assigns, will perform maintenance in accordance with the maintenance scheduled for the stormwater management/BMP facilities including sediment removal as outlined on the approved Plan.

9. In the event the County pursuant to this Agreement, performs work of any nature, use of equipment, supplies, materials, and the like, the Developer, its successor and assigns, shall reimburse the County upon demand, within thirty (30) days of receipt thereof for all costs incurred by the County hereunder.

10. The Developer, its successors and assigns, shall indemnify and hold harmless the County and its agents and employees for any and all damages, accidents, casualties, occurrences or claims which might arise or be asserted against the County for the construction, presence, existence or maintenance of the stormwater management/BMP facilities by the Developers, its successors and assigns. In the event a claim is asserted against the County, its agents or employees, the County shall promptly notify the Developers, their successors and assigns, and they shall defend at their own expense, any suit based on such claim. If any judgment or claims against the County, its agents or employees shall be allowed, the Developer, its successors and assigns shall pay all costs and expenses in connection therewith.

11. This Agreement shall be recorded with the land records of York County, Virginia, and shall constitute a covenant running with the land, and shall be binding on the Developer and the Developer's successors and assigns

12. The County may assign or convey its benefits hereunder to another governmental entity or agency without the necessity of the consent of Developer.

WITNESS the following signatures and seals:

DEVELOPER:

(Signature)

(Type or Print Name/Title)

COMMONWEALTH OF VIRGINIA

City/County of _____, to-wit:

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

Notary Public

My commission expires: _____

Registration No.: _____

COUNTY OF YORK
Department of Public Works:

(Signature)

(Type or Print Name/Title)

COMMONWEALTH OF VIRGINIA

City/County of _____, to-wit:

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

Notary Public

My commission expires: _____

Registration No.: _____

Approved as to form:

County Attorney