



## COUNTY OF YORK

### STORMWATER MANAGEMENT/BMP MAINTENANCE AGREEMENT CHESAPEAKE BAY PRESERVATION AREAS ORDINANCE

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between \_\_\_\_\_, hereinafter referred to as the “Landowner”, and the COUNTY OF YORK, Virginia, a political subdivision of the Commonwealth of Virginia, hereinafter referred to as the “County”.

#### WITNESSETH:

WHEREAS, the Landowner is the owner of certain parcel of land located in the County bearing GPIN Number \_\_\_\_\_, hereinafter referred to as the “Property”, the Property being located in the Chesapeake Bay Preservation Area as defined and regulated in Chapter 23.2 of the York County Code; and

WHEREAS, the Property is being developed by the Landowner as shown on plans entitled “\_\_\_\_\_” and dated \_\_\_\_\_, 20\_\_\_\_, hereinafter called the “Plan”, which has been approved by the County, and is on file in the York County Department of Public Works, 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 Landowner, 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 Landowner, its successors and assigns, in accordance with the plans and specifications identified in the Plan.

2. The Landowner, its successors and assigns, shall maintain the stormwater management/BMP facilities in good working condition in perpetuity, acceptable to the County, so that they are performing their design functions.

3. The Landowner, its successors and assigns, at its sole expense hereby agrees to inspect or cause the stormwater management/BMP facilities to be inspected at such regular intervals as deemed necessary by the County but not less than once per year. Such inspections

shall identify, and the Landowner shall conduct, any corrective measures necessary to insure the stormwater management/BMP facilities are in good working condition.

4. The Landowner, 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 Landowner, its successors and assigns, copies of the inspection report with findings and evaluations.

5. The County may order in writing the Landowner, 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. 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 it deems necessary to maintain said stormwater management/BMP facilities and charge the costs of the repairs to the Landowner, 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 Landowner 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.

6. The Landowner, 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.

7. In the event the County pursuant to this Agreement, performs work of any nature, use of equipment, supplies, materials, and the like, the Landowner, 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.

8. The Landowner, 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 Landowner, its successors and assigns. In the event a claim is asserted against the County, its agents or employees, the County shall promptly notify the Landowner, or Landowner's 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 Landowner, its successors and assigns shall pay all costs and expenses in connection therewith.

9. This 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 Landowner and the Landowner's successors and assigns.

WITNESS the following signatures and seals:

**LANDOWNER:**

\_\_\_\_\_(SEAL)  
(Signature)

\_\_\_\_\_  
(Type or Print Name/Company)

**COMMONWEALTH OF VIRGINIA**

\_\_\_\_\_ of \_\_\_\_\_, to-wit:

I, \_\_\_\_\_, a Notary Public for the Commonwealth of Virginia at large, whose commission expires on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, do hereby certify that \_\_\_\_\_, whose name is signed to the foregoing agreement bearing date of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, has acknowledged the same before me in the jurisdiction aforesaid. Given under my hand the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Registration Number

\_\_\_\_\_  
Notary Public

**LANDOWNER:**

\_\_\_\_\_  
(Signature) (SEAL)

\_\_\_\_\_  
(Type or Print Name/Company)

**COMMONWEALTH OF VIRGINIA**

\_\_\_\_\_ of \_\_\_\_\_, to-wit:

I, \_\_\_\_\_, a Notary Public for the Commonwealth of Virginia at large, whose commission expires on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, do hereby certify that \_\_\_\_\_, whose name is signed to the foregoing agreement bearing date of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, has acknowledged the same before me in the jurisdiction aforesaid. Given under my hand the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Registration Number

\_\_\_\_\_  
Notary Public

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**COUNTY OF YORK  
DEPARTMENT OF PUBLIC WORKS:**

\_\_\_\_\_(SEAL)  
(Signature)

\_\_\_\_\_  
(Type or Print Name/Title)

**COMMONWEALTH OF VIRGINIA**

\_\_\_\_\_ of \_\_\_\_\_, to-wit:

I, \_\_\_\_\_, a Notary Public for the Commonwealth of Virginia at large, whose commission expires on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, do hereby certify that \_\_\_\_\_, whose name is signed to the foregoing agreement bearing date of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, has acknowledged the same before me in the jurisdiction aforesaid. Given under my hand the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Registration Number

\_\_\_\_\_  
Notary Public

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Approved as to form:

\_\_\_\_\_  
County Attorney