

TAX PARCEL NUMBER: _____

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**CAMPBELL COUNTY
STORMWATER MANAGEMENT MAINTENANCE AGREEMENT**

Land Disturbance Permit #: _____

THIS AGREEMENT, made and entered into this ___ day of _____, 20____, by and between _____, Grantor, hereinafter called the “Owner,” whose legal address is _____, and the **COUNTY OF CAMPBELL, VIRGINIA**, a political subdivision of the Commonwealth of Virginia, acting by and through its **BOARD OF SUPERVISORS**, Grantee, hereinafter called the “County,” whose legal address is 47 Courthouse Lane, Post Office Box 100, Rustburg, Virginia 24588;

W I T N E S S E T H:

WHEREAS, _____ is the Owner of that certain parcel of land identified as:

Tax Parcel # _____, Deed Book/Page _____ or Instrument # _____,

Tax Parcel # _____, Deed Book/Page _____ or Instrument # _____,

recorded in the Clerk’s Office of the Circuit Court of Campbell County, Virginia, referred to herein as the “Property

WHEREAS, Owner desires the approval of a Stormwater Management Plan, referred to as the “Stormwater Summary,” for the installation and maintenance of stormwater management practices and facilities, as required by the County, a copy of which Stormwater Summary is attached hereto and which is expressly incorporated by reference herein. the Stormwater Summary provides details and specifications for stormwater management practices and or facility(s), and all other drainage conveyance channels, and drainage systems including permanent erosion and sediment control measures and improvements within the confines of the Property, referred to as the “Facilities”;

List of Stormwater Management Practices and Facilities:

1. _____
2. _____
3. _____
4. _____

WHEREAS, the County and the Owner agree that the health, safety, and general welfare of the residents of Campbell County, Virginia require that on-site stormwater management practices and Facilities as shown on the Stormwater Summary be constructed on the Property by the Owner and adequately maintained by the Owner;

NOW, THEREFORE, in consideration of the foregoing Property, the mutual benefits and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. This Agreement shall be recorded among the land records in the Clerk's Office of the Circuit Court of Campbell County, Virginia, and shall constitute a covenant running with the land, and shall be binding on the Owner, its administrators, executors, assigns, heirs, and any other successors in interest.

2. The on-site stormwater management practices and Facilities shall be constructed by the Owner in accordance with the attached Stormwater Summary and, upon completion of construction of such Facilities Owner shall provide written certifications required by §8-20 of the Campbell County Code of 1988.

3 The Owner shall maintain the practices and Facilities in accordance with the maintenance procedures shown on the attached Stormwater Summary in order to assure good working order acceptable to the County. Such maintenance procedures shall meet or exceed those maintenance requirements set forth in Chapter 8 of the Campbell County Code of 1988, particularly in §8-21(e)thereof, *which provisions are incorporated herein by reference*, and pertinent state statutes and regulations, whichever standard is more stringent. For the purposes of this Agreement, maintenance shall include site stabilization, clean-out of silt and sediment upon completion of land-disturbing activities and at regular intervals thereafter, maintenance of safety fencing when required by The VSMP Program Administrator, clearing of undergrowth, trees, and other debris at least three (4) times a year, periodic inspections by Owner and necessary remediation of problems by Owner, and such other repair, reconstruction or replacement of practices and Facilities as necessary to meet the standards in this Agreement. The Stormwater Summary shall place particular emphasis on operating and maintaining the Facility in compliance with the project design in such manner as to maintain its structural integrity, safety, and effectiveness during both normal and abnormal conditions which may reasonably be expected to occur during its planned life.

4 The Owner hereby grants permission to the County, its authorized agents and employees to enter upon the Property and to inspect the practices and Facilities. Such right of access will *allow* the County to inspect the facility, but the County is under no obligation to conduct periodic inspections. Defects or deficiencies discovered during any such inspection shall be documented and specific measures to be taken to remedy such defect or deficiency shall be described in writing, a copy of which shall be provided to Owner. Owner agrees to perform promptly all needed maintenance and correct defects and/or deficiencies reported to it by County. Such defects and/or deficiencies shall be corrected within a reasonable period of time as determined between by the County Owner further agrees to notify County in writing at the

above address immediately upon any change in legal status, address, or telephone number of Owner.

5. Owner further agrees to waive the notice requirement specified in Paragraph 5 above when the County determines that an immediate inspection of the Facilities is necessary due to threat of imminent danger to life or property or other emergency. The County, or its agents, may enter immediately upon the Property and take whatever reasonable steps it deems necessary to mitigate the danger or emergency. The County shall notify the Owner of such entrance as soon as possible but in no event later than twenty-four (24) hours after such entry. Alternatively, the County may notify the Owner by telephone to take necessary action within a specified time period. Should Owner fail to respond, or should Owner inform County that it does not intend to act with the specified time period, then County, or its agents, may enter immediately upon the Property and take whatever reasonable steps it deems necessary to mitigate the danger or emergency.

6 In the event of notice being required under Paragraph 5 above or any other provision of this Agreement, such notice shall be deemed to have been given when put in writing and deposited in the U. S. Mail (first class mail with postage prepaid) to the following:

If to the Owner:

Name of person: _____ **OR**

Name of entity if a corporation, partnership, etc.: _____

Name of officer and title if a corp. or partnership, etc.: _____

Address: _____

Telephone number: _____

If to County:

County Administrator
County of Campbell
Post Office Box 100
Rustburg, Virginia 24588

7. In the event the Owner fails to maintain the practices and Facilities, as shown on the attached Stormwater Summary, as required, or to promptly correct defects and/or deficiencies reported to it by County within the prescribed time period, the County may enter upon the Property after notice as required in Paragraph 5 above and take whatever steps it deems necessary to maintain said practices and Facilities. This provision shall not be construed to allow the County to erect any structure of a permanent nature on the land of the Owner without first obtaining written approval of the Owner. It is expressly understood and agreed that the County is under no obligation to maintain or repair said practices and Facilities, and in no event shall this Agreement be construed to impose any such obligations on the County.

8. In the event the County, 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 Owner, its administrators, executors, assigns, heirs, and any other successors in interest shall reimburse the County upon demand, within thirty (30) days of receipt thereof for all costs incurred by the County hereunder.

9. Notwithstanding the above-mentioned remedies, Owner and County acknowledge that the County may take such other additional enforcement actions as are set forth in Chapter 8 of the Campbell County Code of 1988, including, but not limited to, those prescribed in §8-23, as the County may deem necessary.

10. It is the intent of this Agreement to ensure the proper maintenance of on-site Facilities by the Owner; provided, however, that this Agreement shall not be deemed to create or affect any additional liability of any party for damage alleged to result from or be caused by stormwater damage.

11. The Owner, its executors, administrators, assigns, heirs, and other successors of interest shall indemnify and hold the County and its agents and employees harmless for any and all damages, accidents, casualties, occurrences, or claims which might arise or be asserted against the County from the construction and/or maintenance of the described on-site practices and Facilities by the Owner or the County.

In the event a claim is asserted against the County, its agents or employees, the County shall promptly notify the Owner and the Owner shall defend, at its own expense, any suit based on such claim. If any judgment or claim against the County, its agents or employees shall be allowed, the Owner shall pay all costs and expenses in connection therewith.

12. The County shall not pay any compensation to Owner, its administrators, executors, assigns, heirs, or any other successors in interest at any time for its use of the Property in any way necessary for the inspection and maintenance of the practices and Facilities, including access to.

13. This Agreement shall be governed by the laws of the Commonwealth of Virginia.

14. Stormwater summary including details and the specifications for stormwater management practices and facilities to be undertaken on the subject property shall be attached hereto and are hereby incorporated by reference as a part of this Agreement.

15. Such covenant running with the land shall be described in full or incorporated by reference into each deed of conveyance out of the described Property, and such covenant shall be noted on any subsequently recorded plat of subdivision or re-subdivision of Property.

IN WITNESS WHEREOF, _____, Owner, has affixed his signature and seal; **OR IN WITNESS WHEREOF**, _____, a Virginia Corporation, pursuant to a Resolution duly adopted on the ____ day of _____, 20__, has caused this instrument to be executed by _____, its _____, on behalf of the Corporation; and

[Signature] _____ (SEAL)
[Print name] _____

OR

[Name of corporation, partnership] _____
[Signature of officer] By: _____ (SEAL)
[Print name of officer and his title] _____

STATE OF VIRGINIA,
CITY/COUNTY OF _____, to-wit:

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

(SEAL) _____
Notary Public

My commission expires: _____.

(This page to be completed by Campbell County staff)

IN FURTHER WITNESS WHEREOF, the BOARD OF SUPERVISORS of the COUNTY OF CAMPBELL, VIRGINIA, has caused this instrument to be executed by Paul E. Harvey Director Community Development, on behalf of the BOARD OF SUPERVISORS of the COUNTY OF CAMPBELL, VIRGINIA.

THE BOARD OF SUPERVISORS OF CAMPBELL COUNTY, VIRGINIA

By: _____(SEAL)
Paul E. Harvey, Director Community Development

STATE OF VIRGINIA,
COUNTY OF CAMPBELL, to-wit:

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by PAUL E, HARVEY, Director Community Development for the County of Campbell, Virginia, on behalf of the BOARD OF SUPERVISORS of the COUNTY OF CAMPBELL, VIRGINIA.

(SEAL)

Notary Public

My commission expires: _____.

[A resolution, or a certified copy thereof, authorizing a designated officer of the corporation or other entity to execute this Agreement on behalf of the corporation or other entity shall be attached to this Agreement and recorded with said Agreement in the Clerk’s Office of the Circuit Court of Campbell County, Virginia.]

**[ATTACHMENT]
(STORMWATER SUMMARY)**

RESOLUTION

I, _____, the duly elected and qualified Secretary of _____, a Virginia Corporation duly organized, validly existing and in good standing under the laws of Virginia, hereby certify that at a legally convened meeting of the Board of Directors of _____, duly called and held on the ____ day of _____, 20 __, the following Resolution was duly adopted in accordance with the articles of incorporation and bylaws of _____, and is now in full force and effect:

BE IT RESOLVED by the Board of Directors of _____, a Virginia Corporation, that the _____ [specify office], _____ [name of officer], of this Corporation is authorized to execute, acknowledge, and deliver on behalf of the Corporation any deed or other instrument conveying or encumbering land, or interest therein, including but not limited to a Stormwater Management Facility Maintenance Agreement by and between the Corporation and the County of Campbell, Virginia, or granting any easement or right-of-way over land owned by the Corporation.

BE IT FURTHER RESOLVED that the Secretary of the Corporation shall attach to such deed or other instrument a copy of this Resolution by the Board of Directors authorizing the above-named officer of the Corporation to execute, acknowledge, and deliver such deed or instrument on behalf of the Corporation.

I further certify that _____ is the duly elected and acting _____ [specify office] of the Corporation and, as such, has the authority to perform the powers listed above.

IN WITNESS WHEREOF, I have hereunto subscribed my name hereto as Secretary of _____, on the ____ day of _____, 20__.

[Name of Corporation] _____
[Signature of Corporate Secretary] _____ SEAL]
[Print name of Secretary] _____, Secretary