

King & Queen County, Virginia

Stormwater Management BMP Maintenance Agreement

This agreement is entered into this ____ day of _____, _____, by and between _____ herein after referred to as “Landowner” and the Board of Supervisors of King & Queen County, Virginia, hereinafter referred to as “County”.

WITNESSETH

WHEREAS, the Landowner has submitted a site development plan for a project known as _____ located on Tax Map _____, which includes among other features, at least one stormwater management system, hereinafter referred to as “system”, (including all components designed to regulate flow, provide storage for runoff, and/or provide water quality protection and ensure safety of the system); and

WHEREAS, the Landowner will install the system in order to comply with the Chesapeake Bay Preservation Area Overlay Zoning District, Article 12, King & Queen County Zoning Ordinance, Section 3-274G and/or the Erosion and Sediment Control Ordinance, Chapter 5, Title II of the Code of King and Queen County and;

WHEREAS, It is in the best interest of both parties and the general public to ensure proper maintenance of the system; and

WHEREAS, a maintenance plan (Attachment A) for the system has been submitted by the Landowner and approved by the County in conjunction with this agreement; and

WHEREAS, both parties desire to ensure sufficient maintenance to maintain the structural integrity and the proper functioning of the system;

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

1. The County will:
 - A. Release construction surety after as-built plans and other appropriate certifications, showing adequate completion of the system, have been submitted by the Landowner and approved by the County. Certification shall be made by a Professional Engineer, who shall certify that the structure has, in his professional opinion, been designed and constructed in accordance with sound engineering principles and practices. Where the as-built condition varies significantly from design, appropriately revised calculations will also be provided by the engineer.
2. The Landowner will:
 - A. Construct the system in accordance with approved designs. Provide as-built data and drawings, soil reports and other certification requested by the County in order to document compliance with the approved designs.
 - B. Provide maintenance which keeps the system in good working order acceptable to the County. Such maintenance will be provided in

perpetuity unless and until both parties formally enter into a revised agreement. Maintenance inspections will be performed after each rainfall occurrence of one (1) inch or more within twenty-four (24) hours.

- C. Agree that the County and agents of the County have a right of ingress and egress for maintenance inspections, and maintenance and repair of the system if deemed necessary by the County and not adequately done by the landowner within reasonable time after due notice to the Landowner. Sixty (60) days shall normally be regarded as a reasonable time, however such time may be extended if the County, in its reasonable judgment, determines that the necessary repairs cannot be completed within the sixty (60) days and the Landowner is diligently working to complete the required maintenance or repairs. The Landowner will reimburse the County for maintenance and repair costs within ten (10) working days after receiving a request for reimbursement.
- D. Agree to keep written records of inspections and repairs and to provide access to those records to the County upon request.
- E. Agree to record this agreement amongst the land records of the County.
- F. Agree that the terms of this agreement shall be binding upon the heirs, successors and assigns of the Landowner and that any subsequent owner of the property shall be responsible for the maintenance of the system and shall hold the County harmless from any loss, damage, injury, cost or other claim resulting from the operation of the subject system.

LANDOWNER: _____

Signed and acknowledged before me by _____ Owner of _____
in the state of _____, County of _____, this ____ day
of _____, _____.

NOTARY PUBLIC

My Commission Expires: _____

COUNTY: _____

County Zoning Administrator

Signed and acknowledged before me, by _____, County Zoning Administrator,
on behalf of the King & Queen County Board of Supervisors, in the state of _____,
County of _____, this ____ day of _____, _____.

NOTARY PUBLIC

My Commission Expires: _____