

**Town of Vienna Stormwater Management Facility
Maintenance Agreement**

THIS AGREEMENT, made this ____ day of _____, _____, by and between _____

Insert Full Name of Owners(s)

hereinafter called "Landowner," and the Town Council of the Town of Vienna, Virginia, hereinafter called "Town:"

WITNESSETH:

WHEREAS, the Landowner is the owner of certain real property, more particularly described as:

Property Description / Location: _____

Address

Tax Map Number

As recorded by Deed in the land records of Fairfax County, Virginia, in Deed Book _____ at Page _____, hereinafter called the "Property;" and

WHEREAS, the Landowner has engaged in a land disturbing activity on the Property that is regulated under Chapter 23 of the Town Code; and

WHEREAS, Site Plan/Subdivision Plan Name _____, hereinafter called the "Plan" and expressly made part of this agreement, provides for management of stormwater within the confines of the Property in accordance with a stormwater management plan approved by the Town; and

WHEREAS, the Town and the Landowner agree that the health, safety, and welfare of the residents of the Town of Vienna, Virginia require that stormwater management facilities be constructed and maintained on the property; and

WHEREAS, the Town requires that stormwater management facilities be constructed and adequately maintained by the Landowner.

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants contained herein, and the following terms and conditions, the parties hereby agree as follows:

1. The Landowner shall construct stormwater management facilities in accordance with the Plan, the stormwater management plan, and other plans approved by the Town and in compliance with all applicable laws and regulations promulgated pursuant to the Code of Virginia § 62.1-44.15:27 and 9VAC25-870 (Virginia Stormwater Management Program Regulations).
2. The Landowner shall maintain the stormwater management facilities in good working order so that the facilities are performing their design functions as described and shown on the Plan and in the Virginia Stormwater BMP Clearinghouse and in accordance with the specific maintenance requirements noted in the Stormwater Facility Maintenance Manual attached hereto as Attachment A.
3. The Landowner shall submit a Private Stormwater Management Facility Inspection and Maintenance Report to the Town on a frequency of no less than once every five years or upon written notice from the Town. The inspection report shall be signed and sealed by a qualified professional engineer or surveyor unless the Stormwater Facility Maintenance Manual explicitly provides otherwise.
4. The Landowner hereby grants permission to the Town, its authorized agents and employees, to enter on the Property to inspect the stormwater management facilities whenever it deems necessary. Except in cases of emergency, the Town shall make a reasonable attempt to notify the Landowner prior to entering the Property.
5. If the Landowner fails to adequately maintain the stormwater management facilities in accordance with the Plan and the Virginia Stormwater BMP Clearinghouse and in accordance with the specific maintenance requirements noted in the Stormwater Facility Maintenance Manual, or if the Landowner fails to submit a Private Stormwater Management Facility Inspection and Maintenance Report when due in accordance with this Agreement, the Town and its agents shall have the right, but not the obligation, to enter onto the Property and perform any inspection, replacement, repair and maintenance as the Town deems necessary. The Landowner shall reimburse the Town the costs of the inspection, replacement, repair, and maintenance of the stormwater management facilities performed by the Town within 10 days of receipt of an invoice by the Town. This provision shall not be construed to allow the Town to erect any building or structure on the Property without obtaining written approval of the Landowner. It is expressly understood and agreed that the Town 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 Town.
6. The Landowner shall not alter the stormwater management facilities without prior written approval of the Town.
7. The intent of this Agreement is to ensure the proper maintenance of stormwater management facilities by the Landowner; provided, however, that this Agreement shall not be deemed to create or affect any additional liability on any party for damage alleged to result from or be caused by stormwater drainage.
8. The Landowner, its executors, administrators, assigns, and any other successors in interest, shall indemnify and hold harmless the Town and its agents and employees

for any and all damages, accidents, casualties, occurrences or claims that might arise or be asserted against the Town from the construction, presence, existence, or maintenance of stormwater management facilities by the Landowner or the Town. In the event a claim is asserted against the Town, its agents or employees, the Town shall promptly notify the Landowner and the Landowner shall defend at his own expense any suit based on such claim. If any judgment or claims against the Town, its agents or employees is allowed, the Landowner shall pay all costs and expenses in connection therewith.

9. This Agreement shall be recorded among the land records of Fairfax County, Virginia, and shall constitute a covenant running with the land and shall be binding on the Landowner, its administrators, executors, assigns, heirs and any other successors in interest.

IN WITNESS of all of which, the parties hereto have caused this Agreement to be executed under seal on their behalf.

Signature Landowner

Signature Landowner

Print Name

Print Name

Print Title

Print Title

Address: (Print): _____

STATE OF _____

COUNTY/CITY OF _____

I, _____, Notary Public in and for the State and County/City aforesaid, do hereby certify that _____ whose name(s) is (are) signed to the foregoing Agreement, this day personally appeared before me in my State and County/City aforesaid and acknowledged the same.

Given under my hand this _____ day of _____, _____.

My commission expires: _____

Notary Public

TOWN COUNCIL, TOWN OF VIENNA, VIRGINIA

By: _____
Director of Public Works, Town of Vienna

COMMONWEALTH OF VIRGINIA
COUNTY OF FAIRFAX

This _____ day of _____, _____, appeared before me in
my State and County aforesaid, _____ Director of Public Works,
and acknowledged his signature.

My commission expires: _____

Notary Public

Approved to Form

Town Attorney