

Plan No. _____

Recorder's label

CONSIDERATION: \$10.00

Tax Map Number
Tax Map _____

Prepared by and RETURN TO:

Deputy Director of Public Works

8500 Public Works Dr
Manassas VA 20110
PH: 703-257-8251 FX: 703-330-4429

Grantee's Address:
City of Manassas
9027 Center Street
Manassas, Virginia 20108

PREPARED WITHOUT THE BENEFIT OF TITLE EXAMINATION

Stormwater Management/BMP Facility Maintenance Agreement

THIS AGREEMENT is made and entered into this ___ day of _____, 20__ by and between _____, hereinafter called the "Landowner," GRANTOR, and the City of Manassas, a Municipal Corporation of the Commonwealth of Virginia, hereinafter called the "City," GRANTEE. The term "Landowner" also includes its (their) successors and assigns.

WITNESSETH:

WHEREAS, Landowner is the owner of certain real property, more particularly described as: _____, Manassas, VA 20110 as recorded by deed in the land records of Prince William County, Virginia, Deed Book _____ at Page _____ (or Instrument Number _____), hereinafter called the "Property," and,

WHEREAS, the Landowner is proceeding to engage in land disturbing and/or development activities on the Property; and,

WHEREAS, Site/Subdivision Plan _____, hereinafter called the "Plan," which is expressly made a part hereof, as approved or to be approved by the City, provides for the treatment of stormwater within the confines of the property; and,

WHEREAS, the City and the Landowner agree that the health, safety, and welfare of the residents of Manassas, Virginia, require that onsite Stormwater Management Facility/Best Management Practices be constructed and maintained on the property; and

WHEREAS, the City of Manassas, Virginia requires that onsite Stormwater Management Facilities/Best Management Practice facilities as shown on the Plan be constructed and adequately maintained by the Landowner;

NOW, THEREFORE, in consideration of \$10 cash in hand paid, the foregoing premises, the mutual covenants contained herein, and the following terms and conditions, the parties hereto agree as follows:

1. The onsite stormwater management/Best Management Practice (BMP) facilities shall be constructed by the Landowner, in accordance with the City of Manassas Design and Construction Standards Manual (DCSM) and the plans and specifications identified in the Plan.
2. The Landowner shall maintain the stormwater management/BMP facilities as shown on the Plan in good working condition so that they are performing their design function. At a minimum, Landowner will maintain the stormwater management/BMP facilities in accordance with the specific maintenance requirements noted on the Plan and as required by Attachment A, including replacement when necessary. The term “maintenance” or “maintain” as used in this Agreement, includes replacement when necessary.
3. The Landowner shall provide an annual inspection to be performed by a Virginia registered professional engineer. The report of inspections, along with a schedule for repair when needed, will be furnished to the Department of Public Works by June 30 each year.
4. The Landowner hereby grants permission to the City, its authorized agents and employees, to enter upon the Property and to inspect the stormwater management/BMP facilities whenever it 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. Whenever possible, the City shall notify the Landowner prior to entering the Property. When deficiencies are noted, the City shall give the Landowner copies of the inspection report with findings and evaluations.
5. The Landowner will perform all maintenance, repairs, cleaning, and reconstruction specified in the inspection report. Such maintenance will be completed under the direction of a professional engineer within six months.
6. Should a City inspector perform an inspection in addition to the Landowner’s and deficiencies are found, the City may direct the Landowner to make necessary maintenance, repairs, cleaning, and reconstruction, and shall set reasonable time limits for the repairs to be completed.
7. All maintenance, repairs, cleaning and reconstruction will meet the original planned function, meet the standards set forth in the DCSM and may be inspected by City forces to assure compliance.

8. In the event the Landowner fails to maintain the stormwater management/BMP facilities in good working order acceptable to the City, the City may, after first giving reasonable notice, enter upon the property and take whatever steps it deems necessary to maintain said stormwater management/BMP facilities and to charge the costs of the repairs to the Landowner. This provision shall not be construed to allow the City to erect any structure of a permanent nature on the land of the Landowner, outside of an easement belonging to the City. It is expressly understood and agreed that the City 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 City.
9. In the event the City, 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 Landowner shall reimburse the City upon demand, within ten (10) days of receipt thereof for all costs incurred by the City hereunder. Any costs not paid within ten (10) days of receipt of demand shall bear compound interest at the rate of 12% per year, compounded continuously. In addition, Landowner will pay the City any costs of collection of these costs, including a reasonable attorney's fee.
10. It is the intent of this Agreement to insure the proper maintenance of onsite stormwater management/BMP facilities by the Landowner; 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 non-point source pollution runoff.
11. The Landowner, its executors, administrator, assigns, and any other successors in interest, shall indemnify and hold harmless the City and its agents and employees for any and all damages, accidents, casualties, occurrences or claims which might arise or be asserted against the City for the construction, presence, existence or maintenance of the stormwater management/BMP facilities by the Landowner. If such a claim is asserted against the City, its agents or employees, the City shall promptly notify the Landowner and the Landowner shall defend at its own expense any suit based on such claim. If any judgment or claims against the City, its agents or employees shall be allowed, the Landowner shall pay all costs and expenses in connection herewith.
12. The Landowner may not transfer or assign any of its responsibilities for the stormwater management/BMP facilities except by transferring all of its ownership interest in the Property or with the express, written consent of the City Council. If the Landowner transfers the Property, it shall give the City a copy of the fully executed and recorded document of transfer.

This Agreement shall be recorded among the land records of Prince William 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.

13. Attachment(s) to be included as part of THIS AGREEMENT:

- a) Attachment A
- b) Facility location map
- c) Narrative of each type of facility
- d) Inspection schedule

WITNESS the following signatures and seals:

[Landowner/Association]

_____ By: _____ (Seal)

Type Name

Type Title

ATTEST:

STATE OF

COUNTY
OF

I, _____, a Notary Public in and for the City and State aforesaid, whose commission expires on the ____ day of _____, _____, do hereby certify that _____, whose name(s) is/are signed to the foregoing Agreement bearing date of the ____ day of _____, _____, has acknowledged the same before me in my said City and Said.

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

NOTARY PUBLIC

Registration No. _____

WITNESS the following signatures and seals:

For the CITY OF MANASSAS

ATTEST: City of Manassas

_____ By: _____

Type Name _____

Type Title _____

ATTEST:

STATE OF _____

COUNTY OF _____

I, _____, a Notary Public in and for the City and State aforesaid, whose commission expires on the ____ day of _____, _____, do hereby certify that _____, whose name(s) is/are signed to the foregoing Agreement bearing date of the ____ day of _____, _____, has acknowledged the same before me in my said City and Said.

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

NOTARY PUBLIC

Registration No. _____

Approved as to form:

City Attorney

Date: _____

Attachment “A”

Maintenance Requirements

This section defines the responsibility of the Landowner for maintenance of the stormwater management/BMP facilities on the Property identified in the “Stormwater Management/BMP Maintenance Agreement” (“the Agreement”) to which it is attached. All terms used herein have the same meanings as assigned in the Agreement.

The Landowner shall be responsible for performing the following maintenance on the stormwater management/BMP facilities:

1. Mowing of grass when grass exceeds twelve (12) inches in length.
2. Removing debris from the facilities.
3. Removing silt from the facilities.
4. Annual inspecting, by a Certified Professional Engineer licensed in the State of Virginia, for:
 - Sediment build-up causing reductions in the storage volume provided in the Plan.
 - Outfall erosion.
 - Dam deterioration, leaks or piping at the outfall pipe.
 - Debris buildup removal.
 - Vector Control.
 - BMP restoration.
 - Safety cages, fencing and signage.
 - Accessibility to the facility.
 - Dredging as required.
5. For properties where there is found to be a discharge of the pollutant identified in the wasteload allocation (WLA), the Engineer shall develop and implement a schedule to minimize the discharge of the pollutant identified in the WLA in a manner consistent with the approved Total Maximum Daily Load (TMDL). The following steps are the minimum requirements for monitoring and the City may impose greater requirements to reduce the pollutant(s) of concern including nutrients or sediment:
 - Analyzing a total of two samples from a representative outfall for each identified property in accordance with 1VAC30-45 or 1VAC30-46 or successor regulations; One sample shall be collected during each of

the following six-month periods: October through March, and April through September.

- Monitoring and analytical methods shall be conducted according to procedures approved under 40 CFR Part 136 or alternative methods approved by the Environmental Protection Agency (EPA). Where an approved 40 CFR Part 136 method does not exist, the operator must use a method consistent with the TMDL.
 - Reporting monitoring results to the City not later than the 10th day of the month after monitoring takes place. The laboratory certificate of analysis has to be submitted with the records of monitoring information including:
 - The date, exact place, and time of sampling or measurements;
 - The individual(s) who performed the sampling or measurements;
 - The date(s) and time(s) analyses were performed;
 - The individual(s) who performed the analyses;
 - The analytical techniques or methods used; and
 - the results of such analyses.
6. Prompt reporting by the Certified Professional Engineer to the Landowner and the City of Manassas Public Works Department, at 8500 Public Works Dr. Manassas VA 20110, of the Certified Professional Engineer's findings and recommendations for any maintenance required of the stormwater management/BMP facilities.
7. In connection with the annual inspection as heretofore provided, the name of the Landowner (i.e. the owner of record of the Property as of the annual inspection) shall be provided to the City of Manassas.