

Tax Map Parcel No(s):

**MAINTENANCE AGREEMENT**  
**FOR DRAINAGE AND STORMWATER MANAGEMENT FACILITIES**

This Maintenance Agreement for Drainage and Stormwater Management Facilities (“Agreement”), dated \_\_\_\_\_, is between \_\_\_\_\_, owner of the property subject to this Agreement (“Owner”), and Stafford County, Virginia, a political subdivision of the Commonwealth of Virginia (“County”).

**RECITALS**

- A. \_\_\_\_\_ is the owner of the \_\_\_\_\_ acre parcel of land designated as Tax Map Parcel No(s). \_\_\_\_\_ in Stafford County’s tax records (“the Property”). Owner acquired this property by deed dated \_\_\_\_\_, recorded in the Stafford County Circuit Court land records as Instrument No. \_\_\_\_\_.
- B. A drainage or stormwater plan prepared by \_\_\_\_\_, dated \_\_\_\_\_, 20\_\_, (all components and pages of which shall be termed the “Plan”) has been approved by the County.
- C. The Plan provides for permanent drainage, stormwater management, best management practices, erosion and sediment control facilities or other techniques designed to manage the quality and quantity of stormwater runoff on the Property (“the Facilities”).
- D. To comply with the Clean Water Act, 33 U.S.C. § 1251, et seq., the Chesapeake Bay Preservation Act, Virginia Code § 62.1-44.15:67, et seq., Virginia Erosion and Sediment Control Law, Virginia Code § 62.1-44.15:51, et seq., State Water Control Law, Virginia Code § 62.1-44.2, et seq., and regulations adopted under those laws, the County requires that the Facilities be constructed, operated, and maintained (including repairs and replacements necessary to meet the Plan’s requirements) by Owner.

NOW THEREFORE, in consideration of state and federal law and the County’s approval of the drainage and stormwater-related aspects of the site plan or subdivision plan related to this Agreement, the parties agree as follows:

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### AGREEMENT

1. The foregoing Recitals are hereby incorporated into this Agreement as a matter of contract and not mere recital.
2. Owner warrants that it is the fee simple owner of the Property, and that there are no exceptions or restrictions that would interfere with or adversely affect the County's right of access under this Agreement or that would adversely affect the Owner's authority to enter into this Agreement.
3. The Owner shall ensure the proper construction, operation, and maintenance of the Facilities. The Owner shall submit a construction record drawing, as-built data, soil/geotechnical reports and infiltration tests as required, and certification of the Facilities to the County upon completion of construction and before release of any surety and termination of any temporary permit. The construction record drawing and certification must be sealed and signed by a professional engineer, architect, landscape architect, or land surveyor licensed under Virginia Code § 54.1-400, et seq., certifying that the Facilities have been constructed in accordance with the approved Plan and the Stafford County Stormwater Management Design Manual. Where the condition of the Facilities from the construction record drawing and as-built data varies significantly from the approved design, appropriately revised calculations shall also be provided by the professional certifying the system.
4. The Owner shall maintain the Facilities as needed to ensure that they remain in proper working order and in accordance with the Plan, including any associated maintenance plans or instructions, and with applicable design standards and laws.
5. The County may access the Property as necessary to access the Facilities and as reasonably necessary to ensure the proper construction, operation, and maintenance of the Facilities.
6. The Owner, at its own expense, shall have the Facilities inspected by a professional engineer, architect, landscape architect, or land surveyor licensed under Virginia Code § 54.1-400, et seq, or a person working under the direction and oversight of such a professional. These inspections shall take place at least once every five years after completion of the Facilities.

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7. The Owner shall submit a written inspection report to the County within 30 days of each inspection. The inspection report shall be consistent with the standards of practice for inspecting similar facilities and shall include at least:
  - a. the date of the inspection;
  - b. the name, address and professional classification of the inspector; and
  - c. the condition of vegetation, fences, spillways (principal and emergency), embankments, reservoir areas, inlet and outlet channels, underground drainage structures, sediment loads, gates and valves, and anything else that could affect the proper functioning of the Facilities and conformance to the Plan.
  - d. A description of all maintenance and other actions the inspector deems necessary to ensure that the Facilities perform in conformance with the Plan.
8. Owner shall perform any maintenance or other actions described above in Section 6.d. within 30 days upon the completion of the inspection report (or within a longer time if agreed to in writing by the County).
9. If the Owner fails to comply with the terms of this Agreement, the County, upon reasonable notice to Owner, may enter the Property and fulfill the terms (such as maintenance and repairs) itself, at the Owner's expense. Thirty (30) days shall normally be regarded as the time period for providing reasonable notice. Notwithstanding the foregoing, nothing in this Agreement shall obligate the County to maintain the Facilities.
10. In the event of an emergency, as determined by the County Administrator or designee, in which there is imminent danger that the condition of the Facilities may permit or cause: a threat to public health or safety; an imminent threat of flooding, ponding of water, or erosion; or an unreasonable degradation of other properties, water quality, stream channels and other natural resources, the County may take steps it reasonably determines necessary to cease or correct the conditions causing the emergency. To the extent reasonable under the circumstances, the County shall provide the Owner with notice and an opportunity to correct the conditions.

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11. This Agreement does not modify or waive any applicable law or regulation. If the County performs work or expends any funds under this Agreement for the maintenance, repair, or replacement of the Facilities, including funds for labor, equipment, supplies, and materials, the Owner shall reimburse the County within 30 days of receipt of written notice of such expenditures from the County. The County may pursue any legal remedies for enforcement of this agreement and collection of the amount owed.
12. Any notices pertaining to this Agreement shall be sent by hand delivery and/or certified mail to:  
Owner: The address listed in the County's tax records for owner of the Property.  
County: Stafford County Administrator, PO Box 339, Stafford, Virginia 22555.  
Notice is deemed to have been received on the date of delivery if delivered in person, or the third business day after the date of mailing.
13. Owner shall save, hold harmless, and indemnify the County and its employees and officers from and against all liability, losses, claims, demands, costs and expenses arising from, or out of, default or failure by Owner to maintain the Facility, in accordance with the terms of this document, or from Owner's acts arising from, or out of, the construction, operation, repair or maintenance of the Facility. If the County accesses the property for inspection, performs or otherwise provides maintenance and/or repair to the Facilities, the Owner will hold harmless and indemnify the County with regard to damage to or destruction of personal or real property.
14. The Owner shall not be entitled to compensation from the County for its use or occupancy of the Property for the purposes of this Agreement.
15. This Agreement is a covenant that runs with the land and is binding upon all subsequent owners, administrators, executors, assigns, heirs, and any other successors in interest so long as they own the Property or any portion of the Property served by the Facilities. If any Facilities located within a common area, Owner shall ensure that deed restrictions and covenants require the responsible owner's association to be responsible for providing maintenance of the Facilities.

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16. This Agreement is governed by laws of the Commonwealth of Virginia. The courts of Stafford County, Virginia are the exclusive venue for any litigation regarding this Agreement.

17. The County shall have this Agreement recorded in the Stafford County Circuit Court land records, with the Owner listed as grantor and the County listed as grantee. The Owner shall pay any fees required for recordation of this Agreement.

WITNESS the following signatures and seals:

**OWNER**

\_\_\_\_\_

By \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

COMMONWEALTH OF VIRGINIA

CITY/COUNTY OF \_\_\_\_\_, to-wit:

I, the undersigned Notary Public, certify that \_\_\_\_\_, on behalf of \_\_\_\_\_, whose name is signed to the foregoing Maintenance Agreement for Drainage and Stormwater Management Facilities, appeared and acknowledged the same before me this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

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

Printed Name: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

Registration Number: \_\_\_\_\_

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**STAFFORD COUNTY, VIRGINIA**

By \_\_\_\_\_

Paul J. Santay  
Director, Department of Development Services

COMMONWEALTH OF VIRGINIA

COUNTY OF STAFFORD, to-wit:

I, the undersigned Notary Public, certify that Paul J. Santay, Director of Stafford County Department of Development Services, on behalf of Stafford County, Virginia, signed the foregoing Maintenance Agreement for Drainage and Stormwater Management Facilities, appeared and acknowledged the same before me this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

\_\_\_\_\_  
Notary Public  
Printed Name: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_  
Registration Number: \_\_\_\_\_