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TOWN OF COLONIAL BEACH
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DEPUTY TOWN MANAGER
Rob Murphy

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TOWN CLERK
Heather Oliver

TOWN ATTORNEY
Vivian Seay Giles

BMP Agreement

TOWN OF COLONIAL BEACH STORMWATER MANAGEMENT/BMP FACILITIES MAINTENANCE AGREEMENT

THIS AGREEMENT, made and entered into this ____ day of _____ by and between _____, hereafter called the "Landowner", and ~~the Town of Colonial Beach, Virginia,~~ hereinafter called the "Town".

WITNESSETH, that

WHEREAS, the landowner is the owner of certain real property described as tax map number _____ as recorded by deed in the land records of Westmoreland County, Virginia, Office Deed Book # _____ Page # _____, hereinafter called the "Property".

WHEREAS, the landowner is proceeding to build on and develop the Property; and

WHEREAS, (Plan Description) _____ hereinafter called the "Plan", which is expressly made a part hereof, as approved or to be approved by the Town, provides for detention of stormwater within the confines of the Property; and

WHEREAS, the Town and the Landowner, its successors and assigns agree that the health, safety, and welfare of the residents of the Town of Colonial Beach, Virginia, require that on-site stormwater management/BMP facilities be constructed and maintained on the property; and

WHEREAS, the Town requires that on-site stormwater management/BMP facilities as shown on the Plan be constructed and adequately maintained by the Landowner, its successors and assigns;

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

1. The on site stormwater management/BMP facilities shall be constructed by the Landowner, its successors and assigns, in accordance with the plans and specifications identified in the Plan.
2. The Landowner, its successors and assigns, shall maintain the stormwater management/BMP facilities in good working condition, acceptable to the Town, so that they are performing their design functions.

3. The landowner, its successors and assigns, at its sole expense hereby agrees to cause the stormwater management/BMP facilities to be inspected by a professional engineer licensed to practice as such by the Commonwealth of Virginia, at such regular intervals as deemed necessary by the Town. Such inspections shall either determine that the stormwater management/BMP facilities still meet the design specifications as shown on the Plan or else indicate what corrective measures must be taken to return the facilities to the original design specifications as shown on the Plan. The Landowner, its successors and assigns, shall provide a written copy of the inspection certified by the professional engineer to the Town. The Town shall make the final determination of the need for and extent of corrective measures and the Town shall in no way be bound by the inspection or recommendations of the professional engineer.
4. The Landowner, its successors and assigns, hereby grants permission to the Town, its authorized agents and employees, to enter upon the Property, and to inspect the stormwater management/BMP facilities whenever the Town 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. When deficiencies are noted, the Town shall give the Landowner, its successors and assigns, copies of the inspection report with findings and evaluations.
5. The Town may order in writing the Landowner, its successors and assigns, to take any corrective measures which the Town deems necessary to maintain the stormwater management/BMP facilities in good working order. In the event the Landowner, its successors and assigns, fails to maintain the stormwater management/BMP facilities in good working condition acceptable to the Town, the Town or its representatives may 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, its successors and assigns. This provision shall not be construed to allow the Town to erect any structure of a permanent nature on the land of the Landowner, outside of an easement belonging to the Town. 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, its successors and assigns, will perform maintenance in accordance with the maintenance scheduled for the stormwater management/BMP facilities including sediment removal as outlined on the approved plans.
7. In the event the Town 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, its successor and assigns, shall reimburse the Town upon demand, within ten (10) days of receipt thereof for all costs incurred by the Town hereunder.

8. The Landowner, its successors and assigns, shall indemnify and hold harmless the Town and its agents and employees for any and all damages, accidents, casualties, occurrences or claims which might arise or be asserted against the Town for the construction, presence, existence or maintenance of the stormwater management/BMP facilities by the Landowners, its successors and assigns. In the event a claim is asserted against the Town, its agents or employees, the Town shall promptly notify the Landowners, their successors and assigns, and they shall defend at their own expense, any suit based on such claim. If any judgment or claims against the Town, its agents or employees shall be allowed, the Landowner, its successors and assigns shall pay all costs and expenses in connection therewith.

9. This agreement shall be recorded among the land records of Westmoreland 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 interests.

WITNESS the following signatures and seals:

(Seal)

(Seal)

ATTEST:

STATE OF _____

COUNTY OF _____

I, _____, a Notary Public in and for the County of Westmoreland, and State aforesaid, whose commission expires on _____, do hereby certify that property owners _____ whose name(s) is/are signed to the foregoing agreement bearing the date of _____ day of _____, _____ has acknowledge the same before me in my said Town and State.

GIVEN UNDER MY HAND THIS _____ day of _____, _____.

NOTARY PUBLIC

By _____

Staff Name: _____

Title: _____

ATTEST:
STATE OF VIRGINIA

COUNTY OF WESTMORELAND

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

GIVEN UNDER MY HAND THIS _____ day of _____,

NOTARY PUBLIC