

**STORMWATER MANAGEMENT MAINTENANCE AGREEMENT FOR
EXISTING STORMWATER MANAGEMENT FACILITIES**

THIS AGREEMENT, made and entered into this ____ day of _____, 20____, between _____ hereinafter called the “Landowner,” and the City of Roanoke, hereinafter called the “City.”

WITNESSETH, that

WHEREAS, the Landowner, is the owner of certain real property which has been assigned the following Tax Map Number(s): _____, hereinafter called the “Property;”

WHEREAS, the Landowner, or a predecessor in title to the Landowner, has built on, or otherwise developed, a part, or all of, the Property;

WHEREAS, various improvements to the Property provide for the management of stormwater within the confines of the Property (“Facilities”);

WHEREAS, the parties to this Agreement understand and agree that the provision and maintenance of the Facilities will help improve stormwater quality and help control or prevent flooding;

WHEREAS, the City and the Landowner, its successors and assigns, agree that the health, safety, and welfare of the residents of the City require that the Facilities be adequately maintained; and

WHEREAS, the City requires that all Facilities be adequately maintained by the Landowner, its successors and assigns, as a measure to control or prevent flooding and to help maintain or improve water quality.

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 Landowner, its successors and assigns, shall adequately maintain all Facilities currently located on the Property. This includes, but is not limited to, all pipes and channels built on the Property to convey stormwater, as well as all structures, improvements, and vegetation provided to control the quantity and quality of the stormwater. “Adequately maintained” shall be defined as good working condition so that the Facilities are functioning as originally designed and provide effective stormwater management.

2. The Landowner, its successors and assigns, shall periodically inspect all Facilities in accordance with a schedule of maintenance attached as Exhibit A. The purpose of the inspection shall be to ensure safe and proper functioning of the Facilities. The inspection shall include, but not be limited to, the Facilities, berms, any outlet structure, pond areas, access roads, and vegetation provided and maintained to control the quantity and quality of stormwater, and such inspection shall be in

accordance with the schedule of maintenance attached as Exhibit A. Deficiencies shall be noted in an inspection report in form acceptable to the City.

3. The Landowner, its successors and assigns, shall document in form acceptable to the City all inspections, maintenance activities and repairs that are performed on the Facilities. Such documentation shall be forwarded to the City Manager for the City of Roanoke, Noel C. Taylor Municipal Building, 215 Church Avenue, S. W., Room 364, Roanoke, Virginia 24011, in December of each calendar year and maintained by the Landowner, its successors and assigns, for a minimum period of five (5) years.

4. The Landowner, its successors and assigns, hereby grant permission to the City, its authorized agents and employees, to enter upon the Property to photograph and inspect the Facilities periodically and whenever the City deems necessary. The purpose of such inspection shall be to verify that proper maintenance is occurring, to follow up on reported deficiencies, or to respond to citizen complaints. The City shall provide the Landowner, its successors and assigns, copies of any inspection findings and a directive to commence with maintenance or repairs, if necessary.

5. In the event the Landowner, or its successors or assigns, fails to maintain the Facilities in good working condition acceptable to the City, the City may enter upon the Property and take whatever steps are necessary to correct deficiencies identified in the inspection report and to charge the costs of such repairs to the Landowner, or its successors or assigns. Landowner, for itself, and for its successors and assigns, hereby grants to the City permission and authority for such entry and repairs. This provision shall not be construed to allow the City to erect any structure of permanent nature on the land of the Landowner outside of the area needed for the management of stormwater on the Property or for the maintenance of the Facilities. It is expressly understood and agreed that the City is under no obligation to maintain routinely or to repair such Facilities, and in no event shall this Agreement be construed to impose any such obligations on the City.

6. The Landowner, its successors and assigns, will perform the work necessary to comply with the attached maintenance schedule, Exhibit A, including sediment removal, and as otherwise required to keep the Facilities in good working order so that the Facilities are functioning as originally designed.

7. In the event the City, pursuant to this Agreement, performs work of any nature, or expends any funds in performance of such work for labor, use of equipment, supplies, materials, and the like, the Landowner, its successors and assigns, shall reimburse the City upon demand, within thirty (30) days of receipt thereof for all actual costs incurred by the City hereunder.

8. This Agreement imposes no liability of any kind whatsoever on the City, and the Landowner agrees to hold the City harmless from any liability in the event the Facilities fail to function as originally designed.

9. This Agreement shall be recorded among the land records of the City of Roanoke, 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:

Owner: _____
Individual/Corporation/Partnership Name (Seal)

By: _____

(Type Name)

(Type Title)

STATE OF _____

CITY/COUNTY OF _____

I, _____, a Notary Public in and for the aforesaid state do hereby certify that _____, whose name is signed to the foregoing instrument, has personally appeared before me and acknowledged the same on this _____ day of _____, 20__

Reg.# _____

NOTARY PUBLIC

My Commission Expires: _____

CITY OF ROANOKE, VIRGINIA

By: _____

(Type Name)

(Type Title)

STATE OF _____

CITY/COUNTY OF _____

I, _____, a Notary Public in and for the aforesaid state do hereby certify that _____, whose name is signed to the foregoing instrument, has personally appeared before me and acknowledged the same on this _____ day of _____, 20__

Reg.# _____

NOTARY PUBLIC

My Commission Expires: _____

Approved as to Form:

City Attorney Date