



CITY OF FAIRFAX
STANDARD BEST MANAGEMENT PRACTICES (BMP) FACILITIES
MAINTENANCE AND MONITORING AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 20 _____ by and between _____, its successors and assigns, hereinafter called (the "Landowner"), and the City of Fairfax, Virginia, a Virginia municipal corporation (the "City");

WITNESSETH:

WHEREAS, the Landowner is the owner of record certain real property located within the City, and described as:

Tax map, block, and lot number

as acquired by deed recorded in the land records of the County of Fairfax, Virginia in Deed Book _____ at Page _____, (the "Property").

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

WHEREAS, Erosion and Sediment Control Plan/ Plan of Development/Site Plan/Subdivision Plan (describe fully) _____, (the "Plan"), which is expressly made a part hereof by reference, as approved or to be approved by the City, provides for detention or on-site treatment of permanent stormwater control facilities, or Best Management Practices (BMPs), within the confines of the Property and;

WHEREAS, the Plan identifies the following structural BMPs (Facilities) as located on said property and provides maintenance plans and schedules:

DEQ Stormwater Handbook		Acreage Treated (To the 1/100 th of an Acre)		Location (Decimal Degrees to the 5 th Decimal Place)	
Specification Number	Practice (Type)	Total Area	Impervious Area	Latitude	Longitude

WHEREAS, Landowner acknowledges that the City Zoning Ordinance requires that on- site Facilities be properly constructed and maintained, inspected on the property and;

WHEREAS, the City requires that the Facilities as shown on the Plan 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 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. The Facilities shall be constructed by the Landowner, in accordance with the plans and specifications as identified in the Plan.
2. Landowner shall maintain the Facilities in good working condition, in a manner to be acceptable to the City, so that the Facilities perform as designed.
3. Landowner, hereby grants permission to the City, its authorized agents and employees, to enter upon the Property and to inspect the Facilities whenever the City deems it to be necessary. The purpose of the inspection shall be to assure safe and proper functioning of the Facilities, berms, outlet structures, pond areas, etc. When deficiencies are noted, the City shall give the Landowner, copies of the inspection report with its findings and evaluations within 30 days.

4. Landowner will maintain inspection and maintenance reports for City review upon request and perform maintenance in accordance with the maintenance schedule for the Facilities, including sediment removal, as outlined on the approved plans and the Virginia Stormwater Management Handbook, published by the Virginia Department Environmental Quality, effective on the date of this BMP Agreement's recording.
5. The Landowner, at the Landowner's sole expense, shall inspect the Facilities according to the schedule set forth in the Maintenance Plan. These inspections shall be conducted by a person who is licensed as a professional engineer, architect, landscape architect, or land surveyor pursuant to Article 1 (§ 54.1-400 et seq.) of Chapter 4 of Title 54.1 of the Code of Virginia; a person who works under the direction and oversight of a licensed professional engineer, architect, landscape architect, or land surveyor; or a person who holds an appropriate certificate of competence from the Department of Environmental Quality. If the inspector finds during an inspection that repairs must be undertaken to return the Facilities to the original design as shown and described on the Plan, the Landowner shall complete any such repairs within thirty (30) calendar days of the inspection or a longer period as approved by the City Zoning Administrator.
6. In the event the City, pursuant to this Agreement, enters upon the Property and takes whatever steps it deems necessary to maintain said Facilities and in performance of said work for labor, use of equipment, supplies, materials and the like on account of the Landowner's failure to perform such work, the Landowner shall reimburse the City, upon demand, within 30 days of receipt thereof for all costs incurred by the City hereunder. 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. If not paid within such 30-day period, the City shall have a lien against the Property to the extent permitted by law, in the amount of such costs, plus interest at the highest rate permitted by law.
7. Landowner shall indemnify and hold harmless the City, its officers, 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 of or maintenance of the Facilities by the Landowner. In the event a claim is asserted against the City, 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 claim against the City shall be allowed, the Landowner shall pay all of the City's costs and expenses in connection therewith, including attorneys' fees.
8. Landowner hereby grants permission to the City, its authorized agents and employees, to enter upon the property, and to install, operate and maintain equipment to monitor the flow rate and pollutant content of the input flow, the effluent, and at intermediate points in the BMP.
9. This Agreement shall be recorded among the land records of the County of Fairfax, Virginia, and shall constitute a covenant running with the land/or equitable servitude,

and shall be binding on the Landowner, its administrators, executors, assigns, heirs and other successors in interest.

WITNESS the following signatures and seals:

(Landowner)

(Seal)

By: _____
Name (type or print)

Attest: _____
Secretary

WITNESS THE FOLLOWING SIGNATURE AND SEAL:

STATE OF _____ County/City/Town of _____ to-Wit:

I, the undersigned, A Notary Public in and for the State and County, City or Town aforesaid, do hereby certify that this day personally appeared before me in the State and County, City or Town aforesaid:

(Name) (Title)

whose name(s) is(are) signed to the foregoing and hereunto annexed agreement bearing the _____ day of _____, 2_____, and acknowledged the same before

me. Given under my hand this _____ day of _____, 2_____.

Notary Registration Number#: _____

My Commission expires: _____ day of _____, 2_____

(Notary Public Signature)

BMP AGREEMENT# (to be filled in by staff): _____

CITY OF FAIRFAX

BMP Agreement Reviewed by: _____
Stormwater Resources Engineer

By: _____
City Attorney — Approved as to Form

By: _____
City Manager

Attest: _____
City Clerk

WITNESS THE FOLLOWING SIGNATURE AND SEAL:

COMMONWEALTH OF VIRGINIA
CITY OF FAIRFAX to-wit:

The foregoing instrument was acknowledged before me this:

_____ day of __, 2_____, by _____,
as City
Manager, on behalf of the City of Fairfax, Virginia.

My Commission expires: _____ day of _____, 2____

Notary Registration Number#: _____

(Notary Public Signature)

For Official Use Only

Date Recorded _____	Instrument Number _____
Book Number _____	Page Number _____