THIS AGREEMENT, made and entered into this       day of       20     , by and between       hereinafter called the "Landowner", and the City of Danville, Virginia, a Municipal Corporation of the Commonwealth of Virginia, hereinafter called the "City".

WITNESSETH:

WHEREAS, the Landowner is the fee simple owner of certain real property located at      (PIN #      ) and as shown on Exhibit “A” attached to this agreement; and,

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

WHEREAS, that certain Site Plan prepared by       and dated       labeled as “     ” hereinafter called the "Plan", which is expressly made a part hereof, as approved or to be approved by the City, provides for detention of stormwater within the confines of the Property; and

WHEREAS, the City and the Landowner, its successors and assigns, including any property owners association, agree that the health, safety, and welfare of the residents of Danville, Virginia, require that on-site stormwater management/Best Management Practices (BMP) facilities be constructed and maintained on the Property; and

WHEREAS, the City 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, including any property owners association.

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, including any property owners association, shall adequately maintain the stormwater management/BMP facilities. This includes all pipes and channels built on the Property to convey stormwater to the facility, as well as all structures, improvements, and other to control the quantity and quality of the stormwater on the Property. Adequate maintenance is herein defined as good working condition so that these facilities are performing their design functions. An Annual Inspection Report form approved by the City of Danville is to be used to establish what good working condition is acceptable to the City.

3. The Landowner, its successors and assigns, shall inspect the stormwater management/BMP facilities and submit the Annual Inspection Report form to the City annually. The Annual Inspection Report form shall be submitted to the City no later than July 1 of each year but no earlier than thirty (30) days prior to July 1. The purpose of the inspection is to assure safe and proper functioning of the facilities. The inspection shall cover the entire facilities, structures, tanks, etc. on the property. Deficiencies shall be noted in the inspection report.

4. The Landowner, its successors and assigns, hereby grant permission to the City, its authorized agents and employees, to enter upon the Property and to inspect the stormwater management/BMP facilities whenever the City deems necessary in the event of an emergency and other times upon 48 hours advanced notice to the Landowner. The purpose of inspection is to follow-up on reported deficiencies and/or to respond to citizen complaints. The City shall provide the Landowner, its successors and assigns, copies of the inspection findings and a directive to commence with the repairs if necessary.

5. In the event the Landowner, its successors and assigns, after being provided a directive, fails to begin maintenance or repair of the stormwater management/BMP facilities within fourteen (14) days and fails to restore the stormwater management/BMP facilities to good working condition acceptable to the City within thirty (30) days of receiving such directive, the City may enter upon the Property and take whatever steps necessary to correct deficiencies identified in the inspection report and to charge the documented costs of such repairs to the Landowner, its successors and assigns. 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 of the stormwater management/BMP facilities. It is expressly understood and agreed that the City is under no obligation to routinely maintain or repair said facilities, and in no event shall this Agreement be construed to impose any such obligation on the City. The City, in exercising its rights hereunder, shall make a reasonable attempt to do so in a manner so as to minimize interference with commercial operations on the Property when practicable.

6. The Landowner, its successors and assigns, will perform the work necessary to keep these facilities in good working order as appropriate. In the event a maintenance schedule for the stormwater management/BMP facilities (including sediment removal) is outlined on the Plan, the schedule will be followed.

7. 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, its successors and assigns, shall reimburse the City upon demand, within thirty (30) days of receipt thereof for all actual documented 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 stormwater management/BMP facilities fail to operate properly.

9. This Agreement shall be recorded among the land records of Danville, Virginia, and the conditions and covenants herein are covenants running with the land, and shall perpetually bind the Property and are made for the benefit of the City of Danville and all persons who now or who may hereafter own any portion of the Property and the City and/or such owners are hereby specifically given the right to enforce such covenants and conditions.

10. The Landowner further covenants and agrees that upon the sale or other conveyance of the whole or any part of the Property shown in Exhibit “A”, it will insert in the deed or other instruments of sale or conveyance, as a real covenant running with and binding the land perpetually, a requirement that the grantee and all future assigns or successors in title or interest will accept and assume responsibility for its proportionate share of the cost of repairing and maintaining the property and will perform all of the above-referenced covenants and conditions. The Landowner further covenants and agrees that the deed or other instruments of sale or conveyance shall specifically contain all the covenants and conditions set forth above and that all grantees will sign such deed or other instruments of sale or conveyance accepting responsibility for the performance of such covenants and conditions.

IN TESTIMONY WHEREOF,      , has caused his/her name to be hereunto subscribed and the City of Danville has caused its name to be hereunto subscribed by its City Manager and its seal to be hereunto affixed and attested by its City Clerk, all as of the date first above written.

## LANDOWNER:

By:

Sign Name

Title:

STATE OF:

CITY/COUNTY OF:

The foregoing instrument was acknowledged before me this day of \_\_\_\_\_

by

## Notary Public and Registration Number

My commission expires:

CITY OF DANVILLE, VIRGINIA

By:

Kenneth Larking, City Manager

ATTEST: (SEAL)

Susan DeMasi, City Clerk

COMMONWEALTH OF VIRGINIA

CITY OF DANVILLE

The foregoing instrument was acknowledged before me this \_\_\_ day of , by Kenneth Larking, City Manager of the City of Danville, a municipal corporation of the Commonwealth of Virginia, on behalf of the Corporation.

Notary Public and Registration Number

My commission expires: