Tax Map #: Click here to enter text.

**STORMWATER MANAGEMENT BMP FACILITIES**

**AGREEMENT and EASEMENT**

 **THIS AGREEMENT**, made and entered into this Click here to enter text. day of Click here to enter text., by and betweenClick here to enter text., hereinafter called the “Landowner”, the Grantor for recordation purposes, and the City of Franklin, a municipal corporation, hereinafter called “City”, the grantee, for recordation purposes, in care of the Franklin Southampton Community Development, 207 West Second Avenue, Franklin, VA 23851.

**WITNESSETH**:

 **WHEREAS**, the Landowner is the owner of certain real property described in the City of Franklin Tax Map/Parcel Identification Number Click here to enter text., recorded in the Clerk's Office of the Circuit Court of Southampton County, Virginia, hereinafter called the “Property”.

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

 **WHEREAS**, the Site As-Built Plan known as “Click here to enter text.**”** Record Drawing dated Click here to enter text., hereinafter called the “Plan” from which one (1) exhibit is created and entitled as “Click here to enter text.”dated Click here to enter text. which shall be made part hereof and is attached hereto, as approved by the City, provides for the detention and maintenance of stormwater facilities within the confines of the property or recorded easements; and

 **WHEREAS**, the Franklin-Southampton Community Development office at 207 West Second Avenue, Franklin, Virginia 23851 serves at the Virginia Stormwater Management Program (VSMP) authority for the City of Franklin, to administer the BMP inspection program in accordance with the City of Franklin Stormwater Management Ordinance, Chapter 25.8.

 **WHEREAS**, the City and the Landowner, its successors and assigns, agree the health, safety, and welfare of the residents of the City of Franklin, Virginia, require the on-site stormwater management 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 and the attached exhibit 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 serving this facility including the public access have been constructed by the Landowner, its successors and assigns, in accordance with the plans and specifications identified in the Plan. The said Plan shall not be modified without written approval of the Director of the Franklin-Southampton Community Development, and the Attorney for the City of Franklin, as indicated in the Plan.

2. The Landowner, its successors and assigns, shall adequately maintain the stormwater management BMP facilities. This includes all pipes and channels built to convey stormwater to the facility, as well as all structures, improvements, and vegetation provided to control the quantity and quality of the stormwater. Adequate maintenance is herein defined as annual cleaning, mowing, debris removal and maintenance of water quality and/or quantity structures such that these facilities are performing in accordance with the approved design and function.

3. The Landowner, its successor and assigns, shall secure the services of qualified personnel to inspect the Stormwater Management/BMP facility and submit an Inspection Report annually using the latest Inspection Report from the Franklin Southampton Community Development, Franklin, Virginia. The purpose of the inspection is to assure safe and proper functioning of the facilities. The inspections shall include the entire stormwater BMP facility and outlet structure wherein the associated inspection fees shall be paid by the current Landowner. All deficiencies shall be noted in the Inspection Report. The Franklin Southampton Community Development shall maintain public records of the results of site inspections and any actions resulting from the inspections.

 4. The Landowner, its successors and assigns, hereby grant permission to the Franklin Southampton Community Development, its authorized agents and employees, to enter upon the Property described on the Plan through public access, upon reasonable notice to the Landowner, its successors and assigns by first class mail addressed to Click here to enter text. or to the current owner listed in the tax records at the time of inspection, to inspect the Stormwater Management BMP facilities whenever the City deems necessary. The purpose of inspection is to follow-up on reported deficiencies and/or to respond to citizen complaints. The Franklin Southampton Community Development shall provide the Landowner, its successors and assigns, copies of the inspection findings and a directive to develop a plan for repairs and to commence with the repairs if necessary. All necessary repairs are to be completed within 90 days of said directive.

 5. In the event the Landowner, its successors and assigns, fails to maintain the Stormwater Management BMP facilities in good working condition acceptable to the City and/or fails to make necessary repairs within the appropriate time, the City, upon reasonable notice to the Landowner by certified mail at the address of the Landowner at Click here to enter text. or to the current owner listed on the City of Franklin tax records at the time of inspection, may enter upon the Property described in the Plan to correct deficiencies and/or make repairs identified in the Inspection Report and to charge direct and indirect costs to correct deficiencies and/or make 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 easement for 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.

 6. In the event the City is required to perform any work, expends any money, or provides any materials as required by and authorized in Section 5, the City shall charge all costs to the Landowner and notify the Landowner of the total cost. The Landowner agrees to reimburse the City Treasurer, for the costs to correct deficiencies and/or make repairs identified in the Inspection Report within sixty (60) days after receipt of the notification by first class mail at the address of the Landowner atClick here to enter text. , or to the current owner listed in the tax records at the time of inspection, of the amount due the City. In the event the Landowner fails to remit to the City one hundred percent (100%) of the amount due the City within sixty (60) days, the City shall certify the unpaid costs to the City Treasurer, which amount shall be listed as a nuisance lien attached to the property to be collected by the City Treasurer, encumbering the land on which the work was done.

7. The City is not liable for design, construction, and implementation of the Stormwater Facility(s). The Landowner agrees to indemnify and hold harmless the City and authorized contractor from any claims, and demands of any kind and nature whatsoever, including reasonable attorney fees arising out of the construction, use, and implementation of the plan, negligent maintenance, or for any person claiming injury as a result of entering on the land for any reason whatsoever.

8. The Agreement and BMP Exhibit shall be recorded in the Clerk's Office of the Circuit Court

of Southampton County, Virginia and shall be a covenant running with the land and shall be binding

upon any person or entity, their administrators, successors, and assigns that now has or assumes

responsibility imposed by this Agreement.

**EASEMENT FOR STORMWATER MANAGEMENT/BMP**

**(pursuant to paragraphs 5. and 6. of this agreement)**

 City is hereby granted a perpetual easement running with the land on and over grantor's property as shown on the Plan for ingress and egress on any and all roads, drives and parking lots.

City is hereby granted a variable width stormwater management perpetual easement running with the land surrounding the matching perimeter, as shown on the attached as-built and storm plat for the purpose of maintaining, repairing and/or restoring the facilities to good working condition acceptable to the City.

**WITNESS** the following signatures and seals:

Individual/Corporation/Partnership Name: Click here to enter text.

 By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Signature)

 Name/Title: Click here to enter text.

Commonwealth of Virginia

City/County of , to-wit

I,                                                         , a Notary Public for the Commonwealth of Virginia at large, whose commission expires on the                day of                          , 20       , do hereby certify that

                                                      whose name is signed to the foregoing instrument bearing date of the                day of                     , 20      , has acknowledged the same before me in the jurisdiction aforesaid.

Given under my hand and seal this           day of                     , 20        .

Notary Public

 Notary Registration Number

Accepted on behalf of the CITY OF FRANKLIN

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Amanda Jarratt, City Manager

Commonwealth of Virginia

City of Franklin, to-wit:

The foregoing Agreement was acknowledged before me this                    day of                        , 20       , by                                                 , as City Manager, on behalf of the City of Franklin, Virginia.

My Commission expires on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

 Notary Public

 Notary Registration Number

Approved as to Form:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 City Attorney