

**AGREEMENT FOR MAINTENANCE OF A
STORMWATER MANAGEMENT POND**
[Property description of parcel that pond is located on]
[Name of Pond (if applicable)]

THIS AGREEMENT FOR MAINTENANCE OF A STORMWATER MANAGEMENT POND (the “**Agreement**”), made this ____ day of _____, 20____, by and between _____, a _____, (the “**Owner**”); _____, a Virginia nonstock corporation/an association formed pursuant to the Virginia Property Owners Association Act (the “**Association**”); and the **BOARD OF SUPERVISORS OF LOUDOUN COUNTY, VIRGINIA**, a body corporate and politic (the “**County**”);

WHEREAS, the Owner and Association, in accordance with Loudoun County Stormwater Management Ordinance, Chapter 1096 of the Codified Ordinances of Loudoun County (the “**Ordinance**”), have requested the County to assume certain maintenance responsibilities for stormwater infrastructure associated with a wet pond[, known as *{name or other identifier for pond}*] (the “**Pond**”), located in the _____ Election District, Loudoun County, Virginia, upon a parcel more particularly described as Lot ____, Parcel ____, Section, ____, Phase ____, (Subdivision Name) (PIN # XXX-XX-XXXX) (the “**Pond Parcel**”), said Pond lying within the [blanket] storm drainage and stormwater management easement(s) (the “**SWM Easement**”) conveyed to the County by deed [and plat] recorded among the land records of Loudoun County, Virginia (the “**Land Records**”), [in Deed Book _____, at Page _____][as Instrument Number _____] and [Plat Cab ____, Slot ____, Pages _____, respectively] [Instrument Number _____, respectively]. The Pond Parcel was [created and acquired by the Association pursuant to the foregoing recorded deed and plat][created and acquired by the Association pursuant to the deed and plat recorded among the Land Records as Instrument Number _____ and as Instrument Number _____, respectively] [acquired by the [Owner][Association] pursuant to the deed recorded among the Land Records as Instrument Number _____]. The location of said Pond and SWM Easement is shown on **Exhibit A**, attached hereto and made part hereof.

WHEREAS, the County has determined that maintenance of certain features of the Pond is essential to the effective operation of the County’s stormwater management program;

NOW, THEREFORE, in consideration of the premises and the request of the Owner and Association that the County maintain certain devices and capabilities of the Pond in accordance with the Ordinance, the parties hereto agree as follows:

1. The County will periodically inspect the Pond to determine the type, necessity, and frequency of maintenance and/or repairs to the control structure, inlets, and associated containment berm in accordance with County-approved design standards or other generally accepted engineering practices. The necessity, nature, frequency, manner, and extent of work to be performed hereunder shall be at the sole discretion of the County. Owner and Association hereby grant to the County and its designated employees and agents, a license to go upon the containment berm and adjacent property as reasonably necessary to perform the County’s duties hereunder. Such license shall be irrevocable while this Agreement remains in force.

OR

{if the pond features a dam embankment over which a public road has been constructed}

1. This Pond features a dam embankment over which a segment of a public road, named *{name of road}* (Route XXX), has been constructed. The County will periodically inspect the Pond to determine the type, necessity, and frequency of maintenance and/or repairs to the control structure, inlets, and associated containment berm in accordance with County-approved design standards or other generally accepted engineering practices. The necessity, nature, frequency, manner, and extent of work to be performed hereunder shall be at the sole discretion of the County. Owner and Association hereby grant to the County and its designated employees and agents, a license to go upon the containment berm and adjacent property as reasonably necessary to perform the County's duties hereunder. Such license shall be irrevocable while this Agreement remains in force. The Association shall remain responsible to perform all of its obligations under that certain Agreement for Maintenance of a Dam Within the Public Right-of-Way, dated _____, 20____, to the extent that such obligations are not separately undertaken by the County pursuant to this Agreement.

OR

{if the pond features a state regulated dam}

1. This Pond features a state regulated dam. The Owner and Association shall be responsible for compliance with all requirements set forth in the Code of Virginia, including those provisions contained in Title 10.1, Chapter 6, Flood Protection and Dam Safety as related to the Pond referenced in this Agreement. The County shall not have or be deemed to have any responsibility for dam inspection or maintenance of the dam or any of the dam components associated with the Pond. However, the County will periodically inspect the Pond to determine the type, necessity, and frequency of maintenance and/or repairs to the pond inlets in accordance with County-approved design standards or other generally accepted engineering practices. The necessity, nature, frequency, manner, and extent of work to be performed hereunder shall be at the sole discretion of the County. Owner and Association hereby grant to the County and its designated employees and agents, a license to go upon the dam, the dam embankment, and adjacent property as reasonably necessary to perform the County's duties hereunder. Such license shall be irrevocable while this Agreement remains in force.

AND

{all 4 conditions}

2. The County will periodically inspect the Pond to determine its capacity to meet designed storage requirements and will remove accumulated sediments from the Pond when the County determines, in its sole discretion, that a reduction in capacity is substantially degrading the Pond's effectiveness to manage stormwater runoff.

3. The County will perform all the work identified under paragraphs 1 and 2 of this Agreement for which the County has assumed responsibility at no cost to the Owner or Association. Except in the case of emergency the County will provide advance notice to the Owner and Association of any proposed major structural work expected to last longer than seven days and will conduct all work in accordance with the terms of the easement for the Pond.

4. The County shall be responsible only for the items of maintenance and repair specifically assumed by the County hereunder, and the County shall have no responsibility to perform any other maintenance or repair work on the Pond and surrounding areas, including, without limitation, any work necessary to preserve the aesthetic or recreational character of the Pond. Specifically, the County shall not have, nor be deemed to have, any responsibility for cleaning of the Pond other than as necessary under paragraphs 1 and 2 above; nor for maintenance of adjacent grounds other than as necessary to maintain the Pond's effectiveness to manage stormwater runoff; nor for maintenance or replacement of any fencing where the Pond is fenced; nor for posting of any signage indicating the identity of the entity or entities which maintain the facility; nor for the replacement of the Pond.

5. The Owner and/or Association, at no cost to the County, may at their option, or shall if legally required per local, state, or federal law, perform all other maintenance and repair work on the Pond and surrounding areas necessary to preserve the aesthetic or recreational character of the Pond, such as, without limitation, mowing and weeding, removal of litter and other debris, algae control, care and maintenance of trees and other vegetation, and maintenance and repair of all facilities and infrastructure not maintained by the County pursuant to this Agreement, or necessary to avoid the Pond becoming a threat to public health safety or a nuisance as defined in the Codified Ordinances of Loudoun County, provided that such maintenance and repair work shall not alter, disturb, make any changes to the elevation or contours of the land within the easement, nor diminish the capability of the Pond, as determined in the sole discretion of the County, to effectively manage stormwater runoff.

The undersigned warrant that this Agreement is made and executed pursuant to authority properly granted by the respective [partnership agreement (use with GPs, LPs)] [charter, bylaws and action of the Board of Directors (use with Corps.)] [articles of organization, operating agreement or majority vote of the members (use with LLCs)] of the Owner and the other parties hereto.

IN WITNESS WHEREOF, the Owner, Association and County have caused this Agreement to be executed, under seal.

[SIGNATURES BEGIN ON FOLLOWING PAGE]

FURTHER WITNESS the following signatures and seals.

OWNER:

BY: _____(SEAL)
Name:
Title:

_____ ASSOCIATION, a Virginia nonstock corporation/an association formed pursuant to the Virginia Property Owners Association Act

By: THE BOARD OF DIRECTORS

By: _____(SEAL)
Name: _____
Title: _____

COMMONWEALTH OF VIRGINIA
COUNTY OF _____, to wit:

I, the undersigned Notary Public, in and for the jurisdiction aforesaid, do hereby certify that _____ as _____ of _____, whose name is signed to the foregoing Agreement, appeared before me and personally acknowledged the same in my jurisdiction aforesaid.

GIVEN under my hand and seal this ___ day of _____, 20__.

My commission expires: _____
Notary Public

Registration Number:

COMMONWEALTH OF VIRGINIA
COUNTY OF _____, to wit:

I, the undersigned Notary Public, in and for the jurisdiction aforesaid, do hereby certify that _____ as _____ of _____ ASSOCIATION, whose name is signed to the foregoing Agreement, appeared before me and personally acknowledged the same in my jurisdiction aforesaid.

GIVEN under my hand and seal this ___ day of _____, 20__.

My commission expires: _____
Notary Public

Registration Number:

By Resolution adopted June 5, 2007, the Board of Supervisors of Loudoun County, Virginia, authorized the Director of the Department of General Services, to enter into, accept, and execute Stormwater Maintenance Agreements for wet pond and Deeds granting storm drainage easements to the County pursuant to the Stormwater Management Ordinance, Chapter 1096 of the Codified Ordinances.

APPROVED AS TO LEGAL FORM

BOARD OF SUPERVISORS OF LOUDOUN COUNTY, VIRGINIA

Assistant County Attorney

By: _____(SEAL)
Name: _____
Title: _____

COMMONWEALTH OF VIRGINIA
COUNTY OF LOUDOUN, to wit:

I, the undersigned Notary Public, in and for the jurisdiction aforesaid, do hereby certify that _____ as the Director of General Services on behalf of the BOARD OF SUPERVISORS OF LOUDOUN COUNTY, VIRGINIA, whose name is signed to the foregoing Agreement, appeared before me and personally acknowledged the same in my jurisdiction aforesaid.

GIVEN under my hand and seal this ___ day of _____, 20__.

My commission expires:

Notary Public

Registration Number:
