

060005503

Tax Map No. 220C-8-3

This Agreement prepared by:  
G. Carl Boggess  
County Attorney for Bedford County  
VSB No. 19810  
122 East Main Street, Suite 201  
Bedford, Virginia 24523

**Stormwater Management Facility Maintenance Agreement**  
**LD Permit #: 060063-Site Plan LD#060300**

THIS MAINTENANCE AGREEMENT is made as of the 11 day of April,  
2006 by Donald & Deborah Ralph,  
referred to as the "Owner" and the COUNTY OF BEDFORD, VIRGINIA, referred to as  
the "County". MAGISTERIAL DISTRICT - LAKES

**RECITALS**

WHEREAS, Donald & Deborah Ralph is  
the Owner of that certain parcel of land described as Tax Map No. 220C-8-3 and  
being of record at the Bedford County Circuit Court Clerk's Office in Deed Book \_\_\_\_\_  
at Page \_\_\_\_\_ or Deed Instrument No. 050016948 referred to as the "Property";  
and

WHEREAS an Erosion and Sediment Control Plan File No. 060062 has been  
approved or submitted for approval by the County, referred to as the "Plan"; and

WHEREAS, said Plan provided for a stormwater management facility and other  
drainage conveyance channels or permanent erosion and sediment control measures and  
improvements within the confines of the property, referred to as the "Facilities"; and

WHEREAS, the County required that the Facilities as shown on the Plan be  
constructed and adequately maintained by the Owner;

NOW THEREFORE, in consideration of mutual benefits and other good and  
valuable consideration, the receipt and sufficiency of which are hereby acknowledged,  
the parties agree as follows:

**AGREEMENT**

1. The Owner shall provide maintenance for the Facilities as shown on the Plan  
to ensure that the Facilities are and remain in proper working condition in  
accordance with County approved design standards and applicable legal  
requirements, including without limitation the County's Erosion and Sediment  
Control Ordinance as amended from time to time and the Virginia Stormwater  
Management Handbook. Maintenance shall include repair, reconstruction or  
replacement of the Facilities as necessary to meet the standards in this  
agreement.

2. The maintenance of detention/retention ponds and stormwater management facilities to control stormwater runoff shall include but not be limited to:
  - A. planting and maintaining a vegetative cover on the internal and external slopes surrounding the pond
  - B. maintaining all outflow devices in proper working condition and repairing and replacing them when necessary
  - C. removing silt and other debris so as to maintain the elevation of the bottom of the Facility as shown on the approved plans and prescribed in the capacity calculations, and
  - D. maintaining the integrity of all Facility slopes as shown on the plans
3. The Owner shall cause inspections on the Facilities to be conducted as follows:
  - A. the Owner agrees to cause inspections of the Facilities to be conducted by a professional engineer, registered in Virginia and approved by the County. The engineer shall be retained by the Owner at the Owner's expense. Inspections shall take place during the last sixty (60) days of the first year of operation of the Facilities and at least once every three (3) years thereafter.
  - B. An inspection report shall be submitted in writing to the County within thirty (30) days after each inspection and shall include the following:
    - i. The date of inspection;
    - ii. The name of the inspector;
    - iii. The condition of vegetation, fences, spillways (principal and emergency), embankments, reservoir areas, inlet and outlet channels, underground drainage structures, sediment loads, gates and valves and any other item that could affect the proper functioning of the Facilities; and
    - iv. The description of all maintenance that the Engineer deems necessary in order to ensure that the Facilities continue to function in accordance with its design and the Approved Plans.
  - C. The Owner agrees to perform promptly all needed maintenance reported by the inspector.
4. The Owner, hereby grants, bargains and conveys to the County or it's agent an easement over the Property for access from public rights-of-way to the Facilities for the purpose of inspecting, operating, installing, constructing, reconstructing, maintaining, repairing or replacing Facilities as necessary to ensure their proper working condition as provided in paragraphs 1 and 2 above.
5. In the event the owner fails to correct any defects to maintain the proper working condition of the Facilities within fourteen (14) days after written notice of such defects to the owner, the County may enter upon the Property and take whatever steps it deems necessary to so maintain the Facilities. It is expressly understood and agreed that the County is under no obligation to maintain or repair the Facilities and in no event shall this Agreement be construed to impose any such obligation on the County.

6. It is further covenanted by the Owner that it will not at any time dedicate the Facilities to the public, to public use or to Bedford County nor will it subdivide the above Property without the Deed of Conveyance reciting that a proportionate share of the above-described covenant of maintenance and cost associated with other of the obligations and duties contained herein runs with each subdivided part of the original tract of land. The Owner also covenants that any Deed of Conveyance of any such subdivided part shall require that the Grantee become a member of any Property Owner's Association that is created.
7. In an event of emergency involving the Facilities, as determined by the Bedford County Natural Resources Administrator, the County or its agent may enter immediately upon the Property and take whatever reasonable steps it deems necessary to meet the emergency. The County shall notify the Owner of such emergency and entry as soon as possible but no event later than twenty-four (24) hours after such entry. Alternatively, the County may notify the Owner by phone to take whatever reasonable action is necessary within a specified period of time. Should the Owner fail to respond, or should the Owner inform the County that it intends not to respond within the specified period of time, the County or its agent may enter immediately upon the land and take whatever reasonable steps it deems necessary to meet the emergency.
8. The County shall not pay any compensation at any time for its use of the Property in any way necessary for the inspection and maintenance of the Facilities, including access to the Facilities.
9. In the event the County, pursuant to this Agreement, performs work or expends any funds reasonably necessary for the maintenance or construction of the Facilities, including labor, equipment, supplies and materials, the Owner shall reimburse the County within ten (10) days after the County gives the Owner written notice of such expenditures.
10. Any amounts owed to the County and not paid within ten (10) days of the date of notification shall be the joint and several obligations of the Owner of record of the Property or any portion thereof served by the Facilities, on the date the liability arose and all of the successors in interest of such Owner. The full amounts owed shall be liens on the Property and on each and every portion of the Property. Liens shall be recorded by the County in the Lien Book, in the Clerk's office of the Circuit Court of Bedford County or, if this is not possible for any reason, in a Lien book maintained by and in the office of the Bedford County Natural Resources Administrator.
11. The Owner, its executors, administrator, assigns and any other successors in interest, shall indemnify and hold harmless the County, its agents and employees for any and all damages, accidents, casualties, occurrences or claims which might arise or be asserted against the County arising out of or resulting from the construction, presence, existence, maintenance or use of the Facilities by the Owner or the County.
12. In the event a claim is asserted against the County, its agents or employees, the County shall promptly notify the owner and Owner shall defend at its own



WITNESS the following signatures of the duly authorized representatives of the parties to this Agreement:

OWNER: By: Donald E. Ralph  
 Owner signature

Donald Ralph                      Deborah Ralph  
 Print name

Owner                                      Owner  
 Print title

County of Franklin  
~~BEDFORD COUNTY, VIRGINIA:~~

Notary Public

By: Tamra J. Alf                      Tamra J. Alf

The foregoing instrument was acknowledged before me this 11th day of April, 2006, by Donald E. Ralph.

My Comm. Exp. 02-28-2009

