



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

**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 stormwater within the confines of the Property and;

**WHEREAS**, Erosion and Sediment Control Plan/Plan of Development/Site Plan/Subdivision Plan identifies the type of structural best management practices facility or facilities as:

- 1) \_\_\_\_\_
- 2) \_\_\_\_\_ 4) \_\_\_\_\_
- 3) \_\_\_\_\_ 5) \_\_\_\_\_ as

defined by the Virginia Stormwater Management Handbook and;

**WHEREAS**, Erosion and Sediment Control Plan/Plan of Development/Site Plan/Subdivision Plan identifies the geographic location (HUC), hydrologic unit code of each facility as:

- 1) \_\_\_\_\_ (HUC as established in 4 VAC 50-60-10) \_\_\_\_\_ (USGS HUC)
- 2) \_\_\_\_\_ (HUC as established in 4 VAC 50-60-10) \_\_\_\_\_ (USGS HUC)
- 3) \_\_\_\_\_ (HUC as established in 4 VAC 50-60-10) \_\_\_\_\_ (USGS HUC)
- 4) \_\_\_\_\_ (HUC as established in 4 VAC 50-60-10) \_\_\_\_\_ (USGS HUC)
- 5) \_\_\_\_\_ (HUC as established in 4 VAC 50-60-10) \_\_\_\_\_ (USGS HUC)

**WHEREAS**, Erosion and Sediment Control Plan/Plan of Development/Site Plan/Subdivision Plan identifies the impaired surface water that the best management practices facility is discharging into as:

- 1) \_\_\_\_\_
- 2) \_\_\_\_\_
- 3) \_\_\_\_\_
- 4) \_\_\_\_\_
- 5) \_\_\_\_\_

**WHEREAS**, Erosion and Sediment Control Plan/Plan of Development/Site Plan/Subdivision Plan identifies the number of acres treated by each facility as:

- 1) \_\_\_\_\_ 2) \_\_\_\_\_
- 3) \_\_\_\_\_ 4) \_\_\_\_\_
- 5) \_\_\_\_\_ and;

**WHEREAS**, Landowner acknowledges that the City Zoning Ordinance requires that on-site Best Management Practices, facilities, (the "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 grant 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 submit inspection reports and perform maintenance in accordance with the maintenance schedule for the Facilities including sediment removal as outlined on the approved plans and the following specific requirements:
  - a. Maintenance of the aforementioned facility or facilities shall conform to the maintenance requirements contained in Chapter 6 of the Northern Virginia BMP Handbook, published by the Northern Virginia Planning District Commission and Virginia Stormwater Management Handbook, First Edition, published by the Virginia Department of Conservation and Recreation Division of Soil and Water Conservation.
  - b. Inspection of Facilities shall be performed every **12** months by a qualified professional licensed to perform said work in the State of Virginia; an inspection report shall be submitted to the City Zoning Administrator.
5. 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.
6. 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.
7. Landowner hereby grants permission to the City, its authorized agents and employees, and the Northern Virginia Planning District Commission, its authorized agents, employees and consultants, 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.
8. 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)