FOREST / OPEN SPACE MAINTENANCE AGREEMENT

THIS AGREEMENT is made this _____ day of _______________ 20____, by and between ______________________________________ (the Owner), and the Virginia Department of Environmental Quality (the Department).

WITNESSETH:

WHEREAS, the Owner is the owner of certain real property in ___________ County, Virginia, Tax Map Parcel Number(s) __________, as recorded by deed in the land records of __________ County, Virginia at Deed Book _____, Page _____ (the Property);

WHEREAS, the Department currently is the Virginia Stormwater Management Program (VSMP) Authority for ___________ County;

WHEREAS, the Property is being developed into a project known and designated as ________________________________, as shown and described on the stormwater management plan for the Property dated ___________________, 20____, and revised through ________________, 20____ (the Plan), a copy of which is retained by the Department and incorporated herein by reference;

WHEREAS, the Plan includes one or more conserved forest or open space areas (the Area) to control postdevelopment nonpoint source pollution from the Property; and

WHEREAS, to comply with § 62.1-44.15:28 of the Code of Virginia and the attendant regulations pertaining to this project, the Owner agrees to maintain the Area in accordance with the Maintenance Plan dated ___________________, 20____, and revised through ___________________, 20____ (the Maintenance Plan), a copy of which is attached hereto as Exhibit A.
NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants contained herein, the receipt and sufficiency of which are acknowledged hereby, and in accordance with the following terms and conditions, the parties agree as follows:

1. The Department and its agents may enter the Property to perform periodic inspections to ensure the proper maintenance of the Area. These inspections will be conducted at reasonable times. Whenever possible, the Department will notify the Owner prior to entering the Property. If the Department finds that corrective actions must be undertaken to return the Area to its original state, as shown and described in the Plan, the Owner shall complete any such corrective actions within thirty (30) calendar days of the inspection or a longer period as approved by the Department.

2. The Owner, at the Owner’s sole expense, shall maintain the Area in perpetuity and in a manner which will enable the Area to remain in compliance with the Virginia Stormwater Management Program Regulations and the Area’s original state, as shown and described in the Plan and Maintenance Plan.

3. The Owner shall provide a right of ingress and egress for the Department and its agents to perform the periodic inspections referenced above.

4. The Owner shall save, hold harmless, and indemnify the Department and its agents against all liability, claims, demands, costs and expenses arising from, or out of, the Owner’s failure to comply with the terms and conditions set forth herein, or arising from acts of the Owner related to the maintenance of the Area.

5. This Agreement shall constitute a covenant running with the land and shall inure to the benefit of and shall be binding upon the parties hereto, their respective heirs, successors and assigns, including, without limitation, any subsequent VSMP Authority for ____________ County and all subsequent owners of the Property, as well as any property owner’s association or similar
organization responsible for maintenance of the Area. This Agreement shall be described in full or incorporated by reference into each deed of conveyance out of the Property. The Owner shall notify the Department in writing within 30 days of conveying any interest in the Property affecting the ownership or responsibility for maintenance of the Area.

6. Upon execution of this Agreement, it shall be immediately recorded in the Clerk’s Office of the Circuit Court of ________________ County, Virginia, at the Owner’s sole expense. A copy of the recorded agreement shall be provided to the Department within 30 days of recordation. The Owner also stipulates, by this Agreement, that final plats for any land on which the Area and/or a portion of the Area is situated will include a reference to this Agreement and to its location in the land records of ________________ County, Virginia.

IN WITNESS WHEREOF, the Owner and the Department have caused this Agreement to be signed in their names by their duly authorized representatives as of the date first set forth above.

[Signatures appear on the following pages]
FOREST / OPEN SPACE MAINTENANCE AGREEMENT
Owner Signature Page

_________________________, Owner

By: __________________________

Name: _________________________

Title: __________________________

Date: __________________________

COMMONWEALTH OF VIRGINIA
COUNTY OF _________________, to-wit:

The foregoing instrument was acknowledged before me this ____ day of
_______________, 20____, by ______________________ in [his/her] capacity as ____________________ for
______________________________, the Owner.

________________________________ [SEAL]
Notary Public

My Commission Expires: _________________________

Notary Registration Number: ______________________
FOREST / OPEN SPACE MAINTENANCE AGREEMENT
Virginia Department of Environmental Quality Signature Page

Virginia Department of Environmental Quality

By: ____________________________

Name: __________________________

Title: __________________________

Date: __________________________

COMMONWEALTH OF VIRGINIA
COUNTY OF ________________, to-wit:

The foregoing instrument was acknowledged before me this _____ day of ________________, 20____, by ______________________ in [his/her] capacity as ______________________ for the Virginia Department of Environmental Quality.

______________________________ [SEAL]
Notary Public

My Commission Expires: ______________________

Notary Registration Number: ______________________