

Ref.: City Real Estate Parcel Id. No(s): _____
Prepared by: _____
Return to: Charlottesville Dept. Neighborhood Development Services
P.O. Box 911, Charlottesville, VA 22902

**DEED OF RESTRICTIVE COVENANTS,
EASEMENTS AND MAINTENANCE AGREEMENT FOR
STORMWATER MANAGEMENT/BMP FACILITIES**

THIS DEED, made and entered into this _____ day of _____,
20____, by and between _____,
GRANTOR, for the benefit of the Property and Development herein described and for the
benefit of the Virginia Stormwater Management Program administered by the CITY OF
CHARLOTTESVILLE, VIRGINIA, (hereinafter, "City"), whose address is P.O. Box
911, Charlottesville, Virginia, 22902.

WITNESSETH:

WHEREAS, GRANTOR is the fee simple owner of approximately _____
acres of land identified within City of Charlottesville Real Estate Tax Records by Real
Estate Parcel Identification Number(s) _____, the GRANTOR having
acquired such land by a deed recorded in the land records of the City of
Charlottesville, Virginia, as Instrument Number _____,
(hereinafter called the "Property"); and

WHEREAS, the GRANTOR seeks to obtain approval of and to pursue
development of the Property in accordance with a common plan of development or sale
("Development") and stormwater management must be provided within the Property for
the Development in accordance with the Commonwealth of Virginia's Stormwater
Management Act and related regulations, administered by the City through its local
Virginia Stormwater Management Program; and

WHEREAS, the Stormwater Management (SWM) Plan for the Development,
dated _____, 20____, as such may be amended from time to time
hereafter, and all of the contents and requirements of such SWM Plan, as amended, are
incorporated by reference and expressly made a part hereof, as if set forth herein
verbatim (such plan, and all subsequent amendments, are hereinafter referred to,
collectively, as the "**SWM Plan**") and a copy of the SWM Plan is a public record
maintained by the City of Charlottesville and its Virginia Stormwater Management
Program Administrator; and

WHEREAS, the GRANTOR is required by state law and local ordinances to
install or provide certain stormwater management facilities/ best management practices
facilities (collectively, hereinafter, the "SWM/BMP") which must be constructed and

maintained on the Property by the GRANTOR, its heirs, successors and assigns, being of such type(s), and in such location(s), shown within the SWM Plan; and

WHEREAS, the parties hereto agree that the health, safety, and welfare of the residents of the City, and the laws of the Commonwealth of Virginia, require that the SWM/BMP must be constructed and maintained on the Property by the GRANTOR, its administrators, executors, heirs, successors in interest and assigns; and

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants contained herein, the GRANTORS and the GRANTOR hereby covenant as follows:

1. GRANTOR covenants that all SWM/BMP specified within the SWM Plan shall be constructed and maintained in accordance with the plans, specifications and requirements identified in the SWM Plan, including, without limitation the SWM/BMP identified on a plat dated _____, 20_____, prepared by _____ [attached and incorporated herein by reference as Exhibit A] or [previously recorded in the City's land records as Instrument No. _____] (herein referred to as the "Plat"), identifying the locations of certain SWM/BMP on the Property, labeled as "SWM/BMP Private Maintenance Easement". Additional SWM/BMP are or may be required within the Property, as set forth more particularly within the SWM Plan.

2. The primary means of ingress and egress to and from said SWM/BMP shall be within certain access easements depicted on the Plat. GRANTOR does hereby establish, grant and convey for the benefit of the Property and the Development, the areas shown on the Plat and identified as "SWM/BMP Access Easement", said access easement(s) to be held and used by GRANTOR, its administrators, executors, assigns, heirs, successors in interest and assigns, for accessing the SWM/BMP to perform inspections and maintenance required or contemplated by these covenants.

3. GRANTOR covenants that the Property shall be subject to a private drainage easement allowing the passage of stormwater across the Property to and from all SWM/BMP, and within each SWM/BMP, including, without limitation, each area labeled on the Plat as a "Private Drainage Easement". This drainage easement is for the benefit of the entire Development, to facilitate compliance of the Development with the Commonwealth's and City's stormwater management program requirements.

4. GRANTOR covenants that the SWM/BMP shall be maintained in good working order at all times by the person(s) or entity(ies) who own the Property, or any portion thereof, all of whom shall be jointly liable for the costs of such maintenance, either directly or through adequate funding of a property owners' or homeowners' association. This maintenance obligation includes all pipes and channels built to convey stormwater to the SWM/BMP, as well as all structures, improvements, and vegetation provided on or within the Property to control the quantity and quality of stormwater. For the purposes of this agreement, "good working order" refers to a condition in which each SWM/BMP is performing its design functions. If a maintenance schedule for any

SWM/BMP is referenced within the SWM Plan, the maintenance shall be performed in accordance with that schedule; otherwise, maintenance shall be provided in accordance with any specifications or schedules set forth within laws or regulations of the Commonwealth of Virginia.

5. GRANTOR covenants that all of the SWM/BMP located within the areas identified on the Plat as “_____SWM/BMP Maintenance Easement” shall be inspected annually, and a written report of the results of the annual inspection(s) shall be submitted to the City, using a form provided by the City. The annual inspection requirement is to assure that the SWM/BMP within these areas is/are in good working order. The inspection shall cover the SWM/BMP in its/their entirety, including, without limitation: berms, outlet structures, pipes or other conveyances, pond areas, access roads, etc. Deficiencies discovered during an annual inspection shall be noted in the inspection report. The person(s) or entity(ies) who own the Property shall be responsible for scheduling, and conducting the annual inspections, and for all cost(s) of completing the annual inspections, either directly or through adequate funding of a property owners’ or homeowners’ association.

6. GRANTOR hereby grants and conveys to the City of Charlottesville, its authorized agents and employees **(a)** a right of entry over and within the “SWM/BMP Access Easement” identified on the Plat, and **(b)** a right of entry over and upon other portions of the Property as necessary for the purpose of inspecting any SWM/BMP or performing corrective action (see paragraph 7, below) whenever the City deems inspection to be necessary in order to review suspected or reported deficiencies or malfunctions and to respond to citizen complaints. The City shall provide any person or entity across whose property the City will exercise this right of entry with advance notice of any such entry, except in the event of an emergency; provided, however, that notice of entry shall not be required to be given to any person or entity if the City’s entry is within the area(s) of the “SWM/BMP Access Easement” identified on the Plat. Upon request, the City shall provide any person or entity that owns land within the Property copies of public records reflecting its inspection findings.

7. GRANTOR hereby covenants that, in the event the SWM/BMP are not maintained in good working order, then after providing written notice to the owners of the lots within the Property (“landowners”) or a property owners’ association (POA)/homeowners’ association (HOA) established within the Property, the City may enter the Property, or any portion thereof, and take whatever steps it deems necessary to restore the SWM/BMP to good working order and may recover all of the costs of such corrective action and its expenditures therefor from the persons or entities that own the land within the Property. Notwithstanding the foregoing, the City shall not have any obligation to maintain or repair any SWM/BMP, routinely or otherwise, and in no event shall any provision(s) of this deed be construed to impose any such obligation on the City. In the event the City performs maintenance, repair or other work, of any nature, or expends any public funds or public resources in performance of said work (for labor, equipment, supplies, materials, etc.) the persons or entities that own the land within the Property, either directly or through adequate funding of a property owners’ or homeowners’

association, shall be liable to, and upon demand shall reimburse the City for all costs of and expenditures for such work. Payment shall be due to the City within thirty (30) days of receipt of presentation of a demand therefor. Upon request, the City shall provide any GRANTOR or POA/HOA copies of public records reflecting its costs or expenditures.

8. GRANTOR, on behalf of itself and its administrators, executors, heirs, successors in interest and assigns, including any property owners' or homeowners' association, covenants that the City shall be held harmless by them from and against all liability, of any nature whatsoever, arising out of or in connection with **(a)** the construction and maintenance of the SWM/BMP, or **(b)** the failure of such SWM/BMP to perform their design functions or other failure to operate properly.

9. This Deed shall be recorded among the land records of the City of Charlottesville, Virginia, and the obligations set forth herein shall constitute restrictive covenants running with the land, and shall be binding on the undersigned GRANTOR and its administrators, executors, heirs, successors in interest, and assigns, including, without limitation, any property owners' or homeowners' association.

WITNESS the following signatures and seals:

[the remaining portion of this page is intentionally left blank; signature pages follow]

GRANTOR:

By: _____

Signature: _____

Its (Title): _____

COMMONWEALTH OF VIRGINIA

CITY/COUNTY OF _____, to wit:

The foregoing Agreement was acknowledged before me, a notary public in and
for the aforesaid jurisdiction, this _____ day of _____,
20__ by _____, in his or her capacity as
_____ for _____

NOTARY PUBLIC

Registration #: _____

ACKNOWLEDGED:

City of Charlottesville Virginia Stormwater
Management Program Administrator'
Authorized Agent/ Designee

COMMONWEALTH OF VIRGINIA
CITY/COUNTY OF _____, to wit:

The foregoing Agreement was acknowledged before me, a notary public in and
for the aforesaid jurisdiction, this _____ day of _____, 20__ by
_____, the City of Charlottesville's Virginia Stormwater
Management Program Administrator's Authorized Agent/ Designee

NOTARY PUBLIC

Registration #: _____