

Stormwater Maintenance Agreement

This STORMWATER MAINTENANCE AGREEMENT is made this 29th day of June 2000, between Sarah's Cove, Inc. L.L.C. (the "Owner") and the County of Gloucester, Virginia (the "County").

WHEREAS, Sarah's Cove, Inc. ("Owner") has acquired the 39 lot subdivision identified as Tax Map 51 Parcel 321 & 328 - Sarah's Cove Subdivision located off Route 216 in the York District of Gloucester County; and

WHEREAS, a Subdivision Plan prepared by The Sisine Group Ltd., dated January 28, 1999 and revised July 14, 1999 and entitled "Site Development Plans for Sarah's Cove" with the supplement Sarah's Cove Wetland Plan prepared by Coastal Wetlands Nursery, Inc. and dated July 13, 1999 has been approved or submitted for approval by the County (the "Site Plan"); and

WHEREAS, said Site Plan provides for a wetlands bottom stormwater management pond and associated drainage ditches for the treatment and control of stormwater runoff (the "Facilities") and such Facilities are described as "Shallow marsh bottom pond BMP" adjacent to lots 23, 24, 30 & 31 and all drainage ditches shown on the said development plan and;

WHEREAS, the County requires that the Facilities as shown on the Site Plan be properly constructed and adequately maintained by the Owner.

NOW THEREFORE, in consideration of the foregoing premise, the mutual covenants contained herein and the following terms and conditions, the parties hereto agree as follows:

1. The Owner (or his/her successors) shall maintain the Facilities, in proportion to the number of lots owned in the subdivision, in such a manner as to assure good working order acceptable to the County.
2. The Owner hereby grants permission to the County, its authorized agents, and employees to enter upon the Property and to inspect the Facilities at reasonable times and in a reasonable manner. Whenever possible, the County shall notify the Owner prior to entering upon the Property.
3. In the event the Owner fails to maintain the Facilities in good working order acceptable to the County, the County may enter upon the Property to 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 obligations on the County.
4. In the event the County, pursuant to this agreement, performs work of any nature, or expends any funds in performance of said work for labor, use of equipment, supplies, materials and the like, the Owner or its successors shall reimburse the County, upon demand, within 30 days of receipt thereof for all costs incurred by the County hereunder.
5. This Stormwater Maintenance Agreement shall be recorded in the Gloucester County Circuit Court Clerk's Office and shall constitute a covenant running with the land.
6. The Owner, its executors, administrators, assigns and other successors of interest shall indemnify and hold the County and its agents and employees harmless for any and all damages, accidents, casualties, occurrences or claims which might arise or be asserted against the County from the construction of the Facilities. The Owner hereby agrees to indemnify and save the County harmless from any and all costs, liability, or expense arising from a malfunction of the Facilities or Owner's failure to repair same in accordance with the requirements hereof.
7. The Declaration of Restrictions of Sarah's Cove Subdivision dated June 29, 2000 are incorporated herein by reference and made a part hereof.

FEB-5 2000 PG 097

Stormwater Maintenance Agreement, Sarah's Cove, LLC (Sarah's Cove Subdivision)

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IN WITNESS WHEREOF, the Owner and the County have entered into this STORMWATER MAINTENANCE AGREEMENT as of this 29th day of June, 2000.

Sarah's Cove, LLC

By:

Robert D. Foster

Robert D. Foster (SEAL)
Manager

COMMONWEALTH OF VIRGINIA,
COUNTY OF GLOUCESTER to-wit:

I, a Notary Public, in and for the Commonwealth of Virginia, do hereby certify that Robert D. Foster, Manager whose name is signed to this foregoing stormwater maintenance agreement bearing the date of 29th day of June 2000, has acknowledged the same before me in the jurisdiction aforesaid.

Given under my hand this 29th day of June, 2000.

Delvina S. Walthall
NOTARY PUBLIC

My commission expires: July 31st, 2004

Approved as to form

County of Gloucester, Virginia

By:

Jacob P. Stroman, IV
Jacob P. Stroman, IV
County Attorney

By:

William H. Whitley
William H. Whitley
County Administrator

COMMONWEALTH OF VIRGINIA,
COUNTY OF GLOUCESTER, to-wit:

I, a Notary Public, in and for the Commonwealth of Virginia, do hereby certify that William H. Whitley, County Administrator and Jacob P. Stroman, IV, County Attorney, whose names are signed to this foregoing stormwater maintenance agreement bearing the date of 29th day of June 2000, have acknowledged the same before me in the jurisdiction aforesaid.

Given under my hand this 15th day of September, 2000

Tracy A. Whipple
NOTARY PUBLIC

My commission expires: 9-31-03