

**Prepared by:** Virginia Department of Environmental Quality  
1111 E. Main Street, Suite 1400  
Richmond, Virginia 23219  
(804) 698-4000

**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.

\_\_\_\_\_  
Notary Public [SEAL]

My Commission Expires: \_\_\_\_\_

Notary Registration Number: \_\_\_\_\_