

BK 1152 PG 02852

Prepared by and return to:
Franklin County Planning &
Community Development
Franklin County, Virginia
1255 Franklin Street, Suite 103
Rocky Mount, VA 24151
Phone: (540) 483-3027

Tax Map/Parcel Identification Number(s): 0460002601

FRANKLIN COUNTY, VIRGINIA

STORM WATER MANAGEMENT INFRASTRUCTURE
MAINTENANCE AGREEMENT

THIS AGREEMENT, is made and entered into this 5th day of November, by and between Red Barn Developers, LLC, hereinafter called the "Landowner," and Franklin County, Virginia, hereinafter called the "County."

WHEREAS, the Landowner is the owner of certain real property described as Franklin County Parcel Identification Number 0460002601, located at 105 Red Barn Lane, and as described in the deed in the land records of Franklin County, Virginia, Deed Book 1119, Page 413, hereinafter called the "Property"; and

WHEREAS, the Landowner is proceeding to build on and develop the Property pursuant to the Site Plan/Subdivision Plan known as Lakeside Farms at Smith Mountain Lake Subdivision, hereinafter called the "Plan", which is expressly made a part hereof, as approved or to be approved by the County, providing for the detention and conveyance of stormwater within the confines of the Property; and

WHEREAS, the County and the Landowner, its successors and assigns, including any homeowners' association, agree that the health, safety, and welfare of the residents of Franklin County, Virginia, require that on-site stormwater management/BMP facilities be constructed and maintained on the Property; and

WHEREAS, the County requires that the on-site stormwater management infrastructure as shown on the Plan be constructed and adequately maintained by the Landowner, its successors and assigns, including any homeowners association, as set forth herein, and in the stormwater infrastructure plat, description, and documents attached hereto as Exhibit A.

WITNESSETH:

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

1. The on-site stormwater management infrastructure for the Property shall be constructed by the Landowner, its successors and assigns, in accordance with the plans and specifications identified in the Plan and Exhibit A attached hereto.

2. The Landowner, its successors and assigns, including any homeowners' association, shall adequately maintain the stormwater management infrastructure. This obligation includes all pipes and channels built to convey stormwater, as well as all structures, improvements, and vegetation provided to control the stormwater. Adequate maintenance is herein defined as good working condition so that these facilities are performing their design functions. The Landowner, its successors and assigns, will perform the work necessary to keep these facilities in good working order as appropriate. In the event a maintenance schedule for the stormwater management infrastructure (including sediment removal) is outlined on the approved plans, the schedule will be followed.
3. The Landowner, its successors and assigns, agrees to cause inspections of the stormwater management infrastructure and submit an inspection report at least once every five (5) years to Franklin County by a professional engineer, registered in Virginia, or other individual certified by VA DEQ. The purpose of the inspection is to assure safe and proper functioning of the facilities. The inspection shall cover the entire facilities, berms, outlet structure, pond areas, access roads, etc. Deficiencies shall be noted in the inspection report.
4. The Landowner, its successors and assigns, hereby grant permission to the County, its authorized agents and employees, to enter upon the Property and to inspect the stormwater management infrastructure whenever the County deems necessary. The County shall provide the Landowner, its successors and assigns, copies of the inspection findings and a directive to commence with the repairs if necessary.
5. In the event the Landowner, its successors and assigns, fails to correct deficiencies identified in the inspection report to the stormwater management/BMP facilities to a condition acceptable to the County, the County may enter upon the Property and take whatever steps necessary to correct deficiencies identified in the inspection report and to charge the costs of such repairs to the Landowner, its successors and assigns. This provision shall not be construed to allow the County to erect any structure of permanent nature on the land of the Landowner outside of the easement for the stormwater management/BMP facilities. It is expressly understood and agreed that the County is under no obligation to routinely maintain or repair said facilities, and in no event shall this Agreement be construed to impose any such obligation on the County.
6. It is further covenanted by the Landowner that it will not at any time dedicate the Facilities to the public, to public use or to Franklin County nor will it subdivide the above Property without a Deed of Conveyance reciting that a proportionate share of the above-described covenant of maintenance and cost associated with other of the obligations and duties contained herein runs with each subdivided part of the original tract of land. The Landowner also covenants that any Deed of Conveyance of any such subdivided part shall require that the Grantee become a member of any homeowners' association that is created.
7. In an event of emergency involving the Facilities, as determined by the Franklin County Development Review Coordinator, the County or its agent may enter immediately upon the Property and take whatever reasonable steps it deems necessary to meet the emergency. The County shall notify the Landowner of such emergency and entry as soon as possible but in no event later than twenty-four (24) hours after such entry. Alternatively, the County may notify the Landowner by phone to take whatever reasonable action is necessary within a specified period of time. Should the Landowner fail to respond, or should the Landowner inform the County that it intends not to respond within the specified period of time, the County or its agent may enter immediately upon the land and take whatever reasonable steps it deems necessary to meet the emergency.
8. 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 Landowner, its successors and assigns, shall reimburse the County upon demand, within thirty (30) days of receipt thereof for all actual costs incurred by the County hereunder.

9. Any amounts owed to the County and not paid within thirty (30) days of the date of notification shall be the joint and several obligations of the Landowner of record of the Property or any portion thereof served by the Facilities, on the date the liability arose and all of the successors in interest of such Landowner. The full amounts owed shall be liens on the Property and on each and every portion of the Property. Liens shall be recorded by the County in the Lien Book, in the Clerk's office of the Circuit Court of Franklin County or, if this is not possible for any reason, in a Lien book maintained by and in the office of the Franklin County Development Review Coordinator

10. This Agreement imposes no liability of any kind whatsoever on the County and the Landowner agrees to hold the County harmless from any liability in the event the stormwater management infrastructure fails to operate properly.

11. In the event a claim is asserted against the County, its agents or employees, the County shall promptly notify the Landowner and Landowner shall defend at its own expense any suit based on such claim. If any judgment or claim against the County, its agents or employees shall be allowed, the Landowner shall pay all costs and expenses immediately.

12. The Landowner shall promptly notify the County when the Landowner transfers its interest in the Property or any portion thereof. The Landowner shall supply the County with a duly executed copy of any document of transfer.

13. Except for the telephone notice in paragraph 8 above, notices required by this Agreement shall be effective as delivered by the US Postal Service. Any notice to the County shall be given to the Franklin County Development Review Coordinator, 1255 Franklin Street, Rocky Mount, Virginia, 24151, and to the Landowner in the name and at the address given below:

To Landowner:

Name: Red Barn Developers, LLC

Address: 131 Plantation Ridge Drive, Mooresville, NC 28117

The Landowner agrees to notify the County immediately upon any change of legal status or of address.

14. This Agreement shall be recorded among the land records of Franklin County, Virginia, and shall constitute a covenant running with the land, and shall be binding on the Landowner, its administrators, executors, assigns, heirs and any other successors in interests, including any homeowners' association.

15. The laws of the Commonwealth of Virginia shall govern the construction of this Agreement and all claims and actions related to this Agreement shall be filed in the Franklin County General District Court or the Franklin County Circuit Court.

16. The Landowner shall submit, attached to this Agreement as Exhibit A, a description and plat of the stormwater infrastructure describing all and any type of installed practices and dedicated easements. The attachment shall be on standard letter (8.5x 11) sized paper. This Agreement and Exhibit A shall be recorded in the Franklin County Circuit Court Clerk's office.

17. Special requirements and additional information (if necessary):

As part of the development of Lakeside Farms at Smith Mountain Lake Subdivision, stormwater quality considerations have been addressed and are set forth below. Each lot in the Subdivision will have delineated areas varying in size which are set forth on the Final Plat of Lakeside Farms at Smith Mountain Subdivision which is recorded in the Franklin County Circuit Court Clerk's Office in Deed Book 1152, at Page 2843-51. These areas are required to be conserved as Forest/Open Space and if a homeowner wishes to alter the area in any way, a separate Stormwater Permit must be obtained from Franklin County and

additional stormwater measures may be required. No permits will be issued from Franklin County until the VA DEQ stormwater quality requirements have been met.

See below for Definitions and Requirements:

Definitions:

1. Impervious Area: Impervious areas include any built-upon areas including but not limited to gravel, paving, concrete, and roof tops.
2. Permeable Paving: Alternative paving systems that allow stormwater runoff to filter through voids in the paving into underlying stone reservoirs, where it is temporarily stored or infiltrated.
3. Cart Paths: Small paved access paths required to reach to the lake-front. Cart Paths shall be no wider than seven feet and shall be constructed to minimize clearing. Cart Paths may be constructed of gravel, concrete, or asphalt.
4. Trails: Small pedestrian paths which require minimal clearing or vegetation removal, shall be no wider than five feet, and shall be construction of pervious materials such as mulch or bark.

Requirements:

General Requirements

1. All construction by homeowners shall be in compliance with the Lakeside Farms at Smith Mountain Lake Subdivision Stormwater Plans as approved on 5/26/20.
2. All construction by homeowners shall be in accordance with the *Erosion and Sediment Control and Stormwater Management Manual for Franklin County, Virginia*, latest edition.
3. All construction by homeowners shall be in accordance with the *2013 Virginia Stormwater Management Handbook*, and, *2013 BMP Standards & Specifications*.
4. Each homesite is allowed a MAXIMUM of 6,000 square feet of Impervious Area. If the homeowner wishes to increase the amount of Impervious Area, a separate Stormwater Permit must be obtained from Franklin County and additional stormwater measures may be required.
5. Permeable paving may be used on driveways, patios and walks to reduce the amount of Impervious Area generated by home construction. Pervious paving must be installed and maintained in accordance with the *2013 Virginia Stormwater Management Handbook*, Specification 7.

Forest / Open Space Requirements

1. Each property has a delineated area that is required to be conserved as Forest / Open Space. These areas have been delineated on the Final Plat recorded at BK 1152 PG 2843. If the homeowner wishes to change the Forest / Open Space in any way, a separate Stormwater Permit must be obtained from Franklin County and additional stormwater measures may be required.
2. All areas delineated as Forest / Open space shall remain in a natural, undisturbed, and vegetated state.
3. The following is allowed within the delineated Forest / Open Space area:
 - a. Control of Invasive Species.
 - b. Replanting and revegetating.
 - c. Pass recreation such as Trails.
 - d. Bush hogging up to four times per year.

BK 1152 PG 02856

IN WITNESS OF ALL which the parties hereto have caused this Agreement to be executed on their behalf.

RED BARN DEVELOPERS, LLC

BY: JASON C. SHOTT, MANAGER

STATE/Commonwealth of Virginia:
COUNTY OF FRANKLIN, to wit:

The foregoing instrument was acknowledged before me this 5 day of November, 2020, by Jason C. Shott, Manager of Red Barn Developers, LLC.

My Commission expires: 2-29-2024

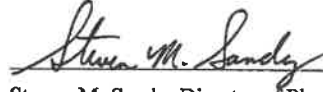
Jasmine McChemer
Notary Public



BK 1152 PO 02057

ACCEPTED:

FRANKLIN COUNTY, VIRGINIA, by




Steven M. Sandy, Director of Planning & Community
Development
County Subdivision Agent
County Zoning Administrator

COMMONWEALTH OF VIRGINIA:

COUNTY OF FRANKLIN, to wit:

The foregoing instrument was acknowledged before me this 10th day of
December, 2020, by Steven M. Sandy, Director of Planning & Community
Development, on behalf of Franklin County, Virginia.

My Commission expires: 10/31/2024


Notary Public



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APPROVED AS TO LEGAL FORM:


County Attorney