

Stormwater Agreement Dated: \_\_\_\_\_  
Development \_\_\_\_\_

Approved by OAG: 9-26-16

## DEVELOPMENT STORMWATER MANAGEMENT AGREEMENT

### DEVELOPMENT

THIS AGREEMENT, made this \_\_\_\_ date of \_\_\_\_\_, 201\_, between the Board of Supervisors of Dinwiddie County (the “County”), party of the first part, and the Commonwealth of Virginia, Department of Transportation (“VDOT”), party of the second part, for the purpose of satisfying 24 VAC 30-92-120 of the Secondary Street Acceptance Requirements for the addition of secondary streets within the development commonly known as Dancy Estates – Section 2.

### RECITALS

R-1 WHEREAS, the County has approved or anticipates approval of the development known as Dancy Estates – Section 2 which includes the construction of new streets intended to be taken into the Secondary System of State Highways.

R-2 WHEREAS, included in said development are certain easements and rights of way for the purpose of constructing, operating and maintaining present or future stormwater drainage facilities including necessary inlet structures and other pertinent facilities for removing water from said streets.

R-3 WHEREAS, a prerequisite for accepting any subdivision street into the Secondary System of State Highways, an adequate and acceptable method of transporting stormwater runoff from said street to natural water course is required.

R-4 WHEREAS, pursuant to 24 VAC 30-92-120 of the Secondary Street Acceptance Requirements when stormwater management devices are incorporated into the design of streets intended to be accepted by VDOT for maintenance an acceptable agreement from the local government is required which absolves VDOT from any responsibility or liability for the stormwater management devices before such streets are accepted as part of the Secondary System of State Highways. “Stormwater management devices/facilities” as used in this agreement shall be limited to the water quality and/or water quantity facilities outside of the right of way dedicated to public use purposes for streets to be accepted into the Secondary System of State Highways.

NOW, THEREFORE, in consideration of the premises, the mutual covenants stated herein, and other good and valuable consideration the receipt and sufficiency of which is acknowledged by all parties hereto, the parties hereto agree as follows:

1. The County acknowledges that VDOT has no maintenance, upkeep and/or repair responsibility or liability for these stormwater management devices except in cases of physical damage resulting from road construction projects administered by VDOT. This Agreement does not relieve the parties thereto of their rights and obligations pursuant to Stormwater Management Regulations 9VAC25-870-10 et seq. and related state regulations as amended or modified from time to time. Further, the County agrees not to hold VDOT liable for damages resulting from the County’s failure to enforce County ordinances and regulations relating to stormwater flow.

2. The County will not seek indemnification or contribution from VDOT to correct damages arising from improper maintenance or construction of these stormwater devices and facilities.

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3. Upon the County's request, VDOT will cooperate with the County in a reasonable manner to assist in the denial, settlement and/or litigation of claims for damages from the operation and maintenance of these stormwater management devices.

4. The parties expressly do not intend by execution of this Agreement to create in the public, or any member there, any rights as a third party beneficiary, or to authorize anyone not a party hereto to maintain a suit for any damages pursuant to the terms or provisions of this Agreement. In addition the parties understand and agree that this Agreement is not to be construed as an indemnification against third party claims.

5. VDOT agrees to accept, as part of the Secondary System of State Highways, new subdivision streets which meet all provisions of the Secondary Street Acceptance Requirements.

Witness the following signatures and seals:

Approved as to form

Board of Supervisors of \_\_\_\_\_ County

\_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_ County Attorney

Chairman, \_\_\_\_\_ County Board of Supervisors

COMMONWEALTH OF VIRGINIA DEPARTMENT OF  
TRANSPORTATION

Approved as to form

\_\_\_\_\_  
Office of the Attorney General

By: \_\_\_\_\_  
Commissioner

COMMONWEALTH OF VIRGINIA, CITY/COUNTY OF \_\_\_\_\_, to wit:

(Name) \_\_\_\_\_, acknowledging the foregoing instrument before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC  
My commission expires:

COMMONWEALTH OF VIRGINIA, CITY/COUNTY OF \_\_\_\_\_, to wit:

(Name) \_\_\_\_\_, "Commissioner", party of the second part, acknowledging the foregoing instrument before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC  
My commission expires:

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