

This document was prepared by:
Albemarle County Attorney
County of Albemarle
401 McIntire Road
Charlottesville, Virginia 22902

Tax Map and Parcel Number _____

AGREEMENT FOR THE MAINTENANCE OF STREET SIGNS

THIS AGREEMENT is made this _____ day of _____, _____, by and between _____, whose address is _____, the Grantor for the purposes of indexing, hereinafter referred to as the “Owner,” and the **COUNTY OF ALBEMARLE, VIRGINIA**, a political subdivision of the Commonwealth of Virginia, the Grantee for the purposes of indexing, hereinafter referred to as the “County.”

WITNESS:

WHEREAS, the Owner is the owner of certain real property identified as Tax Map and Parcel Number _____, as depicted by plat in the land records of the Circuit Court of the County of Albemarle, Virginia at Deed Book _____, page _____, hereinafter called the “Property”; and

WHEREAS, the County has authorized the installation of special road signs on the Property (the “Signs”) as provided in Albemarle County Code § 7-204(C) in conjunction with its approval of the subdivision plat known as “_____,” prepared by _____, dated _____ and last revised _____ (the “Plat”) and, as a condition of approval of the Plat, the Owner is required to install and maintain the Signs; and

WHEREAS, the Owner agrees to assume all responsibility for the installation and maintenance of the Signs as approved by the County and described in Attachment A.

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. Obligation shall run with the land. The Owner’s obligation to maintain the Signs as provided in this Agreement shall run with the land in perpetuity and shall be binding on the Owner and its successors and assigns. All references in this Agreement to the “Owner” include the Owner’s successors and assigns.

2. Standard to which signs shall be maintained. The Owner shall maintain the Signs in substantially the same condition they were in when they were installed and approved by the County. Specifically, each Sign shall at all times comply with the applicable sign design as described in Attachment A, and shall at all times be in good condition so that it performs its design function. The obligation to maintain shall apply to the Sign, the Sign post, Sign hardware, and surrounding landscaping and soil that may prevent the Sign from performing its design function. “Maintenance” or any derivative of that word includes maintenance, replacement, reconstruction and the correction of defects or damage, and otherwise keeping the area surrounding the Sign free and clear of soil, landscaping or the storage or accumulation of any other materials that may obstruct the Sign. With respect to maintaining soil and landscaping, “maintenance” also shall include trimming or removing landscaping or removing or reshaping soil that obstructs the Sign.

3. Timing or conditions warranting maintenance of the Signs. The Owner shall promptly maintain a Sign when it is out of compliance with the applicable sign design as described in Attachment A, when it is not performing its design function, whenever the County informs the Owner in writing that one or more Signs require maintenance as provided in Section 6, and whenever it is missing, damaged so that it cannot perform its design function, or destroyed. **Whenever a Sign is missing, damaged or destroyed, the County shall install a standard temporary sign that shall remain in place until a permanent replacement Sign approved by the County is installed by the Owner. The Owner shall install the approved permanent replacement Sign within thirty (30) days after the County’s installation of the temporary sign; provided that the County may extend the thirty (30) day period for good cause shown.**

4. No public maintenance. No public agency, including the Virginia Department of Transportation and the County, shall be responsible for maintaining the Signs.

5. Plat to which this Agreement pertains. This Agreement pertains to the Plat identified in the recitals.

6. Right of County to inspect Signs. The Owner hereby grants permission to the County, its authorized agents and employees, to enter upon the Property and to inspect the Signs when deemed necessary by the County or in response to citizen complaints. The County shall provide the Owner copies of the inspection findings and, if necessary, a directive to maintain the Signs.

7. Notice of proposed assignment or transfer. The Owner shall notify the County in writing

at least ten (10) days prior to the assignment or transfer of this Agreement.

8. Miscellaneous. The following provisions apply:

A. Modifications. This Agreement or any part thereof may not be modified, except by written agreement of the parties signed by the duly authorized officers of the parties.

B. No waiver. Omission or delay by either party to this Agreement at any time to enforce any right or remedy reserved to it, or to require performance of any of the terms of this Agreement, shall not be a waiver of any right or remedy to which either party is entitled, and shall not in any way affect the right of either party to enforce the provisions thereafter. However, this section shall not be construed to be a waiver or a tolling of an applicable statute of limitations, or to prevent either party from raising the statute of limitations as a defense in any proceeding.

C. Applicable law. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia. The parties agree that proper venue, in the event of litigation concerning this matter, shall be in Albemarle County, Virginia.

D. Severability. If any provisions of this Agreement shall be held to be invalid, illegal or unenforceable, the validity of all other provisions hereof shall in no way be affected thereby.

E. Successor and assignees. Neither party shall assign or transfer this Agreement or any of its respective rights hereunder without the prior written permission of the other party.

F. Entire agreement. This Agreement constitutes the entire agreement between the parties and supersedes all previous agreements and understandings relating to the work to be performed under this Agreement.

G. Recordation. Upon execution by the parties, this Agreement shall be recorded by the Owner with the land records in the Office of the Clerk of the Circuit Court of Albemarle County, Virginia. The Owner shall provide the County with the Deed Book and Page Number at which the Agreement was recorded.

H. Covenant running with the land. This Agreement shall constitute a covenant running with the land, and shall be binding on the Owner, its successors and assigns.

I. Authority to execute agreement. The Owner's signatory below is duly authorized to sign this Agreement on behalf of the Owner.

IN WITNESS WHEREOF, each party hereto has caused this Agreement to be executed in triplicate in its name and on its behalf by its duly authorized officer as of the date, month, and year first hereinabove written.

OWNER:

COMMONWEALTH OF VIRGINIA

CITY/COUNTY OF _____

The foregoing instrument was signed, sworn to and acknowledged before me this _____ day of _____, ____ by _____, _____, on behalf of the _____.

Notary Public

My Commission Expires: _____

Registration number: _____

SIGNATURES CONTINUE ON THE FOLLOWING PAGE

COUNTY OF ALBEMARLE, VIRGINIA

By: _____
Jeff Richardson
County Executive

COMMONWEALTH OF VIRGINIA
CITY/COUNTY OF _____:

The foregoing instrument was acknowledged before me this ___ day of _____, ____ by Douglas C. Walker, Interim County Executive, on behalf of the Board of Supervisors of Albemarle County, Virginia.

Notary Public

My Commission Expires: _____

Registration Number: _____

Approved as to Form:

County Attorney _____
Date