

AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 20____
by and between, _____
(Hereinafter the "Owner"), the owner of certain real property, more particularly described
as _____
as recorded in Deed Book _____ at Page _____, and the Board of Supervisors of
Fairfax County, Virginia (hereinafter the "County"),

Witnesseth that:

WHEREAS, part of the above-described property of the Owner crosses the 100 year floodplain
as designated and adopted by the County; and

WHEREAS, the County has advised and warned the Owner of the location and existence of the
floodplain; and

WHEREAS, the Owner nonetheless wishes and elects to build at its own risk within that
floodplain;

NOW, THEREFORE, in consideration of the mutual covenants herein contained and other good
and valuable consideration, the parties hereto agree as follows:

1. The County hereby permits the Owner to construct or cause to be constructed a house
on the above-described property having access through that flood plain as shown on
Attachment A.
2. The Owner, its executors, administrators, assigns and any other successors-in-interest
shall indemnify and hold the County, its agents, and employees harmless for any and all
damages, accidents, casualties, injuries, costs, charges, liabilities, occurrences or claims
which might arise or be asserted against the County by reason of the construction,
existence, presence of flooding of the access to the described property or any
appurtenances thereto.

In the event a claim is asserted against the County or its agents or employees, the
County shall promptly notify the Owner, and the Owner or its successors-in-interest shall
defend such claim or suit at its own expense. If any judgment or claims are allowed
against the County or its agents or employees, the Owner or its successors-in-interest
shall pay all costs and expenses in connection therewith.

3. It is expressly understood and agreed that the maintenance of the access shall be solely
the responsibility of the Owner or its successors in interests.
4. This Agreement shall constitute a covenant real running with the land and shall be
recorded amongst the land records of Fairfax County, Virginia.

PROJECT # _____ TAX MAP # _____

Witnesses

The following signatures and seals:

OWNER and SEAL (Please print name and title): _____

OWNER and SEAL (Please print name and title): _____

FAIRFAX COUNTY, VIRGINIA BOARD OF SUPERVISORS

By Director, Site Development and Inspections Division, Land Development Services,

STATE OF: _____ COUNTY OF: _____

I _____ a Notary Public in and for the County and State aforesaid,

Whose commission expires on the _____ of _____ 20 _____

do hereby certify that _____ name(s) is/are signed to the

foregoing Agreement bearing date of the _____ of _____ 20 _____

has acknowledged the same before me in my said County and State.

GIVEN UNDER MY HAND this _____ of _____ 20 _____

Notary Public _____

STATE OF: _____ COUNTY OF: _____

I _____ a Notary Public in and for the County and State aforesaid,

Whose commission expires on the _____ of _____ 20 _____

do hereby certify that _____ name(s) is/are signed to the

foregoing Agreement bearing date of the _____ of _____ 20 _____

has acknowledged the same before me in my said County and State.

GIVEN UNDER MY HAND this _____ of _____ 20 _____

Notary Public _____

PROJECT # _____ TAX MAP # _____