

AGREEMENT

This Agreement made and entered into this _____ day of _____, 2_____, 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, access to the above-described property of the Owner crosses the 100 year flood plain as designated and adopted by the County; and

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

WHEREAS, the Owner nonetheless wishes and elects to build at its own risk through that flood plain;

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 at its own expense any suit based on such claim. If any judgment or claims are allowed against the County or its agents or employees, the Owner 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 # _____

WITNESS the following signatures and seals.

OWNER (SEAL)

(Please print name and title)

FAIRFAX COUNTY, VIRGINIA
BOARD OF SUPERVISORS

By _____

Director, Site Development and Inspections Division
Department of Public Works and Environmental Services

Approved as to Form:

Assistant County Attorney

STATE OF _____
COUNTY OF _____

I, _____, a Notary Public in and for the County and State aforesaid, whose commission as such expires on the _____ day of _____, 2_____, do hereby certify that _____, whose name is signed to the foregoing Agreement bearing date on the ____ day of _____, 2_____, personally appeared before me in my jurisdiction aforesaid and acknowledged the same.

GIVEN under my hand and official seal this _____ day of _____, 2_____.

Notary Public

STATE OF _____
COUNTY OF _____

I, _____, a Notary Public in and for the County and State aforesaid, whose commission as such expires on the _____ day of _____, 2_____, do hereby certify that _____, Director, Site Development and Inspections Division, Department of Public Works and Environmental Services, Fairfax County, Virginia, whose name is signed to the foregoing Agreement bearing date on the _____ day of _____, 2_____, personally appeared before me in my jurisdiction aforesaid and acknowledged the same.

GIVEN under my hand and official seal this _____ day of _____, 2_____.

Notary Public

PROJECT # _____ TAX MAP # _____