



Service District: \_\_\_\_\_

Map Reference: \_\_\_\_\_

**PRO RATA SHARE AGREEMENT**

This agreement, made this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between \_\_\_\_\_, a \_\_\_\_\_, hereinafter called "Developer," and the Board of Supervisors of Fairfax County, Virginia, hereinafter called "Board."

**WITNESSETH:**

WHEREAS, Developer desires approval of plans for a project known as \_\_\_\_\_

Plan No. \_\_\_\_\_; and

WHEREAS, the Board desires to ensure the payment of the Developer's Pro Rata Share for the cost of drainage facilities necessitated or required, at least in part, by the above development (hereinafter called "Pro Rata Share"); and

WHEREAS, payment of Developer's Pro Rata Share is a condition precedent to the approval of Developer's plans; and

WHEREAS, Developer desires to deposit his Pro Rata Share with the Board;

NOW, therefore, for and in consideration of the foregoing premises and the following terms and conditions, and in further consideration of the approval of the aforesaid plans by the Director of the Department of Public Works and Environmental Services or his designated agent hereinafter called "Director" County and the issuance of permits for the work proposed to be done thereunder, the parties hereto agree as follows:

1. Developer has deposited with the Board, and the Board by its execution hereof acknowledges that it holds the sum of \_\_\_\_\_ U.S. Dollars (\$ \_\_\_\_\_) as the Developer's Pro Rata Share, under and subject to the terms of this Agreement.
2. Developer and Board agree that an estimated cost of a drainage improvement program for the County of Fairfax \_\_\_\_\_ watershed has been established ~~and is located within said watershed~~. Developer and Board further agree that Developer's Pro Rata Share equals the proportion of the total estimated cost of the drainage improvement program to be borne by the Developer, minus any applicable credit for providing on-site stormwater management facilities and best management practices.
3. It is expressly agreed by all parties hereto that it is the purpose and intent of this Agreement to ensure the availability of the Developer's Pro Rata Share at such time as it is required for the construction of the necessary drainage facilities located beyond the land controlled by the Developer.
4. It is expressly agreed by the parties hereto that the amount shall be disbursed by the Board only upon receipt of a written request from the Director of the Department of Public Works and Environmental Services or his designated agent.

Disbursement shall be made only to the Director of Finance, County of Fairfax, and forwarded to the Director of the Department of Public Works and Environmental Services, within ten days of receipt of the request.

IN WITNESS of all of which, the parties hereto have caused this Agreement to be executed on their behalf.

Developer: \_\_\_\_\_

Authorized Signatory: \_\_\_\_\_

Printed Name and Title: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

BOARD OF SUPERVISORS OF FAIRFAX COUNTY, VIRGINIA

By: \_\_\_\_\_  
Director, Department of Public Works and Environmental Services or designee

CE No.: \_\_\_\_\_

Date: \_\_\_\_\_