

DUSTLESS SURFACE MAINTENANCE AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____.

20_____ by and between, _____

Hereinafter called the "Landowner," and the Board of Supervisors of Fairfax County, Virginia, hereinafter called the "County":

WITNESSETH, that

WHEREAS, the Landowner is the owner of certain real property, more particularly described as

Project Name _____

Tax Map Number _____

As recorded by Deed in the Land Records of Fairfax County, Virginia, in Deed Book _____

Page _____ hereinafter called the "Property", and

WHEREAS, Dustless Surface Waiver Number _____ which is expressly made a part hereof, as approved or to be approved by the County, provides for maintenance of the gravel driveway and parking areas within the confines of the property, and

WHEREAS the County and the Landowner agree that the health, safety, and welfare of the residents of Fairfax County, Virginia, require that the gravel driveway and parking areas be maintained on the property, and

WHEREAS, the County requires that the gravel driveway and parking areas be adequately maintained by the Landowner;

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. The Landowner shall maintain the gravel driveway and parking areas in accordance with the Fairfax County Public Facilities Manual standards.
2. The Landowner hereby grants permission to the County, its authorized agents and employees, to enter upon the Property and to inspect the gravel driveway and parking areas whenever it deems necessary. Whenever possible, the County shall notify the Landowner prior to entering the property.
3. In the event the Landowner fails to maintain the gravel driveway and parking areas in accordance with this Agreement and the Fairfax County Public Facilities Manual standards, the County may enter upon the Property and take whatever steps it deems necessary to maintain said gravel driveway and parking areas. This provision shall not be construed to allow the County to erect any structure of a permanent nature on the land of the Landowner. It is expressly understood and agreed that the County is under no obligation to maintain or repair said facilities, and in no event shall this Agreement be construed to impose any such obligation on the County.
4. In the event the County, pursuant to this Agreement, performs work of any nature, or expends any funds in performance of said work for labor, use of equipment, supplies, materials, and the like, the Landowner shall reimburse the County upon demand, within ten (10) days of receipt thereof for all costs incurred by the County hereunder.
5. It is the intent of this Agreement to insure the proper maintenance of the gravel driveway and parking areas by the Landowner; provided, however, that this Agreement shall not be deemed to create or effect any additional liability of any party for damage alleged to result from or be caused by the gravel driveway and parking areas.
6. The Landowner, its executors, administrators, assigns, and any other successors in interest, shall indemnify and hold harmless the County and its agents and employees for any and all damages, accidents, casualties, occurrences or claims which might arise or be asserted against the County from

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the presence, existence or maintenance of the gravel driveway and parking area by the Landowner or the County.

7. In the event a claim is asserted against the County, its agents or employees, the County shall promptly notify the Landowner and the Landowner shall defend at his own expense any suit based on such claim. If any judgment or claims against the County, its agents or employees shall be allowed, the Landowner shall pay all costs and expenses in connection therewith.
8. This Agreement shall be recorded among the land records of Fairfax County, Virginia, and shall constitute a covenant running with the land, and shall be binding on the Landowner, its administrators, executors, assigns, heirs and any other successors in interest.
9. The Director of the Department of Public Works and Environmental Services shall have the right to revoke the approval of a dustless surface modification or waiver and require a dustless surface to be constructed at the Landowner's expense for violations of the conditions of approval, or when the Director determines that a change in the use of the site, site conditions or adjacent properties warrant the provision of a dustless surface.

WITNESS the following signatures and seals:

(Landowner) (Seal)

BY:

(Signature)

ATTEST: _____ (Trustee)
(Print name)

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)

THE BOARD OF SUPERVISORS OF FAIRFAX COUNTY, VIRGINIA BY:

Director, Site Development and Inspections Division, Land Development Services
Department of Public Works and Environmental Services
COMMONWEALTH OF VIRGINIA, COUNTY OF FAIRFAX

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 County and Commonwealth aforesaid.

GIVEN UNDER MY HAND this _____ of _____ 20 _____

(Notary Public)