



District _____

Director, LDS _____

County Attorney _____

Director of Finance _____

TREE PRESERVATION AND REPLACEMENT AGREEMENT

THIS AGREEMENT made this _____ day of _____, _____, by and between _____

a _____ hereinafter called the
“Developer”, and the Board of Supervisors of Fairfax County, Virginia, hereinafter called the “County”.

WITNESSETH:

IN CONSIDERATION OF the Board's approval of Developer's rezoning application _____
and the approval by the Board through its designee, of a subdivision plan/tree preservation plan for a project known
as (Name) _____,
Plan No. _____, Developer, for himself, and his heirs, personal representatives,
assigns, or other successors in interest, agrees to implement all measures for the preservation of existing vegetation
and the replanting of vegetation shown on the approved plans and approved revisions thereof, prior to the release of
the performance bond for this project. The Developer also agrees to post any additional tree value bond that may be
required by proffer or development condition.

DEVELOPER FURTHER AGREES:

1. To comply with all the requirements of the Fairfax County Code and the Fairfax County Public Facilities Manual.
2. That if, in the opinion of the Director of the Land Development Services or his agent, the tree preservation plan and revisions thereto, although approved by the County, are inadequate to ensure that construction and development of the site will be in conformance with the requirements of State Law, the County Code and the Public Facilities Manual, the developer, upon request of the director, shall submit revisions to the plans showing the changes necessary to bring the site into conformance with State Law, the County Code and the Public Facilities Manual, and shall construct and develop the site in accordance with the revisions.
3. That if, in the opinion of the Director of the Land Development Development Services or his agent, the preservation and replacement measures as shown on the approved plan or approved revisions thereof are inadequate to prevent damage to existing quality vegetation during construction, the developer, upon request of the Director, shall take appropriate steps to prevent any such damages to such quality vegetation, and speedily rectify any damages resulting therefrom, whether or not a revision to the plan delineating the necessary steps has been submitted or approved.
4. To be responsible for having the trees and other vegetative plantings located in any dedicated right-of-way accepted by the Virginia Department of Transportation into the State system of highways; to comply with all requirements of the Virginia Department of Transportation for acceptance and to make prompt application upon completion of the required work for acceptance by that Department.
5. That any tree preservation or replacement measure required hereunder shall be considered complete when it is accepted by the governmental unit which is responsible for its approval and final acceptance. The Developer further agrees to be responsible for all maintenance and deterioration of the tree preservation measures and replanting until such acceptance.
6. That if any clause or portion of this Agreement is found not to be valid and binding, the remainder shall continue in full force and effect. The parties intend that each provision of this Agreement be valid and binding upon each and all of them, and expressly agree to abide thereby.
7. In the event that any suit, action or proceeding is brought by the County to enforce any provision of this Agreement, it is expressly agreed and understood that, regardless of when the breach of this Agreement occurs, the measure of damages recoverable shall be the costs of completion and/or correction of the work required by the Agreement as of the earlier of the following two dates:
 - (a) when the work is actually completed and/or corrected to final local and State approval and acceptance; or
 - (b) date of trial.

It is further expressly agreed and understood that the measure of damages shall include, and be limited to, the costs of completion and/or correction as set forth above (of which total not more than ten percent shall consist of administrative and supervisory costs), maintenance and/or deterioration; and shall be adjusted for inflation.

8. To supply to the Board _____ from _____
(Type of security or other guarantee) (Company, bank, lender, etc.)

IN WITNESS of this, the parties have executed this Agreement.

Developer
By: _____
Signature

Type Name and Title

Address: _____
IRS ID # _____ Telephone: _____

STATE OF _____:
COUNTY/CITY OF _____:

I, _____ Notary Public in and for the State and County/City
aforesaid, do hereby certify that _____
_____ whose name is signed to the foregoing agreement, this day personally
appeared before me in my State and County/City aforesaid and acknowledged the same.

Given under my hand this _____ day of _____, _____.
My commission expires: _____

NOTARY PUBLIC

BOARD OF SUPERVISORS OF FAIRFAX COUNTY, VIRGINIA
BY: _____
Director, Land Development Services

COMMONWEALTH OF VIRGINIA:
COUNTY OF FAIRFAX:

This _____ day of _____, _____ appeared before me in my State and County aforesaid,
_____, Director, Land Development Services, Department of Public
Works and Environmental Services of Fairfax County, Virginia and acknowledged signature.
My commission expires: _____

NOTARY PUBLIC

Approved As To Form: DIRECTOR OF FINANCE

County Attorney Director/Deputy Director

DE# _____
Date: _____