

NOTE: Must be re-typed on company letterhead (include name, address, phone & fax).

LAND DISTURBER'S AGREEMENT

THIS AGREEMENT made this ____ day of _____ 20 ____, by and between

_____ hereinafter referred to as the "Developer," party of the first part; and the Board of Supervisors of Fauquier County, Virginia, hereinafter called the "County," part of the second part,

WITNESSETH

THAT, WHEREAS, the above-named Developer is the owner and proprietor of and has proposed to develop a certain parcel of land situated in said County, in accordance with a plan known as The Erosion and Sediment Control Plan for _____ and Case Number _____, as approved by the Fauquier County, Virginia, Board of Supervisors on (Date); and

WHEREAS, under the provisions of the Erosion and Sediment Control Ordinance of Fauquier County, providing for regulations governing the development of lands and erosion and sediment control measures within said County, etc., the Developer, as a prerequisite to any land disturbing activity, is required to provide certain erosion and sediment control measures, to the land within said development or adjacent thereto.

NOW, THEREFORE, THIS AGREEMENT FURTHER WITNESSETH that, pursuant to the provisions of the above-mentioned ordinances and in consideration of the approval of the County of said site development or subdivision plan, the Developer does hereby agree with the County to construct, install and provide erosion and sediment control measures at the said developer's sole expense and within the time hereinafter provided and in accordance with the requirements of the Erosion and Sediment Control Ordinance of Fauquier County and the Erosion and Sediment Control Plan approved by the County, on, in and upon the land embraced within the aforesaid development, or adjacent to the same. The approximately total cost of which improvements and erosion and sediment control measures is estimated to be

\$ _____, and to guarantee the proper and satisfactory installation of which the Developer is depositing with the County contemporaneously herewith a bond with surety in at least the amount of the aforesaid total estimated cost.

The Developer further agrees that each and every one of the erosion and sediment control measures within the said development or adjacent to the same, will be properly and satisfactorily provided, installed and completed within _____() months from the date of this agreement.

THE DEVELOPER FURTHER AGREES:

1. To grant the right-of-entry to designated personnel of Fauquier County for the purpose of inspecting and monitoring the project for compliance with County ordinances.
2. To obtain a Land Disturbance Permit prior to commencing land disturbance activities in excess of 10,000 square feet in area.
3. To maintain the bond associated with the project in the amount required until the project is completed and the bond is approved for final release.
4. To provide temporary signage at all intersections during construction and to provide for the installation of final street signage within each specific phase of development prior to obtaining the first occupancy permit for that phase.
5. That in the event that the erosion and sediment controls provided for in the approved plan, or approved revision thereof, are not constructed or installed, the County shall notify the Developer in writing of the need to install and/or construct the controls and/or improvements and identify a time frame in which to comply. Upon failure of the Developer to comply within the time period allowed by the County in its notice, the County shall have the right to enter upon the Developer's property and shall construct

such measures or do such other work as may be necessary, according the approved plan. The County, following the notification period, shall have the right to access the funds available in the surety for the purpose of constructing the necessary erosion and sediment controls.

6. That in the event the Developer fails to comply with any provision of this Agreement and the County initiates legal proceedings to enforce its provisions, the County shall be entitled to receive all damages, including, but not limited to, costs of engineering, design, construction, administration, and reasonable attorney's fees.
7. That this Agreement shall not be deemed to create or affect any liability of the County for any failure, lack of installation, or damage alleged to result from or be caused by lack of improvements or failure of improvements.

The parties agree 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.

WITNESS the following signatures and seals:

Developer/Owner:
(please print)

Company: _____

Name: _____

Title: _____

Address: _____

Telephone #: _____

Fax #: _____

By: _____

(Signature)

By: _____

(Signature)

By: _____

(Signature)

By: _____

(Signature)

State of: _____ Zip Code: _____

(Indicate state where corporation or partnership is registered)

STATE OF _____

COUNTY OF _____

Acknowledged before me this _____ day of _____, 20____, by
_____, for Developer/Owner.

Notary Public

My Commission Expires:

Fauquier County Board of Supervisors

By: _____
Holly Meade, Director of Community Development

STATE OF VIRGINIA:

COUNTY OF FAUQUIER, to wit:

Acknowledged before me this _____ day of _____, 20____, by
Holly Meade.

Notary Public

My Commission Expires:
