

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

**FAUQUIER COUNTY, VIRGINIA**  
**LAND DEVELOPER'S AGREEMENT**  
**SUBDIVISIONS**

**THIS AGREEMENT** made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between \_\_\_\_\_ hereinafter referred to as the "Subdivider," party of the first part; and the Board of Supervisors of Fauquier County, Virginia, hereinafter called the "County," party of the second part,

**WITNESSETH**

**THAT, WHEREAS**, the above-named subdivider is the owner and proprietor of and has proposed to divide a certain parcel of land situate in said County and desires to record a plat of said subdivision known as \_\_\_\_\_, Case Number \_\_\_\_\_, as prepared by \_\_\_\_\_ with a seal date of \_\_\_\_\_ ; and

**WHEREAS**, under the provisions of the Zoning, Subdivision, Stormwater Management, and Erosion and Sediment Control Ordinances of Fauquier County, providing for regulations governing the subdivision of lands and installation of erosion and sediment control measures within said County, the Subdivider, as prerequisite to the approval and recordation of said subdivision plat, is required to provide assurance that certain physical improvements and/or erosion and sediment control measures will be constructed within said subdivision, as reflected on the approved final construction plans Case Number \_\_\_\_\_, prepared by \_\_\_\_\_, and approved on \_\_\_\_\_, 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 subdivision, the Subdivider does hereby agree with the County to construct, install, and provide certain physical improvements, and/or erosion and sediment control measures at the said Subdivider's sole expense and within the time hereinafter provided and in accordance with the requirements of the aforementioned ordinances of Fauquier County,

and the plans and specifications approved by the County, on, in, and upon the land embraced within the above-referenced subdivision, or adjacent to the same. The approximate total cost of which improvements and erosion and sediment control measures is estimated to be \$ \_\_\_\_\_. To guarantee the proper and satisfactory installation of these improvements and erosion and sediment control measures, the Subdivider is depositing with the County contemporaneously herewith a bond with surety in at least the amount of the total estimated cost.

**THE SUBDIVIDER 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 and maintain all-weather access, including snow removal and ice control, from all occupied dwellings to a public highway in the primary or secondary highway system until such time as the streets are accepted into the Secondary System of State Highways. Specifically, snow removal must occur within 24 hours after the snowfall has ceased and/or within 48 hours after the snowfall has begun, whichever shall occur first.
5. 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.
6. That a paved condition will be established to serve all dwelling units within each specific phase of development prior to applying for the first building permit within that phase, unless otherwise approved.

7. To be responsible for having the streets and other improvements in any dedicated right-of-way accepted by the Virginia Department of Transportation into the secondary system of state highways. To comply with all requirements of the Virginia Department of Transportation for acceptance. To make prompt application upon completion of the required work for acceptance by that Department.
8. That no construction or improvement required hereunder shall be considered complete until it is accepted by the governmental unit or Homeowners Association which is to have ultimate responsibility for its operation and maintenance. The Subdivider further agrees to be responsible for all maintenance of the physical improvements and facilities until such acceptance.
9. That before proceeding with any variations in construction that deviate from the approved plan, a revised plan will be submitted to the Director of Community Development for review and approval.
10. To convert stormwater management ponds used as temporary sediment basins during construction once 90 percent stabilization is established in the contributing watershed (within the boundary of the site) unless approved otherwise by the Director of Community Development.
11. To record a Stormwater/BMP Maintenance Agreement in order to provide for the long-term maintenance of stormwater management and best management practice facilities associated with the project.
12. That in the event that the erosion and sediment controls and other improvements provided for in the approved plan, or approved revision thereof, are not constructed or installed, the County shall notify the Subdivider 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 Subdivider to comply within the time period allowed by the County in its notice, the County shall have the right to enter upon the Subdivider's property and shall

construct such measures or do such other work as may be necessary, according to 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 and improvements.

13. That in the event the Subdivider 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.
14. That this Agreement shall not be deemed to create or effect 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 Subdivider further agrees that each and every one of the aforementioned improvements to the land and erosion and sediment control measures within the said subdivision, or adjacent to the same, will be properly and satisfactorily provided, installed, and completed within \_\_\_\_\_ ( \_\_\_\_\_ ) months from the date of this agreement. Subject to the provisions contained in the following paragraph the Subdivider hereby, and with its full and free consent and with full knowledge of the rights it may now or hereafter possess, waives for itself, its successors and assigns, all rights it may have under local, state, and federal law, now or hereafter enacted, including, but not limited to, those rights afforded it under Virginia Code Section 15.2-2241, to claim the validity of the recorded final plats of said subdivision contemplated herein for a period of longer than \_\_\_\_\_ ( \_\_\_\_\_ ) months allowed to install the improvements and erosion and sediment control measures and bonded for under the Land Subdivider's Bond/ Irrevocable Letter of Credit/Cash Bond (*circle one*) submitted contemporaneously with this document. Upon fulfillment of the requirements of the Developer's Agreement and full release of the bonds as required pursuant to Virginia Code Section 15.2-2241 this paragraph shall be considered void.

The Subdivider may extend the time within which it agrees to complete the aforementioned improvements to the land and erosion and sediment control measures within the

said subdivision to sixty (60) months from the date of this agreement in the event it deposits with the County within \_\_\_\_\_ ( \_\_\_\_\_ ) months of the date of this agreement a surety bond, letter of credit, or cash bond in at least the amount of the estimated cost to complete the improvements to the land and install the erosion and sediment control measures within the said subdivision, which surety bond, letter of credit, or cash bond shall replace the surety bond deposited contemporaneously herewith. **This extension provision shall not be misconstrued to allow for delays in progress toward completing the improvements depicted on the approved plan. The County reserves the right to decline the extension of the bond in cases where progress toward completion of the improvements is not evident.** The surety bond, letter of credit, or cash bond submitted pursuant to this paragraph to cover the estimated costs to complete the improvements to land and install the erosion and sediment control measures within said subdivision shall be based upon cost figures computed at the time of the submission of the new surety bond, letter of credit, or cash bond.

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:

Subdivider/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 Subdivider/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:

\_\_\_\_\_