

**AGREEMENT**

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
by and between, \_\_\_\_\_  
(Hereinafter the "Owner"), the owner of certain real property, more particularly described  
as \_\_\_\_\_  
as recorded in Deed Book \_\_\_\_\_ at Page \_\_\_\_\_, and the Board of Supervisors of  
Fairfax County, Virginia (hereinafter the "County"),

Witnesseth that:

WHEREAS, part of the above-described property of the Owner is located within the  
\_\_\_\_\_ flood plain as designated and  
adopted by the County; and

WHEREAS, the County has advised and warned the Owner of the location and existence of the  
flood plain; and

WHEREAS, the Owner nonetheless wishes and elects to build at its own risk within that flood  
plain:

NOW, THEREFORE, in consideration of the mutual covenants herein contained and other good  
and valuable consideration, the parties hereto agree as follows:

1. The County hereby permits the Owner to construct or cause to be  
constructed \_\_\_\_\_ on the above-  
described property within the \_\_\_\_\_ flood plain as shown  
on Attachment A.
2. The Owner, its executors, administrators, assigns and any other successors-in-  
interest shall indemnify and hold the County, its agents, and employees harmless  
for any and all damages, accidents, casualties, injuries, costs, charges, liabilities,  
occurrences or claims which might arise or be asserted against the County by  
reason of the construction, existence, presence of flooding of the \_\_\_\_\_  
or any appurtenances thereto.

In the event a claim is asserted against the County or its agents or employees, the  
County shall promptly notify the Owner, and the Owner or its successors-in-interest  
shall defend such claim or suit at its own expense. If any judgment or claims are  
allowed against the County or its agents or employees, the Owner or its  
successors-in-interest shall pay all costs and expenses in connection therewith.

3. It is expressly understood and agreed that the maintenance of the \_\_\_\_\_  
shall be solely the responsibility of the Owner or its successors in interests.
4. This Agreement shall constitute a covenant real running with the land and shall be  
recorded amongst the land records of Fairfax County, Virginia.

**Witnesses**

The following signatures and seals:

PROJECT # \_\_\_\_\_ TAX MAP # \_\_\_\_\_

OWNER and SEAL (Please print name and title): \_\_\_\_\_

OWNER and SEAL (Please print name and title): \_\_\_\_\_

FAIRFAX COUNTY, VIRGINIA BOARD OF SUPERVISORS

**Approved as to Form**

Assistant County Attorney \_\_\_\_\_

By Director, Site Development and Inspections Division, Land Development Services,

Department of Public Works and Environmental Services \_\_\_\_\_

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 \_\_\_\_\_

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 \_\_\_\_\_

PROJECT # \_\_\_\_\_ TAX MAP # \_\_\_\_\_