



PRINCE WILLIAM COUNTY
Department of Development Services – Land Development Division

CONSERVATION AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 20__ by and between _____ hereinafter called "Developer," party of the first part, and the Board of Supervisors of Prince William County, Virginia, hereinafter called "County," party of the second part:

WITNESSETH:

WHEREAS, Developer, desires approval of its site development plan, consisting of grading plans (which are part of the approved subdivision or site plans), erosion and sediment control plans, and/or landscaping plans, sewer, water and drainage plans (hereinafter collectively referred to as "plan"), for a project ("the project") known as (Plan Name) _____, Plan No: _____. Said conservation plan also includes all provisions for conservation measures as required by the Code of Virginia, the Subdivision or Zoning Ordinance, and the Design and Construction Standards Manual; and

WHEREAS, the Developer intends to complete all of the development work contained on the approved subdivision or site plans, including but not limited to roads, sewer systems, water systems, storm water drainage systems, etc., at the project; and

WHEREAS, pursuant to Va. Code § 10.1-560 et seq. and other statutory authority, the County desires to ensure the proper installation, maintenance and adequate performance of such plan during the development process.

NOW, THEREFORE, for and in consideration of the foregoing premises and the following terms and conditions, and further in consideration of the approval of the aforesaid plan by the County and the issuance of a site preparation permit for the work proposed to be done thereunder, the parties hereto agree as follows:

1. Developer has provided guarantee in the amount of \$_____ to the COUNTY in the form of one of the following which may be used for the purposes set forth in this Agreement:

- a) Cash deposit with Prince William County, receipt # _____.
 - b) Letter of Credit # _____.
- from (Name of Institution) _____.

2. In the event that measures for conservation as provided for in the plan referred to herein, or on any approved revision hereof, are not constructed or installed, the County shall give the Developer notice of violation and an opportunity to comply, and 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 Developer's property and shall construct such measures or do such other work as may be necessary, according to the plan to stabilize and make the site safe.

3. In the event the Director of the Department of Public Works or his designee determines that immediate construction or installation of conservation measures is required during the development process to prevent adverse sedimentation or erosion or to protect the public health, safety or welfare, the County shall give the Developer notice of such determination and an opportunity to construct or install conservation measures within a reasonable time period. Upon failure of the Developer to comply within the time period allowed by the County in its notice, the County shall enter upon Developer's property and construct such measures or do such work as may be necessary.

4. In the event the plan has been installed or constructed according to design, but fails, or inadequately effectuates the conservation measures required by County standards, or inadequately controls sediment or erosion; the Developer agrees to submit a revision to the plan and immediately institute measures to effectuate such measures or control upon notice of such event(s) by the County. In the event Developer fails to do so within the time period allowed by the County in its notice, the County may revise the plan and may enter upon Developer's property to construct the necessary measures.

5. In the event sedimentation and/or erosion from the property adversely affects downstream drainage, any adjacent property owner, or any street, road, highway or other public easement, the County may give the Developer notice of violation and an opportunity to comply, and 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 Developer's property to take such steps as may be necessary to prevent future off-site or on-site sedimentation or erosion, repair or clean up any off-site or on-site damage, or install any appropriate conservation measures.

6. The County shall give the Developer notice in the event tree protection or other conservation measures are not installed, damaged trees are not repaired, dead, dying or hazardous trees or branches within and contiguous to the development areas are not removed, or trees or other conservation measures required by the plan, or required revision, are not installed as specified on the plan, or required revision. If the Developer fails to comply within the time period allowed by the County in its notice, the County shall enter upon the Developer's property to perform such work.

7. In the event County performs work of any nature, including labor, use of equipment, and materials under the provisions of Paragraphs 2, 3, 4, 5 and 6 above, either by use of public forces or by private contract, it shall either (a) use the sum deposited herewith under Paragraph 1(a) and any accrued interest to pay for such work, or (b) draw on the letter of credit provided pursuant to Paragraph 1(b) to pay for such work. The Developer shall be sent notice when such sums are used.

8. In the event any portion of any guarantee provided hereunder is used by the County pursuant to this Agreement, Developer agrees to provide additional or replacement guarantee within ten (10) days of such use in an amount sufficient to restore the guarantee to an amount existing prior to the County's use of such guarantee.

9. It is expressly agreed by all parties hereto that it is the purpose and intent of this Agreement to conserve and protect the land, water, air and other natural resources of the Commonwealth and to ensure the proper construction, installation, maintenance, and performance of conservation measures provided by the plan or revisions thereof, and for the clean-up or repair of all damage on-site and off-site due to failed conservation measures, lack of conservation measures, or to erosion or sedimentation. 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 conservation measures or by failed conservation measures, or by erosion or sedimentation.

10. The County shall hold the guarantee until it is satisfied that no further land-disturbing activity will be or is necessary to be taken on site in conjunction with the site preparation permit, all required conservation measures have been placed or installed and the County is satisfied that any required clean-up or repairs have been made. When these conditions are met, and in the event the guarantee is not used by the County as part of the cost of completion of development improvements (including required fees), or to restore the balance of any other conservation agreement deposit between this Developer and the County to its required level, all guarantee remaining after disbursement, if any, shall be released in writing by the County, through its agent, the Director of Development Services.

11. All notices to be given with respect to this Agreement shall be in writing. Each notice shall be sent by registered or certified mail postage prepaid and return receipt requested, to the party to be notified at the address set forth herein or at such other address as either party may from time to time designate in writing, or by delivery at the site of the permitted activities to the agent or employee of the permittee supervising such activities. Every notice shall be deemed to have been given at the time it shall be deposited in the United States mails in the manner prescribed herein. Nothing contained herein shall be construed to preclude personal service of any notice in the manner prescribed for personal service of a summons or other legal process.

12. In the event 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 foreseeable damages, including, but not limited to, costs of engineering, design, construction, administration court costs and reasonable attorney's fees.

13. In conjunction with or subsequent to a notice to comply, the County may issue an order requiring that all or part of the land-disturbing activities permitted on the site be stopped until the specified corrective measures have been taken. Where the alleged noncompliance is causing or is in imminent danger of causing harmful erosion of lands or sediment deposition in waters or imperils the safety and welfare of the citizens of Prince William County within the Commonwealth, such an order may be issued without regard to whether the Developer has been issued a notice to comply. Otherwise, such an order may be issued only after the permittee has failed to comply with such a notice to comply. The order shall be served in the same manner as a notice to comply and shall remain in effect for a period of seven days from the date of service pending application by the County or the permit holder for appropriate relief to the Circuit Court. The order shall be lifted immediately following completion of the corrective action. Nothing in this paragraph shall prevent the County from taking any other action specified by law.

Plan Name: _____ Plan No: _____

In witness of all of which, the parties hereto have caused this agreement to be executed on their behalf.

DEVELOPER – This document shall be signed by an authorized person(s). Individuals who have the authority to bind an organization are Partners of a Partnership or Joint Venture, President or Vice President of a Corporation and Member or Manager of a Limited Liability Company. For any person signing in a representative capacity (e.g., an attorney-in-fact), notarized evidence of authority must be furnished.

Developer Name: _____

Address: _____

BY: _____ its _____
Signature Title

Print Name: _____ Telephone Number: _____

Developer's E-Mail Address: _____

ACKNOWLEDGMENT OF DEVELOPER

STATE OF _____:

COUNTY/CITY OF _____: to wit:

The foregoing instrument was acknowledged before me this _____ day of _____,
20____, by _____
(Name of Person Signing Above)

Notary Public My Commission expires: _____

Notary I.D. Number: _____

BOARD OF COUNTY SUPERVISORS OF PRINCE WILLIAM COUNTY, VIRGINIA

By: _____
Bonds and Permits Administrator

STATE OF _____:

COUNTY OF _____: to wit:

The foregoing instrument was acknowledged before me this _____ day of _____,
20____, by _____
(Name of Person Signing Above)

Notary Public My Commission expires: _____

Notary I.D. Number: _____