



## Foundation and Soil Management Department Fund Property Owner Agreement

This Agreement ("Agreement") is made and entered into as of \_\_\_\_\_ ("Effective Date"), by and between Prince William County, a political subdivision of the Commonwealth of Virginia, acting by and through its duly authorized representatives ("Grantor"), and \_\_\_\_\_, the [legal owner of real property or duly authorized representative of a common interest community] located at \_\_\_\_\_ ("Grantee"). Grantor and Grantee may be referred to individually as a "Party" and collectively as the "Parties." This Agreement is subject to, and shall be interpreted and applied in accordance with, Virginia Code § 15.2-958.7, County Code Ch. 34, and the Foundation and Soil Management Department Fund Administrative Procedures.

### **RECITALS**

WHEREAS, Grantor has established the Foundation and Soil Management Fund to provide financial assistance for eligible foundation repairs and slope repairs/stabilization improvements in order to protect public safety, reduce risks to adjacent properties and public infrastructure, and promote long-term property stability; and

WHEREAS, Grantee is the owner of certain real property that has experienced or is at risk of foundation failure and/or slope instability requiring repair and stabilization measures; and

WHEREAS, Grantee has applied for and been approved to receive a grant from Grantor in the lesser amount of [\$xx,xxx] or fifty percent (50%) of the total Grantor-approved project cost, subject to the terms and conditions set forth herein, for the purpose of completing approved foundation, slope, and/or foundation/slope repairs on the subject property; and

WHEREAS, the Parties desire to set forth their respective rights, duties, and obligations with respect to the grant funding and the performance of the approved repair work;

NOW, THEREFORE, in consideration of the mutual covenants, conditions, and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:



## SCOPE OF WORK

The real property located at [Address], **[Residential Condominiums or Residential One- and Two-Family Dwellings]** has been evaluated by [Professional Engineer's Name]. [Professional Engineer's Name] has analyzed the [foundation, slope, and/or foundation/slope repairs], and signs, seals, and attests that the failure is a result of the **Original Construction and Development**.

The [foundation, slope, and/or foundation/slope repairs] scope of work is [Project Specific]

## GRANTEE OBLIGATIONS

1. The Grantee shall only engage professional engineers and contractors who are licensed and in good standing in the Commonwealth of Virginia.
2. The Grantee shall ensure that all Prince William County approvals are obtained prior to commencing any repair work on the foundation, slope, and/or foundation/slope repairs, excluding emergency stabilization work.
3. The Grantee shall submit annual progress reports to the Grantor to document and attest to the status of the project and the projected completion date.
4. The Grantee shall submit the Foundation and Soil Management Fund Disbursement Request at the completion of the project.
5. The Grantee shall comply with all applicable federal, state, or County laws, ordinances, codes, regulations, requirements, permits, and approvals.

## INSPECTION AND COMPLIANCE PROVISIONS

By executing this Agreement, the Grantee hereby grants to the Grantor an unrestricted right-of-entry for the Grantor and any of its employees and agents to enter the property(s) that is the subject of this Agreement observe, inspect, and document the foundation repair or slope repair work and to ensure compliance with this Agreement. The County and its employees and agents may, are not required to, provide the Grantee with advance notice of any such entry. The Grantee shall indemnify, defend, and hold harmless the County and its officers, employees, and



agents against any legal action arising out of or related to any such entry onto the property(s) that is the subject of this Agreement to observe, inspect, and document the foundation repair or slope repair work. Nothing in this Agreement shall require the County and/or its employees or agents to observe or inspect such work.

### **DISBURSEMENT TERMS**

The Grantee shall obtain the required Prince William County Final Inspection Approvals and submit the Foundation and Soil Management Fund Disbursement Request, along with all required documents, to the Grantor for review and approval. Upon approval, the appropriate funds will be disbursed, subject to Board budget and appropriation of funds sufficient for this purpose.

### **DEFAULT**

The Grantee shall complete the foundation repair or slope repair within two (2) years of the Effective Date of this Agreement, or the Agreement will be held in default, and will result in the rescission of funding. Based on mitigating circumstances, the Grantee may request up to two (2) 1-year extensions at least thirty (30) calendar days in advance of default. The County shall not consider any extension request after default. Any such extension is solely at the County's discretion and County staff may request any additional information or documentation that it deems, in its sole discretion, necessary and/or appropriate to consider any extension request(s).

[County Standard for Agreement Signatures]