Permit #_____

MEMORANDUM OF UNDERSTANDING
BETWEEN THE COUNTY OF WARREN, VIRGINIA
AND PROPERTY OWNER FOR EROSION AND SEDIMENT CONTROL

THIS MEMORANDUM OF UNDERSTANDING, made this_____ day of _____, 20_____, by and between **THE COUNTY OF WARREN, VIRGINIA**, a political subdivision of the Commonwealth of Virginia, (hereinafter called the "County") and _____ (hereinafter called the "Owner").

W I T N E S S E T H:

WHEREAS, the Owner is the owner of property identified as Tax Map _____ and also known as _____ (hereinafter called the "Property"); and

WHEREAS, the Virginia Department of Conservation and Recreation requires the County to verify the establishment of permanent vegetation before issuance of a final occupancy permit; and

WHEREAS, this requirement applies to the construction of single family homes at all times of the year; and

WHEREAS, the time period from November 15th until March 1st is generally considered to have unacceptable conditions to allow for permanent stabilization to be established; and

WHEREAS, in order to comply with this requirement, the County operated erosion and sediment control program must have a process in place in the event the site does not meet this requirement; and

WHEREAS, the County operated program must ensure that the site reaches final stabilization before the program does final close out of the property; and

NOW THEREFORE, in consideration of the mutual covenants, terms and conditions contained herein, the parties hereto mutually covenant and agree as follows:

1. Certificate of Occupancy. If the Owner desires to receive a final certificate of occupancy between the time period of November 15th until March 1st and the Property does not have permanent vegetation, the Owner will only receive a final certificate of occupancy if the Owner agrees to achieve permanent stabilization in the timely manner described below.

2. Permanent Stabilization. The Owner agrees to have permanent stabilization established on the Property by May 31, 20_____. Permanent Vegetation must be attained in

accordance with Minimum Standard 3 in the Virginia Erosion and Sediment Control Regulations (9VAC25-840-40) which states "[a] permanent vegetative cover shall be established on denuded areas not otherwise permanently stabilized. Permanent vegetation shall not be considered established until ground cover is achieved that is uniform, mature enough to survive and will inhibit erosion."

3. Term of Agreement. This Agreement will become effective upon the signatures of both parties and will extend until the Property has achieved permanent vegetation as described above.

4. County Inspection. Once the Owner has achieved permanent stabilization, the County will inspect the Property for conformity with the Virginia Erosion and Sediment Control Regulations.

5. Noncompliance. If the Owner does not achieve permanent vegetation by the date stated above, the Owner may be charged with Erosion and Sediment Control Violations in accordance with Section 150-6 of the Warren County Code.

6. Indemnification. The Owner does specifically agree that they will protect and hold harmless the County, its officials, employees and agents from any and all claims, demands and causes of action of any nature for injuries or death of persons, or loss or damage to property, including the public, as the result of achieving permanent stabilization on the Property.

7. Interpretation. Interpretation of the provisions of this Agreement shall be in accordance with the laws of the State of Virginia.

8. Severability. Any term of this Agreement which is prohibited by, or is unlawful or unenforceable under Virginia law shall be ineffective only to the extent of such prohibition, without invalidating the remaining terms of this Agreement.

9. Binding Upon Successors. This Agreement shall be binding upon the parties hereto and their successors in interest, including but not limited to heirs, assigns, executors, and administrators.

10. Authority. The parties to this Agreement each warrant and acknowledge that the person signing this Agreement has full legal authority to bind such party to this Agreement.

11. Entire Agreement. This Agreement constitutes the entire, full, and complete understanding and agreement of the parties, and may not be modified orally or in any other manner than by agreement in writing signed by all parties to the Agreement or their respective successors in interest.

IN WITNESS THEREOF, the parties below have caused this Memorandum to be duly executed the date and year above written, all by due authority.

COUNTY OF WARREN, VIRGINIA

By:_____
Dr. Edwin C. Daley, County Administrator

COMMONWEALTH OF VIRGINIA COUNTY OF WARREN, TO-WIT:

I,_____, a Notary Public in and for the Commonwealth of Virginia At Large, do hereby certify that Dr. Edwin C Daley, County Administrator of the County of Warren, Virginia, whose name is signed on behalf of the County of Warren, Virginia to the foregoing Memorandum of Understanding has this day personally appeared and acknowledged the same before me in my state and in the County aforesaid.

Given under my hand this_____day of_____, 20_____.

_____
Notary Public

Commission expiration date: _____
Notary registration number: _____

PROPERTY OWNER

By: _____

COMMONWEALTH OF VIRGINIA COUNTY/CITY OF_____, TO-WIT:

I,_____, a Notary Public in and for the Commonwealth of Virginia At Large, do hereby certify that_____whose name is signed to the foregoing Memorandum of Understanding has this day personally appeared and acknowledged the same before me in my state and in the County aforesaid.

Given under my hand this_____day of_____, 20_____.

_____
Notary Public

Commission expiration date: _____
Notary registration number: _____

Approved as to form:

_____
County Attorney