GPIN

PREPARED WITHOUT BENEFIT OF TITLE EXAMINATION

**HOLD HARMLESS AGREEMENT**

THIS HOLD HARMLESS AGREEMENT is dated this \_\_\_\_\_\_\_ day of Month, Year, by **XXX,** a XXX Company/Corporation/LLC/etc., to be indexed as GRANTOR (hereinafter referred to as “XXX”); and **THE BOARD OF COUNTY SUPERVISORS OF PRINCE WILLIAM COUNTY, VIRGINIA** a body corporate and politic, to be indexed as GRANTEE (hereinafter referred to as “County”).

WITNESSETH:

WHEREAS, XXX, is now or was formerly the owner of tracts of land known as XXX, as duly platted and dedicated by the Deed of XXX and corresponding plat recorded as Instrument Number \_\_\_\_\_\_\_\_, respectively (hereinafter, the “XXX”), among the land records for Prince William County, Virginia, being land acquired by XXX by deed recorded as Instrument Number \_\_\_\_\_\_\_\_, among the aforesaid land records.

WHEREAS, XXX conveyed to the County Storm Drain Easements over and across a portion of the XXX Property, as more particularly described and set forth in the XXX Deed and Plat (the “Storm Drain Easements”).

WHEREAS, a STRUCTURE(S) (PROVIDE SPECIFICS ON STRUCTURES HERE) is proposed to be constructed OR is constructed and in existence (EDIT AS NECESSARY FOR PROPOSED STRUCTURES IN SWM EASEMENTS OR EXISTING STRUCTURES WHERE SWM EASEMENTS ARE TO BE CREATED) on XXX property known as Parcel XXX, and falls within the storm easement (PROVIDE SPECIFICS OF WHICH STORM EASEMENT IT FALLS WITHIN, I.E. EAST SIDE STORM EASEMENT BETWEEN MH1 AND MH2) of the approved plan, as more particularly shown on Exhibit A attached hereto and made a part hereof by this reference. This STRUCTURE(S) (PROVIDE SPECIFICS ON STRUCTURES HERE) is to DESCRIBE WHAT THE STRUCTURE IS FOR. The XXX has the responsibility to maintain the STRUCTURE(S) (PROVIDE SPECIFICS ON STRUCTURES HERE) located therein in accordance with said XXX Deed, and desires to join this Hold Harmless Agreement for purposes of acknowledging the matters set forth herein.

WHEREAS, the County has requested that XXX release the County and hold the County harmless from any claim in any way relating to damage to or destruction of any STRUCTURE(S) (PROVIDE SPECIFICS ON STRUCTURES HERE) located within the XXX property resulting from the County's maintenance or repair of the facilities contained within said Storm Drain Easement (IDENTIFY APPROPRIATE EASEMENT HERE REVISE IF NOT STORM DRAIN EASEMENT, I.E. SWM ACCESS EASEMENT), should such repair or maintenance become necessary as determined by the County.

 NOW THEREFORE, in consideration of the premises, the sum of Ten Dollars ($10.00), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, XXX, on behalf of themselves and their respective successors and assigns, do hereby release County from and agree to indemnify County against all claims relating to or arising out of the possible damage or destruction of any STRUCTURE(S) (PROVIDE SPECIFICS ON STRUCTURES HERE) located on the XXX property in conjunction with the County's maintenance or repair of any of the storm drainage facilities contained within the Storm Drain Easement (IDENTIFY APPROPRIATE EASEMENT HERE REVISE IF NOT STORM DRAIN EASEMENT, I.E. SWM ACCESS EASEMENT).

XXX, as the party responsible for the maintenance of the STRUCTURE(S) (PROVIDE SPECIFICS ON STRUCTURES HERE) located therein in accordance with the XXX Deed, join this Hold Harmless Agreement to acknowledge and consent to the matters set forth herein.

[SIGNATURES AND NOTARIES CONTINUE ON THE FOLLOWING PAGES]

WITNESS the following signatures and seals:

 GRANTOR:

 XXX,

 a XXX company

 By:

 Name:

 Title:

STATE/COMMONWEALTH (remove state or commonwealth as applicable) OF XXX:

COUNTY/CITY (remove county or city as applicable) OF \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, to-wit:

 I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,a Notary Public in and for the County and State/Commonwealth aforementioned whose commission expires on the \_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_, do hereby certify that \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (name), as XXX (title) of XXX, a XXX company whose name is signed to the foregoing Agreement, has acknowledged the same before me in my said County and State/Commonwealth.

Subscribed and sworn to before the undersigned Notary Public, this \_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_.

 My Commission expires: \_\_\_\_\_\_\_\_

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Notary Public

 Registration Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 THE BOARD OF COUNTY SUPERVISORS OF

PRINCE WILLIAM COUNTY, VIRGINIA

 By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Name:

Director of Public Works

ATTEST:

COMMONWEALTH OF VIRGINIA:

COUNTY OF PRINCE WILLIAM, to-wit:

I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,a Notary Public in and for the County and State aforementioned whose commission expires on the \_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_ ,do hereby certify that \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, as Director of Public Works, whose name is signed to the foregoing Agreement, has acknowledged the same before me in my said County and State.

Subscribed and sworn to before the undersigned Notary Public, this \_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

NOTARY PUBLIC

 Commission expiration:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Registration number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

<SSFnbr>#2742586v2</SSFnbr> <SSFnbr></SSFnbr> <SSFcm>46577/00008</SSFcm>