

## ***AGREEMENT***

This Agreement is made and entered into by and between **CAMPBELL COUNTY** and **WILEY & WILSON** for the purpose of clarifying duties to be undertaken by the parties with respect to rectifying concerns related to the Phase 2 design and construction of the Seneca Commerce Park Road in Campbell County.

**WHEREAS**, Campbell County authorized Wiley & Wilson to survey and design a stormwater management facility as part of the development and construction of the County's Seneca Commerce Park on March 13, 2004;

**WHEREAS**, a perennial stream and related spring were not identified as part of this process;

**WHEREAS**, the stormwater management facility was designed and constructed in a manner which interferes with the flow of the perennial stream and is in violation of federal and state laws and regulations;

**WHEREAS**, the U.S. Army Corps of Engineers and the Virginia Department of Environmental Quality have directed that the stormwater management structure must be removed and the stream must be restored to more closely resemble its original condition;

**WHEREAS**, the U.S. Army Corps of Engineers and the Virginia Department of Environmental Quality have directed that a replacement storm water pond to handle the storm water from the road must be constructed prior to removing the now existing storm water pond dam;

**NOW THEREFORE**, Campbell County and Wiley & Wilson understand and agree that they will work together to meet the requirements of the regulatory agencies and will do so by undertaking the below-listed roles and responsibilities expressed in this Agreement, as consideration for this Agreement, as follows:

### **I. Individual Responsibilities**

#### **A. Wiley & Wilson**

- Wiley & Wilson will comply with the reasonable direction of the U.S. Army Corps of Engineers and the Virginia Department of Environmental Quality to meet their requirements for modifications to the stormwater management structure and keep Campbell County out of DEQ enforcement concerning matters related to the subject matter of this agreement at the full expense of Wiley & Wilson, expected to include removal of the existing pond, restoration of the perennial stream, and construction of a replacement stormwater pond for the road construction and adjacent area development, as reflected in the second bullet on paragraph A and the third bullet in paragraph B hereof.

- Wiley & Wilson will identify whether any of the proposed roadway stormwater management facilities could be expanded to accommodate drainage from any of the proposed lots at Seneca Commerce Park, including recreation lots.
- Wiley & Wilson will design site modifications to comply with regulatory requirements at the full expense of Wiley & Wilson.
- Wiley & Wilson will contract and pay for, except as provided below, for the construction of any and all necessary site modifications.

**B. Campbell County**

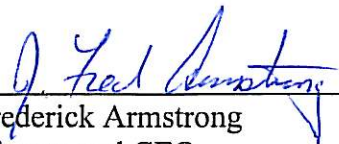
- Campbell County will provide, regarding Wiley & Wilson, any and all information in its possession relative to the site and this matter.
- Campbell County will provide all reviews, approvals, permits, and easements necessary to accomplish the work outlined in this Agreement.
- Campbell County will agree to fund that proportion of the costs of enlargement of the replacement storm water pond for the road due to recreational use.
- Campbell County will agree to forbear litigation against Wiley & Wilson contingent upon Wiley & Wilson's compliance with redesign of the project, removal of the existing facility, and reconstruction of a new facility.

**II. Duration of the Agreement**

This Agreement shall remain in place until otherwise agreed to by the parties.

**III. Agreed to,** by the undersigned, this \_\_\_\_\_ day of November, 2007. This Agreement is executed pursuant to due corporate authority.

X \_\_\_\_\_  
 R. David Laurrell  
 Campbell County Administrator

X  \_\_\_\_\_  
 J. Frederick Armstrong  
 Chairman and CEO  
 Wiley & Wilson

Approved as to Form: \_\_\_\_\_  
 David W. Shreve, County Attorney