



## **EROSION & SEDIMENT CONTROL AGREEMENT**

THIS AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between \_\_\_\_\_  
\_\_\_\_\_, party of the first part, hereinafter call  
Developer, and the BOARD OF COUNTY SUPERVISORS OF CULPEPER COUNTY, VIRGINIA, party of  
the second part, hereinafter call Board.

### **WITNESSETH:**

IN CONSIDERATION OF the approval by the Board through its designee, of an approved Erosion & Sediment Control Plan for a project known as (Name) \_\_\_\_\_  
\_\_\_\_\_. The Developer, for himself, and his heirs, personal representatives, assigns, or other successors in interest, agrees to construct, install and maintain all of the Erosion and Sediment Controls, physical improvements and facilities shown on the approved E&S Plan and any approved revisions thereof.

### **DEVELOPER FURTHER AGREES:**

- That no construction or improvement required hereunder shall be considered complete until it is inspected and accepted by the County of Culpeper.
- To install all erosion controls in accordance with the approved plans. The developer further agrees to be responsible for all maintenance of such controls and to be responsible for damages on or off site resulting from failure to do so, and to provide such additional controls as reasonable in the County's discretion required to prevent damages on or off site.
- To provide an Erosion and Sediment Control Performance Guaranty with cash/check or letter of credit satisfactory to the County, in accordance with the County's adopted Performance Guaranty Policy, to secure performance of this agreement. **Said Guaranty shall be in the amount of**  
\_\_\_\_\_
- To hold harmless the County from all loss or damage to property, or injury or death of any and all persons, or from any suits, claims, liability or demands in connection with the physical improvements, erosion and sediment controls and facilities however caused, arising directly or indirectly from construction, failure to maintain or use of such improvements prior to final acceptance.
- That any clause or portion of this Agreement is found not to be valid and binding, the remainder shall continue in full force and effect.

IN WITNESS of which the parties have signed and sealed the Agreement.

DEVELOPER

Legal Name and Address:

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

Signature(s): \_\_\_\_\_

By: \_\_\_\_\_  
Signatory's Printed Name

\_\_\_\_\_  
Signatory's Title

ACKNOWLEDGEMENT OF DEVELOPER

State of \_\_\_\_\_.

County of \_\_\_\_\_, to wit:

The foregoing instrument was acknowledged before me \_\_\_\_\_ Day of  
\_\_\_\_\_ this, 20\_\_\_\_, by \_\_\_\_\_

(Name of Person Signing for Developer and Person's Position Title

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_.

Erosion & Sediment Program Administrator

Department of Development

Culpeper County, VA

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

Erosion & Sediment Program Administrator

ACKNOWLEDGEMENT OF CULPEPER COUNTY

State of \_\_\_\_\_:

County of Culpeper, to wit:

The foregoing instrument was acknowledged before me this \_\_\_\_ Day of  
\_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_

\_\_\_\_\_, Erosion & Sediment Program Administrator of the Department  
of Development of Culpeper County, Virginia.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

Approved as to form: \_\_\_\_\_, Culpeper County Attorney