



Erosion & Sediment Control Agreement

THIS AGREEMENT made this ____ day of _____, _____ by and between _____, party of the first part, hereinafter call Developer and the BOARD OF 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 _____.**
- The Owner does covenant and agree that it will, without cost to the County, before _____, construct to the approval of the County all physical improvements as required by the Subdivision and Zoning Ordinances of the County, or shown on the site plan or plan of development approved by the County and such state and federal agencies as may be required to give their approval. If, in the sole judgment of the County, circumstances beyond the control of the Owner [and Developer] prevent the Owner [and Developer] from completing the improvements in the time set forth herein, then the County may at its sole discretion grant an extension of time for completion of said improvements and in such instance the County shall require an amended bond, letter of credit, or certified check, approved as to form by the County Attorney, and with surety satisfactory to the County in an amount to guarantee the installation of the aforementioned improvements.
- 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: _____

Name

 Title

ACKNOWLEDGEMENT OF DEVELOPER

State of _____.

County of _____, to wit:

The foregoing instrument was acknowledged before me this _____ Day of _____

_____, _____, by _____
 (Name of person and title, if applicable)

 Notary Public My Commission Expires: _____

Erosion & Sediment Program Administrator
 Department of Development
 Culpeper County, VA

By: _____
 Erosion and Sediment Program Administrator

ACKNOWLEDGEMENT OF CULPEPER COUNTY

State of _____.

County of _____, to wit:

The foregoing instrument was acknowledged before me this _____ Day of _____

_____, _____, by _____
 (Name of person and title, if applicable)

 Notary Public My Commission Expires: _____

Approved as to form: _____, Culpeper County Attorney