County	Escrow	#:	



PRINCE WILLIAM COUNTY Department of Development Services – Land Development Division

SILTATION & EROSION CONTROL AGREEMENT

TH	HIS AGREEMENT, made this	day of	, 20	by and between
County, V	n, hereafter called "Developer," part irginia hereinafter called "County," p called "Agent," party of the third pa	party of the second part, a	Board of County Sunnd	pervisors of Prince William
		WITNESSETH:		
W (Plan Nam	HEREAS, Developer, desires approv	val of plans for (Plan Nun	nber)	, which plans
include pro	ne)ovision of siltation and erosion contr	ol measures as required b	y the Policies and Or	dinances of the County; and
W measures,	HEREAS, County desires to ensure	the installation, maintenan	nce and adequate per	formance of such control
and in furt	OW, THEREFORE, for and in consideration of the approval of the done thereunder within	the aforesaid plans by the	County and issuance	e of permits for the work
1. Develo	per has provided a guarantee to the C	County in the form of one	of the following:	
a).	. Cash deposit with Prince William (County, receipt #		
b)	. Cash deposit in a FDIC or FSLIC i		Virginia	
	Name of Institution		Account Nu	ımber
c).	. Letter of Credit #			
	from (Name of Institution)			
e).	. Corporate Surety #			
	from (Name of Bonding Company	r)		

2. If the parcels covered by the above-referenced plans, or any parcels adjacent to or downstream therefrom, have been cleared, used or maintained in violation of the County or State Erosion Control Regulations, the County shall have the right to enter upon the developer's property or any property adjacent or downstream therefrom and construct such measures or do such other work as may be necessary to prevent further erosion or siltation and to remedy any outstanding violations of County or State Erosion and Sediment Control Regulations provided that the County shall first give notice in writing to the developer or his superintendent of its intent so to do.

Plan Name:	Plan No:	
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- 3. In the event measures for the control of siltation and/or erosion have been constructed, but fail, through overload and/or inadequate maintenance, to perform the function for which they were intended, County may enter to perform such reconstruction or maintenance as may be necessary to restore performance in accord with the plans, or approved revisions thereof, upon giving notice in writing to Developer or his superintendent of its intent so to do.
- 4. In the event there occurs siltation and/or erosion from the property covered by the plans referred to herein in sufficient quantity adversely to affect downstream drainage, or travel or any street, road, highway or other public way, then County may take such steps as may be necessary to restore functions to the affected drainage or travelway.
- 5. In the event County performs work of any nature, including labor, use of equipment, and materials, under the provisions of 2., 3. and 4. above, either by force account or contract, Agent shall disburse to County on its order within five days of receipt of written demand thereof, such sum or sums as may be supported by invoice attached to such demand, provided, however, that Agent's liability so to disburse shall be limited to the undistributed balance in its hands of escrow amount. A copy of such demand and invoice shall be delivered or mailed by County to Developer.
- 6. In the event Agent makes disbursement pursuant hereto, Developer agrees to deposit within ten (10) days of such disbursement, an amount sufficient to restore escrow amount to its original balance. Failure to make such deposit shall result in the suspension of all building permits on this project.
- 7. It is expressly agreed by all parties hereto that it is the purpose and intent of this agreement to ensure the installation, maintenance, and performance of measures provided for on approved plans or revisions thereof or as required by County or State Erosion and Sediment Control Regulations, for the control of siltation and erosion, and for the restoration of function of facilities for drainage or vehicular travel if such facilities are adversely affected in their function by siltation or erosion from the property the subject of such plans. This agreement shall not be deemed to create or affect any liability of any party hereto for any damage alleged to result from or be caused by erosion or siltation.
- 8. It is expressly agreed by the parties hereto that the escrow amount shall be held by Agent unless distributed in accordance with 5. above, or paid to County as part of the cost of the completion of improvements required by ordinance and/or bond to be installed, or released in writing by the Director, Department of Development Services or designated Agent for the County.
- 9. Agent that acknowledges deposit of cash escrow shall be a permanent resident of and shall be bonded in the State of Virginia for an amount in excess of the aforementioned amount of deposit. The permanent mailing address of the Agent shall be included in this Agreement and it is expressly agreed hereto that County shall be notified not less than ten (10) days prior to changing of this address.

IN WITNESS of which the parties have signed this Agreement.

DEVELOPER – This document shall be signed by an authorized person(s). Individuals who have the authority to bind an organization are Partners of a Partnership or Joint Venture, President or Vice President of a Corporation and Member or Manager of a Limited Liability Company. For any person signing in a representative capacity (e.g., an attorney-infact), notarized evidence of authority must be furnished.

Plan Name:	Plan No:
Type of Organization: (e.g., Corporation, Partnership, Limited Liabilit	ry Company, etc.)
Legal Name:	
Signature	its Title
Print Name:	Telephone #:
Developer's E-Mail Address:	
•	
AC	KNOWLEDGMENT OF DEVELOPER
STATE OF	:
COUNTY OF	
	nowledged before me this day of
20, by	(Name of Person Signing Above)
Notary Public	My Commission expires:
Notary I.D. Number:	

lan Name:	Plan No:		
eposit, then the institution must sign	Institution holding the cash deposit or providing the letter of credit. If cash a below and provide an account number. If a letter of credit is provided, the the agent. The Prince William Board of County Supervisors is the agent when a		
gent Name:	Account #:		
ddress:			
Signature	its Title		
rint Name:	Telephone #:		
gent's E-Mail Address:			
	ACKNOWLEDGMENT OF AGENT		
ГАТЕ ОГ	<u>:</u>		
OUNTY OF			
	cknowledged before me this day of		
), by	(Name of Person Signing Above)		
Notary Public	My Commission expires:		
otary I.D. Number:			
BOARD OF COUNTY S	SUPERVISORS OF PRINCE WILLIAM COUNTY, VIRGINIA		
	By:Bonds and Permits Administrator		
ГАТЕ OF	<u>:</u>		
OUNTY OF			
The foregoing instrument was a	cknowledged before me this day of		
), by			
-	(Name of Person Signing Above)		
Notary Public	My Commission expires:		
otary I.D. Number:			