

EROSION AND SEDIMENT CONTROL AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 20 _____, by and between _____ a/an (specify entity), hereinafter called "Land Owner," party of the first part, and the County of Goochland, Virginia, hereinafter called the "County," party of the second part.

WITNESSETH

WHEREAS, Land Owner desires approval of plans to _____ located at _____, which plans include provision for erosion and sediment control measures as required by the Erosion and Sediment Control Ordinance, Chapter 5 of the Code of the County of Goochland, Virginia, (collectively, the "Plans"); and

WHEREAS, County desires to ensure the installation, maintenance and adequate performance of such control measures.

NOW THEREFORE, for and in consideration of the foregoing premises and the following terms and conditions, and in further consideration of the approval of the aforesaid Plans by the County and the issuance of permits for the work proposed to be done in accordance therewith, the parties hereto agree to follows:

1. Land Owner agrees that, upon the execution of this Agreement, it shall either:
 - a. Deposit with the County, and County by its execution hereof acknowledges that it holds in escrow, the sum of _____ Dollars (\$_____), which deposit is subject to the terms of this Agreement, or;
 - b. Furnish the County an irrevocable Letter of Credit or Performance Bond, the terms and conditions of which are acceptable in substance and in form to the County Attorney, in the sum of _____ Dollars

(\$_____), which letter of credit or performance bond is subject to the terms of this Agreement.

The deposit, letter of credit or performance bond is designed to ensure performance of the Land Owner's obligations and to ensure full and complete reimbursement to the County in the event that the County performs work or causes work to be performed pursuant to paragraphs 2, 3 or 4 of this Agreement.

2. In the event that measures for the control of sedimentation and/or erosion as required by on the Plans referred to herein, or on any approved subdivision thereof, are not constructed in accordance with the Plans, the County shall have the right to enter upon Land Owner's property and construct such measures or do such other work as may be necessary to prevent further erosion or sedimentation, provided that County shall first give notice in writing to Land Owner or his superintendent of its intent so to do.

3. In the event measures for the control of sedimentation 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, in like manner to Paragraph 2 above, enter upon Land Owner's property to perform such reconstruction or maintenance as may be necessary to restore performance in accord with the Plans, or any approved revisions thereof, upon giving notice in writing to Land Owner or his superintendent of its intent so to do.

4. In the event there occurs sedimentation and/or erosion of the property covered by the Plans referred to herein in sufficient quantity to adversely affect downstream drainage, or travel on any street, road, highway, or public way, then County may, in like manner to Paragraph 2, take such steps as may be necessary to restore functions to the affected drainage or travel way.

5. In the event County performs or caused to be performed work of any nature, including labor,

use of equipment, and materials, under the provisions of Paragraphs 2, 3 or 4 above, either by County forces or via contract, the County may draw upon Land Owner's deposit, letter of credit or performance bond in such amount and to the extent necessary to provide full and complete reimbursement to the County for such work performed or caused to be performed pursuant to the provision of Paragraphs 2, 3 or 4 above. The County will deliver or mail to Land Owner a copy of an invoice for any work performed or caused to be performed pursuant to this Agreement.

6. In the event County makes disbursement or causes disbursements to be made from the security amount required by Paragraph 1 pursuant hereto, Land Owner agrees that within thirty (30) calendar days of such disbursement it will either:

- a. To deposit an amount sufficient to restore escrow amount to its original balance; or
- b. To furnish an additional letter of credit or performance bond in the amount

necessary to restore the amount of the initial letter of credit or performance bond.

7. In addition to Paragraph 6 above, and notwithstanding any other provision of this Agreement to the contrary, where the cost of the work the County performs or causes to be performed pursuant to the provisions of either Paragraphs 2, 3 or 4 above, either by County forces or contract, exceeds the amount of deposit in escrow, letter of credit or performance bond held by the County, Land Owner shall pay in full to the County such cost incurred by the County in excess of the escrow deposit, letter of credit or performance bond within thirty (30) calendar days of the time the County incurred such cost.

8. 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 the approved Plans or revisions thereof, for the control of erosion and sedimentation, and for the restoration or functions of facilities for drainage or vehicular travel if such facilities are adversely affected in their function by sedimentation or erosion from the property, the subject of such Plans.

9. It is expressly agreed by the parties hereto that either:

- a. The escrow amount shall be held by County unless utilized in accordance with Paragraph 5 above, or paid to County as part of the cost to complete the improvements or remediation measures required by the Plans or this Agreement or is otherwise released to the Land Owner by the County, through its agent, the Community Development Office; or
- b. The letter of credit or performance bond shall be held by the Community Development Office unless distributed or drawn upon in accordance with Paragraph 5 above or paid to the County as part of the cost of the completion of improvements or remediation measures required by the Plans or this Agreement or is otherwise released to the Land Owner, or released in writing by the County, through its agent, the Community Development Office.

WITNESS the following signatures and seals.

Land Owner

Attest: _____ By: _____

County of Goochland, Virginia

Attest: _____ By: _____

Its: _____