

**COUNTY OF STAFFORD
PERFORMANCE GUARANTEE
SINGLE LOT EROSION AND SEDIMENT CONTROL**

THIS AGREEMENT made this _____ day of _____, 20____, by and between _____, hereinafter DEVELOPER, and the BOARD OF SUPERVISORS OF STAFFORD COUNTY, VIRGINIA, hereinafter “the BOARD”. Hereinafter the Agent shall be defined as the County Administrator or his/her designee.

WITNESSETH:

WHEREAS, the Board, through its agent, has approved a lot grading plan for assigned address _____ as shown on the plat/plan dated _____ by _____, being incorporated herein by reference; and

IN CONSIDERATION OF such approval the Developer, for himself, his heirs, personal representatives, assigns, or other successors in interest, agrees to construct and install all of the physical improvements and facilities shown on the approved plats, plans and/or profiles, and all approved revisions thereof, on or before one year from the issuance of the building permit.

DEVELOPER FURTHER AGREES:

1. To comply with all the requirements of the Stafford County Code which shall include the applicable sections of the Security Policy adopted by the Board on June 18, 2013 and as subsequently amended, and that failure to do shall constitute default under this Agreement.
2. To comply with the Erosion & Sediment Control Ordinance as follows:
 - A. To become fully familiarized with and understand the provisions of the Stafford County Erosion and Sediment Control Ordinance (hereinafter E&S Ordinance) and Program, and to accept responsibility for carrying out the Lot Grading Plan for the above-referenced project as approved by the County.
 - B. To grant the right-of-entry to designated personnel of Stafford County for the purpose of inspecting and monitoring for compliance in accordance with the E&S Ordinance.
 - C. To obtain the necessary Building or Grading Permit/s from the Agent and to abide by all requirements thereof.
 - D. To conform all projects to no less than the minimum Standards and Specifications expressed in the Virginia Erosion and Sediment Control Handbook, Chapter 3, unless the standards established by the County are more restrictive than the minimum standards, or a variance has been granted in writing by the Agent.

- E. To notify the Agent when i) the work commences and ii) when the project is completed.
 - F. To not commence any other work (including, but not limited to grading, excavating, construction) on the project until all of the required and approved erosion and sediment controls are in place as specified on the approved Lot Grading Plan.
 - G. To be responsible for any and all damages to any other properties already in place as a result of work performed under this Agreement.
 - H. To provide, maintain, repair and replace as necessary all of the erosion and sedimentation control, drainage improvements and any other improvements as required and shown on the approved Lot Grading Plan and any approved revision thereof.
 - I. To furnish and install sod on all lots less than 30,000 square feet in size. Such sod shall be installed in accordance with the Standards and Specifications for Sodding as provided for in the Virginia Erosion and Sediment Control Handbook. The installation shall occur and be completed prior to the issuance of an occupancy permit.
3. To repair and/or maintain all improvements described in Paragraph 2 (A-J) above and to complete them to the satisfaction of the Agent within the specified timeframe provided by the Agent.
 4. To make emergency repairs and/or maintain the physical improvements and/or facilities, as deemed necessary by the Agent, and to do so as soon as practicable, but in no case more than twenty-four (24) hours after notification by the Agent.
 5. That failure to complete all necessary construction, repairs and/or maintenance, and to maintain the erosion and sediment controls, as described above, shall constitute default under this Agreement. Upon default, the Agent may issue a notice of violation, stop work order and/or make demand of the surety for immediate action to bring the site into compliance with the plan or payment of the cost of the Board, through its Agent, to affect such maintenance and/or repairs
 6. That no construction or improvement required hereunder shall be considered complete until it is accepted by the Agent and the governmental unit which is to have ultimate responsibility for its maintenance. The Developer further agrees to be responsible for all maintenance and correction of deterioration of the physical improvements and facilities until such acceptance occurs.
 7. To indemnify and 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 and facilities, however caused, arising directly or indirectly from the construction of, or the failure to maintain, or the use of such improvements prior to final acceptance.
 8. That if any clause or portion of this Agreement is found invalid and non-binding, the remaining clauses or portions shall continue in full force and effect. The parties intend that each provision of this Agreement be valid and binding upon each and all of them, and expressly agree to abide thereby.
 9. That in the event that any suit, action or proceeding is brought by the County to enforce any provision of this Agreement, it is expressly agreed and understood that, regardless of when the breach of this Agreement occurs, the measure of damages recoverable shall be the total cost of the completion of the work required under this Agreement, adjusted for inflation, plus 25% administrative costs, and all legal costs to include attorney's fees established as of the earlier of the following two dates:

- A. When the work is actually completed and/or corrected and such work is approved and accepted by the appropriate County and/or state agency; or
- B. The date of completion of any trial on the matter.

10. Security provided to the Board:

Please check the appropriate box and fill in the information

<input type="checkbox"/>	CASH ESCROW, CASHIER'S OR CERTIFIED CHECK Check date: _____ Check number: _____ Bank: _____
<input type="checkbox"/>	LOC LOC date: _____ LOC number: _____ Bank: _____

In the respective amount(s) of:

Please check the appropriate box

Single Family Dwellings

Townhouse

Security Amount	\$ 2,500	Security Amount	\$500
Securities Processing Fee	175.00	Securities Processing Fee	175.00
2.75% Technology Fee	<u>4.81</u>	2.75% Technology Fee	<u>4.81</u>
Must be paid with the building permit fees	179.81	Must be paid with the building permit fees	179.81
Total Amount of Security Held by the Board	\$2,500	Total Amount of Security Held by the Board	\$500

To Be Completed By County Staff

Received by: _____ **Date:** _____

STAFFORD COUNTY BOARD OF SUPERVISORS

By: _____
Frederick J. Presley
County Administrator

WITNESS THE FOLLOWING SIGNATURES AND SEALS:

This page must be complete in order to process

Company: _____
Company Name

Name: _____
***Print or Type Owner/Officer
Authorized signer as listed below

Title: _____

Address: _____

State of: _____ Zip _____
(Corporation /Partnership Indicate State where registered)

Taxpayer ID#: _____

Telephone No.: _____

Fax Telephone: _____

E-mail Address: _____

By: _____
Signature of signer above

STATE OF _____

COUNTY OF _____, to wit:

Acknowledged before me this ____ day of _____, 20 ____, by

_____, Developer/Owner.
(Name of Owner/Officer/Authorized Signer above)

Notary Public

My Commission Expires:

Authorized Signatures as follows:

- Incorporated Company..... President, Vice President, Secretary or Treasurer
- Unincorporated Entity..... Owner
- Partnership.....Partner