

EROSION AND SEDIMENT CONTROL ORDINANCE

**PERFORMANCE AGREEMENT
WITH RESIDENTIAL PROPERTY OWNERS**

COUNTY OF KING AND QUEEN, VIRGINIA

I, _____, an individual residential property owner of King and Queen County, Virginia (hereinafter referred to as "OWNER"), am held bound firmly unto the County of King and Queen, Virginia (hereinafter referred to as "COUNTY"), in the sum of **One Thousand and No/100 Dollars (\$1,000.00)**, the payment of which the OWNER binds him/herself, its respective heirs, executors, administrators, successors, and assigns, both jointly and severally;

WHEREAS, the OWNER has received approval of a land disturbance permit (E&S-____-____, approved on _____) under the provisions of Chapter 5, Title II of the Code of King and Queen County, Virginia, known as the Erosion and Sediment Control Ordinance, under which the OWNER has agreed to accept responsibility for properly implementing and carrying out the Erosion and Sediment Control measures set forth in the Erosion and Sediment Control Agreement in Lieu of a Plan identified earlier in this paragraph. The erosion and sediment control measures described in this Agreement shall be located on the property described below:

- (1) _____ acres in the _____ Magisterial District, King and Queen County, Virginia;
- (2) King and Queen County Tax Map No. _____;
- (3) Name of the Project: _____.

NOW, THEREFORE, the conditions of this obligation are such that the OWNER in all respects shall comply with the Erosion and Sediment Control Agreement in Lieu of a Plan identified above, as well as the applicable provisions of the Erosion and Sediment Control Ordinance of the King and Queen County Code, the standards and specifications of the Virginia Erosion and Sediment Control Handbook (1992), and amendments thereto.

FURTHER, the OWNER understands that he/she is entering into this Performance Agreement because the OWNER has requested issuance of a permanent Certificate of Occupancy but has not complied fully with the King and Queen County Erosion and Sediment Control Ordinance. The \$1,000.00 check, which is the Erosion and Sediment Control Performance Surety for the property described above, will be deposited into the Treasury of the COUNTY. The County will release this Surety when the grass on this property is established and the site is stabilized, to the satisfaction of a County inspection. If the obligations are satisfied completely in all respects, then this Agreement shall become void; and the cash escrow or the unexpended or unobligated portion shall be returned to the OWNER, without interest, within sixty (60) days of the final site inspection by County staff verifying satisfactory stabilization of said site. Otherwise, this Agreement shall remain in full force and effect. A violation of any particular condition of this Agreement shall be deemed to be a breach of the obligation of the OWNER, and the \$1,000.00 shall be forfeited.

FURTHER, it is an additional condition of this obligation that the OWNER will indemnify fully and hold harmless the COUNTY from all costs and damages which the OWNER may suffer by reason of the OWNER's failure to comply with all of the conditions of this Agreement and said Ordinance.

FURTHER, under this Agreement, grass should be growing within thirty (30) days from the date of this Agreement. For good cause shown, the term of this Agreement may be renewed for an additional thirty-day period upon County approval.

AND FURTHER, in the event of default, the OWNER shall be responsible and must repay the COUNTY all costs and expenses, including attorney's fees, which the COUNTY may incur in the prosecution of any legal proceeding against the OWNER.

IN WITNESS WHEREOF, the OWNER has caused his/her name to be subscribed hereto on this _____ day of _____, 20____.

ATTEST:

OWNER: _____ (Name Printed or Typed)

_____ (Signature)

AGENT: _____ (Name Printed or Typed)

_____ (Title)

_____ (Address)

_____ (Telephone Number)

_____ (Signature)

COUNTY: _____ (Name Printed or Typed)

Zoning Administrator of King and Queen County (Title)

_____ (Signature)