

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 on 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-in-fact), notarized evidence of authority must be furnished.

Plan Name: _____ Plan No: _____

Type of Organization:

(e.g., Corporation, Partnership, Limited Liability Company, etc.) _____

Legal Name: _____

Address: _____

BY _____ its _____
Signature Title

Print Name: _____ Telephone #: _____

Developer's E-Mail Address: _____

ACKNOWLEDGMENT OF DEVELOPER

STATE OF _____ :

COUNTY OF _____ : to wit:

The foregoing instrument was acknowledged before me this _____ day of _____,
20_____, by _____
(Name of Person Signing Above)

Notary Public My Commission expires: _____

Notary I.D. Number: _____

Plan Name: _____ Plan No: _____

AGENT – The name of the financial institution holding the cash deposit or providing the letter of credit. If cash deposit, then the institution must sign below and provide an account number. If a letter of credit is provided, the institution does not need to execute as the agent. The Prince William Board of County Supervisors is the agent when a cash escrow is posted with the County.

Agent Name: _____ Account #: _____

Address: _____

BY _____ its _____
Signature Title

Print Name: _____ Telephone #: _____

Agent's E-Mail Address: _____

ACKNOWLEDGMENT OF AGENT

STATE OF _____:

COUNTY OF _____: to wit:

The foregoing instrument was acknowledged before me this _____ day of _____,
20_____, by _____
(Name of Person Signing Above)

Notary Public My Commission expires: _____

Notary I.D. Number: _____

BOARD OF COUNTY SUPERVISORS OF PRINCE WILLIAM COUNTY, VIRGINIA

By: _____
Bonds and Permits Administrator

STATE OF _____:

COUNTY OF _____: to wit:

The foregoing instrument was acknowledged before me this _____ day of _____,
20_____, by _____
(Name of Person Signing Above)

Notary Public My Commission expires: _____

Notary I.D. Number: _____