

EROSION AND SEDIMENT CONTROL AGREEMENT

THIS AGREEMENT made this the _____ day of _____, 20____, by and between _____, hereinafter referred to as the Developer; and the CITY OF ROANOKE, a municipal corporation of the Commonwealth of Virginia, hereinafter referred to as the City,

W I T N E S S E T H:

THAT, WHEREAS, the Developer has proposed to undertake a land disturbing activity upon a certain parcel of land situate in the City and has caused to be made an erosion and sediment control plan, which plan is entitled _____, prepared by _____, under date of _____, 20____; with revision dates of: _____, 20____; _____, 20____; and _____, 20____; which plan is hereinafter referred to as the Plan;

WHEREAS, under the provisions of Chapter 11.1, Erosion and Sediment Control, Code of the City of Roanoke (1979), as amended, providing for regulations governing erosion and sediment control measures within the City, the Developer, as a prerequisite to the approval of the Plan and the issuance of a land disturbing permit, is required to provide certain erosion and sediment control measures, on, in and upon said parcel of land, which measures are set out and described in the Plan, which Plan is attached hereto and made a part of this Agreement.

NOW, THEREFORE, THIS AGREEMENT FURTHER WITNESSETH that, in consideration of the approval by the City of the Plan, the Developer agrees hereby to construct, install and provide at the Developer=s sole expense, within the time hereinafter provided, and in accordance with the aforementioned provisions of the City Code and the plans and specifications therefore approved by the City, on, in and upon the said parcel of land, or adjacent to the same, those erosion and sediment control measures set out and described in the Plan, the approximate

total cost of which measures is estimated to be \$_____, to guarantee the proper and satisfactory installation of which the Developer is depositing with the City contemporaneously herewith either a bond with surety or letter of credit in at least the amount of the aforesaid total estimated cost.

The Developer further agrees that each and every one of the erosion and sediment control measures required by the Plan will be properly and satisfactorily provided, installed and completed within _____ (____) days from the date of this Agreement.

WITNESS the following signatures and seals:

(Name of Developer) _____

If Developer is a corporation:

ATTEST:

Secretary

By _____
President

If Developer is an individual:

WITNESS:

(Individual Developer) _____ (Seal)

CITY OF ROANOKE

By _____
Development Engineer

LAND DISTURBING ACTIVITY BOND

KNOW ALL MEN BY THESE PRESENTS, that we, _____

_____, hereinafter referred to as the Principal, and _____

_____, surety, are held and firmly bound unto the City of

Roanoke, Virginia, in the sum of _____, (\$ _____),
good and lawful money of the United States, to be paid to the City, for which payment well and
truly to be made we do bind ourselves, our heirs, personal representatives and assigns, jointly
and severally, firmly by these presents, and we do hereby waive the benefit of our homestead
exemptions as to this obligation.

WHEREAS, the said Principal has proposed to undertake a land disturbing activity upon
a certain tract of land owned by it and situate in the City of Roanoke, Virginia, and has caused to
be made an erosion and sediment control plan, plan is entitled, _____
_____, prepared by _____, under
date of _____, 20____; with revision dates of: _____,
20____; _____, 20____; and _____, 20____.

WHEREAS, as a prerequisite for and in consideration of the approval of the aforesaid
erosion and sediment control and the issuance of a land disturbing permit and in compliance with
the provisions of Chapter 11.1, Erosion and Sediment Control, Code of the City of Roanoke
(1979), as amended, the Principal has agreed to construct, install and provide, at its sole expense,
certain erosion and sediment control measures on, in and upon the land embraced within the
aforesaid tract of land, or adjacent thereto, which erosion and sediment control measures are
more fully set out and described in a certain written Agreement entered into by the Principal with

the City under date of _____, 20____, a copy of which is attached hereto and made a part hereof;

WHEREAS, by the terms of the aforesaid Agreement, the Principal has agreed and undertaken to provide, install and complete all of the aforementioned erosion and sediment control measures within _____ (____) days from the date of the said Agreement; and

WHEREAS, any alteration which may be made in the terms of the Agreement, including, without limitation, the amount to be paid or the work to be done under it, or the giving by the City of any extension of time for the performance of the Agreement or any other forbearance of any nature whatsoever on the part of either the City or the Principal to the other shall not in any way release the Principal, and the Surety, or either of them, their heirs, executors, administrators, successors, or assigns from their liability hereunder, and notice of such alteration, extension, or forbearance is hereby expressly waived by Surety.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the Principal shall perform its obligations and agreements fully and satisfactorily as set forth in the aforesaid Agreement and shall complete the required erosion and sediment control measures within the time and in the manner therein specified and required, then this obligation is to be void, otherwise, it is to remain in full force and effect indefinitely.

WITNESS the following signatures and seals this _____ day of _____, 20____.

If Principal is a corporation:

(Name of
Corporate
Principal) _____

ATTEST:

Secretary

(Seal) By _____
President

If Principal is an individual:

WITNESS:

_____ (Individual
Principal) _____ (Seal)

Approved as to Amount of Bond:

_____ (Surety) _____ (Seal)
Development Engineer

By _____ (Seal)
Attorney-in-Fact
(Attach copy of Power-of-Attorney)