THIS AGREEMENT made this _____day of _____, 20_____,
between_____ party of the first part, hereinafter referred to as the "Owner/Developer"; and Howard County, Maryland, a body corporate politic, party of the second part, hereinafter referred to as the "Obligee";

WHEREAS, the Owner/Developer intends to conduct grading operations on property located at_____, situated in Howard County, Maryland

WHEREAS, the Owner/Developer has received approval of the proposed grading at the said location under Grading Plan number _____ approved by the Department of Planning and Zoning; and

WHEREAS, the Owner/Developer has applied to the Obligee for Grading Permit Number _____ which requires the completion of all grading improvements in accordance with the approved plans, all of which improvements to be in compliance with the requirements of the Obligee; and

WHEREAS, the Obligee requires a surety in accordance with Section 3.405 and Section 16.124 of the Howard County Code to guarantee the completion of all grading improvements; and

WHEREAS, the Owner/Developer has delivered to the Obligee for deposit in a non interest-bearing escrow account a payment to the Howard County Director of Finance in the amount of $_____ in accordance with the surety schedule established under Section 3.405(b) of the Howard County Code.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH, that in consideration of the premises hereby acknowledge receipt of the sum of $_____ from the Owner/Developer to be held by the Obligee until such time Obligee shall determine that the grading improvements have been completed in accordance with the approved plans.

IT IS ALSO UNDERSTOOD AND AGREED that should the Owner/Developer not complete the grading improvements in accordance with the approved plans the Obligee shall have the right to draw upon the funds on deposit in the non interest-bearing escrow account to be used by the Obligee for the costs and expenses to the obligee arising out of the failure of the Owner/Developer to complete the grading improvements as required by the terms of this agreement. If the Owner/Developer fails to complete the grading improvements in accordance the approved plans the escrowed funds shall be forfeited to the Obligee and the Owner/Developer waives any and all interest in said funds.

AS WITNESS my hands and seal this _____ day of _____, 20_____.

_____
Signature   *(Owner/Developer)*

_____
Print Name   *(Owner/Developer)*

_____
Print Title   *(Owner/Developer)*

_____
Print Street Address   *(Owner/Developer)*

_____
Print   *(City)*   *(State)*   *(Zip)*

_____
Phone Number

_____
Email Address

Refund Information:

_____
Depositor's Name *(if other than stated herein)*

_____
Print Street Address (*where refund should be mailed*)

_____
Print *(City)*   *(State)*   *(Zip)*

_FOR OFFICE USE ONLY

Accepted by: _____   Date: _____   Invoice: _____   Check: _____

Approved for release: _____
    Please Print Name (Sediment Control Inspector)   / **Signature**   (Date)

Approved for release: _____
    Please Print Name (Chief, Licenses and Permits Division) / **Signature**   (Date)