



**City of Poulsbo**  
**CASH DEPOSIT and RIGHT OF ENTRY**  
**for SITE or SLOPE STABILIZATION, DRAINAGE, and EROSION CONTROL**

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THE UNDERSIGNED, hereinafter referred to as "the Owner/Agent," hereby deposits with the CITY OF POULSBO, hereinafter "the City," the sum of \$ \_\_\_\_\_

( \_\_\_\_\_ DOLLARS.)  
which shall be held by the City for the purpose of guaranteeing performance of any and all site or slope stabilization, drainage, and erosion control measures required by the City in conjunction with City Permit No. \_\_\_\_\_ (if applicable), hereinafter "the Permit," or the Project commonly known as \_\_\_\_\_,

hereinafter "the Project," located at \_\_\_\_\_  
(insert site address), and if such measures are not performed, to guarantee restoration of the site to such conditions as may be necessary to control erosion and prevent slope destabilization and drainage impacts from the work associated with the Permit or Project.

If, in the sole determination of the City Engineer, or a designee of the same, the required site or slope stabilization, drainage, and/or erosion control measures are not performed satisfactorily by the Owner/Agent and, after written notice of such failure of performance, the Owner/Agent fails to correct the same within the time established by the City Engineer, then all rights of the Owner/Agent to reimbursement of this cash deposit, or as much of the same as may be deemed necessary by the City Engineer to cure the failure of performance, shall be forfeited and all such cash shall become the sole property of the City for use as provided in this Agreement. Prior notice of forfeiture and an opportunity to cure may be dispensed with upon a determination by the City Engineer that the non-performance by the Owner/Agent has resulted in an emergency condition which endangers life, property or the environment, in which case notice shall be provided as soon as practicable.

All funds declared forfeit by the City under the provisions of the Agreement shall be used solely to correct the defective performance of the site or slope stabilization, drainage, and/or erosion control measures by the Owner/Agent. In order to facilitate such use, the Owner/Agent hereby irrevocably grants the City, its officers, agents, employees, contractors, and subcontractors, the right to enter upon the land which is the subject of the Permit/Project for the purpose of:

- (1) Inspecting the premises for compliance with the Permit / Project conditions which are the subject of this cash deposit agreement; and
- (2) Performing any and all work necessary to provide interim site or slope stabilization, drainage, and/or erosion control measures in the event that the Owner/Agent fails to comply with the conditions regarding the same imposed upon the Permit/Project.

Any unused portion of the deposit, after performance of the interim measures by the City, will either be refunded to the Developer or, if the Developer intends to pursue the remainder of the work authorized by the Permit, retained by the City to guarantee performance of that remaining work. The City Engineer may require replenishment of the deposit if the City Engineer determines, in his discretion, that replenishment is needed in order to provide a sufficient guarantee of performance. The Owner/Agent agrees to replenish any such amount when so directed by the City Engineer and agrees that no further work shall be performed unless and until such replenishment is made, except as may be otherwise authorized by the City Engineer. All funds so replenished shall be governed by the terms of this Agreement in the same manner as the original deposit.

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Upon completion of the project, or at a time determined by the City Engineer based on site conditions, any funds remaining on deposit with the City pursuant to the terms of this Agreement shall be fully refunded to the Owner/Agent **upon written request by the Owner/Agent.**

Nothing in this Agreement is intended to create any specific duty on the part of the City or the City Engineer to enforce the provision of the City's ordinances or of this Agreement or to take action for the benefit of any individual or class of individuals who may be affected by the Owner/Agent's failure to comply with any condition of the Permit/Project.

Forfeiture of the cash deposit as herein provided shall be in addition to any and all other remedies available to the City by law, equity or contract.

DATED THIS \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**Check one:**  OWNER  AGENT ( see below )\*      ACCEPTED BY CITY OF POULSBO:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature - City Engineer or Designee

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Business Address

\_\_\_\_\_  
Date

\_\_\_\_\_  
City/State/Zip Code

\_\_\_\_\_  
Business Phone Number

\_\_\_\_\_  
Home or Emergency Phone Number

**\*AGENT CERTIFICATION**

I, \_\_\_\_\_(print name) hereby certify that I am the agent of the property owner and have permission to enter into this agreement on behalf of the owner.