



Lot Stabilization Escrow

THIS AGREEMENT made this _____ day of _____, 20__ by and between _____, a _____, party of the first part, hereinafter called BUILDER, and the Strasburg Virginia, Town Council, party of the second part, hereinafter called TOWN, and _____, party of the third part; hereinafter called AGENT.

WITNESSETH:

WHEREAS, BUILDER desires approval of plans for

SUBDIVISION NAME AND SECTION # _____

SITE ADDRESS AND LOT# _____

which plans include the lot construction, erosion control and stabilization as required by the Policies and Ordinances of the TOWN; and

WHEREAS, the TOWN has determined the cost of said lot escrow to be **\$2,000.00** per lot; and

WHEREAS, the TOWN desires to ensure the lot construction, stabilization and erosion control prior to the final site inspection;

NOW, THEREFORE, for and in consideration of the foregoing premises the following terms and conditions, and in further consideration of the occupancy recommendation by the TOWN for the work proposed to be done thereunder and the parties agree as follows:

1. Developer has provided guarantee to the TOWN in the form of one of the following:
2.
 - a. Cash deposit with the Town of Strasburg, Virginia _____
 - i. Funds to be returned to entity and address listed on check unless otherwise provided herein, _____
 - b. Letter of Credit # _____
From (Name of Institution) _____
 - c. Cash deposit in a FDIC or FCLIC institution in the State of Virginia
Name of Institution, _____
Account #, _____
 - d. If option 1(c) above is used, _____
hereinafter called AGENT, signs below intending to be bound to the terms hereof.
3. In the event measures for lot construction, stabilization and erosion control as provided for on the plans referred to herein, or on any approved revision thereof, are not installed, TOWN shall have the right to enter upon BUILDER's property and construct such measures or do such other work as may be necessary, provided that TOWN shall first give notice in writing to BUILDER or his superintendent of its intent so to do.



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4. If option l(c) is used hereunder by BUILDER, and if the TOWN performs work of any nature, including labor, use of equipment, and materials, under the provisions of 2 above, either with TOWN employees or by contract, AGENT shall disburse to TOWN 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.
5. If either option l(a) or l(b) is used hereunder, and if the TOWN performs work of any nature, including labor, use of equipment, and materials, under the provisions of 2 above, either with TOWN employees or by contract, the TOWN may either draw on the letter of credit provided by BUILDER or draw on the funds deposited with the TOWN to pay for such work.
6. It is expressly agreed by all parties hereto that it is the purpose of this agreement to ensure the lot construction, stabilization and erosion control and performance of measures provided for on the approved plans or revisions thereof, for the property.
7. If the TOWN draws on BUILDER's guarantee under either 3 or 4 above, BUILDER shall replenish the guarantee up to the amount existing prior to such draw by the TOWN and, if the cost of any work performed by the TOWN under 2 above exceeds the amount of the available escrow, BUILDER shall pay such difference to the TOWN. If BUILDER fails to pay either amount to TOWN within ten (10) workdays, the building permits for the lots upon which such work was done will be revoked.

IN WITNESS of which the parties have signed and sealed the Agreement.

BUILDER/ AGENT/ OWNER

NAME: _____

ADDRESS: _____

Print Name: _____ Phone #: _____

by _____ its _____

(Notary Public)

My Commission Expires _____

TOWN COUNCIL OF THE TOWN OF STRASBURG, VIRGINIA

by _____ its _____

(Notary Public)

My Commission Expires _____

<i>Staff Use ONLY</i>
Permit # _____