



PROJECT NAME: _____

APPLICATION FILE #: _____

CASH BOND ESCROW AGREEMENT - LANDSCAPING

WHEREAS, Principal desires the issuance of site plan/permit approval (the “Permit”) for the above-referenced project, with landscaping requirements established pursuant to Section 23-5.5.4 (and by reference of Design Standards Manual (DSM) Section 6-5(1D)) of the County Code (the “Ordinance”); said Permit is attached hereto and incorporated herein by reference; and

WHEREAS, Principal has elected to post a bond, in cash, to secure performance of the terms and conditions of said Permit and Ordinance as they relate to said required landscaping;

NOW, THEREFORE, _____ as Principal of said Permit and this bond and the Zoning Administrator, on behalf of the Board of Supervisors of Spotsylvania County, Virginia (the “County”), as Obligee, hereby agree as follows:

1. The County acknowledges receipt of the bond amount, (\$ _____), to be held and applied in accordance with the terms of this escrow agreement.
2. The condition of this bond is that Principal and their heirs, executors, administrators, successors, and assigns is/are held and firmly bound to the County in the sum written above in lawful money of the United States of America, as security for Principal’s performance pursuant to the Permit, the Ordinance, and this Agreement.
3. If the Principal defaults in the performance of all or any part of the obligations of the Permit, the Ordinance, and/or this Agreement or abandons the work, the Obligee, as plan approving authority, shall give written notice of same to Principal, specifying the items of breach. Notice expressly given under this paragraph 3 shall terminate whatever rights Principal may have to perform further work under the Permit, unless otherwise agreed to in a separate performance agreement under which Principal agrees to a set date by which to satisfy their obligations.
4. In the event of default as provided in paragraph 3 above, the County shall apply the cash bond and any accrued interest to completion of work required by the Permit, the Ordinance, and this Agreement. Default shall authorize Obligee and their agents to enter onto the property to complete said work. Any funds remaining after completion shall be returned to the Principal, less any accrued interest. Any such return shall only occur after Obligee certifies said work has been satisfactorily completed in accordance with the Permit, the Ordinance, and this Agreement. If the cash bond is not sufficient to complete the work, the Principal agrees to reimburse the County for any deficiency within sixty (60) calendar days of notice given.
5. Computation of damages attributable to Principal’s breach and chargeable against the bond shall include not only the direct cost of completion, but also procurement costs, litigation costs, to include reasonable attorney’s fees, administrative costs, expenses due to delay caused by Principal, maintenance and repair costs, and inspection fees.
6. Any notice required hereunder shall be deemed effective if given by certified mail, return receipt requested, to Principal in the name and at the address given below; provided that change of address shall be effective if given in writing prior to notice. Any notice to the County shall be so given to the Spotsylvania County Planning & Zoning Department at 9019 Old Battlefield Blvd, Spotsylvania, VA 22553, Attention: Zoning Administrator, and with copy to Spotsylvania County Attorney, P.O. Box 308, Spotsylvania, VA 22553.

WITNESS the following signatures and seals:

PRINCIPAL:

Legal Name and Address:

Signature(s)

ACKNOWLEDGEMENT OF PRINCIPAL:

COMMONWEALTH OF VIRGINIA;

CITY/COUNTY OF _____, to wit:

The foregoing instrument was acknowledged before me this _____ day of _____,

20____, by _____, _____.

Name of Person

Title

Notary Public

Notary Seal

My commission expires: _____

Registration #: _____

OBLIGEE:

Board of Supervisors of Spotsylvania County, Virginia

By: _____
Josh Frederick, Zoning Administrator