



Department of Public Works  
22 Lincoln Street  
3<sup>rd</sup> Floor  
Hampton, VA 23669

**RIGHT-OF-WAY CASH DEPOSIT AGREEMENT**

**THIS RIGHT-OF-WAY CASH DEPOSIT AGREEMENT** (this “Agreement”), made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ among the CITY OF HAMPTON, VIRGINIA, a municipal corporation of the Commonwealth of Virginia (the “City”), the CITY OF HAMPTON, TREASURER, an agent of the City (“Escrow Agent”), and \_\_\_\_\_ (the “Owner/Agent”).

**WITNESSETH:**

**WHEREAS,** Owner/Agent is undertaking a project in the City identified as \_\_\_\_\_ and located at \_\_\_\_\_;

**WHEREAS,** pursuant to § 34-68 of the City Code, Owner/Agent guarantees compliance with the terms and conditions of Right-of-Way Permit No. \_\_\_\_\_ dated \_\_\_\_\_, 20\_\_\_\_ (the “Permit”) and Article II of Section 34 of the City Code;

**WHEREAS,** Owner/Agent agrees to post a cash deposit covering one hundred percent (100%) of the construction cost of work within the right-of-way; and

**WHEREAS,** the City, Escrow Agent, and Owner desire to enter into this Agreement to memorialize their respective rights and responsibilities.

**AGREEMENT**

**NOW, THEREFORE,** in consideration of the premises and mutual covenants and agreements, the parties hereto agree as follows:

1. **Bond.** Pursuant to this Agreement, Owner/Agent herewith submits a cash deposit in the amount of \_\_\_\_\_ and \_\_\_\_/100 Dollars (*written dollar value*) (\$\_\_\_\_\_) (*dollar value in figures*) (the “Bond”).
2. **Duties of Escrow Agent.** The Escrow Agent agrees to hold the Bond in escrow for the purpose of guaranteeing performance of the Owner’s/Agent’s obligations under the Permit and this Agreement.
3. **Interest.** The Bond is deemed to be cash and shall bear no interest.
4. **Release and Delivery of Bond.** Pursuant to § 34-44 of the City Code, the Director of Public Works or his designee (the “Director”) has prescribed a time limit for the Permit to be \_\_\_\_\_(days/months) from issuance and may extend the same as warranted. Within sixty (60) days of full compliance with the Permit and this Agreement, the Director shall issue written instructions to the Escrow Agent that payment be made, in whole or in part, to the Owner/Agent and/or the City. The Escrow Agent then shall refund the deposit, or any unused portion thereof, pursuant to the City’s instructions. When delivering the Bond in accordance herewith, such delivery shall be made upon receipt of duplicate receipts.
5. **Hold Harmless.** In the event the City desires to draw upon the Bond or permits the release of the Bond, in whole or in part, the Escrow Agent is authorized to pay over the Bond or any portion thereof to the Owner and/or the City as directed by a letter from the Director, the City Manager, the City Attorney, or their respective authorized designees; and except for intentional misconduct or gross negligence in the performance of its duties hereunder, the Escrow Agent shall not be liable for any claims, losses, or expenses, including reasonable attorney fees and litigation expenses arising out of, or in connection with, the administration of the Bond.
6. **Incorporation of the Permit.** Unless otherwise provided, the rights, obligations, and responsibilities of the Permit are incorporated as if fully set forth herein.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures and seals on the dates indicated.

**OWNER/AGENT**

(attach additional signature pages if needed):

Date: \_\_\_\_\_

By: \_\_\_\_\_

Print Name:

Print Title:

Address: \_\_\_\_\_

Telephone No.: \_\_\_\_\_

COMMONWEALTH OF VIRGINIA

CITY/COUNTY OF \_\_\_\_\_, to wit:

I hereby certify on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, that the foregoing Right-of-Way Cash Deposit Agreement was executed before me by \_\_\_\_\_ (name), the \_\_\_\_\_ (title) of \_\_\_\_\_ (company). He/She is known to me personally or produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

Registration No.: \_\_\_\_\_

\* \* \* \* \*

Date: \_\_\_\_\_

By: \_\_\_\_\_

Name:

Title:

Address: \_\_\_\_\_

Telephone No.: \_\_\_\_\_

COMMONWEALTH OF VIRGINIA

CITY/COUNTY OF \_\_\_\_\_, to wit:

I hereby certify on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, that the foregoing Right-of-Way Cash Deposit Agreement was executed before me by \_\_\_\_\_ (name), the \_\_\_\_\_ (title) of \_\_\_\_\_ (company). He/She is known to me personally or produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

Registration No.: \_\_\_\_\_

**CITY OF HAMPTON, VIRGINIA:**

Date: \_\_\_\_\_

By: \_\_\_\_\_  
City Manager

Name: Mary B. Bunting

**Approved as to form and legal sufficiency:**

**Approved as to content:**

By: \_\_\_\_\_  
Deputy City Attorney

By: \_\_\_\_\_  
Director of Public Works / Authorized Designee

**CITY OF HAMPTON, TREASURER**

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Treasurer / Authorized Designee

Name: \_\_\_\_\_  
Title: \_\_\_\_\_