



Department of Public Works
22 Lincoln Street
3rd Floor
Hampton, VA 23669

RIGHT-OF-WAY ESCROW AGREEMENT

THIS RIGHT OF WAY ESCROW 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 _____;

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 said 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: _____

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 Escrow Agreement was executed before me by _____ (Owner). 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 Escrow Agreement was executed before me by _____ (Owner). He/She is known to me personally or produced _____ as identification.

Notary Public

My Commission Expires: _____

Registration No.: _____

THE 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

THE CITY OF HAMPTON, TREASURER

Date: _____

By: _____
Treasurer / Authorized Designee
Name: _____
Title: _____