



**PRINCE WILLIAM COUNTY**  
**Department of Development Services – Land Development Division**

**OCCUPANCY ESCROW AGREEMENT**

This Agreement made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between \_\_\_\_\_, party of the first part, hereinafter called Developer, and the Board of County Supervisors of Prince William County, Virginia, party of the second part, hereinafter called County.

**WITNESSETH**

The developer is in the process of completing a project known as (*PLAN NO*) \_\_\_\_\_, (*PLAN NAME*) \_\_\_\_\_ and agrees to construct and install all the physical improvements and facilities identified in the attached punch list dated \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, within \_\_\_\_\_ months of the date hereof and;

The developer has provided a cash escrow or Irrevocable Letter of Credit to the County, and attached hereto, in the amount of \_\_\_\_\_ (\$\_\_\_\_\_) to secure performance of this agreement, and;

In consideration, the County authorizes issuance of Certificate(s) of Use and Occupancy for \_\_\_\_\_.

Upon completion of the punch list items, the developer will schedule a joint inspection with the County. If the items are not satisfactorily completed, the County will prepare an additional punch list clearly identifying the work remaining to be completed. The referenced punch list will be secured by the existing cash escrow or Letter of Credit, without reduction.

The developer will have thirty days to complete this work, and, upon completion schedule a joint inspection with the County. If any work fails to be accepted, the developer and County will again conduct a joint inspection to identify work remaining.

The developer will have fifteen (15) days to complete this work, and, upon completion schedule a joint inspection with the County.

If the work is not accepted, the County may place demand for the cash escrow or Letter of Credit and proceed to complete the work.

Release of this agreement will be concurrent with the release of the overall bond and erosion escrow for the entire project.

**DEVELOPER FURTHER AGREES:**

1. To comply with all the requirements of the Prince William County Code and the Design and Construction Standards Manual.
2. That no construction or improvements required hereunder will be considered complete until it is accepted by the County. The Developer further agrees to be responsible for all maintenance and deterioration until such acceptance.

**Plan Name:** \_\_\_\_\_ **Plan No:** \_\_\_\_\_

3. To indemnify and hold harmless the County from all loss or damage to property, or injury, death of any and all persons, or from any suits, liability or demands in connection with the physical improvements and facilities however caused, arising directly or indirectly from construction, failure to maintain or use of such improvements prior to final acceptance.

4. That if any clause or portion of this agreement is found not to be valid and binding, the remainder shall continue in full force and effect.

5. To grant rights of entry to Prince William County to enter the property at a reasonable hour for the purpose of inspecting the work so performed, or in the event of default by the Developer of the terms of this agreement, for the purposes of completing the deficiencies specified in the attached punch list.

In witness of all of which, the parties hereto have caused this agreement to be executed on their behalf.

**DEVELOPER** – This document shall be signed by an authorized person(s). Individuals who have the authority to bind an organization are Partners of a Partnership or Joint Venture, President or Vice President of a Corporation and Member or Manager of a Limited Liability Company. For any person signing in a representative capacity (e.g., an attorney-in-fact), notarized evidence of authority must be furnished.

**Developer Name:** \_\_\_\_\_

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

**BY:** \_\_\_\_\_ **its** \_\_\_\_\_  
**Signature** **Title**

**Print Name:** \_\_\_\_\_ **Telephone Number:** \_\_\_\_\_

**Developer's E-Mail Address:** \_\_\_\_\_

**ACKNOWLEDGMENT OF DEVELOPER**

STATE OF \_\_\_\_\_:

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

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_  
(Name of Person Signing Above)

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

My Commission expires: \_\_\_\_\_

Notary I.D. Number: \_\_\_\_\_