



ROANOKE COUNTY

DEVELOPMENT SERVICES

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BUILDING SAFETY
DEVELOPMENT REVIEW
ENGINEERING

Tarek Moneir
DIRECTOR

STORMWATER MANAGEMENT
STORM DRAINAGE
GIS/MAPPING

RESIDENTIAL LOT STABILIZATION AGREEMENT

This agreement made this _____ day of _____, 20____ by and between

_____, a _____, party of the first
part, hereinafter called BUILDER, and Roanoke County Department of Development Services,
party of the second part, hereinafter called COUNTY.

WITNESSETH:

WHEREAS, BUILDER desires to obtain a permanent Certificate of Occupancy for:

PROPERTY IDENTIFICATION: _____

BUILDING PERMIT NUMBER _____

and said property, having been disturbed for the purposes set forth in the construction documents, has not yet achieved permanent stabilization, as defined by the Virginia Erosion and Sediment Control Law/Regulations and Roanoke County ordinances and policies, and;

WHEREAS, the COUNTY desires to ensure that the identified property will be permanently stabilized within a reasonable period of time, and;

WHEREAS, the COUNTY does not desire to impede occupancy of said property;

NOW, THEREFORE, for and in consideration of the following terms and conditions, and in further consideration of issuance of the permanent Certificate of Occupancy by the COUNTY for the herein identified property, the parties agree as follows:

1. BUILDER will provide to the COUNTY a surety in the amount of \$1500.00 in the form of one of the following:
 - a. Cash Deposit with Roanoke County
(Permit # _____) (Receipt # _____)
 - i. Funds to be returned to _____
 - b. Letter of Credit # _____
from (Name of Institution) _____

2. In the event final stabilization is not achieved by the BUILDER within SIX MONTHS of the date of this agreement, or temporary stabilization measures are not being properly maintained or fail to inhibit erosion of the property or the deposit of sediment onto adjoining properties, COUNTY shall have the right to enter the property and construct such measures or do such other [work] as may be necessary, provided the COUNTY shall first give notice in writing to BUILDER of its intent to do so.
3. If the COUNTY performs work of any nature, including labor, use of equipment and materials, either with COUNTY employees or by contract, the COUNTY may draw on the SURETY provided by the BUILDER to pay for such work.
4. If the surety provided by the BUILDER is insufficient to cover the cost of repairs or final stabilization, BUILDER agrees to be solely responsible for any additional costs incurred by the COUNTY under item 3 and all collection costs if necessary.
5. Once final stabilization has been achieved as determined by the COUNTY, all remaining surety held by the COUNTY shall be returned to the BUILDER. If final stabilization has not been achieved within SIX MONTHS of the date of this agreement, BUILDER agrees to relinquish all funds held by the COUNTY or as guaranteed by letter of credit.
6. It is expressly agreed by all parties hereto that it is the purpose of this agreement to ensure proper stabilization of disturbed property as a result of construction and to allow timely occupancy of said property when unforeseen or uncontrollable circumstances such as weather or seasonal matters would prevent final stabilization of the disturbed property.

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

BUILDER

Name (print): _____

Address: _____

By: _____ Title: _____

Signature

Acknowledgment of Principal

State of _____ County/City of: _____, to wit:

The foregoing instrument was acknowledged before me this ____ day of _____, 20____,
on behalf of: _____

Principal

Notary Public

My commission expires: _____
ID # _____