



# ROANOKE COUNTY

## DEVELOPMENT SERVICES

5204 Bernard Drive, Second Floor, P.O. Box 29800

Roanoke, Virginia 24018-0798

TEL: (540) 772-2080

FAX: (540) 776-7155

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

My commission expires: \_\_\_\_\_

Notary Public

ID # \_\_\_\_\_