



BOND AGREEMENT – CASH-IN-ESCROW

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, (Applicant/Developer Name & Subdivision Name), (Mailing/Street Address, City, State, Zip Code), is held and firmly bound to the **CITY COUNCIL OF CITY OF CHARLES TOWN**, a West Virginia public corporation with control and supervisory functions over the City of Charles Town Planning Commission, in the penal sum of

\$ _____ (Dollar amount in figures)

_____ (Dollar amount in words),

for the completion of erosion and sediment control devices, storm water management measures, site grading & drainage, roadways, water and sewer systems, utility lines, paving, property corners, and all other site improvements and associated appurtenances, for the payment of which, well and truly to be made, it binds itself, its successors in title and assigns.

The condition of the above obligation is such that, whereas, the City of Charles Town Planning Commission has approved and consented to the recordation in the Office of the City Clerk of City of Charles Town, the Final Plat of the

(Name of Subdivision), (Phase of Subdivision), (Lot Numbers) and residue, a subdivision of lands of (Name of Property Owner), the property is located (Route No., Road Name, Mile Marker, etc.), which is to consist of (No. and type of lots), on (No. of Acres), more or less, with roadways and appurtenances thereto, for the purpose of selling such lots and appurtenances thereto to buyers thereof, and whereas, the site improvements required to be made on such subdivision, as required by the City of Charles Town Subdivision Ordinance and the construction plans have not yet been made, which improvements are detailed in Planning Commission file no. (CTPC file no.).

NOW THEREFORE, if the developer of the (Owner/Developer Name), shall well and truly complete the construction and installation of such site improvements by (bond expiration date), and pay all costs attendant thereto, in compliance with the City of Charles Town Subdivision Ordinance, then this bond shall be wholly null and void; otherwise, it shall remain in full force and effect.

A. The City Council of City of Charles Town, West Virginia, shall execute and deliver to the Maker hereof complete or partial satisfaction of this bond when the same is requested by the Maker hereof, according to the following provisions:

1. A complete satisfaction and exoneration shall be granted by the City Council of City of Charles Town upon presentation of evidence by the Maker that all terms and conditions of this bond have been satisfied.

2. Requests for partial satisfaction may be made from time to time; provided that such requests are for no less than the minimum amounts established by the Site Improvements Bonding & Bond Surety Policy; partial satisfaction shall be granted upon presentation of evidence by the Maker that work equal in value to the amount of the satisfaction requested, has been completed and that all terms and conditions of the surety sought to be partially satisfied have been satisfied.

However, in the event that a previously approved and released component of the site improvements has failed before the final bond release, the developer shall be responsible for correcting, repairing or replacing the failed site improvement. No further bond reductions or final bond release shall occur until the developer has corrected, repaired, or replaced the failed site improvement to the satisfaction of the Chief City Engineer; or the developer has re-posted the bond surety necessary to cover the costs of the repair or replacement of the failed component, to the satisfaction of the Chief City Engineer.

3. The City Council of City of Charles Town shall not consent to any satisfaction under provisions 1 and 2 above, until being first provided with a written statement from the City Engineer certifying that the required improvements have been satisfactorily completed. Furthermore, the City Council of City of Charles Town shall not consent to any satisfaction under provisions 1 or 2 above, until the Maker has paid the City Council of City of Charles Town a fee, in accordance with the prevailing fee schedule, for each site inspection (after the erosion & sediment control devices have been inspected and approved) performed by the City Engineer at the request of the Maker.

B. The Bond is secured by Escrow Agreement, dated the _____ day of _____ (Month) 20____ (Year), from _____ (Bank Name), _____ (Mailing Address, City, State, Zip), which is on file in the offices of the City of Charles Town Department of Community Development. By acceptance of the above Escrow Agreement as security, the following conditions shall apply:

1. The amount shall be equal to the approved bond estimate in the form of a cashier's check or certified check, accompanied by a W-9 or Substitute W-9 form, shall be submitted to the Subdivision Administrator, to be deposited with the City Accounting Manager, in an interest-bearing account with full financial accountability provided by the City Accounting manager through a separate Performance Bond Fund.

2. All cash escrows held shall be maintained by individual bond as to principal and accumulated interest but may be pooled for investment purposes with accrued interest allocated to each bond in accordance with City allocation policies. The City Accounting Manager shall be entitled to retain a reasonable amount, not exceeding five percent (5%) of the interest accrued, to cover the cost of administering the account.

3. The Escrow Agreement shall be clearly written to provide the beneficiary with direct and immediate access to the loan funds upon submission by the beneficiary of a written and signed draft request; and

4. An Escrow Agreement shall remain in full force and effect as security for this Bond until such time as the bond is released.

5. Signed draft requests against the Escrow Agreement will be made by the City of Charles Town Council (beneficiary) for failure on the part of (Applicant/Developer Name & Subdivision Name), to

Form: Cash-In-Escrow

complete the improvements according to the terms of this construction bond.

6. Drafts made against the Escrow Agreement by the City of Charles Town Council will be used exclusively for the purpose of completion of site improvements herein required.

Witness the following signatures and seals:

(Applicant/Developer Name)

(Subdivision Name)

WITNESS:

By: _____

Date: _____

Print Name: _____

Title: _____

Date: _____

WITNESS: CITY COUNCIL OF CITY OF CHARLES
TOWN, WEST VIRGINIA

WITNESS:

By: _____

Date: _____

Print Name: _____

Title: _____

Date: _____