

COUNTY OF JAMES CITY, VIRGINIA

FAMILY SUBDIVISION AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 20____, by and between _____, and all successors in interest, (the “Grantor” if one person or if more than one person, collectively the “Grantor”) and _____ and all successors in interest, (the “Grantee” if one person or if more than one person, collectively the “Grantee”) and the COUNTY OF JAMES CITY, VIRGINIA, a political subdivision of the Commonwealth of Virginia (the “County”).

WHEREAS, Grantor is the owner of a certain tract of land located in the County of James City, Virginia, commonly known as _____ and identified as James City County Real Estate Tax Map No. _____ (the “Property”); and

WHEREAS, the Property is being subdivided by Grantor into the family subdivision known and designated as _____, and Grantor has caused a plat of said subdivision dated _____, 20____, to be prepared by _____, Licensed Land Surveyors, or Professional Engineers, which said plat Grantor desires to admit to record in the Clerk’s Office of the Circuit Court for the City of Williamsburg and County of James City, Virginia; and

WHEREAS, this family subdivision is being made for the purpose of transferring a lot by sale or gift to Grantee, an immediate family member, and specifically Grantor’s _____, and is not made for the purpose of circumventing Section 19-17 of the Code of the County of James City, Virginia; and

WHEREAS, Grantor agrees to construct and locate all physical improvements in said subdivision, as required by the Subdivision Ordinance of the

County of James City, Virginia, or shown on the development plans approved by the Agent of the Subdivision Ordinance, (the “Agent”); and

WHEREAS, Grantor has posted sufficient bond, letter of credit, cashier’s check, or certified check, or escrow fund (the “Security Instrument”) pursuant to existing ordinances, approved as to form by the County Attorney, and with surety satisfactory to the County in the amount of _____ guaranteeing the installation of the aforementioned improvements before _____; and

WHEREAS, the County has agreed that it will permit the recordation of the plat of said family subdivision upon the execution of this Agreement and in reliance upon the covenants herein.

WITNESSETH:

NOW, THEREFORE, and in consideration of the premises and the approval of said subdivision and the covenants and agreements herein contained, the parties hereto agree as follows:

1. Grantor does covenant and agree that it will, without cost to the County, before _____, construct to the approval of the County all physical improvements as required by the Subdivision Ordinance of the County, or shown on the development plans approved by the Agent. If, in the sole judgment of the County, circumstances beyond the control of Grantor prevent Grantor from completing the improvements in the time set forth herein, then the County may at its sole discretion grant an extension of time for completion of said improvements and in such instance the County shall require a Security Instrument approved as to form by the County Attorney and with surety satisfactory to the County in an amount to guarantee the installation of the aforementioned improvements.

2. It is mutually understood and agreed that in the event Grantor fails to timely renew or amend the Security Instrument at least 10 days prior to its expiration or fails to renew or amend the Security Instrument or fails to properly complete the

physical improvements provided hereinabove, the County may complete, or cause to have completed, the same and render a bill therefor to Grantor who shall be liable to the County for all proper costs so incurred by the County or the County may draw the amount necessary from the surety to complete or cause to have completed the same.

3. In the event the County calls, collects, or otherwise draws on the Security Instrument pledged under this Agreement, Owner agrees to either pay, or have the County use the proceeds of the draw to pay a reasonable administrative fee of \$35.00 plus any costs actually incurred by the County in drawing on the Security Instrument. The charge for an administrative fee plus costs shall apply regardless of whether the County later accepts a renewal or amendment of the Security Instrument.

4. It is mutually understood and agreed that this Agreement does not relieve Grantor of any responsibilities or requirements placed upon them by the various ordinances of the County applicable to such subdivision and development of the property, and the subdivision and development of the property will be done in strict accordance with such ordinances.

5. It is mutually understood and agreed that if Grantor faithfully executes each and all requirements of the said Subdivision Ordinance and the provisions of this Agreement, and indemnifies, protects, and saves harmless the County from all loss, damage, expense, or cost by reason of any claim, suit, or action instituted against the County or its agents or employees on account or in consequence of any breach on the part of Grantor, then the aforementioned bond, letter of credit, or certified check, shall be released by the County to Grantor.

6. Grantor does hereby agree to indemnify, protect, and save harmless the County from and against all losses and physical damages to property, and bodily injury or death to any person or persons, which may arise out of or be caused by the construction, maintenance, presence or use of the streets, utilities and public easements required by, and shown on, the development plans and the subdivision plat until such time as the said streets shall be accepted as part of the Virginia Department of Transportation's system and utilities and public easements shall be accepted as a part of

the James City Service Authority's or the County's system. To insure such indemnification, the County may require, and Grantor shall provide upon request, a Certificate of Public Liability Insurance in an amount approved by the County Attorney as sufficient, including a governmental endorsement thereto, naming the County as an insured, issued by an insurance company licensed to do business in the Commonwealth of Virginia.

7. It is mutually understood and agreed, that the approval on final plat or plats of this family subdivision, or section thereof, shall not be deemed to be an acceptance by the County of any street, alley, public space, sewer or other physical improvements shown on the plat or plats for maintenance, repair or operations thereof, and that Grantor shall be fully responsible therefor and assume all of the risks and liabilities therefor.

8. (a) Grantor and Grantee covenant and agree that lots created subject to this Agreement will be transferred from the Grantor to the Grantee by an instrument (the "Instrument") recorded in the Clerk's Office of the Circuit Court for the City of Williamsburg and the County of James City (the "Circuit Court"). The Instrument shall be recorded as soon as practicably possible following execution of this Agreement, but in no case more than ninety (90) days following execution of this Agreement.

(b) Grantor and Grantee acknowledge and agree that the property transferred by the Instrument shall be owned by the Grantee for not fewer than three years from the date of recordation of the Instrument unless such subdivided property is subject to an involuntary transfer such as foreclosure, death, judicial sale, condemnation, or bankruptcy.

(c) Grantor and Grantee hereby acknowledge and agree that should either fail to comply with the requirements of paragraphs 8(a) and/or 8(b), the County, in its sole discretion, may deem the family subdivision to be void and record documents vacating and voiding the family subdivision with the Circuit Court. The Grantor and Grantee further agree to indemnify and hold harmless the County from and

against all losses associated with all actions taken to void and/or vacate the family subdivision including, but not limited to, recording documents with the Circuit Court.

IN WITNESS WHEREOF, the parties hereto, being first duly authorized, have affixed their signatures on the date first above written.

Grantor: _____

Grantee: _____

County: COUNTY OF JAMES CITY, VIRGINIA

By: _____

Commonwealth of Virginia
_____, to wit:

The foregoing Agreement was acknowledged before me this ___ day of _____,
20___, by _____.

Notary Public

My Commission Expires: _____

Commonwealth of Virginia
_____, to wit:

The foregoing Agreement was acknowledged before me this ___ day of _____,
20___, by _____.

Notary Public

My Commission Expires: _____

Commonwealth of Virginia
_____, to wit:

The foregoing Agreement was acknowledged before me this ___ day of _____,
20___, by _____.

Notary Public

My Commission Expires: _____

Approved as to form:

County Attorney

familysubdiv.agr
(Revised 3-28-07)