



# County of Fairfax, Virginia

To protect and enrich the quality of life for the people, neighborhoods and diverse communities of Fairfax County

## **FUTURE CONSTRUCTION ESCROWS**

### **Future Construction Agreement**

Periodically during the approval of a development plan, improvements required by a state or local regulation are deferred. When it is determined that it is in the best interest of the county and the applicant to defer an improvement, a Future Construction Escrow **must** be provided to ensure there are adequate funds to construct the improvement at a future date.

The Future Construction Agreement is required for all future construction escrows.

Fairfax County Land Development Services (LDS) collects and manages future construction escrows and their associated agreements in accordance with state and local regulations and policy governing the acceptance and application of these funds.

### **Addendum to Future Construction Agreement**

The Future Construction Agreement does not expressly indicate how long these funds should be held if the improvement has not been made. Therefore, in an effort to more effectively manage these funds, LDS has provided a voluntary addendum to the Future Construction Agreement which offers flexibility in using (or re-allocating as appropriate) future construction escrows. It is the intent of this voluntary addendum to continue to meet the needs of the community while supporting continued growth and development within Fairfax County.





District: \_\_\_\_\_

Tax Map #: \_\_\_\_\_

### FUTURE CONSTRUCTION AGREEMENT

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_,  
by and between \_\_\_\_\_

hereinafter called "Developer", and the Board of Supervisors of Fairfax County, Virginia, hereinafter called "County".

#### WITNESSETH:

WHEREAS, Developer desires approval of plans for a project known as \_\_\_\_\_

Plan # \_\_\_\_\_; and

WHEREAS, County desires to ensure the \_\_\_\_\_

NOW, THEREFORE, for and in consideration of the foregoing premises and the following terms and conditions, and in further consideration of the approval of the aforesaid plans by the County and the issuance of permits for the work proposed to be done there under, the parties hereto agree as follows:

1. Developer has paid to the County, and the County by execution hereof acknowledges that it holds the sum of \_\_\_\_\_ dollars (\$ \_\_\_\_\_) under and subject to the terms of the agreement.
2. It is expressly agreed by all parties and it is the purpose and intent of this Agreement to ensure the installation and acceptance of all improvements required by the County Code or policies but not scheduled for installation at this time.
3. (a) When the required improvements have been completed and accepted by the appropriate authority, said funds shall be disbursed to the person, firm, corporation or public entity completing the work. Disbursement will be made upon presentation of certified invoices or other proof that the work was completed, be only for the funds expended for completed items, and will be no greater than the amount indicated in Item 1 above.  
  
(b) It is expressly agreed that no further consent of Developer to disbursement under this Agreement shall be required.

IN WITNESS of which the Developer signs and seals this Agreement.

Developer: \_\_\_\_\_

Signature: \_\_\_\_\_

Type Name and Title: \_\_\_\_\_

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

IRS ID#: \_\_\_\_\_ Telephone Number: \_\_\_\_\_

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

COUNTY/CITY OF \_\_\_\_\_

I, \_\_\_\_\_, Notary Public in and for the State and County/City aforesaid, do hereby certify that \_\_\_\_\_ whose name(s) is (are) signed to the foregoing instrument, this day personally appeared before me in my State and County/City aforesaid and acknowledged the same.

Given under my hand this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

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

NOTARY PUBLIC

IN WITNESS of which, the Board has caused this Agreement to be executed on its behalf:

BOARD OF SUPERVISORS OF FAIRFAX COUNTY, VIRGINIA

By: \_\_\_\_\_  
Director, Land Development Services

COMMONWEALTH OF VIRGINIA

COUNTY OF FAIRFAX

This \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ appeared before me in my State and County aforesaid, \_\_\_\_\_ Director, Land Development Services, and acknowledged signature.

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

NOTARY PUBLIC

DE # \_\_\_\_\_

Date: \_\_\_\_\_



District: \_\_\_\_\_

Tax Map #: \_\_\_\_\_

**OPTIONAL ADDENDUM  
FUTURE CONSTRUCTION AGREEMENT**

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_,  
by and between \_\_\_\_\_

\_\_\_\_\_ hereinafter called "Developer", and the Board of Supervisors of Fairfax County, Virginia, hereinafter called "County".

**WITNESSETH:**

WHEREAS, Developer has paid to the County the sum of \_\_\_\_\_ dollars (\$ \_\_\_\_\_) under and subject to the terms of the Future Construction Agreement, hereinafter "Agreement", dated \_\_\_\_\_, 20\_\_\_\_, for the approval of plans for a project known as \_\_\_\_\_, to ensure the \_\_\_\_\_; and

WHEREAS, Developer wishes to ensure that there is funding for those or similar improvements in the vicinity of the project; and

NOW, THEREFORE, for and in consideration of the foregoing premises, the Developer voluntarily elects to authorize the County to disburse the funds provided in accordance with the Agreement or for use on similar improvements in the vicinity of the referenced improvements. Having deposited the funds in accordance with terms of the agreement, the Developer has no further obligation regarding the improvements identified in the Agreement, regardless of whether the County makes this alternative use of the funds.

IN WITNESS of which the Developer signs and seals this Agreement.

Developer: \_\_\_\_\_

Signature: \_\_\_\_\_

Type Name and Title: \_\_\_\_\_

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

IRS ID#: \_\_\_\_\_ Telephone Number: \_\_\_\_\_

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

COUNTY/CITY OF \_\_\_\_\_

I, \_\_\_\_\_, Notary Public in and for the State and County/City aforesaid, do hereby certify that \_\_\_\_\_ whose name(s) is (are) signed to the foregoing instrument, this day personally appeared before me in my State and County/City aforesaid and acknowledged the same.

Given under my hand this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

My commission expires: \_\_\_\_\_  
NOTARY PUBLIC

IN WITNESS of which, the Board has caused this Agreement to be executed on its behalf:

BOARD OF SUPERVISORS OF FAIRFAX COUNTY, VIRGINIA

By: \_\_\_\_\_  
Director, Land Development Services

COMMONWEALTH OF VIRGINIA  
COUNTY OF FAIRFAX

This \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ appeared before me in my State and County aforesaid, \_\_\_\_\_ Director, Land Development Services, and acknowledged signature.

My commission expires: \_\_\_\_\_  
NOTARY PUBLIC

DE # \_\_\_\_\_

Date: \_\_\_\_\_