

ESCROW AGREEMENT

THIS AGREEMENT, made and entered into this day of May, 1955, by and between THE TOWN OF LEESBURG, IN VIRGINIA, Leesburg, Loudoun County, Virginia, a municipal corporation chartered under the laws of the Commonwealth of Virginia, Party of the first Part, and TRI-COUNTY ELECTRIC COOPERATIVE; JOHN ALLEN JOHNSTON and HELEN M. JOHNSTON, his wife; SOL FELDMAN and PHYLLIS FELDMAN, his wife; F. E. BISHOP and ETHEL BISHOP, his wife; FRANK MARR AND HELEN MARR, his wife; LEONARD W. PARKER and HELEN A. PARKER, his wife; RALPH R. PETERS and ALICE E. PETERS, HIS WIFE, owners of the Gulf Oil Company service station on State Highway Route No. 7; DONALD C. WELLS and J. ARTHUR WINNEBURG, joint owners of the City Service Company service station on State Highway Route No. 7; SOUTHERN STATES LEESBURG COOPERATIVE, INCORPORATED, Leesburg, Virginia, a corporation formed and organized under the laws of the State of Virginia; THE CHESAPEAKE AND POTOMAC TELEPHONE COMPANY OF VIRGINIA, a corporation formed and organized under the laws of the State of Virginia; THE VIRGINIA STATE HIGHWAY DEPARTMENT; and THE COUNTY SCHOOL BOARD OF LOUDOUN COUNTY, VIRGINIA, Parties of the Second Part, and THE LOUDOUN NATIONAL BANK OF LEESBURG, Leesburg, Virginia, sometimes hereinafter referred to as "Escrow Agent," Party of the Third Part.

W I T N E S S E T H :

WHEREAS, the Party of the First Part and the Parties of the Second Part have this day entered into an agreement for the installation and construction of a sewer line along the North side of State Highway Route No. 7 beginning near the intersection of said Route on the Eastern boundary of the Corporate Limits of the Town of Leesburg, in Virginia, and running thence Easterly to its intersection with Parker Road, and thence South in Parker Road to the sewerage disposal plant of the Town of Leesburg, in Virginia; and,

WHEREAS, the Parties of the Second Part, pursuant to said agreement, have agreed to deposit with the Party of the Third Part as Escrow Agent, certain sums of money to cover the cost of the installation and construction, including incidental expenses, of said sewer line, which said monies are to be paid out by the said Escrow Agent under the terms and conditions of the aforesaid agreement;

NOW, THEREFORE, it is agreed by and between the Parties hereto as follows:

(1) The Parties of the Second Part herewith turn over and deliver unto the Party of the Third Part, the said Loudoun National Bank of Leesburg, Leesburg, Virginia, the sum of Dollars (\$ _____), accumulated by virtue of the contribution of the sums of monies set opposite the names of the following contributors:

John Allen Johnston and wife, 2 parcels	\$ 317.40
Southern States Leesburg Cooperative, Incorporated	
Sol Feldman and wife	250.00
F. J. Bishop and wife	230.00
Frank Marr and wife	635.00
Ralph W. Peters and wife (Julf Oil)	500.00
Donald C. Weller and J. Arthur Wineburg (City Service	
Virginia State Highway Department	
The Chesapeake and Potomac Telephone Company of Virginia	5800.00
Tri-County Electric Cooperative	
Leonard W. Parker and wife	4000.00

which said sum shall be held in escrow by the said Escrow Agent, deposited in The Loudoun National Bank of Leesburg, Loudoun County, Virginia, and shall be so held by it until paid out as hereinafter provided for.

(2) Upon the completion of the construction of said sewer line, the Auditor-Treasurer of the Town of Leesburg, in Virginia, shall, in writing under oath, deliver the said Escrow Agent his certification showing:

(a) That the construction of said sewer line has been completed;

(b) The total costs of the installation and construction of said sewer line;

(c) The amount owing to each person for services and materials furnished in the construction of said sewer line;

(d) The proportionate share of said total costs to be borne by each owner of property fronting and adjoining on both sides of said sewer line; and,

(e) The amount of refund, if any, due each of the contributing parties.

(3) The said Escrow Agent, the Party of the Third Part, shall, upon receipt of the certification by the Auditor-Treasurer for the Town of Leesburg, in Virginia, referred to in Paragraph (2) above, pay over to each of the Parties entitled to payment under said specifications, the amounts certified to by the Auditor-Treasurer of the Town of Leesburg, in Virginia, and shall take their written receipt therefor.

(4) It is understood and agreed by and between the Parties hereto that the certification of the Auditor-Treasurer of the Town of Leesburg, in Virginia, shall be final and conclusive upon all parties, and upon the payment by the Escrow Agent of the sum specified in said certification, all duties and obligations of the said Escrow Agent under this agreement shall cease and determine.

WITNESS our hands and seals this day of May, 1955.

THE TOWN OF LEESEBURG, IN VIRGINIA

((SEAL))

By _____ Mayor

Attest:

Recorder _____ Party of the First Part

John Allen Johnston _____ (SEAL)

Helen M. Johnston (SEAL)

SOUTHERN STATES LEBBURN COOPERATIVE

BY _____

Sol Feldman (SEAL)

Phyllis Feldman (SEAL)

P. E. Bishop (SEAL)

Ethel Bishop (SEAL)

Frank Marr (SEAL)

Helen Marr (SEAL)

Ralph N. Peters (SEAL)

Alice N. Peters (SEAL)

Donald C. Weller (SEAL)

J. Arthur Alneburg (SEAL)

VIRGINIA STATE HIGHWAY DEPARTMENT

BY _____

THE CHESAPEAKE AND POTOMAC TELEPHONE
COMPANY OF VIRGINIA

BY _____

Althoff
Equipment & Buildings Division

TRI-COUNTY ELECTRIC COOPERATIVE

BY _____

Leonard W. Parker (SEAL)

Helen A. Parker (SEAL)

Parties of the Second Part

THE LOUDOUN NATIONAL BANK OF LEESBURG, VA
Escrow Agent

BY _____
Party of the Third Part