

THE TOWN OF OCCOQUAN
314 Mill Street, P. O. Box 195, Occoquan, Virginia 22125
703-491-1918 • 703-491-4962 (Fax)



PERFORMANCE AGREEMENT
LANDSCAPING - CASH BOND REQUIRED

THIS PERFORMANCE AGREEMENT (“Agreement”), is made this ___ day of _____, 20____, by and between _____ (“Developer”), and the Town of Occoquan (“Town”).

WITNESSETH:

WHEREAS, Developer, desires approval of a subdivision plat, site plan or construction plan for a project known as: _____ having Plan Number _____ (“Approved Plan”), which Approved Plan does include the installation of landscaping as required by the Policies and Ordinances of the Town of Occoquan and the Commonwealth of Virginia; and

WHEREAS, Town has determined the cost of landscaping as shown on the Approved Plan to be _____ (\$ _____); and

WHEREAS, Town desires to ensure the installation and warranty of such landscaping for a period of one year after the final site inspection;

NOW, THEREFORE, for and in consideration of the foregoing premises, the following terms and conditions, and in further consideration of the approval of the aforesaid plans by Town and issuance of permits for the work proposed to be done as shown on the Approved Plan within ___ months of the date of this Agreement (“Performance Agreement Expiration Date”), the parties agree as follows:

1. Developer has provided guarantee funds to Town in the form of the following:

Cash deposit with the Town of Occoquan, receipt # _____

2. In the event that measures for landscaping, as provided for on the Approved Plan referred to herein, or on any approved revision thereof, are not installed, Town shall have the right to utilize the guarantee funds and enter upon Developer’s property and construct such measures or do such other work as may be necessary, provided that Town shall first give notice in writing to Developer or his superintendent of its intent so to do.

3. If Town performs work of any nature, including labor, use of equipment, and materials, under the provisions of 2 above, either by force account or contract, the Town may utilize the guarantee funds after providing an invoice to the Developer.

4. It is expressly agreed by all parties hereto that it is the purpose of this Agreement to ensure the installation, maintenance, and performance of measures provided for on the Approved Plan and all revisions thereto for the landscaping of the property the subject of such Approved Plan and revisions.

5. The permanent mailing address of the Developer shall be included in this Agreement and it is expressly agreed hereto that the Town shall be notified not less than 10 days prior to Developer changing its address.

Town Bond No.: _____

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6. In the event the Town draws on any guarantee funds, Developer agrees to deposit within 10 days of such disbursement an amount to restore the guarantee funds to their original balance. Failure to make such deposit shall result in the suspension of all building permits associated with the Approved Plan. A subsequent maintenance bond may be required.

7. The posting of a bond shall not in any way limit the liability of Developer in the event of a breach of this Agreement by Developer.

This Agreement shall be signed by an authorized individual or individuals who has the legal authority to bind the organization signed for; such as Partners of a Partnership or Joint Venture, President or Vice President of a Corporation and Member or Manager of a Limited Liability Company. For any person signing in a representative capacity (e.g., an attorney-in-fact), notarized evidence of authority must be furnished.

IN WITNESS of which the parties have signed and sealed this Agreement.

**NO FURTHER TEXT ON THIS PAGE
SIGNATURE PAGES FOLLOW**

Town Bond No.: _____

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DEVELOPER

Type of Organization:

(e.g., Corporation, Partnership, Limited Liability Company, etc.) _____

State of Incorporation: _____

Legal Name: _____

Address: _____

By: _____ **Its:** _____

Signature

Title

Print Name: _____ **Telephone No.:** _____

Developer's E-Mail: _____

ACKNOWLEDGMENT OF DEVELOPER

STATE OF _____

COUNTY OF _____: to wit:

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by

(Name of Person Signing Above)

Notary Public My Commission expires: _____

Notary I.D. Number: _____

Town Bond No.: _____

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TOWN OF OCCOQUAN

By: _____ *Signature* **Its:** _____ *Title*

ACKNOWLEDGMENT OF TOWN

STATE OF _____

COUNTY OF _____: to wit:

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by

(Name of Person Signing Above)

Notary Public My Commission expires: _____

Notary I.D. Number: _____

APPROVED AS TO FORM
TOWN ATTORNEY
