

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



PERFORMANCE AGREEMENT
SITE/SUBDIVISION IMPROVEMENTS

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

WITNESSETH:

IN CONSIDERATION OF the approval by the Town through its designee, of a subdivision plat, site plan or construction plan for a project known as _____ [Plan Name], having Plan Number _____, Developer, for himself and his heirs, personal representatives, assigns or other successors in interest, agrees to construct and install all of the physical improvements and facilities shown on the approved plans and profiles that the Town requires be bonded, and approved revisions thereof (hereinafter, such plan or plans referred to as the “Approved Plan”), within ___ months of the date hereof (“Performance Agreement Expiration Date”).

DEVELOPER FURTHER AGREES:

1. To comply with all requirements of the Town code, policies, and standards for design, construction and materials, for all improvements shown on the Approved Plan.
2. To construct all such physical improvements in accordance with the Approved Plan.
3. To provide and maintain adequate all weather access, including snow removal and ice control, from all occupied dwellings to a public right of way.
4. To be responsible for having the streets and other improvements in any dedicated right-of-way accepted by the Virginia Department of Transportation into the state system of highways; to comply with all requirements of the Virginia Department of Transportation for acceptance, and to make prompt application upon completion of the required work for acceptance by that department.
5. That no construction or improvement required hereunder shall be considered complete until it is accepted by the governmental unit which is to have ultimate responsibility for maintenance. The Developer further agrees to be responsible for all maintenance and deterioration of the physical improvements and facilities until such acceptance. A subsequent maintenance bond may be required.
6. To grant a right-of-entry to representatives of the Town, for the purpose of inspections, re-installation, maintenance or any conservation practices as may be necessary to insure compliance with the Approved Plan.
7. To provide a performance guarantee satisfactory to the Town in accordance with state law and the Town’s adopted bonding policies, to secure performance of this agreement. The periodic partial and final release of any such performance guarantee shall be made in accordance with state law. Developer has provided guarantee funds to the Town in the form of one of the following:
 - a. Cash deposit with the Town of Occoquan, receipt # _____

b. Letter of Credit

Name of Institution: _____

Letter of Credit Number: _____

c. Performance Bond

Name of Surety: _____

Town Bond Number: _____

8. To indemnify and hold harmless the Town from all loss or damage to property, or injury, or death of any and all persons, or from any suits, claims, liability or demands in connection with the physical improvements and facilities however caused, arising directly or indirectly from construction, failure to maintain, or use of such improvements prior to final acceptance by the appropriate governmental agency or authority.

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

10. In the event the Developer fails to perform its obligations hereunder, the Town may utilize the guarantee funds to fulfill the Developer's obligations by force account or contract. In the event the Town draws on any guarantee funds, Developer agrees to deposit, within 10 days of such disbursement, an amount sufficient 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.

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

12. That if any clause or portion of this Agreement is found not to be valid and binding, the remainder shall continue in full force and effect.

This document shall be signed by an authorized person(s). Individuals who have the authority to bind an organization are 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 under 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)

_____ My Commission expires: _____

Notary Public

Notary I.D. Number: _____

TOWN OF OCCOQUAN

By: _____ **Its:** _____

Signature

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)

_____ My Commission expires: _____

Notary Public

Notary I.D. Number: _____

APPROVED AS TO FORM
TOWN ATTORNEY
