

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



CASH BOND
(for follow-on Maintenance Agreement)

OBLIGOR Legal name(s)	_____			
	(hereinafter called "Obligor")			
OBLIGEE	<u>Town of Occoquan</u> (hereinafter called "Obligee" or "Town")			
APPROVED PLAN NAME	_____			
	(hereinafter called "Approved Plan")			
PLAN NUMBER	_____			
AGREEMENT DATE (Maintenance Agreement Date)	_____			
PERFORMANCE DATE (Maintenance Agreement Expiration Date)	_____			
AMOUNT OF CASH BOND	(In U.S. Dollars)			
	Million(s)	Thousand(s)	Dollar(s)	Cents

WHEREAS, Obligor previously executed a Performance Agreement with the Town (check **ONLY ONE** per form) for:

- SITE/SUBDIVISION IMPROVEMENTS
- EROSION AND SEDIMENT CONTROL
- LANDSCAPING
- STORM WATER MANAGEMENT
- LAND-DISTURBING ACTIVITY EXCEEDING AN AREA OF 2,500 SF AND LESS THAN 1 ACRE (INCLUDING SINGLE-FAMILY RESIDENCES)

requiring installation of all facilities and improvements shown on the Approved Plan and;

WHEREAS, Obligor desires to post a bond, in cash, to secure performance of the terms and conditions of a follow-on Maintenance Agreement; and

WHEREAS, the Performance Bond is being released contemporaneously with execution of this Cash Bond and the follow-on Maintenance Agreement of even date with this Cash Bond;

NOW, THEREFORE, Obligor and the Town as Obligee, hereby agree as follows:

1. The Town acknowledges receipt of the cash bond amount of _____ (\$ _____), to be invested, held and applied in accordance with the terms of this Cash Bond.

2. Obligor is held and firmly bound to the Town in the sum written above in lawful money of the United States of America, and deposits said cash as security for Obligor's performance of the Maintenance Agreement identified above. Whereof Obligor binds itself, heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by this Cash Bond.

3. Town shall deposit said sum in an interest-bearing account in an institution insured by FDIC or FSLIC for the term of the Maintenance Agreement and any approved extensions thereof, provided that the principal sum may be reduced and refunded to Obligor in accordance with state law.

4. If the Obligor defaults in the performance of all or any part of the obligations of the Maintenance Agreement, the Town's designated agent for performance agreement compliance ("Designated Agent") shall give written notice of same to Obligor, specifying the items of breach. Notice expressly given under this paragraph shall terminate whatever rights Obligor may have to perform further work under the Maintenance Agreement.

5. In the event of default by the Obligor as defined in paragraph 1 of the Maintenance Agreement of even date with this Cash Bond, the Town shall apply the Cash Bond and any accrued interest to completion of work required by the Maintenance Agreement. Any funds remaining after completion shall be returned to Obligor in accordance with state law. If the Cash Bond funds are not sufficient to complete the work, the Town may recover the deficiency from the Obligor.

6. Any notice required hereunder shall be deemed effective if given by registered mail, return receipt requested, to Obligor in the name and at the address given below. Any notice to the Town shall be so given to **Town of Occoquan, Attn: Town Clerk, 314 Mill Street, P. O. Box 195, Occoquan, Virginia 22125**, or subsequent address, notice of which is given as provided herein.

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

Maintenance Bond No.: _____

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

This Cash Bond shall be signed by an authorized individual(s) with 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.

OBLIGOR

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.:** _____

Obligor's E-Mail: _____

ACKNOWLEDGMENT OF OBLIGOR

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: _____

OBLIGEE

Town of Occoquan

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

ACKNOWLEDGMENT OF OBLIGEE

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
