



PRINCE WILLIAM COUNTY
Department of Development Services – Land Development Division

AGREEMENT

THIS AGREEMENT made this _____ day of _____, 20____, by and between _____, party of the first part, hereinafter called DEVELOPER, and the Board of County Supervisors of Prince William County, Virginia, party of the second part, hereinafter called BOARD.

WITNESSETH:

IN CONSIDERATION OF the approval by the BOARD through its designee, of a subdivision plat, site plan or construction plan for a project known as (Plan Number) _____, (Plan Name) _____ 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, and approved revisions thereof, within _____ months of the date hereof.

DEVELOPER FURTHER AGREES:

1. To comply with all the requirements of the Prince William County Code and Prince William County Design and Construction Standards Manual.
2. To provide and maintain adequate all weather access, including snow removal and ice control, from all occupied dwellings to a public highway in the primary or secondary highway system.
3. 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.
4. 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 its maintenance. The DEVELOPER further agrees to be responsible for all maintenance and deterioration of the physical improvements and facilities until such acceptance.
5. To provide surety satisfactory to the County in accordance with the County's adopted bonding policies, to secure performance of this agreement.
6. To indemnify and hold harmless the County 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.
7. 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.

Plan Name: _____ Plan No: _____

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 this Agreement.

DEVELOPER

Type of Organization: (e.g., Corporation, Partnership, Limited Liability Company, etc.)

Legal Name: _____

Address: _____

BY _____ its _____
Signature Title

Print Name: _____ Telephone #: _____

Developer's E-Mail Address: _____

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: _____

BOARD OF COUNTY SUPERVISORS OF PRINCE WILLIAM COUNTY, VIRGINIA

By: _____

Chief, Land Development Division
Department of Development Services

STATE OF _____:

COUNTY OF _____: to wit:

APPROVED AS TO FORM
COUNTY ATTORNEY

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: _____