

COUNTY OF CULPEPER
ADDENDUM TO INFRASTRUCTURE/ PERFORMANCE AGREEMENT

THIS ADDENDUM, made this ___ day of _____, 20___, by and between _____, and all successors in interest, hereafter referred to as "OWNER", and the COUNTY OF CULPEPER, a political subdivision of the Commonwealth of Virginia, hereinafter referred to as "COUNTY".

WHEREAS, OWNER is the owner of certain parcel(s) of land located in the County of Culpeper, Virginia being subdivided by OWNER into a subdivision known as _____
_____ ; and

WHEREAS, OWNER and COUNTY entered into a Infrastructure or Performance Agreement dated the __ day of _____, 20___ whereby OWNER agreed to construct and locate all physical improvements in said subdivision, as required by the Zoning and Subdivision Ordinance of the County of Culpeper, Virginia, or as shown on the development plans approved by the Agent of the Subdivision Ordinance of Culpeper County, Virginia, OWNER having posted sufficient bond, letter of credit or certified check, pursuant to existing ordinances, approved as to form by the County Attorney, and with surety satisfactory to the COUNTY in the amount of _____ (\$ _____) guaranteeing the installation of the aforementioned improvements before _____, _____ ; and

WHEREAS the agreed date for installation of the improvements in said subdivision will expire in less than thirty (30) days from the date herein, or such date has previously expired and OWNER has not completed the installation of all improvements as guaranteed by the aforementioned Agreement and required by the Zoning and Subdivision Ordinance of the County of Culpeper, Virginia, or as shown on the approved development plans; and the OWNER is therefore in default of the Infrastructure Agreement; and

WHEREAS, the COUNTY, as provided for in the Infrastructure or Performance Agreement, in its sole judgment, and in lieu of declaring the OWNER in default and the COUNTY completing (or causing to be completed) the improvements, and rendering a bill to the OWNER, or drawing the amount necessary for completion of the improvements from the surety, the COUNTY has agreed to extend the Infrastructure or Performance Agreement to allow the OWNER additional time to complete the installation of said improvements; and

WHEREAS, OWNER agrees to provide to COUNTY, as a condition of this extension of the Agreement, with an amended bond, letter of credit, or certified check, approved as to form by the County Attorney, and with surety satisfactory to the COUNTY in an amount to guarantee the installation of the remaining improvements as required based on an Engineer's Estimate, and approved as to amount and form by the COUNTY.

NOW THEREFORE, THIS ADDENDUM WITNESSETH: That for and in consideration of the premises and the continuance of the agreements contained in the Infrastructure or Performance Agreement between the OWNER and COUNTY dated the ___ day of _____, 20___, the parties agree as follows:

1. The OWNER does covenant and agree that it will, without cost to the COUNTY, on or before _____, _____, complete the installation, to the approval of the COUNTY, all physical improvements required by the Subdivision Ordinance of Culpeper County, or as shown and required on the development plans approved by the COUNTY.

2. The OWNER shall submit with this Addendum (if necessary at the sole discretion of the COUNTY) an amended bond, letter of credit or certified check, in form pursuant to existing ordinance, approved as to form by the County Attorney, evidencing that sufficient surety shall continue in full force and effect on behalf of the COUNTY in an amount approved by the AGENT. The amount of surety may be reduced from the original sum required by the Subdivision Agreement provided that OWNER submit with this Addendum a current Certified Engineer's Estimate current certifying the cost for completion of the installation of all remaining and required improvements, and upon approval of such reduction by the COUNTY.

3. This agreement constitutes an Addendum only to the Infrastructure Agreement dated _____, _____ between the parties hereto. The requirements and responsibilities of the parties, as contained in the above referenced Infrastructure Agreement shall remain in full force and effect and the COUNTY shall maintain the right to declare OWNER to be in default of such agreement should OWNER fail to comply with any condition of the Infrastructure Agreement or this Addendum thereto.

(type) Name of Corporation/Partnership/LLC

By: _____
Signature of the Authorized Person to Sign for the Corporation/Partnership/LLC

Its: _____
Title of the Authorized Person to Sign for the Corporation/Partnership/LLC

COMMONWEALTH OF _____
CITY/COUNTY OF _____, to-wit:

The foregoing document was acknowledged before me this ____ day of _____, 20____, by _____ who is the _____ of the corporation/partnership/llc (if applicable.)
(title)

Notary Public

My Commission Expires: _____

Registration number: _____

(sign individual owner)

(sign individual owner)

COMMONWEALTH OF _____

CITY/COUNTY OF _____, to-wit:

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

(individual owner(s))

Notary Public

My Commission Expires: _____

Registration number: _____

COUNTY OF CULPEPER, VIRGINIA

By: _____

ZONING ADMINISTRATOR

COMMONWEALTH OF VIRGINIA

COUNTY OF CULPEPER, to-wit:

The foregoing document was acknowledged before me this ____ day of _____,
20____, by _____, the County Administrator of Culpeper
County.

Notary Public

My Commission Expires: _____

Registration number: _____

APPROVED AS TO FORM:

COUNTY ATTORNEY