



**COUNTY OF CULPEPER
INFRASTRUCTURE AGREEMENT/ PERFORMANCE GUARANTEE**

THIS AGREEMENT, made this _____ day of _____ 20____, by and between

_____, and all successors in interest, the party(ies) of the first part (“OWNER”), and the COUNTY OF CULPEPER, VIRGINIA, a political subdivision of the Commonwealth of Virginia, the party of the second part, (“COUNTY”).

WHEREAS, the party(ies) of the first part is (are) the owner(s) of a certain tract of land known and described as _____, located in the County of Culpeper, Virginia; and

WHEREAS, the said parcel of land is part of that subdivision known and designated as: _____, as shown on a plat of said subdivision titled _____, dated _____, and last revised on _____, prepared by _____, Certified Land Surveyors or Civil Engineers, known as Tax Maps #(s) _____

WHEREAS, the Owner agrees [or “the Owner and Developer agree”] to locate and construct all physical improvements on Owner’s lot or parcel and on such other lots or parcels as may be required by the Subdivision and Zoning Ordinances of the County of Culpeper, Virginia, or as shown on the site plan or plan of development entitled _____ by _____, dated _____, or as last revised, and approved by the County and such state agencies as may pertain thereto; and

WHEREAS, the Owner has posted [or “the Developer has 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 _____ and 00/100 Dollars (\$ _____) guaranteeing the installation of the aforementioned improvements before _____; and

WHEREAS, the County of Culpeper has agreed that it will permit the approval of the site plan or plan or development of said parcel(s) upon the execution of this agreement.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH: That for and in consideration of the premises and the approval of said site plan or plan of development and the covenants and agreements herein contained, the parties hereto agree as follows:

1. The Owner does covenant and agree that it will, without cost to the County, before _____, construct to the approval of the County all physical improvements as required by the Subdivision and Zoning Ordinances of the County, or shown on the site plan or plan of development approved by the County and such state and federal agencies as may be required to give their approval. If, in the sole judgment of the County, circumstances beyond the control of the Owner [and Developer] prevent the Owner [and Developer] from completing the improvements in the time set forth herein, then the County may at its sole discretion grant an extension of time for completion of said improvements and in such instance the County shall require 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 aforementioned improvements.
2. It is mutually understood and agreed that in the event the Owner [and Developer] fail(s) to properly complete the physical improvements provided hereinabove, the County may complete, or cause to have completed, the same and render a bill therefore to the Owner [and Developer] who shall be jointly and severally liable to the County for all proper costs so incurred by the County or the County may draw the amount necessary from the surety to complete or cause to have completed the same.
3. It is mutually understood and agreed that this agreement does not relieve the Owner [and Developer] of any responsibilities or requirements placed upon them by the various ordinances of the County applicable to such subdivision and development of the property, and the subdivision and development of the property will be done in strict accordance with such ordinances.
4. It is mutually understood and agreed that if the Owner [and Developer] shall faithfully execute each and all requirements of the said Subdivision and Zoning Ordinances and the provisions of this agreement, and shall indemnify, protect and save harmless the County of Culpeper from all loss, damage, expense or cost by reason of any claim, suit or action instituted against the County of Culpeper or its agents or employees thereof, on account of, or in consequence of any breach on the part of the Owner [and Developer], then the aforementioned bond, letter of credit, or certified check, shall be released by the County to the party who posted the bond, letter of credit or certified check.
5. The Owner [and Developer] does [do] hereby agree to indemnify, protect and save harmless the County from and against all losses and physical damages to property, and bodily injury or death to any person or persons, which may arise out of or be caused by the construction, maintenance, presence or use of the streets, utilities and public easements required by, and shown on, the development plans and the subdivision plat until such time as the said streets shall be accepted as part of the Virginia Department of Transportation's system and utilities and public easements shall be accepted as a part of the County's system. To insure indemnification, the County may

require and the owner shall provide upon request a Certificate of Public Liability Insurance in an amount approved by the County Attorney as sufficient, including a governmental endorsement thereto, naming the County as an insured, issued by an insurance company licensed to do business in the Commonwealth of Virginia.

6. It is mutually understood and agreed, that the approval of final plat or plans of this subdivision, or portion thereof, shall not be deemed to be an acceptance by the County of any street, alley, public space, sewer or other physical improvements shown on the plat or plans for maintenance, repair or operations thereof, and that the Owner [and Developer] shall be fully responsible therefore and assume all of the risks and liabilities therefore. Nor shall approval on final plat or plans of this subdivision, or any part thereof, be deemed to guarantee public water or sewer service or available capacity.

SIGNATURES ON FOLLOWING PAGES

BY: _____
(Type the name of corporation, partnership or LLC)

BY: _____
(Type the name of the person authorized to sign for
the corporation, partnership or LLC)

ITS: _____
(Type the title of the person authorized to sign for
the corporation, partnership or LLC)

COMMONWEALTH/STATE OF _____

CITY/COUNTY OF _____, to-wit:

The foregoing document was acknowledged this the _____ day of _____, 20____, by
_____ who is the _____ (title) of _____
[Type the name of the corporation, partnership or LLC, if applicable]

Notary Public

My Commission Expires: _____

Registration number: _____

(Type name of individual owner)

(Type name of individual owner)

COMMONWEALTH/STATE OF _____

CITY/COUNTY OF _____, to-wit:

The foregoing document was acknowledged this the ____ day of _____, 20____, by
_____ (individual owners)

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 this the ____ day of _____, 20____,
by _____, who is the Zoning Administrator of Culpeper County.

Notary Public

My Commission Expires: _____

Registration number: _____

APPROVED AS TO FORM:

COUNTY ATTORNEY