

LANDSCAPE AGREEMENT

THIS AGREEMENT made this _____ day of _____, 200____ by and between _____, a _____, party of the first part, hereinafter called DEVELOPER, and the Governing Body of the City of Manassas Park, Manassas Park, Virginia, party of the second part, hereinafter called CITY, and _____, party of the third part, hereinafter called AGENT.

WITNESSETH:

WHEREAS, DEVELOPER desires approval of plans for: (Plan Number) _____ (Plan Name) _____ which plans include the installation of landscaping as required by the Policies and Ordinances of the CITY; and

WHEREAS, the CITY has determined the cost of said landscaping to be \$ _____; and

WHEREAS, the CITY desires to ensure the installation and the warranty of such landscaping for a period of one year after the final site inspection;

NOW, THEREFORE, for and in consideration of the foregoing premises the following terms and conditions, and in further consideration of the approval of the aforesaid plans by the CITY and issuance of permits for the work proposed to be done thereunder within _____, months of the date hereof and the parties agree as follows:

1. Developer has provided guarantee to the City in the form of one of the following:

a) Cash deposit with City of Manassas Park, receipt # _____

b) Cash deposit in a FDIC or FSLIC institution in the State of Virginia

Name of Institution

Account number

c) Letter of Credit # _____

from (Name of Institution) _____

d) Corporate Surety # _____

from (Name of Bonding Company) _____

2. In the event measures for landscaping, as provided for on the plans referred to herein, or on any approved revision thereof, are not installed, CITY shall have the right to enter upon DEVELOPER'S property and construct such measures or do such other work as may be necessary, provided that CITY shall first give notice in writing to DEVELOPER or his superintendent of its intent so to do.

3. If the CITY performs work of any nature, including labor, use of equipment, and materials, under the provisions of 2 above, either by force account or contract, AGENT shall disburse to CITY on its order within five days of receipt of written demand thereof, such sum or sums as may be supported by invoice attached to such demand. The AGENT'S liability so to disburse shall be limited to the undistributed balance.

Plan Name: _____ **Plan No.:** _____

4. It is expressly agreed by all parties hereto that it is the purpose of this agreement to ensure the installation, maintenance, and performance of measures provided for on approved plans or revisions thereof, for the landscaping of the property the subject of such plans. This agreement shall not be deemed to create or affect any liability of any party hereto for any damage alleged to result from or be caused by erosion or siltation, which is directly dealt with a separate agreement between CITY and DEVELOPER.

5. It is expressly agreed by all parties hereto that the amount shall be held by AGENT unless distributed in accordance with 3 above, or paid to CITY, as part of the cost of the completion of improvements required by ordinance and/or bond to be installed, or released in writing by CITY, the Director of Planning.

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

DEVELOPER – 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, or a president or vice-president of a corporation. For any person signing in a representative capacity (e.g., an attorney-in-fact), notarized evidence of authority must be furnished.

Developer Name: _____

Address: _____

BY: _____ its _____
Signature Title

Print Name: _____ **Telephone Number** _____

Notary Public _____ **My Commission Expires** _____

AGENT – The name of the financial institution holding the cash deposit or providing the letter of credit. If cash deposit, then the institution must sign below. If a letter of credit is provided, the institution does not need to execute as the agent. The Governing Body is the agent when the cash escrow is posted with the City. Corporate Surety may execute and attach valid Power of Attorney, or attached standard City of Manassas Park performance bond.

Agent Name: _____

Address: _____

BY _____ its _____
Signature Title

Print Name: _____ **Telephone Number** _____

Notary Public _____ **My Commission Expires** _____

GOVERNING BODY OF THE CITY OF MANASSAS PARK, VIRGINIA

BY _____ **its Bond and Permit Administrator**

Notary Public _____ **My Commission Expires** _____