

AGREEMENT

THIS AGREEMENT made this _____ day of _____, 200_____, by and between

_____, party of the first part, hereinafter called DEVELOPER, and the Governing Body of the City of Manassas Park, Virginia, party of the second part.

WITNESSETH:

IN CONSIDERATION OF the approval by the Governing Body through its designee, of a subdivision plat/site plan/construction plan for a project known as (Name) _____ (Plan No.) _____ 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 code of the City of Manassas Park and the Public Facilities 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 Governing Body in accordance with the City's adopted bonding policies, to secure performance of this agreement.

6. To indemnify and hold harmless the City 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.

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.

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

Print Name & Telephone Number

BY _____ its

Signature

Title

ACKNOWLEDGMENT OF DEVELOPER

STATE OF _____:

CITY OF _____: to wit:

The foregoing instrument was acknowledged before me this _____ day of

_____, 200____, by _____,

(Name of Person Signing Above, and Title)

_____.

(Notary Public)

My Commission expires: _____

The Governing Body of the City of Manassas Park, Virginia

By: _____

Mayor

ATTEST:

City Clerk

STATE OF _____:

CITY OF _____: to wit:

The foregoing instrument was acknowledged before me this _____ day of _____, 200____, by

_____,

and _____, Mayor and Clerk, respectively, of the Governing Body of the City of Manassas Park, Virginia.

(Notary Public) My Commission expires:_____