

COUNTY OF JAMES CITY, VIRGINIA

PUBLIC IMPROVEMENTS AGREEMENT

THIS AGREEMENT, made this ____ day of _____, 20 ____, by and between, _____, and all successors in interest, party(ies) of the first part, hereinafter referred to as "OWNER," and the COUNTY OF JAMES CITY, VIRGINIA, A Political Subdivision, party of the second part, hereinafter referred to as "COUNTY."

WHEREAS, the party(ies) of the first part is(are) the OWNER of a certain tract of land located in the COUNTY; and

WHEREAS, the OWNER agrees to construct and locate all physical improvements shown on the development plans approved by the Zoning Administrator, hereinafter referred to as "the Administrator," for a project known as _____ located at _____; and

WHEREAS, the OWNER has posted sufficient bond, letter of credit, certified check, or escrow fund ("Security Instrument") 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 on or before _____; and

WHEREAS, the COUNTY has agreed that it will permit issuance of a building permit(s) upon the execution of this agreement.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH: that for and in consideration of the premises 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, on or before _____, construct to the approval of the COUNTY physical improvements shown on the above-referenced development plans approved by the Administrator. If, in the sole judgment of the COUNTY, circumstances beyond the control of the OWNER prevent the OWNER 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 OWNER and COUNTY shall enter into a new agreement.

2. It is mutually understood and agreed that in the event the OWNER fails to renew or amend the Security Instrument at least 10 days prior to its expiration or fails to 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 or Surety who shall be liable to the COUNTY for all proper costs so incurred by the COUNTY.

3. In the event the COUNTY calls, collects or otherwise draws on the Security Instrument pledged under this agreement, OWNER agrees to either pay, or have the COUNTY use the proceeds of the draw to pay, a reasonable administrative fee of \$35.00 plus any costs actually incurred by the COUNTY in drawing on the Security Instrument.

The charge for an administrative fee plus costs shall apply regardless of whether the COUNTY later accepts a renewal or amendment of the Security Instrument.

4. It is mutually understood and agreed that this Agreement does not relieve the OWNER of any responsibilities or requirements placed upon them by the various ordinances of the COUNTY applicable to such development of the property, and the development of the property will be done in strict accordance with such ordinances.

5. It is mutually understood and agreed that if the OWNER shall faithfully execute each and all requirements of the approved development plans and the provisions of this Agreement, and shall indemnify, protect and save harmless the COUNTY from all loss, damage, expense or cost by reason of any claim, suit or action instituted against the COUNTY or its agents or employees thereof, on account of, or in consequence of any breach on the part of the OWNER, then the aforementioned bond, or certified check, shall be released by the COUNTY to the OWNER.

6. The OWNER does 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 James City Service Authority's or the County's system. To insure such 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 insured, issued by an insurance company licensed to do business in the Commonwealth of Virginia.

7. It is mutually understood and agreed, that the issuance of a building permit(s) 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 plats for maintenance, repair or operations thereof, and that the OWNER shall be fully responsible therefore and assume all the risks and liabilities therefore.

IN WITNESS WHEREOF, the parties hereto, being first day authorized, have affixed their signatures on the date first above written.

ATTEST:

Approved as to form:

County Attorney

Owner: _____
(Print Name & Title)

By: _____
(Signature)

COUNTY OF JAMES CITY, VIRGINIA

By: _____
County Agent