

Name of Development – _____
(Subdivision / Site Plan)

**HANOVER COUNTY, VIRGINIA
PLANNING DEPARTMENT**

**PERFORMANCE AGREEMENT
LANDSCAPING – COMPLETION & MAINTENANCE**

THIS AGREEMENT is entered into _____, 20____, by _____,

("the Developer"), and HANOVER COUNTY, VIRGINIA ("the County").

IN CONSIDERATION OF the approval by the County, through its Agent, of a plan titled
" _____", by _____,
dated _____, 20____, ("the Plan"), Developer for itself and its personal
representatives, assigns, or other successors in interest, agrees to complete and maintain all landscaping in
compliance with the Hanover County Zoning Ordinance, proffers, or other requirements pertaining to
landscaping ("the Requirements") and the Plan.

The Developer shall complete and maintain all landscaping in conformance with the Requirements
referred to above and in conformance with approved plans and revisions. Approved plans are incorporated
in this Agreement only to the extent that they meet requirements of the applicable ordinances.

If, in the opinion of the Planning Director ("the Director"), the approved plans are inadequate to
ensure that completion and maintenance will be in conformance with the Requirements, the Developer,
upon request of the Director, shall submit revised plans conforming to the Requirements and shall complete
and maintain the landscaping in accordance with the revisions. If in the opinion of the Director, the
completion and maintenance of landscaping does not conform to the plans or the Requirements, the
Developer shall, upon the Director's request, reinstall the landscaping, and be responsible for maintenance in
accordance with the Requirements, so as to comply.

DEVELOPER FURTHER AGREES:

1. To provide and maintain security issued by a surety company or financial institution
satisfactory to the County to secure performance of this Agreement. The security shall be provided and
maintained in the form of a cash bond, letter of credit or surety bond in an amount and with content
acceptable to the Director and in a form acceptable to the County Attorney. Evidence of continuing validity
of the security shall be provided to the County upon request. In the event the Developer is not in

compliance with the Requirements on the date which is thirty days prior to the expiration of any bond or letter of credit, the Developer shall provide substitute security documents on that date, or shall be deemed to be in default and shall pay the full cost of completion of those improvements, including any reasonable administrative costs incurred by the County.

2. The County, by written notice to the Developer of default in performance of the obligations set out in this Agreement, may terminate whatever rights the Developer may have to perform further work. The County, its employees and agents shall, in the event of default, have all rights necessary to enter the subject property for the purpose of completing the obligations or the Developer shall be responsible for the acquisition and costs of acquisition of such rights.

3. A default shall be deemed to have occurred on the part of the Developer if Developer shall fail to complete its obligations under this Agreement within the specified time or any extensions; or prior to the expiration of such period, if in the judgment of the Director, the Developer has:

- (a) abandoned the performance of its obligations under the Agreement; or,
- (b) renounced or repudiated its obligations under the Agreement; or,
- (c) demonstrated through insolvency, inaction, or otherwise, that its obligations under the Agreement cannot be completed within the time allotted under the Agreement.

4. The Developer shall not be deemed to be in compliance with the terms of this Agreement unless the Developer has completed and maintained landscaping in accordance with the Requirements, as determined by the County. The Developer agrees to make application within fifteen (15) days of the completion of the landscaping to the County for inspection of landscaping to determine compliance with completion Requirements, in accordance with procedures adopted by the Planning Director. One year from the date of completion, the County will inspect the landscaping to determine compliance with maintenance Requirements.

5. 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.

6. This Agreement shall be administered and interpreted in accordance with the laws of the Commonwealth of Virginia. Any actions arising out of this Agreement shall be filed and maintained in the District Court or Circuit Court of Hanover County, Virginia.

7. That the purpose and effect of this Agreement is to secure the completion and maintenance of all landscaping in accordance with the Requirements. The County does not waive or modify any provision or requirement of applicable statutes, ordinances, rules or regulations by this Agreement. Any

approved plan or revision referred to in this Agreement is incorporated for reference purposes only to the extent that it meets, at a minimum, the unmodified requirements of those statutes, ordinances, regulations and rules.

8. To defend and indemnify the County and hold the County harmless for all loss or damage to property, or injury, or death of any and all persons; for any suits, claims, liability or demands in connection with the improvements required by this Agreement, however caused, including those arising directly or indirectly from performance of these obligations, or failure to perform, by the Developer, prior to final acceptance.

The failure or refusal of County to take any action, proceedings, or step to enforce any remedy or exercise any right under this Agreement or the taking of any action, proceeding, or step by County, acting in good faith upon the belief that same is permitted shall not in any way release the Developer from the obligations of this Agreement.

9. Any notice required by this Agreement shall be effective if given by registered or certified mail, return receipt requested, to Developer in the name and at the address given below; provided that change of address shall be effective if given in accordance with this paragraph. Any notice to the County shall be given to the Director, Planning Department, Post Office Box 470, Hanover, Virginia 23069-0470. The Developer agrees to notify the County immediately of any change of legal status or of address.

The parties have acknowledged this Agreement by their signatures and seals set out below.

DEVELOPER

Legal Name(s): _____
(Print or Type) _____

Type of Organization: Individual Partnership Sole Proprietorship
[check one] Corporation:
Other [identify] _____

Telephone Number: _____

Signature: _____ (SEAL)

Name(Print or type): _____

Title: _____

Physical address of Developer (if P.O. Box address is provided above):

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

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

Notary Public

My commission expires: _____
Registration number: _____

DEVELOPER

Legal Name(s): _____
(Print or Type) _____

Type of Organization: Individual Partnership Sole Proprietorship
[check one] Corporation:
Other [identify] _____

Telephone Number: _____
Signature: _____ (SEAL)
Name(Print or type): _____
Title: _____

Physical address of Developer (if P.O. Box address is provided above):

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

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

Notary Public

My commission expires: _____
Registration number: _____

HANOVER COUNTY, VIRGINIA

By: _____(SEAL)
Director of Planning or Designee

COMMONWEALTH OF VIRGINIA,
COUNTY OF HANOVER, to-wit:

The foregoing instrument was acknowledged before me this ____ day of _____,
20____, by _____, Director of Planning or Designee.

Notary Public

My commission expires: _____
Registration number: _____