



# CITY OF MANASSAS VIRGINIA

## BOND AGREEMENT

### Performance Bond

Bond Number \_\_\_\_\_

THIS AGREEMENT, dated \_\_\_\_\_, 20\_\_\_\_, by and between \_\_\_\_\_, party/parties of the first part; and the City of Manassas, Virginia, a Municipal Corporation of the Commonwealth of Virginia, party of the second part.

In consideration of the approval by the party of the second part of the plat, plans, and profiles of the subdivision and/or site plan known as \_\_\_\_\_ and the party of the second part not requiring the following work to be completed prior to the approval and recordation of said plat, the party/parties of the first part or its heirs, successors and assigns agree to complete the following work within \_\_\_\_\_ months from the date hereof:

1. To construct all physical improvements in accordance with said plat, plans and profiles, and applicable provisions of the Subdivision Ordinance and the Zoning Ordinance, including but not limited to, the placement of survey monuments, the construction of an adequate storm drainage system both on the subdivided property and on adjacent properties as needed and in accordance with current standards of the City of Manassas and approved by the Virginia Department of Transportation and the installation of water distribution and sewage collection and/or treatment facilities pursuant to requirements on file in the office of the City Manager so as to provide approved service to each building site.
2. To obtain from the City of Manassas a construction permit prior to beginning any street and utility work in connection with said subdivision or site plan.
3. To provide adequate supervision during the installation of all required improvements by means of a responsible superintendent or foreman together with one set of approved plans and profiles on the project site at all times when work is being performed.
4. To comply with all requirements of the City of Manassas in order that the streets will be accepted by the City for operation and maintenance. The party/parties of the first part agree to make prompt application to the City for acceptance of such improvements.
5. To maintain dust control on the project site at all times.
6. To provide, during all phases of clearing, grading and construction, the implementation of adequate control of erosion and sedimentation by temporary and permanent control practices and measures.
7. To provide and maintain all-weather access to those premises which are occupied by owners or occupants other than the party/parties of the first part or its agents, until such premises are accessible via public streets that have been accepted for maintenance by the City.
8. To \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

It is agreed and understood that final approval of completed work can only be given by the City Manager or his authorized agent.

Upon completion and final approval of all required improvements, the subdivider or owner shall apply for release of his performance bond. However, the performance bond will not be released until at least sixty (60) days after final inspection and acceptance of all required improvements.

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, President or Vice President of a Corporation and Member or Manager of a Limited Liability Company. For any person signing in a representative capacity (e.g., an attorney-in-fact), notarized evidence of authority must be furnished.

In witness whereof, the parties have hereunto inscribed their names this \_\_\_\_\_ of \_\_\_\_\_, 20\_\_\_\_.

### DEVELOPER

**Type of Organization:** (e.g., Corporation, Partnership, Limited Liability Company, etc.)

\_\_\_\_\_  
**Legal Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**BY** \_\_\_\_\_ **its** \_\_\_\_\_  
**Signature Title**

**Print Name:** \_\_\_\_\_ **Telephone #:** \_\_\_\_\_

**Developer's E-Mail Address:** \_\_\_\_\_

### ACKNOWLEDGMENT OF DEVELOPER

STATE OF \_\_\_\_\_:

COUNTY OF \_\_\_\_\_: to wit:

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_.  
(Name of Person Signing Above)

\_\_\_\_\_  
My Commission expires: \_\_\_\_\_  
Notary Public

Notary I.D. Number: \_\_\_\_\_

THE CITY OF MANASSAS, VIRGINIA  
A Municipal Corporation of the Commonwealth of Virginia

By: \_\_\_\_\_  
Development Services Manager, Designee

STATE OF VIRGINIA to wit:  
COUNTY/CITY OF \_\_\_\_\_

I, \_\_\_\_\_, a Notary Public in and for the State and County/City aforesaid, do hereby certify that this day personally appeared before me in my said state and county/city, \_\_\_\_\_, Development Services Manager for the City of Manassas, Virginia, a body corporate and signed to the foregoing and hereunto annexed agreement dated \_\_\_\_\_, and each of them and there personally and severally acknowledged the said agreement for and on behalf of the said City of Manassas, Virginia, a body corporate, and acknowledged that the seal hereto affixed is the true and genuine seal of the said City of Manassas, a body corporate.

My commission expires \_\_\_\_\_, 20\_\_\_\_.

GIVEN under my hand and notarial seal, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public

FORM ACCEPTABLE TO CITY ATTORNEY:

BY: \_\_\_\_\_

DATE: \_\_\_\_\_