

AGREEMENT

THIS AGREEMENT made this ____ day of _____, 200__, by and between _____, party of the first part, hereinafter called DEVELOPER, and the Town of Front Royal, Virginia, party of the second part, hereinafter called TOWN.

WITNESSETH:

IN CONSIDERATION OF the approval by the TOWN 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 12 months of the date hereof.

DEVELOPER FUTHER AGREES:

1. To comply with all the requirements of the Town of Front Royal Municipal Code and its Construction Standards and Specifications.
2. To provide and maintain adequate all weather access, including snow removal and ice control, from all occupied dwellings to the existing public roadway.
3. To be responsible for having the streets and other improvements in any dedicated right-of-way accepted by the Town and to comply with all requirements for acceptance.
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 Town in accordance with the Town Code, to secure performance of this agreement.
6. To indemnify and hold harmless the Town 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 sue 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 _____:
COUNTY 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: _____

TOWN OF FRONT ROYAL, VIRGINIA

By: _____
Assistant Town Manager for Community Development

STATE OF _____:
COUNTY OF _____: to wit:

The foregoing instrument was acknowledged before me this _____ day of _____, 200____, by _____,
Assistant Town Manager for Community Development, Town of Front Royal, Virginia.

(Notary Public) My Commission expires: _____