

**HANOVER COUNTY, VIRGINIA
PLANNING DEPARTMENT**

**PERFORMANCE BOND
(CASH BOND AGREEMENT)**

This Cash Bond Agreement is entered into _____, 20____, by _____ (the "Developer") and Hanover County, Virginia (the "County") and secures the obligations of the Developer pursuant to the terms of a Performance Agreement entered into by the Developer and Hanover County, Virginia, dated _____, 20____, (the "Agreement"), pertaining to the development of _____ on GPIN _____ in the _____ District, and

WHEREAS, Developer has elected to provide a bond, in cash, to secure performance of the terms and conditions of the Agreement and to secure compliance with the Hanover County Code, the Virginia Code and all applicable regulations and orders,

NOW, THEREFORE, the Developer, as Principal, and Hanover County, as Obligee, agree as follows:

1. The County acknowledges receipt of the bond amount, _____ Dollars (\$ _____), to be held, invested and applied in accordance with the terms of this Bond Agreement.

2. The condition of this Bond is that the Developer, and the heirs, personal representatives, successors and assigns of the Developer are obligated to pay to the County the amount of this Bond in compliance with the terms of this Bond Agreement; this Bond is provided as security for Developer's performance pursuant to the Agreement, the Hanover County Code, the Virginia Code, and all applicable regulations and orders.

3. The County shall deposit the stated sum in an interest bearing account in an institution insured by the FDIC for the term of the required performance and any extensions approved by the County.

4. If the Developer defaults in the performance of all or any part of the obligations of the Agreement, the County shall give written notice to Developer, specifying the principal items of

breach. Notice given under this paragraph 4 shall terminate whatever rights Developer may have to perform further work under the Agreement. An affidavit of an official of Hanover County that notice was given shall be sufficient evidence of such notice.

5. In the event of default as provided in paragraph 4 above, the County shall apply the cash bond and any accrued interest to the cost of completion of obligations required by the Agreement. Any amounts, including interest, remaining after completion, shall be returned to the Developer. If the amount of the cash bond is insufficient, Developer agrees to pay to the County the amount of any deficiency, and shall do so within thirty (30) days of the date of notice to the Developer of the deficiency.

6. Computation of damages attributable to Developer's breach and chargeable against the bond shall include not only the direct cost of completion or correction, but also procurement costs, litigation costs, to include reasonable attorney's fees, administrative costs in the amount of ten percent (10%) of the cost of completion of improvements, expenses due to delay caused by Developer, maintenance and repair costs, and inspection fees.

7. The parties, if more than one, collectively referred to in this Agreement as the "Developer," shall each be fully, jointly and severally liable for all obligations of this Agreement, including performance and payment.

8. Any required notice shall be deemed effective if given in writing, by registered or certified mail, return receipt requested, to Developer in the name and at the address stated 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, P. O. Box 470, Hanover, Virginia 23069-0470. Notice of any change of address or change in legal status of the parties shall be given to the County immediately.

The signatures and seals of the parties are set out below in acknowledgment of this Bond Agreement.

DEVELOPER/PRINCIPAL

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

Legal Name: _____
(Print or Type)

Address: _____
(include physical _____
address) _____

Telephone Number: (____) _____

Taxpayer ID #: _____

Signature: _____ (SEAL)

Name/Title: _____

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: _____