

COUNTY OF SPOTSYLVANIA  
ADDENDUM TO SUBDIVISION AGREEMENT

THIS ADDENDUM, made this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, by and between \_\_\_\_\_, and all successors in interest, hereafter referred to as "OWNER", and the COUNTY OF SPOTSYLVANIA, a political subdivision of the Commonwealth of Virginia, hereinafter referred to as "COUNTY".

WHEREAS, OWNER is the owner of certain parcel(s) of land located in the County of Spotsylvania, Virginia being subdivided by OWNER into a subdivision known as \_\_\_\_\_; and

WHEREAS, OWNER and COUNTY entered into a Subdivision Agreement dated the \_\_\_ day of \_\_\_\_\_, 20\_\_\_ whereby OWNER agreed to construct and locate all physical improvements in said subdivision, as required by the Subdivision Ordinance of the County of Spotsylvania, Virginia, or as shown on the development plans approved by the Agent of the Subdivision Ordinance of Spotsylvania County, Virginia, OWNER having posted sufficient bond, letter of credit or certified check, 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 before \_\_\_\_\_, \_\_\_\_\_; and

WHEREAS the agreed date for installation of the improvements in said subdivision will expire in less than thirty (30) days from the date herein, or such date has previously expired and OWNER has not completed the installation of all improvements as guaranteed by the aforementioned Subdivision Agreement and required by the Subdivision Ordinance of the County of Spotsylvania, Virginia, or as shown on the approved development plans; and the OWNER is therefore in default of the Subdivision Agreement; and

WHEREAS, the COUNTY, as provided for in the Subdivision Agreement, in its sole judgment, and in lieu of declaring the OWNER in default and the COUNTY completing (or causing to be completed) the improvements, and rendering a bill to the OWNER, or drawing the amount necessary for completion of the improvements from the surety, the COUNTY has agreed to extend the Subdivision Agreement to allow the OWNER additional time to complete the installation of said improvements; and

WHEREAS, OWNER agrees to provide to COUNTY, as a condition of this extension of the Subdivision Agreement, with an amended bond, letter of credit, or certified check, approved as to form by the County Attorney, and with surety satisfactory to the COUNTY in an amount to guarantee the installation of the remaining improvements as required based on an Engineer's Estimate, and approved as to amount and form by the COUNTY.

NOW THEREFORE, THIS ADDENDUM WITNESSETH: That for and in consideration of the premises and the continuance of the agreements contained in the Subdivision Agreement between the OWNER and COUNTY dated the \_\_\_ day of \_\_\_\_\_, 20\_\_\_, the parties agree as follows:

1. The OWNER does covenant and agree that it will, without cost to the COUNTY, on or before \_\_\_\_\_, \_\_\_\_\_, complete the installation, to the approval of the COUNTY, all physical improvements required by the Subdivision Ordinance of Spotsylvania County, or as shown and required on the development plans approved by the COUNTY.

2. The OWNER shall submit with this Addendum (if necessary at the sole discretion of the COUNTY) an amended bond, letter of credit or certified check, in form pursuant to existing ordinance, approved as to form by the County Attorney, evidencing that sufficient surety shall continue in full force and effect on behalf of the COUNTY in an amount approved by the AGENT. The amount of surety may be reduced from the original sum required by the Subdivision Agreement provided that OWNER submit with this Addendum a current Certified Engineer's Estimate current certifying the cost for completion of the installation of all remaining and required improvements, and upon approval of such reduction by the COUNTY.

3. This agreement constitutes an Addendum only to the Subdivision Agreement dated \_\_\_\_\_, \_\_\_\_\_ between the parties hereto. The requirements and responsibilities of the parties, as contained in the above referenced Subdivision Agreement shall remain in full force and effect and the COUNTY shall maintain the right to declare OWNER to be in default of such agreement should OWNER fail to comply with any condition of the Subdivision Agreement or this Addendum thereto.

\_\_\_\_\_  
(type) Name of Corporation/Partnership/LLC

By: \_\_\_\_\_  
Signature of the Authorized Person to Sign for the Corporation/Partnership/LLC

Its: \_\_\_\_\_  
Title of the Authorized Person to Sign for the Corporation/Partnership/LLC

COMMONWEALTH OF \_\_\_\_\_  
CITY/COUNTY OF \_\_\_\_\_, to-wit:

The foregoing document was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ who is the \_\_\_\_\_ of the corporation/partnership/llc (if applicable.)  
(title)

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

My Commission Expires: \_\_\_\_\_

Registration number: \_\_\_\_\_

\_\_\_\_\_  
(sign individual owner)

\_\_\_\_\_  
(sign individual owner)

COMMONWEALTH OF \_\_\_\_\_

CITY/COUNTY OF \_\_\_\_\_, to-wit:

The foregoing document was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_,  
20 \_\_\_\_, by \_\_\_\_\_.

(individual owner(s))

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

My Commission Expires: \_\_\_\_\_

Registration number: \_\_\_\_\_

COUNTY OF SPOTSYLVANIA, VIRGINIA

By: \_\_\_\_\_

Ed Petrovitch  
COUNTY ADMINISTRATOR

COMMONWEALTH OF VIRGINIA  
COUNTY OF SPOTSYLVANIA, to-wit:

The foregoing document was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_,  
20 \_\_\_\_, by Ed Petrovitch, who is the County Administrator of Spotsylvania  
County.

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

My Commission Expires: \_\_\_\_\_

Registration number: \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
COUNTY ATTORNEY