

SUBDIVISION AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 20____, by and between _____, party of the first part, hereinafter referred to as the "Owner", the **CITY OF CHESAPEAKE, VIRGINIA**, a municipal corporation, party of the second part, hereinafter referred to as "City".

WHEREAS, the Owner has caused to be subdivided into lots a certain tract or parcel of land situate in the _____ Borough of the City of Chesapeake, Virginia, as shown on a certain plat entitled _____, dated _____, _____, _____, made by _____, and desires to have said plat admitted to record in the Clerk's Office of the Circuit Court of the City of Chesapeake, Virginia; and

WHEREAS, under the terms of an existing ordinance to regulate and insure the orderly subdivision and development of land in the City of Chesapeake, Virginia, known as the Chesapeake Subdivision Ordinance, it is provided that before the final plat of subdivision is approved for recordation, all physical improvements required by said ordinance for the land so subdivided shall have been installed therein, except that in lieu of actual installation of said physical improvements, the subdivider shall enter into an agreement with bond in an amount equal to the total cost of such improvements guaranteeing that the improvements will be installed within a designated length of time; and

WHEREAS, installation of said improvements has not been completed and the Owner desires to enter into said Agreement and furnish bond so that the aforesaid plat may be approved for recordation.

NOW THEREFORE, THIS AGREEMENT WITNESSETH: That for and in consideration of the premises and the approval of said subdivision and the covenants and agreements herein contained, the parties hereto agree as follows:

1. The City does hereby authorize the necessary City officials to approve said plat of subdivision of _____ for recordation insofar as the requirements of said ordinance is concerned.

2. The Owner covenants and agrees that they will within _____ (___) months from the date of this agreement construct and install the physical improvements as required in the approved development plan for the property set forth in the aforesaid plat and as required by the provisions of the Chesapeake Subdivision Ordinance, and will, upon the execution of this Agreement, provide the City with a bond duly executed by the Owner and the Contractor as principals in the amount of \$ _____ with surety acceptable to the City, which is the estimated cost of installing physical improvements, conditioned upon the satisfactory performance of all the covenants and provisions of this Agreement. The aforementioned bond figure includes, but is not limited to, the estimated cost of street light and/or traffic signal installation, which cost the Owner as principal and/or the surety will pay to the City within fifteen (15) days of demand.

3. It is mutually understood and agreed that in the event the Owner and/or Contractor fails to complete the physical improvements provided hereinabove in the time designated, the City may complete or cause the same to be completed, and the Owner, and Contractor, as principals, and/or the surety shall be jointly and severally liable to pay to the City the entire cost necessary to complete said improvements.

4. It is further understood by the parties to this Agreement that in the event of default by the Owner and/or Contractor, as described above, the City may, at its option, collect

the total cost for the completion of the improvements from the Owner and/or Contractor as principals and/or the surety prior to the actual construction of same, which cost is to be determined by estimates prepared by the Department of Public Works of the City of Chesapeake. In the event the estimated cost is greater than the cost necessary to complete the construction, the City will refund to the Owner and/or Contractor and/or the surety the difference; in the event the estimated cost is less than the cost necessary to complete the construction, the Owner and Contractor as principals, and/or the surety will furnish to the City upon demand an amount equal to the difference in cost.

5. In the event that the Owner or Contractor defaults in any of the terms of this Agreement, the City shall have the right to refuse the issuance of building permits and/or to withhold all City services in the subdivision.

6. It is mutually understood and agreed that if the Owner and Contractor shall faithfully execute each and all requirements of the said Subdivision Ordinance and the provisions of this Agreement, and that the Department of Public Works shall certify that all outstanding bills owed to the City of Chesapeake by the Owner in regard to the above-referenced subdivision, including but not limited to inspection fees have been paid in full to the City of Chesapeake, then the aforementioned bond shall be released by the City to the Owner and/or Contractor. In the event the fees are not paid by the principal, the City may at its option, collect the inspection fees associated with the physical improvements from the Owner and/or Contractor as principals and/or the surety.

BOND AGREEMENT ATTACHED AS EXHIBIT "A"

WITNESS the following signatures and seals:

By _____

Title

STATE OF VIRGINIA,
CITY OF _____, to-wit:

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

Notary Public

My commission expires: _____ Registration No: _____

ATTEST: CITY OF CHESAPEAKE, VIRGINIA

City Clerk

City Manager

STATE OF VIRGINIA,
CITY OF CHESAPEAKE, to-wit:

The foregoing, instrument bearing date of _____, _____, 20_____,
was acknowledged before me this _____ day of _____, 20_____, by
_____, City Manager and
_____, City Clerk, respectively, of the City of Chesapeake.

Notary Public

My commission expires: _____ Registration No: _____

Approved as to form:

City Attorney