

**ANCILLARY AGREEMENT**

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

WHEREAS, the Owner has caused to be subdivided into lots, a certain tract or parcel of land situated in the \_\_\_\_\_ Borough of the City of Chesapeake, Virginia, as shown on a certain plat entitled \_\_\_\_\_, dated \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, made by \_\_\_\_\_, \_\_\_\_\_, and has previously entered into an agreement with bond dated \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, guaranteeing the installation of physical improvements as required by the Chesapeake Subdivision Ordinance; and

WHEREAS, the construction of certain improvements, as shown on the approved development plan for the subdivision, and as required by the above-mentioned agreement and the Chesapeake Subdivision Ordinance, have not yet been completed; and

WHEREAS, said Owner desires that its original subdivision agreement and bond be cancelled; and

WHEREAS, said Owner is willing to execute an agreement with surety to guarantee the installation of said improvements.

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

1. The said Owner hereby covenants and agrees that it will within \_\_\_\_\_ months, from the date of this agreement, install

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

as required by the Chesapeake Department of Public Works and as shown on the approved development plan for this subdivision, which plan is on file in the office of the Chesapeake Department of Public Works, and further agrees to comply with all provisions of the Chesapeake Subdivision Ordinance as it relates to the subject development. The said Owner further agrees that it will provide the City with a bond or cash deposit in the amount of \_\_\_\_\_ Dollars to guarantee the installation of said improvements for said period of time to guarantee faithful compliance with all the provisions of the Chesapeake Subdivision Ordinance; should the above amount not be sufficient to complete said improvements, the Owner agrees to pay a sum necessary for completion to the City on demand.

2. The City hereby agrees to release the Subdivision Agreement and bond heretofore entered into with the Owner dated \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_.

3. It is mutually understood and agreed that in the event the Owner 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 as principal and/or 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 the City may, at its option, collect the total cost for the completion of the improvements from the principal and/or 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 surety the difference.

5. In the event that the Owner 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 shall faithfully execute each and all requirements of the said Subdivision Ordinance and the provisions of this agreement, then the aforementioned bond shall be released by the City to the Owner.

BOND AGREEMENT ATTACHED AS EXHIBIT "A"

WITNESS the following signatures and seals:

Approved as to form:

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
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: \_\_\_\_\_