

(The City of Chesapeake is exempt from recordation taxes pursuant to Section 58-1-81.A.3 and Grantors are exempt pursuant to Section 58.1-811.C.5 of the 1950 Code of Virginia as amended.)

AGREEMENT

BY THIS AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the DEPARTMENT OF PUBLIC WORKS OF THE CITY OF CHESAPEAKE VIRGINIA ("City"), and \_\_\_\_\_

\_\_\_\_\_, ("Owner(s)"), whose address is \_\_\_\_\_,

the parties do hereby agree and bind themselves as follows:

WHEREAS, the City has designed a highway project for the \_\_\_\_\_  
\_\_\_\_\_ in the City of Chesapeake, Virginia, as shown on Plan # \_\_\_\_\_ Sheets \_\_\_\_\_; and

WHEREAS, the Owner(s) have developed a \_\_\_\_\_ plan which requires an alteration in the above referenced Highway Plan; and

WHEREAS, the Owner(s) have requested the City change its plan in this regard; and

WHEREAS, the Owner(s) would receive substantial benefit if the City would alter its plans to accommodate the features required for approval of the site plan of the Owner(s); and

The form of this document prepared by Chesapeake City Attorney's Office

TAX ID \_\_\_\_\_

The description was prepared by \_\_\_\_\_  
\_\_\_\_\_  
(if applicable)

Return to:  
Carole A. F. Gillespie, Right of Way Agent  
City of Chesapeake  
P.O. Box 15225  
Chesapeake, VA 23328

WHEREAS, such alteration would result in the City incurring additional cost and expense; and

WHEREAS, the Owner(s) do hereby agree to pay all additional costs and expense incurred by the City in exchange for its making such alteration, since such alteration benefits the Owner(s); and

WHEREAS, the City has requested that the Owner(s) guarantee payment for such alteration and the Owner(s) have agreed to make all required payments recited hereafter to the City, with the City having the authority to enforce all the obligations recited hereafter;

NOW, THEREFORE, WITNESSETH: That in consideration of the mutual covenants contained herein, the parties hereto agree as follows, to-wit;

1. Simultaneously with the signing of the Agreement, the Owner(s) agree to deposit with the City \$ \_\_\_\_\_ in cash, which money shall be used by the City to guarantee payment for the modification of the above referenced plans. This amount is an estimate only; any further amounts needed by the City over the estimate is to be paid by the Owners to the City in cash ten (10) days after request for such by the City.

Any further changes necessitated to accommodate the Owner(s) shall also be paid within ten (10) days after such request by the City. If the sum of \$ \_\_\_\_\_ is not used for this project, any excess will be refunded to the Owner(s) by the City.

2. The City will have the necessary changes made to the \_\_\_\_\_  
\_\_\_\_\_ plan. The City shall then proceed to make the changes necessary to accommodate the \_\_\_\_\_

plan as described in a letter dated \_\_\_\_\_, to \_\_\_\_\_,  
Engineer for the City of Chesapeake, from \_\_\_\_\_, Engineer for  
the Owner(s), which changes in general involve the construction of \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.

The Owner(s) agree that if the improvements require alteration for future use of the property,  
said alteration will be at the total expense of the Owner(s).

3. The Owner(s) understand that the amount deposited with the City to  
guarantee payment for the modification of the above referenced plans is an estimate only and  
that the Owner(s) shall agree to pay the City for any additional expenses above the estimated  
costs of the proposed modification, as agreed in Paragraph 1. If the Owner(s) fail to pay the City  
for the additional expenses within the ten (10) day period as outlined in Paragraph 1, then the  
City will regard the Owner(s) as being in default of this Agreement and the City shall seek any  
and all legal remedies available.

In the event of default, the Owner(s) shall agree to pay the City interest on the  
additional expenses owed the Department of Public Works at a rate of 12% per annum from the  
date of default until satisfied and all other costs the City should incur as a result of the Owner(s)  
default including, but not limited to Court costs and reasonable attorney's fees.

4. The Owner(s) agree to hold the City , its agents and employees harmless  
from any and all claims for loss, damage or injury to persons or property of whatever kind or  
nature arising out of the performance of this Agreement.

5. This Agreement constitutes the entire agreement between the parties and may be amended only in writing by all parties. This Agreement is governed by the laws of the Commonwealth of Virginia.

WITNESS the following signature(s) and seal(s):

DEPARTMENT OF PUBLIC WORKS  
OF THE CITY OF CHESAPEAKE

By \_\_\_\_\_ (SEAL)  
Director of Public Works

COMMONWEALTH OF VIRGINIA

CITY OF CHESAPEAKE, to-wit:

I, the undersigned, a Notary Public in and for the Commonwealth of Virginia, do hereby certify that Patricia C. Biegler, Director of Public Works of the City of Chesapeake, whose name(s) is/are signed to the foregoing agreement, dated the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, has acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public (SEAL)

My commission expires: \_\_\_\_\_ Registration No: \_\_\_\_\_

\_\_\_\_\_(SEAL)  
Name (Owner)

COMMONWEALTH OF VIRGINIA  
CITY OF CHESAPEAKE, to-wit:

I, the undersigned, a Notary Public in and for the Commonwealth of Virginia, do hereby certify that \_\_\_\_\_, whose name(s) is/are signed to the foregoing Agreement, dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, have acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

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

My commission expires: \_\_\_\_\_ Registration No: \_\_\_\_\_

APPROVED AS TO FORM :

BY: \_\_\_\_\_  
Assistant City Attorney