

**ANCILLARY AGREEMENT
(SIDEWALKS AND ROW VEGETATION)**

THIS AGREEMENT, made this _____ day of _____, _____,
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 and 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 the sidewalks, right of way vegetation, and surface course asphalt will be installed by _____, or when seventy-five percent (75%) of home construction has been completed on the recorded lots, whichever comes first, as required by 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:

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