

ANCILLARY AGREEMENT
(Sidewalks)

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 Suffolk, 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 Suffolk, 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 Suffolk Unified Development Ordinance (U.D.O.); 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 Suffolk Unified Development Ordinance (U.D.O.), 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 the sidewalks will be installed within 24 months of the date of this agreement or when seventy-five (75%) of home construction has been completed on the recorded lots, whichever comes first, as required by the Suffolk Department of Public Works, and further agrees to comply with all provisions of the Suffolk U.D.O. 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 Suffolk U.D.O.; 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 of the Subdivision Agreement and bond heretofore entered into by 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 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 Suffolk. 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.

WITNESS the following signatures and seals:

BY _____

ATTEST:

STATE OF _____,
CITY/COUNTY OF _____, to-wit:

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

Notary Public

My commission expires:

CITY OF SUFFOLK, VIRGINIA

BY _____
City Manager/Authorized Designee

ATTEST:

City Clerk

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

The foregoing instrument was acknowledged before me this _____ day of _____,
20____, by _____.
City Manager/Authorized Designee

Notary Public

My commission expires:

Approved as to form:

City Attorney

KNOW ALL MEN BY THESE PRESENTS, that _____, with its principal office at _____, as Principal, and _____, organized under the laws of the State of _____, and having its principal office in the City of _____, State of _____, as Surety, are held and firmly bound unto the City of Suffolk, Virginia, in the sum of \$_____ lawful money of the United States of America, for the payment of which well and truly to be made we bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

The conditions of this obligation is such that, whereas the Principal has entered into an Agreement with the City of Suffolk, Virginia, dated the ____ day of _____, 20____, relating to all physical improvements in the subdivision plat of _____ therein fully set forth, a copy of which is attached hereto as a part of thereof.

NOW THEREFORE, if the said Principal shall well and truly perform each and every provision of the said Agreement, then this obligation to be void, otherwise to remain in full force and effect.

IN WITNESS WHEREOF, the said _____, Principal, has signed and sealed this bond, and the said _____, Surety, has caused the same to be signed in its name and its corporation seal to be hereto affixed and attested by its duly authorized Attorney in Fact, this ____ day of _____, 20 ____.

By: _____

Title

ATTEST:

Secretary

By: _____
Attorney in Fact