

COMPREHENSIVE DEVELOPMENT PLAN BOND

KNOW ALL MEN BY THESE PRESENTS, that we, _____
_____,
hereinafter referred to as the Principal, and _____
_____, Surety, are held and firmly bound unto
the City of Roanoke, Virginia, in the sum of _____,
(\$_____) shall be for those certain improvements including but not limited to
curb, gutter, sidewalk, roadway, standard entrances, landscaping, storm sewer piping,
stormwater management facility and erosion and sediment control measures, good and
lawful money of the United States, to be paid to the City, for which payment well and
truly to be made we do bind ourselves, our heirs, personal representatives and assigns,
jointly and severally, firmly by these presents, and we do hereby waive the benefit of our
homestead exemptions as to this obligation.

WHEREAS, the Principal has proposed to undertake a site development activity
upon a certain tract of land, identified as Tax Parcel #_____, situate in the
City of Roanoke, Virginia, and has caused to be made a comprehensive development
plan, which plan is entitled,
“ _____,” prepared by
_____, under date of _____, 20_____.

WHEREAS, as a prerequisite for and in consideration of the final acceptance of
the development and in compliance with the provisions of Chapter 36.2, Zoning,
Chapter 11.1, Erosion and Sediment Control, and Chapter 11.4 Stormwater
Management, Code of the City of Roanoke (1979), as amended, the Principal has
agreed to construct, install and provide, at its sole expense, certain erosion and
sediment control measures, and certain physical improvements, make provisions for
easements and other rights in real estate on, in and upon the land embraced within the

aforesaid tract of land, or adjacent thereto, which site improvements and rights are more fully set out and described in a certain written Agreement entered into by the Principal with the City under date of _____, 20____, a copy of which is attached hereto and made a part hereof, which agreement is referred to as the "Agreement";

WHEREAS, by the terms of the Agreement, the Principal has agreed and shall undertake to provide, install and complete all of the aforementioned site improvements and rights within _____ (____) days from the date of the Agreement; and

WHEREAS, any alteration which may be made in the terms of the Agreement, including, without limitation, the amount to be paid or the work to be done under it, or the giving by the City of any extension of time for the performance of the Agreement or any other forbearance of any nature whatsoever on the part of either the City or the Principal to the other shall not in any way release the Principal, and the Surety, or either of them, their heirs, executors, administrators, successors, or assigns from their liability hereunder, and notice of such alteration, extension, or forbearance is hereby expressly waived by Surety.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the Principal shall perform its obligations and agreements fully and satisfactorily as set forth in the Agreement within the time and in the manner therein specified and required, then this obligation is void, otherwise, it shall remain in full force and effect indefinitely.

WITNESS the following signatures and seals this _____ day of _____, 20__.

If Principal is a corporation:

(Name of Corporate Principal) _____

ATTEST:

Secretary

By _____
President

If Principal is an individual:

WITNESS:

(Individual
Principal) _____(Seal)

Approved as to Amount of Bond:

Development Engineer

(Surety) _____ (Seal)

By _____ (Seal)

Attorney-in-Fact
(Attach copy of Power-of-Attorney)