

## LAND SUBDIVIDER'S AGREEMENT

THIS AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_, by and between \_\_\_\_\_, its successors and assigns, hereinafter referred to as the "Subdivider", and the CITY OF ROANOKE, a municipal corporation of the Commonwealth of Virginia, hereinafter referred to as the "City,"

### W I T N E S S E T H:

THAT, WHEREAS, the Subdivider is the owner of, and has proposed to subdivide, a certain tract of land in the City and desires to record a plat of subdivision of such parcel known as " \_\_\_\_\_ ", Official Tax Map No(s). \_\_\_\_\_, which plat was prepared by \_\_\_\_\_, under date of \_\_\_\_\_, 20\_\_\_ (hereinafter referred to as the "Plat"), a copy of which, together with all other plans, specifications, and cross sections of said tract, is attached hereto and incorporated by reference; and

WHEREAS, under the provisions of Chapter 11.1, Erosion and Sediment Control, Chapter 11.6, Stormwater Management, and Chapter 31.1, Subdivisions, of the Code of the City of Roanoke (1979), as amended (hereinafter, "City Code"), providing for regulations governing the subdivision of lands and/or erosion and sediment control measures and/or stormwater management within the City, the Subdivider, as a prerequisite to the approval and recordation of its subdivision Plat, is required to provide certain physical improvements and/or certain erosion and sediment control measures and/or certain stormwater management measures to the land within its subdivision, or adjacent to the same (collectively hereinafter, "Improvements"), which are described and set out on Exhibit A, attached hereto and incorporated herein by reference.

July 2017

NOW, THEREFORE, THIS AGREEMENT FURTHER WITNESSETH that, pursuant to the provisions of Chapters 11.1, 11.6, and 31.1, of the City Code, and in consideration of the approval of the Plat by the City Engineer, when required, and the Subdivision Agent, and in further consideration of the privileges of admitting to public record the Plat, the Subdivider hereby agrees to construct, install, and provide at the Subdivider's sole expense and within the time hereinafter provided and in accordance with the requirements of Chapters 11.1, 11.6, and 31.1 of the City Code, and the plans and specifications approved by the City, on, in and upon the land embraced within the aforesaid subdivision, or adjacent to the same, those certain Improvements described and set out in Exhibit A, the approximate total cost of which is estimated to be \$\_\_\_\_\_. Also in consideration of the City's approval of the Plat, to guarantee the proper and satisfactory installation of the Improvements, the Subdivider is depositing with the City contemporaneously herewith a (check one):  Certified check or cash escrow;  Personal, corporate or property bond, with surety;  Contract for the construction of such facilities and the Contractor's bond, or  Bank or savings institution's letter of credit in the amount of \$\_\_\_\_\_ as required by Section 31.1-500 of the City Code.

Letters of Credit must be automatically renewable and be irrevocable for a period of at least thirty (30) days beyond the time of performance provided for in the following paragraph.

The Subdivider further agrees that each and every one of the aforementioned Improvements as set out in Exhibit A will be properly and satisfactorily provided, installed and completed by \_\_\_\_\_, 20\_\_\_\_.

**(Corporate Subdividers: Sign, attest, affix seal and have acknowledged)**

WITNESS our hands and seals as of the date first above written:

(Type Full Legal Name of Corporate Subdivider):

\_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Secretary

By \_\_\_\_\_  
President

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

(CORPORATE SEAL)

State of Virginia }  
                          } To-wit:  
City of Roanoke    }

I, \_\_\_\_\_, a Notary Public in and for the City of Roanoke, in the State of Virginia, do certify that

\_\_\_\_\_, on behalf of Subdivider, whose name(s) (is/are) signed to the foregoing Land Subdivider's Agreement, bearing date of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, (has/have) personally appeared before me and acknowledged the same.

GIVEN under my hand this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

My Commission expires: \_\_\_\_\_.

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

***(Individual Subdividers: Sign and have acknowledged)***

WITNESS our hands and seals as of the date first above written:

\_\_\_\_\_  
Typed Name

\_\_\_\_\_  
Typed Name

\_\_\_\_\_  
Signature (Seal)

\_\_\_\_\_  
Signature (Seal)

State of Virginia }  
                          } To-wit:  
City of Roanoke }

I, \_\_\_\_\_, a Notary Public in and for the City of Roanoke, in the State of Virginia, do certify that \_\_\_\_\_, Subdivider, whose name(s) (is/are) signed to the foregoing Land Subdivider's Agreement, bearing date of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, (has/have) personally appeared before me and acknowledged the same.

GIVEN under my hand this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

My Commission expires: \_\_\_\_\_.

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

\_\_\_\_\_  
Typed Name

\_\_\_\_\_  
Typed Name

\_\_\_\_\_  
Signature (Seal)

\_\_\_\_\_  
Signature (Seal)

State of Virginia }  
                          } To-wit:  
City of Roanoke    }

I, \_\_\_\_\_, a Notary Public in and for the City of  
Roanoke, in the State of Virginia, do certify that  
\_\_\_\_\_, Subdivider, whose name(s) (is/are) signed to  
the foregoing Land Subdivider's Agreement, bearing date of the \_\_\_\_\_ day of  
\_\_\_\_\_, 20\_\_\_, (has/have) personally appeared before me and  
acknowledged the same.

GIVEN under my hand this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_.

My Commission expires: \_\_\_\_\_.

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

**City:**

Approved as to Amount of Security:

\_\_\_\_\_  
Development Review Engineer