

**COMPREHENSIVE DEVELOPMENT PLAN AGREEMENT**

THIS AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_, by and between \_\_\_\_\_, hereinafter referred to as the “Developer”, 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 Developer has proposed to undertake development activity upon a certain parcel of land, identified as Tax Parcel # \_\_\_\_\_, situate in the City and has caused to be made a comprehensive development plan, which plan is entitled “ \_\_\_\_\_ ”, prepared by \_\_\_\_\_, under date of \_\_\_\_\_, 20\_\_\_, with revision dates of \_\_\_\_\_, 20\_\_\_; \_\_\_\_\_, 20\_\_\_; and \_\_\_\_\_, 20\_\_\_; which plan is hereinafter referred to as the “Plan”;

WHEREAS, under the provisions of, Erosion and Sediment Control (Chapter 11.1), Zoning (Chapter 36.2), and Stormwater Management (Chapter 11.6), Code of the City of Roanoke (1979), as amended, providing for regulations governing the site development by comprehensive development plan review within the City, the Developer, as a prerequisite to the approval of the Plan, is required to provide certain physical improvements and certain erosion and sediment control measures, on, in and upon such parcel of land, which improvements and erosion and sediment control measures are set out and described in the Plan, which Plan is attached hereto as Exhibit A and made a part of the Agreement.

NOW, THEREFORE, THIS AGREEMENT FURTHER WITNESSETH that, pursuant to the provisions of Chapters 11.1, 11.4 and 36.2, of the Code of the City of Roanoke (1979), as amended, and in consideration of the approval by the City of the

Plan, the Developer hereby agrees to construct, install and provide at the Developer's sole expense and within the time hereinafter provided and in accordance with the requirements of Chapters 11.1, 11.4 and 36.2 of the Code of the City of Roanoke (1979), as amended, and the plans and specifications therefore approved by the City, on, in and upon the said parcel of land, or adjacent to the same, those certain improvements and erosion and sediment control measures set out and described in the Plan, the approximate total cost of which is estimated to be \$\_\_\_\_\_. To guarantee the proper and satisfactory installation of the improvements, erosion and sediment control measures described and set out in the Plan, the Developer is depositing with the City contemporaneously herewith either a bond with surety, cash escrow, or letter of credit in at least the amount of the aforesaid total estimate cost.

The Developer further agrees that each and every one of the aforementioned improvements and erosion and sediment control measures, on, in and upon the land embraced within the aforesaid tract of land or adjacent thereto, as set out in Exhibit A will be properly and satisfactorily provided, installed and completed by \_\_\_\_\_, 20\_\_.

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

(Name of Developer)

If Developer is a Corporation:

ATTEST:

\_\_\_\_\_

\_\_\_\_\_  
Secretary

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

If the Developer is an individual:

WITNESS:

(Individual Developer)

\_\_\_\_\_

\_\_\_\_\_

City of Roanoke

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