



## SITE AGREEMENT

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ (month, year) by and between \_\_\_\_\_ (name), hereinafter called "Developer", party of the first part, and the Board of Supervisors of Roanoke County, Virginia, hereinafter called "County", party of the second part.

### WITNESSETH

WHEREAS, Developer desires approval by the County, through its designee, for a project known as: \_\_\_\_\_ (project name), prepared by \_\_\_\_\_ (preparer), dated \_\_\_\_\_ (month, day, year), and all revisions thereof, (The Project), the Developer agrees to construct and install all of the physical improvements and facilities shown on the approved plans and profiles, as required by the Policies and Ordinances of the County, the approximate total cost of which improvements is estimated to be \$\_\_\_\_\_ by \_\_\_\_\_ (month, day, next year), which is one year from the date of this Agreement; and

WHEREAS, the County desires to ensure compliance with all regulations governing the site development including certain physical improvements and controls set forth in the Agreement.

NOW THEREFORE, for and in consideration of the foregoing premises and the following terms and condition, and in further consideration of the approval of The Project by the County and the issuance of permits for the work proposed to be done thereunder, DEVELOPER AGREES as follows:

1. To comply with all requirements of Chapter 8.1 – “Erosion and Sediment Control”, Chapter 23 – “Stormwater Management”, Chapter 29 – “Subdivision Ordinance”, and Appendix A – “Zoning Ordinance” of the Roanoke County Code, as amended; the adopted Bonding Policy, the Site Agreement, the Erosion and Sediment Control Agreement, the Stormwater Management Agreement and any and all applicable State and Federal laws, and all proffered conditions.
2. To provide and maintain adequate all weather access, including snow removal and ice control, from all occupied dwellings to a public highway in the primary or secondary highway system.

3. To be responsible for having the streets and other improvements in any dedicated right-of-way accepted by the Virginia Department of Transportation (VDOT) into the State system of highways; to comply with all requirements of VDOT for acceptance; and to make prompt application upon completion of the required work for acceptance by that department.

4. That no construction or improvement required hereunder shall be considered complete until it is accepted for its maintenance. The Developer further agrees to be responsible for all maintenance and deterioration of the physical improvements and facilities until such acceptance.

5. To provide a Performance Bond, Irrevocable Letter of Credit, or Cash Escrow, with surety satisfactory to the County, in accordance with the County's adopted policies, to secure performance of this Agreement.

6. To indemnify and hold harmless the County from all loss or damage to property, or injury, or death of any and all persons, or from any suits, claims, liability or demands in connection with the physical improvements and facilities, however caused, arising directly or indirectly from construction, failure to maintain or use of such improvements prior to final acceptance.

7. In the event that any suit, action or proceeding is brought by the County to enforce any provision of this Agreement, it is expressly agreed and understood that, regardless of when the breach of this Agreement occurs, the measure of damages recoverable shall be the costs of completion and/or correction of the work required by the Agreement as of the earlier of the following two dates: (a) when the work is actually completed and/or corrected to final local and final state approval and acceptance; or (b) date of trial.

It is further expressly agreed and understood that the measure of damages shall include, but shall not be limited to, construction, engineering, surveying, maintenance, deterioration, administration, supervision, reasonable attorney's fees and any costs associated or related to any litigation of this Agreement and shall be adjusted for inflation.

8. That if any clause or portion of this Agreement is found not to be valid and binding, the remainder shall continue in full force and effect.

WITNESS the following signatures and seals:

\_\_\_\_\_  
Developer Organization Name

By: \_\_\_\_\_  
Authorized Developer Signature

\_\_\_\_\_  
Type Authorized Developer Signatory Name and Title

Address:  
\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Telephone No.

\_\_\_\_\_  
IRS ID#

Accepted:

BOARD OF SUPERVISORS OF  
ROANOKE COUNTY, VIRGINIA

APPROVED AS TO FORM:

\_\_\_\_\_  
Tarek Moneir,  
Director of Development Services

\_\_\_\_\_  
County Attorney's Office