



City of Peachtree Corners

Community Development Department

310 Technology Parkway

Peachtree Corners, Georgia 30092

Phone: 678-691-1200

www.peachtreecornersga.gov

End of Development (EOD) Package

Residential & Commercial Projects

Required Documents List

Certificate of Development Conformance

Performance & Maintenance Agreement

Surety Calculation Forms

Surety Templates

August 2022

Summary

This End of Development packet contains the necessary forms, links, agreements, and templates needed to obtain a Certificate of Occupancy (CO), a Certificate of Completion (CC), or an approved Final Plat; depending on the type of development. The documents on the following pages are required by most of the developments within the City and it is suggested that these items get compiled and submitted well in advance of the completion of the project to prevent delays. Links to plat and as-built checklists, agreements, and other information can be found [here](#).

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End of Development Package Instructions

Required End of Development Documents

A comprehensive list of documents that need to be provided prior to obtaining a CO, CC, or Final Plat approval. Not all documents are required for all development types, but most are required. See the next page for guidance.

Certificate of Development Conformance

A certificate that is submitted by the owner/developer stating that all the required improvements are installed and/or appropriately covered by the Development Performance and Maintenance Agreement. The City will ultimately sign the certificate and return to the owner/developer once a final site inspection and all the required documents are approved.

Development Performance and Maintenance Agreement

An agreement and indemnification between the property owner and the City stating that the owner agrees to provide performance and maintenance sureties as appropriate and warrants that uninstalled improvements will be installed and installed improvements will be maintained. The performance amount will represent 110% of the estimated cost of any uninstalled infrastructure and landscaping and the maintenance amount will represent 50% of the estimated costs all installed landscaping throughout the project as well as the infrastructure installed in the right of way.

Performance & Maintenance Surety Calculation Forms

Forms that are used to calculate the amounts needed for the performance and maintenance sureties. The forms can be found at the bottom of the [Land Development Webpage](#) under "Surety Calculation Forms". Forms should be filled out and include current industry cost estimates for landscaping and development infrastructure. These should be submitted for approval prior to acquiring surety.

Development Performance & Maintenance Letter of Credit, Bond, and Escrow Templates

The owner/developer has the option of submitting the required sureties in the form of letters of credit, bonds, or escrow checks. Each option has a specific template that should be used by the insurance or lending company. It is incumbent on the owner/developer to complete the work for which the surety covers or provide replacement sureties, as applicable.

Required End of Development Documents

1. Final Plat – This document needs to be submitted for review if there is any subdivision of land. The final plat must be approved and recorded prior to obtaining building permits. See [Final Plat Checklist](#) requirements. All plats should be submitted [to ePlan \(EPS\)](#) for review.
2. Approved Final Site Inspection – Pass final site inspection to verify all punch-list items. Final inspection can be scheduled with Land Development Inspector, Matthew Brown (mbrown@peachtreecornersga.gov)
3. Recorded Post-Construction Stormwater Facility Maintenance Agreement. Provide the City a signed hardcopy of the approved SWFMA to be signed by the City’s Director. Once signed by the City, pick up document, take to Gwinnett County to be recorded, provide City a digital copy of the recorded document.
4. Attachment A “Certificate of Development Conformance” in the [End of Development Package](#).
5. Attachment B “Development Performance and Maintenance Agreement” in the [End of Development Package](#).
6. Post-Construction As-Built Survey of Site and Storm Drainage. As-builts shall be based on a certified boundary survey delineating the entirety of the property. Detailed list of requirements for as-built found [here](#).
7. Post-Construction As-Built Hydrology Study. Study must verify that the Stormwater Facility was constructed in conformance with the approved hydrology report and construction plans approved by the LDP. Detailed list of requirements found [here](#).
8. Approval of as-builts by all applicable outside agencies that were needed for initial LDP approval (county and state transportation, county fire, sewer, water, land development, environmental health, etc.).
9. DWG AutoCAD file of as-built site survey in specific format found in this [guidance document](#). For additional questions, please contact GIS Manager, Layi Taylor ltaylor@peachtreecornersga.gov
10. Applicable sureties.
 - A performance surety is required for any incomplete work (unplanted landscaping, topping, etc.) that was permitted in the LDP. Depending on surety type selected, fill out Attachment C, D, **or** E in the [End of Development Package](#). Prior to providing surety, fill out the [performance surety calculator](#) and submit for approval.
 - A maintenance surety is required for all planted landscaping and work done in the Right-of-Way. Depending on surety type selected, fill out Attachment F, G, **or** H in the [End of Development Package](#).
11. Recorded Final Plat and Homeowners’/Property Owners’ Association documents. (if applicable to your project)

ATTACHMENT A
Certificate of Development Conformance (CDC)

TO: City of Peachtree Corners
DEVELOPMENT NAME: _____
DEVELOPMENT PERMIT NO.: _____ FINAL PLAT NO.: _____
STREET ADDRESS: _____

THIS CERTIFIES that all site work and construction authorized under the Development Permit noted above is in compliance with all plans, specifications, and other conditions approved under the Development Permit and all applicable standards, regulations, codes and ordinances adopted by Peachtree Corners as may have been amended by Waiver, Variance, or other relief provided through formal appeal procedures for the subject property, with the sole exception of those improvements so described in the attached DEVELOPMENT PERFORMANCE AND MAINTENANCE AGREEMENT.

OWNER / CORPORATE REPRESENTATIVE:

Date: _____	_____
	Company Name
_____	_____
Notary Public OR Corporate Secretary	Signature
<i>(Notary Stamp or Corporate Seal)</i>	_____
	Print Name & Title

	Address

	Phone & Email

FINAL INSPECTION HAS BEEN COMPLETED & APPROVED BY THE CITY OF PEACHTREE CORNERS AND APPROVAL IS RECOMMENDED BY:

_____ DEVELOPMENT INSPECTIONS MANAGER	_____ DEPARTMENT OR DIVISION DIRECTOR
_____ DATE SIGNED	_____ DATE SIGNED

NOTE: After approval, alteration of the site, the structures therein or the public utilities thereunder by the owner listed herein not in accordance with the Development Permit first noted herein or a subsequently approved Development Permit, shall without further provision immediately nullify this approval and cause this document to be NULL AND VOID.

ATTACHMENT B
DEVELOPMENT PERFORMANCE AND MAINTENANCE AGREEMENT

TO: City of Peachtree Corners, GA
PROJECT NAME: _____
DEVELOPMENT PERMIT NO. _____ FINAL PLAT NUMBER (if applicable) _____
STREET ADDRESS: _____

This agreement is to provide assurance that the below-signed property owner, or its administrators, executors, successors, heirs, or assigns of this development agrees to the following as a condition precedent to the approval of any applicable Final Subdivision Plat or the issuance of any Certificate of Occupancy or Completion for the development.

Performance Items include all infrastructure and/or landscaping on the approved development plan that have not been installed.

Maintenance Items include all infrastructure and /or landscaping on the approved plans that have been installed.

1. PERFORMANCE SURETY:

- [] All required infrastructure and landscaping have been installed and no performance surety is required.
- [] All required improvements on the approved plans have not been installed and a performance surety is required. The owner has agreed to provide a performance surety to the City in the sum of \$ _____, representing 110% of the estimated cost of the street improvements, sidewalks, and required landscaping not installed at the time of this agreement. An approved Performance Surety Calculation Form and acceptable performance surety are included as part of this agreement.

2. MAINTENANCE SURETY

The owner hereby warrants to the City that all completed street improvements, curb & gutter, stormwater infrastructure & facilities, sidewalks, and required landscaping within the development shall be maintained in compliance with the minimum standard requirements of the City in force as of the date of this agreement, provided that this warranty shall apply only in such instances of non-compliance with such standard requirements as to which the City shall have given written notice to the property owner, or its administrators, executors, successors, heirs, or assigns on or before the date of _____, 20____, said date being 18 calendar months from the date of this agreement for all applicable installed improvements.

The owner has agreed to provide a maintenance surety to the City in the sum of \$ _____, representing 50% of the estimated cost of the installed street improvements, curb & gutter, stormwater infrastructure & facilities, sidewalks, and required landscaping within the development in guarantee of the faithful maintenance required under this section of the agreement. An approved Maintenance Surety Calculation Form and acceptable maintenance surety are included as part of this agreement.

3. INDEMNIFICATION

The owner hereby agrees to indemnify the City and its agents and employees and hold the City and its agents and employees harmless from any and all damages which the City may suffer and from any and all liability, claims, including interest thereon, demands, attorney's fees and costs of defense, or judgments against it, arising from errors or omissions in the design or construction of the development or from the effects of stormwater flows onto, from, or across any and all lands as a result of the development, and owner expressly agrees to defend against any claims brought or actions filed against the City where such claim or action involves in whole or in part, the subject of the indemnity contained herein whether such claims or actions are rightfully or wrongfully brought or filed. This indemnification shall commence upon the date of this agreement and shall continue in full force and effect for a period of 10 years thereafter.

4. SEVERABILITY

If any section, subsection, sentence, clause, or phrase of this agreement shall be declared or otherwise adjudged unconstitutional or void, the validity of the remaining portions of this agreement shall not be affected thereby, it being the intent of City of Peachtree Corners in adopting this agreement that no portion or provision of this agreement shall become inoperative or fail by reason of the unconstitutionality or invalidity of any section, subsection, sentence, clause, phrase, or provision of this agreement.

5. ASSIGNMENT OF LIABILITY

The owner hereby agrees that any assignment or transfer of the provisions of Section 3, INDEMNIFICATION, above, in whole or in part, to any successor in title or other person, shall be approved by the City of Peachtree Corners City Council and recorded with the Clerk of the Superior Court of Gwinnett County. A copy of said legal instrument, as recorded, shall be filed with the Community Development Department.

Date _____, 20__

Company/Organization

Signature: Notary Public OR Corporate Secretary

Signature

(Notary or Corporate Seal)

Print Name & Title

Address

Phone & Email

ATTACHMENT C
DEVELOPMENT PERFORMANCE LETTER OF CREDIT
(SAMPLE FORM - Prepare on financial institution letterhead)

Letter of Credit # _____

Date: _____

City of Peachtree Corners
310 Technology Circle
Peachtree Corners, GA 30092

Subject: Instrument of Credit Delivered as Performance Surety
Combined Performance and Labor & Materials Security

Project Name & Number: _____

To whom it may concern:

The _____, a financial institution, subject to regulation by the State of Georgia or the Federal Government of the United States of America and licensed to do business in the State of Georgia, delivers to the City of Peachtree Corners this instrument of credit as security for performance of installation and completion of certain designated improvements, in accordance with the City of Peachtree specifications, as shown on the approved Development Plans, and identified as project _____, located at _____, and referred to herein and by this reference made a part hereof, subject to the following conditions:

We pledge that we hold and will hold on deposit the sum of _____ dollars (\$_____) as shown on the Performance Surety Calculation Form and the Development Performance and Maintenance Agreement, dated _____, as trust funds guaranteed for payment to the City of Peachtree Corners to secure _____, hereinafter referred to as "Owner", faithful performance of the improvements as shown on the approved Development Plans and conditions of approval of the development project.

We will so hold this sum until the commencement, completion, and written acceptance by the City of Peachtree Corners of all improvements under the approved Development Plans or for 18 months from issuance of this letter of credit, whichever is sooner. Upon the completion of said work, a representative of the City of Peachtree Corners will provide a letter of confirming the completed work along with the original letter of credit and original amendment (if applicable) to the financial institution. The parties agree that should the above-referenced work and improvements fail to be completed within eighteen (18) months of issuance of this letter of credit, said letter of credit shall be automatically extended without amendment for one year from the stated expiration date and successfully from any future extended expiration date unless at least 60 days (sixty) prior to any such expiration date we shall send you by courier a notice that we have elected not to renew this letter of credit for any such additional period.

No alteration of the improvement plans for the work, agreed by the City of Peachtree Corners and Owner, shall relieve us from liability on this letter of credit. We give consent for any such alterations to be made without further notice to or consent by us. We hold ourselves bound without regard to and independently of any action against Owner whenever taken.

We further agree that if City of Peachtree Corners sues on this letter of credit, we will pay, in addition to the face value of this letter, all reasonable costs, expenses and attorneys' fees incurred by it in successfully enforcing the obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

This instrument of credit is irrevocable.

FINANCIAL INSTITUTION

I swear under the penalty of perjury that I have authority to bind the above-named financial institution to the terms of this letter of credit.

Date: _____

Signature: _____

Print Name: _____

Title: _____

OWNER

The undersigned hereby agrees to all the terms and conditions set forth and releases the financial institution executing this letter of credit from all liability except as herein set forth.

Date: _____

Signature: _____

Print Name: _____

Title: _____

ATTACHMENT D
DEVELOPMENT PERFORMANCE BOND
(SAMPLE FORM - Prepare on company letterhead)

Bond # _____

Date: _____

City of Peachtree Corners
310 Technology Circle
Peachtree Corners, GA 30092

Subject: Performance Surety on Development Improvements

Project Name & Number: _____

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned _____, as principal and _____, as surety, subject to the regulation by the State of Georgia or the Federal Government of the United States of America and licensed to do business in the State of Georgia, are held and firmly bound unto the CITY OF PEACHTREE CORNERS, 310 TECHNOLOGY PARKWAY, PEACHTREE CORNERS, GA 30092 as obligee, in the sum of \$_____ AND NO/100 DOLLARS (\$_____) as shown on the Performance Surety Calculation Form and the Development Performance and Maintenance Agreement, dated _____, for payment of which well and truly to be made, the said principal and the said surety bind themselves, their heirs, administrators, executors and successors and assigns, firmly by these presents.

WHEREAS, the principal has certain designated and proposed improvements as shown on the approved Development Plans, and identified as project _____, located at _____, and referred to herein and by this reference made a part hereof.

WHEREAS, as a condition precedent to the approval of a final plat or issuance of a Certificate of Completion, the principal is required under the Development Regulations of the City of Peachtree Corners, to furnish a performance bond to the City of Peachtree Corners conditioned as therein set forth;

NOW, THEREFORE, if the principal shall well and truly do, perform and accomplish in due time, form and manner all the terms and conditions of said permit upon the principal's part to be done, performed and accomplished, and shall indemnify the City of Peachtree Corners against any failure to complete or failure to perform such land disturbing activity in accordance with the permitted plans and specifications as may be permitted by the Director of the Public Works Department of the City of Peachtree Corners, and, further such incomplete work or work not in accordance with such permitted plans and specifications which otherwise has created hazardous conditions, or non-compliant conditions, will be corrected to eliminate hazardous conditions, or non-compliant conditions as specifically set forth and required in the Development Regulations of the City of Peachtree Corners, then this obligation to be void upon written notice by City of Peachtree Corners that Principal has complied with all the terms and conditions of said permit, otherwise to remain in full force and effect.

Except as to liability accruing prior to the effective date of cancellation, the surety's liability on this bond shall be terminated thirty (30) days after receipt by the City of Peachtree Corners of written notice of the Surety's intent to cancel, at which time it shall be the duty of the City of Peachtree Corners to release in writing such

bond, and it shall be the further duty of the Contractor, as Principal, to obtain a substitute bond in lieu of this bond in the event a bond is required to remain in full force and effect pending completion or satisfactory completion of land disturbing activities contemplated to be covered under the terms of this bond.

Any person, firm or corporation injured in person or property by reason of any violation of said laws, ordinances or regulations by said principal, or by any act, default or omission constituting a breach of any of the conditions of this bond, may maintain a suit or action hereon for such injury or damage.

SIGNED, SEALED, AND DATED THIS _____ DAY OF _____, 20__.

PRINCIPAL:

Signature

Name & Title

Address

SURETY:

Name

Signature of President or Attorney-In-Fact

ATTEST:

Notary Public or Corporate Secretary & Seal

ATTACHMENT E
DEVELOPMENT PERFORMANCE ESCROW AGREEMENT

(SAMPLE FORM - Prepare on company letterhead)

This agreement entered into between The City of Peachtree Corners, a political subdivision of the State of Georgia, as party of the first part (hereinafter referred to as "City"); and _____ the undersigned Principal (hereinafter referred to as "Principal") as party of the second part; and the Finance Manager of the City of Peachtree Corners (hereinafter referred to as "Escrow Agent").

WHEREAS, the Principal has developed a (commercial project/ residential subdivision) in the City of Peachtree Corner known as _____ and permitted with Development Permit _____.

WHEREAS, development plans including proposed infrastructure and landscape improvements have been approved by the City of Peachtree Corners Public Works Department;

WHEREAS, the Principal has agreed, as its expense, to install said improvements within _____ months from the date of this agreement;

WHEREAS, the Public Works Department of The City of Peachtree Corners has deemed it will require the sum of \$ _____, as shown on the Performance Surety Calculation Form and the Development Performance and Maintenance Agreement, dated _____, the lawful money of the United States of America, to guarantee the truly and faithful installation of improvements by the Principal or its agents;

WHEREAS, this agreement shall be governed by the laws of the State of Georgia;

NOW AND THEREFORE, the Principal, has agreed to, upon the execution of this agreement, deposit with the Escrow Agent the sum of \$ _____, the lawful money of the United States of America, to be held in escrow by said Escrow Agent, under the following terms and conditions.

- A. The Escrow Agent, upon receipt of said funds, shall deposit said funds in a special escrow account along with other escrow funds received from other developers.
- B. The Principal hereby warrants to the City that certain improvements as attached hereto shall be truly and faithfully completed within _____ months of this agreement. In the event of noncompliance, the City shall notify the Principal in writing that the Principal is declared in default and that the escrow funds shall be deemed forfeited.
- C. In the event the Principal is declared in default, the City may, at its discretion, employ as agent for the Principal, a sub-contractor or sub-contractors necessary install said improvements and to bring said development within the provisions of the City of Peachtree Corners ordinances and regulations pertaining to same. Upon the employment by the City of said sub-contractor or sub-contractors necessary to correct said discrepancies, the Escrow Agent shall enter upon any bill received by such contractor for work performed, approved and authorized for payment. The Escrow agent shall disburse funds from escrow account to pay said bills directly to the sub-contractor or sub-contractors employed by the City as agent for the Principal referenced herein. In order to pay said bills so submitted, the Escrow Agent shall not be required to receive any authorization whatsoever, either oral or written; from the Principal, and said Escrow Agent shall in no way be personally liable or liable

as agent of the City for making said disbursements, provided; however, authorization for such disbursements has been given by the City of Peachtree Corners Public Works Department or its duly authorized agents.

- D. In the event the Principal, at his expense, installs the improvements within the time provided herein, the City, upon the request of the Principal, shall approve any such improvements and upon said approval shall authorize the Escrow Agent pay the Principal such sums as would represent the installed improvements as related to the total sum deposited in escrow with the Escrow Agent, however, retaining at all times sufficient funds to correct the remaining improvements, as applicable. If at the end of said time, all improvements have been installed, the City, shall authorize disbursements to the Principal from the escrow funds all the funds of the Principal and this agreement shall then terminate, and all liability and obligations hereunder shall immediately terminate.

SIGNED, SEALED AND DELIVERED this _____ day of _____, 20____ in the presence of:

Attest:

PRINCIPAL/DEPOSITOR:

Notary Public or Corporate Secretary

Name

(Corporate Seal)

Signature

Address

Phone

THE CITY OF PEACHTREE CORNERS:

Department

Date

Finance Manager

Date

SPECIAL INSTRUCTIONS FOR MAILING, ETC: _____

ATTACHMENT F
DEVELOPMENT MAINTENANCE LETTER OF CREDIT
(SAMPLE FORM - Prepare on financial institution letterhead)

Letter of Credit # _____

Date: _____

City of Peachtree Corners
310 Technology Circle
Peachtree Corners, GA 30092

Subject: Instrument of Credit Delivered as Maintenance Surety

Project Name & Number: _____

To whom it may concern:

The _____, a financial institution, subject to regulation by the State of Georgia or the Federal Government of the United States of America and licensed to do business in the State of Georgia, delivers to the City of Peachtree Corners this instrument of credit as security for maintenance of certain designated improvements, in accordance with the City of Peachtree specifications, as shown on the approved Development Plans, and identified as project _____, located at _____, and referred to herein and by this reference made a part hereof, subject to the following conditions:

We pledge that we hold and will hold on deposit the sum of _____ dollars (\$_____) as shown on the Maintenance Surety Calculation Form and the Development Performance and Maintenance Agreement, dated _____, as trust funds guaranteed for payment to the City of Peachtree Corners to secure _____, hereinafter referred to as "Owner", faithful maintenance of the improvements as shown on the approved Development Plans and conditions of approval of the development project.

We will so hold this sum until the commencement, completion, and written acceptance by the City of Peachtree Corners of all improvements under the approved Development Plans or for 18 months from issuance of this letter of credit, whichever is sooner. Upon the completion of said work, a representative of the City of Peachtree Corners will provide a letter of confirming the completed work along with the original letter of credit and original amendment (if applicable) to the financial institution. The parties agree that should the above-referenced work and improvements fail to be completed within eighteen (18) months of issuance of this letter of credit, said letter of credit shall be automatically extended without amendment for one year from the stated expiration date and successfully from any future extended expiration date unless at least 60 days (sixty) prior to any such expiration date we shall send you by courier a notice that we have elected not to renew this letter of credit for any such additional period.

No alteration of the improvement plans for the work, agreed by the City of Peachtree Corners and Owner, shall relieve us from liability on this letter of credit. We give consent for any such alterations to be made without further notice to or consent by us. We hold ourselves bound without regard to and independently of any action against Owner whenever taken.

We further agree that if City of Peachtree Corners sues on this letter of credit, we will pay, in addition to the face value of this letter, all reasonable costs, expenses and attorneys' fees incurred by it in successfully enforcing the obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

This instrument of credit is irrevocable.

FINANCIAL INSTITUTION

I swear under the penalty of perjury that I have authority to bind the above-named financial institution to the terms of this letter of credit.

Date: _____

Signature: _____

Print Name: _____

Title: _____

OWNER

The undersigned hereby agrees to all the terms and conditions set forth and releases the financial institution executing this letter of credit from all liability except as herein set forth.

Date: _____

Signature: _____

Print Name: _____

Title: _____

ATTACHMENT G
DEVELOPMENT MAINTENANCE BOND
(SAMPLE FORM - Prepare on company letterhead)

Bond # _____

Date: _____

City of Peachtree Corners
310 Technology Circle
Peachtree Corners, GA 30092

Subject: Maintenance Surety on Development Improvements

Project Name & Number: _____

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned _____, as principal and _____, as surety, subject to the regulation by the State of Georgia or the Federal Government of the United States of America and licensed to do business in the State of Georgia, are held and firmly bound unto the CITY OF PEACHTREE CORNERS, 310 TECHNOLOGY PARKWAY, PEACHTREE CORNERS, GA 30092 as obligee, in the sum of \$_____ AND NO/100 DOLLARS (\$_____) as shown on the Maintenance Surety Calculation Form and the Development Performance and Maintenance Agreement, dated _____, for payment of which well and truly to be made, the said principal and the said surety bind themselves, their heirs, administrators, executors and successors and assigns, firmly by these presents.

WHEREAS, the principal has installed certain designated improvements as shown on the approved Development Plans, and identified as project _____, located at _____, and referred to herein and by this reference made a part hereof.

WHEREAS, as a condition precedent to the approval of a final plat or issuance of a Certificate of Completion, the principal is required, under the Development Regulations of the City of Peachtree Corners, to furnish a bond for the maintenance of infrastructure, all site landscaping, and stormwater facilities to the City of Peachtree Corners for a period of 18 months conditioned as therein set forth;

NOW, THEREFORE, if the principal shall well and truly do, perform and accomplish in due time, form and manner all the terms and conditions of said permit upon the principal's part to be done, performed and accomplished, and shall indemnify the City of Peachtree Corners against any failure to complete or failure to perform and maintain such land disturbing activity and infrastructure in accordance with the permitted plans and specifications as may be permitted by the Director of the Public Works Department of the City of Peachtree Corners, and, further such incomplete work or work not in accordance with such permitted plans and specifications which otherwise has created hazardous conditions, or non-compliant conditions, will be corrected to eliminate hazardous conditions, or non-compliant conditions as specifically set forth and required in the Development Regulations of the City of Peachtree Corners, then this obligation to be void upon written notice by City of Peachtree Corners that Principal has complied with all the terms and conditions of said permit, otherwise to remain in full force and effect.

Except as to liability accruing prior to the effective date of cancellation, the surety's liability on this bond shall be terminated thirty (30) days after receipt by the City of Peachtree Corners of written notice of the Surety's

intent to cancel, at which time it shall be the duty of the City of Peachtree Corners to release in writing such bond, and it shall be the further duty of the Contractor, as Principal, to obtain a substitute bond in lieu of this bond in the event a bond is required to remain in full force and effect pending completion or satisfactory completion of land disturbing activities contemplated to be covered under the terms of this bond.

Any person, firm or corporation injured in person or property by reason of any violation of said laws, ordinances or regulations by said principal, or by any act, default or omission constituting a breach of any of the conditions of this bond, may maintain a suit or action hereon for such injury or damage.

SIGNED, SEALED, AND DATED THIS _____ DAY OF _____, 20__.

PRINCIPAL:

Signature

Name & Title

Address

SURETY:

Name

Signature of President or
Attorney-In-Fact

ATTEST:

Notary Public or Corporate
Secretary & Seal

ATTACHMENT H
DEVELOPMENT MAINTENANCE ESCROW AGREEMENT

(SAMPLE FORM - Prepare on company letterhead)

This agreement entered into between The City of Peachtree Corners, a political subdivision of the State of Georgia, as party of the first part (hereinafter referred to as "City"); and _____ the undersigned Principal (hereinafter referred to as "Principal") as party of the second part; and the Finance Manager of the City of Peachtree Corners (hereinafter referred to as "Escrow Agent").

WHEREAS, the Principal has developed a (commercial project/ residential subdivision) in the City of Peachtree Corner known as _____ and permitted with Development Permit _____.

WHEREAS, development plans, including proposed infrastructure and landscape improvements have been approved by the City of Peachtree Corners Public Works Department and installed by the Principal;

WHEREAS, the Principal has agreed, as its expense, to maintain said improvements for a period of 18 months from the date of this agreement;

WHEREAS, the Public Works Department of The City of Peachtree Corners has deemed it will require the sum of \$ _____, as shown on the Maintenance Surety Calculation Form and the Development Performance and Maintenance Agreement, dated _____, the lawful money of the United States of America, to guarantee the truly and faithful maintenance of improvements by the Principal or its agents;

WHEREAS, this agreement shall be governed by the laws of the State of Georgia;

NOW AND THEREFORE, the Principal, has agreed to, upon the execution of this agreement, deposit with the Escrow Agent the sum of \$ _____, the lawful money of the United States of America, to be held in escrow by said Escrow Agent, under the following terms and conditions.

- E. The Escrow Agent, upon receipt of said funds, shall deposit said funds in a special escrow account along with other escrow funds received from other developers.
- F. The Principal hereby warrants to the City that certain improvements as attached hereto shall be truly and faithfully maintained for 18 months from the date of this agreement. In the event of noncompliance, the City shall notify the Principal in writing that the Principal is declared in default and that the escrow funds shall be deemed forfeited.
- G. In the event the Principal is declared in default, the City may, at its discretion, employ as agent for the Principal, a sub-contractor or sub-contractors necessary to maintain said improvements and to bring said development within the provisions of the City of Peachtree Corners ordinances and regulations pertaining to same. Upon the employment by the City of said sub-contractor or sub-contractors necessary to correct said discrepancies, the Escrow Agent shall enter upon any bill received by such contractor for work performed, approved and authorized for payment. The Escrow agent shall disburse funds from escrow account to pay said bills directly to the sub-contractor or sub-contractors employed by the City as agent for the Principal referenced herein. In order to pay said bills so submitted, the Escrow Agent shall not be required to receive any authorization whatsoever, either oral or written; from the Principal, and said Escrow Agent shall in no way be personally liable

or liable as agent of the City for making said disbursements, provided; however, authorization for such disbursements has been given by the City of Peachtree Corners Public Works Department or its duly authorized agents.

H. In the event the Principal, at his expense, maintains the improvements within the time provided herein, the City, upon the request of the Principal, shall approve any such improvements and upon said approval shall authorize the Escrow Agent to pay the Principal such sums as would represent the maintained improvements as related to the total sum deposited in escrow with the Escrow Agent, however, retaining at all times sufficient funds to correct the remaining improvements, as applicable. If at the end of said time, all improvements have been maintained, the City, shall authorize disbursements to the Principal from the escrow funds all the funds of the Principal and this agreement shall then terminate, and all liability and obligations hereunder shall immediately terminate.

SIGNED, SEALED AND DELIVERED this _____ day of _____, 20____ in the presence of:

Attest:

PRINCIPAL/DEPOSITOR:

Notary Public or Corporate Secretary

Name

(Corporate Seal)

Signature

Address

Phone

THE CITY OF PEACHTREE CORNERS:

Department

Date

Finance Manager

Date

SPECIAL INSTRUCTIONS FOR MAILING, ETC: _____

