



GWINNETT COUNTY
Department of Planning & Development
Development Inspections Section
One Justice Square
446 West Crogan Street, Suite 150
Lawrenceville, Georgia 30046
Phone: 678.518.6000 Fax: 678.518.6240
www.gwinnettcounty.com

Certificate of Development Conformance **“CDC Package”**

Includes Instructions & Forms



GWINNETT COUNTY
Department of Planning & Development
Development Inspections Section
One Justice Square
446 West Crogan Street, Suite 150
Lawrenceville, Georgia 30046
Phone: 678.518.6000 Fax: 678.518.6240
www.gwinnettcounty.com

MEMORANDUM

TO: Developers & Owners

FROM: Department of Planning and Development, Development Inspections Section

SUBJECT: Certificate of Development Conformance (CDC) Forms and Instructions,
May 2011 Revision

DATE: May 26, 2011

Attached are the forms required by the Development Inspection Section to close out a development permit or obtain a final plat approval, prior to the issuance of a Certificate of Occupancy. Please submit the applicable forms and attachments for review and approval prior to requesting a final inspection for a Certificate of Occupancy.

Attachment A: Certificate of Development Conformance

Attachment B: Development Performance and Maintenance Agreement

Attachment C: Certificate of Corporate Resolution

Attachment D: Surety Agreement for Performance (Letter of Credit)

Attachment E: Surety Agreement for Maintenance (Letter of Credit)

Attachment F: Surety Agreement for Maintenance Bond (Surety Bond)

Attachment G: Surety Agreement for Performance Bond (Surety Bond)

Attachment H: Warranty Agreement for Required Landscaping

Attachment I: Surety Escrow Agreement for Maintenance

Attachment J: Surety Escrow Agreement for Performance

Please refer to the following pages for instructions regarding these forms. For more information, please contact Thuy Hotle at 678-518-6012, Maria Serban at 678-518-6016, or Bruce Erskine at 678-518-6080.

Note: Additional forms, as-built and agreements may be required by other sections within the Department of Planning and Development. Please contact the respective offices for information regarding their close out documents.

Attachment A - Certificate of Development Conformance

All projects with improvements required by the County regulations or ordinances will need Attachment A. The property owner or developer must execute this agreement. The respective record drawings, or “as-built” as referenced in this attachment, if required, must be submitted separately to Stormwater Management Section, or Water /Sewer Section for a separate review and approval.

Attachment B - Development Performance and Maintenance Agreement

All projects requiring surety will need Attachment B. The owner or developer must execute this agreement. If the owner / developer is a corporation (“Inc”), the agreement must be executed by 2 corporate officers and sealed with a corporate seal. If the owner / developer is a limited liability corporation (LLC) or limited partnership (LP), the agreement must be executed by the managing member authorized by the LLC or LP, and notarized.

1. Performance and Performance Surety:

- a. Please check the applicable box indicating whether a performance bond is required.
- b. If a performance surety is required, complete Exhibit A. The performance surety amount shall be calculated at 110 % of the estimate total cost of construction for the work covered. The surety may be submitted in the form of a letter of credit, surety bond, or escrow to be deposited with Gwinnett County.
 - i. Please submit the applicable surety agreement (Attachment D, G or J)

2. Maintenance:

- a. All residential subdivisions with newly improved and dedicated public streets and drainage facilities require an 18-month maintenance warranty period. (New projects with private streets and drainage facilities are not subjected to this requirement).
 - i. Typically, the maintenance period begins from the date of execution of this agreement and ends 18 months from the date of execution of the agreement. Please fill in the dates accordingly on the agreement form and appropriate surety form.
- b. All commercial projects with new pavement improvements within the right-of-ways require a 12-month maintenance period for 2-pass, or 18-month maintenance period for 1-pass pavement.
 - i. Typically, the maintenance period begins from the date of execution of agreement and ends 12 or 18 calendar months from the date of execution. Please fill in the dates accordingly.

3. Maintenance Surety

- a. The lump sum surety amount, calculated at 20% of total project cost by the Development Inspections Section, may be submitted in the form of a letter of credit from an approved financial institution insured by FDIC, a surety bond, or cash escrow to be deposited with Gwinnett County. Please submit the applicable surety agreement (Attachments E, F or I).

Note: The Principal’s name stated on the letter of credit, surety bond or escrow agreement must match the owner/developer/ or corporate representative that executes the Development Performance and Maintenance Agreement (Attachment “B”).

Attachment C - Certificate of Corporate Resolution

This form is used **ONLY** for corporations. This form must be signed and sealed by the corporate secretary and notarized.

If the owner/ developer is a limited liability corporation or limited partnership, please submit a notarized affidavit on a company letterhead along with supporting documents (i.e. a copy of the company's by-law meeting minutes, or official record) directing the "authorized agent" to execute agreement on behalf of the company. The "Attachment C" may be used as the sample form to prepare the above affidavit.

Attachment D - Surety Agreement for Performance - Letter of Credit

This sample form may be used to prepare the letter of credit on bank's letterhead. An alternative form, such as the "Irrevocable Letter of Credit", subjected to the Uniform Customs and Practice for Documentary Credits (1993 or later revision) may be submitted.

Please include the bank's name, branch bank if applicable, Principal's name, bank address, phone number and contact person. The Principal's name must match the owner/developer that executes the Attachment B.

The letter of credit must include the date of execution, date of expiration, and project name and scope of work. The lump sum included in the letter of credit must be calculated at 110% of total construction cost of the work covered.

All letters of credit shall be self-renewed and cannot expire, unless the bank is notified in writing by Gwinnett County that the letter of credit may be released, upon a satisfactory final inspection of the work completed.

Only letters of credit from financial institutions with FDIC backing will be considered.

Attachment E - Surety Agreement for Maintenance - Letter of Credit

This sample form may be used to prepare the letter of credit on bank's letterhead. An alternative form, such as the Irrevocable Letter of Credit, subjected to the Uniform Customs and Practice for Documentary Credits (1993 or later revision) may be submitted.

Please include the bank's name, branch bank if applicable, Principal's name, bank address, phone number and contact person. The Principal's name must match the owner/developer that executes the Attachment B.

The letter of credit must include the date of execution, date of expiration, and project name and scope of work.

All letter of credit shall be self-renewed and cannot expire, unless the bank is notified in writing by Gwinnett County that the letter of credit may be released, upon a satisfactory final inspection of the work completed.

Only letters of credit from financial institutions with FDIC backing will be considered.

Attachment F – Surety Agreement for Maintenance Bond

This is a Maintenance Bond obtained through a surety company. The bond agreement must be prepared on the insurance company's letterhead and include the surety's institution name, address, phone number and attorney-in-fact as contact person. Please also provide an email address, if available, for correspondence regarding this document.

The Principal's name must match the owner/developer that executes the Attachment B.

Attachment G – Surety Agreement for Performance Bond

This is a Performance Bond obtained through a surety company. The bond agreement must be prepared on the insurance company's letterhead and include the surety's institution name, address, phone number and attorney-in-fact as contact person. Please also provide an email address, if available for correspondence regarding this document.

The Principal's name must match the owner/developer that executes the Attachment B.

Attachment H - Warranty Agreement for Required Landscaping

This agreement must be prepared on the company's letterhead, be completed by the property owner, business owner or landscape contractor, and notarized.

Attachment I - Surety Escrow Agreement for Maintenance

This agreement may be used in lieu of a letter of credit, or surety bond. Only cash or cashier's check is accepted with this agreement. The Principal's name must match the owner/developer/corporate representative that executes the Attachment B. See Attachment B for instructions on executing agreements.

Attachment J- Surety Escrow Agreement for Performance

This agreement may be used in lieu of a letter of credit, or surety bond. Only cash or cashier's check is accepted with this agreement. The Principal's name must match the owner/developer/corporate representative that executes the Attachment B. See Attachment B for instructions on executing agreements.

For questions regarding these forms, please contact: Thuy Hotle at 678-518-6012, Maria Serban at 678-518-6016, or Bruce Erskine at 678.518.6080.

CERTIFICATE OF DEVELOPMENT CONFORMANCE (CDC)

(ATTACHMENT "A")

TO: GWINNETT COUNTY DEPARTMENT OF PLANNING & DEVELOPMENT

DEVELOPMENT NAME: _____

DEVELOPMENT PERMIT NO.: _____ FINAL PLAT NO.: _____

DISTRICT: ___ LAND LOT: ___ STREET ADDRESS: _____

A final inspection is requested of the aforementioned development and approval of Development Conformance.

THIS CERTIFIES that all site work or construction authorized under the Development Permit first noted above, including:

- a. clearing, grubbing, grading and installation of soil erosion and storm water detention facilities as required under said permit;
- b. the location of structures, access, parking, or loading areas or other private improvements as approved under said permit;
- c. the installation and planting of required landscaping, trees or other plant material to satisfy tree protection/replacement or buffer or other landscape regulations as required under said permit;
- d. all facilities, including stormwater infrastructure; sanitary sewer lines and appurtenances (if applicable), road widening, new roads, water lines, etc. intended for maintenance operation by or dedication to Gwinnett County;
- e. submitted and attached hereto is the recorded drawings, prepared by a Registered Land Surveyor, which include all stormwater facilities and approved modifications to the 100-year floodplain (if any) and the "as-built" of the stormwater facilities and infrastructures. Also submitted and attached hereto is the "as-built" Hydrology Study prepared, signed, sealed, and dated by a Registered Professional Engineer;
- f. submitted and attached hereto is the "as-built" water and sewer lines and all appurtenances prepared, signed, sealed and dated by an authorized Registered Professional.

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 Gwinnett County 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: _____

Notary Public OR Corporate Secretary

(Corporate Seal)

Company Name

Signature

Print Name & Title: _____

Address: _____

Phone: _____

The record drawings were prepared by:

AUTHORIZED REGISTERED PROFESSIONAL: _____

CHECK ONE: LAND SURVEYOR PROFESSIONAL ENGINEER LANDSCAPE ARCHITECT

REGISTRATION NUMBER: _____ EXPIRATION DATE: _____

FINAL INSPECTION HAS BEEN COMPLETED
AND APPROVAL IS RECOMMENDED BY:

APPROVED BY GWINNETT COUNTY
PLANNING & DEVELOPMENT DEPARTMENT:

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.

DEVELOPMENT PERFORMANCE AND MAINTENANCE AGREEMENT

(ATTACHMENT "B")

TO: GWINNETT COUNTY DEPARTMENT OF PLANNING AND DEVELOPMENT

PROJECT NAME: _____

DEVELOPMENT PERMIT NO. _____ FINAL PLAT NUMBER _____

DISTRICT: ____ LAND LOT: _____ STREET ADDRESS: _____

A final inspection of this development has been completed and the Certificate of Development Conformance has been approved and accepted by the Director of the Department of Planning and Development. This 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 for the development.

1. **PERFORMANCE AND PERFORMANCE SURETY:**

- All required performance elements have been met and no performance bond is required.
- All required performance elements have not been met and a performance bond is required. A detailed listing of these performance issues is attached hereto as Exhibit "A," along with the projected completion dates and a copy of the required performance surety.

2. **MAINTENANCE**

The owner hereby warrants to the County that all newly completed street improvements, water and sewer lines, appurtenances, stormwater infrastructure, sidewalks, stormwater facilities, wall, berms and required landscaping within the development shall be maintained in compliance with the minimum standard requirements of the County 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 County 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 development approval for all improvements listed herein.

3. **MAINTENANCE SURETY**

a. STREET IMPROVEMENTS AND DRAINAGE FACILITIES:

The owner agrees to furnish the County a letter of credit, or other good and sufficient surety acceptable to the County in the sum of \$_____, representing twenty (20%) percent of the estimated cost of street improvements and drainage facilities, in guarantee of the faithful maintenance required under Section 2, MAINTENANCE, above.

b. LANDSCAPING (for subject facility with landscaping improvements already completed):

The owner agrees to furnish the County a Warranty Letter; in guarantee of the faithful maintenance required under Section 2, MAINTENANCE, above.

4. **INDEMNIFICATION**

The owner hereby agrees to indemnify the County and its agents and employees and hold the County and its agents and employees harmless from any and all damages which the County 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 storm water 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 County 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.

5. **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 Gwinnett County 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.

6. **ASSIGNMENT OF LIABILITY**

The owner hereby agrees that any assignment or transfer of the provisions of Section 4, INDEMNIFICATION, above, in whole or in part, to any successor in title or other person, shall be approved by the Gwinnett County Board of Commissioners 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 Department of Planning and Development.

OWNER / CORPORATE REPRESENTATIVE:

Date: _____ 20_____

Signature: Notary Public OR Corporate Secretary

Signature

Print Name & Title: _____

Address: _____

(Corporate Seal)

Phone: _____

DEVELOPMENT PERFORMANCE AND MAINTENANCE AGREEMENT

EXHIBIT A - LIST OF WORK TO BE PERFORMED

PROJECT NAME: _____

DEVELOPMENT PERMIT NO. _____ FINAL PLAT NO. _____

A performance bond has been posted for each of the following work, in an amount representing 110 percent of the estimated cost of construction of the required work. A copy of the cost estimate is also attached for each of the following items:

1. **Bond Amount:** _____ **Projected Date of Completion:** _____

Detailed description of work covered: _____

Surety Company: _____

Insurance Agent/ Attorney-in-Fact: _____

Insurance Company: _____

Address: _____

Phone: _____ Email: _____

2. **Bond Amount:** _____ **Projected Date of Completion:** _____

Detailed description of work covered: _____

Surety Company: _____

Insurance Agent/ Attorney-in-Fact: _____

Insurance Company: _____

Address: _____

Phone: _____ Email: _____

3. **Bond Amount:** _____ **Projected Date of Completion:** _____

Detailed description of work covered: _____

Surety Company: _____

Insurance Agent/ Attorney-in-Fact: _____

Insurance Company: _____

Address: _____

Phone: _____ Email: _____

(SAMPLE FORM - PREPARE ON COMPANY LETTERHEAD)

CERTIFICATE OF CORPORATE RESOLUTION

(ATTACHMENT "C")

I, _____, hereby certify the following:

That I am the duly elected and authorized Secretary of _____
(hereinafter referred to as the "corporation"), a corporation organized and incorporated to do business
under the laws of the State of _____;

That said corporation has, through lawful resolution of the Board of Directors of the corporation, duly
authorized and directed _____, in his or her official capacity as
_____ of the corporation, to enter into and execute the attached document(s) referenced in
the Certificate of Development Conformance Package prepared by Gwinnett County, a political
subdivision of the State of Georgia.

That the foregoing resolution of the Board of Directors has not been rescinded, modified, amended or
otherwise changed in any way since the adoption thereof, and is in full force and effect on the date hereof.

IN WITNESS WHEREOF, I have set my hand and corporate seal, this being the _____ day of
_____, 20_____.

(CORPORATE SECRETARY) (CORPORATE SEAL)

(NOTARY PUBLIC) (NOTARY SEAL)

(SAMPLE FORM - (PREPARE ON BANK LETTERHEAD))

SURETY AGREEMENT FOR PERFORMANCE LETTER OF CREDIT

(ATTACHMENT "D")

DATE: _____

SUBJECT: SURETY AGREEMENT FOR PERFORMANCE (LETTER OF CREDIT)

PROJECT NAME: _____

WORK COVERED: _____

To Whom It May Concern:

This is to advise that _____, as Surety, is holding at the request of _____, as Principal, the amount of \$ _____ lawful money of the United States of America, as an assignment that the subject facility will be constructed in accordance with Gwinnett County regulations and further that this money will not be released until such time that we are notified in writing by the Gwinnett County Department of Planning & Development that the work has been properly and satisfactorily completed in accordance with the Development Performance and Maintenance Agreement for the project executed by the Principal on _____.

This is also to advise that if the Principal should fail to perform within _____ months, this party as Surety shall be liable in payment to Gwinnett County the amount of the cost of the needed improvements; provided, however, the cost is not to exceed the amount held as an assignment.

Sincerely,

Signature

Typed or Printed Name

Title

(SAMPLE FORM - PREPARE ON BANK LETTERHEAD)

SURETY AGREEMENT FOR MAINTENANCE LETTER OF CREDIT

(ATTACHMENT "E")

DATE: _____

SUBJECT: SURETY AGREEMENT FOR MAINTENANCE (LETTER OF CREDIT)

PROJECT NAME: _____

WORK COVERED: _____

To Whom It May Concern:

This is to advise that _____, as Surety, is holding at the request of _____, as Principal, the amount of \$ _____, lawful money of the United States of America, as an assignment that the subject facility will be maintained in accordance with Gwinnett County regulations and further that this money will not be released until such time that we are notified in writing by the Gwinnett County Department of Planning & Development that the work has been properly and satisfactorily completed in accordance with the Development Performance and Maintenance Agreement for the project executed by the Principal on _____.

This is also to advise that if the Principal should fail to perform within _____ months, as stipulated in the said agreement, this party as Surety shall be liable in payment to Gwinnett County the amount of the cost of the needed repairs providing, however, the cost is not to exceed the amount held as an assignment.

Sincerely,

Signature

Typed or Printed Name

Title

(SAMPLE FORM- PREPARE ON COMPANY LETTERHEAD)

SURETY AGREEMENT FOR MAINTENANCE BOND

(ATTACHMENT "F")

KNOW ALL MEN BY THESE PRESENTS: That we _____ of _____ County, State of _____ as Principal and _____ as Surety, are held and bound unto Gwinnett County, Georgia in the sum of \$ _____, lawful money of the United States of America, for the payment whereof well and truly to be made, we bind ourselves, our heirs, executors, successors and assigns, jointly and severally, firmly by these presents.

The condition of the foregoing obligation is such that

WHEREAS, said final plat is to be approved by the Director of the Department of Planning & Development subject to ratification by the Gwinnett County Board of Commissioners, under the terms that a bond is required of said Principal and good and sufficient surety payable to Gwinnett County and conditioned that the Principal shall well and truly maintain all streets, right-of-ways, and drainage facilities shown on said Final Plat in accordance with standard requirements of Gwinnett County in force as of the date of said approval; and

WHEREAS, the Principal has entered into a Development Performance and Maintenance Agreement with Gwinnett County, dated _____, _____, in which the Principal agrees and warrants, that as a condition precedent to approval of the plat subdividing certain property of the Principal entitled _____, all streets shown on said plat and all drainage facilities shall be maintained in accordance with the standards aforesaid for a period of _____ months; and

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

NOW THEREFORE, if the Principal shall well and truly perform the terms and conditions of said contract, then this obligation shall be void, otherwise, to remain in full force and effect. Upon failure of the Principal in the performance of the terms and conditions of said contract, then the Surety shall be liable in payment to Gwinnett County of a sum not to exceed \$ _____, for the cost of completing the terms and conditions set forth under the contract entered by the Principal with Gwinnett County.

SIGNED, SEALED & DELIVERED THIS _____ day of _____, 20____, in the presence of:

ATTEST:

PRINCIPAL: _____

Notary Public or Corporate Secretary

Signature

(Corporate Seal)

Print Name and Title: _____

Address: _____

Phone: _____

ATTEST:

SURETY: _____

Notary Public or Corporate Secretary

Signature of President or Attorney-In-Fact

Print Name and Title _____

Address: _____

Phone: _____

(SAMPLE FORM - PREPARE ON COMPANY LETTER)

SURETY AGREEMENT FOR PERFORMANCE BOND

(ATTACHMENT "G")

KNOW ALL MEN BY THESE PRESENTS: That we _____ of _____ County, State of _____ as Principal and _____, a Corporation organized under the laws of the State of _____ and duly authorized to transact business in the State of Georgia, as Surety, are held and bound unto Gwinnett County, Georgia as Obligee in the sum of \$ _____, the lawful money of the United States, for the payment whereof well and truly to be made, the Principal and Surety bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has agreed to construct _____, the subject facility, which is was permitted in accordance to Gwinnett County regulations for Permit Number _____. This bond shall remain in full force and effect for a period of _____ months from its date of execution, and that this money will not be released until such time that we are notified in writing by the Gwinnett County Department of Planning & Development that the work has been properly and satisfactorily completed in accordance with the Development Performance and Maintenance Agreement for the project executed by the Principal on _____.

NOW THEREFORE, if the Principal shall well and truly perform the terms and conditions of said contract, then this obligation shall be void, otherwise, to remain in full force and effect. Upon failure of the Principal in the performance of the terms and conditions of said contract, then the Surety shall be liable in payment to Gwinnett County of a sum not to exceed \$ _____, for the cost of completing the terms and conditions set forth under the contract entered by the Principal with Gwinnett County.

SIGNED, SEALED & DELIVERED THIS _____ day of _____, 20____, in the presence of:

ATTEST:

PRINCIPAL: _____

Notary Public or Corporate Secretary

Signature

(Corporate Seal)

Print Name and Title: _____

Address: _____

Phone: _____

ATTEST:

SURETY: _____

Notary Public or Corporate Secretary

Signature of President or Attorney-In-Fact

Print Name and Title _____

Address: _____

Phone: _____

(SAMPLE FORM - PREPARE ON COMPANY LETTERHEAD)

WARRANTY AGREEMENT FOR REQUIRED LANDSCAPING

(ATTACHMENT "H")

Date: _____

To: Gwinnett County Department of Planning & Development
One Justice Square
446 West Crogan Street, Suite 150
Lawrenceville, Georgia 30046-6900

Subject: _____

Development Permit No. _____

Site Address: _____

To Whom It May Concern:

This letter is to guarantee the required landscape material that has been planted at the above named project for a period of 12 months.

I understand that the Department of Planning & Development, Development Inspections Section, will perform an inspection of the plantings and landscape material at the end of the 12-month period. The owner will be notified of any replacements or restoration that must be made to maintain compliance with the Buffer, Landscape and Tree Ordinance.

I understand that I am required to replace any landscape material that is found to be dead or near death at the end of this 12-month warranty period. Replacement must be planted within 30 days from notification or a Performance bond must be posted for a period of 90 days to allow replacement of the landscape material.

Date: _____ 20____

OWNER OR LANDSCAPE CONTRACTOR

NOTARY PUBLIC

SIGNATURE

NAME: _____

ADDRESS: _____

PHONE: _____

SURETY ESCROW AGREEMENT FOR MAINTENANCE

(ATTACHMENT "I")

To: GWINNETT COUNTY DEPARTMENT OF PLANNING & DEVELOPMENT

DEVELOPMENT NAME: _____

DEVELOPMENT PERMIT NO. _____ FINAL PLAT NO. _____

DISTRICT: _____ LAND LOT: _____ STREET ADDRESS: _____

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

WHEREAS, a final inspection of this development has been completed and the Certificate of Development Conformance has been approved and accepted by the Director of the Department of Planning and Development;

WHEREAS, the Department of Planning and Development has deemed it will require the sum of _____, representing twenty (20%) percent of the estimate cost of the street improvements and drainage facilities, in guarantee of the faithful maintenance of the aforementioned improvements for a period of _____ calendar months as referenced under Section 2, MAINTENANCE, and Section 3, MAINTENANCE SURETY, of the Development Performance and Maintenance Agreement executed by the Principal for the aforementioned project;

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 in cash with the Escrow Agent the sum of _____ 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 or principals.
- B. The Principal hereby warrants to the County that all street and drainage improvements shall be maintained within the time specified herein. In the event of noncompliance, the County 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 County, at its discretion, may employ as agent for the Principal, a sub-contractor or sub-contractors necessary to maintain said

SURETY ESCROW AGREEMENT FOR PERFORMANCE

(ATTACHMENT "J")

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

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

WHEREAS, a final inspection of this development has been completed and the Certificate of Development Conformance has been approved and accepted by the Director of the Planning and Development Department of Gwinnett County;

WHEREAS, certain discrepancies in said development as indicated in Exhibit "A" attached hereto and incorporated herein by reference, which discrepancies normally would be completed prior to the final approval of the subdivision by Gwinnett County;

WHEREAS, the Principal has agreed, as its expense, to correct said deficiencies within ____ months from the date of this agreement;

WHEREAS, the Planning and Development Department of Gwinnett County has deemed it will require the sum of \$ _____, the lawful money of the United States of America, to guarantee the truly and faithful completion or correction of said deficiencies 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 in ____ (cash, or cash escrow) 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 County that certain deficiencies as indicated in "Exhibit A" and attached hereto shall be truly and faithfully completed within ____ months of this agreement. In the event of noncompliance, the County 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 County may, at its discretion, employ as agent for the Principal, a sub-contractor or sub-contractors necessary to correct said discrepancies and to bring said development within the provisions of the Gwinnett County ordinances and regulations pertaining to same. Upon the employment by the County 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 County as agent for the Principal referenced herein. In order to pay said bills so

EXHIBIT A

**List of Deficiencies for
Surety Escrow Agreement for Performance**

Project Name: _____

Development Permit No: _____ Final Plat No: _____

Details of work covered:

- 1. _____

- 2. _____

- 3. _____

