

Certification of Development Conformance Package (CDC Package)



41 Perimeter Center East | Dunwoody, GA 30346
Phone: (678) 382-6800 | Fax: (770) 396-4828

Attached are the Certificate of Development Conformance (CDC), related agreements and surety forms (collectively referred to as the "CDC package") required by the Zoning and Land Development Ordinances prior to obtaining a final plat approval or the issuance of a Certificate of Occupancy or Certificate of Completion. Please refer to the attached instructions and submit the applicable forms or agreements for review and approval.

- 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 note that the Stormwater Management and Water/Sewer Review Sections of the Department may require additional agreements or submittals such as BMP maintenance bond, as-built or hydrology report to close out the development permit. Please contact the respective offices for information regarding their close out documents.

For questions concerning the CDC package, contact Clay Reichert, Assistant City Engineer, at (678) 318-1065 or the Development Coordinators at 678-382-6800.

Instructions on Completing the CDC Package:

Certificate of Development Conformance (CDC) (Attachment A):

The property owner must execute the Certificate of Development Conformance (Attachment A). This certificate is a prerequisite to the approval of a Final Plat approval or the issuance of a Certificate of Occupancy or Certificate of Completion for a Development.

Note: If record drawings, hydrology report, "as-built" or other related documents are required, please submit them to the Development Coordinator for review and approval prior to submitting the CDC package for review.

Development Performance and Maintenance Agreement (Attachment B):

The property owner/developer must execute this agreement if there are public street improvements, required landscaping, or incomplete work associated with the project.

If the owner is a corporation, the agreement must be executed by 2 corporate officers and affixed 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.

Performance and Performance Surety:

If a performance surety is required, complete Exhibit A. The performance surety amount shall be calculated at 150% of the total cost of construction for the work covered. The surety may be submitted in the form of surety bond, a letter of credit, or escrow to be deposited with (payable to) City of Dunwoody (see Attachments D, G or J).

Maintenance:

Projects with newly improved and dedicated public streets or with newly paved deceleration lane will require a maintenance bond or acceptable surety to cover the 18-month maintenance warranty period. New paving projects on private streets are not subject to this requirement.

The maintenance period usually begins from the date of execution of the agreement (Attachment B) and ends 18 months from the date of execution of the agreement.

Maintenance Surety

The lump sum surety amount, calculated by the Department at 50% of the total cost of street improvement within the right-of-way, shall be submitted in the form of a surety bond, letter of credit or escrow to be deposited with (payable to) City of Dunwoody. 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 be the same owner/developer who executes the Development Performance and Maintenance Agreement (Attachment "B").

Certificate of Corporate Resolution (Attachment C):

This form must be signed and sealed by the corporate secretary and notarized if the owner/developer is a corporation.

If the owner/ developer is a limited liability corporation or limited partnership, please submit a notarized affidavit on a company letterhead authorizing the signee to execute agreement on behalf of the company. The "Attachment C" may be used as the sample form to prepare the affidavit. Acceptable substitution in lieu of the affidavit may be in the form of the company's by-law meeting minutes, or official record directing the authorized agent to execute agreements with City of Dunwoody.

Surety Types, Landscape Warranty and Escrow Agreements

The owner/developer has the option of submitting the required surety in the form of a surety bond, a letter of credit, or cash deposit (escrow) with City of Dunwoody.

Letter of Credit (Attachment D or E):

The letter of credit may be prepared on the bank's letterhead using sample Attachment D (for Performance Letter of Credit), or Attachment E (for Maintenance Letter of Credit). An alternative form, such as the "Irrevocable Letter of Credit", such as the Uniform Customs and Practice for Documentary Credits (latest revision) may be submitted. Please be advised that such substitution may be subject to additional review time.

Please include the bank's name, branch bank if applicable, Principal's name, bank address, phone number, and contact person. The Principal's name on the letter of credit must be the same owner/developer who executes the Development Performance and Maintenance Agreement (Attachment B).

The letter of credit must include the date of execution, date of expiration, project name and scope of work, and shall be self-renewed (cannot expire), unless the bank is notified in writing by City of Dunwoody that the letter of credit may be released, upon a satisfactory final inspection of the work completed. Only letter of credit from financial institutions with FDIC backing will be considered.

Surety Bond (Attachment F or G):

The surety bond issued for the Development Performance and Maintenance Agreement (Attachment B) by a surety company must be issued to City of Dunwoody as beneficiary to protect the City from financial loss should the Principal (owner/developer) fail to perform the terms of the Agreement. The sample Attachment F (maintenance bond) or Attachment G (performance bond) must be prepared on the surety company's letterhead and include the surety's institution name, address, phone number and attorney-in-fact as contact person. Please provide an email address, if available, for correspondence regarding this document.

The Principal as shown on the surety bond must be the same owner/developer who executes the Development Performance and Maintenance Agreement (Attachment B).

The surety bond must include the date of execution, date of expiration, project name and scope of work, and shall be self-renewed (cannot expire), unless the surety is notified in writing by City of Dunwoody that the bond may be released, upon a satisfactory final inspection of the work completed.

Warranty Agreement for Required Landscaping (Attachment H):

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

Surety Escrow Agreement (Attachment I or J):

The owner/developer may elect to deposit cash surety with City of Dunwoody in lieu of surety bond or letter of credit. If this option is chosen, the Principal (owner/developer) must execute the applicable Escrow Agreement (Attachment I for Maintenance or Attachment J for Performance) and submit a cashier's check (payable to City of Dunwoody) in the required amount.

Please submit the CDC package to:
City of Dunwoody Community Development
Development Coordinators
41 Perimeter Center East, Suite 250
Dunwoody, Georgia 30346

CERTIFICATE OF DEVELOPMENT CONFORMANCE (CDC)
(ATTACHMENT "A")

TO: CITY OF DUNWOODY COMMUNITY 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 City of Dunwoody;
- 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 City of Dunwoody 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

(Corporate Seal)

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 CITY OF DUNWOODY
COMMUNITY DEVELOPMENT DEPARTMENT:

INSPECTOR

DEPARTMENT 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: CITY OF DUNWOODY COMMUNITY DEVELOPMENT DEPARTMENT

PROJECT NAME: _____

DEVELOPMENT PERMIT NO. _____ FINAL PLAT NUMBER _____

DISTRICT: ____ LAND LOT: _____ STREET ADDRESS: _____

A final inspection of this development has been completed. 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 "1," along with the projected completion dates and a copy of the required performance surety.

2. MAINTENANCE

The owner hereby warrants to the City 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 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 12 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 City a letter of credit, or other good and sufficient surety acceptable to the City in the sum of \$_____, representing ten (10%) 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 City a Warranty Letter; in guarantee of the faithful maintenance required under Section 2, MAINTENANCE, above.

4. 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 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 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.

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 City of Dunwoody 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 City of Dunwoody and recorded with the Clerk of the Superior Court of DeKalb County. A copy of said legal instrument, as recorded, shall be filed with the Community Development Department.

(Signatures on following page)

OWNER / CORPORATE REPRESENTATIVE:

DATE: _____

Company Name

Notary Public OR Corporate Secretary

Signature

(Corporate Seal)

Print Name & Title: _____

Address: _____

Phone: _____

DEVELOPMENT PERFORMANCE AND MAINTENANCE AGREEMENT

LIST OF WORK TO BE PERFORMED

(EXHIBIT "1")

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 Development Performance and Maintenance Agreement prepared by the City of Dunwoody 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 SEAL) (CORPORATE SECRETARY)

(NOTARY SEAL) (NOTARY PUBLIC)

(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 the City of Dunwoody regulations and further that this money will not be released until such time that we are notified in writing by the City of Dunwoody Community Development Department that the work has been properly and satisfactorily completed in accordance with the City of Dunwoody 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 City of Dunwoody 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 the City of Dunwoody regulations and further that this money will not be released until such time that we are notified in writing by the City of Dunwoody Community Development Department 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 the City of Dunwoody 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 the City of Dunwoody, 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 City of Dunwoody Community Development Department subject to ratification by the City of Dunwoody, under the terms that a bond is required of said Principal and good and sufficient surety payable to the City of Dunwoody 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 the City of Dunwoody in force as of the date of said approval; and

WHEREAS, the Principal has entered into a Development Performance and Maintenance Agreement with the City of Dunwoody, 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 City of Dunwoody 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 the City of Dunwoody.

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

ATTEST: PRINCIPAL: _____

Notary Public or Corporate Secretary Signature

_____ 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 the City of Dunwoody, 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 the City of Dunwoody 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 City of Dunwoody Community Development Department 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 the City of Dunwoody 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 the City of Dunwoody.

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: City of Dunwoody Community Development
41 Perimeter Center East, Suite 250
Dunwoody, Georgia 30346

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 Community Development Department 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 Zoning and Land Development Ordinances.

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: CITY OF DUNWOODY COMMUNITY DEVELOPMENT DEPARTMENT

DEVELOPMENT NAME: _____

DEVELOPMENT PERMIT NO. _____ FINAL PLAT NO. _____

DISTRICT: ___ LAND LOT: ___ STREET ADDRESS: _____

This agreement entered into between City of Dunwoody, a political subdivision of the State of Georgia, as party of the first part (hereinafter referred to as "City"); and _____, the undersigned Principal as party of the second part; and the Finance Director of City of Dunwoody (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 fifty (50%) 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 City that all street and drainage improvements shall be maintained within the time specified herein. 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, at its discretion, may employ as agent for the Principal, a sub-contractor or sub-contractors necessary to maintain said improvements within the provisions of the City ordinances and regulations pertaining to this development. The City, in this case, shall enter upon any bill received by and pay such contractor for work performed and authorized for payment. The Escrow Agent shall disburse funds from the 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 or its duly authorized agents. In the event the Principal, at his expense, corrects the discrepancies within the time provided herein, and upon the request of the Principal, the City shall inspect and approve the release of escrow funds, or portions thereof, and direct the Escrow Agent to pay the Principal such sums as would represent the discrepancies corrected. The Escrow Agent, however, shall retain at all times sufficient funds to correct the remaining discrepancies until at the end of said time period, and all discrepancies have been corrected. Once the Escrow Agent has disbursed all of the escrow funds, then this agreement shall terminate and all liability and obligations hereunder shall immediately terminate.

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

ATTEST:

Principal: _____

Notary Public or Corporate Secretary

Signature

Name _____ Title _____

Address: _____

(Corporate Seal)

Phone: _____

CITY OF DUNWOODY:

Director, Community Development

Date

Director, Department of Finance

Date

SPECIAL INSTRUCTIONS FOR MAILING, ETC: _____

SURETY ESCROW AGREEMENT FOR PERFORMANCE

(ATTACHMENT "J")

This agreement entered into between City of Dunwoody, 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 Director of City of Dunwoody (hereinafter referred to as "Escrow Agent").

WHEREAS, the Principal has developed a (commercial project/ residential subdivision) in City of Dunwoody 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 Community Development Director of City of Dunwoody;

WHEREAS, certain discrepancies in said development as indicated in Exhibit "1" attached hereto and incorporated herein by reference, which discrepancies normally would be completed prior to the final approval of the subdivision by City of Dunwoody;

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

WHEREAS, the Community Development Department of City of Dunwoody 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 City that certain deficiencies as indicated in "Exhibit 1" and 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 to correct said discrepancies and to bring said development within the provisions of the City of Dunwoody 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 Community Development Department or its duly authorized agents. In the event the Principal, at his expense, corrects the discrepancies within the time provided herein, the City, upon the request of the Principal, shall approve any such discrepancies corrected and upon said approval shall authorize the Escrow Agent pay the Principal such sums as would represent the discrepancies corrected as related to the total sum deposited in escrow with the Escrow Agent, however, retaining at all times sufficient funds to correct the remaining discrepancies. If at the end of said time period, all discrepancies have been corrected, 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.

EXHIBIT 1
List of Deficiencies for
Surety Escrow Agreement for Performance

Project Name: _____

Development Permit No: _____ Final Plat No: _____

Details of work covered:

1. _____

2. _____

3. _____
