

City of Sugar Hill Certificate of Development Conformance

Date: _____

Project Name: _____

Permit Number: _____

Parcel Number: _____

District Number: _____ Land Lot: _____

FORWARDED HERewith are the recorded drawings, prepared by a Registered Land Surveyor, which include all storm water detention facilities and approved modifications to the 100-year floodplain (if any) and the “as-built” hydrology study for the project with the actual parameters from the record drawing of the detention facilities. The “as-built” hydrology study shall be prepared, signed, sealed, and dated by a Registered Professional Engineer. This is to request final inspection of the forenamed 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 regulation as required under said permit;
- d. all facilities, including storm sewer, road widening, new roads, etc. intended for maintenance or operation by or dedication to the City of Sugar Hill;

are in compliance with all plans, specifications, and other conditions approved under the Development Permit and all applicable standards, regulations, codes and ordinances adopted by the City of Sugar Hill 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.

DATE: _____

OWNER SIGNATURE (CORPORATE SEAL)

(6) _____
NOTARY PUBLIC OR CORPORATE
SECRETARY SIGNATURE

NAME: _____

ADDRESS: _____

OWNER: (7) _____

PHONE: _____

The record drawings were prepared by:

REGISTERED LAND SURVEYOR NAME: (8) _____

REGISTRATION NUMBER: _____ EXPIRATION DATE: _____

FINAL INSPECTION HAS BEEN
COMPLETED AND APPROVAL IS
RECOMMENDED BY:

_____ Date _____

Name: _____

Title: _____

APPROVED BY CITY OF SUGAR HILL
DEPARTMENT OF PLANNING AND DEVELOPMENT:

_____ Date _____

Director, Planning and Development

NOTE: After approval, alteration of the site, the structures herein 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 the affect of this approval and cause this document to be NULL AND VOID.

City of Sugar Hill
Maintenance Bond Calculation

Fill in the missing information using the current market rates for cost of construction.

Asphalt total will be the entire cost of construction for 1" wearing course on installed street improvements. The final wearing course shall be applied after 90% of the houses on the street have been built, or prior to the 18th month of the maintenance period, whichever occurs first.

Total for catch basins, drain inlets, concrete pipes, metal pipes, headwalls, outlet protection and others will be calculated at ten (10) percent of the total cost of construction for each type of drainage facility listed. Pipe is calculated in linear feet (LF). All other items calculated by quantity (Qty.)

Detention pond total will be calculated at \$30 / CY x % Impervious x Drainage Area (ac) x 1" x 134.44 CY / AC-In or ¾ the cost of the BMP whichever is greater.

Total maintenance bond amount is calculated by adding up the total from each item.

Asphalt, Construction cost for 1" wearing course:

(____ Square Feet) x (____ Unit Cost) = ____ Asphalt Total

Catch Basins: (____ Qty.) x (____ Unit Cost) x (.10) = _____ Catch Basin Total

Drain Inlets: (____ Qty.) x (____ Unit Cost) x (.10) = _____ Drain Inlet Total

Concrete Pipe: (____ LF) x (____ Unit Cost) x (.10) = _____ Concrete Pipe Total

Metal Pipe: (____ LF) x (____ Unit Cost) x (.10) = _____ Metal Pipe Total

Headwalls: (____ Qty.) x (____ Unit Cost) x (.10) = _____ Headwall Total

Outlet Protection: (____ Qty.) x (____ Unit Cost) x (.10) = _____ Outlet Protection Total

Other: (____ Qty.) x (____ Unit Cost) x (.10) = _____ Other Total

Detention Pond Total = _____ (Attach calculations on separate sheet)

Total Maintenance Bond Amount: _____

Development Performance and Maintenance Agreement

To: City of Sugar Hill

Development Name: _____

Development Permit Number: _____

District: _____ Land Lot: _____

Based on the approved Certificate of Development Conformance, the owner shall file a final Development Performance and Maintenance Agreement with the City Manager, along with any required performance or maintenance surety, as a prerequisite to the approval of a Final Plat or issuance of a Certificate of Occupancy for any part of a project included in the development permit, except for single-family and two-family residential structures. The Development Performance and Maintenance Agreement shall be in a form as required by the City Manager, and shall include the following:

1. Performance

All of the storm water drainage and detention facilities, water and sewer utilities, street base, curbing and sidewalk construction, and grassing of shoulders and easements as required for approval of the Certificate of Development Conformance are to be provided prior to _____, 20____.

Final landscaping shall be provided in accordance with a schedule acceptable to the City. The developer may be allowed up to three months in which to finish the other designated improvements, after the date of approval of the Certificate of Development Conformance.

2. Performance Surety

In guarantee of the faithful completion of all improvements listed under Section 1, Performance, the owner agrees to furnish the City a letter or letters of credit or other acceptable security with good and sufficient surety acceptable to the City in the sums of:

- a. \$ _____, representing 110 percent of the total cost to complete required public improvements as authorized and required by the Preliminary Plat;
- b. \$ _____, representing 110 percent of the estimated cost of materials, and other attendant costs incidental to the installation of the final landscaping. The owner further agrees and acknowledges his responsibility to make this condition known to any party to whom any interest in the subject property is conveyed.

3. Maintenance

The owner hereby warrants to the City that all street improvements, drainage facilities 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 owner on or before the date of _____, 20___, said date being not less than 30 calendar months from the date of Approval of Development Conformance. If at the end of the first 18 month period, ninety (90) percent of the buildings have certificates of occupancies issued; the owner shall post an additional 12 month bond, letter of credit or other acceptable surety for the maintenance of all installations and improvements in the subdivision required by the City's Development Regulations. The surety amount shall equal thirty (30) percent of the original bond amount for the cost of subdivision installations. If at the end of the first 18 month period, less than ninety (90) percent of the buildings have certificates of occupancies issued, the owner shall post an additional 12 month bond, letter of credit or other acceptable surety for the maintenance of all installations and improvements in the subdivision required by the City's Development Regulations. The surety amount shall equal the same amount as the original 18 month surety for the cost of subdivision installations.

4. Maintenance Surety

- a. 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 \$_____, in guarantee of the faithful maintenance required under section 3, Maintenance, above.
- b. The owner agrees to furnish the City a letter of credit or other good and sufficient surety for the maintenance of landscaping acceptable to the City as follows: in the sum of \$_____; or, Warranty Letter; in guarantee of the faithful maintenance required under section 3, Maintenance, above.

5. Indemnification of the City against all liability for damages arising as a result or errors or omissions in the design or construction of the development for a period of ten years. If liability is subsequently assigned or transferred to a successor in title or other person, a copy of such legal instrument shall be filed with the Clerk to Superior Court, Gwinnett County.

6. 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 the City of Sugar Hill 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.

7. ASSIGNMENT OF LIABILITY

The owner hereby agrees that any assignment or transfer of the provisions of Section 5, INDEMNIFICATION, above, in whole or in part, to any successor in title or other person, shall be recorded with the Clerk of the Superior Court of Gwinnett County and a copy of said legal instrument, as recorded, shall be filed with the Department of Planning and Development.

8. EXTENSIONS

This maintenance agreement may be extended by the City Manager at the request of the Developer and if any of the required public improvements are delayed beyond the first 18 months, provided it is in the best interest of the health, safety and welfare of the public. All public improvements shall be covered by a maintenance period of at least 12 months following the date of installation.

DATE: _____

NOTARY PUBLIC OR CORPORATE
SECRETARY SIGNATURE

OWNER: _____

OWNER SIGNATURE (CORPORATE SEAL)

NAME: _____

ADDRESS: _____

PHONE: _____

(EXAMPLE...PREPARE ON COMPANY LETTERHEAD)

LOC/BOND/CHECK # _____

SURETY AGREEMENT FOR MAINTENANCE/PERFORMANCE SURETY

KNOW ALL MEN BY THESE PRESENTS: That we _____ of _____ as Principal and _____ as Surety, are held bound unto **The City of Sugar Hill, 4988 West Broad Street, Sugar Hill, GA 30518**, as Obligee 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, the **Principal** has entered into a Development Performance and Maintenance Agreement with the **Obligee**, dated the ____ day of _____, 20__ in which **Principal** agrees and warrants, that as a condition precedent to approval of the Final Plat of certain property of the **Principal** entitled _____ all street improvements, drainage facilities and required landscaping on said plat as approved for construction by permit _____ shall be maintained in accordance with the standards aforesaid for a period of ____ months; and

WHEREAS, said Final Plat is to be approved by the **Obligee**, under the terms that a bond is required of said **Principal** and good and sufficient surety payable to the **Obligee** and conditioned that the **Principal** shall well and truly maintain all street improvements, drainage facilities and required landscaping shown on said Final Plat in accordance with the standard requirements of the **Obligee** in force as of the date of said approval.

It is understood that this surety instrument will not released until such time the **Surety** has been notified in writing by the **Obligee**, that the work has been properly and satisfactorily completed in accordance with the Development Performance and Maintenance Agreement executed for this project on the ____ day of _____, 20__.

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 **Obligee**, of a sum not to exceed _____ for the cost of completing the terms and conditions set forth under the contract entered by the **Principal** and the **Obligee**.

SIGNED, SEALED AND DELIVERED THIS ____ day of _____, 20__.

ATTEST:

Principal

By: _____

Name & Title: _____

Surety

By: _____

Name & Title: _____