

Cherokee County



ASSIGNMENT OF CERTIFICATE OF DEPOSIT REGARDING SUBDIVISION INFRASTRUCTURE CONSTRUCTION/MAINTENANCE

Certificate of Deposit Amount: _____

Certificate of Deposit Number: _____

Subdivision Name: _____

THIS ASSIGNMENT OF CERTIFICATE DEPOSIT is made this ____ day of _____, 20____, by _____, an entity organized and existing under the laws of the State of _____ (hereinafter the “Developer”) to Cherokee County, Georgia (hereinafter the “County”).

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the Developer assigns to the County its right and title in saving certificate of deposit (CD) number _____ in the amount of \$_____, issued by _____ (hereinafter the “Bank”) as outlined in this document.

Developer agrees that any claim made under this assignment and bearing the following verbiage shall be honored by the Bank:

“THE AMOUNT OF \$_____ IS HEREBY DRAWN UNDER ASSIGNMENT OF CERTIFICATE OF DEPOSIT NO. _____, ISSUED BY [NAME OF INSTITUTION], ON [DATE], FOR FAILURE OF [NAME OF DEVELOPER] TO COMPLY WITH THE TERMS OF SAID ASSIGNMENT OF CERTIFICATE OF DEPOSIT.”

The condition of this assignment is that the Developer is developing [INSERT SUBDIVISION NAME] more particularly described in Exhibit A, attached hereto and incorporated herein by reference (hereinafter referred to as “the Final Plat”), and is required by the County to [CHOOSE ONE] construct by, OR maintain, for a minimum of 15 months after the date of the recording of the Final Plat until, the later of both: a) the County’s written determination regarding the applicable bond punchlist that all items of Infrastructure are complete and can be released; and b) the County’s issuance to Principal of a release letter regarding this bond confirming that all streets, rights-of-way, water lines, sewer lines, sidewalks, and drainage facilities (“Infrastructure”) shown on the approved site plan are in accordance with all applicable federal and state laws and with all applicable Cherokee County regulations, including but not limited to the Code of Ordinances, Cherokee County, Georgia and the Cherokee County Development Regulations in force as of the date of said approval and on file with and available from the Cherokee County Department of Engineering. The purpose of this assignment is to insure compliance with the requirements for construction, or maintenance, for the above described period, of the Infrastructure after recording of the Final Plat, and to secure payment of any costs incurred by the County in constructing or maintaining any Infrastructure as a result of Developer’s failure to do so.

If the Developer properly constructs or maintains the Infrastructure pursuant to the requirements described above, then this obligation shall be null and void; otherwise, it shall be in full force and effect. The County may make a claim against this assignment at any time in its sole discretion during the term of this assignment.

The Developer may not withdraw or otherwise use, pledge or cancel the subject certificate of deposit while this assignment is in effect.

1. The total aggregate liability of this assignment shall be limited to the above sum and is for any possible non-compliance by the Developer regarding its obligation to construct or maintain the Infrastructure pursuant to the requirements described above, and for payment for any costs incurred by the County in constructing or maintaining the Infrastructure.
2. The assignment shall be deemed to run continuously, and shall remain in full force and effect for the above-described period. Claims under this assignment shall be made by the close of business on or before the termination date described herein; or, if mailed, postmarked not later than such termination date.
3. The County reserves the right at any time to terminate this assignment except as to any liability already incurred or accrued, by written notice of such termination to the bank delivered or mailed by certified or registered mail. On expiration of the period designated in such notice, which period shall not be less than 60 days from the time the notice was mailed, this assignment shall terminate and be of no further force or effect except as to any liability incurred or accrued prior to such termination.
4. In the event any action or proceedings are initiated with respect to this assignment, the parties agree that the venue shall be Cherokee County, State of Georgia. It is further agreed that this assignment shall be governed by and construed in accordance with the laws of the State of Georgia.
5. Should any proceedings be necessary to enforce this assignment, the County shall be allowed to recover any reasonable attorney's fees in addition to other sums found due.
6. Neither this assignment of certificate of deposit nor any interest in the certificate of deposit may be assigned to others without the prior, express written consent of the County and the bank.
7. No right of action shall accrue on account of this assignment for the use or benefit of any individual, partnership, corporation, or other entity, other than the County.

THIS ASSIGNMENT OF CERTIFICATE OF DEPOSIT shall be effective as of the ____ day of _____, 20____.

IN WITNESS WHEREOF, the Developer has caused this assignment to be executed this ____ day of _____, 20____.

BY: _____
Signature of Developer Title of Signatory

Printed Name of Developer

ATTEST: _____
Signature of Witness for Developer Date

Printed Name of Attest Signatory

NOTARY: Sworn to and subscribed in the State of Georgia, County of _____ before me this ____ day of _____, 20__, by _____, who is personally known to me or has provided sufficient proof of identification.

Signature of Notary Public

(Notary Seal)

ACKNOWLEDGEMENT OF ASSIGNMENT

The undersigned officer of _____, the Bank, hereby on behalf of the Bank acknowledges and agrees to honor this assignment of certificate of deposit number _____ to Cherokee County, Georgia, as security for payment of any administrative fines, penalties, fees and costs incurred by the County regarding the construction or maintenance of the Infrastructure as noted in the above document.

IN WITNESS WHEREOF, _____ has caused this Acknowledgement to be executed on this ____ day of _____, 20____.

By: _____
Signature of Financial Officer Title of Signatory