



**SUBDIVISION CONSTRUCTION/MAINTENANCE
CASH GUARANTEE**

Cash Guarantee Amount: _____

Subdivision Name: _____

KNOW ALL MEN BY THESE PRESENTS THAT _____ (as “DEVELOPER”) is held and firmly bound unto Cherokee County, Georgia (hereinafter referred to as the “COUNTY”), for the use and benefit of the COUNTY for construction and maintenance of Infrastructure as described below in the sum of _____ Dollars (\$_____), lawful money of the United States of America, paid to COUNTY as a cash guarantee.

WITNESSETH

WHEREAS, the DEVELOPER has entered, or is about to enter, into a certain written indemnification and maintenance agreement with the COUNTY, dated _____, which is incorporated herein by reference in its entirety (hereinafter referred to as the “Contract”), for the construction and maintenance of certain Infrastructure as contemplated by that final plat for [INSERT SUBDIVISION NAME] more particularly described in Exhibit “A,” attached hereto and incorporated herein by reference (hereinafter referred to as the “Final Plat”); and

WHEREAS, said Final Plat is to be approved by the Director of the Cherokee County Department of Engineering subject to ratification by the Cherokee County Board of Commissioners, under the terms that a cash performance and maintenance guarantee is required of said DEVELOPER and payable to COUNTY, and conditioned that the DEVELOPER shall construct and maintenance all streets, rights-of-way, water lines, sewer lines, sidewalks, and drainage facilities (“Infrastructure”) shown on the approved site plan in accordance with all applicable federal and state laws and with all applicable Cherokee County regulations, including but not limited to the Cherokee County Zoning Ordinance and the Cherokee County Development Ordinance, as well as the indemnification and

maintenance agreement between the Developer and the COUNTY and the Cherokee County Construction Standards and Specifications in force as of the date of said approval and on file with and available from the Cherokee County Department of Engineering.

NOW THEREFORE, the conditions of this obligation are as follows:

- (1) That if the DEVELOPER shall fully and completely construct and maintain the Infrastructure as described above; and if the DEVELOPER shall indemnify and hold harmless the COUNTY from any and all losses, liability and damages, claims, judgments, liens, costs and fees of every description, including but not limited to, any damages for delay and costs of construction and maintenance of Infrastructure, which the COUNTY may incur, sustain or suffer by reason of the failure or default on the part of the DEVELOPER in the performance of any and all of the terms, provisions and requirements described herein, then this obligation shall be void; otherwise to remain in full force and effect; and
- (2) In the event of a failure of performance by the DEVELOPER, COUNTY may apply the above referenced cash sum towards the performance of the required work.

The term of this Guarantee shall be for a minimum of 15 months after the date of recording of the Final Plant and expire upon both: a) the COUNTY's written determination regarding the applicable guarantee punchlist that all items of Infrastructure are complete and can be released; and b) the COUNTY's issuance to DEVELOPER of a release letter regarding this guarantee.

[this portion intentionally left blank; signature page and acknowledgment to follow]

