

SURETY AGREEMENT FOR DEVELOPMENT
PERFORMANCE LETTER OF CREDIT
CITY OF JOHNS CREEK,
GEORGIA

(SAMPLE FORM – PREPARE ON FINANCIAL
INSTITUTION LETTERHEAD)

As Security for Conditions of Approval for a
Final Plat (Combined Faithful Performance
and Labor & Materials)

Date: _____

Letter of Credit # _____

City of Johns Creek
12000 Findley Road, Suite 400
Johns Creek, GA 30097

Subject: Instrument of Credit Delivered as Improvement Security:
Combined Performance and Labor & Materials Security

To Whom It May Concern:

The _____, a financial institution, subject to regulation by the State of Georgia or the Federal Government of the United States of America and licensed to do business in the State of Georgia, delivers to the City of Johns Creek this instrument of credit as security for performance of installation and completion of certain designated improvements, in accordance with the City of Johns Creek specifications, as shown by the Final Plat and identified as project _____, located at _____, and referred to herein and by this reference made a part hereof, subject to the following conditions:

We pledge that we hold and will hold on deposit the sum of _____ dollars (\$_____) as trust funds guaranteed for payment to the City of Johns Creek to secure _____'s, hereinafter referred to as "Owner", faithful performance of said Subdivision Agreement for the construction and completion of work and improvements as described in approved improvement plans and conditions of approval of the subdivision.

We will so hold this sum until the commencement, completion, and written acceptance by the City of Johns Creek of all work and improvements under the development plans/final plat or for 18 months from issuance of this letter of credit, whichever is sooner.

Upon the completion of all work and improvements under the development plan/ final plat, a representative of the City of Johns Creek will provide a letter of confirming that all work and improvement under the development plans / final plat along with the original letter of credit and original amendment (if applicable) will be returned to the financial institution.

The parties agree that should the above-referenced work and improvements fail to be

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completed within eighteen (18) months of issuance of this letter of credit, said letter of credit shall be automatically extended without amendment for one year from the stated expiration date and successfully from any future extended expiration date unless at least 60 days (sixty) prior to any such expiration date we shall send you by courier a notice that we have elected not to renew this letter of credit for any such additional period.

No alteration of the improvement plans for the work, agreed by the City of Johns Creek and Owner, shall relieve us from liability on this letter of credit. We give consent for any such alterations to be made without further notice to or consent by us. We hold ourselves bound without regard to and independently of any action against Owner whenever taken. We further agree that if City of Johns Creek sues on this letter of credit, we will pay, in addition to the face value of this letter, all reasonable costs, expenses and attorneys' fees incurred by it in successfully enforcing the obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

This instrument of credit is irrevocable.

FINANCIAL INSTITUTION

I swear under the penalty of perjury that I have authority to bind the above-named financial institution to the terms of this letter of credit.

Executed at _____,

Georgia, on _____, 20____,

By: _____.

Print Name: _____

OWNER

The undersigned hereby agrees to all the terms and conditions set forth and releases the financial institution executing this letter of credit from all liability except as herein set forth.

Executed at _____,

Georgia, on _____, 20____,

By: _____.

Print Name: _____