

LANDSCAPE PLANTING BOND AGREEMENT

THIS LANDSCAPE PLANTING BOND AGREEMENT (this “Agreement”), made this ___ day _____ of _____, 20___ by and between Bryan County, Georgia, a political subdivision of the State of Georgia (herein after referred to as “Bryan County “ or “County”) and _____, a _____ (herein after referred to as “the “Developer”).

WITNESSETH:

WHEREAS, Developer is the owner and/or developer of a parcel of land located in Bryan County, Georgia and more fully described as _____;

WHEREAS, the said parcel of land has been improved by Developer as designated on the Site Plan approved by the County and dated _____;

WHEREAS, the County, pursuant to Section 114-420 of the County Unified Development Ordinance, requires the submission and approval of a landscape plan;

WHEREAS, Developer has submitted a landscape plan dated _____ (“Landscape Plan”) that has been approved by the County Community Development Department, but Developer has not completely installed all improvements as indicated on the Landscape Plan; and

WHEREAS, pursuant to Section 114-633(c) of the Unified Development Ordinance (“UDO”), Developer is required to provide a Planting Bond to ensure compliance with all relevant provisions of the UDO and to complete all improvements required on the Landscape Plan within six (6) months of issuance of the Certificate of Occupancy (“CO”).

AGREEMENT

NOW, THEREFORE, in consideration of the premises, covenants, and agreements, Developer agrees as follows:

1. **Developer’s Obligations.** Developer covenants: (i) the improvements will be implemented in accordance with and at the same location as shown on the approved Site Plan and Landscape Plan; (ii) to comply with all relevant provisions of the UDO; (iii) to complete all work within six (6) months of issuance of the CO; and (iv) to secure and maintain a Planting Bond subject to approval by the Community Development Director or their authorized designee as to amount and form and legal sufficiency, to cover all necessary costs and expenses that may be incurred or expended by the County to enforce this Agreement. Said bond having been provided, as identified below, hereinafter referred to as “Bond”.

- (a) **Irrevocable Letter of Credit** issued by _____ dated _____ in the amount of \$ _____
- (b) **Cashier’s Check**, Check No. _____, dated _____ in the amount of \$ _____
- (c) **Surety Bond** from _____, dated _____ in the amount of \$ _____.

after being sent if sent by registered or certified mail or (iii) upon receipt if sent by hand delivery. Any party may change its address for notice purposes by giving written notice thereof to the other parties, except that such change of address notice shall not be deemed to have been given until actually received by the addressee thereof.

7. **Amendment.** This Agreement may not be amended or modified except by prior written agreement executed by authorized representatives of the Developer and the County.

8. **Non-Assignment.** Developer shall not assign the rights granted under this Agreement without the prior written consent of the County, except assignment of rights and assumption of liabilities hereunder may be made to purchasers in a sale or other transfer of all or any portion of the property or to a lender secured by a deed of trust encumbering the property without the consent of the County so long as the instrument evidencing such assignment of rights and assumption of liabilities is recorded in the Office of the Clerk of Court of Bryan County and a copy of the recorded instrument is provided to the Community Development Department.

9. **Waiver.** Waiver by the County or failure of the County to take action with respect to any breach of any term, covenant, or condition contained herein shall not be deemed a waiver of such term, covenant, or condition.

10. **Binding Effect.** The covenants and conditions contained herein, subject to the provisions as to assignment and transfer, shall apply to and bind the heirs, successors, executors, administrators, and assigns of Developer.

11. **Jurisdiction.** All provisions of law, now or hereafter in effect, in the State of Georgia shall govern this Agreement.

12. **Severability.** If for any reason any provision in this Agreement is held to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect any other provision of the Agreement. This Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been a part of the Agreement.

13. **Headings.** The headings contained herein are provided for convenience only and shall not be used in interpreting or construing this Agreement.

14. **Entire Agreement.** Except as otherwise provided herein, all existing agreements and contracts, both verbal and written, between the parties are superseded by this Agreement. This Agreement, including any addenda, attachments, and references, constitute the entire agreement between the parties.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed this agreement. Each signatory covenants they have the authority to bind the parties hereto as evidenced by their affixed signatures on the dates indicated.

DEVELOPER (*attach additional signature pages if needed*):

Date: _____

By: _____

Name:
Title:
Address:

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COUNTY:
BRYAN COUNTY, GEORGIA

Date: _____

By: _____

Name:
Title: