LANDSCAPE PLANTING BOND AGREEMENT

, 20 by	PLANTING BOND AGREEMENT (this and between Bryan County, Georgia	a, a political subdi	vision of the State of Georgia
(herein after referred referred to as "the "I	to as "Bryan County" or "County") as Developer").	nd	, a (herein after
	WITNESSE	ГН:	
	er is the owner and/or developer of a pa as;	arcel of land located in	n Bryan County, Georgia and
	parcel of land has been improved by Dated		ed on the Site Plan approved
·	ounty, pursuant to Section 114-42 sion and approval of a landscape plan;	20 of the County Uni	ified Development Ordinance,
been approved by the	per has submitted a landscape plan e County Community Development Dep indicated on the Landscape Plan; and		
required to provide	to Section 114-633(c) of the Unified a Planting Bond to ensure compliance ements required on the Landscape Plan?).	e with all relevant pr	ovisions of the UDO and to
	<u>AGREEME</u>	<u>NT</u>	
Now, THEREFORE follows:	, in consideration of the premises,	covenants, and agree	eements, Developer agrees as
accordance with and with all relevant pro and (iv) to secure a or their authorized expenses that may	oper's Obligations. Developer coven d at the same location as shown on the approximation of the UDO; (iii) to complete a nd maintain a Planting Bond subject to designee as to amount and form and be incurred or expended by the County fied below, hereinafter referred to as "B	pproved Site Plan and Il work within six (6) approval by the Com- legal sufficiency, to to enforce this Agree	Landscape Plan; (ii) to comply months of issuance of the CO; munity Development Director cover all necessary costs and
(a)	Irrevocable Letter of Credit issued amount of \$		dated in the
(b)	Cashier's Check, Check No.	, dated	in the amount of
(c)	\$Surety Bond from		in the amount of
	Φ.		

(d)	Wire Transfer from	, completed on in t	the
	amount of \$.	

- 2. **Reduction of Bond.** If upon issuance of the CO a portion of the required improvements in the Landscape Plan has been completed, the Community Development Director or their authorized designee may reduce the amount of the Bond to an amount sufficient to ensure completion of all improvements not already in place.
- 3. <u>Term.</u> Developer agrees to install all improvements as required on the Landscape Plan within six (6) months of issuance of the CO. This Agreement becomes effective on the date the CO is issued and shall remain in effect until the Bond is specifically released, in writing, by the Community Development Director or his authorized designee ("Term"). Additionally, prior to release of the Bond, Developer must execute a Landscape Maintenance Agreement and supply a new form of bond as required therein, or the Community Development Director or their authorized designee may approve the conversion of the existing performance bond into a maintenance bond.
- 4. **<u>Default.</u>** Developer shall be in default for (i) failure to install the landscape improvements pursuant to the Landscape Plan and as herein agreed; (ii) failure to secure and maintain the Bond for the Term of this Agreement; and/or (iii) violation of any term of this Agreement.
- 5. **Remedies.** In the event Developer is in default, the County shall provide Developer written notice of such default by registered or certified mail, return receipt requested, at the address set forth in Paragraph No. 6 herein. Developer shall have ten (10) days from the date such notice is deemed given in which to cure the default or present a reasonable timeframe to be approved by the Community Development Director or their authorized designee, in their sole discretion, of when the default will be cured. If Developer fails to do so, the County may draw upon the Bond to the extent required for payment of any cost incurred by the County under this Agreement to install the required landscaping. The County also shall have the right to seek any remedies available at law or in equity. The rights and remedies provided by this Agreement are cumulative and not exclusive of any other rights and remedies provided by law. Notwithstanding the foregoing, the County may install the improvements if it determines that conditions present a threat to public safety. The cost of such emergency installation shall be charged to Developer.
- 6. <u>Notices.</u> A notice, communication, or request under this Agreement by the County or Developer shall be sufficiently given or delivered if dispatched by either (i) registered or certified mail, return receipt requested, postage prepaid, (ii) nationally recognized overnight delivery service (next business day service), or (iii) hand delivery (if receipt is evidenced by a signature of the addressee or authorized agent), and addressed as follows:

If to Developer: Name:

Address:

Phone: Email:

If to the County: Attn: Audra Miller

Bryan County Community Development

Department

66 Captain Matthew Freeman Dr,

Suite 111

Richmond Hill, GA 31324

Any notice, communication, or request so sent shall be deemed to have been "given" (i) as of the next business day after being sent if sent by a nationally recognized express mail service, (ii) as of the fifth (5th) business day

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. <u>Waiver</u>. 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. **<u>Binding Effect.</u>** 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, nor 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. **<u>Headings.</u>** 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 in needed):
By:
Name: Title: Address:
COUNTY: BRYAN COUNTY, GEORGIA
By:
Name: Title:

4883-4413-6003, v. 2