

Pre-Land Disturbance Permit (LDP) Surety Package



City of Peachtree Corners
Community Development Department
310 Technology Parkway
Peachtree Corners, Georgia 30092
www.peachtreecornersga.gov

Pre-LDP Performance Surety Instructions

THE FOLLOWING SURETIES ARE REQUIRED PRIOR TO FINAL APPROVAL OF A LDP.

Please refer to the instructions below and submit the applicable forms or agreements for review and approval.

Right of Way (ROW) Performance Surety:

An insurance bond, letter of credit, or cash escrow via a cashier's check payable to the city is required for the proposed ROW infrastructure and landscape improvements. This surety will be released upon city approval of the improvements. The "ROW Performance Surety Calculation Form" is available on the website at: <https://www.peachtreecornersga.gov/home/showdocument?id=7262>. Submit the completed calculation form to the city for approval prior to obtaining the surety. The bonds or letters of credit shall include automatic extension provisions, and cannot expire, should the work not be completed within the original surety term. See below attachments for surety templates.

Erosion Control Surety

An insurance bond, letter of credit, or cash escrow via a cashier's check payable to the city for \$3,000 per proposed disturbed acre is required in the event the city has to recover any potential costs associated with stabilization and compliance of all disturbed areas. This surety will be released upon approval of final stabilization of the entire site, including construction of houses on subdivided lots. The "Erosion Control Calculation Form" is available on the website at: <https://www.peachtreecornersga.gov/home/showdocument?id=5284>. Submit the completed calculation form to the city for approval prior to obtaining the surety. The bonds or letters of credit shall include automatic extension provisions, and cannot expire, should the work not be completed within the original surety term. See below attachments for surety templates.

Erosion Control Affidavit

In addition to the erosion control surety, all permittees shall complete and submit the affidavit available on the website at: <https://cofptc.seamlessdocs.com/f/ErosionControlAffidavit>.

Attachment A: Letter of Credit Agreement Template for Pre-LDP ROW Performance

Attachment B: Bond Agreement Template for Pre-LDP ROW Performance

Attachment C: Escrow Agreement for Pre-LDP ROW Performance

Attachment D: Bond Template for Erosion Control

Attachment E: Erosion Control Escrow Agreement

Attachment F: Erosion Control Affidavit

ATTACHMENT "A"

Letter of Credit Template Agreement for Pre-LDP Right of Way Performance

PRE-LAND DISTURBING ACTIVITY RIGHT OF WAY
PERFORMANCE LETTER OF CREDIT
CITY OF PEACHTREE CORNERS, GA
(SAMPLE FORM - Prepare on financial institution letterhead)

As Security for Conditions of Approval for a Right of Way Improvements
(Combined Faithful Performance and Labor & Materials)

Letter of Credit # _____

Date: _____

City of Peachtree Corners
310 Technology Circle
Peachtree Corners, GA 30092

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

Project Name & Number: _____

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 Peachtree Corners this instrument of credit as security for performance of installation and completion of certain designated Right of Way improvements, in accordance with the City of Peachtree specifications, as shown on the approved Development Plans, 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 shown on the ROW Performance Surety Calculation Form as trust funds guaranteed for payment to the City of Peachtree Corners to secure _____, hereinafter referred to as "Owner", faithful performance of the Right of Way Improvements as shown on the approved Development Plans and conditions of approval of the development project.

We will so hold this sum until the commencement, completion, and written acceptance by the City of Peachtree Corners of all Right of Way work and improvements under the approved Development Plans or for 18 months from issuance of this letter of credit, whichever is sooner. Upon the completion of said work, a representative of the City of Peachtree Corners will provide a letter of confirming the completed work along with the original letter of credit and original amendment (if applicable) to the financial institution. The parties agree that should the above-referenced work and improvements fail to be 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.

PRE-LAND DISTURBING ACTIVITY RIGHT OF WAY
PERFORMANCE LETTER OF CREDIT
CITY OF PEACHTREE CORNERS, GA
(SAMPLE FORM - Prepare on financial institution letterhead)

No alteration of the improvement plans for the work, agreed by the City of Peachtree Corners 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 Peachtree Corners 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.

Date: _____

Signature: _____

Print Name: _____

Title: _____

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.

Date: _____

Signature: _____

Print Name: _____

Title: _____

Upon final inspection approval from the City of Peachtree Corners, this can be released to:

Name: _____ Address: _____

ATTACHMENT "B"
Bond Template Agreement for Pre-LDP Right of Way Performance

PRE-LAND DISTURBING ACTIVITY RIGHT OF WAY
PERFORMANCE BOND
CITY OF PEACHTREE CORNERS, GA
(SAMPLE FORM - Prepare on company letterhead)

Bond # _____

Date: _____

City of Peachtree Corners
310 Technology Circle
Peachtree Corners, GA 30092

Subject: Performance Surety on Right of Way Improvements

Project Name & Number: _____

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned _____,
as principal and _____, as surety, subject to the 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, are held and firmly bound unto the CITY OF PEACHTREE CORNERS, 310 TECHNOLOGY PARKWAY,
PEACHTREE CORNERS, GA 30092 as obligee, in the sum of \$_____ AND NO/100 DOLLARS
(\$_____) for payment of which well and truly to be made, the said principal and the said surety bind
themselves, their heirs, administrators, executors and successors and assigns, firmly by these presents.

WHEREAS, the principal has made application to the Director of the Community Development Department
of the City of Peachtree Corners for a permit to perform land disturbing activities in the city right of way on
the land described as follows: _____.
(project name and address)

; and

WHEREAS, as a condition precedent to the issuance of said land disturbance permit, the principal is required
under the Development Regulations of the City of Peachtree Corners, to furnish a bond to the City of
Peachtree Corners conditioned as therein set forth;

NOW, THEREFORE, if the principal shall well and truly do, perform and accomplish in due time, form and
manner all the terms and conditions of said permit upon the principal's part to be done, performed and
accomplished, and shall indemnify the City of Peachtree Corners against any failure to complete or failure
to perform such land disturbing activity in accordance with the permitted plans and specifications as may be
permitted by the Director of the Community Development Department of the City of Peachtree Corners,
and, further such incomplete work or work not in accordance with such permitted plans and specifications
which otherwise has created hazardous conditions, or non-compliant conditions, will be corrected to
eliminate hazardous conditions, or non-compliant conditions as specifically set forth and required in the
Development Regulations of the City of Peachtree Corners, then this obligation to be void upon written
notice by City of Peachtree Corners that Principal has complied with all the terms and conditions of said
permit, otherwise to remain in full force and effect.

PRE-LAND DISTURBING ACTIVITY RIGHT OF WAY
PERFORMANCE BOND
CITY OF PEACHTREE CORNERS, GA

IT IS UNDERSTOOD AND AGREED that the liability of the surety shall be limited to \$ _____
AND NO/100 DOLLARS (\$ _____) and that under no circumstances shall the surety's liability under
this bond exceed \$ _____ AND NO/100 DOLLARS (\$ _____).

Except as to liability accruing prior to the effective date of cancellation, the surety's liability on this bond shall be terminated thirty (30) days after receipt by the City of Peachtree Corners of written notice of the Surety's intent to cancel, at which time it shall be the duty of the City of Peachtree Corners to release in writing such bond, and it shall be the further duty of the Contractor, as Principal, to obtain a substitute bond in lieu of this bond in the event a bond is required to remain in full force and effect pending completion or satisfactory completion of land disturbing activities contemplated to be covered under the terms of this bond.

Any person, firm or corporation injured in person or property by reason of any violation of said laws, ordinances or regulations by said principal, or by any act, default or omission constituting a breach of any of the conditions of this bond, may maintain a suit or action hereon for such injury or damage.

SIGNED, SEALED, AND DATED THIS _____ DAY OF _____, 20__.

PRINCIPAL:

Signature

Name & Title

Address

SURETY:

name

Signature of President or Attorney-In-Fact

ATTEST:

Notary Public or Corporate Secretary & Seal

Upon final inspection approval from the City of Peachtree Corners, this can be released to:

Name: _____ **Address:** _____

ATTACHMENT "C"
Escrow Agreement for Pre-LDP Right of Way Performance

This agreement entered into between The City of Peachtree Corners, a political subdivision of the State of Georgia, as party of the first part (hereinafter referred to as "City"); and _____ the undersigned Principal (hereinafter referred to as "Principal") as party of the second part; and the Finance Manager of the City of Peachtree Corners (hereinafter referred to as "Escrow Agent").

WHEREAS, the Principal has developed a (commercial project/ residential subdivision) in the City of Peachtree Corner known as _____, and permitted with Development Permit _____.

WHEREAS, development plans including proposed right of way infrastructure and landscape improvements have been approved by the City of Peachtree Corners Community Development Department;

WHEREAS, the Principal has agreed, as its expense, to install said improvements within _____ months from the date of this agreement;

WHEREAS, the Community Development Department of The City of Peachtree Corners has deemed it will require the sum of \$ _____, the lawful money of the United States of America, to guarantee the truly and faithful installation of right of way improvements by the Principal or its agents;

WHEREAS, this agreement shall be governed by the laws of the State of Georgia;

NOW AND THEREFORE, the Principal, has agreed to, upon the execution of this agreement, deposit in _____ (cash or cash escrow) with the Escrow Agent the sum of \$ _____, the lawful money of the United States of America, to be held in escrow by said Escrow Agent, under the following terms and conditions.

- A. The Escrow Agent, upon receipt of said funds, shall deposit said funds in a special escrow account along with other escrow funds received from other developers.
- B. The Principal hereby warrants to the City that certain right of way improvements as attached hereto shall be truly and faithfully completed within _____ months of this agreement. In the event of noncompliance, the City shall notify the Principal in writing that the Principal is declared in default and that the escrow funds shall be deemed forfeited.
- C. In the event the Principal is declared in default, the City may, at its discretion, employ as agent for the Principal, a sub-contractor or sub-contractors necessary install said improvements and to bring said development within the provisions of the City of Peachtree Corners ordinances and regulations pertaining to same. Upon the employment by the City of said sub-contractor or sub-contractors necessary to correct said discrepancies, the Escrow Agent shall enter upon any bill received by such contractor for work performed, approved and authorized for payment. The Escrow agent shall disburse funds from escrow account to pay said bills directly to the sub-contractor or sub-contractors employed by the City as agent for the Principal referenced herein. In order to pay said bills so submitted, the Escrow Agent shall not be required to receive any authorization whatsoever, either oral or written; from the Principal, and said Escrow Agent shall in no way be personally liable or liable as agent of the City for making said disbursements, provided; however, authorization for such disbursements has been given by the City of Peachtree Corners Community Development Department or its duly authorized agents.

D. In the event the Principal, at his expense, installs the improvements within the time provided herein, the City, upon the request of the Principal, shall approve any such improvements and upon said approval shall authorize the Escrow Agent pay the Principal such sums as would represent the installed improvements as related to the total sum deposited in escrow with the Escrow Agent, however, retaining at all times sufficient funds to correct the remaining improvements, as applicable. If at the end of said time, all improvements have been installed, the City, shall authorize disbursements to the Principal from the escrow funds all the funds of the Principal and this agreement shall then terminate, and all liability and obligations hereunder shall immediately terminate.

SIGNED, SEALED AND DELIVERED this _____ day of _____, 20____ in the presence of:

Attest:

PRINCIPAL/DEPOSITOR:

Notary Public or Corporate Secretary

Name

(Corporate Seal)

Signature

Address

Phone:

THE CITY OF PEACHTREE CORNERS:

Department

Date

Finance Manager

Date

SPECIAL INSTRUCTIONS FOR MAILING, ETC: _____

Upon final inspection approval from the City of Peachtree Corners, this can be released to:

Name: _____ Address: _____

ATTACHMENT "D"
Erosion Control Bond Template

CITY OF PEACHTREE CORNERS, GEORIGIA
SOIL EROSION & SEDIMENTATION CONTROL MAINTENANCE/PERFORMANCE BOND

Bond No.: _____

KNOW ALL MEN BY THESE PRESENTS, that we _____, hereinafter called the Principal and _____, as Surety, are held and firmly bound unto the **CITY OF PEACHTREE CORNERS, GEORGIA**, hereinafter called the Obligee, in the just and full sum of _____ Dollars (\$ _____) to the payment of which, well and truly to be made, the said Principal and Surety bind themselves, their respective heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the said Principal has heretofore received authorization from the Obligee for development and construction of a project known as _____;

WHEREAS, as a condition precedent to the approval, the Principal is required to undertake on-site and erosion control improvements, in a manner which is set forth and specified in the approval as executed by the Obligee. If full implementation of the approved plan does not provide for effective erosion control measures, additional erosion control and sedimentation measures shall be implemented by the Principal to control or treat the sediment source;

WHEREAS, this agreement shall be governed by the laws of the State of Georgia;

WHEREAS, the maintenance of all soil erosion and sedimentation control measures and practices, whether, temporary or permanent, shall be at all times the responsibility of the Principal. In the event that the Principal fails to maintain compliance with the approved plan or with the requirements of the City of Peachtree Corners Erosion and Sedimentation Ordinance the value of the bond shall be used by the City of Peachtree Corners to stabilize the site and otherwise bring the site into compliance;

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such, that if the above bounded Principal shall well and truly keep, do and perform each and every, all and singular, the matters and things in said approval, then this obligation shall be null and void; otherwise shall remain in full force and effect. The bond shall remain in full force and effect until permanent stabilization and satisfactory removal of temporary erosion control measures has occurred, as determined by the City of Peachtree Corners Development Department or 18 months from the issuance of a Final Plat or Certificate of Occupancy.

IT IS HEREBY UNDERSTOOD AND AGREED that the penal sum of this bond shall not exceed the sum as stated above.

IN WITNESS WHEREOF, this instrument has been executed by the duly authorized representatives of the Principal and Surety.

SIGNED, SEALED AND DATED this _____ day of _____, 20____.

Attest:

Corporate Secretary

BY: _____(SEAL)
Principal

Printed Name and Title

By: _____
Printed Surety Name

Attest:

Corporate Secretary

_____(SEAL)
Signature

Printed Name and Title

Upon final inspection approval from the City of Peachtree Corners, this can be released to:

Name: _____ Address: _____

ATTACHMENT "E"
Erosion Control Escrow Agreement
City of Peachtree Corners

This agreement entered into between The City of Peachtree Corners, a political subdivision of the State of Georgia, as party of the first part (hereinafter referred to as "City"); and _____ the undersigned Principal (hereinafter referred to as "Principal") as party of the second part; and the Finance Manager of the City of Peachtree Corners (hereinafter referred to as "Escrow Agent").

WHEREAS, the Principal has a proposed development project (commercial project/ residential subdivision) in the City of Peachtree Corner known as _____ and permitted with Development Permit _____.

WHEREAS, as a condition precedent to the approval, the Principal is required to undertake on-site and erosion control improvements, in a manner which is set forth and specified in the approved development plans. If full implementation of the approved plan does not provide for effective erosion control measures, additional erosion control and sedimentation measures shall be implemented by the Principal to control or treat the sediment source;

WHEREAS, the maintenance of all soil erosion and sedimentation control measures and practices, whether, temporary or permanent, shall always be the responsibility of the Principal

WHEREAS, this agreement shall be governed by the laws of the State of Georgia;

NOW AND THEREFORE, the Principal, has agreed to, upon the execution of this agreement, deposit in _____ (cash or cash escrow) with the Escrow Agent the sum of \$_____, the lawful money of the United States of America, to be held in escrow by said Escrow Agent, under the following terms and conditions.

- A. The Escrow Agent, upon receipt of said funds, shall deposit said funds in a special escrow account along with other escrow funds received from other developers.
- B. The Principal hereby warrants to the City that final stabilization of the property shall be truly and faithfully achieved as a condition of the Development Permit. In the event of noncompliance, the City shall notify the Principal in writing that the Principal is declared in default and that the escrow funds shall be deemed forfeited.
- C. In the event the Principal is declared in default, the City may, at its discretion, employ as agent for the Principal, a sub-contractor or sub-contractors necessary to stabilize the property and to bring said development within the provisions of the City of Peachtree Corners Erosion & Sedimentation Ordinance. Upon the employment by the City of said sub-contractor or sub-contractors necessary, the Escrow Agent shall enter upon any bill received by such contractor for work performed, approved and authorized for payment. The Escrow agent shall disburse funds from escrow account to pay said bills directly to the sub-contractor or sub-contractors employed by the City as agent for the Principal referenced herein. In order to pay said bills so submitted, the Escrow Agent shall not be required to receive any authorization whatsoever, either oral or written; from the Principal, and said Escrow Agent shall in no way be personally liable or liable as agent of the City for making said disbursements, provided; however, authorization for such disbursements has been given by the City of Peachtree Corners Community Development Department or its duly authorized agents.

D. If at the time of the approved Certificate of Development Conformance or final plat, all site areas have been stabilized, the City, shall authorize disbursements to the Principal from the escrow funds all the funds of the Principal and this agreement shall then terminate, and all liability and obligations hereunder shall immediately terminate.

SIGNED, SEALED AND DELIVERED this _____ day of _____, 20____ in the presence of:

Attest:

PRINCIPAL/DEPOSITOR:

Notary Public or Corporate Secretary

Name

(Corporate Seal)

Signature

Address

Phone:

THE CITY OF PEACHTREE CORNERS:

Department

Date

Finance Manager

Date

Upon final inspection approval from the City of Peachtree Corners, this can be released to:

Name: _____ Address: _____

ATTACHMENT "F"

Erosion Control Affidavit

CITY OF PEACHTREE CORNERS

COMMUNITY DEVELOPMENT DEPARTMENT

310 Technology Parkway Peachtree Corners, GA 30092

Tel: 678.691.1200 | www.peachtreecornersga.gov

Erosion & Sediment Control & Waste Disposal Affidavit

Permit Number: _____ Date: _____

Project Name: _____

My signature hereon signifies that I am the person responsible for compliance with the Soil Erosion & Sediment Control Ordinance. I acknowledge that I must use Best Management Practices (BMP's) to control soil erosion on my job site which includes, at a minimum, all the following:

1. Installation and daily maintenance of silt barriers (i.e. silt fences, hay bales, etc.) in those areas where water exits the jobsite;
2. Installation and daily maintenance of a stone driveway entrance/exit pad to minimize the tracking of mud into the street; use geotextile underliner for entire pad;
3. Removal of mud from the street or adjacent property immediately following any such occurrence without washing the mud into the storm drainage system;
4. Maintenance and removal of mud from detention ponds and sediment basins;
5. Conduct no land disturbing activities within 50 feet of the banks of streams, lakes, wetlands, etc. (i.e. "state waters");
6. Within 14 days of ceasing land disturbance, whichever is earlier, temporary vegetation and/or mulch on all disturbed areas shall be provided & maintained daily.
7. Institute E&SC measures and practices as indicated on the approved Soil Erosion & Sediment Control Plan.

My signature hereon signifies acknowledgement of all the following:

1. On-site burial is prohibited;
2. On-site disposal of Inert Waste is allowed only if the Inert Waste is limited to: earth, and mulched yard trimmings, stumps, limbs and leaves;
3. Construction and Demolition waste will be collected and hauled by a hauler permitted by the EPD;
4. Inspection staff may: refuse to make inspections, issue Stop Work Orders, issue summons' to Court for violations of Stop Work Orders and refuse to approve Plats and Certificates of Occupancy or Completion, for failure to comply with these requirements.

Signature: _____

Printer Name: _____

Title/Company: _____

Company Address: _____

City: _____ State: _____ Zip: _____

24-Hour Contact: _____ Phone: _____