



CITY OF SANFORD

INFRASTRUCTURE COMPLETION FINANCIAL GUARANTEE

NAME OF THE DEVELOPMENT (THE "PROJECT"):

NAME OF APPROVED CONSTRUCTION DRAWINGS (THE "REQUIRED INFRASTRUCTURE"):

DATE BY WHICH THE OBLIGATION (AS DEFINED ABOVE) WILL BE COMPLETED:

NAME OF PRINCIPAL (DEVELOPER):

ADDRESS AND PHONE NUMBER OF PRINCIPAL:

THE PRINCIPAL IS ORGANIZED AND EXISTING UNDER THE LAWS OF THE FOLLOWING STATE:

NAME OF SURETY (MUST BE AUTHORIZED TO DO BUSINESS IN NORTH CAROLINA):

NAME, ADDRESS, AND PHONE NUMBER OF SURETY'S LICENSED AGENT IN NORTH CAROLINA:

AMOUNT OF BOND (IN WORDS AND FIGURES) ("BOND"):

_____ DOLLARS

BOND NUMBER: _____ DATE OF BOND EXECUTION: _____

OBLIGEE: CITY OF SANFORD, a North Carolina Municipal Corporation

KNOW ALL PERSONS BY THESE PRESENTS, that we, the **PRINCIPAL AND SURETY** above named, are held and firmly bound unto the above-named Obligee, hereinafter called the Obligee, in the penal sum of the amount stated above for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, by these presents.

THE CONDITIONS OF THIS OBLIGATION IS SUCH, that whereas the Principal has applied for either final plat approval or a certificate of compliance of the land development known as Project prior to completion of the infrastructure identified on the approved Construction Drawings (“Required Infrastructure”) in accordance with the requirements of the City of Sanford Unified Development Ordinance (UDO), the City of Sanford Code of Ordinances, the City of Sanford Standard Specifications and Construction Details, the approved site plan and Construction Drawings, and the City of Sanford’s requirements for acceptance of infrastructure if applicable (collectively “City Requirements”); and whereas, the Obligee is willing to allow the Principal to file a bond for the benefit of the Obligee to guarantee the completion of the Required Infrastructure. Principal, acknowledging its obligation to complete Required Infrastructure in accordance with Requirements (collectively, “Obligation”), desires to provide a bond for the benefit of the Obligee to guarantee its Obligation. In the event the Surety becomes bankrupt, dissolves, or ceases to exist or function as a surety, Principal shall procure a replacement bond to guarantee its Obligation.

NOW THEREFORE, if the Principal shall well and truly construct and complete the Required Infrastructure pursuant to the City Requirements (including any and all approved modifications to the site plan, construction drawings, and specifications that may hereafter be made, notice to the Surety of such modifications being hereby waived) by the Completion Date, it being stipulated that time is of the essence, such completion being evidenced solely by issuance from Obligee of a “Certificate of Completion” letter in substantially the form attached hereto as **ATTACHMENT 1**, then this obligation is void, otherwise it shall remain in full force and virtue.

The Surety agrees that this bond is fully binding on it whether or not the Principal executes this bond. The Surety agrees that any and all estimates or calculations prepared to establish the penal sum above is extrinsic to this bond and may not be used in any way to limit or reduce the obligations of the Principal or Surety under this bond; and neither Surety or Principal shall assert

as a defense that the Required Improvements are not necessary or are not authorized by law. This bond shall be deemed made in Lee County, North Carolina. This bond shall be governed by and constructed in accordance with the law of North Carolina. The exclusive forum and venue for all actions arising out of this bond shall be the North Carolina General Court of Justice in Lee County. This subsection shall not apply to subsequent actions to enforce a judgement entered in actions heard pursuant to this subsection.

Each individual signing this Bond has the right and power to do so and bind Principal or Surety, as appropriate, to the obligations set forth herein and each individual does so warrant that he/she has such authority.

IN WITNESS WHEREOF, the above-bound parties have executed this instrument under their several seals on the date of execution indicated above, the name and corporate seal of each corporate party being hereto affixed and these presents.

[EXECUTION BY PRINCIPAL (WHEN PRINCIPAL IS A **COMPANY**)]

COMPANY: _____

BY: _____ (SEAL)

NAME: _____

TITLE: _____

[EXECUTION BY PRINCIPAL (WHEN PRINCIPAL IS A **CORPORATION**)]

CORPORATION: _____

BY: _____ (SEAL)

NAME: _____

TITLE: _____

ATTESTATION BY SECRETARY: _____ (SEAL)

[SURETY'S EXECUTION]

(Name of Surety)

(Signature of Attorney-in-Fact) (Affix Surety's corporate seal)

INSTRUCTIONS TO SURETY AND PRINCIPAL: IF YOU USE A RAISED CORPORATE SEAL, PRESS HARD ENOUGH TO MAKE IT LEGIBLE.

ACKNOWLEDGMENT OF DEVELOPER'S EXECUTION OF COMPLETION BOND

*[Acknowledgment when the Developer (the Principal) is a **limited liability company**]*

State of _____

County of _____

I, _____, a notary public in and for the aforesaid county and state, certify that _____ appeared before me this day, and stated that he or she is a manager of _____, a limited liability company, and acknowledged that the foregoing Development Infrastructure Completion Bond carry on the company's business in the usual way, and acknowledged the due execution of the Development Infrastructure Completion Bond on behalf of the company.

This is the _____ day of _____, 20_____.

My commission expires: _____

[SEAL]

Notary Public

ACKNOWLEDGMENT OF DEVELOPER'S EXECUTION OF COMPLETION BOND

[Acknowledgment when the Developer (the Principal) is a corporation]

State of _____

County of _____

I, _____, a Notary Public of the County and state aforesaid, certify that _____ personally appeared before me this day and acknowledged the foregoing infrastructure completion bond was executed by him/her and stated that he/she is Secretary of _____, a North Carolina corporation, and that by authority duly given and as an act of the corporation, the foregoing instrument was signed in its name by its President, sealed with its corporate seal and attested by its Secretary.

This is the _____ day of _____, 20_____.

My commission expires: _____

[SEAL]

Notary Public

**ACKNOWLEDGMENT OF SURETY'S EXECUTION OF DEVELOPMENT
INFRASTRUCTURE COMPLETION BOND**

State of _____

County of _____

I, _____, a notary public in and for the county and state, certify that _____ personally appeared before me this day and acknowledged that he or she is Attorney in Fact for _____, the Surety named in the foregoing Development Infrastructure Completion Bond, in which bond the Obligee is the City of Sanford, and that he or she executed said bond, under the seal of the Surety, on behalf of the Surety.

This is the _____ day of _____, 20_____.

My commission expires: _____

[SEAL]

Notary Public