

APPLICATION FOR IMPROVEMENT GUARANTEES

- 1) Name of Subdivision _____
- 2) Name of Developer: _____
Address _____
Phone: _____
Name of Owner (if different from Developer): _____
Name of Authorized Agent (if different from Developer): _____
Phone: _____
- 3) Amount of guarantee (including 25% overhead) \$ _____
- 4) Projected completion date _____
- 5) Type of improvement requested:

_____ Cash on Deposit (Certified Check)	_____ Irrevocable Letter of Credit
_____ Bank Escrow Account	_____ Surety Performance Bond

Name of bank or bonding company _____
- 6) Engineer Name: _____ Phone: _____
- 7) Has engineering and design work been completed? ___ Complete ___ Partially complete ___ Incomplete
- 8) Please explain the work that has been completed on the project and what percentage it represents of the whole project.
- 9) Has all the initial rough grading for all proposed roads been completed? ___ Yes ___ No
_____Partially
- 10) Please list all required Federal, State and local permits. Explain where they are in the process. Please provide staff copies of all permits.
- 11) What, if any, mitigation fees are there? Have they been paid? If they have been paid, please provide staff proof of payment.

In order for your application to be reviewed, please provide the Subdivision Administrator with the following documents in addition to a complete application:

- Cost estimates
- Copies of all permits
- Timeline for completion with benchmarks
- All associated design plans and construction specifications
- Engineer certification
- Temporary Access and Construction Easement
- Financial Guarantee (letter of credit, cash on deposit, etc).

Please read §42-115 through §42-119 of the Henderson County Land Development Code to be aware of the requirements and prohibitions regarding Improvement Guarantees. Please be aware of the following:

- This improvement guarantee application and subsequent agreement will be valid for 18 months after execution of the agreement.
- No improvement guarantee may be extended longer than 30 months. No extensions will be permitted without adequate financial security. No project that has any violations of federal, state, or local ordinance or the Improvement Guarantee Agreement shall be extended.
- Cost estimates and design plans require a professional seal either by engineer, land surveyor or landscape architect.
- Financial guarantees must be licensed to do business in North Carolina, and be from a national association or FDIC registered group. Prior to execution of the agreement, the financial instrument must be approved by County Attorney's Office.
- No project can get more than 4 releases at minimum completions of 25%, 50%, and 75%. At all times 125% of the remaining work will be retained by the County. No releases will be provided for any project in violation of federal, state, local law or the Improvement Guarantee Agreement.

I have read and understand all requirements stated in Article III of the Land Development Code regarding subdivision improvement guarantees. I certify that all the information above is true to the best of my knowledge.

Developer's Signature: _____ Date: _____

Owner's Signature (if different from Developer): _____ Date: _____

Received By: _____ Date: _____

Application Fee Paid: _____ Date: _____

Engineering Certification

I, (Engineer Name) _____ certify that the following plans have been paid for by _____, Developer for (Project Name) _____ and in an instance where the Developer defaults on the Improvement Guarantee Agreement, the County will have the right to use said plans for the completion of the associated phase or section of the project. The plans may be access from the Developer or from my office at no additional cost to the County.

The following plans have been completed for this Phase of the project:

I certify that this information is true to the best of my knowledge.

Print Name: _____

Signature: _____

**STATE OF NORTH CAROLINA
COUNTY OF HENDERSON**

I, _____, Notary Public for said State and County certify that _____ came before me this day and acknowledged that he/she is the _____ of engineer for this project, and that by authority duly given and as the act of the corporation the foregoing instrument was signed in its name.

THIS the _____ day of _____, 20____

Notary Public

My Commission Expires: _____

[NOTARIAL SEAL]

TEMPORARY ACCESS & CONSTRUCTION EASEMENT

THIS TEMPORARY ACCESS and CONSTRUCTION EASEMENT granted this _____ day of _____, 20____, by and between _____ (the "Grantor"), whose mailing address is _____ and the County of Henderson, a North Carolina body politic (the Grantee) whose address is 100 N. King Street, Hendersonville, NC 28792. (Wherever used herein the terms "Grantor" and "Grantee" include all the parties to this instrument and their respective heirs, legal representatives, successors and assigns.)

WITNESSETH:

That Grantor, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby grants to the Grantee, its successors, contractors, agents, and assigns, a Temporary Access and Construction Easement, more particularly described in Exhibit "A"(the "Temporary Easement Premises"), attached hereto and incorporated herein by reference.

The Temporary Easement Premises shall be used by the Grantee for the purpose of access to and construction of public utility improvements. This Temporary Access & Construction Easement shall expire one year from the date of execution or upon completion of the public utility construction, whichever occurs first. The undersigned hereby covenants and warrants that Grantor owns the said land described herein and the undersigned, as or on behalf of Grantor, has the right to grant this temporary easement.

IN WITNESS WHEREOF, the Grantor has duly authorized and caused this Temporary Access and Construction Easement to be executed in its name as of the day and year first herein written.

WITNESSES:

GRANTOR:

Print Name: _____

Print Name: _____

STATE OF NORTH CAROLINA
COUNTY OF HENDERSON

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by _____, and did not take an oath, who [] is known to me, or [] produced _____ as identification.

Signature: _____

Print Name: _____

My Commission expires: _____