

MAJOR LAND DEVELOPMENT IMPROVEMENTS WARRANTY AGREEMENT

STATE OF SOUTH CAROLINA
CITY OF HANAHAN

This agreement made and entered into this day of **(Month)**, **(Year)** by and between **(Name of Developer)** and the City of Hanahan, hereafter referred to as "City":

WITNESSETH:

WHEREAS, **(Developer's Name)** is the developer of a major land development known as **(Name of Development)**, located in the City of Hanahan, for which has submitted to and received approval by the Planning Commission of a preliminary plat, and

WHEREAS, Section 4.1 of the Land Development Ordinance for the City of Hanahan provides for the approval of a final plat of a major land development prior to completing improvements with an improvements agreement and financial warranty, and

WHEREAS, **(Name of Developer)**, hereinafter called the Developer, has provided financial warranty to guarantee the completion of **(Name of Development)** to the City of Hanahan as beneficiary, and

WHEREAS, the construction and development of **(Name of Development)** is subject to the rules and regulations of the City, which rules and regulations require that all improvements be executed together with assurance suitable to the City, prior to the selling of lots, and

WHEREAS, the developer has petitioned the City for permission to enter into an agreement and post suitable warranties for improvements in order to be authorized by the City to build upon the major land development prior to the installation of all improvements, and

NOW THEREFORE, for and in consideration of the premises and the hereafter-contained warranties, covenants, and agreements, the parties agree as follows:

- I. The City hereby authorizes to build on lots in the major land development prior to the installation of improvements.
- II. **(Name of Developer)** warrants, covenants, and agrees to and with the City:
 1. **(Name of Developer)** will complete the construction and installation of all improvements within two years of the final plat approval. The date of the final plat approval **(Date of City Planner's Signature on final plat)**.
 2. **(Name of Developer)** has submitted a financial warranty in an amount equivalent to one hundred fifty (150) percent of the total costs of the improvements in the amount of \$ _____ to complete all improvements in the major land development and will complete in accordance with the standards established by the City.
 3. **(Name of Developer)** will furnish to the City such progress reports concerning the construction and installation of improvements as the City may from time to time request, as well as any other information and reports as may be requested by the City.

4. **(Name of Developer)** agrees and acknowledges that houses on lots **(Name of Development)** in this major land development shall not be occupied until all improvements are installed as required in the City of Hanahan Land Development Ordinance and City of Hanahan Zoning Ordinance and approved by the appropriate agencies.
5. In the event the applicant/developer has not completed the construction and installation of the aforementioned improvements within two years of the final plat approval, the City, on its own initiative, shall have the right upon notice in writing to **(Name of Developer)**, to complete the construction and installation of the improvements as submitted, including but not limited to,
 - A. employment of such contractors, subcontractors, engineers, landscapers, and surveyors as the City, in its sole discretion, deems advisable.
 - B. expend such funds as the City, in its sole discretion, deems advisable.
 - C. pay any and all debts for material, labor, and equipment arising and accruing in connection with the planning, designing, and installation of the improvements completed prior to the time the City assumed the completion.
 - D. use such materials as the City, in its sole discretion, deems advisable.
 - E. do and perform such other acts and things as the City, in its sole discretion, deems advisable.
6. Notwithstanding the aforementioned Financial Warranty, **(Name of Developer)** agrees to reimburse the City for all funds expended by the City in the event the City at any time assumes the completion of improvements and agrees to indemnify and hold the City harmless from any and all claims, demands, and causes of action arising out of or in any manner connected with the City's completion of the improvements, even if the costs of the same exceed and overrun the amount of the Financial Warranty.
7. **(Name of Developer)** further agrees to properly maintain all roads and other improvements in the major land development until such time as they are accepted by the appropriate body and to guarantee the performance of completed roads and other improvements for a period of two (2) years after the improvements are documented and recorded with the Berkeley County Register of Deeds.
8. **(Name of Developer)** will include in all future sales contracts for each lot a statement describing **(Name of Developer)** responsibilities under this agreement and a statement to the effect that final plat approval for the major land development obtained from the City was on the contingent that **(Name of Developer)** completion of improvements in accordance with the City of Hanahan Land Development Ordinance and City of Hanahan Zoning Ordinance.
9. This agreement has been prepared for the sole benefit of **(Name of Development)**, and the parties hereto agree that it will be construed liberally in favor of the City, and all ambiguities shall be resolved in favor of the City.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the date above written.

Attested:

BY: _____
Applicant/Developer

CITY OF HANAHAN

BY: _____
City Administrator or Designated Representative

Attested:
