

**DEVELOPMENT AGREEMENT  
CITY OF MILTON, GEORGIA**

This Development Agreement (the "Agreement") is made and entered into this the \_\_\_\_ day of \_\_\_\_\_, 2007 by and between the **CITY OF MILTON, GEORGIA**, a municipal corporation of the State of Georgia (the "City") and \_\_\_\_\_ ("Developer").

**W I T N E S S E T H:**

**WHEREAS**, Developer desires to develop a development as described in Exhibit "A," attached hereto and incorporated herein by reference (hereinafter referred to as the "Development"); and

**WHEREAS**, the City desires that Developer construct the Development in conformance with all applicable laws and regulations; and

**WHEREAS**, Developer may desire the City to accept dedication of all or portions of the Development's infrastructure upon its completion;

**NOW THEREFORE**, for and in consideration of the mutual covenants contained herein, the parties agree as follows:

1. DEVELOPMENT BONDS. Developer shall provide to the City development bonds as required by the City. In the event that the City is required to invoke any of said bonds due to the failure of the Developer to comply with the terms contained therein, the Developer agrees to reimburse the City for all costs, including but not limited to court costs and attorneys fees, that the City may incur in procuring performance of the obligations required by any such bond.

2. INSTALLATION OF INFRASTRUCTURE. Developer shall construct and maintain the Development in conformance with all applicable federal and state laws and with all applicable City regulations, including but not limited to the Code of Ordinances for the City of Milton, Georgia in force as of the date of said approval.

3. INDEMNIFICATION. Developer shall indemnify and hold the City harmless from and against any and all losses, costs, damages, expenses, or claims (including, without limitation, any and all reasonable attorneys' fees and expenses of litigation actually incurred) arising from or out of Developer's: 1) construction or maintenance of the Development or any portion thereof; 2) failure to construct or maintain the Development or any portion thereof; or 3) improper construction or maintenance of the Development or any portion thereof.

**IN WITNESS WHEREOF**, the parties have hereunto executed this Agreement as of the date first above written.

**DEVELOPER**

**CITY OF MILTON, Acting By and  
Through its Manager of the Department  
of Community Development**

By \_\_\_\_\_  
Its \_\_\_\_\_

\_\_\_\_\_

Attest: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

[CORPORATE SEAL]

**EXHIBIT A**

[ATTACH PLAT OR SKETCH OF DEVELOPMENT]