

**ESCROW DEPOSIT  
LANDSCAPE MAINTENANCE AGREEMENT  
(UDC § 15-63)**

**For Adler Springs Subdivision**

**Account #** 1742086552

**THIS AGREEMENT**, entered into this 31 day of January, 2024, between Pulte Home Company, LLC, a Michigan limited liability company (hereinafter called the "Subdivider" with its principal place of business at 2475 Northwinds Parkway, Suite 600, Alpharetta, GA 30009 and the City of Powder Springs, a Georgia municipal corporation, (hereinafter called "City"), and Baker & Hostetler LLP, a Ohio limited liability partnership (herein after called "Bank"), with its principal place of business at 1170 Peachtree Street NE, Suite 2400, Atlanta, GA 30309.

**WITNESSETH:**

**WHEREAS**, the Subdivider is obligated under the terms of the Unified Development Code of the City of Powder Springs for the maintenance of public improvements, including but not limited to water lines and sewer lines located in the subdivision known as Adler Springs for a period of two (2) years following recordation of the final plat or completion of all required improvements, whichever occurs later.

**WHEREAS**, the Subdivider has received approval of the constructed improvements in accordance with the construction plans and specifications on file and now must provide adequate surety for the maintenance thereof; and

**WHEREAS**, the Subdivider certifies that any and all persons, firms, or corporations providing labor and/or materials required for construction of said improvements will be paid in full; and

**WHEREAS**, the parties have agreed that the Bank is acceptable to all parties to hold the funds in escrow to secure Subdivider's obligations hereunder;

**NOW, THEREFORE**, in consideration of the foregoing premises, it is hereby agreed:

1. The Subdivider has deposited with Bank and Bank agrees to hold in escrow the sum of Ninety-Nine Thousand Nine Hundred Twenty-Five and No/100 dollars (\$99,925.50) ("Escrow Deposit"), to guarantee all improvements against defects in materials, workmanship, and design and further guarantee that all such improvements will be maintained in first-class condition for a minimum of two (2) years following recordation

of the final plat or completion of all required improvements, whichever occurs later. The Bank will not release any of the funds subject to the Escrow Deposit except in accordance with the terms hereof.

2. The Bank agrees to disburse funds to the full amount of the Escrow Deposit only upon receipt of "Proper Authorization" as hereinafter defined. "Proper Authorization" shall mean authority in written form from the City of Powder Springs stating that a disbursement is authorized:

- (a) To the Subdivider upon delivery of "Proper Authorization" from the City of Powder Springs. The City, through the Community Development Department, shall issue such "Proper Authorization" upon finding that the improvements meet City standards within the two-year term hereof.

- (b) To the City upon delivery of "Proper Authorization" from the Community Development Department, upon its determination that any portion or all of the said materials, workmanship, or design is unacceptable. The City is authorized, but not obligated, to correct any defective materials or workmanship and unacceptable design and to use the funds acquired from the Escrow Deposit for such purposes.

3. The full amount of the Escrow Deposit shall be held by the Bank as security guaranteeing materials, workmanship, and design for the period stated herein unless "Proper Authorization" is delivered to the Bank by the City of Powder Springs Community Development Department under Item 2(b) above. However, the Bank on one or more occasions may release all or any portion of such funds upon delivery of "Proper Authorization" from the Community Development Department at any time and the City agrees to release said funds if the Subdivider shall make other arrangements approved by the City in accordance with the Unified Development Code for the balance of the two-year term. If the materials, workmanship, and design are acceptable for two (2) years following recordation of the final plat or completion of all required improvements, whichever occurs later, the Community Development Department shall upon approval by the City authorize the Bank in writing to release the full amount of the Escrow Deposit held by the Bank to the Subdivider.

4. The Bank hereby acknowledges that holds the Escrow Deposit, referred to in Item 1 above, and represents that it has no obligation whatsoever to any of the parties hereto except to release said funds within 10 days upon delivery of "Proper Authorization" from the City of Powder Springs Community Development Department. The Subdivider does hereby release and hold the Bank harmless from any and all claims whatsoever by it against the Bank for releasing such funds to the City in accordance with the terms

thereof. This Agreement shall not be terminated or otherwise allowed to expire without at least 30 days written notice to that effect from the Issuer to both the City and Subdivider.

5. If the funds are inadequate to pay for any costs covered by this Agreement, the Subdivider shall pay any and all costs beyond coverage.
6. Should any provision governing the subject Escrow Deposit conflict with the terms of this Agreement, the terms of this Agreement shall control.

**WITNESS** the hands and official seals of the parties hereto on the day and year first above written.

**CITY OF POWDER SPRINGS, GEORGIA**

**BY:** \_\_\_\_\_

**(Corporate Seal)**

PULTE HOME  
COMPANY, LLC

CORPORATE SEAL

MICHIGAN

**SUBDIVIDER:**

**PULTE HOME COMPANY, LLC**

**By:** \_\_\_\_\_

**Title:** \_\_\_\_\_ *VP of Land*

**(Corporate Seal)**

**BANK: BAKER & HOSTETLER LLP**

**By:** \_\_\_\_\_

**Title:** \_\_\_\_\_ *Partner*

**Approved as to form:**

**By:** \_\_\_\_\_

**City Attorney**

**Certificate Of Completion**

Envelope Id: E1B272A1ED334890A616572A2BE3F8E6

Status: Completed

Subject: Complete with DocuSign: Adler Springs - Escrow Deposit Landscape Maintenance Agreement Powder S...

Source Envelope:

Document Pages: 3

Signatures: 1

Envelope Originator:

Certificate Pages: 4

Initials: 0

Amani Clinton

AutoNav: Enabled

1375 E. 9th Street

Envelope Stamping: Disabled

Cleveland, OH 44114

Time Zone: (UTC-05:00) Eastern Time (US &amp; Canada)

IP Address: [REDACTED]

**Record Tracking**

Status: Original

Holder: Amani Clinton

Location: DocuSign

1/26/2024 1:18:26 PM

**Signer Events**

Wendy Markham

**Signature**

DocuSigned by:  
Wendy Markham  
A538E073E430422...

**Timestamp**

Sent: 1/26/2024 1:22:57 PM

Viewed: 1/26/2024 1:23:35 PM

Signed: 1/26/2024 1:23:52 PM

Partner

Security Level: Email, Account Authentication  
(None)

Signature Adoption: Pre-selected Style

Using IP Address: 47.36.1.81

**Electronic Record and Signature Disclosure:**

Accepted: 6/1/2020 5:29:00 PM

ID: 13a69429-0fb1-4c60-9b57-d254304c4130

**In Person Signer Events****Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp****Carbon Copy Events****Status****Timestamp****Witness Events****Signature****Timestamp****Notary Events****Signature****Timestamp****Envelope Summary Events****Status****Timestamps**

Envelope Sent

Hashed/Encrypted

1/26/2024 1:22:57 PM

Certified Delivered

Security Checked

1/26/2024 1:23:35 PM

Signing Complete

Security Checked

1/26/2024 1:23:52 PM

Completed

Security Checked

1/26/2024 1:23:52 PM

**Payment Events****Status****Timestamps****Electronic Record and Signature Disclosure**

## Tina Garver

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**From:** Silvermintz, Sharon <[REDACTED]>  
**Sent:** Friday, January 26, 2024 12:53 PM  
**To:** Conley, June N.; Markham, Wendy  
**Cc:** Ellington, Melita  
**Subject:** RE: Pulte Powder Springs Maintenance and performance Guarantee - Adler Springs

Arrived!

### Details

Account Number 1942086552  
Account Name Atlanta IOLTA  
Amount 99,925.50 USD Credit  
BAI Code 195  
Transaction Type INCOMING MONEY TRANSFER  
Posting Date Pending  
As of Date 01/26/2024  
Bank ID 061000227  
Additional Item Details 021000021 JPMORGAN CHASE BANK, N.A. 383 MADISON AVENUE NEW YORK  
ATLANTA GA 30323- US RFB=CAP OF 24/01/2 6 OBI=ADLER SPRINGS GUARANTEE 420 MONTGOMERY ST SAN FRANCISCO CA 94014  
AND HOSTETLER LLP UETR - DD28A5AE-A271-46DD-AF96-F8BC669933E1 0126MMQFMP2L018046  
US RFB=CAP OF 24/01/2 6 OBI=ADLER SPRINGS GUARANTEE 420 MONTGOMERY ST SAN FRANCISCO CA 94014  
UETR - DD28A5AE-A271-46DD-AF96-F8BC669933E1 240126091182 TY LIMITED PARTIAL PAYMENT  
DD28A5AE-A271-46DD-AF96-F8BC669933E1 240126091182 TY LIMITED PARTIAL PAYMENT  
SPRINGS GUARANTEE 420 MONTGOMERY ST SAN FRANCISCO CA 94014  
F8BC669933E1

Close

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**Sharon Silvermintz**  
Administrator

**BakerHostetler**  
1170 Peachtree Street | Suite 2400  
Atlanta, GA 30309-7676  
T + [REDACTED]

[REDACTED]  
bakerlaw.com

**From:** Conley, June N. <[REDACTED]>  
**Sent:** Friday, January 26, 2024 11:03 AM  
**To:** Markham, Wendy <[REDACTED]>