



**CASH BOND AGREEMENT FOR CERTIFICATE OF OCCUPANCY  
FOR DEVELOPMENTS WITH "SITE PLAN APPROVAL"**

\_\_\_\_\_ ("DEVELOPER")  
*(Bond Posted By)*

located at \_\_\_\_\_  
*(Bond Posted by Return Address, Street/City/State/Zip)*

is hereby bound to the CITY OF ANN ARBOR, MICHIGAN ("CITY") in the sum of \_\_\_\_\_  
*(Bond Amount)* herewith paid to  
the CITY for which payment DEVELOPER binds itself, its heirs, executors, administrators, successors and assigns to  
complete all paving, landscaping and site improvements as represented in the approved site plan (Planning  
Department File # \_\_\_\_\_).  
*(Planning File #)*

DEVELOPER, \_\_\_\_\_  
*(Owner)*

did on \_\_\_\_\_,  
*(Site Plan Approval Date)* receive Site Plan approval from the Ann Arbor City Council

for a(n) \_\_\_\_\_ to be  
*(Description of Project)*

constructed at \_\_\_\_\_ in the City of Ann Arbor, Michigan; and  
*(Project Address)*

DEVELOPER has applied for a Certificate of Occupancy pursuant to Chapter 98 of the Ann Arbor City Code, and has  
submitted for approval Paving, Landscaping, and Site Improvements for the above site; and

DEVELOPER, by the submission of its plans, has represented to the CITY that it will develop the land in strict  
accordance with the plans so submitted by it; and in conformance with the approved Site Plan.

THEREFORE, if the land is developed in accordance with approved Site Plan, including the installation of  
Paving, Landscaping, and Site Improvements, and \_\_\_\_\_  
*(Additional items to be bonded)*

as contemplated in the approved Site Plan by \_\_\_\_\_ [6 months is the maximum allowable, City  
*(Completion Date)* Code Section 5:134(1)], then the full amount of this Bond shall be returned to DEVELOPER at the address stated  
above; but otherwise it shall be forfeited to the CITY and may be used by the CITY to complete the installation of the  
Paving, Landscaping, and Site Improvements, and any additional items listed above in accordance with the  
approved Site Plan. Unexpended funds shall be returned to DEVELOPER after completion of the work covered by  
this bond.

In accepting this bond, the CITY does not waive any rights it may have to recover money in excess of the amount of this  
bond expended by the CITY to complete the work in accordance with the approved Site Plan. The time period of this  
agreement may be extended by the CITY upon written request by the DEVELOPER made prior to the stated completion date.  
This agreement may only be modified through a written agreement signed by both parties.

Signed this \_\_\_\_\_ day of \_\_\_\_\_,  
*(Day) (Month) (Year)*

By: \_\_\_\_\_  
Developer Signature Developer Print Name