

STATE OF GEORGIA

COUNTY OF GWINNETT

CITY OF LAWRENCEVILLE

TEMPORARY UTILITY APPLICATION AND AGREEMENT

THIS AGREEMENT, made and entered into this ____ day of _____, 2007 by and between

(hereinafter referred to as "Applicant") and the **CITY OF LAWRENCEVILLE, GEORGIA**, a municipal corporation of the State of Georgia (hereinafter referred to as "City").

1.

Applicant is the owner of the property that is the subject matter of this application and agreement and is specifically described on Exhibit "A" attached hereto and incorporated herein (hereinafter referred to as the "Property").

Applicant petitions the City for a temporary (gas or electric) _____ utility at the Property. The improvements at the Property are currently under construction pursuant to building permit no. _____ issued by the City. The construction of improvements at the Property are completed to the stage of a final inspection by the City so that a Certificate of Occupancy can be issued under the City's building code.

Applicant hereby certifies that prior to anyone occupying the improvements at the Property and prior to moving any equipment, furnishings, furniture and other personal property into the improvements at the Property, Applicant shall seek and acquire from the City a formal Certificate of Occupancy.

2.

In the interim, Applicant petitions for a temporary utility connection for the following reasons:

3.

In consideration for the temporary utility connection provided under this Agreement, Applicant is depositing with the City a cash payment in the amount of \$ _____ Dollars (\$ _____) to secure compliance with this Agreement. In the event the Applicant occupies the premises prior to obtaining an occupancy permit from the City, the City is authorized to charge the amount of _____ Dollars (\$ _____) as a penalty for failure to comply with the terms of this Agreement. In addition to the penalty set forth above, the City and Applicant hereby agree that violation of the terms of this Agreement is grounds for the City to disconnect all of the temporary utility connections and terminate service to the site until such time as the Applicant is granted a Certificate of Occupancy.

4.

In consideration of the City providing utilities pursuant to the terms of this Agreement and in consideration for the payment of the cash penalty amounts stated above, the parties agree as follows:

a) Applicant shall strictly obey the terms set forth in this Agreement and in the Application terms of paragraphs 1 through 3 above.

b) The Applicant shall indemnify and save harmless the City from and against all claims for damages to persons or property arising out of the Applicant's use or occupancy of the Property and the use of utilities pursuant to the terms of this Agreement. The Applicant shall indemnify the City for all expenses incurred as a result of this Application and Agreement including but not limited to damages caused by allowing temporary access to utility service under the terms of this Agreement prior to the final inspection and issuance of a Certificate of Occupancy. The Applicant further agrees to indemnify and hold harmless the City from any damages created by the termination of utility service to the property of the Applicant based on Applicant's breach of the terms of this Agreement.

c) Whenever in this Agreement notices are to be given to either party hereto, such notice shall be in writing and given the following address:

City of Lawrenceville
Mr. Robert P. Baroni, City Clerk
P. O. Box 2200
Lawrenceville, GA 30046

With a copy to:

Anthony O. L. Powell, City Attorney
Webb, Tanner & Powell, Mertz & Wilson LLP
P. O. Box 1390 Lawrenceville, GA 30046

Applicant:

with a copy to:

d) Within ___ days of the issuance of this Temporary Utility Agreement, Applicant shall secure a Certificate of Occupancy from the City of Lawrenceville.

5.

This Agreement constitutes the entire understanding of the parties with respect to the subject matter hereof, and any prior agreements, whether written or oral, are expressly superceded by this contract.

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

CITY OF LAWRENCEVILLE

By: _____
Rex Milsaps; Mayor

Attest: _____

Robert P. Baroni, City Clerk

APPLICANT

By: _____(SEAL)

Attest: _____

Its: _____