

**SOIL EROSION AND SEDIMENTATION CONTROL BOND**  
**CITY OF DAWSONVILLE, GEORGIA**

**KNOW            ALL            MEN            BY            THESE            PRESENTS            THAT**

\_\_\_\_\_ (as DEVELOPER, hereinafter referred to as the "Principal"), and \_\_\_\_\_ (as SURETY COMPANY, hereinafter referred to as the "Developer's Surety"), are held and firmly bound unto the City of Dawsonville, Georgia (as OWNER, hereinafter referred to as the "City"), for the use and benefit of the City for the installation and maintenance of best management practices ("BMPs") as required by all applicable federal and state laws and with all applicable City of Dawsonville ordinances including but not limited to the Subpart B Land Development Regulations (collectively referred to herein as "Code of Ordinance" in the sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_), lawful money of the United States of America, for the payment of which the Principal and the Developer's Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

**WHEREAS**, the Principal has applied, or is about to apply for permits for the installation and maintenance of BMPs for \_\_\_\_\_ (hereinafter referred to as the "Project"); and

**WHEREAS**, said Project is to be approved and/or monitored by the Director of Planning and Zoning, under the terms that a bond is required of said Principal and good and sufficient surety payable to the City of Dawsonville, and conditioned that the principal shall install and maintain BMPs at the Project in accordance with all applicable Code of Ordinance. The duration of this obligation shall be until the Principal provides the City with a copy of a written Notice of termination from the State of Georgia Environmental Protection Division regarding the State General Permit governing the Project.

**NOW THEREFORE**, the conditions of this obligation are as follows:

1. That if the Principal shall install and maintain BMPs at the Project as described above; and if the Principal and the Developer's Surety shall indemnify and hold harmless in City from any and all losses, liability and damages, claims, judgements, liens, costs of installation and maintenance of BMPs, which the City may incur, sustain or suffer by reason of the failure or default on the part of the Principal in the performance of any and all of the terms, provisions and requirements described herein, then this obligation shall be void; otherwise to remain in full force and effect;
2. In the event that the Principal shall fail to comply with any written notice of non-compliance with the Code of Ordinance issued by the City within 5 days of a violation of Subpart B Land Development Regulation
  - a. The Developer's Surety shall commence performance of obligations and undertakings under the Bond no later than thirty (30) days after written notice from the City to the Developer's Surety;
  - b. The means, method or procedure by which the Developer's Surety undertakes to perform its obligations under this Bond shall be subject to the advance written approval of the City.

The Parties further expressly agree that any action on this Bond may be brought within the time allowed by Georgia Law for suit on contracts under seal.

**IN WITNESS WHEREOF**, the Principal and Developer's Surety have hereunto affixed their corporate seals and caused this obligation to be signed by their duly authorized officers on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

{signatures on following page}

**(Name of Principal)**

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

Name; Title: \_\_\_\_\_

(SEAL)

Attest:

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

Name, Title: \_\_\_\_\_

Date: \_\_\_\_\_

**(Name of Developer’s Surety)**

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

Name, Title: \_\_\_\_\_

(SEAL)

Attest:

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

Name, Title: \_\_\_\_\_

Date: \_\_\_\_\_

**(ATTACH EXHIBIT A PLAT & SURETY’S POWER OF ATTORNEY)**