

LANDSCAPE ESTABLISHMENT BOND

Bond Number _____

WHEREAS, _____, herein called Developer/Principal, has request Augusta, GA to accept certain landscaping improvements for the subject property as meeting the requirements of the Tree Ordinance and

WHEREAS, said Developer/Principal is required to furnish a Landscape Establishment Bond securing that the installation and care of said landscaping has been made in accordance with the requirements of the Tree Ordinance and that the required landscaping is healthy and has a reasonable chance of surviving to maturity, within a Landscape Establishment Period of two years for the issuance of the Certificate of Occupancy

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS THAT:

_____, as Developer/Principal, and _____, as Surety, herein called SURETY, are held and firmly bound unto Augusta, GA, as Obligee, hereinafter called OBLIGEE, in the full and just sum of _____ (_____). For the payment whereof the Developer/Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns jointly and severally, firmly by these presents.

The conditions of this obligation are such that, whereas the said Developer/Principal, has agreed to install said landscaping improvements as herein described all in accordance with the terms, requirements, plans and specifications as approved by the Augusta-Richmond County planning Commission and pursuant to the Tree Ordinance and other applicable regulations of Augusta, Georgia, and to make good any deficiencies of defects that become apparent within a period of two (2) years from the date such improvements are suspected by Augusta, Georgia, and has further agreed to maintain such improvements installed under the authority of this Landscape Establishment Bond for a period of two (2) years from the date of acceptance of the same by Augusta, Georgia.

NOW, THEREFORE, if the said Developer/Principal shall well and truly perform in all respects, in accordance with the requirements and shall save harmless from any loss, cost or damage by reason of their failure to install as required or maintain said landscaping improvements, then this obligation to be void, otherwise to remain in full force and effect.

In the even the Developer/Principal fails to install said landscaping or use materials thereon pursuant to the requirements, plans and specifications as approved pursuant to the appropriate regulations of Augusta, Georgia, or to make good any deficiencies or defects that become apparent

before the end of said two (2) year period, then the Developer/Principal or Surety on this Landscape Establishment Bond shall pay for the correction of said deficiencies or defects in an amount not exceeding the sum specified in the Landscape Establishment Bond and in case a suit is brought upon this Landscape Establishment Bond, said Developer/Principal or Surety or both, shall also pay a reasonable attorney's fee to be fixed by the Court and Court costs.

SIGNED AND SEALED THIS _____ DAY OF _____, _____.

SIGNED SEALED AND DELIVERED IN THE PRESENCE OF:

Witness

Principal

Notary

By: _____

My Commission Expires: _____

SIGNED SEALED AND DELIVERED IN THE PRESENCE OF:

Witness

Surety

Notary

By: _____
Attorney-in-fact

My Commission Expires: _____