



EROSION AND SEDIMENT CONTROL
MAINTENANCE/PERFORMANCE BOND

Bond No. _____

KNOW ALL MEN BY THESE PRESENTS: That we _____ of _____ County, State of _____ as Principal and _____ as Surety, are held and bound unto City of Kennesaw, Georgia in the sum of \$ _____ lawful money of the United States of America, for the payment whereof well and truly to be made, we bind ourselves, our heirs, executors, successors and assigns, jointly and severally, firmly by these presents. The condition of the foregoing obligation is such that,

WHEREAS, the Principal will inspect and maintain the operational characteristics of the erosion and sedimentation control measures on the facility in accordance with the approved Development Plans, and the City of Kennesaw Erosion and Sediment Control Ordinance, as determined by the City of Kennesaw, and such that the facility complies with the requirements of the Development Regulations during the period of construction covered by said permit.

WHEREAS, the Principal shall maintain the erosion and sedimentation control Best Management Practices in accordance with the Manual for Erosion and Sediment Control in Georgia. The escape of sediment from the site shall be prevented by the installation of erosion and sediment control measures and practices prior to, and concurrent with, land-disturbing activities. If full implementation of the approved plan does not provide for effective erosion control, additional erosion and sediment control measures shall be implemented by the Principal to control or treat the sediment source.

WHEREAS, the maintenance of all soil erosion and sedimentation control measures and practices, whether temporary or permanent, shall be at all times the responsibility of the Principal.

WHEREAS, the City of Kennesaw, as Issuing Authority, has the authority to require the Principal to post a bond in the form of a government security, cash, irrevocable letter of credit or any combination thereof up to, but not exceeding \$3,000.00 per acre or fraction thereof of the proposed land-disturbing activity, prior to issuance of a permit. Said bond being provided and made available to the City of Kennesaw in the event that the Principal fails to maintain compliance with the provisions of this bond and the City of Kennesaw elects to hire a contractor to stabilize the project site and otherwise bring the site into compliance.

WHEREAS, this agreement shall be governed by the laws of the State of Georgia.

NOW, THEREFORE, if the Principal shall well and truly perform the terms and conditions of said contract, then this obligation shall be void, otherwise to remain in full force and effect. Upon failure of the Principal in the performance of the terms and conditions of said contract, then the Surety shall be liable in payment to the City of Kennesaw of a sum not to exceed \$ _____, which is calculated as \$ _____ per acre over a total of _____ acres. The bond value is to be used to cover the cost of completing the terms and conditions set forth under the contract entered by the Principal with the City of Kennesaw. The bond shall remain in full force and effect until permanent stabilization and satisfactory removal of temporary erosion control measures as determined solely by the City of Kennesaw, or 6 months from issuance of Final Certificate of Occupancy (O.C.).

SIGNED, SEALED AND DELIVERED THIS _____ day of _____, _____, in the presence of:

ATTEST:

(SEAL)

By: _____

Principal Signature

Corporate Secretary

Printed Name and Title

ATTEST:

Printed Name of Surety

(SEAL)

Corporate Surety

Signature of Attorney-in-Fact

Printed Name of Attorney-in-Fact