



**CITY OF PEACHTREE CORNERS, GEORIGIA  
SOIL EROSION & SEDIMENTATION CONTROL  
MAINTENANCE/PERFORMANCE BOND**

**Bond No.:** \_\_\_\_\_

**KNOW ALL MEN BY THESE PRESENTS**, that we \_\_\_\_\_, hereinafter called the Principal and \_\_\_\_\_, as Surety, are held and firmly bound unto the **CITY OF PEACHTREE CORNERS, GEORGIA**, hereinafter called the Obligee, in the just and full sum of \_\_\_\_\_ Dollars ( \_\_\_\_\_ ) to the payment of which, well and truly to be made, the said Principal and Surety bind themselves, their respective heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

**WHEREAS**, the said Principal has heretofore received authorization from the Obligee for development and construction of Residential and Non-Residential Development for \_\_\_\_\_;

**WHEREAS**, as a condition precedent to the approval, the Principal is required to undertake on-site and erosion control improvements, in a manner which is set forth and specified in the approval as executed by the Obligee. If full implementation of the approved plan does not provide for effective erosion control measures, additional erosion control and sedimentation measures shall be implemented by the Principal to control or treat the sediment source;

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

**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. In the event that the Principal fails to maintain compliance with the approved plan or with the requirements of the City of Peachtree Coreners Erosion and Sedimentation Ordinance the value of the bond shall be used by the City of Peachtree Corners to stabilize the site and otherwise bring the site into compliance;

**NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION** is such, that if the above bounded Principal shall well and truly keep, do and perform each and every, all and singular, the matters and things in said approval, then this obligation shall be null and void; otherwise shall remain in full force and effect. The bond shall remain in full force and effect until permanent stabilization and satisfactory removal of temporary erosion control measures has occurred, as determined by the City of Peachtree Corners Development Department or 18 months from the issuance of a Final Plat or Certificate of Occupancy.

**IT IS HEREBY UNDERSTOOD AND AGREED** that the penal sum of this bond shall not exceed the sum as stated above.

**IN WITNESS WHEREOF**, this instrument has been executed by the duly authorized representatives of the Principal and Surety.

**SIGNED, SEALED AND DATED** this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Attest:

\_\_\_\_\_  
Corporate Secretary

BY: \_\_\_\_\_ (SEAL)  
Principal

\_\_\_\_\_  
Printed Name and Title

By: \_\_\_\_\_  
Printed Surety Name

Attest:

\_\_\_\_\_  
Corporate Secretary

\_\_\_\_\_  
Signature (SEAL)

\_\_\_\_\_  
Printed Name and Title