

**MAINTENANCE/PERFORMANCE BOND**

(ATTACHEMENT "F")

Bond No. \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS: That we \_\_\_\_\_ of \_\_\_\_\_ County, State of \_\_\_\_\_ as Principal and \_\_\_\_\_ as Surety, are held and bound unto Gwinnett County, 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, said Final Plat is to be approved by the director of the Department of Planning & Development subject to ratification by the Gwinnett County Board of Commissioners, under the terms that a bond is required of said Principal and good and sufficient surety payable to Gwinnett County and conditioned that the Principal shall well and truly maintain all streets, right-of-ways, and drainage facilities shown on said Final Plat in accordance with standard requirements of Gwinnett County in force as of the date of said approval; and

WHEREAS, the Principal has entered into a Development Performance and Maintenance Agreement with Gwinnett County, dated \_\_\_\_\_, in which the Principal agrees and warrants, that as a condition precedent to approval of the plat subdividing certain property of the Principal entitled \_\_\_\_\_, all streets shown on said plat and all drainage facilities shall be maintained in accordance with the standards aforesaid for a period of \_\_\_\_\_ months; and

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 Gwinnett County of a sum not to exceed \_\_\_\_\_, for the cost of completing the terms and conditions set forth under the contract entered by the Principal with Gwinnett County.

SIGNED, SEALED & DELIVERED THIS \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

ATTEST:

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

\_\_\_\_\_  
PRINCIPAL (SEAL)

By: \_\_\_\_\_  
(SEAL)

SURETY

\_\_\_\_\_  
By: \_\_\_\_\_  
Attorney-in-Fact