

DEVELOPMENT MAINTENANCE BOND

CITY OF JOHNS CREEK, GEORGIA

KNOW ALL MEN BY THESE PRESENTS THAT _____

(as DEVELOPER, hereinafter referred to as the “Principal” located at [INSERT ADDRESS AND PHONE NUMBER]), and _____ (as SURETY COMPANY, hereinafter referred to as the “Developer’s Surety”), are held and firmly bound unto the City of Johns Creek, Georgia (as OWNER, hereinafter referred to as the “City”), for the use and benefit of the City for maintenance of Infrastructure as described below in the sum of _____ Dollars (\$_____), lawful money of the United State 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 entered, or is about to enter, into a certain written Stormwater Facilities Maintenance Agreement with the City, dated _____, which is incorporated herein by reference in its entirety (herein referred to as the “Maintenance Agreement”), and shall maintain certain Infrastructure as contemplated by that development for [INSERT DEVELOPMENT NAME] more particularly described in Exhibit A, attached hereto and incorporated herein by reference (hereinafter referred to as the “Development”); and

WHEREAS, said Development is to be approved by the City of Johns Creek Director of Community Development, under the terms that a maintenance bond is required of said Principal and good and sufficient surety payable to the City, and conditioned that the Principal shall, until the later of: 1) both: a) the City's written determination regarding the applicable bond punch list that all items of Infrastructure are complete and can be released; and b) the City's issuance to Principal of a release letter regarding this bond; or 2) 18 months after the date of the City's written acceptance of this Bond, maintain all streets, rights-of-way, landscaping, sidewalks, street lights, utilities, and drainage facilities ("Infrastructure") for said Development in accordance with all applicable federal and state laws, with the Maintenance Agreement, and with all applicable City regulations, including but not limited to the Code of Ordinance for the City of Johns Creek, Georgia, in force as of the date of said approval.

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

1. That if the Principal shall maintain the Infrastructure as described above; and if the Principal and the Developer's Surety shall indemnify and hold harmless the City from all any and all losses, liability and damages, claims, judgments, liens, costs and fees of every description, including but not limited to, any damages for costs of maintenance of Infrastructure, 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 of a failure of performance by the Principal;
 - a. The Developer's Surety shall commence performance of its obligations and undertakings under this 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 Principal and Developer's Surety agree that a failure of performance by the Principal shall occur in the event that no Certificate of Completion is issued by the City at least sixty (60) days prior to the expiration of the 18 month period after the date of the City's written acceptance of this Bond.

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 the _____ day of _____, 20____.

(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: _____