After Recording, Return To:

Kim Reilly

Forsyth County

Department of Engineering 110 East Main St.

Cumming, Georgia 30040

**PRIVATE SUBDIVISION PERFORMANCE BOND**

**AND TEMPORARY EASEMENT**

**FORSYTH COUNTY, GEORGIA**

 **KNOW ALL MEN BY THESE PRESENTS THAT** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (as DEVELOPER, hereinafter referred to as the “Principal”), and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (as SURETY COMPANY, hereinafter referred to as the “Developer’s Surety”), are held and firmly bound unto Forsyth County, Georgia (as OWNER, hereinafter referred to as the “County”), for the use and benefit of the County for construction of Infrastructure as described below in the sum of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Dollars ($\_\_\_\_\_\_\_\_\_\_), lawful money of the United States 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 indemnification and maintenance agreement with the County, dated \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, which is incorporated herein by reference in its entirety (hereinafter referred to as the “Contract”), for the construction of certain Infrastructure as contemplated by that final plat for [INSERT SUBDIVISION NAME] more particularly described in Exhibit A, attached hereto and incorporated herein by reference (hereinafter referred to as the “Final Plat”); and

**WHEREAS**, said Final Plat is to be approved by the Director of the Forsyth County Department of Engineering subject to ratification by the Forsyth County Board of Commissioners, under the terms that a performance bond is required of said Principal and good and sufficient surety payable to Forsyth County, and conditioned that the Principal shall construct all streets, rights-of-way, water lines, sewer lines, sidewalks, and drainage facilities (“Infrastructure”) shown on said Final Plat in accordance with all applicable federal and state laws and with all applicable County regulations, including but not limited to the Forsyth County Unified Development Code, as well as the Contract and the Forsyth County Construction Standards and Specifications in force as of the date of said approval and on file with and available from the Forsyth County Department of Engineering.

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

1. That if the Principal shall fully and completely construct the Infrastructure as described above; and if the Principal and the Developer’s Surety shall indemnify and hold harmless the County from any and all losses, liability and damages, claims, judgments, liens, costs and fees of every description, including but not limited to, any damages for delay and costs of construction of Infrastructure, which the County 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;
	1. 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 County to the Developer’s Surety;
	2. 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 County.
	3. The Principal grants to the Developer’s Surety and the County a temporary easement to access the Infrastructure in order to ensure performance of the above referenced obligations, to include any necessary remediation or repair of same; such easement shall commence upon the County’s provision of written notice to the Developer’s Surety pursuant to Section 2(a) above and shall terminate upon the earlier of: 1) completion of the above referenced obligations; or 2) 18 months after the County’s provision of written notice to the Developer’s Surety pursuant to Section 2(a) above.

 The term of this Bond shall expire upon the later of: 1) both: a) the County’s written determination regarding the applicable bond punchlist that all items of Infrastructure are complete and can be released; and b) the County’s issuance to Principal of a release letter regarding this bond; or 2) 18 months after the date of recording of the Final Plat. 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 or attorneys-in-fact, this \_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_.

**(Name of Principal)**

 By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Name, Title:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 (SEAL)

Attest:

By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

# Name, Title:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Notary Public

This \_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_, 2018.

 (SEAL)

**(Name of Developer’s Surety)**

#  By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Name, Title:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(SEAL)

Attest:

By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

# Name, Title:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(ATTACH EXHIBIT A PLAT & SURETY’S POWER OF ATTORNEY)