

# SOIL EROSION AND SEDIMENTATION CONTROL BOND

## 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 the installation and maintenance of best management practices (“BMPs”) as required by all applicable federal and state laws and with all applicable County regulations, including but not limited to the Forsyth County Unified Development Code and Chapter 34 of the Code of Forsyth County, Georgia (collectively referred to herein as “Applicable Regulations”), 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 applied, or is about to apply for permits for the installation and maintenance of BMPs for [INSERT PROJECT NAME/ADDRESS] (hereinafter referred to as the “Project”); and

**WHEREAS**, said Project is to be approved and/or monitored by the Director of the Forsyth County Department of Engineering, under the terms that a bond is required of said Principal and good and sufficient surety payable to the County, and conditioned that the Principal shall install and maintain BMPs at the Project in accordance with all Applicable

Regulations. The duration of this obligation shall be until the Principal provides the County with a copy of a written Notice of Termination from the State of Georgia Environmental Protection Division regarding the State General Permit governing the Project.

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

1. That if the Principal shall install and maintain BMPs at the Project 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 costs of installation and maintenance of BMPs, 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 that the Principal shall fail to comply with any written notice of non-compliance with Applicable Regulations issued by the County within 14 days of a violation of Chapter 34 of the Code of Forsyth County, Georgia;
  - 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 County 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 County.

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 this \_\_\_\_ 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: \_\_\_\_\_

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