

# **SUBDIVISION PERFORMANCE BOND**

## **CITY OF MILTON, 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 Milton, Georgia (as OWNER, hereinafter referred to as the “City”), for the use and benefit of the City 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 Development Agreement with the City, dated \_\_\_\_\_, which is incorporated herein by reference in its entirety (hereinafter referred to as the “Development Agreement”), 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 Manager of the City of Milton Department of Community Development, under the terms that a performance bond is required of said Principal and good and sufficient surety payable to City of Milton, and conditioned that the Principal shall construct all streets, rights-of-way, water lines, sewer lines, sidewalks, street lights, utilities, and drainage facilities (“Infrastructure”) shown on said Final Plat in accordance with all applicable federal and state laws, with the Development Agreement, and with all

applicable City regulations, including but not limited to the City of Milton Subdivision Regulations 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 fully and completely construct the Infrastructure as described above; and if the Principal and the Developer's Surety shall indemnify and hold harmless the City 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 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 the expiration of the 18 month period after the date of recording of the Final Plat.

The term of this Bond shall expire upon the later of: 1) both: a) the City's written

determination regarding the applicable bond punchlist 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 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: \_\_\_\_\_

**(Name of Developer's Surety)**

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

(SEAL)

Attest:

By: \_\_\_\_\_  
Name, Title: \_\_\_\_\_  
Date: \_\_\_\_\_

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