

**STORMWATER FACILITIES MAINTENANCE BOND**

KNOW ALL MEN BY THESE PRESENTS:

That we, \_\_\_\_\_,  
as Principal, and \_\_\_\_\_,  
as Surety, are held and bound unto the CITY OF GRIFFIN, GEORGIA in the penal 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 Principal is the owner of  
certain real property more particularly described in a Stormwater Facility Inspection &  
Maintenance Agreement, dated \_\_\_\_\_, 20 \_\_, which Principal is proceeding  
to develop in accordance with an approved Stormwater Management Site Plan, which  
requires construction and maintenance of facilities to detain and treat stormwater within  
the confines of the subject property. Upon completion of construction and “as-built”  
acceptance thereof by the City, Principal, its successors and assigns, have covenanted to  
adequately maintain the facilities to function as designed. “Maintenance” as used herein  
shall include all expense necessary for labor, use of equipment, supplies, materials, and  
the like, including future repair or replacement of the facilities, if damaged or destroyed,  
as ongoing obligations of property ownership.

NOW THEREFORE, if the Principal shall well and truly perform the terms and  
conditions of said Maintenance Agreement, 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 Agreement, then the Surety shall be liable in payment to the  
CITY OF GRIFFIN, GEORGIA of a sum not to exceed the amount stated above for the  
cost of completing the terms and conditions set forth under the Maintenance Agreement  
entered by its Principal with said City. This bond shall be governed by the laws of the  
State of Georgia.

SIGNED, SEALED AND DELIVERED, this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_.

Principal: \_\_\_\_\_

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

Print Name & Office:

Surety: \_\_\_\_\_

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

Its Attorney-in-Fact

(Attach Power of Attorney to Bond)