

**LAND DISTURBING ACTIVITY PERFORMANCE BOND**

BOND NO. \_\_\_\_\_

**KNOW ALL MEN BY THESE PRESENTS**, that we, the undersigned \_\_\_\_\_, as principal and \_\_\_\_\_, as surety, subject to the regulation by the State of Georgia or the Federal Government of the United States of America and licensed to do business in the State of Georgia, are held and firmly bound unto **CITY OF JOHNS CREEK, 11360 LAKEFIELD DRIVE, JOHNS CREEK, GA 30097** as obligee, in the sum of \_\_\_\_\_ **AND NO/100 DOLLARS (\$ \_\_\_\_\_)** for payment of which well and truly to be made, the said principal and the said surety bind themselves, their heirs, administrators, executors and successors and assigns, firmly by these presents.

**WHEREAS**, the principal has made application to the Director of the Community Development Department of the City of Johns Creek for a permit to perform land disturbing activities on the land described as follows:

**Project description including complete address**

; and

**WHEREAS**, as a condition precedent to the issuance of said permit, the principal is required under the Development Regulations of the City of Johns Creek, to furnish a bond to the City of Johns Creek conditioned as therein set forth;

**NOW, THEREFORE**, if the principal shall well and truly do, perform and accomplish in due time, form and manner all the terms and conditions of said permit upon the principal's part to be done, performed and accomplished, and shall indemnify the City of Johns Creek against any failure to complete or failure to perform such land disturbing activity in accordance with the permitted plans and specifications as may be permitted by the Director of the Community Development Department of the City of Johns Creek, and, further such incomplete work or work not in accordance with such permitted plans and specifications which otherwise has created hazardous conditions, or non-compliant conditions, will be corrected to eliminate hazardous conditions, or non-compliant conditions as specifically set forth and required in the Development Regulations of the City of Johns Creek, then this obligation to be void upon written notice by City of Johns Creek that Principal has complied with all the terms and conditions of said permit, otherwise to remain in full force and effect.

**IT IS UNDERSTOOD AND AGREED** that the liability of the surety shall be limited to \$ \_\_\_\_\_ **DOLLARS** and that under no circumstances shall the surety's liability under this bond exceed \$ \_\_\_\_\_ **DOLLARS.**

Except as to liability accruing prior to the effective date of cancellation, the surety's liability on this bond shall be terminated thirty (30) days after receipt by the City of Johns Creek of written notice of the Surety's intent to cancel, at which time it shall be the duty of the City of Johns Creek to release in writing such bond, and it shall be the further duty of the Contractor, as Principal, to obtain a substitute bond in lieu of this bond in the event a bond is required to remain in full force and effect pending completion or satisfactory completion of land disturbing activities contemplated to be covered under the terms of this bond.

Any person, firm or corporation injured in person or property by reason of any violation of said laws, ordinances or regulations by said principal, or by any act, default or omission constituting a breach of any of the conditions of this bond, may maintain a suit or action hereon for such injury or damage.

This bond is given pursuant to the provisions of the Development Regulations of the City of Johns Creek, Georgia.

**SIGNED, SEALED AND DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2\_\_\_\_\_**

Principal Name

**BY:** \_\_\_\_\_

**NAME & TITLE:** \_\_\_\_\_

Surety Name

**BY:** \_\_\_\_\_

**NAME & TITLE:** \_\_\_\_\_, Attorney-In-Fact