



MAINTENANCE BOND

For _____ **Subdivision**

Bond # _____

KNOW ALL MEN BY THESE PRESENTS, that Subdivider, _____, (hereinafter called the Principal), as Principal and _____, a corporation organized and existing under the laws of the State of _____, and authorized to do business in the State of Georgia, as Surety, are hereby held and firmly bound unto Cobb County, a political subdivision of the State of Georgia (hereinafter referred to as Obligee), in the just and full sum of _____ dollars (\$_____) to the payment of which sum, well and truly to be made, the said Principal and Surety bind themselves, and their respective heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into an agreement and is obligated under the terms of the Code of Cobb County for the maintenance of roads, waterlines, sewer lines, and storm drainage facilities located in the subdivision known as _____ for a period of 12 months. The obligations of the Principal pursuant to the Code of Cobb County are set forth on the attached sheet and made a part of this Bond.

NOW, THEREFORE, the condition of this obligation is such that, if the Principal shall faithfully perform the agreement and obligations under the Code of Cobb County on his part and shall fully indemnify and save harmless the Obligee from all cost and damage which the Obligee may suffer by reason of failure on Principal's part, not to exceed the penal sum of this bond, then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED, however, it shall be a condition precedent to any right of recovery hereunder that, in the event of any default on the part of the Principal, a written statement of the particular facts showing the date and nature of such default shall be given by the Obligee to the Surety within a reasonable time not to exceed 10 days from the date the Obligee becomes aware of the default and shall be forwarded by registered mail to the Surety at its office at _____.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this the _____ day of _____, 20_____.

(PRINCIPAL) (SEAL)

(SURETY) (SEAL)

Excerpt from the Cobb County Code of Ordinances:

Sec. 110-54. Maintenance bond.

A maintenance bond, letter of credit, cash bond, or other equivalent form of security as approved by the county attorney, running in favor of the county, in a minimum amount of \$5,000 or any amount equal to at least 10% of the actual construction improvement total cost, whichever is greater, shall be posted with the county by all subdividers or persons where street or other improvements are made and offered to the county for acceptance and maintenance except as noted in this section. 25% of the actual construction improvement total cost or \$5,000, whichever is greater, shall be posted with the county by all subdividers or persons where street or other improvements are made requiring bridges, box culverts, or pipes with diameters equal to or exceeding 48 inches, and offered to the county for acceptance and maintenance. The maintenance bond, cash bond, letter of credit or other equivalent form of security shall guarantee all improvements against defects in design, material and workmanship and further guarantee that all such improvements shall be maintained in first class condition for the required period and faithful performance by the subdivider or other person of all provisions of this chapter.

- (1) Any bond, except cash bond, or letter of credit or other equivalent form of approved security shall be on forms supplied by the county and shall not be terminated or otherwise allowed to expire without at least 30 days prior written notice to that effect to both the county and the subdivider or person. Such bond, cash bond, letter of credit or other equivalent form of approved security along with evidence of payment of the required premiums shall be filed with the county.
- (2) Such bond, cash bond, letter of credit or other equivalent form of security shall be posted prior to commencement of the maintenance period and following installation of the improvements and inspection and approval by the county of the method of installation. No final plat shall be approved or recorded by the county and no lots shall be sold by the subdivider until and unless a satisfactory bond is posted.
- (3) Separate bonds required by this section shall be required for each subdivision unit, phase or like entity approved by the county pursuant to this chapter.

(Ord. of 9-24-74, art. V(5.12); Ord. of 8-11-88, § 4; Ord. of 9-25-90)

Sec. 110-55. Maintenance.

The subdivider or person shall maintain all improvements in the subdivision to be dedicated to the county for a minimum of one year from the date of written notification by the county commencing the one-year maintenance period of such improvements and inspection and approval by the county of the method of installation, whichever is longer. No dedication of improvements shall be accepted by the county until the expiration of one year from such date and inspection and determination by the county at the expiration of such time that all the improvements are in first class condition and meet all county specifications and requirements under this chapter.

- (1) At the end of the maintenance period, the county may inspect the development, and shall inspect at the written request, submitted at the end of the tenth month of the maintenance period or thereafter prior to expiration of the maintenance period, by the subdivider or person. If the improvements to be dedicated are free from defects and comply with county specifications and requirements under this chapter, dedication of the improvements shall be accepted by the county for permanent maintenance by the county. The subdivider or person shall be notified in writing of the acceptance and any security shall be released.
 - (2) If upon inspection as provided in subsection (1) of this section, the county determines that work or repairs are needed in order for the improvements to meet county specifications or requirements under this chapter, the subdivider or person shall be notified in writing by the department of the deficiencies, failure to comply or violations. Thereafter, the subdivider shall have 60 days from receipt of such notification to correct such deficiencies, noncompliance or violations. If the deficiencies, noncompliance or violations are not corrected within such time, then the maintenance bond, cash bond, letter of credit or equivalent form of approved security posted by the subdivider shall be forfeited and called upon up to the cost of the repairs or the total amount of the bond. Should the amount of the bond be inadequate to pay for the cost of correcting the deficiencies, noncompliance or violations, then the subdivider shall pay any and all costs beyond bond coverage.
 - (3) The subdivider shall pay to the county for each inspection, subsequent to the initial inspection provided under subsection (1) of this section, a reinspection fee in an amount set from time to time by resolution of the board of commissioners to defray the cost of reinspection. A copy of the schedule of reinspection fees shall be maintained in the office of the clerk of the board of commissioners and in the offices of the department.
 - (4) If a period of 18 months elapses from the commencement of the maintenance period for any subdivision and defects, noncompliance or violations still exist to the extent that the subdivision has not been accepted by the county, the county is authorized to withhold the issuance of any and all permits or to refuse inspection to any subdivider or person on the project in dispute or any other project in which the subdivider or person on the project in dispute or any other project in which the subdivider or person may have a financial interest, or both, who violates or fails to comply with this chapter.
- (Ord. of 9-24-74, art. V(5.13); Ord. of 8-11-88, § 4)



SECURITY INFORMATION SHEET

Project: _____

Land Lot(s): _____ **District:** _____

Type of Security: **Maintenance:** _____ **Performance:** _____

Bond: _____ **Letter of Credit:** _____ **Escrow:** _____

Amount of Security: _____

Starting Date: _____

Security Holder: _____

Contact Person: _____

Telephone #: _____

Project Owner: _____

Contact Person: _____

Telephone #: _____

Note: If performance security, explain below what part of construction is being secured:

