



**CITY OF ROSWELL, GEORGIA**  
**SOIL EROSION & SEDIMENTATION CONTROL MAINTENANCE /PERFORMANCE CASH BOND**

KNOW ALL MEN BY THESE PRESENTS, that we \_\_\_\_\_, hereinafter Called the Principal, are held and firmly bound unto the **CITY OF ROSWELL, GEORGIA**, hereinafter called the Oblige, in the just and full sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) to the payment of which, well and truly to be made, the said Principal bind themselves, their respective heirs, administrators, executors, successors and assigns severally ,firmly by these presents.

**WHEREAS**, the said Principal has heretofore received authorization from the Oblige for development and construction of Residential and Non-Residential subdivision Development for project known as \_\_\_\_\_.

**WHEREAS**, as a condition precedent to the approval, the Principal is required to undertake on-site and erosion control improvements, in a manner which is set forth and specified in the approval as executed by the Oblige. If full implementation of the approved plan does not provide for effective erosion control measures, additional erosion control and sedimentation measures shall be implemented by the Principal to control or treat the sediment source;

**WHEREAS**, this agreement shall be governed by the laws of the state of Georgia;

**WHEREAS**, the maintenance of all soil erosion and sedimentation control measures and practices, whether, temporary or permanent, shall be at all times the responsibility of the Principal. In the event that the Principal fails to maintain compliance with the approved plan or with the requirements of the City of Roswell Erosion and Sedimentation Ordinance the cash value shall be used by the City of Roswell Engineering to stabilize the site and otherwise bring the site into compliance;

**NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION** is such, that if the above bounded Principal shall well and truly keep, do and perform each and every, all and singular, the matters and things in said approval, then this obligation shall be null and void; otherwise shall remain in full force and effect. The cash bond shall remain in full force and effect until permanent stabilization and satisfactory removal of temporary erosion control measures has occurred, as determined by the City of Roswell Engineering Division, or 18 months from the issuance of a final plat or Certificate of Occupancy.

**IT IS HEREBY UNDERSTOOD AND AGREED** that the penal sum of this cash bond shall not exceed the sum as stated above.

**IN WITNESS WHEREOF**, this instrument has been executed by the duly authorized representatives of the Principal.

**SIGNED, SEALED AND DATED** this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Attest:

BY: \_\_\_\_\_(SEAL)  
Principal

\_\_\_\_\_  
Corporate Secretary

\_\_\_\_\_  
Printed Name and Title