



CITY OF JEFFERSON PLANNING & DEVELOPMENT

147 Athens Street, Jefferson, GA 30549

Office: (706) 367-5011

www.cityofjeffersongga.com

RIGHT-OF-WAY PERFORMANCE BOND

Bond Number: _____

Permit Number: _____

IT IS AGREED THAT:

We, _____, as Principal, and _____, a corporation organized and existing under the laws of the State of _____, As Surety, are held and firmly bound unto the City of Jefferson, in the State of Georgia, as Obligee, in the full and just sum of twenty-five thousand dollars (\$25,000.00), for the payment of which, we bind ourselves, our heirs, executors and administrators, successors, agents and assigns, jointly, severally and firmly by these presents.

WHEREAS, the above principal has applied for a right-of-way permit for the following project area:
_____; and

WHEREAS, the purpose of this bond is to guarantee that the Principal will comply with conditions specific to the requested permit, erosion and sedimentation best management practices, and city code requirements. If during the course of work granted by the approved permit, damage may occur to any pre-existing property, the Principal understands it is their responsibility to repair or replace the damaged property to its pre-existing condition and to the satisfaction of City staff; and

WHEREAS, if the Principal fails to comply with the conditions specific to the requested permit, erosion and sedimentation best management practices, and/or city code requirements, the city may call the bond or any part thereof to be forfeited and may use the proceeds to hire a contractor to stabilize the site of the permitted area and bring it into compliance. In the event that damage occurs to pre-existing property and the Principal fails to return the property to its original state to the satisfaction of City staff, the city may call the bond or any part thereof to be forfeited and may use the proceeds to hire a contractor to repair or replace the damaged property to its pre-existing condition and to proper working order;

NOW, THEREFORE, if a permit is granted to the said Principal, Principal shall during the duration of said permit faithfully observe all the regulations and ordinances of said Obligee, and faithfully perform the duties required by ordinances, rules and regulations and will save and keep harmless, and indemnify and assume the defense of said Obligee, from all actions, suits, cost, damages and expenses, including Attorney's fees which shall or may at any time happen to come to it or for or on account of any injury or damage received or sustained by any person. This obligation shall remain in full force and effect until the Obligee is satisfied the Principal has fully performed to the Obligee's satisfaction.

IT IS FURTHER UNDERSTOOD AND AGREED, this bond is to apply only to said project, and that should Principal fail to complete stated project and it becomes necessary for Obligee to correct problems resulting from perform work by the Principal, proceeds up to the extent of the bond amount will be applied to any cost or expense incurred by Obligee for remediation. It is further understood this original document will be returned to Principal once all work is complete, the site is stabilized, and the Obligee is satisfied therewith.

IN WITNESS WHEREOF, the PRINCIPAL and the SURETY have hereunto affixed their names and seals this _____ day
of _____, 20_____.

Principal

Surety

By:

Authorized Representative

By:

Authorized Representative

Print Name & Title

Print Name & Title

(Attach standard signed Power of Attorney from Surety)