LAND DISTURBING ACTIVITY BOND

CITY OF MILTON, GEORGIA

KNOW ALL MEN BY THESE PRESENTS THAT _____

(as DEVELOPER, hereinafter referred to as the "Principal" located at [INSERT ADDRESS

AND PHONE NUMBER]), and _____ (as SURETY COMPANY,

hereinafter referred to as the "Developer's Surety"), are held and firmly bound unto the City of

Milton, Georgia (as OWNER, hereinafter referred to as the "City"), for the use and benefit of the

City for installation and maintenance of BMPs as described below in the sum of

_____ Dollars ($_____), lawful money of the United States of America,

for the payment of which the Principal and the Developer's Surety bind themselves, their heirs,

executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered, or is about to enter, into a certain written

Development Agreement with the City, dated _____, which is incorporated

herein by reference in its entirety (hereinafter referred to as the "Development Agreement"), for

the construction of that development for [INSERT DEVELOPMENT NAME] more particularly

described in Exhibit A, attached hereto and incorporated herein by reference (hereinafter referred

to as the "Development"); and

WHEREAS, said Development is to be approved by the Manager of the City of Milton

Department of Community Development, under the terms that a bond is required of said

Principal and good and sufficient surety payable to City of Milton, and conditioned that the

Principal shall install and maintain all erosion and storm water control measures ("BMPs") for

said Development in accordance with all applicable federal and state laws, with the Development

Agreement, and with all applicable City regulations, including but not limited to the Code of

Ordinances for the City of Milton, Georgia, in force as of the date of said approval.

NOW THEREFORE, the conditions of this obligation are as follows:

1. That if the Principal shall fully and completely install and maintain the BMPs as described above; and if the Principal and the Developer's Surety shall indemnify and hold harmless the City from any and all losses, liability and damages, claims, judgments, liens, costs and fees of every description, including but not limited to, any damages for delay and costs of installation and maintenance of BMPs, which the City may incur, sustain or suffer by reason of the failure or default on the part of the Principal in the performance of any and all of the terms, provisions and requirements described herein, then this obligation shall be void; otherwise to remain in full force and effect;

2. In the event of a failure of performance by the Principal;

   a. The Developer's Surety shall commence performance of its obligations and undertakings under this Bond no later than thirty (30) days after written notice from the City to the Developer's Surety;

   b. The means, method or procedure by which the Developer's Surety undertakes to perform its obligations under this Bond shall be subject to the advance written approval of the City.

The Principal and Developer's Surety agree that a failure of performance by the Principal shall occur in the event that the City issues to Principal an official notice to comply regarding land disturbing activities and Principal, as determined by the City in its sole discretion, fails to comply within the time specified in said notice.

The term of this Bond shall expire upon the City's issuance to Principal of a release letter

regarding this bond. The Parties further expressly agree that any action on this Bond may be

brought within the time allowed by Georgia law for suit on contracts under seal.

IN WITNESS WHEREOF, the principal and Developer's Surety have hereunto affixed

their corporate seals and caused this obligation to be signed by their duly authorized officers or

attorneys-in-fact, this _____ day of _____, 20___.

(Name of Principal)

By: _____
Name, Title:_____

(SEAL)

Attest:

By:_____
Name, Title:_____
Date: _____

(Name of Developer's Surety)

By: _____
Name, Title:_____

(SEAL)

Attest:

By:_____
Name, Title:_____
Date: _____

(ATTACH EXHIBIT A & SURETY'S POWER OF ATTORNEY)