

**CITY OF NEWNAN**  
**MAINTENANCE BOND**

Bond # \_\_\_\_\_  
Final Plat Approval Date: \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS: that

\_\_\_\_\_  
(Name of Owner/Developer)

\_\_\_\_\_  
(Address of Owner/Developer)

\_\_\_\_\_  
(Phone Number/Fax Number/Email Address)

a \_\_\_\_\_, hereinafter called Principal, and  
(Corporation, Partnership, or Individual)

\_\_\_\_\_  
(Name of Surety)

\_\_\_\_\_  
(Address of Surety)

\_\_\_\_\_  
(Phone Number/Fax Number/Email Address)

hereinafter called Surety, are held and firmly bound unto the City of Newnan, 25 Lagrange Street, Newnan, Georgia 30263 hereinafter called Owner, in the penal sum of  
\_\_\_\_\_ (\$\_\_\_\_\_)

in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal agrees to maintain for a minimum period of twenty four (24) months and shall continue to maintain until at least 80% of the development/subdivision is completed (whichever is greatest) , from the date of final plat approval, all infrastructure improvements dedicated to the City of Newnan including, but not limited to, the storm drainage system, curb and gutter, the road system (paving, base, subgrade, and shoulders), pavement markings, signage and sidewalks in accordance with all applicable City of Newnan ordinances, regulations and standards in

\_\_\_\_\_  
(Complete Name of Subdivision)

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its maintenance duties, all the undertakings, covenants, terms, conditions, and agreements of said bond during the original term thereof, and any extensions thereof which may be granted by the City of Newnan, with or without notice to the Surety, and if the Principal shall satisfy all claims and demands incurred under such bond, and shall fully indemnify and save harmless the City of Newnan from all MAINTENANCE BOND

costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the City of Newnan all outlay and expense which the City of Newnan may incur in making good any default, and the City of Newnan has provided written acknowledgement that all applicable City of Newnan ordinances, regulations, and standards have been met, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that if the Principal shall be declared by the City of Newnan to be in default in the maintenance obligations as set forth above and/or in the Subdivision Regulations of the City of Newnan, and upon written demand from the City of Newnan certifying that the Principal is in default to its obligations to maintain the required improvements, said Surety shall disperse the above stated funds to the City of Newnan within 30 days of said written notification.

IN WITNESS WHEREOF, this the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

**PRINCIPAL (SEAL)**

**ATTEST**

By \_\_\_\_\_  
(Signature)

Name \_\_\_\_\_  
(Please Print)

Title \_\_\_\_\_

\_\_\_\_\_  
By \_\_\_\_\_  
(Signature)

Name \_\_\_\_\_  
(Please Print)

Title \_\_\_\_\_

Address \_\_\_\_\_  
\_\_\_\_\_

**ATTEST:**

By \_\_\_\_\_  
(Signature)

Name \_\_\_\_\_  
(Please Print)

Title \_\_\_\_\_

**SURETY: (SEAL)**

\_\_\_\_\_  
By \_\_\_\_\_  
(Signature)

Name \_\_\_\_\_  
(Please Print)

Title \_\_\_\_\_

Address \_\_\_\_\_  
\_\_\_\_\_

NOTE: If Contractor is a Partnership, all partners should execute bond.

The power-of-attorney of the Attorney-in-Fact signing for the surety company must be attached.

IMPORTANT: Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Georgia.