

CARROLL COUNTY, GEORGIA

MAINTENANCE & WARRANTY BOND

<p>_____</p> <p>(Name of Surety)</p> <p>_____</p> <p>(Address of Surety)</p>

KNOW ALL MEN BY THESE PRESENTS: that a Corporation, hereinafter called Principal, and a Corporation of the State of _____, and a surety authorized by law to do business in the State of Georgia, hereinafter called Surety, are held and firmly bound unto

Carroll County Board of Commissioners
423 College Street, Carrollton, Georgia, 30117

hereinafter referred to as Obligee, are held and firmly bound unto said Obligee and all persons maintaining and permitting land disturbing activity hereinafter referred to, in the penal sum of _____ (not exceeding \$3000.00 per acre or fraction thereof of the proposed land disturbing activity) 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 and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such, as whereas the Principal is obligated to maintain and warrant for the minimum requirements for erosion and sedimentation control using the Manual for Erosion and Sediment Control in Georgia Best Management Practices (hereinafter referred to collectively as the "BMPs"). When the facility/construction site has undergone final stabilization and all storm water discharges from construction activities that are authorized by the NPDES General Permits have ceased or when the Owner and/or Operator of the site changes, the permittee of the facility/construction site must submit a Notice of Termination. The obligation to maintain and warrant all land disturbing activity shall remain in effect until Notice of Termination is filed and accepted with the State of Georgia, Department of Natural Resources, Environmental Protection Division. Final Stabilization means that all soil disturbing activities at the site have been completed, and that for unpaved areas and areas not covered by permanent structures and areas located outside the waste disposal limits of a landfill cell that has been certified by EPD for waste disposal, 100% of the soil surface is uniformly covered in permanent vegetation with a density of 70% or greater, or equivalent permanent stabilization measures (such as the use of rip rap, gabions, permanent mulches or geotextiles) have been used. Permanent vegetation shall consist of: planted trees, shrubs, perennial vines; a crop of perennial

vegetation appropriate for the time of year and region; or a crop of annual vegetation and a seeding of target crop perennials appropriate for the region. Final stabilization applies to each phase of construction. After filing the Notice of Termination with the Georgia Department of Natural Resources Environmental Protection Division, the applicant shall notify the Director of Community Development that all land disturbing activity is complete and request a final inspection. After the Notice of Termination is filed and the Director of Community Development approve the final inspection, the County shall either:

- a. Accept final stabilization in accordance with the Notice of Termination filed with the State of Georgia Department of Natural Resources Environmental Protection Division and release the letter of credit or;
- b. Require the applicant to provide an additional period of up to 12 months, if the BMPs are not properly maintained to the satisfaction of the Notice of Termination. In that case, the applicant, prior to the expiration of this letter of credit, shall be required to provide an additional 12 month period with a federally secured lending institution or this letter of credit will be forfeited and the proceeds shall be paid in full to the Carroll County Board of Commissioners or;
- c. Draw the letter of credit, in whole or part, and hold the proceeds if the BMPs are not properly maintained to the satisfaction of the Notice of Termination or draw the letter of credit and use the proceeds to properly maintain the BMPs using the proceeds.

NOW, THEREFORE THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal shall well, truly, fully and faithfully maintain and warrant the BMPs according to the Erosion and Sedimentation Plan approved through Carroll County as the Local Issuing Authority during the period from its issuance and any twelve month extension that may be required by the Obligee, and during the life of any land disturbing activity required to be maintained and warranted under the approved Erosion and Sedimentation Plan and shall also well and truly maintain and warrant all the undertakings, maintenance, terms, and conditions of any and all duly authorized modifications of said Erosion and Sedimentation Plan that may hereafter be made, then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED FURTHER, that said Surety to this Bond for value received, hereby stipulates and agrees that no change, extension of time, alterations, or additions to the Erosion and Sedimentation Plan or to the work to be performed thereunder the Land Disturbance Permit issued by Carroll County shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alterations, or additions to the infrastructure improvements or to the work to be performed thereunder.

PROVIDED, FURTHER, that Principal and Surety agree and represent that this bond is executed pursuant to and in accordance with the applicable provisions of the Official

Code of Georgia Annotated, as Amended, including, but not limited to, O.C.G.A. §§ 13-10-1, et seq. and §§ 36-86-101, et seq., and is intended to be and shall be construed as a bond in compliance with the requirements thereof. Notification of forfeiture or the need for an additional bond period shall be made by certified mail at least 30 days prior to the expiration of this instrument.

IN WITNESS WHEREOF, this instrument is executed in two (2) counterparts, each one of which shall be deemed and original, signed, sealed, and dated this _____ day of _____ A.D., 200_____.

ATTEST:

CARROLL COUNTY, GEORGIA

By: _____
Director, Community Development

(NAME OF PRICIPAL)

(Corporate Seal)

By: _____

(Name of Surety)

By: _____

NOTE: Date of Bond must not be prior to date of approved Erosion and Sedimentation Plan but not to exceed thirty days from date of approved Erosion and Sedimentation Plan. If Contractor is Partnership, all partners should execute Bond. Surety Companies executing Bonds must appear on the Treasury Departments most current list (Circular 570 as amended) and be authorized to transact business in the State where the Project is located.

LETTERHEAD OF BANK

IRREVOCABLE LETTER OF CREDIT NO.

DATE

Beneficiary:

Carroll County
c/o Carroll County Board of Commissioners
P. O. Box 338
423 College Street
Carrollton, Georgia 30117

Applicant:

Expiration Date:

(duration of land disturbing activity until Notice of Termination)

Amount:

Dear Sirs:

We hereby establish our Irrevocable Standby Letter of Credit, No. _____, in your favor for the account of _____, d/b/a _____ for the sum or sums not exceeding on the aggregate the amount of \$ _____, [HOW MANY DOLLARS AND NO/100 CENTS] by your draft on (named financial institution), [address, Georgia]. Drawn under this letter of Credit being accompanied by the following:

A signed statement by the Carroll County Department of Community Development demanding payment and certifying that (named applicant) d/b/a _____ in connection with the development of _____ (project name) has failed to maintain and warrant the minimum requirements for erosion and sedimentation control using the Manual for Erosion and Sediment Control in Georgia Best Management Practices (hereinafter referred to collectively as the "BMPs"), according to the approved Erosion and Sedimentation Plan approved through Carroll County as a Local Issuing Authority during the period from the issuance of this letter of credit and any twelve month extension that may be required by the County during the life of any land disturbing activity required to be maintained and warranted under the approved Erosion and Sedimentation Plan. The issuer hereby consents to any change, extension of time, alteration, or addition to the land disturbing activity, which is authorized by the County, and the issuer waives notice of any such change, extension of time, alterations, or additions to the approved Erosion and Sedimentation Plan.

When the facility/construction site has undergone final stabilization and all storm water discharges from construction activities that are authorized by the NPDES General Permits have ceased or when the Owner and/or Operator of the site changes, the permittee of the facility/construction site must submit a Notice of Termination. The obligation to maintain and warrant all land disturbing activity shall remain in effect until Notice of Termination is filed and accepted with the State of Georgia Department of Natural Resources Environmental Protection Division. Final Stabilization means that all soil disturbing activities at the site have been completed, and that for unpaved areas and areas not covered by permanent structures and areas located outside the waste disposal limits of a landfill cell that has been certified by EPD for waste

disposal, 100% of the soil surface is uniformly covered in permanent vegetation with a density of 70% or greater, or equivalent permanent stabilization measures (such as the use of rip rap, gabions, permanent mulches or geotextiles) have been used. Permanent vegetation shall consist of: planted trees, shrubs, perennial vines; a crop of perennial vegetation appropriate for the time of year and region; or a crop of annual vegetation and a seeding of target crop perennials appropriate for the region. Final stabilization applies to each phase of construction. After filing the Notice of Termination with the Georgia Department of Natural Resources Environmental Protection Division, the applicant shall notify the Director of Community Development that all land disturbing activity is complete and request a final inspection. After the Notice of Termination is filed and the Director of Community Development approve the final inspection, the County shall either:

a. Accept final stabilization in accordance with the Notice of Termination filed with the Department of Natural Resources Environmental Protection Division and release the letter of credit, or;

b. Require the applicant to provide an additional period of up to 12 months, if the BMPs are not properly maintained to the satisfaction of the Notice of Termination. In that case, the applicant, prior to the expiration of this letter of credit, shall be required to provide an additional 12 month period with a federal secured lending institution or this letter of credit will be forfeited and the proceeds shall be paid in full to the Carroll County Board of Commissioners, or;

c. Draw the letter of credit, in whole or part, and hold the proceeds if the BMPs are not properly maintained to the satisfaction of the Notice of Termination or draw the letter of credit and use the proceeds to properly maintain the BMPs using the proceeds.

The issuer agrees that all drafts drawn and negotiated in compliance with the terms of the Irrevocable Letter of Credit shall duly issue when presented at (named financial institution), [address, Georgia], on or before the expiration date of this letter. All drafts drawn must be marked "Drawn under (named Financial Institution Letter of Credit No. _____, date of letter)."

The issuer hereby agrees with the drawers, endorsers and bona fide holders of the same shall be duly honored on presentation to the drawee, delivery of documents and compliance with the terms thereof.

This letter of credit is subject to the International Standby Practices (1998 Revision), International Chamber of Commerce Publication No. 590, and engages us in accordance with its terms.

(FOR THE NAMED FINANCIAL INSTITUTION)

(SEAL)

Typed Name and Title

The above Irrevocable Letter of Credit No. _____ is issued at my request. I do hereby agree with and accept the terms and conditions held above.

Acknowledged by:

(Seal of Applicant & Typed Name)
(d/b/a typed name of entity)

Date:

STATE OF GEORGIA

CARROLL COUNTY

INDEMNIFICATION AGREEMENT

THIS AGREEMENT, made this _____ day of _____ 200__,
between _____ (Developer), hereinafter referred to as "Indemnitor," and
CARROLL COUNTY, a political subdivision of the State of Georgia, hereinafter
referred to as "Carroll County, Indemnitee."

For good and valuable consideration, receipt of which is acknowledged, it
is hereby agreed:

Section 1. Liability, Loss or Damage. Indemnitor hereby agrees to
promptly notify Carroll County of any claim or demand and indemnify Carroll
County and hold Carroll County harmless from any and all damage which Carroll
County may suffer and from any and all liability, claims, demands, attorney's fees
and cost of defense, or judgement against it, arising from the negligent increase
of flow or negligent diversion of flow of water resulting from the development of
the _____ Subdivision/Development being more particularly described as
follows:

[INSERT LEGAL DESCRIPTION HERE]

Section 2. Duration. Indemnity under this agreement shall commence
on the date of execution hereof and shall continue in full force for a period of ten
years from said commencement date.

Section 3. Requirement of Notice to Indemnitor. Carroll County agrees to notify indemnitor in writing of any claim of Carroll County for loss or damage or of any claim made against Carroll County on the obligation indemnified against.

IN WITNESS WHEREOF, the parties have executed this agreement at Carrollton, Georgia, the day and year first above written.

_____ Indemnitor

FOR CARROLL COUNTY