

TREE ESTABLISHMENT BOND

WHEREAS, _____, herein called Developer/Principal, has requested Augusta, GA to accept certain tree / landscaping improvements for the subject property as meeting the requirements of the Augusta Tree Ordinance; and

WHEREAS, said Developer/Principal is required to furnish a Tree Establishment Bond securing that the installation and care of said trees / landscaping have been made in accordance with the requirements of the Augusta Tree Ordinance and that the required trees / landscaping are healthy and have a reasonable chance of surviving to maturity, within a Tree Establishment Period of three (3) years from the issuance of the Certificate of Occupancy;

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS THAT:

_____, as Developer/Principal, hereinafter called DEVELOPER/PRINCIPAL and

_____, as Surety, hereinafter called SURETY, are held and firmly bound unto Augusta, GA, as Obligee, hereinafter called OBLIGEE, in the full and just sum of _____ Dollars (\$_____) for the payment whereof the DEVELOPER/PRINCIPAL and SURETY bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

The conditions of this obligation are such that, whereas the said DEVELOPER/PRINCIPAL has agreed to install said tree / landscaping improvements as herein described all in accordance with the terms, requirements, plans and specifications as approved by the Augusta Planning and Development Department and pursuant to the Augusta Tree Ordinance and other applicable regulations of Augusta, Georgia, and to make good any deficiencies or defects that become apparent within a period of three (3) years from the date such improvements are accepted by Augusta, Georgia, and has further agreed to maintain such improvements installed under the authority of this Tree Establishment Bond for a period of three (3) years from the date of acceptance of the same by Augusta, Georgia.

NOW THEREFORE, if the said DEVELOPER/PRINCIPAL shall well and truly perform in all respects, in strict accordance with the requirements and shall save harmless from any loss, cost or damage by reason of their failure to install as required or maintain said tree / landscaping improvements, then this obligation to be void, otherwise to remain in full force and effect.

In the event the DEVELOPER/PRINCIPAL fails to install said tree / landscaping or use materials thereon pursuant to the terms, requirements, plans and specifications as approved pursuant to the appropriate regulations of Augusta, Georgia, or to make good any deficiencies or

defects that become apparent before the end of said three (3) year period, then the DEVELOPER/PRINCIPAL or SURETY on this Tree Establishment Bond shall pay for the correction of said deficiencies or defects in an amount not exceeding the sum specified in this Tree Establishment Bond and in case a suit is brought upon this Tree Establishment Bond, said DEVELOPER/PRINCIPAL or SURETY or both, shall also pay a reasonable attorney's fee to be fixed by the Court and Court costs.

SIGNED AND SEALED THIS _____ DAY OF _____, A.D, 20_____.

BY _____ (Seal)
(Developer/Principal)

SIGNED, SEALED, AND DELIVERED
IN THE PRESENCE OF:

_____ (Witness)

_____ (Notary)

BY _____ (Seal)
(Surety)

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

_____ (Witness)

_____ (Notary)