

**SITE RESTORATION BOND**

KNOW ALL MEN BY THESE PRESENTS:           that

\_\_\_\_\_  
(Name of Contractor)

\_\_\_\_\_  
(Address of Contractor)

a \_\_\_\_\_  
(Corporation, Partnership, or Individual)

hereinafter called "Principal", and

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

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

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 the Fayette County Board of Commissioners, 140 Stonewall Avenue West, Fayetteville, Georgia 30214 hereinafter call "Obligee", in the penal sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) 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.

WHEREAS, the Principal has entered into a written agreement in connection with the operation of a communications facility located at Land Lot \_\_\_\_\_ of the \_\_\_\_\_ District, County of Fayette, State of Georgia, commonly known as

\_\_\_\_\_, \_\_\_\_\_, GA \_\_\_\_\_  
(the "Property"),

which agreement sets forth the terms and conditions which govern the use of the Property, which agreement is hereby specifically referred to and made a part hereof, with like force and effect as if herein at length set forth.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if upon termination of the agreement, the Principal removes all improvements, additions, and equipment belonging to or under control of the Principal and restores the Property to the original condition, then this obligation shall be void, otherwise to remain in full force and effect.

The total amount payable under this bond, in the aggregate, shall be the penal sum referenced above, regardless of the number of years this bond remains in force. This bond is a continuous obligation and shall remain in force until the satisfaction of the condition of the obligation referenced above or until a portion of the entirety of the penal sum is required for site restoration.

The Principal may cancel this bond at any time by giving the Obligees written notice of at least thirty (30) days prior to the effective date of the cancellation; provided, however, that a substitute Site Restoration Bond must have been obtained by the Principal with an effective date prior to the cancellation of this bond. Upon the cancellation effective date, future exposure to the Surety shall remain liable for any exposure under this bond resulting from the Principal's failure to fulfill its site restoration obligations during the time this bond was in force. Cancellation by the Principal must be accepted by the Obligees to be effective. The Obligees may terminate this bond at any time.

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 is intended to be and shall be construed as a Bond in compliance with the requirements thereof.

Effective Date of Bond: \_\_\_\_\_

Signed, sealed, and dated this \_\_\_\_\_ Day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
(Principal)

ATTEST:

\_\_\_\_\_  
(Principal Secretary)

By: \_\_\_\_\_

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Witness as to Principal)

\_\_\_\_\_  
(Address)

\_\_\_\_\_

\_\_\_\_\_  
(Surety)

ATTEST:

\_\_\_\_\_  
(Attorney-in-Fact)

By: \_\_\_\_\_  
(Attorney-in-Fact) and Resident Agent

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Witness as to Surety)

\_\_\_\_\_  
(Address)

\_\_\_\_\_

NOTE: Date of Bond must not be prior to date of Contract. If Contractor is Partnership, all partners should execute Bond.

IMPORTANT: Surety companies executing Bonds must appear on the Treasury Department's most current list (circular 470 as amended) and be authorized to transact business in the state where the Project is located.