

BOND # \_\_\_\_\_

**EROSION AND SEDIMENT CONTROL PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS, that we, \_\_\_\_\_ as Principal, and \_\_\_\_\_ a corporation duly authorized as a Surety company to transact business in the Commonwealth of Virginia, as Surety, are held and firmly bound unto the County of Chesterfield, Virginia, a political subdivision of the Commonwealth of Virginia, as Obligee, in the sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) in lawful money of the United States, for the payment of which sum, well and truly to be made, we, the Principal and Surety, unconditionally bind ourselves and our heirs, executors, administrators, successors and assigns jointly and severally firmly by these presents:

WHEREAS, the Principal desires to engage in land disturbing activity in accordance with the terms of Chapter 8 of the Code of Chesterfield County, 1997, as amended, on property owned by \_\_\_\_\_ and described as \_\_\_\_\_.

AND WHEREAS, the Principal has submitted to the Environmental Engineer of Chesterfield County for approval an Erosion and Sediment Control Plan prepared by \_\_\_\_\_, dated \_\_\_\_\_, and any further revisions to the plans whether made before or after the date of this bond, for land disturbing activity on the above-described property (the "Plan").

NOW, THEREFORE, the condition of this obligation is such that if the Environmental Engineer approves the Plan, and any revisions to the Plan, and if the Principal within the time specified and in accordance with the Plan and any revisions and in accordance with the County Code, shall faithfully perform each and every conservation activity required by the County Code, and specified in the Plan and any revision thereof, then the above obligation shall be void. Otherwise, it shall be and remain in full force and effect.

Whenever the Principal shall fail, and be declared by the Obligee to have failed to perform the required conservation activities, the Surety shall cure the failure in one of the following two ways, it being the sole option of the Obligee to choose the manner in which the failure is cured:

- (1) The Surety, upon demand by the Obligee, may promptly remedy default; or
- (2) The Obligee, after five days written notice to the Surety, or without notice to the Surety in case of emergency, may perform or arrange for performance of the Principal's obligations, and the Surety shall reimburse the Obligee the actual cost

of such performance but in no event shall the aggregate liability of the Surety exceed the amount of this bond.

This bond shall terminate at the expiration of sixty (60) days from the date of receipt of written notice by the Surety from the Environmental Engineer of completion of the land disturbing activity; however, such termination shall not discharge the Surety from any liability previously accrued pursuant to this bond.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Plan shall in any way affect its obligation on this bond and the Surety hereby waives notice of any such change, extension of time, alteration or addition to the terms of the Plan

IN WITNESS WHEREOF, the Principal and the Surety have hereunto affixed their names and seals this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**PRINCIPAL:**

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

Title: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Phone: \_\_\_\_\_

**ACKNOWLEDGEMENT FOR PRINCIPAL**

State of: \_\_\_\_\_

County/City of: \_\_\_\_\_, to wit:

I, \_\_\_\_\_, a Notary Public in and for the County/City and State aforesaid, do certify that \_\_\_\_\_ whose name is signed to the foregoing bond, personally appeared before me in my County/City and State aforesaid and acknowledged the same to be his act and deed.

My commission expires: \_\_\_\_\_.

Given under my hand and seal this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Notary Registration Number

**SURETY:**

\_\_\_\_\_

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

Title: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Phone: \_\_\_\_\_

**ACKNOWLEDGEMENT FOR SURETY**

State of: \_\_\_\_\_

County/City of: \_\_\_\_\_, to wit:

I, \_\_\_\_\_, a Notary Public in and for the County/City and State aforesaid, do certify that \_\_\_\_\_ whose name is signed to the foregoing bond, personally appeared before me in my County/City and State aforesaid and acknowledged the same to be his act and deed.

My commission expires \_\_\_\_\_.

Given under my hand and seal this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Notary Registration Number