

**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 Powhatan, 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 42 of the Code of Powhatan County, 1996, as amended, on property owned by  
\_\_\_\_\_ and described as  
\_\_\_\_\_.

**AND WHEREAS**, the Principal has submitted to the Planning Director of Powhatan  
County for approval an Erosion and Sediment Control Plan prepared by \_\_\_\_\_  
\_\_\_\_\_, dated \_\_\_\_\_, for land disturbing activity on the  
above described property.

**NOW THEREFORE**, the condition of this obligation is such that if granted by the Planning  
Director for the above-described Erosion and Sediment Control Plan together with any revisions  
thereof and if the Principal within the time specified and in accordance with the said Erosion and  
Sediment Control Plan and any revisions thereof and with the said Chapter of the County Code shall  
faithfully perform each and every activity required by the Plan and the Code of Powhatan County 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 activities:

- (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 Principal's obligations, and the Surety shall reimburse the Obligee the actual costs 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 by the Planning Director of written notice from the Principal of completion of the land disturbing activity; however, such termination shall not discharge the Surety from any liability previously accrued pursuant to this bond. Notwithstanding the notice of completion referred to above, the Surety shall remain liable for any conditions noted by the Planning Director in writing prior to the expiration of the sixty-day period referred to above.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the said Erosion and Sediment Control Plan pursuant to Chapter 42 of the Code of Powhatan County shall in any way affect its obligation on this bond and the Surety hereby waives notice of any such changes, extension of time, alteration or addition to the terms of the said Erosion and Sediment Control Plan.

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

PRINCIPAL:

BY: \_\_\_\_\_  
\_\_\_\_\_

APPROVED AS TO FORM:

SURETY:

\_\_\_\_\_  
County Attorney

BY: \_\_\_\_\_  
\_\_\_\_\_

RESIDENT VIRGINIA AGENT

\_\_\_\_\_

**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 the County/City and State aforesaid and  
acknowledged the same to his/her act and deed.

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

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

\_\_\_\_\_  
Commission Expiration

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

**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 the County/City and State aforesaid and  
acknowledged the same to his/her act and deed.

Given under my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 200 \_\_\_\_\_.

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

\_\_\_\_\_  
Commission Expiration

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