

COUNTY OF YORK

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 York, Virginia, ("the County") as Obligee, in the sum of _____ dollars (\$_____) in lawful money of the United States, for the payment of which sum, well and truly 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 10 of the York County Code as shown on the plans entitled _____ made by _____, dated _____, and approved by York County on _____; and

WHEREAS, the Principal and the County have executed an Erosion and Sediment Control Development Agreement dated _____, for the above described land disturbing activity, a copy of which is made a part of this performance bond by reference;

NOW, THEREFORE, the condition of this obligation is such that if the Principal within the time specified and in accordance with the said Agreement shall faithfully perform required erosion and sediment control activities, then the above obligation shall be void; otherwise, it shall remain in full force and effect.

Whenever Principal shall fail, and be declared by the Obligee to have failed to perform in accordance with the Agreement:

- (1) Surety upon demand of Obligee shall promptly remedy the default, or
(2) Obligee after reasonable notice to Surety, or without notice to Surety in case of emergency, may arrange for performance of Principal's obligations and Surety shall reimburse Obligee such reasonable costs, but in no event shall the aggregate liability of Surety exceed the amount of this bond.

The said Surety, for value received hereby stipulates and agrees that no change, extension of time, situation or addition to the form of the said Agreement or of any permit issued pursuant to the Agreement shall in anywise affect its obligation on this bond and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the said Agreement and permit.

IN WITNESS WHEREOF, said Principal and Surety have hereunto affixed their names and seals this _____ day of _____, 20____.

Principal

By _____
(Title)

Surety

By _____
Attorney-in-Fact