

COUNTY OF YORK
STORMWATER DEVELOPMENT AGREEMENT
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 Oblige, 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 development requiring a stormwater
management plan in accordance with the terms of Chapter 23.3 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 a Stormwater Development Agreement
dated _____ (the Agreement), for the above development 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 install required stormwater
management infrastructure, 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 Oblige to have failed to perform in
accordance with the Agreement:

- (1) Surety upon demand of Oblige shall promptly remedy the default, or
- (2) Oblige 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 Oblige
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