

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 **Goochland County, 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 5 of the Goochland County Code of Ordinances, as amended, on property owned by _____, located at (Tax Map Nos.) _____, and related to (Project Name and Permit No.) _____; and

WHEREAS, the Principal has submitted to the Department of Community Development of Goochland County for approval an Erosion and Sediment Control Plan prepared by _____, dated _____, including any revisions approved by the County, for land disturbing activity on the above described property (the "Plan").

NOW, THEREFORE, the condition of this obligation is such that if the Department of Community Development 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 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 activities in accordance with the aforesaid standards:

- (1) The Surety, upon demand by the Obligee, shall promptly remedy said default; or
- (2) The Obligee, after five (5) 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 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 of written notice by the Surety from the Department of Community Development of completion of the land disturbing activity. Otherwise, this bond may not expire or be cancelled by Surety until and unless Surety gives the Obligee sixty (60) days written notice by registered mail. Such cancellation or expiration shall not affect any liability the Surety may have or incurred under this bond prior to the effective date of the termination. Changes required in the bond can be accomplished by a change rider issued by the Surety.

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. Principal recognizes its continuing obligation to maintain in full force, and effect a bond guaranteeing its performance of its obligations in accordance with the County Code and the Plan, notwithstanding the expiration or cancellation of this bond by Surety.

[Signatures Commence on Following Page]

IN WITNESS WHEREOF, the Principal has hereunto affixed their names and seals this ____ day of _____, 20__.

PRINCIPAL

By: _____(SEAL)

Name: _____

Title: _____

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: _____.

Notary Registration Number: _____.

Given under my hand and seal this ____ day of _____, 20__.

Notary Public

IN WITNESS WHEREOF, the Surety has hereunto affixed their names and seals
this ____ day of _____, 20__.

SURETY:

By: _____ (SEAL)

Name: _____

Title: _____

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: _____.

Notary Registration Number: _____.

Given under my hand and seal this ____ day of _____, 20__.

Notary Public

RESIDENT VIRGINIA AGENT

Signature: _____

Print Name: _____

Address: _____

Telephone Number: _____

APPROVED AS TO FORM:

Goochland County Attorney