

EROSION AND SEDIMENT CONTROL ORDINANCE

**PERFORMANCE BOND
WITH CORPORATE SURETY**

COUNTY OF KING AND QUEEN, VIRGINIA

WE, _____, a Virginia Corporation, Partnership, or Individual [circle one] of King and Queen County, Virginia (hereinafter referred to as "OWNER") and _____ of _____ [city and state], a Corporation authorized to transact business in the Commonwealth of Virginia (hereinafter referred to as "SURETY"), are held bound firmly unto the County of King and Queen, Virginia (hereinafter referred to as "OBLIGEE"), in the sum of _____ and ____/100 Dollars (\$____.____), the payment of which the OWNER and SURETY bind themselves, their respective heirs, executors, administrators, successors, and assigns, both jointly and severally;

WHEREAS, the OWNER requests approval of a land disturbance permit (E&S-_____) under the provisions of Chapter 5, Title II of the Code of King and Queen County, Virginia, known as the Erosion and Sediment Control Ordinance, under which the OWNER has agreed to accept responsibility for properly implementing and carrying out the Erosion and Sediment Control Plan entitled _____, drawn by _____, dated _____, and revised _____. The erosion and sediment control measures described in this erosion and sediment control plan shall be located on the property described below:

- (1) _____ acres in the _____ Magisterial District, King and Queen County, Virginia;
- (2) King and Queen County Tax Map No. _____;
- (3) Name of the Project: _____.

NOW, THEREFORE, the condition of this obligation is such that the OWNER in all respects shall comply with the Erosion and Sediment Control Plan identified above, as well as the provisions of the Erosion and Sediment Control Ordinance of King and Queen County Code, the standards and specifications of the Virginia Erosion and Sediment Control Handbook (1992), and amendments thereto. It further is a condition of this obligation that the OWNER will indemnify fully and hold harmless the OBLIGEE from all costs and damages which the OWNER may suffer by reason of the OWNER's failure to comply with all of the conditions of this Bond and said Ordinance. If the obligations are satisfied completely in all respects, then this Bond shall become void, and the cash escrow or the unexpended or unobligated portion shall be returned to the OWNER within sixty (60) days of the final site inspection by County staff verifying satisfactory stabilization of said site. Otherwise, this Bond shall remain in full force and effect. A violation of any particular condition of this Bond shall be deemed to be a breach of the obligation of the OWNER.

FURTHER, in the event of default, the OWNER shall be responsible and must repay the OBLIGEE all costs and expenses, including attorney's fees, which the OBLIGEE may incur in the prosecution of any legal proceeding against the OWNER.

IN WITNESS WHEREOF, the OWNER and SURETY have caused their respective names to be subscribed hereto on this _____ day of _____, 20____.

ATTEST:

OWNER: _____ *(Name Printed or Typed)*

_____*(Title)*
_____*(Signature)*

SURETY: _____ *(Name Printed or Typed)*

_____*(Title)*
_____*(Signature)*

OBLIGEE: _____ *(Name Printed or Typed)*
Zoning Administrator of King and Queen County *(Title)*
_____*(Signature)*