

EROSION AND SEDIMENT CONTROL AND/OR STORMWATER MANAGEMENT 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 City of Virginia Beach, a municipal corporation under the laws of the Commonwealth of Virginia, as Oblige, 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 Section 30-56 et. seq., and Appendix D of the Code of the City of Virginia Beach property owned by _____ and described as _____ acres as shown on the plans entitled _____ made by _____ and dated _____;

AND WHEREAS, the Principal has submitted to the Planning Department/Development Services Center of the City of Virginia Beach for approval an Erosion and Sediment Control and/or Stormwater Management Plan for the above described land disturbing activity, a copy of which is hereby attached and made a part of this performance bond;

NOW THEREFORE, the condition of this obligation is such that if approval is granted by the Planning Department/Development Services Center for the above described and attached Erosion and Sediment Control and/or Stormwater Management Plan and if the Principal within the time specified and in accordance with the said Erosion and Sediment Control and/or Stormwater Management Plan and with the said Sections of the City Code shall faithfully perform required conservation activities, then the above obligation shall be void; otherwise, it shall be and remain in full force and effect.

Whenever Principal shall fail, and be declared by the Oblige to have failed to perform required conservation activities;

- (1) Surety upon demand of Oblige may promptly remedy the default.
- (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.

This bond shall terminate at the expiration of sixty (60) days from the date of receipt of notice by the City of Virginia Beach from the Principal of completion of the land disturbing activity; however, such termination shall not discharge said Surety from any liability already accrued under this obligation.

The said 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 and/or Stormwater Management Plan pursuant to Section 30-56, et. seq., of the Code of the City of Virginia Beach shall in any way 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 Erosion and Sediment Control and/or Stormwater Management Plan.

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

Bond # _____

Principal

By:

Secretary

President

By:

COUNTERSIGNED BY:

Address:

Surety

Licensed Resident Agent

By:

Attorney-in-Fact