

CITY OF WILLIAMSBURG

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 City of
Williamsburg, 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 items of Chapter 7, et seq. of the Code of the City of Williamsburg
on property owned by _____ and
described as _____ acres as shown on the site plan entitled _____
made by _____ and dated _____

AND WHEREAS, The Principal has submitted to the Erosion and Sedimentation
Control Administrator of the City of Williamsburg for approval an Erosion and Sediment
Control Plan for the above described and 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 Erosion and Sedimentation Control Administrator and if the Principal
within the time specified and in accordance with the said Erosion and Sediment Control
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, The 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.

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This bond shall terminate at the expiration of sixty 60 days from the date of receipt of notice by the City 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 Plan pursuant to Chapter 7 of the Code of the City of Williamsburg shall in anyway 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 Plan.

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

Principal

Secretary

By _____
President

Surety

By _____
Attorney-in-fact

COUNTERSIGNED BY

Licensed Resident Agent

