

Bond No \_\_\_\_\_

Sand and Gravel Bond Form

Know all men by these presents that we, \_\_\_\_\_ ,  
**Principal** and \_\_\_\_\_, a corporation duly incorporated  
under the laws of the state of \_\_\_\_\_, **Surety**, are held and firmly  
bound unto the County of Henrico, Virginia in the full and just sum of  
\_\_\_\_\_, current money of the United  
States, and we hereby bind ourselves and each of us, and each of our heirs, executors,  
administrators, successors and assigns, jointly and severally, to payment whereof, sealed with  
our seals this \_\_\_\_\_ day of \_\_\_\_\_.

Whereas, the **Principal** desires to extract materials from the earth at the property known as  
\_\_\_\_\_, designated as Parcel \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_  
on the records of the Assessment Office of the Henrico County Finance Department; and

Whereas, the **Principal** desires to obtain from the Board of Zoning Appeals a conditional use  
permit pursuant to the terms of Chapter 24 of the County Code and any amendments thereto, and  
in order to obtain said conditional use permit, said **Principal** must have complied with all of the  
terms and provisions of said ordinance.

Now, therefore, the condition of this obligation is such that if the **Principal** shall well and truly  
perform and fulfill all of the terms of Chapter 24 of the County Code, as amended, and shall well  
and truly perform and fulfill all of the conditions imposed upon **Principal** by the Board of  
Zoning Appeals at a meeting of said Board held \_\_\_\_\_,  
a copy of said conditions being hereunto attached, and any extension thereof that may be granted  
by said Board, with or without notice to the **Surety**, then this obligation shall be void, otherwise  
it shall remain in full force and effect.

The **Surety** shall have the right to terminate its obligation hereunder by giving to the **Principal** and to the County of Henrico a notice in writing ninety days in advance of such termination, provided such notice to terminate is served upon the **Principal** and upon the County of Henrico in the manner prescribed by law for the service of notice. This provision, however, shall not operate to relieve, release or discharge the **Surety** from any liability already accrued or which accrue before the expiration of the ninety-day period, and the **Surety** shall remain fully bound unto the County of Henrico under the conditions imposed upon the **Principal** by the Board of Zoning Appeals relating to such termination by the **Surety**.

In witness whereof, the **Principal** has caused its name to be subscribed hereto and its corporate seal to be hereto affixed and attested, and the **Surety** has caused its name to be subscribed hereto and its corporate seal to be hereto affixed and attested the day and year first above written.

By: \_\_\_\_\_

Principal

Attest:

\_\_\_\_\_

By: \_\_\_\_\_

Surety

Countersigned:

\_\_\_\_\_

By: \_\_\_\_\_

Attorney-in-fact