

KNOW ALL MEN BY THESE PRESENTS: That we \_\_\_\_\_, PRINCIPAL and \_\_\_\_\_, SURETY are held and firmly bound unto the County of Shenandoah, Virginia, OBLIGEE, a political subdivision of the Commonwealth of Virginia, in the penal sum of \_\_\_\_\_ Dollars, ( \_\_\_\_\_ ), for the payment to the OBLIGEE, and PRINCIPAL binds itself and its successors and assigns, and the SURETY binds itself, its successors and assigns severally and jointly by these presents and do each hereby waive our homestead exemption as to this debt and obligation.

Witness and sealed with the seals of the parties hereto and dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

WHEREAS, the PRINCIPAL desires to have approved a land disturbance permit from Shenandoah County, Virginia, permit number \_\_\_\_\_, for the \_\_\_\_\_ project, pursuant to the terms of the Code of the County of Shenandoah, Virginia (and any amendment hereto) and in order to have said plan approved, PRINCIPAL must have complied with all of the terms and provision of said Code.

NOW, THEREFORE, the condition of this obligation is such that if the PRINCIPAL shall well and truly perform and fulfill the following obligations of the said Code of the County of Shenandoah, Virginia, including the following:

1. The satisfactory construction of and maintenance of all required Erosion & Sediment Control measures, including but not limited to silt fence, sediment traps/basins, detention ponds, construction entrances, culverts, drainage swales and ditches, channel linings, etc. In addition, the stabilization of all denuded areas;
2. An as-built plan has been approved by Shenandoah County that shows stormwater conveyance channels, ponds, and other facilities have been installed according to the approved plan;

as specified by the Director of Planning and Zoning and such obligations shall be satisfied on or before the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, unless an extension thereof is granted by the Director of Planning and Code Enforcement, with or without notice to the SURETY.

In the event Principal fails to satisfy the above-described obligation, the Surety, upon demand by County, shall promptly remedy or cause to be remedied such failure. Should the Surety fail to remedy the Principal's failure, County may, after five days written notice to Surety, perform or arrange for the performance of the Principal's obligations, or take appropriate legal action to compel performance of the Principal's obligations, and Surety shall promptly reimburse County for all costs and expenses, including reasonable attorneys fees, incurred in such actions, provided, however, that in no event will the liability of the Surety exceed the face amount of this bond.

The obligations hereunder shall be terminated upon the Director of Planning and Zoning or authorized representative of the Board of Supervisors giving release to PRINCIPAL stating that they have satisfactorily performed and fulfilled the obligations and requirements of the subject subdivision and until such notice is given, this obligation shall remain in full force and effect.

Attest: \_\_\_\_\_

PRINCIPAL:

SURETY:

\_\_\_\_\_  
Authorized Signature (SEAL)

\_\_\_\_\_  
Authorized Signature (SEAL)

\_\_\_\_\_  
Typed or Printed Name

\_\_\_\_\_  
Typed or Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title