



EROSION AND SEDIMENT CONTROL BOND FORM

Know all men by these presents, that we, _____ (name), hereinafter referred to as "Principal", and _____ (surety name), a corporation duly authorized as a Surety company to transact business in the Commonwealth of Virginia, hereinafter referred to as "Surety", hereto recite and declare that this Bond No: _____, executed on _____ (month, day, year) and:

1. We are held and firmly bound to Board of Supervisors of Roanoke County, Virginia, a political subdivision of the Commonwealth of Virginia, (hereinafter called the "Obligee" or the "County"), in the sum of \$_____ in good and lawful money of the United States of America, to be paid to the County, its successors or assigns, for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by this bond, and we hereby waive the benefits of our homestead exemptions as to this obligation.

2. The condition of this Bond is that if the Principal shall in every respect perform all of its obligations under the "Agreement" dated _____ (month, day, year), between _____ (name), Principal, and the County for the project known as: _____, (collectively the "Project") upon a certain tract of land in Roanoke County, more particularly described as follows:

NAME OF PROJECT: _____

PROJECT NUMBER: _____

PREPARER OF PLAN: _____

PLAN DATE: _____

RECORD OWNER(S) OF LAND: _____

with a completion date of _____ (month, day, next year) which will be one year from the date of this Agreement and is incorporated herein by reference, then this Bond shall be void; otherwise, the Bond shall continuously remain in full force and effect until discharged in accordance with its terms.

3. The condition of the above obligation is such that the Principal shall in every respect perform all of its obligations under the Agreement is for certain improvements and other measures relating to the control of erosion and sedimentation from land disturbing activities; which said plans and specifications were submitted pursuant to Chapter 8.1 of the Erosion and Sediment Control Ordinance of Roanoke County, Virginia, and which are attached hereto and incorporated herein by reference.

4. If, in the sole judgment of the County, the Principal has completed the land disturbing activities and the improvements and measures in accordance with the plans and specifications, set forth in the Agreement, including payment of all lawful claims of contractors, subcontractors, materials and laborers for all labor performed and materials furnished in the completion of the said improvements by _____ (month, day, next year), which is one year from the date of the Agreement, then this obligation shall be void otherwise the same shall remain in full force and effect; provided that if, at any time during the term hereof, in the sole judgment of the County, the Principal shall commit and/or suffer or permit the commission or existence of any act, omission, or condition which shall constitute a violation of the Roanoke County Erosion and Sediment Control Ordinance, including any failure to comply with the plans and specifications as aforesaid in accordance with the 1992 Virginia Erosion and Sediment Control Handbook, and shall fail to abate such violation after written notification as stipulated in the executed Erosion and Sediment Control Agreement, then all or such part of their obligation as may be required, including the security, shall be immediately payable to the County of Roanoke for purposes of abating such violation; and provided further that no payment made under the authority of the preceding proviso shall in any way affect, impair, or diminish the obligation of the Principal to complete and perform the improvements and measures hereinabove described in a certain written agreement executed by the Principal.

It shall be the duty of the Principal to notify the Surety of any revisions to the plans, and specifications under the Agreement and:

- (A) Surety expressly waives any right to receive, notice, review or approve any revisions to the plans and specifications referred to in the Agreement. No such revision or alteration in the work required to meet County or State standards shall in any way affect the obligation of the Surety.
- (B) The said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the plans and specification aforesaid shall in any way affect its obligation on this bond

IN WITNESS whereof, the said _____ (Principal)
and _____ (Surety) have caused this instrument
to be executed and sealed by their respective duly authorized officers this _____ day of
_____, _____ (month, year).

PRINCIPAL

Type of Organization _____ Legal Name of Organization: _____

State of Incorporation _____ Address _____

Address _____

Authorized Signature(s):

By _____ (SEAL) By: _____ (SEAL)

Type Name and Organization Title _____ Type Name and Organization Title _____

ACKNOWLEDGEMENT OF PRINCIPAL

State of _____

County/City of _____

I, _____, Notary Public in and for the State and County/City
aforesaid, do hereby certify that _____, whose name is
signed to the foregoing bond, this day personally appeared before me in my State and
County/City aforesaid and acknowledged the same.

Given under my hand this _____ day of _____, _____.

My commission expires: _____

Notary Public

CORPORATE SURETY

Type of Organization

Legal Name of Organization

Liability Limit

Authorized Signature(s):

By: _____ (SEAL)

Type Name and Title

Surety: _____

Bond No.: _____

Local Insurance Company: _____

Local Insurance Contact Name: _____

Local Insurance Email: _____

Local Insurance Address: _____

ACKNOWLEDGEMENT OF CORPORATE SURETY

State of _____

County/City of _____

I, _____, Notary Public in and for the State and County/City aforesaid, do hereby certify that _____, whose name is signed to the foregoing bond, this day personally appeared before me in my State and County/City aforesaid and acknowledged the same.

Given under my hand this _____ day of _____, _____

Notary Public: _____ My commission expires: _____

Notary Public Printed Name: _____

Accepted:

BOARD OF SUPERVISORS OF ROANOKE
COUNTY, VIRGINIA

Approved as to the Amount of the Bond:

Approved as to Form:

Tarek Moneir,
Director of Development Services

Erosion Bond – Revised August, 2020

County Attorney's Office

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