

BOND # _____

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 County of Prince George, Virginia, a political subdivision of the Commonwealth of Virginia,
as Obligee, 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 the Code of Prince George County, 2005, as amended, on property owned by

_____ and described as (Description or "Plan" Title) _____

AND WHEREAS, the Principal has submitted to the County of Prince George for approval an
Erosion and Sediment Control Plan prepared by _____, dated _____,
and submitted to Prince George County on _____ for land disturbing activity on the
above described property (the "Plan").

NOW, THEREFORE, the condition of this obligation is such that if the County of Prince
George approves the Plan, and any revisions to the Plan, and if the Principal within the time specified
and in accordance with the Plan and any revisions and in accordance with the County Code, shall
faithfully perform each and every conservation activity required by the County Code and specified in
the Plan and any revision thereof, 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 Obligee to have failed to perform the
required conservation activities:

- (1) The Surety, upon demand by the Obligee, may promptly remedy default; or
- (2) The Obligee, after five days written notice to the Surety, or without notice to the
surety in case of emergency, may perform or arrange for performance of the

Principal's obligations, and the Surety shall reimburse the Obligee the actual costs of such performance but in no event shall the aggregate liability of the Surety exceed the amount of this bond.

This bond shall terminate at the expiration of sixty (60) days from the date of receipt of written notice by the Surety from the Prince George County Planning Department of completion of the land disturbing activity; however, such termination shall not discharge the Surety from any liability previously accrued pursuant to this bond.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Plan shall in any way affect its obligation on this bond and the Surety hereby waives notice of any such change, extension of time, alteration or addition to the terms of the Plan.

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

PRINCIPAL

By: _____
Title: _____
Address: _____

SURETY:

By: _____
Address: _____

RESIDENT VIRGINIA AGENT (if out of state Surety Company)

Address: _____

ACKNOWLEDGEMENT FOR PRINCIPAL

State of _____

County/City of _____, to wit:

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

My commission expires _____.

Given under my hand and seal this ____ day of _____, 20____.

Notary Public

ACKNOWLEDGEMENT FOR SURETY

State of _____

County/City of _____, to wit:

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

My commission expires _____.

Given under my hand and seal this ____ day of _____, 20____.

Notary Public