

**PERFORMANCE AND LAND DISTURBING ACTIVITY BOND**

KNOW ALL MEN BY THESE PRESENTS, that we, \_\_\_\_\_

\_\_\_\_\_

hereinafter referred to as the principal, and \_\_\_\_\_

\_\_\_\_\_

hereinafter referred to as surety, are held firmly bound unto the CITY OF HARRISONBURG, a Virginia municipal corporation, in the sum of \_\_\_\_\_

\_\_\_\_\_ Dollars

(\$ \_\_\_\_\_), good and lawful money of the United States, to

be paid to the said CITY OF HARRISONBURG, for which payment well and truly to be made we do bind ourselves, jointly and severally, firmly by these presents.

WHEREAS, the said principal has proposed to undertake the construction of a project, involving building of streets and installation and maintenance of utilities (water, sewer, etc.) along with other land disturbing activity upon a certain tract of land located at \_\_\_\_\_,

situated in the City of Harrisonburg, Virginia and has caused to be made a site plan along with an erosion and sediment control plan, which plans are entitled, \_\_\_\_\_

\_\_\_\_\_

and prepared by \_\_\_\_\_

Originally approved by the City of Harrisonburg on \_\_\_\_\_, 20\_\_\_\_.

WHEREAS, as a prerequisite and consideration for the official approval and acceptance of the site development plan, the erosion and sediment control plan and the issuance of a land disturbing permit, and any other construction permits, the said principal has agreed with the CITY OF HARRISONBURG, to construct, install and provide public improvements (streets, utilities, etc.) including certain erosion and sediment control measures on, in and upon the land embraced within the aforesaid tract of land, which said public improvements and erosion and sediment control measures are more fully set out and described in the above-referenced plans.

WHEREAS, the said principal has agreed and undertaken to provide, install and complete all of the above mentioned public improvements and/or erosion and sediment

control measures within \_\_\_\_\_ months from the date of the aforesaid written agreement.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the said principal shall perform its obligations and agreements fully and satisfactorily as set forth in the aforesaid written agreement, and shall complete all public improvements and all erosion and sediment control measures within the time and in the manner therein specified and required, then this obligation is to be void, otherwise, to remain in full force and effect.

WITNESS the following signatures and seals this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_.

PRINCIPAL

\_\_\_\_\_

BY: \_\_\_\_\_

ITS: \_\_\_\_\_

CORPORATE SURETY

\_\_\_\_\_

BY: \_\_\_\_\_

ITS: Attorney-in-Fact