



**Office of Environmental Management**

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CAMPBELL COUNTY EROSION and SEDIMENT CONTROL BOND

KNOW ALL MEN BY THESE PRESENTS THAT we (I) \_\_\_\_\_

and \_\_\_\_\_ as Principal (s) and \_\_\_\_\_

\_\_\_\_\_ as Surety (Sureties), are held and firmly bound unto the BOARD OF SUPERVISORS OF CAMPBELL COUNTY, VIRGINIA,

herein called the Obligee, in the sum of \_\_\_\_\_ (\$ \_\_\_\_\_) lawful money of the United States of America, for payment whereof, well and truly to be made, we bind ourselves, our and each of our heirs, executors and administrators, jointly and severally, firmly by these presents:

WHEREAS: The Principal has presented to the Board of Supervisors of Campbell County, Virginia, or its duly designated agent, for examination and approval, an Erosion and Sediment Control Plan for land disturbing activity being carried out in conjunction with construction of the following project:

\_\_\_\_\_  
\_\_\_\_\_ ; and,

WHEREAS: A condition of the approval of said Plan was that the Principal shall properly install and maintain the erosion and sediment control devices as called for in the Plan as required by the Erosion and Sediment Control Ordinance of the County of Campbell, effective January 1, 1976, re-adopted as part of the Campbell County Code of 1981, on February 17, 1981, as amended; which said Ordinance was adopted pursuant to the provisions of Article 6.1 of Title 21 of the Code of Virginia of 1950, as amended; and

WHEREAS: A further condition of approval of the plan was that the Principal post a bond, with corporate surety, conditioned on the required installation and maintenance of erosion and sediment control devices.

NOW, THEREFORE, the Principal Surety and jointly and severally post this bond in the sum of \_\_\_\_\_ (\$ \_\_\_\_\_) or so much thereof as may be necessary for the full performance and completion of the installation and maintenance of erosion and sediment control devices as is called for in the Plan, and this bond will be fortified to Campbell County Board of Supervisors in the event the said land disturbing activity is not properly installed and maintained in accordance with the Plan. This obligation, will be avoided

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*to be the most collaborative, professional, value-driven locality in Virginia*

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sixty (60) days from the date of completion of the land disturbing activity giving rise to the necessity for installation and maintenance of erosion and sediment control devices as called for in the Plan, or sooner, upon presentation of a certificate by the Principal that the work has been completed and inspection by the Program Administrator or his designated agent and a copy of the executed bond, marked "Satisfied" and signed by the Program Manager or his designated agent, shall be delivered to the Principal or Surety, in the event payment is made hereunder by the Surety, and delivery of a copy of this bond so marked will be a specific condition precedent to the avoidance of the obligation of the Principal and Surety hereunder.

The Principal and Surety hereby further bind themselves, their successors, executors, administrators and assigns jointly and severally, that they will amply and fully protect the said Obligee against and will pay any and all amounts, damages, costs and judgements which may be recovered against or which the Obligee may be called upon to pay to any person or corporation by reason of any damage arising from performance of said work, repair or maintenance thereof, or the manner of doing the same, or neglect of the Principal or its agents or servants, or the improper performance of the said work by the Principal or its agents or servants, or the infringements of any patent rights by reasons of the use of any material furnished of work done, as aforesaid, or otherwise.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the work to be performed shall in any way affect the obligation of this bond and the Surety hereby waives notice of any such change, extension of time, alteration or addition. The Surety, if a corporation, further warrants that it is authorized to enter into this bond by resolution of this Board of Directors duly recorded in the corporate minute book, and if an insurance company, the Surety represents that the agent executing this bond is duly authorized to act on its behalf in accordance with a power of attorney or other agency agreement, a copy of which is attached hereto and incorporated herein by reference.

SIGNED, SEALED AND DELIVERED THIS \_\_\_\_\_ day of \_\_\_\_\_ ,  
20\_\_\_\_.

\_\_\_\_\_  
(Principal) (SEAL)

\_\_\_\_\_  
(Principal) (SEAL)

\_\_\_\_\_  
(Principal) (SEAL)

\_\_\_\_\_  
(Surety) (SEAL)

\_\_\_\_\_  
(SURETY) (SEAL)

\_\_\_\_\_ (SEAL)  
(SURETY)

STATE OF VIRIGINIA

County/City

\_\_\_\_\_ of \_\_\_\_\_, to wit; The  
Foregoing instrument was acknowledged before me this \_\_\_\_\_ day of  
\_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_

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Principal (s).

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

STATE OF VIRIGINIA

County/City

\_\_\_\_\_ of \_\_\_\_\_, to wit; The  
Foregoing instrument was acknowledged before me this \_\_\_\_\_ day of  
\_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_

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Principal (s).

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public