

**LAND DISTURBING ACTIVITY BOND**

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

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

\_\_\_\_\_, surety, are held and firmly bound unto the City of

Roanoke, Virginia, in the sum of \_\_\_\_\_, (\$\_\_\_\_\_),

good and lawful money of the United States, to be paid to the City, for which payment well and

truly to be made we do bind ourselves, our heirs, personal representatives and assigns, jointly

and severally, firmly by these presents, and we do hereby waive the benefit of our homestead

exemptions as to this obligation.

WHEREAS, the said Principal has proposed to undertake a land disturbing activity upon a certain tract of land owned by it and situate in the City of Roanoke, Virginia, and has caused to

be made an erosion and sediment control plan, plan is entitled, \_\_\_\_\_

\_\_\_\_\_, prepared by \_\_\_\_\_, under

date of \_\_\_\_\_, 20\_\_\_\_; with revision dates of: \_\_\_\_\_,

20\_\_\_\_; \_\_\_\_\_, 20\_\_\_\_; and \_\_\_\_\_, 20\_\_\_\_.

WHEREAS, as a prerequisite for and in consideration of the approval of the aforesaid erosion and sediment control and the issuance of a land disturbing permit and in compliance with

the provisions of Chapter 11.7, Erosion and Sediment Control, Code of the City of Roanoke

(1979), as amended, the Principal has agreed to construct, install and provide, at its sole expense,

certain erosion and sediment control measures on, in and upon the land embraced within the

aforesaid tract of land, or adjacent thereto, which erosion and sediment control measures are

more fully set out and described in a certain written Agreement entered into by the Principal with

the City under date of \_\_\_\_\_, 20\_\_\_\_, a copy of which is attached hereto and made a part hereof;

WHEREAS, by the terms of the aforesaid Agreement, the Principal has agreed and undertaken to provide, install and complete all of the aforementioned erosion and sediment control measures by \_\_\_\_\_, 20\_\_\_\_; and

WHEREAS, any alteration which may be made in the terms of the Agreement, including, without limitation, the amount to be paid or the work to be done under it, or the giving by the City of any extension of time for the performance of the Agreement or any other forbearance of any nature whatsoever on the part of either the City or the Principal to the other shall not in any way release the Principal, and the Surety, or either of them, their heirs, executors, administrators, successors, or assigns from their liability hereunder, and notice of such alteration, extension, or forbearance is hereby expressly waived by Surety.

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

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

If Principal is a corporation:

(Name of Corporate Principal)\_\_\_\_\_

ATTEST:

\_\_\_\_\_(Seal) By \_\_\_\_\_  
Secretary President

If Principal is an individual:

WITNESS:

\_\_\_\_\_ (Individual  
Principal) \_\_\_\_\_ (Seal)

Approved as to Amount of Bond:

\_\_\_\_\_ (Surety) \_\_\_\_\_ (Seal)  
City of Roanoke Development Engineer

By \_\_\_\_\_ (Seal)  
Attorney-in-Fact  
(Attach copy of Power-of-Attorney)