

**FAUQUIER COUNTY, VIRGINIA
SAMPLE FORMAT**

**NOTE: MUST BE RETYPED ON
SURETY COMPANY LETTERHEAD**

Bond No. _____

LAND DEVELOPER'S BOND
(SITE PLANS)

KNOW ALL MEN BY THESE PRESENTS, that we _____

_____ hereinafter referred to as the principal, and _____

_____ surety(ies), are held and firmly bound unto the County of Fauquier, Virginia, hereinafter called the "County", in the sum of _____ (\$ _____), good and lawful money of the United States, to be paid to said County, 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 submitted to the County of Fauquier, Virginia, a site plan for the development of a certain tract of land owned by it and situate in said County, which said site development plan is entitled, " _____," Case Number _____, as approved by the Fauquier County, Virginia, Board of Supervisors on _____, together with other plans, specifications and cross sections of said land and the improvements to be made thereon; and

WHEREAS, as a prerequisite and consideration for the official approval of the aforesaid site development plan and in compliance with the provisions of the Zoning, Site Development Plan, and Erosion and Sediment Control Ordinances of Fauquier County, Virginia, and said principal has agreed with the County to construct, install and provide, at its sole expense, certain physical improvements and/or certain erosion and sediment control measures on, in, and upon the land embraced within the aforesaid development, or adjacent thereto, which said physical improvements and/or erosion and sediment control measures are more fully set out and described in a certain written agreement entered into by the said principal with said County under date of _____, 20____, a copy of which said written agreement is attached to and made a part thereof; and

WHEREAS, by the terms of the aforesaid written agreement, the said principal has agreed and undertaken to provide, install and complete all of the above-mentioned physical 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 said improvements 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 seal this _____ day of _____, 20____.

WITNESS:

(Corporate Principal)

By: _____(SEAL)

_____ (Print Name)

[Individual Principal(s)]

By: _____(SEAL)

_____ (Print Name)

(Surety)

By: _____(SEAL)

_____ (Print Name)

Surety Contact Information:
(please print)

Company: _____

Name: _____

Title: _____

Address: _____

Telephone #: _____

Fax #: _____