

STORMWATER MANAGEMENT BOND
(PERFORMANCE)

KNOW ALL MEN BY THESE PRESENTS, THAT _____ (*Principal*) and _____ (*Surety*), are held and firmly bound unto the Board of County Commissioners of Washington County, Maryland (*Board*), in the amount of _____ Dollars (\$_____) in lawful money of the United States of America, to be paid to the Board, its successors or assigns, to which payment the Principal and Surety bind themselves, their heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

RECITALS

The Principal has requested to construct the following described stormwater management facility (*SWM Facility*):

Subdivision/Project Name/Section or Phase: _____
Recorded Plat No./Deed Reference: _____
Name, Number or Location of Stormwater Management Facility: _____

The Stormwater Management Ordinance for Washington County, Maryland (*Ordinance*) requires that security be provided to insure completion of the above described construction in accordance with the terms of the Ordinance, the construction plans approved by the Director of Engineering of Washington County, dated _____ (*Plans*), and in a manner that is in conformance with Washington County (*County*) standards and specifications established and adopted by the Board and in effect at the time of the execution of this Bond.

Further, the Ordinance requires that the construction of the SWM Facility be completed within twenty-four (24) months from the date of the execution of this Bond.

NOW THEREFORE, the condition of the obligations evidenced by this Bond (Bond No. _____) is such that, if the Principal faithfully performs all of the obligations of the Principal relating to the construction of the SWM Facility as indicated in the Ordinance, the Plans, and herein, and shall fully indemnify and save harmless the Board from all costs and damages which the Board may suffer by reason of the failure of the Principal so to do and shall fully reimburse and repay the County Commissioners all reasonable outlays and expense which the County Commissioners may incur by reason of such failure, then this obligation shall be null and void; otherwise, it shall remain in full force and effect.

The parties agree:

1. That the Surety guarantees the construction of the SWM Facility in accordance with the terms of the Ordinance, the Plans, and the County standards and specifications established and adopted by the Board in effect at the time of the execution of this Bond. Further, the Surety guarantees the construction of the SWM Facility within twenty-four (24) months from the date of the execution of this Bond.

2. In the event of any default or violation of the Ordinance, Plans, or other standards and specifications on the part of the Principal, a written statement of the particular facts showing the date and nature of such default shall be provided to the Principal and the Surety by registered mail.

3. If the Principal shall fail to cure the default or violation and the Board executes its right to claim or recovery, the Surety shall have the right and opportunity to assume the remainder of the Principal's obligations and at its option to perform or sublet the same.

4. In the event Principal is in default or violation of the Ordinance, Plans or other standards and specifications, Surety will within thirty (30) days of notice of such default or violation, take over assume completion of the construction of the SWM Facility. In the event that the Principal and the Surety fail to complete the construction of the SWM Facility, the Board shall be permitted to complete construction and may claim recovery against the Principal and/or Surety.

5. The obligations of this Bond shall not be released until such time as the construction of the SWM Facility is approved by the Director of Permits & Inspections/Code Official of Washington County.

6. No suit or action may be maintained in relation to this Bond unless it shall have been instituted within three (3) years from the date that this Bond is released.

7. The Recitals are hereby incorporated as substantive provisions of this Stormwater Management Bond.

WITNESS our hands and seals this _____ day of _____, 20__.

OWNER/DEVELOPER:

FOR INDIVIDUALS

Witness:

_____ (SEAL)

 (Signature)

 Printed Name

Witness:

_____ (SEAL)

 (Signature)

 Printed Name

Developer (if not owner): _____
 Phone No.: _____
 Address: _____

FOR ENTITIES (i.e. corporations, partnerships, limited liability companies)

ATTEST/WITNESS:

_____ (Entity Name)

 BY: _____ (SEAL)
 (Signature)

 (Printed Name and Title)

Developer (if not owner): _____
 Phone No.: _____
 Address: _____

Surety Company

WITNESS:

BY: _____
Attorney-in-Fact

Issuing Agency Contact Name and Title: _____
Company Name: _____
Phone No.: _____
Address: _____

Approved & Accepted by:

Director of Permits &
Inspections/Code Official

Approved as to form legal
sufficiency:

County Attorney

Approved & Accepted by:

Real Property Administrator