

**PERFORMANCE AGREEMENT**  
Of Allegany County, Maryland

KNOW ALL THESE MEN PRESENT: that \_\_\_\_\_ at \_\_\_\_\_ called the Principal, and \_\_\_\_\_ hereinafter called the Surety are held and firmly bound unto Allegany County, MD Allegany County Commissioners, Allegany Office Complex, 701 Kelly Road, Cumberland, MD 21502, hereinafter called the County in the total aggregate penal sum of \_\_\_\_\_ dollars (\$ \_\_\_\_\_) lawful money of the United States for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE OBLIGATION is such that the Principal must construct, implement and make fully functional the Allegany Soil Conservation District (ASCD) approved Stormwater Management Plan Filed \_\_\_\_\_, dated the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, having a condition of Land Use Permit (LLP) Numbers \_\_\_\_\_.

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, forms, covenants, forms, conditions, and agreements of said Permit during the original term needed, and any extensions thereof which may be granted by the county, with or without notice to the Surety and during the guaranty period and if the Principal shall satisfy all claims and demands incurred under LUP # \_\_\_\_\_ and shall fully indemnify and save harmless the County from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the County all expenses which the County may incur in making good any default then this obligation shall be void, otherwise to remain in full effect,

PROVIDED, FURTHER, that the liability of the PRINCIPAL AND SURETY hereunder to the County shall be subject to the same limitations and defenses as may be available to them against a claim hereunder by the County, provided, however, that the County may with the option, perform any obligations of the County required by the Permit and Allegany County Land Use Regulations.

PROVIDED, FURTHER that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Permit or Plan be performed therein after or the Specifications accompanying some shall in any way affect its obligations to this Agreement and is does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the Permit or Plan.

PROVIDED, FURTHER, that is expressly agreed that the Agreement shall be deemed amended automatically and immediately, without formed and separate amendments hereto, upon amendment to the Permit or Plan, so as to bind the principal and the Surety to the full and faithful performance of the Permit or Plan as so amended. The term "Amendment" is used in this Agreement and whether referring to this Agreement, the Plan or Permit shall include any extension, addition, or modification of any character whatsoever.

PROVIDED, FURTHER, that no final settlement between the County and the Principal shall occur until the County accepts an ASCD approved As-Built Certification prepared in accordance with the Allegany County Stormwater Management Ordination.

PROVIDED, FURTHER that the County is the only Beneficiary of this Agreement.

IN WITNESS THEREOF, this instrument is executed in two counterparts, each on of which shall be deemed an original this the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

ATTEST:

\_\_\_\_\_  
Principal

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Attorney-in-fact

I hereby certify that on this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, before me the subscriber, a Notary Public of the State aforesaid personally appeared \_\_\_\_\_ and \_\_\_\_\_ known to me, or satisfactorily proves to be the person(s) whose name is subscribed to the foregoing instrument, who acknowledged that he has executed it for the purposes herein set forth, and that it is his act and deed.

In witness whereof, I have set my hand and Notarial Seal the day and year first written above.

My commission expires on \_\_\_\_\_

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

I hereby certify that on this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_, before me the subscriber, a Notary Public of the State aforesaid personally appeared \_\_\_\_\_ and \_\_\_\_\_ known to me, or satisfactorily proves to be the person(s) whose name is subscribed to the foregoing instrument, who acknowledged that he has executed it for the purposes herein set forth, and that it is his act and deed.

In witness whereof, I have set my hand and Notarial Seal the day and year first written above.

My commission expires on \_\_\_\_\_

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