

FINANCIAL GUARANTEE BOND

Date Bond Executed: _____

Effective Date: _____

Principal: _____

_____ (Name)

_____ (Address)

_____ (Address)

Type of Organization: _____

(individual/partnership/corporation)

State of Incorporation: _____

Surety(ies): _____

SESCA Permit No: _____

Total Penal Sum of Bond: \$ _____

Surety's Bond No: _____

KNOW ALL PERSONS BY THESE PRESENTS, that we, the Principal and Surety(ies) hereto are firmly bound unto the Kent County Road Commission ("KCRC") in the above penal sum for the payment of which we bind ourselves, our heirs, executors, administrators, successors, and assigns jointly and severally; provided that, where the Surety(ies) are corporations acting as co-Surety(ies), we, the Surety(ies) bind ourselves in such sum "jointly and severally" only for the purpose of allowing a joint action or actions against any or all of us, and for all other purposes each Surety binds itself, jointly and severally with the Principal for the payment of such sum only as is set forth opposite the name of such Surety, but if no limit of liability is indicated, the limit of liability shall be the full amount of the penal sum.

WHEREAS such Principal is required, under the Soil Erosion and Sedimentation Control Act as amended ("SESCA"), to have a permit in order to maintain or undertake a land use or earth change governed by the SESCO, and

WHEREAS said Principal is required to provide financial assurance as a condition of the permit,

NOW, THEREFORE, the conditions of the obligations are such that if the Principal shall fully and completely comply with the SESCO and the terms of the above referenced SESCO Permit, then this obligation shall be null and void; otherwise it is to remain in full force and effect.

Upon notification by the KCRC that the Principal has failed to fulfill the conditions described above, or has been found in violation of either the permit requirements of the above referenced SESCO Permit or of the SESCO, Surety(ies) shall either perform in accordance with the control measures contained in the notification from the KCRC and other permit requirements

or place the amount demanded by the KCRC (up to the amount guaranteed in this bond) into the Kent County treasury.

The Surety(ies) hereby waive(s) notification of amendments to permits, applicable laws, statutes, rules, and regulations and agree(s) that no such amendment shall in any way alleviate its (their) obligations on this bond.

The liability of the Surety(ies) shall not be discharged by any payment or succession of payments hereunder, unless and until such payment or payments shall amount in the aggregate to the penal sum of the bond, but in no event shall the obligation of the Surety(ies) hereunder exceed the amount of said penal sum.

The Surety(ies) may cancel the bond by sending notice of cancellation by certified mail to the Principal and to the KCRC, provided, however, that cancellation shall not occur during the 120 days beginning on the date of receipt of the notice of cancellation by both the Principal and the KCRC, as evidenced by the return receipts. If the bond is cancelled according to this paragraph, the Principal shall cease and desist all land uses or earth change activities under the SESCO until a substitute bond, acceptable to the KCRC is obtained.

The Principal may terminate this bond by sending written notice to the Surety(ies), provided, however, that no such notice shall become effective until the Surety(ies) receive(s) written authorization for termination of the bond by a representative of the KCRC.

IN WITNESS WHEREOF, the Principal and Surety(ies) have executed this Financial Guarantee Bond and have affixed their seals on the date set forth above.

The persons whose signatures appear below hereby certify that they are authorized to execute this Surety Bond on behalf of the Principal and Surety(ies).

PRINCIPAL:

Date: _____

By: _____

Address: _____

SURETY(IES):

Date: _____

By: _____
_____, Attorney in Fact

Address: _____

(if more than one surety, sign on attached page)

Liability Limit: \$ _____

Bond Premium: \$ _____