

HOWARD COUNTY, MARYLAND
DEPARTMENT OF INSPECTIONS, LICENSES AND PERMITS
GRADING AND LANDSCAPING PERFORMANCE BOND

PLAN NO. _____

PERMIT NO. _____

BOND NO. _____

DATE BOND EXECUTED: _____

We: _____

_____ hereinafter called the "Principal", and the _____

_____ a corporation organized and existing under the laws of the State of _____ and authorized to transact business in the State of Maryland, hereinafter called "Surety", are held firmly bound unto HOWARD COUNTY, MARYLAND, a body corporate and politic, as "obligee" hereinafter called "County", in the sum of _____ Dollars (_____), lawful money of the United States, for the payment of the which sum will truly to be made, the Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally firmly by these presents.

WHEREAS, the above named Principal has received approval by said Howard County, Maryland, bearing date of _____ on his grading permit number _____ for a permit from said County for the following land disturbing and landscaping activity located at: _____ Howard County, Maryland, as more fully described in the approved grading plan number _____, and approved landscape plan, and

WHEREAS, in consideration of the approval of the Site Development Plan and/or Grading Plan and/or Landscaping Plan and/or issuance of the Grading Permits and/or Building Permit for certain lands held by said Principal, and the work to be done thereunder, and the plans, drawings, and specifications accompanying the same, shall be deemed a part hereof and incorporated by reference herein to the same extent as if full set forth.

PERFORMANCE BOND NO. _____

NOW THEREFORE, the condition of this obligation is such that if the Principal shall promptly and faithfully accomplish each and every, all and singular, the matters and things in said grading permit set forth and specified to be by said Principal done and performed at the time and in the manner specified in the Site Development Plan and/or Grading Plan and/or Landscape Plan and/or Grading Permit and/or Building Permit, or if Surety shall pay over, make good and reimburse to the said County within thirty (30) days of demand by the County after default, then this obligation shall be void, otherwise to be and remain in full force and effect.

IN THE EVENT of default by the Principal, the obligee shall have the right through itself or others to do all or any part of the remaining work still to be performed by the Principal, w/o Notice to the Surety. The said Surety for value received hereby stipulates and agrees that no change, extension of time, alteration, and addition to terms of the Grading Permit or to the work to be performed thereunder or the specification accompanying the same shall in anywise affect its obligations on the bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of Grading Permit, or to the work to be performed thereunder of the specifications accompanying the same.

PROVIDED, HOWEVER, no right of action shall accrue on this bond to or for the use of any person, firm or corporation other than the County name herein or its successors in office.

SIGNED AND SEALED this _____ day of _____, 20_____.

IN THE PRESENCE OF:

_____	_____ (SEAL)
	(PRINCIPAL)

	(TITLE)
_____	_____ (SEAL)
	(SURETY)
