DO NOT MAKE CHANGES TO THIS FORM. Three originals are required. Bonding company must be listed in the Maryland Insurance Administration (MIA).

ANNE ARUNDEL COUNTY, MARYLAND

BOND NO._____;

STORMWATER WARRANTY AGREEMENT # _____

STORMWATER WARRANTY BOND

THIS STORMWATER WARRANTY BOND is entered into on this _____day of_____, 20___, by and between _____ _____as principal ("Principal") and _____, a business entity that is authorized to transact business in the State of Maryland and is organized and existing under the laws of the State of_____, as surety ("Surety"). Anne Arundel County, Maryland, a body corporate and politic of the State of Maryland, is the Obligee.

WHEREAS, the above-named Principal has entered into a written contract known as Stormwater Warranty Agreement No.____, dated_____, 20____, with Obligee for (Project Name)_____ (the "Agreement"), the terms of which are hereby incorporated by reference; and

WHEREAS, as a condition of the Agreement and as required by the Anne Arundel County Code, Principal is required to provide security to Obligee to guarantee Principal's performance under and completion of the Agreement (or any extensions, alternations, or modifications of the Agreement) in an amount equal to the approved cost estimate.

NOW, THEREFORE, the Principal and Surety are held and firmly bound unto the Obligee in the sum of $_____Dollars ($____), lawful money of the United States of America, for the payment of which sum of money the Principal and Surety do bind themselves and their personal representatives, legal representatives, successors, and assigns, jointly and

severally, firmly by this bond.

The condition of this bond is as follows: If the Principal shall perform and accomplish all matters and things required under the Agreement (or any extensions, alternations, or modifications of the Agreement) in the time and manner required and if the Principal shall indemnify and save harmless the County from all loss, costs, or damages arising from a default under this bond and under the Agreement (or any extensions, alternations, or modifications of the Agreement), this obligation shall be void. Otherwise, it shall remain in full force and effect.

Surety expressly waives any right to receive notice of extensions of time or alterations or modifications to the Agreement that may be granted by Obligee and agreed upon by the Principal, and any such extensions, alterations, or modifications shall not affect the obligation of the Surety under this bond.

WITNESS OR ATTEST:

_____ _____
Type name of business entity, if applicable.

By:_____

PRINCIPAL
Type Name: ___
Type Title: _____
Date: _____

_____ _____
Type name of business entity.

By:_____
SURETY
Type Name: ___
Type Title: _____
Type Address: _____

Date: _____