

**CASH PERFORMANCE BOND**  
**ROADS AND ASSOCIATED DRAINAGE WORK**

A BOND TO ACCOMPANY AND FOR:

AGREEMENT NO: \_\_\_\_\_

AGREEMENT NAME: \_\_\_\_\_

\_\_\_\_\_ (Developer)

\_\_\_\_\_ (Street or Post Office Box)

\_\_\_\_\_ (City or Town)

In the County of \_\_\_\_\_ and State of \_\_\_\_\_, are held

firmly bound unto the Sussex County Council, or the County Officers thereof, in the sum

of \_\_\_\_\_ Dollars

(\$\_\_\_\_\_), which has well and truly been paid unto the said Sussex

County Council for the uses hereinafter stated, and we do bind ourselves and each and

every of our heirs, executors, administrators, successors and assigns, jointly and

severally, for and in the whole firmly by these presents.

NOW THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

If the above said Developer, who has an Agreement with Sussex County of the

State of Delaware, a certain Agreement designated by the parties thereto as Agreement

No. \_\_\_\_\_ (development), with plans and specifications approved

by the Sussex County Engineering Department, Sussex County Council and/or Sussex

County Planning and Zoning Department that require materials, labor, construction

administration and construction inspection necessary for private roads and the

associated drainage improvements (the "Work"), shall well and truly provide and furnish

all the labor, materials, appliances and tools and perform all the Work required under

and pursuant to the terms and conditions of said Agreement, and of the proposals, plans and specifications contained therein and shall also indemnify and hold harmless the said Sussex County, the County Council and Councilmembers thereof and all employees of said County, from all costs, damages and expenses growing out of or by reason of the Work and completion of the above mentioned Agreement, and shall well and truly pay all and every person furnishing material or performing labor in and about said Agreement, all and every sum or sums of money due it, them or any of them, for all such labor and materials for which the Agreement is liable; then this obligation shall be void or else to be and remain in full force and virtue, with the funds held by Sussex County pursuant to this Bond applied to the costs of the Work secured hereby.

In the event the funds held by Sussex County pursuant to this Bond are insufficient to complete the Work or to furnish the materials which Developer is obligated to provide, and Sussex County shall incur any costs of any nature whatsoever to administer the funds or to complete the Work or furnish the materials, Sussex County shall have the right to seek reimbursement from the Developer, including, without limitation, the right to bring an action to recover such costs in the appropriate Court of the State of Delaware located in Sussex County. In such event, Developer shall be liable not only for the principal due, but also reasonable attorney's fees and costs incurred by Sussex County.

THE FOLLOWING PARAGRAPH SETS FORTH A WARRANT OF AUTHORITY FOR AN ATTORNEY TO CONFESS JUDGMENT AGAINST THE DEVELOPER. IN GRANTING THIS WARRANT OF ATTORNEY TO CONFESS JUDGMENT AGAINST THE DEVELOPER, THE DEVELOPER HEREBY KNOWINGLY, INTENTIONALLY AND VOLUNTARILY AND, ON THE ADVICE OF THE SEPARATE COUNSEL OF THE DEVELOPER, UNCONDITIONALLY WAIVES ANY AND ALL RIGHTS THE DEVELOPER HAS OR MAY HAVE TO PRIOR NOTICE AND AN OPPORTUNITY FOR

HEARING UNDER THE RESPECTIVE CONSTITUTIONS AND LAWS OF THE UNITED STATES AND THE STATE OF DELAWARE.

Upon acceleration of the outstanding costs and expenses of any deficiency under this Bond, if any, and/or after entry of any judgment pursuant to this Bond, legal interest shall accrue thereafter at the applicable legal interest rate until the judgment is paid in full.

This obligation shall survive foreclosure, sale, assignment, conveyance or transfer of the real property or the Agreement, or both, which is the subject of this Bond. In the event of such foreclosure, sale, assignment, conveyance or transfer, this Bond shall be released by the County only upon the submission of replacement security satisfactory in the sole discretion of the County, or in the event the Agreement is complete and all conditions of this Bond have been fulfilled.

Sealed with our Seals and dated this \_\_\_\_ day of \_\_\_\_\_, in the year of 20\_\_\_\_.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

DEVELOPER:

\_\_\_\_\_  
ATTEST

By: \_\_\_\_\_ (SEAL)

[CORPORATE SEAL]

Title \_\_\_\_\_