

BOND #: \_\_\_\_\_

**EXCAVATION BOND**

To Cover Excavation on Property, Right-of-Ways and Highways  
Belonging to Murray City Corporation

KNOW ALL MEN BY THESE PRESENTS:

THAT, we, \_\_\_\_\_, as Principal,  
and \_\_\_\_\_, as Surety, are jointly and severally held firmly  
bound unto Murray City State of Utah, as Obligee, in the sum of \$\_\_\_\_\_, lawful  
money of the United States for which payment well and duly to be made, we and each of us bind  
ourselves and each of our successors and assigns jointly and severally by these presents.

Signed and Sealed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

IN WITNESS WHEREOF, Principal has signed this bond and said Surety has caused  
these presents to be signed by its duly authorized officer and its corporate seal to be affixed  
hereto. The conditions of this obligation are such that:

WHEREAS, Principal has or is about to obtain from the Obligee, a permit(s) for making  
excavations in connection with underground utilities, waterways, or other improvements within  
the Public Way of Murray City; and

WHEREAS, Principal is required by ordinance to file with the Murray City Public  
Services Department a bond acceptable to the City guaranteeing that all excavation work in  
Public Way of Murray City shall be restored in accordance with the standard specifications of  
Murray City; NOW, THEREFORE, the condition of this obligation is such that on or after the  
\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, Principal shall in all respects comply with all the  
applicable terms, conditions, provisions, requirements and specifications of the Murray City  
Development Code, Murray City Traffic Code, Murray City Design Standards and Murray City

Standard Specifications and the terms and conditions upon which the said permit(s) have been approved, and which terms and conditions will be incorporated by reference in said excavation permit(s) when issued, and shall fully perform his, their or its obligations in completing the work for which said permit is issued, and shall well and truly and in a manner satisfactory to the Murray City Public Services Department, complete the work described in said approved permit(s), and shall save harmless and indemnify Murray City, State of Utah from any loss, costs, expense or damage incurred through the failure of the Principal, its agents, and servants to complete the work as required by the any law, statute, ordinance, rules, regulations or requirements which pertain to such permits, included but not limited to the Murray City Design Standards and Murray City Standard Specifications and as may be further specified in his approved permit(s), or from any damages growing out of the negligence of the Principal or its agents, servants or employees and in particular shall restore all excavations made with the Public Way of Murray City in accordance with the specifications of Murray City and shall guarantee restoration of the work site, normal wear and tear excepted, for a period of three (3) years from the date of restoration for all the excavations made by Principal under such permit(s).

This obligation shall remain in full force and effect and this bond shall be deemed continuous in form and shall remain in force and effect for all excavations in the Public Way of Murray City made by Principal pursuant to all such permits approved by Murray City on or after the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_ unless terminated or canceled in the manner hereafter provided. The Surety herein reserves the right to withdraw as such surety except as to any liability already incurred hereunder or as to any future liability which may incur from work pursuant to a permit already issued at the time of withdrawal by the giving of thirty (30) days written notice of withdrawal sent by certified mail to the Principal and to the Murray City Engineer.

Regardless of the period this bond shall be in force, the aggregate liability of the Surety hereunder shall at no time exceed the penal sum of the bond.

IN WITNESS WHEREOF, said Principal has signed these presents and said Surety has caused these presents to be signed by its duly authorized officers and its corporate seal to be affixed hereto the day and year first hereinabove set forth.

Principal:

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By \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Mailing Address:

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SURETY:

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By \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Mailing Address:

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STATE OF UTAH ) (Surety)  
: ss.  
County of Salt Lake )

\_\_\_\_\_, being first duly sworn on oath, deposes and says: that s/he is the Attorney-in-Fact of \_\_\_\_\_, a corporation organized under the laws of the State of \_\_\_\_\_ and that s/he is duly authorized to execute and deliver the foregoing obligation; that the said \_\_\_\_\_ is authorized to execute the same, and has complied in all respects with the laws of the State of Utah, in reference to becoming the sole surety upon bonds, undertakings and obligations.

\_\_\_\_\_  
Attorney-in-Fact

Subscribed and Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.  
\_\_\_\_\_  
NOTARY PUBLIC, Residing in

My Commission Expires:  
\_\_\_\_\_

(Attach Power of Attorney)

STATE OF UTAH ) (Complete if Principal is an individual)  
: ss.  
County of Salt Lake )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_, presently appeared before me \_\_\_\_\_, the signer(s) of the foregoing instrument, who duly acknowledged to me he/she (they) executed the same.

\_\_\_\_\_  
NOTARY PUBLIC, Residing in

My Commission Expires:  
\_\_\_\_\_

STATE OF UTAH )  
: ss.  
County of Salt Lake )

(Complete if Principal is Corporation)

On the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, personally  
appeared before me \_\_\_\_\_, who is being by me duly  
sworn, did say that s/he is the \_\_\_\_\_ of \_\_\_\_\_,  
said corporation by authority of its Board of its Directors, and s/he acknowledged to me that said  
corporation executed the same.

\_\_\_\_\_  
NOTARY PUBLIC, Residing in

My Commission Expires:  
\_\_\_\_\_

STATE OF UTAH )  
: ss.  
County of Salt Lake )

(Complete if Principal is an individual)

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, presently appeared  
before me \_\_\_\_\_, who being by me duly sworn, did  
say that he is the \_\_\_\_\_ of \_\_\_\_\_,  
a partnership, and that the foregoing instrument was signed in behalf of said partnership and that  
said partnership executed the same.

\_\_\_\_\_  
NOTARY PUBLIC, Residing in

My Commission Expires:  
\_\_\_\_\_