

Bond No.: _____

EXCAVATION BOND

To Cover Excavations on Property and Highways
Belonging to Salt Lake County

KNOW ALL MEN BY THESE PRESENTS:

THAT, we, _____, as Principal, and
_____, as Surety, are jointly and severally held
firmly bound unto Salt Lake County, State of Utah, in the sum of \$ 10,000.00, lawful money
of the United State 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 or waterways within the streets, highways
or other property of Salt Lake County; and

WHEREAS, Principal is required by ordinance to file with the Salt Lake County Public
Works Department a bond guaranteeing that all excavation work in streets, highways or other
property of Salt Lake County shall be restored in accordance with the specifications of the Public
Works Department;

NOW, THEREFORE, the condition of this obligation is such that if Principal shall, on and after the _____ day of _____, 20_____, indemnify said Obligees against all loss, costs, expenses or damage to it caused by said Principal's noncompliance with the breach of any law, statute, ordinance, rules, regulations or requirements pertaining to such permit(s) and in particular shall restore all excavations made within the streets, highways or other property of Salt Lake County in accordance with the specifications of the Public Works Department 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 excavations made by Principal under such permit(s), then this obligation shall be void and of no effect.

Otherwise it 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 streets, highways or other property of Salt Lake County made by Principal pursuant to future permits approved by Salt Lake County unless terminated or cancelled 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. Surety may withdraw upon the giving of thirty (30) days written notice of withdrawal to the Principal and to the Director of the Engineering Division.

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 it's corporate seal to be affixed hereto the day and year first hereinabove set forth.

PRINCIPAL:

By: _____

Name: _____

Title: _____

Mailing Address & Phone:

SURETY:

Mailing Address & Phone:

By: _____

Name: _____

Title: _____

Mailing Address & Phone:

STATE OF UTAH)
 : ss
County of Salt Lake)

_____, being duly first 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 before me this _____ day of _____, 20_____.

NOTARY PUBLIC
Residing in: _____

My Commission Expires:

(Attach Power of Attorney)
817G

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

**COMPLETE IF PRINCIPAL IS AN:
INDIVIDUAL**

On this _____ day of _____, 20_____, personally appeared before me _____, the signer(s) of the foregoing instrument, who duly acknowledged to me that s/he (they) executed the same.

NOTARY PUBLIC
Residing in Salt Lake County, Utah

My Commission Expires:

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

**COMPLETE IF PRINCIPAL IS A:
CORPORATION**

On this _____ day of _____, 20_____, personally appeared before me _____, who being by me duly sworn, did say that he is the _____ of _____, a _____ corporation, and that the foregoing instrument was signed in behalf of said corporation by authority of its Board of Directors, and s/he acknowledged to me that said corporation executed the same.

NOTARY PUBLIC
Residing in Salt Lake County, Utah

My Commission Expires:

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

**COMPLETE IF PRINCIPAL IS A:
PARTNERSHIP**

On this _____ day of _____, 20_____, personally 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 Salt Lake County, Utah

My Commission Expires:
