

STATE OF ALABAMA)
TUSCALOOSA COUNTY)
CITY OF TUSCALOOSA)

CITY OF TUSCALOOSA
SILTATION BOND
(OCA-23-0047)

KNOW ALL MEN BY THESE PRESENTS that we, _____,
_____, as Principal (hereinafter referred to as the “Developer”) and
_____, as surety are held and firmly bound unto the City of
Tuscaloosa, Alabama, (hereinafter referred to as the “City”), a municipal corporation in the penal
sum of \$_____, (\$10,000.00 or \$2.50 per square foot of disturbed area
whichever is greater) for the payment of which well and truly to be made, hereby bind and obligate
ourselves, our heirs, executors, administrators, successors and assigns.

WHEREAS, the condition of this obligation is such that the Developer will develop certain
land or property within the corporate limits of the City, or it’s police jurisdiction, subject to a Lake
LDP pursuant to Code of Tuscaloosa §21-227. The LDP project name is
_____ and located generally at _____
_____. (hereinafter referred to as the “Development”); and,

WHEREAS, the Developer now desires, pursuant to §21-227 to post a Siltation Bond
equal to (\$10,000.00 or \$2.50 per square foot of disturbed area whichever is greater) and
guarantees that silt will be prevented from entering a lake of the City from the development.

NOW, THEREFORE, in the event that silt does enter a lake of the City from the
development, then the developer will remove all such silt in the time prescribed by the City
Engineer of his/her designee. In the event that the developer does not remove such silt in the
prescribed time, then the City may enforce the siltation bond and make a claim against the cash deposit,
irrevocable letter of credit, or professional bond through an insurance company. This bond shall not expire until
such time as being released by the City Engineer or his/ her designee.

IN FURTHER CONSIDERATION of the acceptance of this Bond by the City and during
the period of time in which this Bond remains in force and effect, Developer hereby agrees to fully
indemnify and save harmless the City of Tuscaloosa, its officers, agents and employees and the
Tuscaloosa Planning and Zoning Commission and all its members of and from any and all costs,
expenses, claims, damages, suits and/or judgments arising out of or in any manner whatsoever

associated with the public improvements within or of said Development or the fact that such Improvements have not been completed, which obligation shall continue until such time as acceptance of such Improvements is made by resolution duly enacted by the City Council of the City of Tuscaloosa.

AND, IN FURTHER CONSIDERATION of the acceptance of this Bond, it is stipulated and agreed to by the Developer and Surety that no change, inspection, extension of time or failure to enforce any term, condition or requirement of any law, ordinance, rule or regulation, or of this Bond, shall in any manner affect the rights of the City or the obligations of the Principal or Surety under this Bond.

AND, IN FINAL CONSIDERATION of the acceptance of this Bond, if at any time after the execution of this Obligation and Bond it shall be deemed by the City to be unsatisfactory or inadequate, or if for any reason such Bond ceases to be adequate, in the opinion of the City Engineer to cover the performance of the Improvements, the Developer shall, at its expense, within five (5) days after the receipt of notice from the City so to do, furnish an additional bond or bonds in such form and amount as shall be satisfactory to the City. In the event of default of any term, condition or obligation of this Bond, Developer agrees to pay all costs and expenses, including court costs and attorney’s fees to the City associated with the forfeiture of the Bond and/or collection of the amounts of said obligation.

IN WITNESS WHEREOF, the said Developer and or Surety has hereunto affixed his/its signature or caused same to be executed by its duly authorized officer on the _____ day of _____, 20__.

LEGAL NAME OF DEVELOPER AS PRINCIPAL:

Attest **BY:** _____

Name of Surety **BY:** _____
Attorney in Fact for Surety

Bond Reviewed and Approved/Disapproved:

By _____
City Attorney

Bond Accepted/Not Accepted:

By: _____
City Engineer

Form: Public Infrastructure Improvement Bond
File No. OCA-23-0047