

STATE OF ALABAMA)
TUSCALOOSA COUNTY)
CITY OF TUSCALOOSA)

CITY OF TUSCALOOSA
PUBLIC INFRASTRUCTURE IMPROVEMENT BOND
LDP MAINTENANCE
(A17-0734)

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% of the construction costs of
improvements required by the Land Development Permit) 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 has developed
certain land or property within the corporate limits of the City as a subdivision, PUD or
condominium or other development which is subject to a Land Development Permit (LDP)
known as _____, and located generally

_____ (hereinafter referred to as the “Development”), and in regard to which certain public
infrastructure improvements are required by the LDP as follows:

_____”

WHEREAS, the Developer now desires for the City to accept certain public
infrastructure improvements within dedicated public right-of-way or utility easements of said
Development, more particularly described as follows: _____

_____ by making bond in the amount of 10% of the
construction cost of said Improvements to assure and guarantee to the City that Developer has
completed all other applications, submissions, documentations, conveyances, dedications,
construction and installations and shall and will maintain all of said Improvements without cost
or expense to the City, for a period of no less than one (1) year from the date of acceptance by
resolution of the City Council of said Improvements or the period of time it takes Developer to
correct deficiencies noted by the City Engineer during such maintenance period, whichever is

longest, pursuant to and in strict accordance with all applicable rules, ordinances and regulations of the City, the City Engineer and the subdivision regulations and with adequate surety meeting the requirements of the City.

NOW, THEREFORE, if the Developer has completed all other applications, submissions, documentations, dedications, conveyances, installations and Improvements as required by said regulations, ordinances and laws and shall maintain all Improvements in said Development or in regard to said Development for a period of no less than one (1) year from the date of acceptance by resolution of the City Council of said Improvements or the period of time it takes Developer to correct deficiencies noted by the City Engineer during such maintenance period, whichever is longest, pursuant to and in strict accordance with all applicable rules, regulations and ordinances of the subdivision regulations, City Engineer and the City, and shall correct all deficiencies beyond those occasioned by normal wear and tear within a reasonable period of time after notice from the City of the same, and shall fully indemnify the City as herein provided and save harmless the City from all cost and damages whatsoever which it may suffer by reason of any failure on the part of the Developer so to do and shall fully reimburse and repay the said City any and all outlay and/or expense which it may incur in making good any default, this Obligation and Bond shall be null and void; otherwise it shall remain in full force and effect.

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:

_____ **BY:** _____

Attest

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

Bond Reviewed and Approved/Disapproved:

By _____
City Attorney

Bond Accepted/Not Accepted:

By: _____
City Engineer