



**SURETY BOND
 WASTEWATER PROJECT IMPROVEMENT BOND**

KNOW ALL MEN BY THESE PRESENTS:

That we, _____ as Principal, and _____, a corporation duly licensed to conduct surety business in the State of Utah and having its principal office at _____, as Surety, are jointly and severally bound unto the Snyderville Basin Water Reclamation District, a Utah special district, in the sum of _____, (\$ _____) for which payment we jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

Whereas the Snyderville Basin Water Reclamation District, a Utah special district, (“the District”) has approved a sewer improvement project and entered into a Line Extension Agreement (Exhibit 1) with the Principal for the improvement of the _____ Project or Subdivision dated the _____ day of _____, 20____ which requires that the Principal file with the District a bond in the sum of _____ (\$ _____), with Surety satisfactory to the District securing to the District the actual compliance of the Principal with the terms and conditions of the approval of the Plat of the _____ Subdivision or Project and completion of all required improvements within one (1) year or as otherwise provided in the Line Extension Agreement for the Project or Subdivision as more fully appears in the record of the approval of the Project or Subdivision by the District on the Principal’s application, which record is hereby made a part hereof.

Now, therefore, if the Principal shall not complete the improvements, work and installations herein referred to as required by the District according to the District approved designs, plans and specifications, the Principal and Surety shall be in default of the Line Extension Agreement.

Whenever the Principal shall be, and is declared by District to be in default under the Line Extension Agreement for failure to timely complete the required improvements and the District having performed District's obligations thereunder, the Surety shall either promptly remedy the default, or shall promptly cause the completion of the improvements in accordance with the Line Extension Agreement; or, within 60 days of the declaration of default by the District, obtain a bid or bids for completing the improvements in accordance with the Line Extension Agreement and approved Plans and specifications, and upon determination by the District of the lowest responsible bidder, arrange for a contract between such bidder and District, and pay under the contract as work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion.

Any suit under this bond must be instituted before the expiration of three (3) years from the date on which District declares a default of the Principal in completion of the required improvements. No right of action shall accrue on this bond to or for the use of any person or corporation other than the District named herein or successors of District.

If it becomes necessary for the District to commence litigation or other informal proceedings to obtain compliance with the Principal and/or Sureties' obligations herein or to collect the amount of the obligation herein when justly due, the Surety shall pay for the use and benefit of the District all costs and fees of every kind and nature, including attorney's fees, expended by the District in the enforcement of the rights of the District hereunder.

In witness whereof the said Principal and Surety have caused these presents to be signed and their seals to be affixed hereunto: _____ 20____.

PRINCIPAL:

SURETY:

BY: _____

BY: _____

ITS: _____

BY: _____