



Livingston County Drain Commissioner

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SOIL EROSION AND SEDIMENTATION CONTROL BOND

Name of the Project: _____ AMOUNT: \$ _____

Permit #: SOI20__ - 0 ____ Municipality of project: _____

Date of Agreement Bonded: _____, _____, 20 __ BOND #: _____

Name of local agent: _____ Phone: ____ - ____ - _____

KNOW ALL MEN BY THESE PRESENTS, that we, _____, LANDOWNER(S)

as Principal and _____, a Surety licensed to conduct the business of insurance in the State of Michigan during the period of this obligation, are held and firmly bound unto the Treasurer of Livingston County or his/her authorized designee in the full and just sum of \$ _____ Dollars, lawful money of the United States of America, to the payment of which sum of money and lawful interest thereon from date of demand under the provisions herein established, the said Principal and said Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents for the purposes and upon the conditions hereinafter set forth.

Signed, sealed and dated this _____ day of _____, 20 __.

WHEREAS, the above bonded Principal has undertaken to grade certain lands lying in Livingston County, subject to the provisions for grading set forth in the Soil Erosion and Sedimentation Ordinance as enacted by the Board of Commissioners-Livingston County effective the 6th day of October 2004, or as the same may be lawfully amended, and

WHEREAS, in order to obtain a permit for the conduct of the work so proposed to be accomplished, the said Principal has submitted for approval an information statement, plans and specifications pursuant to the requirements of Article 6, et seq., of the Livingston County Soil Erosion and Sedimentation Control Ordinance, and

WHEREAS, it is one of the conditions of said permit that the said Principal, namely, _____, shall cause a performance bond in the amount required by the said ordinance to be given to assure the proper control of soil erosion and sedimentation in way of the grading to be accomplished by the said Principal, and

WHEREAS, the pertinent provisions of the Soil Erosion and Sedimentation control Ordinance include the following requirements:

- 1) "The applicant shall comply with all of the provisions of this subtitle, and all other applicable laws and ordinances; and
- 2) The applicant shall comply with all the terms and conditions of the grading permit, and

- 3) Any extension of completion times pursuant to the provision of Article 8 shall not release the applicant, and
- 4) Upon default, the applicant shall continue to be firmly bound under the continuing obligation for payment of one (1) of the following at the election of the Surety:
 - i) All Costs and expenses necessary to complete the work in accordance with the approved plans and specifications (or any approved modifications thereof); or
 - ii) All necessary costs and expenses or liabilities, including administrative costs and inspection fees, which may be incurred to stabilize in accordance with the stabilization plan for erosion control presented by the applicant to and approved by Livingston County; or
 - iii) Payment to the County in cash or by certified check in a sufficient amount to equal the cost of performing the necessary work. If the cost for restoration of a site to meet the minimum requirements of this subtitle (with particular emphasis on stability, safety, drainage and erosion control) exceeds the amount of the cash or certified check, the permittee shall continue to be bound under the continuing obligation for payment of all excess costs and expenses incurred by the County.
 - iv) The bond and/or other security shall remain in full force and effect until a certificate of completion has been issued by the Enforcing Agency certifying that the work has been performed in accordance with the plans and specifications, or certifying that the permit has been unused. Upon issuance of such certificate, any unused portion of any cash or certified check shall be returned to the applicant, and the applicant and/or his surety shall be released from all further obligations under this subtitle (provided that a default has not occurred). The certificate of completion shall be issued within sixty (60) days from the date the Enforcing Agency receives written notice of completion, provided that during said sixty (60) day period, said Enforcing Agency shall inspect the work performed, and is satisfied that the permittee has complied with the provisions of this subtitle.”

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if said Principal shall carry out the terms and conditions of said permit in every respect and within the time established therein, then this obligation shall become void forthwith; otherwise, this bond shall remain in full force and effect until released by Livingston County in writing, certifying the satisfactory stabilization of soil and sediment in way of the grading for which the permit here guaranteed is secured.

IN TESTIMONY WHEREOF, said Principal and said Surety have caused this instrument, in writing, to be signed and their seals affixed hereunto this ____ day of _____, 20__.

ATTEST:

_____ By: _____
 *(Principal)

ATTEST:

_____ By: _____
 *(Surety)

RELEASED THIS _____ DAY OF _____, 20__.

 Director, Enforcing Agency