

## CUT AND FILL BOND AGREEMENT

KNOW ALL MEN BY THESE PRESENTS: That we, the undersigned,

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Principal and Obligor, are firmly bound unto the City of Fairfield in the sum of \$\_\_\_\_\_ for the payment of which sum well and truly to be made, we do bind ourselves, our heirs, executors, administrators, and assigns, jointly and severally, by these presents.

WHEREAS, The Principal and Obligor has presented for approval of a Cut and Fill Permit for the project\_\_\_\_\_.

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The improvements are not completed in the project in accordance with the ordinance requirements of the City of Fairfield, the obligation is conditioned upon the performance by the Principal and Obligor of the following items in connection with the same project.

1. Principal and Obligor shall adhere to the approved grading plan and install only those storm water improvements, swales and sedimentation ponds, etc. as depicted on the approved plan.
2. Principal and Obligor shall install and maintain all silt fence, straw bales and sedimentation control devices as depicted on the plan.
3. Principal and Obligor shall keep the public roadway and any driveways, access ways used by vehicular traffic clean of mud and debris, etc. so as to keep the area safe for both pedestrians and the motoring public.
4. Principal and Obligor shall provide dust abatements when conditions warrant.
5. Principal and Obligor shall obtain the dated signature of the City Engineer of the City of Fairfield.

NOW, THEREFORE, the condition of this obligation is such that if the Principal and Obligor shall make and complete the improvements required of it by the Ordinances of the City of Fairfield, Ohio and the approved grading plan, within a reasonable time and the Principal and Obligor shall indemnify the City of Fairfield against any loss or damage arising by reason of the failure of the Principal and Obligor to satisfactorily construct said improvements, and that City's procuring the making and completion thereof, then this obligation shall be void, otherwise to remain in full force and effect.

If the Principal and Obligor shall faithfully and fully perform the above conditions and improvements, then this obligation shall be void, otherwise to remain in full force and effect.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

Principal and Obligor

\_\_\_\_\_  
\_\_\_\_\_

Executed in the Presence of:

\_\_\_\_\_  
\_\_\_\_\_

The State of Ohio, County of Butler, SS:

Be it remembered that on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_,  
before me, the subscriber, a Notary Public in and for said County, personally came

\_\_\_\_\_,  
Principal and Obligor in the foregoing Bond, and acknowledged the signing of the same to be  
their voluntary act and deed as such for the uses and purposes therein mentioned.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my  
official seal on the day and year last aforesaid.

\_\_\_\_\_  
Notary Public

Bond Accepted: \_\_\_\_\_  
City Engineer

Date: \_\_\_\_\_