

PENAL BOND FOR USE
OF SANITARY LANDFILL

We,

_____ (Name)

_____ (Address)

_____ (Type of
Business Entity)

As Principal; and

_____ (Name)

_____ (Address)

_____ (State of
Incorporation)

And duly licensed to transact a surety business in the State of Utah, as Surety; are held and firmly bound to Salt Lake County, a political subdivision of the State of Utah, in the penal sum of _____ Dollars (_____), for which payment we bind ourselves and our legal representatives and successors, jointly and severally.

The conditions of this obligation is that the Principal has requested that he receive the privilege of use of the Salt Lake City/County Landfill for the purpose of disposal of waste, and is required by the provisions of Title VIII, Chapter 4, Section 19(4) of the Revised Ordinances of Salt Lake County, 1966, as amended, to furnish a bond on the terms and conditions set forth in such ordinance.

If the Principal shall, on and after _____
_____ (date), faithfully, honestly, and promptly pay within thirty (30) days of mailing, the bill for fees due Salt Lake County because of Principal's use of said landfill for waste disposal, then this agreement shall be void and of no effect.

Provided, however, that this agreement shall remain in full force and effect from the date hereof until Principal has satisfied all outstanding obligations incurred by him for use of said landfill and has ceased permanently to dispose of wastes at said landfill, and has also notified Salt Lake County, through the Director, Salt Lake Valley Solid Waste Management Facility, in writing, of the fact that he has so ceased permanently to utilize said landfill as a disposal site.

Surety may cancel this bond and be relieved of further liability hereon only by giving sixty (60) days written notice, delivered or mailed by certified mail, to the Director, Salt Lake Valley Solid Waste Management, 6030 West California Avenue, Salt Lake City, Utah 84104, but such cancellation shall not affect any liability incurred or accrued hereunder prior to the termination of the notice period.

Salt Lake County reserves the right, at any time, to terminate this bond, except as to any liability already incurred or accrued hereunder, by giving sixty (60) days written notice of such termination to Principal and Surety, delivered or mailed by certified mail. Termination of this bond by the Salt Lake County shall not relieve Principal from compliance with the requirements of the aforementioned ordinance.

Dated this _____ day of _____, _____.

PRINCIPAL SEAL

PRINCIPAL

By _____

Title _____

SURETY SEAL

SURETY

By _____
Attorney-in-Fact

STATE OF UTAH)
 : ss.
County of _____)

_____, being first duly
sworn, on oath deposes and says that he is Attorney-in-Fact of _____
_____, Surety of the foregoing bond, and that he is
duly authorized to execute and deliver the foregoing obligation; that said company is
authorized to execute the same and has complied in all respects with all local, state and
federal laws pertaining to becoming sole surety upon bonds, and in qualifying to transact
surety business within the State of Utah.

SUBSCRIBED and SWORN to before me, a notary public, this _____
day of _____, _____.

NOTARY PUBLIC

Residing in _____ County, Utah

My Commission Expires:

