

OFFICIAL CHECK

85-129/842

BRANCH

2023

Corporate Offices
Tupelo, MS

DATE May 12, 2023

\$

*****65,191.47

PAY
TO
THE
ORDER
OF

City of Madison


SIXTY FIVE THOUSAND ONE HUNDRED NINETY ONE DOLLARS AND FORTY SEVEN CENTS

NAME OF REMITTER

The Westmoreland Company

ADDRESS

Maintenance Bond

Notice to Customer:
The purchase of an indemnity bond may be required before this check
will be replaced or refunded in the event it is lost, misplaced or stolen.BY 
AUTHORIZED SIGNATURE

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The Westmoreland Company

Maintenance Bond

CUSTOMER COPY


NON-NEGOTIABLE



CITY OF MADISON, ALABAMA
MAINTENANCE BOND FOR SUBDIVISION IMPROVEMENTS

Subdivision: University of Alabama Huntsville Foundation Subdivision

Principal: The Westmoreland Company, Inc.

Bond No: _____ Amount: \$65,191.47 LOC _____ Cash X

KNOW ALL MEN BY THESE PRESENTS that the above-referenced PRINCIPAL is held and firmly bound unto the City of Madison, Alabama (the "CITY") in the above stated amount for the payment of which sum the above listed and attached security is irrevocably pledged. Said PRINCIPAL, and its Surety, if applicable, does successively bind itself, its heirs, executors, administrators, successors, and assigns, jointly and severally, by these presents.

WHEREAS, SUBDIVISION IMPROVEMENTS (except water and sewer improvements accepted by the Water and Wastewater Board and sidewalks separately bonded) in the above referenced subdivision constructed by the PRINCIPAL, have been or are expected to be approved for dedication to and acceptance by the City effective as of the above referenced acceptance date; and

WHEREAS, in consideration of the acceptance of said subdivision improvements by the CITY, the PRINCIPAL hereby guarantees to the CITY for a period of two (2) years after dedication of said improvements that any and all defects or deficiencies arising, occurring, or becoming apparent with respect to said improvements within that period, whether resulting from negligence or defective or inferior materials or workmanship, shall be promptly repaired, replaced, or corrected at the expense of the PRINCIPAL or its Surety.

NOW, THEREFORE, the condition of this obligation is such that if the PRINCIPAL shall replace, repair, or correct any and all defects or deficiencies arising, occurring, or becoming apparent with respect to said subdivision improvements within two (2) years from and after the acceptance date, whether resulting from negligence or defective or inferior materials or workmanship, then the above obligation shall be void, otherwise to remain in full force and effect.

Inspection and acceptance of the subdivision improvements by the CITY shall in no way affect the obligation created by this BOND. In the event of any default by the PRINCIPAL, or its Surety, if applicable, in the performance of the condition of this BOND, after written notice and demand to PRINCIPAL by the City, or in the event that the CITY shall incur any cost, obligation, or fee in performing the condition of this bond after a refusal or failure of PRINCIPAL to do so, then said PRINCIPAL, and Surety if applicable, shall be obligated to the CITY for the amount of such cost, obligation, or fee. Said obligation of the PRINCIPAL IS EXPRESSLY UNDERSTOOD AND AGREED NOT TO BE LIMITED TO THE AMOUNT OF THIS BOND. In the event that any action is commenced by the CITY for the enforcement of the obligations and penalties of this BOND, the PRINCIPAL, and applicable sureties, jointly and severally waive all claims of exemption which they may have or be entitled to under the constitution and laws of the State of Alabama and agree to pay reasonable attorneys' fees for the prosecution of such suit by the City Attorney.

IN WITNESS WHEREOF, we hereunto set our names and seals on this 5th day of May, 2023

Emily Morrison
WITNESS

PRINCIPAL

By: [Signature]

Its: President

APPROVED:

City Engineer

Date

ACCEPTED:

CITY OF MADISON

Mayor

Date

ATTEST:

City Clerk - Treasurer