



Nationwide

PERMIT COMPLIANCE BOND

Bond No. 7901085886

KNOW ALL MEN BY THESE PRESENTS:

That Maxus Excavating LLC as Principal, and Nationwide Mutual Insurance Company, a corporation duly organized and existing under and by virtue of the laws of the State of Ohio and authorized to do business in the State of Colorado, as Surety, are held and firmly bound unto the Board of County Commissioners of El Paso County, Colorado as Obligee in the sum of Thirty-Five Thousand Six Hundred Eighty-Eight Dollars, (\$35,688.15) for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has agreed to construct those improvements identified in and pursuant to the terms of Construction Permit No. _____ and the associated financial assurance estimate in El Paso County, Colorado.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal constructs all improvements in compliance with County-approved construction plans, complies with any and all rules, regulations, or requirements currently in force or promulgated in the future by the Obligee; holds harmless the Obligee from any loss, cost or damages by reason of the Principal's failure to comply with the permit and applicable local, state and federal laws and regulations, and corrects any deficiencies identified by the Obligee so as to restore compliance with all applicable local, state and federal laws and regulations and approved construction plans, then this obligation shall be null and void. This obligation shall otherwise remain in full force and effect, and the Surety, upon receipt of a resolution of the Board of County Commissioners of El Paso County indicating that the work has not been completed in compliance with local, state or federal laws or regulations or approved construction plans, will bring such work into compliance or pay to El Paso County such amount up to the Principal amount of this Bond which will allow El Paso County to bring the work into compliance.

SUBJECT, HOWEVER, to the following conditions:

- This bond is continuous and regardless of the number of years this bond renews, the aggregate liability shall in no event exceed the penal sum above.
- If the Surety cancels the bond by giving thirty (30) days written notice to the Obligee, the Surety shall thereupon be relieved from any liability subsequent to the cancellation date, but will remain liable for any damages incurred prior to such cancellation.

In the event of any legal proceeding under this Permit Compliance Bond, this Permit Compliance Bond shall be governed by, and interpreted in accordance with, the laws of the State of Colorado. Jurisdiction and venue shall be in the District Court in and for El Paso County, Colorado.

SIGNED AND SEALED THIS 2nd day of February, 2022.

EPCDSD File # _____

Maxus Excavating LLC
Principal

Nationwide Mutual Insurance Company
Surety

By: [Signature]
Title: owner

By: [Signature]
Title: Aaron Steffey, Attorney-in-Fact



EPCDSD File # _____