

GRADING PERMIT AGREEMENT

This agreement is entered into between, hereinafter referred to as "Principal" and the Township of Ross, or its assigns, hereinafter referred to as the "Township", to ensure the completion of grading required by Grading Permit No. _____ on the property located at. _____

NOW, THEREFORE, IT IS AGREED THAT:

1. Principal agrees to indemnify, protect, defend, and hold harmless the Township and its elected and appointed officers, agents, and employees from any and all claims, demands, costs, or liability arising from or connected with the undertaking provided hereunder due to the negligent acts, errors, or omissions of Principal. Principal will reimburse the Township for any expenditure, including reasonable attorney's fees, incurred by the Township in enforcing the terms of this Agreement, or incurred by the Township in defending against claims ultimately determined to be due to negligent acts, errors, or omissions of the Principal.
2. Principal does herewith post security in the amount of \$_____ for which Township acknowledges receipt.
3. Inspection
 - a) The Principal shall insure the inspections required by the Township's Grading Ordinance are completed by the Principal's Engineer.
 - b) The Principal's Engineer agrees to conduct and document all inspections as required by Ordinance.
 - c) Certification of Completion - Upon completion of the grading as approved by the Engineer, the Principal's Engineer shall issue to the Township a Certification of Completion, which will certify that all work, grading, filling as stipulated in the permit has been completed in compliance with the approved plans and specifications and the Township Ordinance requirements. Copies of all inspection reports shall also be submitted with the Certificate of Completion Document.
 - d) If required by the Township the Principal agrees to escrow funds in the amount of \$_____ with the Township. These funds shall be used by the Township to offset the cost of inspections by the Township Engineer or his agent. Further, the applicant agrees to pay additional funds if this fund is fully drawn down. All funds remaining in the escrow account shall be returned to the applicant when the project is completed
4. The bond and remaining escrow funds, if applicable, shall be released when the following conditions are met:
 - a) If Principal complies with all the provisions of the Grading Ordinance and other applicable laws, and ordinances; and
 - b) Complies with all of the terms and conditions of the permit for excavation or fill to the satisfaction of the Township Engineer; and
 - c) Completes all of the work contemplated under the permit within the time limit specified in the permit, and any extension or extensions thereof, or completes the work to a safe condition satisfactory to the Township Engineer, the security shall be released.
5. Expiration of Permit - Every grading permit shall expire by limitation and become null and void if the work authorized by such permit has not been commenced within six (6) months or is not completed within one (1) year from the date of issue, provided that the Engineer may, if the permit holder presents satisfactory evidence that unusual difficulties have prevented work being completed within the specified

time limits, grant a reasonable extension of time, and, provided further, that the application for the extension of time is made before the date of expiration of the permit.

6. a) If principal, or its heirs, successors, executors, administrators, or assigns fails to comply with the aforementioned requirements, the Township Engineer may order the work required by the permit to be completed or put in a safe condition to his satisfaction.

b) The security shall be used as necessary to pay for the completion of this work. After completion of the work, any funds remaining in this bond shall be refunded to the Principal.

c) If the cost of the work exceeds the amount of this bond, Principal hereby agrees to reimburse the Township for such excess costs.

d) Principal agrees that if the Township brings suit to collect for the work contemplated by this permit that the reasonable attorney's fees as fixed by the court shall be paid by the Principal.

7. Principal hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Agreement, the work to be performed there under, with the specifications accompanying the Agreement, shall in any way affect its obligations on this bond. Principal hereby waives notice of any such change, extension of time, alteration, or addition to the terms of the Agreement, the work, or the specifications.

8. Special Conditions -

Dated: _____

Principal:

(Signature)

(Printed Name)

(Title)

Address

Permit Number: _____

Principal's Engineer:

(Signature)

Phone Number

(Printed Name)

Address
