

**LICENSE – PERMIT BOND**

KNOW ALL MEN BY THESE PRESENTS, that we, \_\_\_\_\_

\_\_\_\_\_

(hereinafter called the Principal), and \_\_\_\_\_

\_\_\_\_\_

(hereinafter called the Surety), are held and firmly bound unto \_\_\_\_\_

\_\_\_\_\_

(hereinafter called the Obligee), in the full and just sum of \$50,000 (Fifty Thousand Dollars), lawful money of the United States, for the payment of which, well and truly to be made, we bind ourselves, our heirs, and administrators, executors, successors and assigns, jointly and severally, firm by these presents.

WHEREAS, the above named Principal has made application and may make further application to the Obligee for permission to perform work within the Obligee's roads AND/OR Right of Way, whether at, in, under, along, cutting through or boring beneath roadways to install facilities and/or equipment of various types over, under, along, across or beneath the Obligee's roads as described in the application or applications, and as a condition precedent to granting such permission to perform any work by the Principal, the Obligee has required the furnishing of a bond.

NOW, THEREFORE, the condition of the above obligation is such that if the above named Principal shall move the vehicles and/or equipment or perform work within the right of way as described in any and /or all of the applications filed by the above named Principal on and after the date of the execution of this obligation over the Obligee's roads (including the shoulders of the roadway), bridges, and culverts in the manner designated by and with the permission of said Obligee, and shall well and truly pay for all damages to said roads (including wearing surface, base, road shoulders and berms), bridges, culverts, ditches, traffic control devices, intersections and any other structures and features thereof or related thereto which are and/or may be caused by the movement of such vehicles and/or equipment or the performance of any work at, in, under, along, cutting through or boring beneath the roadway by the named Principal or his authorized agent, over the road(s) and/or Right of Way of the Obligee and all there from, and any fines or penalties to which the said Principal or his authorized agent become liable to pay, and shall save the Obligee harmless in and/or from any and all suits, claims for damages and/or proceedings arising out of the movement of any of said vehicles and/or equipment over said roads, bridges, and culverts, and shall observe all terms and conditions of the

permission granted to said Principal on and after this date of this obligation, then this obligation to be void; otherwise to remain in full force and effect in law.

PROVIDED HOWEVER, that the said Surety may cancel this bond at any time by giving THIRTY (30) days' notice in writing, by United States Mail, Certified Mail, Return Receipt Requested, addressed to the Oblige, and that THIRTY DAYS AFTER the actual receipt by the Obligee of such written notice, the Surety's further liability shall be terminated, provided, however, that the service of such written notice shall not be construed to waive, release or forego any obligations which may have arisen prior to the effective date of such written notice.

LET IT FURTHER be understood that in no event shall the aggregate liability of the Surety exceed the penal amount herein states.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Witness as to Principal

\_\_\_\_\_  
Principal

\_\_\_\_\_  
Surety

BY: \_\_\_\_\_  
Attorney-in-Fact

EFFECTIVE DATE: \_\_\_\_\_

EXPIRATION DATE: \_\_\_\_\_