

CITY OF CHENEY
RIGHT OF WAY PERMIT BOND

Bond No. _____

WE _____ as PRINCIPAL and _____ ,
corporation organized and existing under the Laws of the State of _____ and authorized to transact a surety business
in the State of Washington, as SURETY, are held firmly bound and indebted to CITY OF CHENEY, as obligee in the penal sum of
_____ Dollars (\$ _____), lawful money of the United States, for the payment of which sum we
bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally.

The condition of the foregoing obligation is that the PRINCIPAL is making application for permit to encroach upon CITY OF CHENEY rights-of-way for the purpose of making installations, excavations, fills, or obstructions and is required in part by CITY OF CHENEY Municipal Code, to file this undertaking with the CITY OF CHENEY Engineer, conditioned:

1. To guarantee satisfactory completion of the proposed installation or work in compliance with the conditions of the permit;
2. To guarantee payment of any and all costs incurred by the CITY OF CHENEY Engineer in connection with the proposed installation work;
3. To indemnify CITY OF CHENEY for damages to any street, pavement, sidewalk, curb, or any of its property resulting from work authorized by the permit;
4. To warranty the road repairs or construction for a period of two years from the date of final inspection thereof.
5. To indemnify and hold harmless CITY OF CHENEY against all liabilities, judgments, costs, and expenses which may in any way accrue against it in consequence of the installation or work authorized by the permit;
6. To pay all lawful claims for injury or damage to persons or property occasioned by or in any way arising out of such installation or work authorized by the permit and such bond shall inure to the benefit of any person damaged in person or property by such installation or work.

Upon failure of the PRINCIPAL to comply with the requirements stated herein, the OBLIGEE shall look to the SURETY for satisfaction to the extent of this bond.

The PRINCIPAL and SURETY agree that this bond shall be and remain in full force and effect for the period of _____ from the date of execution, and that any change, alteration, or addition to said permit or permits shall not in manner release either the PRINCIPAL or the SURETY from the obligations of this bond, and said SURETY hereby waives notice of any such change, alteration, or addition to said permit. It is further agreed that the expiration of this bond shall not relieve the SURETY from any obligation incurred hereunder prior to such expiration.

If the sum total of the aforesaid fees and charges become equal to the amount of this bond, PRINCIPAL shall be required to increase the amount of the bond in such an amount as may be determined by the CITY OF CHENEY Engineer to be sufficient to protect the public interest. If the amount of the bond is not so increased, the PRINCIPAL and SURETY agree that any permits issued in connection with this bond shall be null and void.

This bond may be cancelled by the SURETY by filing written notice of intention to do so with the CITY OF CHENEY Engineer not less than thirty (30) days prior to such date of cancellation.

In the event of such cancellation, the right of the PRINCIPAL to operate under said permit shall be suspended immediately until such time as an additional bond is filed.

WITNESS our hands this _____ day of _____, 20 ____ .

RETURN TO:

CITY OF CHENEY ENGINEER
112 ANDERSON RD
CHENEY, WA 99004

Principal

Surety

BONDING COMPANY: _____

ADDRESS : _____

CITY, STATE : _____

ZIP CODE, PHONE # : _____

BY: _____

TITLE: _____