



Western Surety Company

CITY OF GENEVA, ILLINOIS
RIGHT-OF-WAY PERMIT BOND

Bond No. _____

KNOW ALL PERSONS BY THESE PRESENTS:

That we, _____, of _____, as Principal, and WESTERN SURETY COMPANY, a corporation duly licensed to conduct surety business in the State of Illinois, as Surety, are held and firmly bound unto the City of Geneva, as Obligee, in the penal sum of FIFTY THOUSAND DOLLARS (\$50,000.00) lawful money of the United States, for the payment of which well and truly to be made, we bind ourselves and our legal representatives, jointly and severally, firmly by these presents.

THE CONDITIONS OF THE ABOVE OBLIGATION ARE SUCH, that:

Principal desires to conduct business as a contractor in the public rights-of-way within the City of Geneva, and provides this bond to satisfy the permit requirements of Section 8-1-2 of the City of Geneva, Illinois City Code and it may be necessary from time to time from and after _____, for the Principal, through its agents and employees, to enter into the surface of any street, alley or public way in the jurisdiction of said Obligee for the purpose of installing or repairing its facilities and for other purposes.

NOW, THEREFORE, if the Principal in the entering into the surface of the streets, alleys, or public way, shall conform strictly to all requirements of law; shall cut open and restore such pavement according to established grade, shall remove all debris after the completion of any project or portion thereof; shall repair or replace any restored pavement, repair all damage to the alleys, streets, and public ways, including any facility equipment or pipe lines contained therein, which within one year of the above stated effective date becomes defective because of defective or inferior workmanship or materials then this obligations shall be void, otherwise, to remain in full force and effect.

IT IS HEREBY AGREED AND UNDERSTOOD, that:

- (1) Regardless of the number of years this bond shall remain in force and the number of annual premiums paid thereafter, the aggregate liability of the Surety hereunder is limited to the penal sum of this bond and any payment or payments made shall reduce the amount of the bond to the extent of such payment or payments.
- (2) The Surety reserves the right to cancel this bond by giving thirty (30) days written notice to the obligee and on the effective date of such thirty (30) day cancellation notice, the Surety is discharged and relieved of any liability, it being understood and agreed, however, that the said principal and said Surety will be liable for any loss accruing up to the effective date of said thirty (30) day cancellation notice, in no event, however, in excess of the penalty of the bond.

SIGNED, SEALED AND DELIVERED this _____ day of _____, _____



Principal: _____

By: _____ (Printed name and title) *ger*

WESTERN SURETY COMPANY, Surety

By: _____, Vice President

Power of Attorney must be attached to the bond to be valid.