

Bond No. \_\_\_\_\_

**PERMIT BOND FOR CUTTING PUBLIC RIGHT OF WAY**

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned \_\_\_\_\_ as Principal and \_\_\_\_\_ as Surety, are hereby held and firmly bound unto the CITY OF WAYNE AND/OR COUNTY OF ALLEN, STATE OF INDIANA, in the penal sum of \$5,000.00, for the payment of which well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns:

DATE THIS; \_\_\_\_\_

The condition of the above obligation is such that, whereas, the above named is bonded, for a period of one year, beginning \_\_\_\_\_ and ending \_\_\_\_\_, for a permit (or permits) with the Fort Wayne Board of Public Works, Right of Way Department, and/or the Allen County Highway Department, to cut public right of way. This bond expires by limitation and may be continued by a bonding company renewal certificate received in this office.

NOW, IF SAID \_\_\_\_\_ (Principal-Applicant) shall well and faithfully do and perform the things agreed by the \_\_\_\_\_, (Principal-Applicant) to be done and performed according to the terms of said permit and shall pay all lawful claims of the contractors, material, man and laborers for labor performed and materials furnished, or other services rendered in the carrying forward, performing, and completing of said permits (on file with the City Right of Way Officer under the City of Fort Wayne Board of Public Works and/or the Allen County Highway Department), then this obligation shall be void, otherwise, the same shall remain in full force and effect, it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder, shall in no event exceed the penal sum of this obligation as herein stated.

The SURETY MAY ELECT TO CANCEL THIS BOND AND BE RELEASED FROM FURTHER LIABILITY HEREUNDER, BY GIVING THIRTY DAYS WRITTEN NOTICE IN ADVANCE TO THE RIGHT OF WAY PERMIT OFFICE, OF SAID CITY AND/OR COUNTY, but cancellation shall not effect any liability incurred or accrued thereunder prior to the termination of the thirty day period set out in said Notice of Cancellation.

IN WITNESS WHEREOF, WE HEREUNTO SET OUR HANDS AND SEALS THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
SURETY (ATTACH POWER OF ATTORNEY)

\_\_\_\_\_  
PRINCIPAL

Agency \_\_\_\_\_

Address: \_\_\_\_\_ Phone No. \_\_\_\_\_

RETURN TO: RIGHT OF WAY DEPARTMENT  
CITY OF FORT WAYNE  
EKK GPUUS WCTG  
422'DGTT[ 'UV0'UVG0432  
FORT WAYNE, IN 46802