

**CITY OF PADUCAH
RIGHT OF WAY BOND**

Bond No. _____

Effective Date: _____

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the City of Paducah, Kentucky will issue to the undersigned,

_____ a permit or permits to open or excavate in certain streets, sidewalks, grass plots, or other public ways of the City of Paducah from time to time, subject, however, to the approval of the City Engineer of each excavation before the same shall be made pursuant to an ordinance of the City of Paducah entitled "AN ORDINANCE REGULATING THE DIGGING, OPENING OR EXCAVATING IN ANY STREET, SIDEWALK, GRASS PLOT, ALLEY OR OTHER PUBLIC WAY OF THE CITY OF PADUCAH, KENTUCKY, AND FIXING THE PENALTY FOR ANY VIOLATION THEREOF", which was adopted by the Board of Commissioners on September 24, 1946; and

WHEREAS, it is provided in said ordinance that before permits shall be issued to any person, firm, company, or corporation to make openings or excavations, there shall be executed and delivered to the City of Paducah, Kentucky, a bond with corporate surety to be filed with the Board of Commissioners, said bond to be in an amount fixed by the City Engineer to cover the cost of replacing, back-filling or reconstructing the openings made in streets, sidewalks, grass plots, alleys or other public ways in a manner to be approved by the Engineering Division Construction Inspector; and

WHEREAS, the City Engineer has fixed the amount of this bond at

_____ (_____) Dollars;

NOW, THEREFORE, We, _____

_____, as

Principal, and _____, as Surety, are held and are

firmly bound unto the City of Paducah, Kentucky, in the sum of

_____ (_____) Dollars, for the payment of which we as Principal and as Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly, by these presents, and which amount shall be paid to the City of Paducah upon a breach of any of the terms of this bond, to-wit:

The said Principal will complete the work set out in each special application and permit granted thereon, and restore the street, sidewalk, grass plot, alley or other public way in which such excavation is made either to its former condition or in a manner satisfactory to the Engineering Division Construction Inspector, and shall restore the same within the time set out in said permit, or within such extensions of time as may be granted in writing by the City Engineer and should said Principal fail or refuse to perform such work in the manner provided or within the time provided, then the City of Paducah shall have the right, at any time thereafter, to take all necessary steps and furnish all necessary materials and labor to restore said street, sidewalk, grass plot, alley or other public way to its former condition or in a manner satisfactory to the Engineering Division Construction Inspector, and charge the costs of same to the Principal, the amount thereof to be determined by the City Engineer, and the said Principal, together with the Surety thereon, shall pay, upon demand thereof, to said City, a sum equal to the amount of the costs incurred by said City and as determined by the City Engineer in restoring said street, sidewalk, grass plot, alley or other public way, and furnishing the labor and the material therefore, and if the payment thereof is refused, then said amount shall become a liquidated damage claim against the said Principal and Surety, jointly and severally, upon which an action may be instituted in any court of competent jurisdiction for the recovery thereof.

But upon compliance by the said Principal with all the requirements of the permit,

and the fulfillment of all the obligations assumed in the application for said permit, hereinbefore referred to, and upon compliance on the part of the Principal with all of the terms and conditions set out in said ordinance, hereinbefore referred to, then in so far as the permit for the particular excavation permit for which has been granted, this bond shall become null and void, but shall remain in force and effect as to all other permits which may have been granted, or may thereafter be granted, in like manner, until the terms and conditions of each and every permit granted have been fully and completely complied with by the said Principal, and a failure to comply with any one permit, or the terms of said Ordinance, hereinbefore referred to, shall be considered a breach of conditions of this bond, but in no event shall the said Principal or Surety, by reason of the execution of this bond, be found or held responsible to the said City of Paducah in any sum greater than the amount of the original sum, hereinbefore set out.

The Surety may at any time may cancel this bond by giving sixty (60) days written notice to the City of Paducah, Kentucky, at its office in Paducah, Kentucky, and by sending a copy of such cancellation notice to the Principal at his last known place of business, the Surety, however, remaining liable for any default under this bond committed prior to the expiration of such sixty (60) day period.

IN TESTIMONY WHEREOF, _____,
as Principal, and _____,
as Surety, have hereunto affixed their names this _____
day of _____, _____.

PRINCIPAL

ATTEST:

BY: _____

SURETY

ATTEST:

BY: _____

SURETY SOLUTIONS