

STATE OF ALABAMA
MOBILE, COUNTY

KNOW ALL MEN BY THESE PRESENTS: That we _____
As Principal, and _____ as Surety, are held
and firmly bound unto the CITY OF MOBILE, ALABAMA, in the penal sum of _____
for the payment of which well and truly to be made, we hereby bind ourselves, our heirs, executors,
administrators, successors and assigns.

IN WITNESS WHEREOF, we have hereunto set our hands and affixed our seals, this
_____ day of _____

PROVIDED, HOWEVER, that this obligation is conditioned upon the above bound principal person,
namely, _____, as applicant for a right of way permit, performing all work, work
maintenance, street work area restoration and maintenance in accordance with the terms and conditions of
the permit issued by the Engineering Department of the City of Mobile, and complying with all of the laws and
ordinances of the City of Mobile applicable to such permit and the work to be performed, all of said
obligations being referred to hereafter as "the Permit Work".

NOW, THEREFORE _____ as such applicant
shall faithfully and promptly perform the Permit Work and all the conditions and requirements thereof, and
continue to maintain all work within the CITY OF MOBILE right of way for a period of two years. After the two
year period if the requirements of the permit have been met this obligation shall be null and void and of no
effect; otherwise to remain and be in full force and effect. Upon any work performed pursuant to the bond,
the two year period begins from the date of the acceptance of the work performed pursuant to the bond.

PROVIDED, further, that upon the failure of _____,
as such applicant, to promptly and efficiently prosecute said Permit Work, in any respect, In accordance with
the permit, the above bound _____ as Surety, shall
take charge of said Permit Work, and complete the Permit Work at their own expense. Said Surety may, if it
so elects, by written direction given to the CITY OF MOBILE, City Engineer, authorize the City Engineer to
complete or cause to be completed the said Permit Work at the expense of said Surety, and such Surety
hereby agrees and binds surety to pay the cost and expense of the completion of such Permit Work.

In the event said Principal shall fail or delay the prosecution and completion of said Permit Work and
said Surety shall also fail to act promptly as hereinbefore provided, then said City Engineer may cause ten
days notice of such failure, either to said Principal or Surety, and at the expiration of said ten days, if said
Principal or Surety do not proceed promptly to complete the Permit Work provided therein, the CITY OF
MOBILE, ALABAMA shall have the authority to cause said Permit Work to be done and accomplished, and
when the same is completed and the cost thereof determined, the said Principal and Surety shall and hereby
agree to pay any and all cost of said Permit Work.

The said Principal and Surety further agree as part of this obligation to pay all such damages of any
kind to person or property that may result from a failure in any respect to perform and complete said Permit
Work.

The decision of the City Engineer of the CITY OF MOBILE, ALABAMA upon any question connected
with the execution of the Permit Work, by said Principal or Surety, shall be final and conclusive.

WITNESS our hands and seals, this _____ day of _____

ATTEST:

(Name and Title)

(Signature of Applicant Official)

(Title of Officer Signing)

(Affix Seal)

Name of Surety

Legal Name of Applicant (Company) as Principal

Address

By: _____
Attorney in Fact - for Surety

NOTICE TO ALABAMA RESIDENT AGENT

Countersigned by Alabama
Resident Agent for Surety

Please print or write legibly your name and
complete address below

Name

Address

(A copy of the Power of Attorney properly executed by the Company authorizing the Agent signing above to bind the Company as Surety on this Bond must be attached hereto. Said Power of Attorney must be dated so as to correspond with the execution date of the bond)