



Bond # _____

CONTINUOUS STATEWIDE UTILITY LICENSE AGREEMENT BOND

TO COVER THE PLACEMENT AND MAINTENANCE OF UTILITIES ON UTAH DEPARTMENT OF TRANSPORTATION'S PROPERTY AND RIGHT-OF-WAY

KNOW ALL MEN BY THESE PRESENTS:

That we _____
Mailing Address: _____ Phone: _____ as Principal, and
_____ as Surety, being duly authorized to transact business

in the State of Utah, are held and firmly bound unto the UTAH DEPARTMENT OF TRANSPORTATION, as Obligee, the full sum of \$100,000. For the payment of which, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assign, jointly and severally, firmly by these presents.

The Principal has entered into a utility license agreement with the Utah Department of Transportation for the purpose of constructing, locating and maintaining overhead and/or underground facilities and related appurtenances within the state highway rights-of-way in Utah, excluding the interstate highway rights-of-way as stated in the Statewide Utility License Agreement executed on the ____ day of _____, _____.

The Principal is required to maintain this surety bond in perpetuity to guarantee the completion of the proper restoration and replacement of the state right-of-way to the extent the Principal or its utility facility causes any damage to the right-of-way, including but not limited to, roads, ditches, bridges, culverts and other appurtenances that the Principal utilizes or impacts.

The Principal has agreed to comply with the rules, regulations, condition and restrictions stated in the permit(s) issued by the Utah Department of Transportation.

If the Principal fails to complete the required work described in the permit(s), damages state right-of-way, including appurtenances and/or fails to perform the permitted work according to the applicable standards and specifications, including the conditions and limitations in the permit(s), it will be the responsibility of the Surety to arrange for the timely completion of all necessary work as required by the permit(s) and the Utah Department of Transportation.

As a part of the obligation secured hereby and in addition to the face amount specified, costs and reasonable expenses and fees including enforcing such obligation, shall be taxed as costs and included in any judgment rendered.

This bond shall be enforced for a continuous period. The Surety may terminate this bond upon giving the Utah Department of Transportation written notice by certified mail to the following address:

Utah Department of Transportation
Right-of-Way, Permits
4501 South 2700 West
PO Box 148420
Salt Lake City, Utah 84114-8420

The termination shall be effective ninety (90) days after the receipt of the notice by the Utah Department of Transportation.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

Principal Seal

Principal
By: _____

PRINT NAME
Title: _____
Date: _____

Surety Seal

Surety
By: _____

PRINT NAME
Title: _____
Date: _____

STATE OF: _____

COUNTY OF: _____

_____ Being first duly sworn, an oath, DEPOSES AND
SAYS: That he/she is Attorney-in-Fact of _____
the Surety of the foregoing bond, and that he/she is authorized to execute and deliver the foregoing obligation;
that said Company is authorized to execute the same, and has complied in all respects with the laws of Utah in
reference to begin sole surety upon bonds, undertakings and obligations.

MAILING ADDRESS OF SURETY COMPANY

Phone: _____

PHONE OF SURETY COMPANY

Signed

PRINT NAME

Subscribed and sworn to me before this _____ day of _____, _____.