

TO COVER MULTIPLE ENCROACHMENTS ON THE UTAH DEPARTMENT OF TRANSPORTATION'S PROPERTY AND RIGHT-OF-WAY PER R930-7-6(6)(b)(ii)

Bond Number	
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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 ("UDOT"), as Obligee, the full sum of \$_____. 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 obtained or is about to obtain from UDOT an encroachment permit(s) to perform work on, about, below or adjacent to a highway as specified in the permit(s), which is incorporated into this bond by reference.

The Principal is required to guarantee the completion of the permitted work, proper restoration and replacement of the state right-of-way to the extent the Principal causes any damage to the right-of-way, including but not limited to, roads, ditches, bridges, culverts and other appurtenances that the Principal utilized or impacted during the permitted work and warranty the permitted work for **a period of 3 years** from the date of completion of the permitted work.

The Principal has agreed to comply with the rules, regulations, condition and restrictions stated in the permit(s).

If the Principal fails to complete the required work described in the permit, damages UDOT property or state highway 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 completion of all necessary work as required by the permit(s) and UDOT.

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 deemed continuous in form and shall remain in full force and effect for any work performed by permit(s) before this bond is terminated. This bond may be canceled by the Surety by giving 90

days' notice in writing to UDOT by certified mail to the following address:

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

The termination shall be effective 90 days after the receipt of the notice by UDOT.

The Surety's aggregate liability shall not be more than the penal sum of this Bond.

IN WITNESS WHEREOF, the parties have set their hands and seals this _____ day of _____ 20____.

Principal Seal

By: _____
Principal

Title: _____

Date: _____

Surety Seal

By: _____
Surety

Title: _____

Date: _____

STATE OF: _____

COUNTY OF: _____

_____ being first duly sworn, an oath, DEPOSES AND SAYS: that (s)he is Attorney-in-Fact of _____ the Surety of the foregoing bond, and that (s)he 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 OF SURETY COMPANY

Signed

Print Name

Subscribed and sworn to me before this _____ day of _____, 20____.