

RIGHT OF WAY BOND

KNOW ALL MEN BY THESE PRESENTS:

That, _____, as Principal,
and _____ as surety, are held and firmly bound unto
the City of Montgomery, as Obligee in the sum of _____ Dollars
(\$ _____) to be paid to said Obligee, its successors and assigns, for the payment thereof, well and truly to be
made, we jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns firmly by
these presents.

The conditions of the above obligation are such that,

WHEREAS, the Principal is an applicant for an excavation within the public right of way (install
driveway-new construction approach) and,

WHEREAS, the said Principal will conform in all respects to the ordinances and building codes of the
Obligee while performing excavation work.

WHEREAS, the effective date of this bond is _____.

NOW, THEREFORE, if the license shall be issued to the Principal who shall conform to the ordinances
and codes of the Obligee, then this obligation shall be void. Otherwise, the same shall remain in full force and
effect.

IT IS FURTHER AGREED AND UNDERSTOOD, that the Surety Company reserves the right to cancel
this bond by giving thirty (30) days' notice to the said Obligee, and upon receipt of such cancellation notice, the
Surety is relieved of any further liability. The said Surety will be liable for loss accruing up to the effective date of
said cancellation notice, in no event, to exceed the penalty of this bond.

Signed by us, this _____ day of _____, 200__.

Principal

Title

Surety (Insurance Company)