

**CITY OF VIRGINIA BEACH**  
**RIGHT OF WAY IMPROVEMENTS**  
**CORPORATION PERMIT PERFORMANCE BOND**

**KNOW ALL MEN BY THESE PRESENTS**, that \_\_\_\_\_  
located at \_\_\_\_\_ as **PRINCIPAL**, a **CORPORATION**  
organized and existing under the law of the State of \_\_\_\_\_ and authorized to transact  
business in the Commonwealth of Virginia, hereinafter called **PERMITTEE**, and  
\_\_\_\_\_, as **SURETY**, a Corporation organized and existing under  
the law of the State of \_\_\_\_\_ with an office and usual place of business at  
\_\_\_\_\_ and authorized to transact business in the  
Commonwealth of Virginia, hereinafter called **SURETY**, are held firmly bound unto the **CITY OF**  
**VIRGINIA BEACH, VIRGINIA**, as Obligee, hereinafter called **CITY**, in the amount of  
\_\_\_\_\_ Dollars (\$ \_\_\_\_\_), for the payment  
whereof Permittee and Surety bind themselves, their heirs, executors, administrators, successors and assigns,  
jointly and severally, firmly by these presents:

**WHEREAS**, Permittee has pursuant to the Code of the City of Virginia Beach applied for and has  
been granted by the City a Permit Number \_\_\_\_\_ to perform construction work and install  
improvements to be located at \_\_\_\_\_ with  
and upon public right-of-way, easements or other public property of the City in accordance with the permit  
application(s) and site plan(s) filed therewith, which application(s), site plan(s) and permit(s) are combined  
and by reference made a part hereof and hereinafter referred to as the Permit.

**NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION** is such that, if the above  
bounden Permittee shall in all respects promptly and faithfully perform and complete all work specified in  
and/or described by the Permit and comply with the requirements as set forth in the Code of the City of

Virginia Beach, and shall indemnify and save harmless the said City against or from all costs, expenses, damages, injury or loss to which the said City may be subjected by reason of any wrongdoing, misconduct, want of care or skill on the part of said Permittee, his agents or employees, in the execution or performance of said Permit, and shall pay all just claims for damages and injury, whether to persons or to property, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the City.

**IN WITNESS WHEREOF**, the signature of the Permittee and the signature of the Surety by its Attorney-in-fact and its corporate seal duly attached by their Attorney in fact, hereunto affixed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**ATTEST:**

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
President

\_\_\_\_\_  
Surety Company

\_\_\_\_\_  
Surety Company

Address: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

By: \_\_\_\_\_  
Licensed Resident Agent

By: \_\_\_\_\_  
Attorney-in-Fact      **Signed and Seal**

Phone#: \_\_\_\_\_

Fax#: \_\_\_\_\_

Bond #: \_\_\_\_\_