

CITY OF VIRGINIA BEACH
RIGHT OF WAY IMPROVEMENTS
VIRGINIA PARTNERSHIP PERMIT PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that _____
located at _____ as **PRINCIPAL**, a **VIRGINIA PARTNERSHIP** 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:

General Partner

Partnership

(SEAL)
General Partner

Surety Company

Address: _____

City/State/Zip _____

By: _____
Licensed Resident Agent

Phone#: _____

Fax#: _____

Bond #: _____

Surety Company

Address: _____

City/State/Zip: _____

By: _____
Attorney-in-Fact **Signed and Seal**