



2010 Land Use Permit Regulations

LUP-SB

Surety Bond

August 26, 2014

BE KNOWN THAT WE \_\_\_\_\_ as Principal, and \_\_\_\_\_, a corporation duly incorporated under the Laws of the State of \_\_\_\_\_, as Surety, are held and firmly bound unto the Commonwealth of Virginia in the full and just sum of \_\_\_\_\_ U.S. Dollars (\$ \_\_\_\_\_), to be paid to the Commonwealth of Virginia to the payment whereof we hereby bind ourselves and our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents, sealed and dated this \_\_\_\_\_ day of \_\_\_\_\_ (month), 20 \_\_\_\_\_ (year).

WHEREAS, The said Principal hereunder has been or will be granted permit(s) authorizing one or more of the following activities;(A) to move house property upon public highways of Virginia (B) to cut surface of the highways of Virginia, or to tunnel under such highways; (C) to install and/or erect and maintain telephone, electric power lines, water, sewer, gas or other utilities on, under or over such highways, bridges or tunnels;(D) to install an entrance or tie-in into a public roadway and/or grading upon the Right -of- way; or (E) for the following purposes: Explain below exact purpose(s) for which surety coverage is being obtained:

\_\_\_\_\_  
\_\_\_\_\_

Work to be performed in the county, city or town of: \_\_\_\_\_

THEREFORE, The conditions of this obligation are such that if the said Principal shall in all respects comply with the terms and conditions of said permit(s), and fully meet and perform obligations thereunder in accordance with requirements for permits as set forth in the Land Use Permit Manual in effect at time of permit issuance, and shall satisfactorily complete the work permitted, and shall indemnify and save harmless the Commonwealth of Virginia against and from all loss, cost, expense damage or injury to highways and bridges and to persons and property lawfully on such highways, growing out of the granting of such permit(s) to said Principal, then this obligation be void, otherwise to be and remain in full force and virtue.

NOW, THEREFORE, It is expressly understood that this Bond may be canceled by the Surety at the expiration of sixty (60) days from the date which the Surety shall have lodged with the Commonwealth Transportation Commissioner or his designees written notice to so cancel. This provision, however, shall not operate to relieve, release or discharge the Surety from any liability already accrued, or which shall accrue, on permits issued before the expiration of the sixty-day period. Bonds securing performance on specified active permit(s) may be canceled only upon satisfactory completion of permit(s), as determined by the Department Engineer. NOTE: Continuous Bond cannot be canceled unless facilities covered by the permit have been removed from the Right -of-way, or the principal has arranged for replacement surety protection. ALL permit work covered under section (C) above shall be covered by a bond at all times.

Said principal and surety, being properly authorized, have caused these presents to be executed and their seals affixed the day and year first above written.

Surety name _____	Principal name _____
Bond number _____	TAX ID # or DMV ID # _____
Address _____	Address _____
City _____ State _____ ZIP _____	City _____ State _____ ZIP _____
Contact person _____	Contact person _____
Telephone number _____	Telephone number _____
Attorney-in-Fact Name _____	Signature _____
Signature _____	

**POWER OF ATTORNEY AUTHORIZATION TO BE ATTACHED  
Acknowledgement of Principal**

**Attorney-In-Fact  
(Seal)**

STATE OF \_\_\_\_\_ COUNTY / TOWN / CITY OF \_\_\_\_\_  
I, the undersigned, a Notary Public in and for the County / Town / City aforesaid, in the State aforesaid, do certify that,  
\_\_\_\_\_ whose name as Principal is signed to  
the foregoing writing bearing date this \_\_\_\_\_ day of \_\_\_\_\_ (month), 20\_\_\_\_ (year), personally appeared  
before me and acknowledged the same.

Given under my hand this \_\_\_\_\_ day of \_\_\_\_\_ (month), 20\_\_\_\_ (year)

My Commission expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

**Affidavit and Acknowledgement of Surety**

STATE OF \_\_\_\_\_ COUNTY/TOWN/CITY OF \_\_\_\_\_  
I, the undersigned, a Notary Public in and for the County/Town/City aforesaid, in the State aforesaid do certify that,  
: \_\_\_\_\_ (Name of Attorney in Fact)  
personally appeared before me and made oath that he is \_\_\_\_\_  
(Title) of the \_\_\_\_\_ (Name of Surety), that he is duly authorized to execute the foregoing  
bond by virtue of a certain power of attorney of said company; that said power of attorney has not been revoked; that the  
said company has complied with all the requirements of law regulating the admission of such companies to transact  
business in the State of Virginia; that the said company holds the certificate of the Commissioner of Insurance authorizing it  
to do business in the State of Virginia; that it has a paid-up cash capital of not less than \$250,000; that the paid-up capital  
plus the surplus and undivided profits of said company is \$ \_\_\_\_\_ ; that the penalty of the foregoing bond is not  
in excess of ten percentum of said sum; that the said company is not by said bond incurring in the aggregate, on behalf or  
on account of the principal names in said bond, a liability for an amount larger than one-tenth of its paid-up capital, plus its  
surplus and undivided profits; that the said company is solvent and fully able to meet promptly all its obligations, and the  
said \_\_\_\_\_ (Attorney in fact name) thereupon, in the name and on behalf of the said company,  
acknowledged the foregoing writing as its act and deed.

Given under my hand this \_\_\_\_\_ day of \_\_\_\_\_ (month), 20\_\_\_\_ (year)

My Commission expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

Original to be filed with the Virginia Department of Transportation  
Request for Land Use Permit Surety Bond Cancellation may be addressed to:  
Virginia Department of Transportation

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