



BOYD COUNTY FISCAL COURT

ENCROACHMENT BOND
(Attach Standard Power of Attorney)

County: Boyd Bond Number: _____ Permit Number: _____ Effective Date: _____

KNOW ALL MEN BY THESE PRESENTS: That we _____, in the City of _____ State of _____, as Principal, and _____, in the City of _____ State of _____, as Surety, are held and firmly bound unto the County of Boyd, for the use and benefit of the County of Boyd and Boyd County Fiscal Court (hereafter "County") located at 2800 Louisa Street, Catlettsburg, Kentucky, County of Boyd, oblige, in the penal sum of \$80,000.00 (per mile), lawful money of the United States for the payment of which well and truly be made, we bind ourselves, our heirs, executors, administrators, and assigns, jointly and severally, firmly by these presents. (\$80,000.00 X _____ miles = \$_____)

The condition of the foregoing obligation is such that whereas the said _____ shall be engaged in commercial activity reasonably anticipated to cause or contribute to excessive wear, car or damage to County owned roadways, rights-of-way, easements and the like (the "encroachment").

Whereas, the County requires a cash bond indemnity of said principal and good and sufficient surety, payable to the County, for the use and benefit of the County and conditioned upon the permitted encroachment being completed in accordance with the approved permit and being guaranteed that all non-conforming aspects of the encroachment can be corrected without expense to the County, by the said principal:

Now, therefore, if the above bounden principal shall faithfully and honestly complete the encroachment in accordance with County's requirements or if the encroachment for which the said permit is granted fails to meet all specification(s), or if consent of the said permit is revoked by the County, the above bounden principal shall properly restore the right-of-way and/or roadway or surfacing in accordance with the County requirements, and if thereafter such restoration has been completed then this obligation shall be null and void; otherwise to remain in full force and effect until completion of the encroachment has been duly accepted by an authorized agent of the County.

That this obligation shall remain in full force and effect until terminated in writing by the County. Allow 30 days from permit release for bond refund.

THE UNDERSIGNED [being duly authorized representative(s) or owner(s)] DO AGREE TO ALL TERMS AND CONDITIONS.

In witness thereof, we, the parties, have set our hands and seals on this the _____ day of _____, _____.

Bonding Agent/Corporate Insignia

Mailing Address

City, State, Zip Code

Phone Number

Principal

BY: _____

Surety

BY: _____

Attorney-in-Fact