

**SUGARCREEK TOWNSHIP
Encroachment Bond**

Bond: _____

KNOW ALL MEN BY THESE PRESENTS, that we

located at _____,

as Principal, and _____,

authorized to conduct surety business in the State of Ohio, as Surety, are held and firmly bound unto

Sugarcreek Township, Ohio, as Obligee, in the full and just sum of _____

(\$ _____) for the payment of which will and truly to be made, in lawful money of the United

States, we do hereby bind ourselves, successors, assigns, heirs and personal representatives.

WHEREAS, the Principal desires to construct either a driveway approach or sidewalk within the Obligee's right-of-way at the following described location(s):

with certain related bondable site improvements; the satisfactory completion of which is required to be guaranteed as a condition of the approval.

WHEREAS, the bond is subject to the following conditions:

- (A) No party other than the Obligee shall have rights hereunder against the Surety.
- (B) The aggregate liability of the Surety shall not exceed the above stated bond amount for any cause or reason whatsoever.
- (C) This bond shall not be construed as a forfeiture bond
- (D) The bond may be terminated by the Surety upon giving written notice of intent to terminate by certified mail to the Obligee that termination is to become effective thirty (30) days after the receipt of said notice, notwithstanding proper termination notice, the Principal will remain bound onto the Obligee under the terms hereinabove set out for the performance of any work under agreements and permits issued before and after the date of notice of termination but prior to the effective date of termination.

NOW THEREFORE, if the said Principal shall perform all undertakings and obligations under the conditions of the permit and shall indemnify and save harmless the said Obligee from all related costs and damages, not to exceed the aggregate sum of said bond amount regardless of the number of claims, which it may occur then this obligation or bond shall be null and void, otherwise to remain in full force and effect.

SIGNED, SEALED AND DATED on this _____ day of _____, 20_____.

PRINCIPAL: _____

Attest: _____

By: _____

Typed or Printed Name

SURETY: _____

Attorney-in-Fact