

### Utility Permit (Continuing Bond)

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

KNOW ALL MEN BY THESE PRESENTS,

That we \_\_\_\_\_, as  
Principal and \_\_\_\_\_ with principal offices  
at \_\_\_\_\_ as Surety,  
are held and firmly bound unto the State of Minnesota, Commissioner of Transportation, in the sum of  
\_\_\_\_\_ AND NO/100 (\$ \_\_\_\_\_), lawful money of the  
United States of America, to be paid unto the State of Minnesota Commissioner of Transportation, its  
successors or assigns, for which payment well and truly to be made, we jointly and severally bind  
ourselves, and each of our heirs, executors, administrators, successors and assigns, firmly by these  
presents.

Sealed with our seal and dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT WHEREAS the above bounden  
\_\_\_\_\_ shall receive from  
the Obligee, State of Minnesota Commissioner of Transportation, permission in the form of Public  
Utility permits to do work in and about trunk highway right of ways as specified in each individual  
permit so granted.

NOW, THEREFORE, if the above bounden principal shall satisfactorily restore the trunk highway right  
of ways and bear the expense of engineering supervision and inspection provided by the State and for  
any expense incurred in the repairing of any damage to any portion of the trunk highway right of ways  
caused by work performed under permits so granted, then this obligation shall be void; otherwise to  
remain in full force and effect.

It is the intention of the parties that this bond is to be a continuing bond. This bond may be cancelled at  
any time by the Surety upon giving the said principal and the State of Minnesota Commissioner of  
Transportation (30) days written notice, said notice to be served by registered mail, whereupon except as  
to any liabilities or indebtedness incurred or accrued prior to the termination of this said 30 days notice,  
the liability of the Surety under this bond shall cease. The principal may terminate at any time by notice  
to the obligee.

In the event the statute, ordinance or regulation requiring this bond does not specify the time within  
which suit may be filled on this bond, then in that event no action may be brought hereunder after the  
expiration of two years following the day on which principal ceased work on any permits so included  
within the life of this bond.

IN TESTIMONY WHEREOF, The Principal and Surety have respectively caused this bond to be duly  
executed.

\_\_\_\_\_  
Surety

\_\_\_\_\_  
Principal

By: \_\_\_\_\_

By: \_\_\_\_\_