

BOND FOR FAITHFUL PERFORMANCE
ENCROACHMENT PERMIT NO. _____

We, the undersigned _____, (hereinafter "Principal ") and _____ a corporation organized under the laws of the State of _____, and authorized to transact business in the State of California, as Surety, are obligated to the City of Campbell, (hereinafter "City") a municipal corporation under the laws of the State of California, in the sum of _____ Dollars (\$_____) for the payment of which sum we obligate ourselves and our successors and assigns, jointly and severally by the following provisions:

The condition of this obligation is:

Because the obligated Principal has, on _____, 20_____, entered into written Encroachment Permit with the City for the Project, a copy of which Encroachment Permit is attached and made a part of this bond, for construction of Project _____.

Now, therefore, if the Principal shall faithfully perform the work in accordance with the plans, specifications and permit documents during the original term, and any extensions of the permit which may be granted by the City, with or without notice to the surety, and if it shall satisfy all claims and demands incurred under the permit, and shall fully indemnify and save harmless the City from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the City all outlay and expense which the City may incur in curing any default, then this obligation shall be void; otherwise to remain in full force and effect, with surety obligated to secure the full and faithful performance of all of Principal's obligations under the attached Encroachment Permit.

If any legal action be filed upon this bond, it shall be filed within one year after final payment has been made under the Encroachment Permit excluding the warranty period, if any, provided for in the Encroachment Permit, and venue shall lie in the County of Santa Clara, State of California, and that surety, for value received stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Encroachment Permit or to the work to be performed under it or the specifications accompanying it shall in any way affect its obligation on this bond, and it does by this means waive notice of any change, extension of time, alteration or addition to the terms of the Encroachment Permit or to the work or to the specifications, and thereby waives the provisions of Section 2819 of the Civil Code of the State of California.

In witness, the parties have executed this agreement as of _____, 20_____.

(Principal)

By _____

Title _____

(Surety)

By _____

Address of Surety: _____

(Attach Acknowledgements)

(Both Principal's and
Surety's Attorney in Fact)

Surety's Bond Number _____

(Accompany this bond with Attorney-in-fact's
authority from Surety to execute the bond,
certified to include the date of the bond.)