

SURETY BOND

Bond No. _____

KNOW ALL MEN BY THESE PRESENTS, that we, _____, hereinafter referred to as the Principal, and _____, a corporation organized and existing under the laws of the State of _____, as Surety, are held and firmly bound unto the City of Ann Arbor, Michigan, hereinafter referred to as Oblige, in the sum of Twenty-Five Thousand and no/100 Dollars (\$25,000.00), lawful money of the United States of America, to the payment of which sum well and truly to be made, we bind ourselves, our executors, administrators, successors, and assigns, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Oblige has issued to Principal a permit known as Right-of-Way Unilateral Telecommunications Permit, hereinafter referred to as Permit, which grants to the Principal certain rights and commits the Principal to certain obligations related to the installation and operation of telecommunications facilities within the public rights-of-way of Oblige;

NOW, THEREFORE, if the Principal shall faithfully comply with all terms and conditions of the Permit and with all applicable laws, ordinances, rules and regulations which have been or may hereafter be in force affecting said Permit, and shall save and keep harmless the Oblige from all loss, damage or expense which it may sustain or for which it may become liable on account of the issuance of said Permit to the Principal, including but not limited to expenses incurred to restore the public rights-of-way during and after use of same by the Principal, then this obligation shall be void; otherwise, to remain in full force and effect.

This bond may be canceled by the Surety by sending advanced written notice, certified mail, to the Oblige stating when, not less than 60 days thereafter, such cancellation shall be effective, after which the liability of the Surety shall cease except for claims made upon the Surety prior to the effective date of such cancellation. It is understood that the full penalty of this bond shall be

available during its effective period to secure, cover and extend to any and all obligations of the Principal to the Oblige under the license or permit, past, present and potential. It is understood that if this bond is canceled by the Surety, the Principal is obligated to provide the Oblige a substitute bond or letter of credit acceptable to the Oblige. If the Principal fails to deliver a substitute bond or letter of credit acceptable to the Oblige prior to the effective date of such cancellation, then the Oblige may claim the full penalty of this bond.

Signed and sealed this _____ day of _____, _____.

(Principal)

By: _____

Title: _____

(Surety)

By: _____

Title: Attorney in Fact _____

Approved as to form:

Stephen K. Postema, City Attorney