

THIS FORM TO BE USED IN CONNECTION WITH EACH LICENSE AGREEMENT, FOR WHICH A BOND IS REQUIRED FOR THE PERFORMANCE OF ALL THE TERMS, CONDITIONS, OF SAID LICENSE AGREEMENT.
LICENSE AGREEMENT NO. _____

STATE OF CONNECTICUT
DEPARTMENT OF TRANSPORTATION
BUREAU OF PUBLIC
TRANSPORTATION

LICENSE BOND (Rev. 8/2016)

NAME OF LICENSE HOLDER

BOND NUMBER

Know all Men by these Presents,

That we, _____ of the Town of _____, County of _____
(Licensee)

_____, and State of Connecticut, as Principal, and _____ (Bonding Company),
of the State of _____ having an office and place of business at _____

_____, as surety, are held and firmly bound unto the State of
Connecticut, in the sum of _____ DOLLARS,

lawful money of the United States, to be paid to assure completion of all work and for payment of all license fees due to the State, for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators and assigns, jointly and severally by these presents, the said bond and surety to continue to be holden to the State of Connecticut until consent to the cancellation thereof is given in writing by the Commissioner of Transportation of Connecticut or his authorizing agent.

The condition of this obligation is such, that

WHEREAS, the above named Principal has received, or may, upon his application, receive a license agreement from the State of Connecticut for the use of land on, about or adjacent to a railroad or for the use on, over or below the state railroad right of way, as is or may be particularly specified in said license agreement, to which license agreement reference is hereby made and made a part hereof; and

WHEREAS, the said Principal has undertaken and does hereby agree to comply with all the rules, regulations and restrictions of said State of Connecticut in regard to said license agreement; and

WHEREAS, the said Principal has undertaken and does hereby agree to pay a license fee for the use of the state's railroad right of way as more particularly specified in said license agreement.

NOW THEREFORE, if the said Principal fails to complete the required work described in the license agreement or fails to pay license fees due in the license agreement, it will be the responsibility of the bonding company to arrange for the completion of all necessary work as required and to arrange for the payment of any and all license fees due, to the satisfaction of the State and, if the said Principal shall well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreements specified in said license agreement, and shall well and truly save harmless and indemnify the said State of Connecticut and the Commissioner of Transportation of said State, or either of them, from damages and costs that the State of Connecticut of the Commissioner of Transportation may suffer, be liable for, or be compelled to pay, or in fact does pay, for any injuries or damages which may be caused by any action or work being carried on either by the said Principal, his servants, agents or employees, under any license agreement issued or which may be issued by said State of Connecticut or its authorized agent, or by reason of negligence or violation of any law on the part of said Principal, his servants, agents, or employees, and, further, indemnify said State of Connecticut for any expenses that said State of Connecticut or the Commissioner of Transportation may suffer, be liable for, or be compelled to pay, or in fact does pay for any required adjustments to the railroad and its facilities to a comparable condition, including but not limited to removing signage, removing pavement, refilling openings or excavations, removing and/or replacing track infrastructure, removing trees, tree stumps and other obstructions, replacing drainage involving track infrastructure and restoring track infrastructure or state property open or excavated, satisfactory to the State, as existed prior to the initiation of the work by said principal, his servants, agents or employees, then his obligation shall be void; otherwise to remain in full force and effect.

All of the provisions of the foregoing are to be subject to the present statute laws of the State of Connecticut and to any change, alteration or repeal of any existing laws as may be enacted by any future session of the Legislature of the State of Connecticut.

IN WITNESS WHEREOF, we have hereunto set our hands and seals the _____ day of

_____, in the year two-thousand _____

Witness to Licensee's Signature

_____, L. S.

Licensee's Signature

_____, L. S.

Bond Company Name

Bond Company Address

_____, L. S.
Agent Representing Bond Company