

City of Novi

Surety Bond No. _____

SMALL CELL FACILITY BOND

KNOW ALL MEN BY THESE PRESENTS: That _____
_____ as Company/Principal, whose address is _____ and
_____ as Surety, whose address
is _____

are held and firmly bound unto the City of Novi (herein called City), in the amount of Dollars
\$ _____, for the payment of which Principal and Surety bind themselves, their
heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these
presents.

WHEREAS, the City approved an application from Company/Principal to locate a small cell wireless
facility and/or construct, maintain, modify, operate or replace utility poles along, across upon and
under the Right-of-Way within the corporate boundaries of the City, pursuant to the Small
Wireless Facilities Deployment Act, Public Act 365 of 2018. Company/Principal acknowledged
receipt of the approval from the City and accepted on _____, ("Permit");
located on (address of pole) _____
and, Permit number _____.

WHEREAS, the Permit is incorporated by reference in and made a part of this Right-of-Way
Restoration Bond which is being provided to satisfy the requirement for the Company/Principal to
repair all damage to the Right-of-Way directly caused by its activities while occupying,
constructing, installing, mounting, maintaining, modifying, operating, or replacing small cell
wireless facilities, utility poles, or wireless support structures and to return the Right-of-Way to it
functional equivalent before the damage, as provided in MCL 460.1313(10).

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is that if Principal shall comply with
all of the requirements and provisions of the Permit.

Upon Principal's default in one or more obligations under the Permit and failure to cure the default
within 60 days after written notice to the Principal and Surety by the City, resulting in the
City exercising or having the right to exercise an option to perform some or all of the work
required of Principal by the Permit, and the City notifying Principal and Surety to pay City an
amount of money up to the amount of this Bond that is documented by the City as being the cost
it has or will incur in performing Principal's obligations, Surety agrees to deliver the required
payment to the City within 30 days. The City payment notice shall be sent by registered mail or
overnight delivery service.

At least 60 days prior written notice shall be given to the City by the Surety of any intention to
cancel, replace, or materially alter this bond, such notice to be given by registered mail to the
City and Principal.

PRINCIPAL

Date: _____

By: _____

On this _____ day of _____, 20_____, before me, personally appeared the above-named representative of the Principal, to me known to be the person described in and who executed the foregoing instrument.

Notary Public

_____ County

State of _____

Acting in _____ County

My Commission Expires: _____

SURETY

Date: _____

By: _____

On this _____ day of _____, 20_____, before me, personally appeared the above-named representative of the Surety, to me known to be the person described in and who executed the foregoing instrument.

Notary Public

_____ County

State of _____

Acting in _____ County

My Commission Expires: _____