

PRIVATE APPROACH

Bond No.:

KNOW ALL MEN BY THESE PRESENTS:

THAT WE, and _____ hereinafter called "Obligors", are held and firmly bound to the City of Winnipeg, hereinafter called "the Obligees", in the penal sum of , (\$.00) of lawful money of Canada, to be paid to the said The City of Winnipeg or to its certain attorney, successors or assigns for which payment well and truly to be made we bind ourselves, our heirs, executors and administrators, successors or assigns and everyone of them, forever firmly by these presents.

Sealed with our Seals and dated this

THE CONDITION of the above written Bond or obligation is such that if the above bounden Obligors, their heirs, executors and (or) administrators, do and shall from time to time, and at all times hereafter, well and truly save, defend and keep harmless and fully indemnified the said Obligees, their successors and assigns, and their lands and tenements, goods, chattels and effects of, from and against all accident, loss, costs, charges, damages and expenses which the said Obligees, their successors or assigns, or any of them at any time or times, hereafter bear, sustain, suffer, be at or be put unto, for or by reason or on account of any opening in any street, lane, avenue, or other thoroughfare made by the above named or by his agents or employees for making any private approach or walk or for any other purpose or object whatever, and do and shall replace and restore the street over such opening to as good a state and condition as that in which it was before such opening or excavation was made; and do and shall keep such opening efficiently guarded by day, and guarded and lighted by night, and keep and maintain such opening in good order to the satisfaction of the Commissioner of Works and Operations, and shall conform in all respects to the rules, regulations and By-laws of the City Council, and to any statute of the Province of Manitoba, passed in regard to streets or public highways, or anything in any manner relating thereto, and shall assume all costs and expenses which the Obligors may incur by reason of being joined as third parties in any action in which the Obligees may be sued by any person claiming to be damaged by any such opening or to have suffered injury by reason of such opening having been negligently constructed or insufficiently guarded, whether such action shall have been terminated in favour of the Obligees or otherwise, and shall also indemnify the Obligees against all costs and expense which the Obligees may be put to by reason of the Obligors causing the Obligors to be joined as third parties to such action. Then the above written Bond or obligation to be void, otherwise to be and remain in full force, virtue and effect.

PROVIDED, however, and upon the following express condition: That no liability shall arise under this Bond for any accident resulting from or arising out of openings made in any street or thoroughfare by the Licensee after the 31st day of DECEMBER, excepting reopenings made for the purpose of backfilling or repairing the street or doing other work, in connection with openings made prior to said date.

SIGNED, SEALED AND DELIVERED
in the presence of:

Witness

Principal

, Attorney-in-Fact