

BOND WITH SURETY

NO. _____

STATE OF TEXAS

§

KNOW ALL BY THESE PRESENTS:

COUNTY OF MONTGOMERY

§

§

That _____, hereinafter called the PRINCIPAL, and _____, a Corporation existing under and by virtue of the laws of the State of _____ and authorized to do business as a surety in the State of Texas, and whose principal office is located in the City of _____, State of _____, whose officer residing in the State of Texas authorized to accept service in all suits and actions brought within said State, is _____, residing in the City of _____, hereinafter called the SURETY, are held and firmly bound unto Alan B. Sadler, County Judge of Montgomery County, Texas, and his successors in office in the full sum of _____ DOLLARS (\$ _____) current, lawful money of the United States of America, to be paid to Alan B. Sadler, County Judge of Montgomery County, Texas, or his successors in office, to which payment well and truly to be made and done, we, the undersigned, bind ourselves and each of us, our heirs, executors, administrators, successors, assigns, and legal representatives, jointly and severally, by these presents.

WHEREAS the said PRINCIPAL is the owner of the following Subdivision: _____, located in Montgomery County, Texas, as per the map or plat thereof (the "Plat") approved by Montgomery County Commissioners Court and filed in Cabinet _____, Sheet(s) _____, Map Records of Montgomery County, Texas; and

WHEREAS, the Commissioners' Court of Montgomery County, Texas, has promulgated certain rules, regulations and requirements relating to Subdivisions in Montgomery County, Texas, as more specifically set out in Volume 32, Pages 128 through 179, Minutes of Commissioners' Court, and all revisions and additions as may have been or may be adopted by separate action prior to the date of this bond; same being made a part hereof for all purposes, as though fully set out herein; wherein it is provided, among other things, that the owner of a Subdivision will construct the roads and streets and the drainage requirements for the Subdivision as depicted on the Plat, in accordance with the specifications and within the time set out therein, and maintain such roads and streets and the drainage requirements for a period of not less than one (1) year following the completion thereof.

It is further stipulated and understood that the approval of the Plat of the above-named Subdivision is conditioned upon and subject to the strict compliance by the PRINCIPAL herein with the aforesaid specifications, and that the terms of said specifications, including all deletions, additions, changes, or modifications of any kind or character, constitute a contract between the County of Montgomery and PRINCIPAL; and it is understood by the PRINCIPAL that the approval of said Plat of the above Subdivision(s) was obtained only by the undertaking of the PRINCIPAL to so comply with the said regulations and specifications, and that without such undertaking such approval would have not been granted.

NOW THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above bonded PRINCIPAL, his, their, or its heirs, executors, administrators, successors, assigns, and legal representatives, and each and every one of them to do in all things well and truly observe, perform, fulfill, keep and comply with, all and singular, the rules, regulations, requirements, and specifications above referred to, including any deletions, additions, changes, or modifications of any kind or character, in the construction and maintenance of all roads and streets in and the drainage requirements for the above-named Subdivision, and that upon approval of the construction of said roads and streets and the drainage requirements by the County Engineer or Inspector, the amount held under this bond shall automatically be reduced to _____ DOLLARS (\$_____) and upon the expiration of one (1) year thereafter, the time required for proper maintenance by the above bonded PRINCIPAL thereof, and the approval of such maintenance by the County Engineer or Inspector, then this obligation is to be void and of no force and effect.

The PRINCIPAL and the SURETY hereon each agrees, binds, and obligates itself and themselves to pay to the County Judge of Montgomery County, State of Texas, for the use and benefit of Montgomery County, an amount, not to exceed the then principal sum of this bond, adequate for Montgomery County to undertake any construction or other activity necessary to bring about compliance with each and every provision contained in the rules, regulations, requirements, and specifications above referred to relating to the construction of the roads and streets in and the drainage requirements for the above named Subdivision, and further agree, bind and obligate themselves to save and keep harmless the County of Montgomery from any and all damages, expenses, and claims of every kind and character which the County of Montgomery may suffer, directly or indirectly, as a result of the PRINCIPAL'S failure to comply with the rules, regulations, and specifications relating to the construction and maintenance of the roads, streets, and drainage

requirements in the above named Subdivision. Montgomery County reserves the right to require PRINCIPAL to provide a bond from a different surety should Montgomery County deem itself insecure in the current SURETY'S ability to perform the obligations under the bond.

The word *PRINCIPAL* when used herein means PRINCIPAL or PRINCIPALS, whether an individual, individuals, partnership, corporation, or other legal entity having the capacity to contract. The words *ROADS* or *STREETS* as used herein mean each and every road or street in said Subdivision according to the Plat. The words *DRAINAGE REQUIREMENTS* as used herein mean each and every improvement necessary for the proper drainage of the Subdivision, including but not limited to ditches, detention ponds, drainage channels, swales, and drainage easements, as depicted on the drainage plans approved and signed by the Montgomery County Engineer. The word *MAINTENANCE* as used herein means all needful, necessary, and proper care and repair by the PRINCIPAL for a period of one (1) year from the completion of the roads and streets in and the drainage requirements for the Subdivision and the approval thereof by the County Engineer or Inspector. The word *SURETY* when used herein means surety or sureties and it is understood by the parties that any and all liabilities of any kind or character assumed or imposed upon the PRINCIPAL by the terms hereof extends in full force and vigor to each and every SURETY jointly and severally.

In the event of suit hereunder, such suit shall be brought in Montgomery County, Texas.

EXECUTED this _____ day of _____, _____.

PRINCIPAL

SURETY

SIGNATURE

SIGNATURE

PRINTED NAME

PRINTED NAME & TITLE

ADDRESS:

PHONE: _____

FAX: _____

ADDRESS:

PHONE: _____

FAX: _____

APPROVED THIS _____ day of _____, _____.

ALAN B. SADLER, MONTGOMERY COUNTY JUDGE

ATTEST:

MARK TURNBULL
MONTGOMERY COUNTY CLERK