

**Construction and Maintenance Bond
Galveston County
Road Construction**

Whereas, Galveston County has adopted regulations and specifications (“Regulations”) for the construction of roads entitled “Rules, Regulations, and Requirements Relating to the Approval and Acceptance of Improvement in Subdivisions or Re-Subdivisions’ and

Whereas, the Regulations may be found in Microfilm Film Code No. 300-20-2062, et seq. of the Official Public Records of the Commissioners’ Court filed in the Office of the County Clerk of Galveston County, Texas; and

Whereas, _____ (“Developer”) proposes to construct the following described road(s) and appurtenant drainage improvements (“Project”) in the following unincorporated area of Galveston County, to wit:

See attached Plat

Whereas, the Developer also desires the County to permanently accept the Project into the County Road System upon the expiration of one year of the completion of the Project; and

Whereas, the Developer also proposes to maintain the Project strictly in accordance with the Regulations (as well all subsequent deletions, additions, changes or modifications thereto of any kind or character in place at the time of construction) for a period of one year from date of completion of construction.

Whereas, as an inducement to the County to accept the Project into the County Road System the Developer is willing to execute this Performance and Maintenance Bond; and

Whereas, relying on the promises and representations made by the Developer and relying on the terms and conditions of this Bond the County has agreed that if the Project is constructed in accordance with the Regulations and if the Developer has continued to maintain and repair the Project strictly in accordance with the standards set forth in the Regulations the County tentatively and, at the expiration of the one year, will permanently accept the Project into the County Road System.

Now, Therefore Know all Men by These Presents:

That we _____, as Principal and _____, a corporation organized and doing business under and by virtue of the laws of the State of _____ and duly licensed to conduct surety business in the State of Texas, are held and firmly bound unto the County Judge of the County of Galveston and his successors in office as Oblige in the sum of _____

(\$ _____) Dollars which is in the total amount of the construction of the Project, for which payment well and truly to be made, we bind ourselves, our heirs, executors, successors and assigns, jointly and severally firmly by these presents.

The Condition of the Obligation is Such That:

The Principal agrees:

- a) to construct the Project strictly in accordance with the Regulations including, but not limited to, all subsequent deletions, additions, changes or modifications thereto of any kind or character in place at the time of construction;
- b) to maintain the Project also strictly in accordance with the same Regulations as modified commencing on the date the County agrees that construction has been completed and continuing for a period of one year or until the Commissioners' Court of Galveston County accepts, by action of the Court, permanently accepts the road(s) and appurtenant drainage structures into the County Road System, whichever date is later.

If the Principal fails to comply in all aspects to so construct the Project in accordance with the Regulations or if the Principal fails to maintain the Project until it has been permanently accepted into the County Road System then the Surety guarantees to pay Obligee all damages, costs and expenses incurred in constructing the Project, bringing the Project into conformance with the Regulations or maintaining the Project. The Surety also guarantees to pay all attorney fees incurred by the County in the collection of such funds. These guarantees shall continue in force until all obligations of the Principal have been successfully accomplished and the County has made final acceptance of the Project into the County Road System.

Furthermore, the word Principal used herein means Principal or Principals whether as individual, individuals, partnership, corporation, or other legal entity having the capacity to contract.

In Witness Whereof, the seal and signature of the Principal is hereto affixed and the corporate seal and the name of the Surety is hereto affixed and attested by its duly authorized Attorney-in-Fact this the _____ day of _____, _____.

Principal

Surety

Printed Name and Title

Printed Name and Title