

BOND

NO. _____

THE STATE OF TEXAS	§	
	§	KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF GUADALUPE	§	

THAT WE, _____ whose street address/phone is _____, hereinafter called the Principal, and _____, a Corporation existing under and by virtue of the laws of the State of _____, and authorized to do an indemnifying business in the State of Texas, and whose principal office is located at _____, whose officer residing in the State of Texas, authorized to accept service in all suits and actions brought within said State is _____, _____ and whose street address/phone is _____, hereinafter called the Surety, and held and firmly bound unto Kyle Kutscher, County Judge of Guadalupe County, Texas or his successors in office, in the full sum of _____ Dollars (\$_____) current, lawful money of the United States of America, to be paid to said Kyle Kutscher, County Judge of Guadalupe 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 proposed Subdivision(s):

located in Guadalupe County, Texas; and,

WHEREAS, the Commissioners Court of Guadalupe County, Texas has promulgated certain rules, regulations and requirements relating to Subdivisions in Guadalupe County, Texas, as more specifically set out in "Guadalupe County Subdivision Regulations" as amended; 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, streets, bridges, and drainage in the right-of-way depicted on the plat thereof, in accordance with the specifications set out therein, and maintain such roads, streets, bridges, and drainage in the right-of-way until such time as said roads, streets, bridges and drainage in the right-of-way have been approved by the Road and Bridge Administrator

and accepted for maintenance by the appropriate entity. The dedication of a public road on a plat approved by the Commissioners Court does not constitute acceptance of the road for county maintenance. Whether to accept a dedicated road into the Guadalupe County Road System is a separate action within the discretion of the Commissioners Court.

It is further stipulated and understood that the approval of the map or plat of the above named Subdivision(s) 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 Guadalupe and Principal; and it is understood by the Principal that the approval of said map or plat of the above Subdivision(s) was obtained only by the undertaking of the Principal to so comply with the said regulations and specifications within a reasonable time, as set by the Commissioners Court of Guadalupe County, Texas, and that without such undertaking such approval would have not been granted.

NOW THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above bounded Principal, his, her, 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, streets, bridges, and drainage in the right-of-way in the above named Subdivision(s) and that upon approval of the construction of said roads, streets, bridges, and drainage in the right-of-way by the Road and Bridge Administrator, and upon the approval of such maintenance by the Road and Bridge Administrator, and upon acceptance of such roads, streets, bridges, and drainage in the right-of-way by the appropriate entity legally obligated for maintenance in perpetuity, then this obligation to be void and of no force and effect.

The Principal and Surety hereon each agree, bind and obligate themselves to pay Kyle Kutscher, County Judge of Guadalupe County, State of Texas, or his successors in office, for the use and benefit of Guadalupe County, all loss or damages to it occasioned by reason of the failure of the Principal to comply strictly with each and every provision contained in the rules, regulations, requirements and specifications above referred to relating to the construction and maintenance of roads, streets, bridges and drainage in the right-of-way in the above named Subdivision(s), and further agree, bind and obligate themselves to defend, save and keep harmless the County of Guadalupe from

any and all damages, expenses, and claims of every kind and character which the County of Guadalupe 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, bridges and drainage in the right-of-way in the above named Subdivision(s).

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, Streets, Bridges, and Drainage in the right-of-way used herein mean each and every road, street, bridge, and drainage in the right-of-way in said Subdivision(s). The word Maintenance as used herein means all needful, necessary and proper care and repair from completion of the roads or streets and approval thereof by the Road and Bridge Administrator until acceptance of the roads and streets by the appropriate entity legally obligated for maintenance in perpetuity. 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 Guadalupe County, Texas.

EXECUTED this _____ day of _____.

ATTEST:

Principal

By: _____

Surety

By: _____

(SURETY TO ATTACH POWER OF ATTORNEY)