



PERFORMANCE BOND

KNOWN ALL MEN BY THESE PRESENTS:

THAT, _____ (hereinafter called the Principal), as Principal, and, _____, (hereinafter called the Surety), a corporation organized and existing under the laws of the State of _____ licensed to do business in the State of Texas and admitted to write bonds, as Surety in the State of Texas, are held and firmly bound unto, Judge _____, Ellis County Judge, or their successors in office, (hereinafter called the Obligee), in the amount of _____ Dollars (USD) (\$ _____) for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors, and assigns, jointly and severally, firmly by these presents.

NOW, THEREFORE, THE CONDITION OF TIDS OBLIGATION IS SUCH, that the roads, streets and drainage requirements for the subdivision known as _____ shall be constructed by Principal in accordance with the specifications and standards adopted by the Ellis County Commissioners’ Court and within the time set by the Court, which is two (2) years from the below date of execution of this bond, then this obligation shall be null and void; otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Chapter 232.004 of the Texas Local Government Code and all liabilities on this bond shall be determined in accordance with the provisions, conditions and limitations of said Chapter to the same extent as if it were copied at length herein.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this _____ day of _____, 20_____.

PRINCIPAL(S)

SURETY

PRINTED NAME

PRINTED NAME

TITLE

TITLE



MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, _____ as Principal(s), and the _____, a corporation existing under the laws of the State of _____ and duly authorized and licensed to do business in the State of Texas as a Surety, are held and firmly bound unto Judge _____, Ellis County Judge, or their successors in office, in the penal sum of _____ Dollars (USD) (\$_____), for the payment of which well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

Signed, sealed and dated this _____ day of _____, 20_____.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that whereas, the above-named Principal(s) did on the this _____ day of _____, 20_____ enter into a contract with Ellis County Judge _____, or their successors in office, for the construction of underground utilities, streets, roads, alleys, drainage structures, drainage ditches and channels in the subdivision, _____, to the satisfaction of the Ellis County Department of Development.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said _____ shall maintain and make good all defects appearing in the work performed by due to faulty workmanship or materials which may develop during the period of twenty (24) months from _____ the date of completion and final acceptance of said work, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, HOWEVER, That no claim, suit, or action by reason of any default of the Principal shall be brought hereunder after the expiration of twelve (12) months from the end of the maintenance period as herein set forth.

PRINCIPAL(S)

SURETY

PRINTED NAME

PRINTED NAME

TITLE

TITLE