

**CITY OF ODESSA, TEXAS**

**RIGHT OF WAY CONSTRUCTION BOND**

STATE OF TEXAS )

BOND NO. \_\_\_\_\_

COUNTY OF ECTOR )

KNOW ALL MEN BY THESE PRESENTS:

THAT we, \_\_\_\_\_, as principal, and \_\_\_\_\_, a corporation duly licensed to do business in the State of Texas, as Surety, are held and firmly bound unto the City of Odessa, Texas, in the penal sum of \_\_\_\_\_ Dollars (\_\_\_\_\_), good and lawful money of the United States of America, well and truly to be paid in Odessa, Ector County, Texas, and for the payment of which we and each of us hereby bind ourselves, our heirs, successors, executors, administrators and assigns, jointly and severally, unto the City of Odessa:

WHEREAS, the above named principal desires from time to time to construct or install improvements within public right of way;

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION ARE:

1. That said improvements shall be constructed in accordance with the Street, Alley, Water, Sewer and drainage Improvements Standards and Requirements Ordinance, the Right of Way Construction Ordinance and any other City ordinances pertaining to the type of public improvements involved; and
2. As to any alteration or disturbance of existing street, alley or public right of way improvements made in connection with the above described improvements, such streets, alleys or public rights of way shall be restored to good and safe conditions and at least as near as practical to a condition equivalent to their previously existing condition.

An action may be brought by the City of Odessa on this bond for any breach of any of the conditions of this bond. Successive actions may be brought on this bond for successive breaches of any of its conditions, provided, however, that the sum total of all liability of the surety in any one or all of such actions shall not exceed the hereinbefore specified amount of this bond. The liability of the Surety under this bond shall terminate in one year, save and except for damages and expenses incurred by the City of Odessa by reason of the subject right of way improvements not being constructed and installed in accordance with the ordinances of the City of Odessa, for which damages and expenses the Surety shall remain liable. However, this bond may be continued from year to year by certificate executed by the Surety thereon.

This bond may be cancelled by the Surety by giving thirty (30) days written notice to the City of Odessa of its intention to do so. Any such cancellation shall not relieve the Surety of the above described liabilities regarding right of way improvements for which a permit is issued to the principal prior to the effective date of such cancellation.

The undersigned and designated agent is hereby designated by the Surety herein as the Resident Agent in State of Texas to whom any requisite notices may be delivered and on whom service of process may be had In matters arising out of such suretyship, as provided by Article 7.19-1 of the Insurance Code, Version's Annotated Civil Statutes of the State of Texas.

IN WITNESS WHEREOF, this instrument is executed in \_\_\_\_\_ copy(ies),  
each one of which shall be deemed an original, this, the \_\_\_\_\_ day of \_\_\_\_\_,  
\_\_\_\_\_.

ATTEST:

PRINCIPAL

\_\_\_\_\_  
SECRETARY

\_\_\_\_\_  
BY:

\_\_\_\_\_  
Address

ATTEST:

SURETY

\_\_\_\_\_  
BY:

\_\_\_\_\_  
Address

The Resident Agent of the Surety in Ector County, Texas for delivery of notice and service of process is:

NAME: \_\_\_\_\_

STREET ADDRESS: \_\_\_\_\_

(NOTE: If Resident Agent is not a corporation, give a person's name.)