

Bond # _____

PUBLIC RIGHT-OF-WAY CONSTRUCTION BOND
(EXCLUDING STREET PAVING)

STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF DALLAS

That _____ ~~XXXXX~~ as Principal, also known as "Permittee", and _____ ~~XXXXXX~~ as Surety, authorized under the laws of the State of Texas to act as Surety on bonds for Principal are firmly bound unto the Town of Highland Park, Texas in the penal sum of

TEN THOUSAND AND NO/100 (\$10,000.00) DOLLARS

for payment whereof, said Principal and Surety bind themselves, their heirs, administrators, executors, successors and assigns, jointly and severally, by these presents;

WHEREAS, the principal has applied for an Excavation Permit under terms of Excavation Ordinance No. 1152 of the Town of Highland Park to perform excavation work on public property, as that term may be defined in said ordinance, which ordinance is hereby referred to and made part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, the condition of this obligation is such, that if said Principal shall perform said obligations contained in the Excavation Ordinance and shall in all respect duly and faithfully observe and perform all and singularly the covenants, conditions, and obligations in and by said ordinance imposed or to be performed by the Principal, and accordingly, to the true intent and meaning of said ordinance, then this obligation shall be void, and have no further effect; otherwise to remain in full force and effect, and the said Town of Highland Park, Texas, shall have and receive from Principal and its Surety damages in accordance with the terms of the aforesaid Excavation Ordinance. Include within such obligations of Principal, but not limited thereto, the Principal shall indemnify the Town of Highland Park for all loss that the Town of Highland Park may sustain by reason of any defective materials or workmanship which become apparent during the period of two (2) years from and after completion and acceptance by the Town of Highland Park of the work covered by the permit. Then and only then, shall this obligation become void as herein provided.

THIS OBLIGATION shall expire on **January 1, SSSSSSS**, but as to the maintenance obligation on each job of construction, reconstruction, or repair of public right-of-ways, this obligation shall continue from the date of completion of same for a period of two (2) years.

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

PRINCIPAL

SURETY

By _____

By _____

Title _____

Title _____

Address _____

Address _____

- **The Town requires the Surety's Corporate Seal on both the bond form and the Power-of-Attorney.**