

**PERFORMANCE BOND FOR  
INCOMPLETE SITE WORK**

*THE STATE OF TEXAS*

*COUNTY OF WILLIAMSON*

*KNOW ALL MEN BY THESE PRESENTS:* That \_\_\_\_\_, of the City  
(Firm)  
of \_\_\_\_\_, County of \_\_\_\_\_, and State of \_\_\_\_\_, as Principal,  
(City) (County) (State)  
and \_\_\_\_\_ who is authorized under the laws of the State of Texas  
(Surety)  
to act as Surety on bonds for principals, are held and firmly bound unto THE CITY OF ROUND  
ROCK TEXAS (City), in the penal sum of \_\_\_\_\_ dollars  
(Amount – Alpha)  
(\$ \_\_\_\_\_) for the payment whereof, well and truly to be made the said Principal and  
(Amount – Numeric)  
Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly  
and severally, by these presents:

WHEREAS, the Principal has filed with the City an application for a Temporary Certificate of  
Occupancy for the building (“Building”) at \_\_\_\_\_ in Round Rock,  
(Address)  
Texas filed under Building Permit \_\_\_\_\_  
(Permit No. e.g. COMM1200-0000)  
and Site Development Permit \_\_\_\_\_; and  
(Permit No. e.g. SDPI200-0000)

WHEREAS, § Section 10-56(d), Code of Ordinances, City of Round Rock, Texas, 2010 Edition  
requires a developer to file a performance guarantee conditioned that the developer will complete  
the incomplete site work necessary for the issuance of a Certificate of Occupancy.

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION IS SUCH, that if the said  
Principal shall faithfully complete the incomplete site work prior to the expiration of a  
Temporary Certificate of Occupancy issued by the City for the Building, then this obligation  
shall be void; otherwise to remain in full force and effect.

Surety for value received stipulates and agrees that no change, extension of time, alteration or  
addition to the time for completion of the incomplete site work or to the work performed  
thereunder, or the plans, specifications, or drawings accompanying the same, shall in anywise  
affect its obligation on this bond, and it does hereby waive notice of any such change, extension  
of time, or to the work to be performed thereunder.

PERFORMANCE BOND FOR  
INCOMPLETE SITE WORK (continued)  
Page 2

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

\_\_\_\_\_  
Principal

\_\_\_\_\_  
Surety

By: \_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Address:  
\_\_\_\_\_  
\_\_\_\_\_

Address:  
\_\_\_\_\_  
\_\_\_\_\_

**Resident Agent of Surety:**

\_\_\_\_\_  
(Printed Name)

Address:  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature