PLANNING ADVISORY SERVICE Information Report No. 38 (May 1952) dealt with the Installation of Physical Improvements as Required in Subdivision Regulations, while Information Report No. 48 (March 1953) dealt with Performance Bonds for the Installation of Subdivision Requirements. Both of these reports dealt with principles and practices. A number of PLANNING ADVISORY SERVICE subscribers have asked for specific forms used in various jurisdictions. The result is this report, based on inquiries sent to a number of cities and counties known to have some form of performance bond. Interestingly, returns were received from all to whom inquiries were addressed though all of them did not have a "form," some communities relying on a legal document prepared for each specific case. (For a list of acknowledgments see last page)

While the purpose of this report is to provide specific forms, there are several principles which must be kept in mind in all subdivision control and particularly in regard to requirements for the installation of improvements.

The performance bond is a privilege for the developer - it is a favor to him.

It is desirable that there be specific authorization in the statute which permits the city, township, county, etc., to require the installation of public improvements.

If the underlying subdivision statute authorizes a municipality to require the installation of public improvements such as pavements, curbs, gutters, sewers, water mains, street lights, that municipality has the right to insist on their installation PRIOR TO FINAL APPROVAL OF THE SUBDIVISION. It is because many jurisdictions have recognized the difficulty of getting prior installation that they authorize the developer, as an alternative, to file a performance bond and proceed in a more leisurely (or economically feasible) manner to install the required improvements. The recognition of this difficulty is often reflected in the subdivision legislation.

*Copyright, American Society of Planning Officials, January 1954.*
Parenthetically, it might be added, that as developments are taking place today, the purchaser of a subdivision lot or a house in a new subdivision usually pays for necessary public utilities whether he gets them or not. To a considerable extent, the sale of raw subdivision land (the division of acreage into smaller parcels) is a thing of the past. Not many of today's subdivisions are of that class. Today's average subdivision is a division of land to permit the immediate building of houses. These require public improvements, and the selling price usually reflects the cost of the installation.

The importance of having specific authority in the subdivision statute to insist on the installation of public utilities cannot be over-emphasized. There are courts which hold that there must be a specific authorization, basing their decisions on the old principle that courts will not look with favor on any regulation which impedes the free transfer of land and on the feeling that this is a harsh regulation which requires specific authorization by the state. It may be that some courts do not yet realize that an urban lot is not a lot fit for urban use unless it is equipped with necessary facilities and that the developer probably charges for such utilities whether he provides them or not.

It is important, therefore, that your state subdivision legislation be carefully examined and that your local subdivision ordinance be in proper form. You are likely to find, in a number of instances, that the subdivision legislation is inadequate, not only for this purpose, but for other reasons. A check of a number of state subdivision statutes will show the utter inadequacy of much of this legislation. This will often prove to be the case in highly urbanized states. Illinois is a case in point.

In 1947, the American Society of Planning Officials made available and distributed a Model State Subdivision Control Law. That model is now out of print (copies may be borrowed) but will probably be made available again if there is a sufficient demand.

Section 7 of that Model Act, dealing with "Basic Requirements as to Subdivisions and Improvements Therein" contains the following language: (page 28 et seq.)

The municipality or county shall not approve the final plat of any subdivision unless all streets shown on the plat have been suitably graded and paved, and sidewalks, street lighting, curbs, gutters, street trees, water mains, sanitary sewers, and storm drains or combined sewers have been installed in accordance with standards, specifications, and procedure acceptable to the appropriate officials of the municipal corporation or county; ... This requirement is followed by a provision for waiver and provision for a performance bond. 

The conditions of such performance bond shall provide for the expeditious and orderly installation of the improvements covered by such bond within a period of not to exceed three (3) years; provided,
however, that such period may be extended by the municipal corporation or county with the consent of the parties thereto if the municipal corporation or county finds that the public interest will not be adversely affected by such extension. If the municipal corporation or county shall decide at any time during the term of the performance bond that the extent of the building development that has taken place in the subdivision is not sufficient to warrant all the improvements covered by such performance bond, that required improvements have been installed as provided in this section in sufficient amount to warrant reduction in the face amount of said bond, or that the character and the extent of such development require additional improvements, the municipal corporation or county may modify its requirements for any or all such improvements, and the face value of such performance bond shall thereupon be reduced or increased by an appropriate amount so that the new face amount will cover the cost in full of the amended list of improvements.

The Standard City Planning Enabling Act (United States Department of Commerce, 1928) which served as the model for much of our state planning legislation, in Section 14, dealing with "Subdivision Regulations," contains the following language:

Such regulations may include provisions as to the extent to which streets and other ways shall be graded and improved and to which water and sewer and other utility mains, piping, or other facilities shall be installed as a condition precedent to the approval of the plat. The regulations or practice of the commission may provide for a tentative approval of the plat previous to such installation; but any such tentative approval shall be revocable and shall not be entered on the plat. In lieu of the completion of such improvements and utilities prior to the final approval of the plat, the commission may accept a bond with surety to secure to the municipality the actual construction and installation of such improvements or utilities at a time and according to specifications fixed by or in accordance with the regulations of the commission. The municipality is hereby granted the power to enforce such bond by all appropriate legal and equitable remedies. (pp. 27-28)

PART I

LEGAL BASIS FOR INSTALLATION OF IMPROVEMENTS

As far back as 1920 the Supreme Court of Michigan held (Allen v. Oakland County Plat Board 210 Michigan 488) that a county has the right to insist on the installation of grading, drains, sidewalks and sewers as a condition to the approval of a subdivision plat. Interestingly enough, there was no specific delegation of authority in a subdivision statute. The court and the city relied on general home rule powers.
Suit was brought to compel Oakland County to approve a subdivision plat. Approval had been refused by the Oakland County Plat Board because the subdivision did not conform with an ordinance adopted in 1916. Among other things, the ordinance called for the installation of certain public improvements or the filing of a performance bond providing for the installation of these public improvements within a period of three years. The improvements required were the grading and graveling of streets, surface drains, sidewalks and the installation of sanitary sewers.

The city of Pontiac at the time had been organized under the Home Rule Act and had adopted a commission form of government. The general welfare clause of the charter of the city of Pontiac contains the following provision:

Section 21. Chapter VII. The commission may exercise all municipal powers necessary, or which may be deemed expedient, for the complete and efficient management and control of the municipal property and the administration of the municipal government and necessary or expedient to maintain the public peace, morals and good order, protect persons and property and promote the general welfare and preserve the health of the inhabitants of the city, whether such powers be expressly enumerated herein or not; may do any act to advance the interest of the city; the good government and prosperity of the municipality and its inhabitants, may enact all laws and ordinances relating to its municipal concerns; and shall have power and exercise all governmental and police powers, subject to the limitations prescribed by this charter, the Constitution and laws of the State and the United States.

The city charter also contains a provision which authorizes the city to require owners of property to build sidewalks. Still another provision authorizes the enactment of such ordinances as may be necessary for the protection and control of sewers and drains.

The subdivision ordinance itself contained a requirement that no plat or subdivision should be accepted or approved by the commission of the city of Pontiac until the owner or owners of the proposed plat or subdivision had graded the streets, installed surface drains, suitable catch basins and man holes, constructed cement sidewalks five feet in width on both sides of all streets, and laid necessary sanitary sewers. While the suit was brought against the Oakland County Plat Board, the land itself was situated in the city of Pontiac.

The lower court denied the petition for a writ of mandamus. This was affirmed by the supreme court which repeated a finding of an earlier case to the effect that it was the legislative intention to have all the plats subject to some measure of scrutiny and investigation. The court held further that the commission of the city had ample authority to make and enact the subdivision ordinance which the court held was a reasonable regulation and a reasonable exercise of municipal and police power.
Some years later, in 1928, the Supreme Court of Michigan, in another leading case dealing with subdivision control (Ridgefield Land Company v. City of Detroit et al., 241 Michigan, 468) held that the city had the right to insist upon the dedication of streets to meet the requirements of the city's master plan as a condition to the acceptance of a plat. The court said,

In the instant case, the defendants have imposed two conditions with which the plaintiff is required to comply for the purpose of having the plat recorded. They are reasonable and necessary for the public welfare. In the exercise of its power under the statute and its charter the city had a right to impose them. They do not constitute the taking of private property for public use and are not an infringement on plaintiff's constitutional rights.

Another early case is the Virginia decision of City of Danville v. Forest Hills Development Corporation, 182, S.E. 548, decided in 1935.

The Forest Hills Development Corporation had acquired and developed a tract of land contiguous to the city of Danville, and had installed paved streets, sidewalks, water, gas and sewer mains. It had also installed fire hydrants, electric lines and street-lighting equipment. Sometime later, the city annexed the property, and the Development Corporation, making no claim for the sidewalks and streets, sued the city for the value of the water, gas and sewer mains, the fire hydrants and the lighting equipment. The court held that the Development Corporation was not entitled to compensation on the ground that the Corporation did not own the facilities, but had dedicated them to the lot owners in the subdivision, the value of which undoubtedly was included in the price charged for the lots sold. The court said in part,

When the Forest Hills Development Corporation constructed the improvements on the property in question, it was done in order to make the lots in the development saleable ... The Corporation did not, and could not have expected to, derive any revenue for the gas, water and electricity furnished to its purchasers by the city ... on the other hand, the Corporation was relieved of the cost of the future maintenance of the facilities mentioned ... The Corporation was also relieved of the expense of lighting its streets and the water supply of its hydrants, which it had to pay the city before the annexation.

Another case, holding that public improvements must be installed is Brous v. Smith, Court of Appeals of New York, 106 N.E. 2d 503, May 29, 1952 (4 ZD 162).

The town law provided in part that before a permit for the erection of a building was to be granted, the street or highway upon which the building abuts should have been suitably improved to the satisfaction of the town board or planning board, if empowered by the town board in accordance with standards and specifications approved by the town board, as adequate in respect to the public health, safety and general welfare for the special circumstances of a particular street or highway. The court upheld the constitutionality of the town law.
Earlier in this report it was pointed out that there must be a delegation of authority if communities are to have the right to insist upon the installation of public improvements. A recent case in point is that of Magnolia Development Company, Inc. v. Coles, Mayor, et al., Supreme Court of New Jersey, June 16, 1952, 89 A. 2d 664 (1952 Newsletter, page 101). In this case, after approving two subdivisions, the borough officials refused to approve a third. In 1951, the borough adopted an ordinance requiring the filing of a bond for streets, sidewalks, curbs and other improvements as a condition precedent to the approval of a plat. The supreme court held that the borough acted beyond its statutory authority; that the statutes did not authorize the requirement for the installation of public improvements, and that therefore the ordinance was invalid. (The legislature of New Jersey recently revised the planning law of the state of New Jersey, including the subdivision law. The State Planning Section of the Department of Conservation and Economic Development of New Jersey has prepared a series of model ordinances to be used in conjunction with the new planning legislation: A suggested Guide for Land Subdivision Ordinances in Article VII calls for the installation of streets, street signs, curbs and gutters, sidewalks, street-lighting, shade trees, etc.)

Two other recent decisions dealing with performance bonds with respect to the installation of public improvements will be found in recent issues of the ASPO Newsletter. See Lunmore Homes, Inc. v. Johnson, Building Inspector, Supreme Court, Westchester County (New York), March 3, 1953, 122 N. Y. S. 2d 149 (1953 Newsletter, page 71) and Hoover v. Kern County et al., District Court of Appeal, Fourth District, California, May 28, 1953, 257 P. 2d 492 (Newsletter 1953, page 94).

If the statute provides that there shall be a planning commission before subdivision regulations can be given effect, it is important that such a commission be in existence. See City of Rahway v. Raritan Homes, Inc., Superior Court of New Jersey, Appellate Division, October 3, 1952, 91 A. 2d 409 (1952 Newsletter, page 101). In this case, the city of Rahway attempted to restrain defendants from selling certain subdivision lands within the city. The planning act authorizes the appointment of a municipal planning board whose initial task is the preparation of a master plan for the physical development of the community. The governing body may, by ordinance, authorize the planning board to adopt regulations governing the subdivision of land. In this case the court said that the plaintiff city had not taken advantage of the statute by establishing a planning board. It has no master plan for the development of the city and no regulations governing the subdivision of land.

It should not be necessary to remind our subscribers - but such a reminder will not be amiss - that it is important that suitable standards governing the control of subdivisions be set forth in the subdivision ordinance. See Borough of Oakland v. Roth et al., Superior Court of New Jersey, Chancery Division, February 20, 1953, 95 A. 2d 422* (1953 Newsletter, page 47). The New Jersey subdivision statute

*Affirmed Appellate Division, November 1953, 100 A. 2d 698.
then in force provided, among other things, that the provisions relating to the approval of subdivisions shall not apply in any case in which the planning board shall have waived the requirements of its approval of the subdivision and the governing body of the municipality by resolution expressly waived the said requirements.

The court held that while the legislature may delegate to an administrative body the exercise of a limited portion of its legislative power, such delegation must always prescribe the standards that govern the administrative agency in the exercise of its powers. The court held that the legislature had failed to provide adequate standards by which the board and the governing body are to be guided in the exercise of the power to waive the statutory requirements of the approval of subdivisions. The court said, "in effect, they are given an unlimited power to nullify the statutory provisions. This makes possible special and unreasonable discrimination in the administration of the law."

PART II

EXAMPLES OF BOND FORMS

This part consists of bond forms used in twelve different municipalities and counties to ensure compliance with subdivision regulations requiring the installation of physical improvements.
FLINT, Michigan (1)

SUBDIVISION BOND

KNOW ALL MEN BY THESE PRESENTS, That ___________ of Flint, Michigan, as Principal, is held and bound unto the City of Flint, as a Municipal Corporation, in the sum of ________________, lawful money of the United States of America, for the payment of which sum well and truly to be made, he lawfully binds himself, his heirs, representatives and assigns, firmly by these presents.

The condition of this obligation is such that:

WHEREAS, the above named principal has presented to the City Commission of the City of Flint for its approval a certain plat known as ____________, upon which are certain streets dedicated to public use, and

WHEREAS, the City Commission has approved said plat as of _____________ __________ 19 ___, subject to the furnishing of a bond and proof of an escrow agreement for a deposit running to the City of Flint in the amount of ________________ Dollars in lieu of a surety upon said bond,

NOW THEREFORE, the said ________________ shall perform the following obligations and conditions:

1. Construct gravel roads, consisting of not less than six inches of compacted gravel and not less than twenty feet in width, on those streets within the plat; except that at the option of the principal herein, blacktop may be constructed in lieu of gravel.

2. Construct and install six inch water main lines on all streets in said plat not now having water main installation, except that on ________________ an eight inch water main shall be installed.

3. Install eight inch Sanitary Sewer on all streets in said plat.

4. Erect no less than two standard double face street signs of the type approved by the Department of Public Works of the City of Flint at each street intersection within the plat and one such sign at each street intersection of streets within the plat and those streets bordering said plat.

which obligations and each of them shall be performed on or before ________________ __________ 19 ___, and all of which shall be performed and accomplished in accordance with presently established standards and specifications of the Department of Public Works of the City of Flint.

That if said Principal will pay any and all damages that may result to the City of Flint by reason of the failure to comply with the conditions hereof, then this obligation shall be void; otherwise to be and remain in full force and effect and virtue.
Attached hereto and made a part hereof is a letter dated [date] certifying that the [bank name] Bank has an escrow deposit in the amount of [amount], running to the City of Flint in lieu of a surety on the within bond, all as provided by City Resolution above mentioned.

Said sum or proportionate part thereof shall be released to [person or entity], principal under the within bond, upon the substantial performance of all or the proportionate part of the above conditions and obligations; otherwise said sum may be used by the City of Flint to pay any and all damages that may result to the City of Flint by reason of failure of [failure reason] to comply with the conditions of said bond.

Sealed with our seals and dated this [day] day of [date] A.D., 19[year].

Witness:

__________________________________

__________________________________
MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that ____________________________, as Principal(s) hereinafter called Principal and ____________________________, as Surety, hereinafter called Surety, are held and firmly bound unto the City of Flint, Michigan, as Obligee, hereinafter called Obligee, in the penal sum of ____________________________, lawful money of the United States of America, for the payment whereof, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

SIGNED AND SEALED THIS _______ day of ______________________ 19________

WHEREAS, the Principal has (been granted permission by) the Obligee,

(under resolution of "date") ____________________________ for constructing ____________________________

(sanitary sewers in Subdivision, City of Flint, County of_______

Genesee, Michigan)

Which _______ and the plans and specifications are by reference made a part hereof and said ____________________________ provides that _______ will furnish Maintenance Bond guaranteeing the work performed for a period of three (3) years from date of acceptance against defects or failure due to any cause for which the Contractor is responsible.

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above bounded Principal shall well and truly make good and repair during a period of three (3) years from date of acceptance of said work any portion thereof which proves defective or fails due to any cause which is directly or indirectly attributable to the construction involving either materials or workmanship for which the principal is responsible under the ____________________________, then this obligation shall be null and void; otherwise shall remain in full force and effect.

PROVIDED, HOWEVER, that notice of any developed defects in such work shall be given in writing to said Principal and said Surety within a reasonable time after coming to the notice or knowledge of the Director of Public Works and Utilities or the City Engineer, except that failure to give such notice shall not relieve the Principal and Surety from their obligation under this bond.

By: ____________________________

Principal

Surety
MATERIAL AND LABOR BOND

KNOW ALL MEN BY THESE PRESENTS: That we, as surety, and, as principal, are held and firmly bound unto the County of Kern, in the sum of, said sum being one-half of the estimated amount of the foregoing and annexed contract, to be paid to said County, for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors or assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH:
That if the above bounden principal, as Contractor in the annexed contract or his subcontractors, shall fail to pay for any materials, provisions, provender, or other supplies or teams used in, upon, for or about the performance of the work contracted to be done, or shall fail to pay any person, company or corporation renting or hiring teams or implements or machinery for or contributing to said work to be done, or any person who has performed work or labor upon the same, or any person who supplies both work and materials therefor, or the amounts due under the employment Insurance Act with respect to such work or labor, the surety will pay for the same, in an amount not exceeding the above obligation, and also, in case suit is brought upon such bond, the above bounden principal and the said surety will pay a reasonable attorney's fee to be fixed by the court. This obligation and bond shall inure to the benefit of any and all persons entitled to file claims under Section 1184c of the Code of Civil Procedure and said persons or any of them, or their assigns shall have a right of action thereunder.

IN WITNESS WHEREOF, we have hereunto set our hands and seals of this day of A.D. 19...

(empty space for signatures) (Seal)

Principal.

Surety.

By. Attorney in Fact.

COUNTY OF KERN

By. Chairman of the Board of Supervisors.

STATE OF CALIFORNIA, COUNTY OF...

On this day of, 19...., before me, a notary public in and for the county of, State of California, personally appeared known to me to be the person whose name is subscribed to the within instrument as the Attorney in Fact of and acknowledged to me that he subscribed the name of thereto as surety, and his own name as Attorney in Fact.

In witness whereof I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Notary Public in and for said County and State.
BOND FOR FAITHFUL PERFORMANCE OF CONTRACT

KNOW ALL MEN BY THESE PRESENTS: That we ............................................................... as principal, and ............................................................... as surety, are held and firmly bound unto the County of Kern, in the sum of ............................................................... dollars ($ ................................ ), lawful money of the United States, to be paid to said County, for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors or assigns, jointly and severally by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH:

That if the above bounden principal, as Contractor in the annexed contract, ............................................................... heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, well and truly keep and perform the covenants and agreements in the annexed contract, on his or their part to be kept or performed, in the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the said County of Kern, its officers and agents as therein stipulated (then this obligation shall become null and void; otherwise it shall be and remain in full force and effect).

IN WITNESS WHEREOF, we have hereunto set our hand and seals on this .................... day of ............................................ , A.D.19 ............ .

.................................................................................................(Seal)
Principal.

.................................................................................................(Seal)
Surety.

By ........................................................................................................... .
Attorney in Fact.

Approved this ................ day of ...................................................................................................................................................... , 19 ............ .

.................................................................................................
Chairman of the Board of Supervisors of the County of Kern.

STATE OF CALIFORNIA, } ss.
COUNTY OF ............................................................... 

On this ................ day of ............................................................... , 19 ............ , before me, ............................................................... a notary public in and for the county of ............................................................... , State of California, personally appeared ............................................................... known to me to be the person whose name is subscribed to the within instrument as the Attorney in Fact of ............................................................... and acknowledged to me that he subscribed the name of ............................................................... thereto as surety, and his own name as Attorney in Fact.

In witness whereof I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

.................................................................................................
Notary Public in and for said County and State.


Contract

KERN COUNTY, California (3)

THIS CONTRACT, entered into this .............................. day of ...................................................................................... , ......................................... , 195 ........ , by and between the COUNTY OF KERN, a political subdivision of the State of California, by the Board of Supervisors thereof, hereinafter called the County, and .................................................................................................................................................. , hereinafter called the Contractor.

WITNESSETH:

In consideration of the mutual promises herein contained, both parties, in relation to a certain public improvement, (hereinafter called the Work) designated and described in certain plans and specifications approved by said Board of Supervisors on the ........ , ................... day of ....................... , ..................... , 195 ........ , and entitled: ..................................................................................................... , on behalf of themselves, their heirs, executors, administrators, successors and assigns, do hereby covenant and agree as follows:

ARTICLE 1. The Contractor agrees at his own cost and expense to do all the work, as hereinbefore described and under the conditions expressed in any material and labor or faithful performance bond executed therefor, and to furnish all the materials (except such as are mentioned in the specifications to be furnished by the County) necessary to construct and complete such work in a good and substantial manner to the satisfaction of the County.

ARTICLE 2. The Contractor agrees, as full compensation for doing all the said work and for furnishing all materials and all necessary tools, machinery, implements, apparatus and other means of construction and completion of said work, and also as compensation for all loss or damage arising out of the nature of the work, and from action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered during the progress of said work and before the acceptance thereof by the County or from his own negligence or carelessness, and also as compensation for all expenses incurred by or in consequence of the suspension or discontinuance of the work, to receive and accept, and the County agrees to pay therefor, the following compensation, to wit:

ARTICLE 3. Where the compensation is fixed on a unit basis, for the purpose of fixing the amount of bonds referred to in Article 1 it is estimated by both parties that the total cost, based on the foregoing, is $ ..................................................................... .

ARTICLE 4. The plans and specifications referred to in Article 1 are hereby incorporated herein, and should there be any conflict between the terms of this instrument and the bid or proposal of the Contractor, this instrument shall control and nothing herein shall be considered as an acceptance of any terms of said proposal conflicting herewith.

ARTICLE 5. The word "Engineer" when used herein means the Director of Public Works of the County of Kern, or his duly authorized agents, unless the name of some other County officer is specifically hereinafter provided to act as Engineer hereof.

ARTICLE 6. The County does employ the Contractor to provide the materials and do said work for the compensation aforesaid and agrees to pay him in the following manner. The Engineer, once in each month during the progress of the work and immediately after the completion of the contract, shall make an estimate in writing of the value of all work done to the date of said estimate, basing said estimate on the total cost as noted above. The County shall retain ten per cent of said estimated value and from balance shall be deducted the amount of all previous payments to the Contractor and any other amount which the County may be lawfully entitled to retain, and thereupon the amount remaining after said deductions will be paid to the Contractor upon the warrant of the County Auditor, in the manner provided by law for the allowance of claims against the County. The said progress estimates shall not be conclusive upon the County that the work covered thereby has been done according to the contract, but the final acceptance of said work shall be by the Board of Supervisors. After the expiration of thirty-five (35) days after the final acceptance of said work, the Contractor shall be paid the balance due under the contract after deducting any amounts which the County may be lawfully entitled to retain which have not previously been deducted.

ARTICLE 7. Pursuant to Chapter 1 of Part 7 of Division 2 of the Labor Code of the State of California, the Contractor agrees that in the performance of said work, whether by himself or through any subcontractor under him, eight hours' labor
shall be a day's work, and there will be kept an accurate record showing the name, actual hours worked and citizenship of all workers employed in said work, which record shall be open at all times for inspection as provided in Articles 3 and 4 of said Chapter, and that not less than the prevailing wage rate hereinafter provided will be paid any of said workers, and Contractor will forfeit as penalty to the County Ten ($10.00) Dollars for each workman employed for each calendar day or portion thereof during which (a) said workman is paid less than said prevailing wage rate of wages for his craft, (b) said workman is required to work more than eight hours in violation of Article 3 of said Chapter, or (c) such workman is employed who is an alien and is knowingly so employed in violation of Article 4 of said Chapter.

ARTICLE 8. In accordance with Sections 4300-4305 of the Government Code of California, the Contractor agrees that only such unmanufactured articles, materials and supplies as have been mined or produced in the United States, and only such manufactured articles, materials and supplies as have been manufactured in the United States substantially all from articles, materials and supplies so mined, produced or manufactured, as the case may be, shall be used in said work.

ARTICLE 9. The general prevailing rate of wages for each craft and type of workman needed to do the work are as follows:

IN WITNESS WHEREOF, the parties to this instrument have executed it the year and date first herein written.

COUNTY OF KERN
By the Board of Supervisors thereof

Chairman of said Board.

ATTEST:

VERA K. GIBSON,
County Clerk and ex Officio Clerk of said Board of Supervisors.

Contractor.
LEXINGTON, Kentucky

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, ______________________ _, Principal herein is the owner and developer of the ___________________ Subdivision located in Fayette County, Kentucky, and

WHEREAS, the plans and specifications of said subdivision showing the location, construction and installation of streets, roads, sidewalks, curbs, utilities, and other improvements therein have been filed with the City-County Planning and Zoning Commission for final approval, and which are hereby referred to and made a part of this instrument, as if fully copies [sic] and set forth herein, and

WHEREAS, the Principal herein does hereby obligate itself and does agree to complete the construction and installation of all streets, roads, sidewalks, curbs, and utilities, and all other improvements in the said Subdivision in accordance with the said plans and specifications now on file, pending final approval by the said Commission.

NOW, THEREFORE, THE Principal and Surety, do hereby firmly bind ourselves, our heirs, executors, administrators and successors unto the City-County Planning and Zoning Commission of Lexington and Fayette County for and on behalf of Fayette County, Kentucky, in the sum of $ ____________ conditioned upon the performance by the Principal of its undertaking herein, and its completion of the said Subdivision in the construction of all the streets, sidewalks, roads, curbs and all other improvements therein called for by the plans thereof the same to be completed on or before the __________ day of __________ 19, and upon the completion thereof this obligation to be null and void, otherwise to remain in full force and effect.

If the Principal fails to complete the construction, and the improvements of said Subdivision as shown and provided for by said plans and specifications herein referred to within the time herein specified, the Commission may in its discretion extend the time for the completion of said work by order duly made and entered by the said Commission for a period of from 30 days to 90 days.

WITNESS our hands this the __________ day of __________________ 19 ___.

WITNESS:

______________________________
Principal

______________________________
Surety
MONTGOMERY COUNTY, Ohio

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That, We ______________________________ as Principal, and ______________________________ as Surety, are held and firmly bound unto Board of County Commissioners, County of Montgomery and State of Ohio, in the sum of ______________________________ ______ Dollars, lawful money of the United States, for the payment of which well and truly to be made, we bind ourselves, our heirs, executors, successors and assigns jointly and severally, firmly by these presents.

The condition of the foregoing obligation is such that:

WHEREAS, said Principal will make the following improvements. All public improvements and other work as set forth to be done and performed in accordance with the plans, specifications and provisions of the contract executed between said Principal and the County Commissioners of Montgomery County, for the development and improvement in _________________ Plat

(Name of sub-division)

stated in Section __________, Town __________, Range ____________ Township, Montgomery County, Ohio.

NOW, THEREFORE, if the said Principal shall fully and faithfully perform all the work specified to be done and performed by the contract executed between the Principal of this Bond and the Board of County Commissioners of Montgomery County, and within the time prescribed, and in accordance with the plans, specifications and provisions therefor, to which reference is here made, the same being a part hereof, as if fully incorporated herein; then this obligation shall be void; otherwise to remain in full force and effect in law; it being expressly understood and agreed that the liability of the surety for any or all claims hereunder, shall in no event exceed the penal amount of this obligation, as herein stated.

The said Surety hereby stipulates and agrees that no modifications, omissions or additions, in or to the terms of said contract, or in or to the plans or specifications therefor, or any extension of time, shall in any wise affect the obligations of said surety on its bond.

WITNESS OUR HANDS this __________ day of ________________ 195 __

PRINCIPAL ______________________________

_____________________________ SURETY

_____________________________

12
BOND

LOS ANGELES, California

KNOW ALL MEN BY THESE PRESENTS:

That we ........................................................................................................................................................................ , as PRINCIPAL
and .................................................................................................................................................................................... , a corporation,
incorporated under the laws of. 

and authorized by the laws of the State of California to execute bonds and undertakings as surety, as
SURETY, are held and firmly bound unto the City of Los Angeles, in the just and full sum of.............................. .

for the payment whereof, well and truly to be made, said PRINCIPAL and SURETY bind themselves, their
heirs, administrators, successors and assigns jointly and severally, firmly by these presents.

THE CONDITION of the foregoing obligation is such that whereas the above bounden PRINCIPAL has
agreed to do and perform the following work, to-wit:

Construct the following described improvements in and adjoining Tract No.

all in accordance with plans and profiles which will be prepared by ........................................................ , registered
civil engineer, or other registered civil engineer, and made a part of this bond when said plans and profiles are
approved and filed in the office of the City Engineer. Pursuant to Section 7, sub-section 3-A, Ordinance No.
79,310, the City Engineer has estimated the required amount of the bond as shown above.

All the foregoing work to be done in accordance with the plans and specifications
of the Board of Public Works of the City of Los Angeles. Said work shall be done
under permit and completed on or before ----------------------------- , 19........ , or as
otherwise provided by law.

This bond is conditioned upon and guarantees due compliance with all the provisions of Ordinance No.
79,310 of the City of Los Angeles, and Sec. 62.111 of the Municipal Code of the City of Los Angeles.

NOW, THEREFORE, if the above bounden Principal shall well and truly perform the work hereinabove
specified to be performed within said period this obligation shall be void upon the delivery to the Principal of
a statement signed by the City Engineer, of the completion to the satisfaction of the City Engineer, of all im­
provements required to be done by the Principal; otherwise this obligation shall remain in full force and effect.

SIGNED AND SEALED THIS .................................................... day of ................................................................ , 19 ....... .

Principal

Surety

Principal

INSTRUCTIONS TO SIGNATORY

(1) If the principal is a corporation the bond must be signed by the President or Vice-President and attested by the
Secretary or Assistant Secretary and the corporate seal must be impressed thereon; both signatures of the officers of the
corporation must be acknowledged before a Notary Public on a proper corporate acknowledgment form.

(2) If the principal is a copartnership all partners must sign and their signatures must be acknowledged before a Notary
Public.

(3) If the principal is a person or persons operating under a fictitious name, the fictitious name may be printed or type­
written with the word "By" appearing on a line or lines thereunder, which line or lines shall contain the signatures of all
of the persons conducting the business under the fictitious name, which signature or signatures must all be acknowledged
before a Notary Public.

(4) If the principal is merely an individual operating in his own name his signature must likewise be acknowledged
before a Notary Public.

(5) Principal on bonds must be the same as tract owner shown by title company's subdivision guarantee.

(6) Return............fully executed copies to City Engineer's office.

Permit No................................. Date 19......
SUBDIVIDER'S CONTRACT

This contract executed on this ______ day of ____________ 19 ______
by and between _____________________ Subdivider, as evidenced by the ______________________ Plat to be filed with the County Recorder of Montgomery County, and the Board of County Commissioners of Montgomery County, Ohio, is governed by the following conditions and considerations, to wit:

Said Subdivider shall not transfer any lot, parcel or tract therefrom or shall proceed with any construction work on the proposed subdivision, including grading that may affect the arrangements of streets or other public improvements, until he or it has obtained approval of the plat from the County Planning Commission of Montgomery County, and also of the City Planning Commission (or Board) of the City of _____________________, if said plat is located within the three (3) mile territory of said city, in accordance with the working agreement between the Montgomery County Planning Commission and the City Planning Commission (or Board) of the City of _____________________, as authorized by Section 3586-2 Ohio General Code, and further until the plat of said subdivision has been recorded with the County Recorder of Montgomery County, Ohio.

And said Subdivider is to construct, install or otherwise make all public improvements shown on the _______________ Plat, and those further shown and set forth to be done and performed by the engineering drawings and specifications marked as follows, all of which are a part of this contract:

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SPECIFICATIONS

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And said work shall include the construction of approximately

\[ \text{sq. ft. of sidewalk} \]

\[ \text{Lin. ft. of curb and gutter} \]

The grading of streets and the application thereon of \( \text{Sq. yds. of gravel and yds. of bituminous surface treatment, Montgomery County Specifications 4-H-100} \). The installation of the following storm drain lines:

\[ \text{As may be applicable, the general conditions of this contract are such that; all streets, alleys, and other public ways shall be graded to their full width, including slide slopes, to a grade approved by the County Engineer;} \]

\[ \text{Gutters shall be shaped along the curb lines; the roadways shall be crowned and graveled and surface treated, or otherwise improved to the satisfaction of the County Engineer; underground storm water drainage, such as sluices, culverts, or pipe sewers in order to eliminate the collection of surface water in any low spot and to take care of the drainage of any natural water course, made necessary by the grading of the street, shall be constructed, and sanitary sewers and water mains and connections for both shall be installed in accordance with the approved lot layout.} \]

\[ \text{All to be performed within a period of one year from the date of this contract, which is hereby fixed by said County as a reasonable period, but an extension of time may be granted if approved by the Board of County Commissioners.} \]

\[ \text{Said sub-divider is to execute bond, equal to the cost of construction based on an estimate furnished or acceptable to the County Engineer, and to the satisfaction of the Board of County Commissioners to insure the faithful performance of this contract.} \]

\[ \text{Sub-divider} \]

\[ \text{WITNESSES} \]

\[ \text{ATTEST:} \]

\[ \text{Board of County Commissioners} \]

\[ \text{Montgomery County, Ohio} \]

\[ \text{Clerk} \]
NEW ORLEANS, Louisiana (l)

KNOW ALL MEN BY THESE PRESENTS:

That we, ____________________________________________,
as Principal, and ____________________________________________,
a corporation organized under the laws of the State of ________________________,
but authorized to do and doing business in the State of Louisiana, as Surety, are
held and firmly bound unto the City of New Orleans in the sum of ________________________ DOLLARS, for the payment
whereof the Principal and Surety bind themselves, their heirs, executors,
administrators and assigns, jointly, severally and in solido by these presents.

WHEREAS, ____________________________________________,
(Name of Subdivider)
is presently subdividing and developing an area of ground in the ________________________,
Municipal District of the City of New Orleans, designated as ________________________, and all as shown on a plan and survey of
______________________________, dated ________________________, a copy of which is annexed hereto and made a part hereof; and

WHEREAS, the Principal contemplates the installation of ________________________,
(Insert herein type of work to be done)
all in accordance with the plans and specifications annexed hereto and made a part hereof; and

WHEREAS, the Principal and the City of New Orleans have mutually agreed that the said
will perform all of the work, as set out above, in accordance with said plans and
specifications attached hereto and made a part hereof;

NOW, THEREFORE, the condition of this obligation is such that if the Principal shall perform ________________________,
(Reinsert herein the work to be done)
free from all liens, privileges and claims of any and all persons performing the
labor thereon or furnishing materials therefor, or both, this bond to be and be­
come void and of no effect, but in default thereof, either by default on the part of
the Principal, by ceasing, failing or refusing to prosecute said work, or in the
event of bankruptcy or failure of the said Principal or the foreclosure on any mort­
gages or privileges against said Subdivision, the Surety hereunder shall promptly,
upon written notice of such default:

1. Perform said obligations; or

2. Promptly pay the City of New Orleans out of the amount of this bond but
not exceeding the amount thereof, any sum necessary to complete said work.
NEW ORLEANS, Louisiana (2)

It is understood that the work specified above will be completed within a period of two (2) years, and at the expiration of said two year period, the Principal shall be considered to have defaulted on his obligations, whether there has been a putting in default or not; provided, however, that should the Principal hereunder be prevented, or delayed, by reason of war, insurrection, labor strikes or by reason of any governmental action growing out of any national emergency, from obtaining materials essential to the completion of said work, the time allowed for completion of said work shall be suspended during the period of any such hindrance or delay.

Signed and sealed this ______ day of __________________________, 1952.

WITNESSES:

_________________________________________ BY: ______________________________

_________________________________________ BY: ______________________________

16
PORTLAND, Maine (1)

SPECIMEN

KNOW ALL MEN BY THESE PRESENTS, that the
as PRINCIPAL and

Name and address of Bonding Company

as SURETY, are held and stand firmly bound unto the CITY OF PORTLAND in the
sum of DOLLARS for the payment of which well and truly to be
made the said Principal and Surety bind themselves, their heirs, executors, ad­
ministrators, successors and assigns, jointly and severally, firmly by these pre­
sents:

WHEREAS, the above named in accordance with
the requirements of the Planning Ordinance of said City of Portland, has applied to
the Municipal Officers for approval of a plat of a certain subdivision of land in
said City entitled

and

WHEREAS, under the provisions of said Planning Ordinance and of the Rules of the
Planning Board of said City enacted thereunder, such approval of said plat may be
granted provided that the developer shall file with the City Auditor a bond con­
ditioned to secure the completion, in accordance with the approved plat and to the
satisfaction of the City Engineer, of such street improvements and drainage as
have not been constructed prior to the approval of said plat; and

WHEREAS, in accordance with the provisions of said Planning Ordinance, the
Municipal Officers of said City of Portland have, in accordance with the recommend­
dations of the Planning Board of said City, approved said plat conditional upon the
filing with the City Auditor of a Performance Bond or other guarantee to the satis­
faction of the Corporation Counsel that the street improvements and drainage on
the aforesaid plat will be completed to the satisfaction of the City Engineer within
a period of and in accordance with the specifications in Section 3 of
the Street Acceptance Ordinance of the City of Portland, a copy of which is at­
tached hereto and made a part hereof;

NOW, THEREFORE, the conditions of the above obligation are such that if the above
named Principal shall complete the street improvements and drainage on the afore­
said plat within a period of from the date of this instrument to the
satisfaction of the City Engineer and in accordance with the specifications of the
City Engineer as set forth in Section 3 of said Street Acceptance Ordinance, then
this obligation shall be null and void; otherwise shall remain in full force and ef­
fact.
In the event Principal fails to complete said street improvements and drainage as aforesaid within said period, Surety will (a) within 30 days of determination of such default, take over and assume completion of said street improvements and drainage, or (b) pay the City of Portland in cash the reasonable cost of completion. The Surety will make such payment within (15) days after the cost of completion shall have been so determined.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals this day of A. D.

______________________________
Principal

______________________________
Surety
FAITHFUL PERFORMANCE BOND
PASADENA, California

KNOW ALL MEN BY THESE PRESENTS:

THAT ................................................................., as principal, and ................................................................., as surety, are held and
firmly bound unto the City of Pasadena, a municipal corporation, in the just and full amount of ...................................................

for the payment whereof we hereby bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Given under our hands and sealed with our seals this ................ day of ...................................................., 19 .........

The condition of the foregoing obligation is such that,

WHEREAS, the above-named principal is about to enter into a contract with the City of Pasadena whereby
said principal agrees to ................................................................., as provided in said contract, which said contract is hereby referred to and made a part hereof to the same extent
as if the same were herein specifically set forth;

NOW, THEREFORE, if the said principal shall well and truly do and perform all things agreed by him
in said contract to be done and performed, then this obligation is to be void; otherwise to remain in full
force and effect;

PROVIDED, that any alterations in the work to be done, or the material to be furnished, which may be
made shall not in any way release the principal or the surety thereunder, nor shall any extensions of time granted
release either the principal or the surety, and notice of such alterations or extensions of the contract is hereby
waived by the surety.

WITNESS our hands this ................ day of ...................................................., 19 ........

Principal
By .................................................................

and .................................................................

Surety
By .................................................................

The above bond approved this ................ day of ...................................................., 19 ........

City Manager

Surety on this bond has complied with Section 1 of Ordinance No. 2953.

Dated .................................................................

City Clerk

APPROVED AS TO FORM:

Date: .................................................................

FRANK L KOSTLAN, City Attorney

By .................................................................
THIS AGREEMENT, Made this ___ day of __________, 1953, by and between ___________________ and ___________________, husband and wife, of ___ North Clinton Street, Saginaw, Michigan, hereinafter referred to as first parties, and the CITY OF SAGINAW, a municipal corporation in the County of Saginaw, State of Michigan, hereinafter called the second party.

WITNESSETH:

WHEREAS, There are certain lands located in the South 1/4 of the Northeast 1/4 of the Southeast 1/4 of Section 15, Town 12 North, Range 4 East, in the City of Saginaw, County of Saginaw, State of Michigan, for which a plat has been prepared for first parties as proprietors and designated as the "Saginaw Homes Bay Street Subdivision"; and

WHEREAS, The first parties as proprietors of said plat have requested the approval of the same and acceptance of the streets therein by the Council of the City of Saginaw; and

WHEREAS, The Council of the City of Saginaw is willing to approve said plat and accept the streets therein, provided certain conditions are met by first parties,

NOW, THEREFORE, it is agreed by and between the parties hereto as follows:

1. First parties will, at their own expense, construct temporary roads in the locations provided in said plat as approved by the City Planning Commission, said roads to be reasonably safe and convenient for public travel, eighteen (18) feet in width, with a surface of six (6) inches of compacted road gravel or crushed stone, together with such drainage structures as may be necessary to convey storm water into street catch basins.

2. First parties shall not be required to construct any road herein required prior to the completion of the lateral sewer and catch basins in said street.

3. First parties assume full responsibility for said roads during construction thereof and shall indemnify and save harmless second party of and from all loss or damage to property, or injury or death of any and all persons, or from any suits, claims, liability or demands in connection therewith, however caused, resulting directly or indirectly by reason of the construction or use of the temporary roads as herein provided. Upon the completion of the construction of the roads, first parties may notify the Director of Public Works of the City who shall thereupon cause the same to be inspected to determine that they have been constructed in compliance with the provisions of this agreement and that they are reasonably safe and convenient for public travel; and upon making such determination he shall notify first parties of his acceptance of the same on behalf of second party, whereupon
first parties shall be relieved of any liability subsequently arising from
the construction or use of the roads so accepted. Prior to the beginning
of any building upon any street in said subdivision, first parties will
promptly construct such roads as may be necessary to provide access
thereto.

4. First parties will, at their own expense, install standard street signs at
each street intersection in said subdivision and will, at their own expense,
plant street trees in said subdivision, all in accordance with plans and
specifications to be approved by the Director of Public Works of the City.

5. First parties agree that they will include in the restriction applicable to
said plat and in every sales agreement, land contract or conveyance of any
land in said plat, the following provision:

"Each and every owner of land in the 'Saginaw Homes Bay Street
Subdivision,' as original proprietors, their heirs, assigns and
grantees, agrees and consents that the City of Saginaw, a municipal
corporation, may construct, lay out and install sewers, sidewalks,
and pavements in each street in said plat; and said owners agree to
pay for said improvements by the special assessment method as now
or hereafter used by said City. Said owners further covenant not to
sue or interfere in any of the proceedings of said City in constructing
any of said improvements and collecting the special assessments there-
for, for and during the period ending five (5) years after the filing of
petitions for each of such improvements or Council initiation of the
same, whichever occurs first."

First parties hereby agree with the second party to the making of said improve-
ments upon the terms and conditions in this paragraph provided and covenant not
to sue or interfere with the proceedings therefor during said period as hereinbefore
provided.

IN WITNESS WHEREOF, first parties hereunto set their hands and seals, and
second party has caused these presents to be signed in its name by its Mayor and
City Clerk and sealed with its corporate seal, the day and year first above written.

________________________(L.S.)
Approved as to substance:

________________________(L.S.)

City Manager

CITY OF SAGINAW, A MUNICIPAL
CORPORATION

Approved as to form:

City Attorney

BY __________________________ Mayor

Attest ________________________ City Clerk
KNOW ALL MEN BY THESE PRESENTS, That and ________________, Husband and wife, hereinafter referred to as the Proprietors, are held and firmly bound unto the CITY OF SAGINAW, Michigan, hereinafter referred to as the City, in the sum of TWO THOUSAND NINE HUNDRED and NO/100 DOLLARS ($2,900.00) lawful money of the United States of America, to be paid to said City, its successors and assigns, for which payment, well and truly to be made, we bind ourselves, our heirs, executors, administrators and assigns, jointly and severally, by these presents.

AND BE IT FURTHER KNOWN, That said Proprietors have deposited with the City as security for the performance of this undertaking the sum of Two Thousand Nine Hundred and No/100 Dollars ($2,900.00).

The condition of this obligation is such that, whereas an agreement is to be entered into between said Proprietors and the City for the construction by said Proprietors of certain temporary roads in Saginaw Homes Bay Street Subdivision, the installation of standard street signs and the planting of street trees and for certain other undertakings as more fully set forth in said agreement hereto attached.

NOW, THEREFORE, IF the said Proprietors shall well and truly keep and faithfully perform and complete all of the terms and conditions of their said contract, and each and every part thereof, on their part to be kept and performed, and shall indemnify and save harmless the City of and from all loss or damage caused to any person or property by reason of any carelessness or negligence in the doing or making of said improvement, or furnishing of said material, and further shall pay all laborers, mechanics, sub-contractors and material men, and all persons who shall supply said Proprietors with materials, provisions and supplies for the performance and completion of their said contract, and each and every part thereof, and shall promptly pay all just debts, dues and demands incurred in the performance of such contract, and each and every part thereof, and shall indemnify and save harmless of and from all suits and actions the said City on account of any injuries or damages sustained by any person or persons by reason of any act, omission or negligence, or by the use of improper or defective material on the part of said Proprietors in the performance of any and all part or parts of their said contract, then this obligation shall be void and of no effect, otherwise to remain in full force and virtue; and said Proprietors hereby expressly consent and agree that in the event of failure of said Proprietors to keep and fully perform their said contract and each and every part thereof, then said City may, if it so elects, complete said contract and pay all costs thereof from said sum of Two Thousand Nine Hundred and No/100 Dollars
($2,900.00) deposited hereunder. Any balance of said sum remaining in the hands of said City upon the complete performance of said contract and the satisfaction of the conditions hereof shall be returned to said Proprietors.

Sealed with our seals and dated this ______ day of ________, 1953.

________________________ (L.S.)

________________________ (L.S.)

Approved by the Council of the City of Saginaw, the ______ day of ________, 1953.

________________________ Mayor

________________________ City Clerk

Approved as to substance:

________________________ City Manager

Approved as to form:

________________________ City Attorney
STAMFORD, Connecticut

DRAFT OF PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, That of the City of Stamford, County of Fairfield and State of Connecticut, as PRINCIPAL, and , as SURETY, are holden and stand firmly bound, jointly and severally, unto the City of Stamford, a municipal corporation of the State of Connecticut, located in Fairfield County in said State, in the penal sum of Dollars, to be paid to said City of Stamford, to the which payment well and truly to be made, we, the said obligors, do bind ourselves and our respective heirs, executors and administrators, and each and every one of them, for and in the whole sum aforesaid, firmly by these presents.

Signed with our hands and sealed with our seals this day of 195 .

THE CONDITION OF THIS OBLIGATION IS SUCH, That whereas (Principal) has entered into an agreement with the City of Stamford for the grading and construction of highways, installing of storm sewers and setting of street line monuments at locations indicated by the City Engineer of said City of Stamford, and all in accordance with the specifications and rules of said City Engineer on a project known as , and shown on a certain map entitled, "", which map is to be filed in the office of the City Clerk of said City of Stamford.

NOW, THEREFORE, if said (Principal) shall satisfactorily complete the making and grading of the above described and the installation of the storm sewers aforesaid, within (Maximum time - 2 years) years from the date hereof, subject to the approval of the City of Stamford, then this obligation to be void and of no effect, otherwise to remain in full force, power and virtue.

(Sign, Witness and Notarize)

(A certification is necessary from the Surety, which should accompany the Performance Bond)
KNOW ALL MEN BY THESE PRESENTS: That we ____________, of Tacoma, Washington, as Principal, and GENERAL CASUALTY COMPANY OF AMERICA, a Corporation organized and existing under the laws of the State of Washington and authorized to transact surety business in the State of Washington, as Surety, are held and firmly bound unto the STATE OF WASHINGTON, PIERCE COUNTY, THE COUNTY COMMISSIONERS OF PIERCE COUNTY AND THE TREASURER OF PIERCE COUNTY, in the penal sum of TEN THOUSAND AND 00/100 ($10,000.00) DOLLARS, lawful money of the United States of America, to be paid to the STATE OF WASHINGTON, PIERCE COUNTY, THE COUNTY COMMISSIONERS OF PIERCE COUNTY AND THE TREASURER OF PIERCE COUNTY.

Sealed with our seals and dated at Tacoma, Washington, this 1st day of October, 1951.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH THAT

WHEREAS, ________________ has replatted the Cronin's Second Addition in the Southwest Quarter of Section 1, Township 19 North, Range 2 East, Willamette Meridian, Pierce County, Washington, which is recorded in the official record of the County Auditor of Pierce County, Washington.

WHEREAS, ________________ is the owner of said property and desires to file said plat at the time prior to the construction of all roads and/or streets, concrete curbs and drainage facilities in said tract, and

WHEREAS, ________________ desires to guarantee the construction of said roads and/or streets in accordance with the instructions of the Pierce County Road Engineer as shown in the letter dated ________________, hereby referred to and made a part hereof.

NOW, THEREFORE, if the said ________________ shall construct said road and/or streets in accordance with the terms of said letter prior to October 1, 1952, then this obligation shall be null and void; otherwise to remain in full force and effect.

________________________
GENERAL CASUALTY COMPANY OF AMERICA

________________________
Attorney in Fact
WHITE PLAINS, New York

BOND FORM - CONSTRUCTION OF IMPROVEMENTS
NEW SUBDIVISIONS OR FIRST SECTION THEREOF

KNOW ALL MEN BY THESE PRESENTS, That (name and address) as PRINCIPAL, and the (insurance company), a corporation of the State of lawfully doing business in the State of New York and having an office and place of business at , as SURETY, are held and firmly bound unto THE CITY OF WHITE PLAINS, as OBLIGEE, in the sum of DOLLARS, lawful money of the United States, for the payment of which well and truly to be made, said PRINCIPAL and SURETY bind themselves their respective heirs, executors, administrators, successors and assigns, firmly by these presents.

SIGNED, sealed and dated this day of 195 .

THE CONDITION OF THIS OBLIGATION IS SUCH that

WHEREAS, the above bounden PRINCIPAL has applied to the PLANNING BOARD of the City of White Plains for its approval of a subdivision plat entitled "Map of (here insert full title)" completed , 195 and made by , Surveyor, White Plains, N.Y.

WHEREAS, the OBLIGEE requires the PRINCIPAL to furnish bond to the City of White Plains in the amount of $ conditioned that the above bounden PRINCIPAL, (his heirs, executors, administrators or assigns) its successors or assigns shall well and truly and in good sufficient and workmanlike manner * grade streets the full width, and install: survey monuments, curbs, sidewalks, * macadam pavement including sub-base, water mains including gates and hydrants, * storm water drains including manholes and catch basins with required curbs, * sanitary sewers including manholes, fire alarm cables in necessary underground * ducts, fire signal boxes, street signs, street lighting fixtures and street trees as required by the Planning Board and/or the Commissioner of Public Works in accordance with the construction plans entitled " " made by dated, , approved by the Commissioner of Public Works on , and also in accordance with the standards and specifications of the Commissioner of Public Works of the City of White Plains and to the satisfaction of the commissioner, all of which shall be completed within a period of one year from the date hereof.

NOW, THEREFORE, the condition of this obligation is such that if the above bounden PRINCIPAL, (his heirs, executors, administrators, or assigns) its successors or assigns shall well and truly, and in good sufficient and workmanlike manner, * grade streets the full width, and install: survey monuments, curbs, * sidewalks, macadam pavement including sub-base, water mains including gates * and hydrants, storm water drains including manholes and catch basins with
* required curbs, sanitary sewers including manholes, fire alarm cables in
* necessary underground ducts, fire signal boxes, street signs, street lighting
* fixtures and street trees, as required by the Planning Board and/or the
Commissioner of Public Works in accordance with the standards and speci-
fications of the commissioner of Public Works of the City of White Plains and
to the satisfaction of the commissioner, all of which shall be completed within
a period of one year from the date hereof then this obligation shall be null
and void, otherwise it shall remain in full force, virtue and effect.

In the event that the improvements covered by this bond have not been installed
to the satisfaction of the Commissioner of Public Works within the time speci-
fied herein, time to be of the essence of the agreement, the Common Council
of The City of White Plains may thereupon declare this bond to be in default and
the sum remaining payable hereunder shall thereupon be paid to The City of
White Plains.

(Add Signatures for Principal and
Surety, also acknowledgments)

* Omit items waived by Planning Board.
WHITE PLAINS, New York

BOND FORM - CONSTRUCTION OF IMPROVEMENTS

NEW SUBDIVISIONS - INTERMEDIATE OR FINAL SECTIONS

KNOW ALL MEN BY THESE PRESENTS, That (name and address) as PRINCIPAL, and the (insurance company), a corporation of the State of , lawfully doing business in the State of New York and having an office and place of business at , as SURETY, are held and firmly bound unto THE CITY OF WHITE PLAINS, as OBLIGEE, in the sum of DOLLARS, lawful money of the United States, for the payment of which well and truly to be made, said PRINCIPAL and SURETY bind themselves their respective heirs, executors, administrators, successors and assigns, firmly by these presents.

SIGNED, sealed and dated this day of 195 .

THE CONDITION OF THIS OBLIGATION IS SUCH that

WHEREAS, the above bounden PRINCIPAL has applied to the Planning Board of The City of White Plains for its approval of a subdivision plat entitled "Map of (here insert full title)" completed , 195 , and made by Surveyor, White Plains, N.Y.

WHEREAS, the OBLIGEE requires the PRINCIPAL to furnish bond to The City of White Plains in the amount of $ conditioned that the above bounden PRINCIPAL, (his heirs, executors, administrators or assigns) its successors or assigns shall furnish and file a composite map of Sections or in lieu thereof a composite map of Sections and shall well and truly and * in good sufficient and workmanlike manner grade streets the full width, and * install survey monuments, curbs, sidewalks, macadam pavement including sub-base, water mains including gates and hydrants, storm water drains including * manholes and catch basins with required curbs, sanitary sewers including manholes, fire alarm cables in necessary underground ducts, fire signal boxes, * street signs, street lighting fixtures and street trees as required by the Planning Board and/or the Commissioner of Public Works in accordance with the construction plans entitled " " made by , dated , approved by the Commissioner of Public Works on , and also in accordance with the standards and specifications of the Commissioner of Public Works of The City of White Plains and to the satisfaction of the commissioner, all of which shall be completed within a period of one year from the date hereof.

NOW, THEREFORE, the condition of this obligation is such that if the above bounden PRINCIPAL, (his heirs, executors, administrators or assigns) its * successors or assigns shall furnish and file said composite map and shall well * and truly, and in good sufficient and workmanlike manner, grade streets the * full width, and install survey monuments, curbs, sidewalks, macadam pavement * including sub-base, water mains including gates and hydrants, storm water drains
including manholes and catch basins with required curbs, sanitary sewers including manholes, fire alarm cables in necessary underground ducts, fire signal boxes, street signs, street lighting fixtures and street trees, as required by the Planning Board and/or the Commissioner of Public Works of The City of White Plains and to the satisfaction of the commissioner, all of which shall be completed within a period of one year from the date hereof then this obligation shall be null and void, otherwise it shall remain in full force, virtue and effect.

In the event that said composite map has not been filed or the improvements covered by this bond have not been installed to the satisfaction of the Commissioner of Public Works within the time specified herein, time to be of the essence of the agreement, the common council of The City of White Plains may thereupon declare this bond to be in default and the sum remaining payable hereunder shall thereupon be paid to The City of White Plains.

(Add Signatures for Principal and Surety, also acknowledgments);

*Omit items waived by Planning Board.
BOND FORM - CONSTRUCTION OF IMPROVEMENTS

OLD SUBDIVISIONS - UNIMPROVED STREETS ON OFFICIAL MAP

KNOW ALL MEN BY THESE PRESENTS, That (name and address) as PRINCIPAL, and the (insurance company), a corporation of the State of , lawfully doing business in the State of New York and having an office and place of business at , as SURETY, are held and firmly bound unto THE CITY OF WHITE PLAINS, as OBLIGEE, in the sum of DOLLARS, lawful money of the United States, for the payment of which well and truly to be made, said PRINCIPAL and SURETY bind themselves their respective heirs, executors, administrators, successors and assigns, firmly by these presents.

SIGNED, sealed and dated this day of , 195 .

THE CONDITION OF THIS OBLIGATION IS SUCH that

WHEREAS, the above bounden PRINCIPAL will apply to the City of White Plains for building permits on the lots abutting streets shown on construction plans for the improvement of said streets, entitled " " , made by dated and approved by the Commissioner of Public Works on 195 .

WHEREAS, the OBLIGEE requires the PRINCIPAL to furnish bond to the City of White Plains in the amount of $ conditioned that the above bounden PRINCIPAL, (his heirs, executors, administrators or assigns) its successors or assigns shall well and truly and in good sufficient and workmanlike manner grade * streets the full width, and install survey monuments, curbs, sidewalks, macadam * pavement including sub-base, water mains including gates and hydrants, storm water drains including manholes and catch basins with required curbs, sanitary sewers including manholes, fire alarm cables in necessary underground ducts, * fire signal boxes, street signs, street lighting fixtures and street trees as required by the Planning Board and/or the Commissioner of Public Works in accordance with the said construction plans, the standards and specifications of the Commissioner of Public Works of the City of White Plains and to the satisfaction of the commissioner, all of which shall be completed within a period of one year from the date hereof.

NOW, THEREFORE, the condition of this obligation is such that if the above bounded PRINCIPAL, (his heirs, executors, administrators, or assigns) its successors or assigns shall well and truly, and in good sufficient and workmanlike manner grade * streets the full width, and install survey monuments, curbs, * sidewalks, macadam pavement including sub-base, water mains including gates and hydrants, storm water drains including manholes and catch basins with * required curbs, sanitary sewers including manholes, fire alarm cables in

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necessary underground ducts, fire signal boxes, street signs, street lighting fixtures and street trees, as required by the Planning Board and/or the Commissioner of Public Works in accordance with the said construction plans, the standards and specifications of the Commissioner of Public Works of the City of White Plains and to the satisfaction of the commissioner, all of which shall be completed within a period of one year from the date hereof then this obligation shall be null and void, otherwise it shall remain in full force, virtue and effect.

In the event that the improvements covered by this bond have not been installed to the satisfaction of the Commissioner of Public Works within the time specified herein, time to be of the essence of the agreement, the Common Council of The City of White Plains may thereupon declare this bond to be in default and the sum remaining payable hereunder shall thereupon be paid to The City of White Plains.

(Add Signatures for Principal and Surety, also acknowledgments)

*Omit items waived by Planning Board.
Credits

Assistance was received from the following and is gratefully acknowledged:

Flint, Michigan. Planning Commission
    Gerald E. Childers, City Planner

Kern County California. Planning Commission
    Dan C. Cherrier, Planning Director

Lexington, Kentucky. Planning and Zoning Commission
    William B. Rogers, Director

Los Angeles, California. Department of City Planning
    Charles B. Bennett, City Planning Director

Montgomery County, Ohio. Planning Commission
    John M. Crane, Senior Planner

Montclair, New Jersey. Town Planning Board
    Robert F. Edwards, Town Planner-Secretary

New Orleans, Louisiana. City Planning and Zoning Commission
    Louis C. Bisso, Director-Secretary

Pasadena, California. City Planning Commission
    Paul A. Shaffer, Planning Director

Portland, Maine. City Planning Board
    Roger L. Creighton, Planning Director

Saginaw, Michigan. Department of Planning
    Russell O. Koenig, Director

Stamford, Connecticut. Planning Board
    Walter A. Wachter, Director

Tacoma, Washington. City Planning Commission
    Kenneth O. Wilcox, Chief Planning Engineer

White Plains, New York. Planning Board
    Albert W. Lockyear, Chairman.