

# PERFORMANCE BOND

Know all men by the presents: That we \_\_\_\_\_

as principal, hereafter referred to as "Owner", whose address is \_\_\_\_\_

\_\_\_\_\_ and \_\_\_\_\_

as surety whose address is \_\_\_\_\_ are held

and firmly bond unto the City of Toledo, Ohio, in the full and just sum of \_\_\_\_\_

(Determined by the Plan Commission)

which sum equals the cost of the improvement of lighting, landscaping and fencing as approved by Plan

Director in and lawful money of the United State of America, to the payment which sum of money well

and truly made and done, the said principal binds himself, his heirs, administrators, executors and assigns

and the said surety binds itself, its assigns and successors, jointly and severally, firmly these presents.

Signed, Sealed and Dated at Toledo, Ohio this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

Whereas, the said Owner is the owner of certain real property located at \_\_\_\_\_

\_\_\_\_\_ Toledo, Ohio, and is engaged in the remodeling of a

building, parking lot, or both which is located on or in connection with said real property; And

Whereas, the said Owner desires to provide landscaping, lighting and fencing as required to serve said real property.

Now, therefore, the condition of the foregoing obligation is such that if the said Owner shall faithfully observe the requirements the Plan Commission or such variations of these requirements which the City of Toledo may allow, on the said premises and shall complete the said fencing prior to occupying the said building or parking lot thereon, then this obligation shall become void; otherwise to be and remain in full force and effect in law.

In Witness thereof, the said principal has hereunto set his hand and seal, and the said surety has caused these presents to be signed and sealed with the corporate seal by its authorized agent the day and year first above written.

\_\_\_\_\_

(Principal)

\_\_\_\_\_

(Surety)