

NORTH CAROLINA

**PERFORMANCE BOND**

FORSYTH COUNTY

Bond No. \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS, that \_\_\_\_\_  
as Principal, and \_\_\_\_\_, as Surety, are held and firmly bound  
unto the City of Winston Salem or the City-County Planning Board in the sum of \_\_\_\_\_  
(\$\_\_\_\_\_) for the payment of which sum the Principal and Surety do hereby bind themselves, their  
heirs, executors, administrators and assigns, jointly and severally, firmly by these presents.

WHEREAS, the said Principal, as owner of that certain real estate subdivision known as \_\_\_\_\_  
\_\_\_\_\_, as shown on plat dated \_\_\_\_\_,  
prepared by \_\_\_\_\_, which owner proposes to improve and develop by installing.

All of said improvements to be fully installed and said work to be completed in accordance with City of  
Winston Salem or the N.C.D.O.T. standards and specifications with \_\_\_\_\_ months(s) from the date of  
the bond; and

WHEREAS, the said Principal has applied to the City-County Planning Board of Winston Salem and  
Forsyth County to approve the plat of said real estate development in order that same may be recorded in the  
office of the Register of Deeds of Forsyth County and in order that lots in said development may be offered for  
sale; and

WHEREAS, the Principal has contracted and agreed to install said improvements in a manner acceptable  
to the City Public Works Development or the N.C.D.O.T. as being within the standards and specification of the  
City of Winston Salem or the N.C.D.O.T. as a condition precedent to the Planning Board approving the plat of  
said development as aforesaid.

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION IS SUCH that if the said Principal shall  
perform his or its agreement with the City of Winston Salem or the City-County Planning Board as aforesaid and  
shall fully install and construct all of said improvements in a manner acceptable to the Director of Public Works  
or the District Engineer of the N.C.D.O.T. as being within the standards and specifications of the City of Winston  
Salem or the N.C.D.O.T., then this obligation shall be null and void; otherwise, the same shall remain in full force  
and effect.

It is understood and agreed that the City of Winston Salem or the City-County Planning Board may  
institute suit on this bond. If the principal fails to perform his or its agreement as above mentioned in all respects,  
at any time within one (1) year following the expiration of the period specified within the work described herein  
is to be done.

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

Principal: \_\_\_\_\_

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

Surety: \_\_\_\_\_

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

Attorney In Fact