

**FAITHFUL PERFORMANCE BOND
FOR SUBDIVISION IMPROVEMENTS REQUIRED
PURSUANT TO WASHOE COUNTY CODE CHAPTER 110**

KNOW ALL MEN BY THESE PRESENTS: That _____

(Name and Address {or legal designation} of Subdivider)

As Principal, hereinafter called "Principal", and, _____

(Legal description and Address of Surety)

authorized to do business of surety in State of Nevada, as Surety, hereinafter called "Surety", are held and firmly bound unto the COUNTY OF WASHOE, a political subdivision of the State of Nevada, as Obligee, hereinafter called "County", for the use and benefit of County in the amount of _____ Dollars (\$_____) for payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has by written agreement dated _____
(Date of Subdivision Improvement Agreement)

20_____, entered into contract with County for construction of certain subdivision improvements, to-wit: _____

_____ which contract is attached hereto and by reference made a part hereof, and is hereinafter referred to as the "Contract".

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if the Principal as subdivider in the Contract shall well and truly complete the aforescribed subdivision improvements, and faithfully perform each and all of the conditions of the Contract to be performed by him, at the times and places therein agreed upon and in conformity with the terms, specifications and conditions stated and referred to in the Contract, then this obligation shall be void; otherwise, it shall remain and be in full force and effect.

THE SURETY, for value received, hereby stipulates and agrees that no change, extension, addition or alteration of any provision of the Contract or in the plans, profiles, detailed drawings, and specifications, and no forbearance on the part of County shall operate to relieve Surety from liability on this bond and consent thereto without notice to or consent by Surety is hereby given, and the Surety hereby waives provisions of any law relating thereto.

THIS BOND, is executed for the purpose of complying with applicable provisions of Washoe County Code Chapter 110, and all acts amendatory thereof, and the Contract, and no right of action shall accrue on this bond to or for the use of any person or corporation other than County or the successors or assigns of County.

IN WITNESS WHEREOF, the above bounden Principal and the above bounden Surety have hereunto set their hands and seals, the _____ day of _____, 20__.

IN THE PRESENCE OF:

Principal (Seal)

(Witness-Name)

Title

Surety (Seal)

(Witness-Name)

Title Attorney-In-Fact