

Appendix E

SAMPLE SUBMITTAL FORMS

On the following pages are sample copies to use as a guide in the preparation of bonds and agreements for the development of subdivisions. For your convenience the enclosed Surety Bond is a fill-able PDF. The fill-able PDF allows the information to be entered into the application while online by tabbing through the form and entering applicable information. You will need Adobe Acrobat Reader 6.0 or greater. The form is designed to allow you to save it and/or make further changes in it if you wish. It is located in the window below.

It is necessary that you provide one original and one copy of the bond and the agreement with a certified copy of power of attorney attached to each set.

Sample Agreement Form for Development of Subdivisions

STATE OF LOUISIANA PARISH OF EAST BATON ROUGE

THIS AGREEMENT made and entered into this _____ day of, _____ 20____
by and between _____ Developer/Owner _____, hereinafter designated as
Developer/Owner, and the _____ (City of Baton Rouge, or Parish of East Baton Rouge, as the case
may be), herein represented by _____ Mayor-President.

W I T N E S E T H

WHEREAS, the Developer/Owner owns and desires to develop Lots _____ through _____
(Subdivision) _____, located in the (City of Baton Rouge, or Parish of East Baton
Rouge, as the case may be), Louisiana; and, WHEREAS, the final plat of Lots _____
through _____, inclusive, _____
Subdivision, will be given final approval by the Planning Commission of the City of
Baton Rouge and the Parish of East Baton Rouge, upon Developer/Owner posting a surety
bond insuring the satisfactory installation and construction of the following improvements:

(Describe improvements as determined by Department of Public Works)

As shown on the plat prepared by _____, Civil Engineer, attached
hereto and made a part hereof, according to the terms and conditions of this agreement; and,

WHEREAS, the Developer/Owner now desires final approval of the Plat of _____

Subdivision prior to the installation and construction of the above described improvements,
which improvements will be installed and constructed at Developer/Owner sole cost and
expense:

NOW, THEREFORE, it is hereby agreed by and between the Developer/Owner and the _____
(City of Baton Rouge or Parish of East Baton Rouge) _____ that for and
in consideration of the final approval of Lots _____ through _____ inclusive _____
(Subdivision) _____, and the sale of lots therein without the above described
improvements more particularly shown on the attached plan profile, having been first
completed and approved, Developer/Owner binds and obligates himself within __ months from
date hereof, to install and construct the described improvements in accordance with plans
prepared by _____, Civil Engineer, which plans meet the
requirements of the Louisiana State Board of Health and have been approved by the Director of
the Department of Public Works of the City of Baton Rouge and Parish of East Baton Rouge,
said plans being attached hereto and made a part hereof.

The Developer/Owner, in order to further insure faithful performance of said obligation, has
executed a surety bond in the amount of \$ _____, which bond is attached hereto and made a
part hereof, to guarantee the installation and construction of the following improvements:

(Describe improvements same as above)

according to plans and specifications therefore. Said bond may be canceled only after said work
has been completed, inspected and approved by written acceptance of the Director of Public
Works of the City of Baton Rouge and the Parish of East Baton Rouge.

The above described improvements shall be constructed under the supervision of _____, Civil Engineer, in full compliance with the specifications and requirements of the _____ (City of Baton Rouge or Parish of East Baton Rouge), and when completed said engineer shall furnish the Director of the Department of Public Works with a certificate of satisfactory completion.

It is further understood by and between the parties to this agreement that in the event said improvements are not constructed within _____ months from date hereof _____ (the City of Baton Rouge or the Parish of East Baton Rouge) shall have and is hereby granted the right, without putting the said Developer/Owner in default, to ipso facto call upon the said surety to complete the improvements here in above described, and in default of the surety promptly causing such improvements to be constructed according to the plans and specifications therefore, the _____ (City of Baton Rouge, or the Parish of East Baton Rouge) shall have the right to cause the improvements to be made and to call upon said surety for payment of all costs and expenses incurred in the construction thereof.

IN WITNESS WHEREOF, these presents have been signed in the presence of the undersigned competent witnesses, at Baton Rouge, Louisiana, on this _____ day of _____ 20__.

WITNESSES:

By: _____
(Name of Subdivider or Developer/Owner)

(Address of Subdivider or Developer/Owner)

PARISH OF EAST BATON ROUGE

By: _____
(Mayor-President)

Sample Surety Bond

**STATE OF LOUISIANA
PARISH OF EAST BATON ROUGE**

KNOW ALL MEN BY THESE PRESENTS, That _____ of Baton Rouge, Louisiana, as principal and, _____ as Surety are held and firmly unto _____ Louisiana, and to all contractors, sub-contractors, journeymen, cart men, trackmen, workmen, laborers, mechanics, and furnishers of materials jointly as their interest occur, in the sum of _____ (\$ _____) Dollars in lawful current money of the United States, for which payment will and truly be made, we bind ourselves, our heirs, successors and assigns, in solido, by these presents.

Dated and signed at Baton Rouge, Louisiana this _____ day of _____, 20__.

THE CONDITIONS of this obligation are such that whereas, the above named principal did on the _____ day of _____, 20_____, enter into a certain contract with Mayor-President of the _____ to build or construct streets, sidewalks, curb and gutters, drainage and sewerage facilities in accordance with the plans and specifications prepared by _____ and approved by the Department of Public Works of the Parish of East Baton Rouge;

NOW, THEREFORE, if the aforesaid principal shall well and truly and faithfully perform said contract and comply with all its terms, covenants and conditions, according to its tenor and discharge all of said principal's obligations thereunder, and shall fully pay and discharge all of said principal's obligations to contractors, sub-contractors, journeymen, cart men, workmen, laborers, mechanics and furnishers of materials employed and furnished in the execution of said contract then this obligation shall be null and void; otherwise to be and remain in full force, effect, and virtue.

IN TESTIMONY WHEREOF, we have hereunto set our hands, in the presence of the two undersigned competent witnesses, this day, month and year above written.

WITNESSES:

By: _____
(Attorney-in-Fact)

(Address of Attorney-in-Fact)

By: _____
(Signature of Developer/Owner)

(Address of Developer/Owner)

Sample Maintenance Agreement Form

**STATE OF LOUISIANA
PARISH OF EAST BATON ROUGE**

THIS AGREEMENT made and entered into this _____ day of _____, 20____
by and between _____ (Name of Developer/Owner), hereinafter
designated as Developer/Owner and the City of Baton Rouge, or Parish of East Baton Rouge,
as the case may be), herein represented by _____ Mayor-President.

W I T N E S S E T H:

WHEREAS, the Developer/Owner has subdivided Lots _____ through _____
_____, _____ Subdivision, and has received approval and acceptance
from the Director of the Department of Public Works for subdivision improvements constructed
therein;

(Describe construction improvements as determined by Department of Public Works)

WHEREAS, under the provisions of Section 4.102.H, Unified Development Code, the
Developer/Owner is required to maintain certain improvements for a period of twelve (12)
months:

NOW, THEREFORE, it is hereby agreed by and between the Developer/Owner and the _____
_____ that the Developer/Owner hereby agrees that he will keep all filled
trenches, pipes, manholes, structures, and paved or unpaved surfaces constructed by him in
Subdivision in good condition, and will make such repairs to any defect in materials or
workmanship as may develop or be discovered when called upon to do so by the Director of the
Department of Public Works.

It is agreed that this agreement shall be in full force and effect for a period of one (1) year from
_____, 20_____.

IN WITNESS WHEREOF, these presents have been signed in the presence of the undersigned
competent witnesses, at Baton Rouge, Louisiana on this _____ day of _____, 20____.

WITNESSES:

By: _____
(Name of Developer/Owner)

(Address of Developer/Owner)

PARISH OF EAST BATON ROUGE

By: _____
(Mayor-President)

Sample Maintenance Bond Form

**STATE OF LOUISIANA
PARISH OF EAST BATON ROUGE**

KNOW ALL MEN BY THESE PRESENTS, That _____, Baton Rouge, Louisiana, as Developer/Owner and, _____ as surety are held and firmly bound unto _____, Louisiana, in the sum of (\$_____) Dollars in lawful current money of the United States, for which payment will and truly be made, we bind ourselves, our heirs, successors and assigns, in solido, by these presents.

Dated and signed at Baton Rouge, Louisiana this _____ day of _____, 20__.

THE CONDITIONS of this obligation are such that whereas, the above named Developer/Owner did on the _____ day of _____, 20_____, enter into a certain contract with Mayor-President of the _____ to maintain for a period of one (1) year from _____, 20_____, the improvements in _____ Subdivision, and keep all filled trenches, pipes, manholes, structures, and paved or unpaved surfaces constructed by him in good condition, and shall make such repairs to any defects in materials or workmanship as may develop or be discovered when called upon to do so by the Director of the Department of Public Works:

NOW, THEREFORE, if the aforesaid principal shall well and truly and faithfully perform said contract and comply with all its terms, covenants and conditions, according to its tenor and discharge all of said principal's obligations thereunder, and shall fully pay and discharge all of said principal's obligations to _____, then this obligation shall be null and void; otherwise to be and remain in full force, effect, and virtue.

IN TESTIMONY WHEREOF, we have hereunto set our hands, in the presence of the two undersigned competent witnesses, this day, month and year above written.

WITNESSES:

By: _____
(Attorney-in-Fact)

(Address of Attorney-in-Fact)

By: _____
(Signature of Developer/Owner)

(Address of Developer/Owner)

Sample Agreement Form To Be Used With Cash Bond

**STATE OF LOUISIANA
PARISH OF EAST BATON ROUGE**

THIS AGREEMENT made and entered into this _____ day of _____, 20_____
by and between, _____ Developer/Owner _____ hereinafter designated as
Developer/Owner, and the PARISH OF EAST BATON ROUGE, herein represented by the
Honorable _____ Mayor-President.

W I T N E S S E T H:

WHEREAS, the Developer/Owner owns and desires to develop lot _____, _____
Subdivision, _____ Filing, and WHEREAS, the final plat of lot _____, _____
Subdivision, _____ Filing, will be given
final approval by the Planning Commission of the City of Baton Rouge and the Parish of East
Baton Rouge, upon Developer/Owner posting a bond insuring the satisfactory installation and
construction of the following improvements:

(Describe construction improvements as determined by Department of Public Works)

as shown on plans prepared by _____ Civil Engineer, attached hereto and
made apart hereof, according to the terms and conditions of this agreement and,

WHEREAS, the Developer/Owner now desires final approval of the Plat of Lot _____, _____
Subdivision _____ Filing, prior to the installation and
construction of the above described improvements which improvements will be installed and
constructed at Owner's sole cost and expense:

NOW, THEREFORE, it is hereby agreed by and between the Developer/Owner and the Parish of
East Baton Rouge that for and in consideration of the final approval of lot _____, _____
Subdivision _____ Filing, Developer/Owner binds and
obligates himself within ____ months from date hereof, to install and construct the described
improvement in accordance with plans prepared by _____, Civil Engineer,
which plans meet the requirements of the Louisiana State Board of Health and have been
approved by the Director of the Department of Public Works of the City of Baton Rouge and
Parish of East Baton Rouge, said plans being attached hereto and made a part hereof.

THE Developer/Owner, in order to further insure faithful performance of said obligation, has
executed (cashier check) in the amount of _____, which check is attached hereto and
made a part hereof, to guarantee the installation and construction of the following
improvements:

According to plans and specifications therefore, said bond may be canceled only after said work
has been completed, inspected and approved by written acceptance of the Director of Public
Works of the City of Baton Rouge and the Parish of East Baton Rouge. The above-described
improvements shall be constructed under the supervision of _____
_____, Civil Engineer, in full compliance with the specifications and requirements of the
Parish of East Baton Rouge, and when complete said engineer shall furnish the Director of the
Department of Public Works with a certificate of satisfactory completion. It is further
understood by and between the parties of this agreement that in the event said improvements
are not constructed within _____ months from date hereof the Parish of East Baton Rouge

shall have and is hereby granted the right, without putting the Developer/Owner in default to cause the improvements to be made and to use deposit made herewith for payment of all costs and expenses incurred in the construction thereof. Failure of the Developer/Owner to install and construct the improvements specified within the time limits of this agreement shall be reason to forfeit the bond. If the Developer/Owner installs and constructs the improvements and fails to request a refund of the bond in writing within one year after the time limits specified with this agreement, no refund will be made to the Developer/Owner.

IN WITNESS WHEREOF, these presents have been signed in the presence of the undersigned competent witnesses, at Baton Rouge, Louisiana, this ____day of _____, 20__.

WITNESSES:

By: _____
(Name of Developer/Owner)

(Address of Developer/Owner)

PARISH OF EAST BATON ROUGE

By: _____
(Mayor-President)