

Contractors
Bundle

Pb Spinner
Contractors.

Shade Trees

C. S. Bull
City Atty

Know all Men by these Presents, That Wm. L. G. Pfunder
as principal, and Henry Weber
and Chas. V. Wiltzingerode — as sureties, all of the County of Multnomah, State of Oregon, are held and firmly bound unto the City of Portland, in the sum of Five Hundred Dollars, lawful money of the United States, for the payment whereof, well and truly to be made, we and each of us, jointly and severally, bind ourselves, our heirs, executors and administrators firmly by these presents.

Sealed with our seals, and dated this 29th day of March. A. D. 1872

The condition of the above obligation is such, that whereas the above bounden L. G. Pfunder has this day entered into contract with the City of Portland, to furnish the City with shade and Ornamental trees and to cultivate and care for the shade trees of said City for the space of 3 years — ~~Street, in accordance with the provisions of Ordinance number~~
Now if said contractor shall well and faithfully perform all the covenants and conditions in said contract mentioned, then this obligation to be void, otherwise to be and remain in full force and virtue.

Signed and Sealed in presence of

L. G. Pfunder } L. S. }
Henry Weber } L. S. }
C. V. Wiltzingerode } L. S. }

STATE OF OREGON,
County of Multnomah. } ss.

I, Henry Weber and I, Chas. V. Wiltzingerode do solemnly swear, each for himself, that I am a free holder in the County of Multnomah, State of Oregon, and that I am worth the sum of Five Hundred dollars over all debts and liabilities, and property exempt from execution, and that I am in no way interested in the contract referred to in the foregoing obligation, so help me God.

Subscribed and sworn to before me
this 29 day of March 1872

W. S. Caldwell
Auditor of Clatsop

Henry Weber
C. V. Wiltzingerode

This Agreement made and entered into
this the 29th day of March AD 1872 by
and between L G Pfunder party
of the first and the City of Portland
by the Committee of the Common Council
of said City on Streets and Public
Property viz Edm Burton W Linn Hill
and Jm Caywood party of the
second Part

Witnesseth - That the Party of the
first part for and in consideration
of the covenants and agreements of
the party of the second part herein
after set forth and described by the
said party of the second part to
be well and truly kept and
performed will furnish to the
party of the second part and
plant attend to prune continually
manner and care for for the
term of (3) three years the following
named shade and ornamental
trees - guaranteeing their growth
for said length of time - To wit
Maple Trees - of not less than 9 feet in height and

not less than 3 inches in diameter
Lombard Poplars of not less than 10
feet in height and not less than 7 1/2
inches in diameter -

Locusts of not less than 8 feet in
height and 1 1/2 inches in diameter -

Elm of not less than 10 feet in
height and 1 1/2 inches in diameter

Monterey and Italian Cypress of
not less than 5 feet in height

The said trees to be furnished
and planted in quantity and
kind & at the times as may be
directed by the Committee of the
Common Council on Streets and
Public Property -

Also - to dig around each tree
now set out on the Streets and
parks of said City and which
may be hereafter set out or
planted where it is practicable
so to do to a distance of
3 feet on all sides of said
trees once every year

Also - to maintain as much as possible

Also - to manure or make all
the trees of the City at least
once during the time specified
for the continuance of this agreement
as follows to wit: to furnish and
plant around each tree about
half a wagon load of manure -
Also to prune or trim all trees
now set out or planted on the
Streets or Parks of the City or
which may be hereafter set
out or planted when ever
it is proper and necessary -
Also to remove all dead or
dying trees and replant in
their stead living ones -
Also in case ~~of~~ any of the
trees furnished and planted
by the party of the first part
shall die the said party
will remove them and replant
new and growing trees in their
place and stand free of charge.
All of the above described
trees furnished as above described

to be strong healthy vigorous
trees and all the work to
be done in a good thorough
complete and workmanlike
manner -

In Consideration whereof the
said party of the Second part
agrees to pay to the party of
the first part upon the furn-
ishing of the trees as herein
provided and described and
the completion of the work as
herein provided and the
acceptance of the same by
the Committee of the Common
Council on Streets and public
Property as follows to wit -

For such Maple trees as described	8 7/8 cents each
For " Lombard Poplars " " "	\$1 00 "
For " Locusts trees " " "	\$1 00 "
For " Elm " " "	\$1 00 "
For " Monterey Cypress " "	\$1 50 "

For " Italian Cypress " " "	\$1 50 each
For Digging around cultivating trimming manuring and watering as described	22 cents per tree

Year " Italian Cypress " " " \$1⁵⁰ each
Year Digging around cultivating
trimming manuring and watering
as described 22 cents per tree per
year.

Payments to be made Semi-
Annually —

In Witness Whereof we have
hereunto set our hands this
the 29th day of March A.D. 1842

In Presence of } L. G. Funder

E. M. Benton
J. M. Baywood

Committee of the
Common Council of
the City of Portland on
Streets & Public Property

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~~Ph Pp~~

C. A. Ball,
City Atty