Executed in Duplicate **Bond Number: _____**

CITY OF MISSION VIEJO

GRADING BOND

A. WHEREAS, the City Council of the City of Mission Viejo, State of California (hereinafter "City"), has adopted by reference portions of the Orange County Code pursuant to City Ordinance No. 88-12, and has adopted the City of Mission Viejo Grading and Excavation Code pursuant to City Ordinance No. 10-286, located at Section 8.10 et seq. of the Codified Ordinances;

B. WHEREAS, Section 8.10.710 of the City of Mission Viejo Grading and Excavation Code, provides that an applicant for a grading permit shall provide a security, as hereinafter conditioned, to insure compliance with all terms of said Code and the terms of the grading permit;

C. WHEREAS, _____ (hereinafter designated as "Principal") has applied for a Grading Permit in order to perform grading and excavation on the following described property: _____;

D. WHEREAS, Principal has obtained the following discretionary permits and entered into the following agreements, all of which are prerequisites to obtaining said Grading Permit, (No. _____) and which are incorporated herein by reference and shall hereinafter be referred to as "Approvals": **GP:** _____;

E. WHEREAS, pursuant to City Resolution No. 10-59, the City has adopted the City of Mission Viejo Grading Manual;

F. WHEREAS, the City of Mission Viejo Grading and Excavation Code and the City of Mission Viejo Grading Manual shall hereinafter be referred to as the "Grading Code"; and

G. WHEREAS, the conditions of this bond are as follows:

(1) That all work shall be done in compliance with the Grading Code and other applicable laws, ordinances and regulations.

(2) That all work shall be done in accordance with approved plans and specifications and in compliance with the terms and conditions of said

Grading Permit and the Approvals to the satisfaction of the Director of Public Works.

(3) That for a period of one (1) year after the issuance of the certificate of completion, the Principal shall perform all maintenance and comply with all conditions required under said Permit, the Approvals, the Code, and all other applicable laws, ordinances and regulations.

(4) That in the event the Principal fails to comply with the above terms and conditions, the Surety will promptly comply with any lawful order of the Director of Public Works requiring the work authorized by the Permit to be completed and that the premises covered by the Permit be made safe to life and property to the satisfaction of the Director of Public Works, and in the event such Surety fails to promptly do so, the Surety will pay the City of Mission Viejo all costs and expenses incurred by said City in completing the work authorized by the Permit making the premises safe to the satisfaction of the Director of Public Works.

(5) That neither the City nor any officer, employee or agent thereof shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by Principal under or in connection with any works permitted under said Grading Permit. It is also understood and agreed that Principal shall fully indemnify, defend and hold City harmless from any liability imposed for injury (as defined in Government Code Section 810.8) occurring by reason of anything done or omitted to be done by Principal under or in connection with any work permitted under said Grading Permit.

1. NOW, THEREFORE, we, the Principal and _____ _____, as Surety, are held and firmly bound unto the City of Mission Viejo, California, in the penal sum of _____, lawful money of the United States, for the payment of

which we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

2. The condition of this obligation is such that the obligation shall become null and void if the above-bounded Principal, his or its heirs, executors, administrators, successors, or assigns, shall in all things stand to, abide by, well and truly keep, and perform the covenants, conditions, and provisions of this Bond; otherwise, this obligation shall be and remain in full force and effect.

3. As a part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by City in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

4. The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of said Grading Permit or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligations on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of said Grading Permit.

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IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, on _____.

SURETY

By:_____
Attorney-in-Fact

_____
Name

_____
Address

_____

(Attach Notary Acknowledgment)

PRINCIPAL

By:_____

_____
Name

_____
Title

_____
Address

_____

By:_____

_____
Name

_____
Title

_____
Address

_____

(Attach Notary Acknowledgment)

APPROVED AS TO FORM:

_____
William P. Curley III
City Attorney

CITY OF MISSION VIEJO

GRADING BOND EXECUTION INSTRUCTIONS

1. **All blanks in the bond form must be completed**. This includes identifying the location of the property to be graded at paragraph "C". In addition, all planning approvals or agreements must be identified at paragraph "D". For example, any and all tentative tract map numbers, site plan permits, CUPs and subdivision agreements must be identified. If there are no such approvals or agreements, they type "None".

2. **Both the Principal and the Surety must execute bonds.**

3. **If the Principal is a <u>corporation</u>**, the bond must be executed in the corporation name and signed by the President or Vice President and the Secretary or Assistant Secretary and the corporate seal affixed. As an alternative, others may sign on behalf of the corporation if a corporate resolution duly executed with the corporate seal affixed is presented authorizing the individuals who have signed the bond to bind the corporation.

   If the Principal is a <u>partnership</u>, the bond must be signed by all partners. If the partnership is comprised of two or more corporations, each corporation's President or a Vice President and Secretary or Assistant Secretary must sign the bond. The above alternative may also be used with the appropriate resolution.

   If the Principal is an <u>individual</u>, doing business under a fictitious name, it must be signed by all persons having an interest in the business, and the fictitious name must be signed also.

4. The names of all signatories must be typed in where indicated in the signature blocks.

5. **The signatures of both the Principal and the Surety on the bond must be notarized**.

6. The bond must contain signed approval by the City Attorney of the City of Mission Viejo.

7. The bond, after approval by the City Attorney, will be returned to the City Clerk for processing.

8. Two copies of the bond are to be given to the City (either two originals or one original and one copy).

SURETY ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of
County of _____)

On _____ before me, _____, Notary Public_____
(insert name and title of the officer)

personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ **(Seal)**

PRINCIPAL ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of
County of _____)

On _____ before me, _____, Notary Public_____
(insert name and title of the officer)

personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ **(Seal)**

Executed in Duplicate **Bond Number: _____**

CITY OF MISSION VIEJO

GRADING BOND

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B. WHEREAS, Section 8.10.710 of the City of Mission Viejo Grading and Excavation Code, provides that an applicant for a grading permit shall provide a security, as hereinafter conditioned, to insure compliance with all terms of said Code and the terms of the grading permit;

C. WHEREAS, _____ (hereinafter designated as "Principal") has applied for a Grading Permit in order to perform grading and excavation on the following described property: _____;

D. WHEREAS, Principal has obtained the following discretionary permits and entered into the following agreements, all of which are prerequisites to obtaining said Grading Permit, (No. _____) and which are incorporated herein by reference and shall hereinafter be referred to as "Approvals": **GP:** _____;

E. WHEREAS, pursuant to City Resolution No. 10-59, the City has adopted the City of Mission Viejo Grading Manual;

F. WHEREAS, the City of Mission Viejo Grading and Excavation Code and the City of Mission Viejo Grading Manual shall hereinafter be referred to as the "Grading Code"; and

G. WHEREAS, the conditions of this bond are as follows:

(1) That all work shall be done in compliance with the Grading Code and other applicable laws, ordinances and regulations.

(2) That all work shall be done in accordance with approved plans and specifications and in compliance with the terms and conditions of said

Grading Permit and the Approvals to the satisfaction of the Director of Public Works.

(3) That for a period of one (1) year after the issuance of the certificate of completion, the Principal shall perform all maintenance and comply with all conditions required under said Permit, the Approvals, the Code, and all other applicable laws, ordinances and regulations.

(4) That in the event the Principal fails to comply with the above terms and conditions, the Surety will promptly comply with any lawful order of the Director of Public Works requiring the work authorized by the Permit to be completed and that the premises covered by the Permit be made safe to life and property to the satisfaction of the Director of Public Works, and in the event such Surety fails to promptly do so, the Surety will pay the City of Mission Viejo all costs and expenses incurred by said City in completing the work authorized by the Permit making the premises safe to the satisfaction of the Director of Public Works.

(5) That neither the City nor any officer, employee or agent thereof shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by Principal under or in connection with any works permitted under said Grading Permit. It is also understood and agreed that Principal shall fully indemnify, defend and hold City harmless from any liability imposed for injury (as defined in Government Code Section 810.8) occurring by reason of anything done or omitted to be done by Principal under or in connection with any work permitted under said Grading Permit.

1. NOW, THEREFORE, we, the Principal and _____ _____, as Surety, are held and firmly bound unto the City of Mission Viejo, California, in the penal sum of _____, lawful money of the United States, for the payment of

which we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

2. The condition of this obligation is such that the obligation shall become null and void if the above-bounded Principal, his or its heirs, executors, administrators, successors, or assigns, shall in all things stand to, abide by, well and truly keep, and perform the covenants, conditions, and provisions of this Bond; otherwise, this obligation shall be and remain in full force and effect.

3. As a part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by City in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

4. The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of said Grading Permit or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligations on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of said Grading Permit.

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\\

\\

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, on _____.

SURETY

By:_____
Attorney-in-Fact

_____
Name

_____
Address

_____

(Attach Notary Acknowledgment)

PRINCIPAL

By:_____

_____
Name

_____
Title

_____
Address

_____

By:_____

_____
Name

_____
Title

_____
Address

_____

(Attach Notary Acknowledgment)

APPROVED AS TO FORM:

_____
William P. Curley III
City Attorney

CITY OF MISSION VIEJO

GRADING BOND EXECUTION INSTRUCTIONS

1. **All blanks in the bond form must be completed**. This includes identifying the location of the property to be graded at paragraph "C". In addition, all planning approvals or agreements must be identified at paragraph "D". For example, any and all tentative tract map numbers, site plan permits, CUPs and subdivision agreements must be identified. If there are no such approvals or agreements, they type "None".

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SURETY ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of
County of _____)

On _____ before me, _____, Notary Public_____
(insert name and title of the officer)

personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ **(Seal)**

PRINCIPAL ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of
County of _____)

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WITNESS my hand and official seal.

Signature _____ **(Seal)**