

Bond Number: _____

CITY OF RIVERSIDE

GRADING PERMIT SURETY BOND

Legal Address (APN) of Property covered by this Surety Bond:

Grading Permit No.

THIS GRADING PERMIT SURETY BOND (“Surety Bond”), dated this ____ day of _____, ____, by _____, whose principal street address is _____, hereinafter referred to as “Principal,” and _____, hereinafter referred to as “Surety.” Principal has made application to the CITY OF RIVERSIDE, hereinafter referred to as “City” for a grading permit (“Grading Permit”), to do and perform excavation and/or fill work within the City at the above location (“Project Site”), more specifically described in the application for a Grading Permit and in accordance with the provisions of Title 17 of the Riverside Municipal Code (“RMC”).

In connection with the Grading Permit, the Principal is required to furnish a surety bond in the sum hereinafter mentioned, conditioned as hereinafter set forth.

NOW, THEREFORE, we, the Principal and Surety are held and firmly bound unto the City, in the 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.

If the Principal complies with all the requirements of RMC Section 17.24.010 and all of the applicable provisions of Title 17 of said RMC and if all work completed complies with all of the terms and conditions of the Grading Permit to the satisfaction of the Public Works Department, then this obligation shall be terminated; otherwise it shall remain in full force and effect until all required work under the Grading Permit is completed to the satisfaction of the Public Works Department.

Surety and Principal further agree that in the event the grading work is not completed within the time allowed by the Grading Permit, or any extensions thereof, the City of Riverside may, at its option, and in addition to any other remedies available by law, complete or arrange for completion of the grading work, and all costs and expenses therefor shall become a debt due and owing to the City, as set forth in the Grading Permit.

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 the City in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the agreement, the work to be performed thereunder, or the specifications accompanying the agreement shall in any way affect or relieve its obligations under this bond. Surety hereby waives notice of any such change, extension of time, alteration, or addition to the terms of the agreement, the work, or the specifications, and further waives the provisions of California Civil Code Sections 2819 and 2845.

[signatures on the following page]

IN WITNESS WHEREOF, this Surety Bond has been duly executed by Principal and Surety on the day and year first written above.

PRINCIPAL

Name:
Title:

Name:
Title:

SURETY

Name:
Title: Attorney-in-fact

Address of Surety:

Telephone: _____

*All signatures must be acknowledged before a Notary Public

Approved as to Content:

Name: Gilbert Hernandez
Public Works Department

Approved as to Form:

Name: Ruthann M. Salera
City Attorney's Office

CALIFORNIA ALL-PURPOSE 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)

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State of _____
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WITNESS my hand and official seal.

Signature _____ (Seal)