

**SECURITY BOND FOR FAITHFUL PERFORMANCE OF
GRADING OR FILLING OF LAND**

Re: _____

WHEREAS, the City Council of the City of Whittier, State of California, enacted Chapter 12.28 of Title 12 of the City of Whittier Municipal Code titled Excavations and Grade Changes, and, _____ ("Principal") is required under the authority of Chapter 12.28 to obtain from the City a permit for such work (the "Grading Permit") which is incorporated herein by reference, in which Principal has agreed to perform, construct, and complete certain designated grading work; and

WHEREAS, under the terms of the Grading Permit and requirements of Chapter 12.28 sec. 12.28.070, Principal is required to file before commencing work a good and sufficient performance bond with the City of Whittier to secure faithful performance of the terms of the Grading Permit and the grading work to be completed and to:

1. Comply with all of the provisions of Chapter 12.28 and all applicable laws and ordinances;
2. Comply with all of the terms and conditions of the Grading Permit for excavation or fill to the satisfaction of the city engineer;
3. Complete all of the work contemplated under the Grading Permit within the time limit specified in the Grading Permit. The city engineer may, for sufficient cause, extend the time limit specified in the Grading Permit, but no such extension shall release the surety upon the bond.

NOW, THEREFORE, Principal and the undersigned as corporate surety, are held and firmly bound unto the City of Whittier in the sum of fifty thousand (\$50,000) dollars, to assure faithful performance of all terms and conditions of the Grading Permit. This bond is given in compliance with and subject to all of the provisions of the Grading Permit relating to performance of excavation and fill work on land in the City, and Title 12 of the Whittier Municipal Code.

This bond shall be and remain in full force and effect, and shall indemnify and hold harmless the City of Whittier, its officers, agents and employees until all terms, covenants, provisions and conditions of the Grading Permit, and any agreed upon alterations or additions thereto, are fully and well met and performed by the Principal, his or its heirs, executors, administrators, successors or assigns, to the satisfaction of the City of Whittier in the time and manner specified in the Grading Permit. Upon fulfillment of the obligations set forth in the Grading Permit as specified above, this obligation bond shall become null and void.

As part of the obligation secured hereby, Principal shall pay, in addition to the face amount of this bond, all costs and reasonable expenses and fees including reasonable

attorney's fees, incurred by the City of Whittier in successfully enforcing such obligation, as may be awarded by a court of competent jurisdiction in any judgement upon this bond.

The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Grading Permit or the specifications accompanying it shall in any manner affect its obligation on this bond and surety hereby waives notice of any such change, alteration or addition.

IN WITNESS WHEREOF, three (3) identical counterparts of this instrument, each of which shall for all purposes as deemed an original, have been duly executed by the Principal and Surety, as evidenced by the signatures of their duly authorized representatives whose signatures appear below, on this ____day _____of _____.

PRINCIPAL

(NOTARIZATION AND SEAL)

SURETY

(NOTARIZATION AND SEAL)

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)