

GRADING AND EROSION CONTROL BOND

Project ID: _____

1 **NAME OF APPLICANT:** _____
(referred to as "Applicant")

2 **DATE OF AGREEMENT:** _____

3 **NAME OF DEVELOPMENT:** _____
(referred to as "Development")

4 **NAME OF SURETY:** _____
(referred to as "Surety")

5 **ADDRESS:** _____

6 **AMOUNT OF SECURITY BOND:** _____ **EFFECTIVE DATE:** _____

7 **BOND NUMBER:** _____

8 **PREMIUM:** _____

9 WHEREAS, the City of Carlsbad, State of California, hereinafter referred to as "City", and
10 Applicant named on Line 1 of Page 1, hereinafter referred to as "PRINCIPAL", have entered into
11 an agreement entitled Grading and Erosion Control Agreement, dated as shown on Line 2 of
12 Page 1 and incorporated by reference, whereby PRINCIPAL agrees to complete certain
13 designated grading and erosion control work; and,

14 WHEREAS, said PRINCIPAL is required under the terms of said Grading and Erosion
15 Control Agreement and Chapter 15.16 of the Carlsbad Municipal Code to furnish a bond for the
16 faithful performance and guarantee of work under said agreement;

17 NOW, THEREFORE, we the PRINCIPAL and the Surety named on Line 4 of Page 1,
18 hereinafter referred to as "SURETY", are held and firmly bound unto City in the penal sum of the
19 amount stated on Line 6 of Page 1, lawful money of the United States, for payment of which sum,
20 well and truly to be made, we bind ourselves, our heirs, successors, executors and
21 administrators, jointly and severally, firmly by these presents.

22 The condition of this obligation is such that if the above bounded PRINCIPAL, their heirs,
23 executors, administrators, successors or assigns, shall in all things stand to and abide by, and
24 well and truly keep and perform the covenants, conditions and provisions in the Grading and
25 Erosion Control Agreement and Chapter 15.16, and any alteration thereof made as therein
26 provided, on their part, to be kept and performed at the time and in the manner therein specified,
27 and in all respects according to their true intent and meaning, and shall indemnify and save
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1 harmless the City, its officers, agents and employees, as therein stipulated, then this obligation
2 shall become null and void; otherwise, it 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 on
4 Line 6 of Page 1, there shall be included costs and reasonable expenses and fees, including
5 reasonable attorney's fees, incurred by the City in successfully enforcing such obligation, all to be
6 taxed as costs and included in any judgment rendered.

7 Surety hereby stipulates and agrees that no change, extension of time, alteration or
8 addition to the terms of the agreement or to the work to be performed thereunder or the
9 specifications accompanying the same shall in any way affect its obligations on this bond, and
10 it does hereby waive notice of any such change, extension of time, alteration or addition to the
11 terms of the agreement or to the work or to the specifications.

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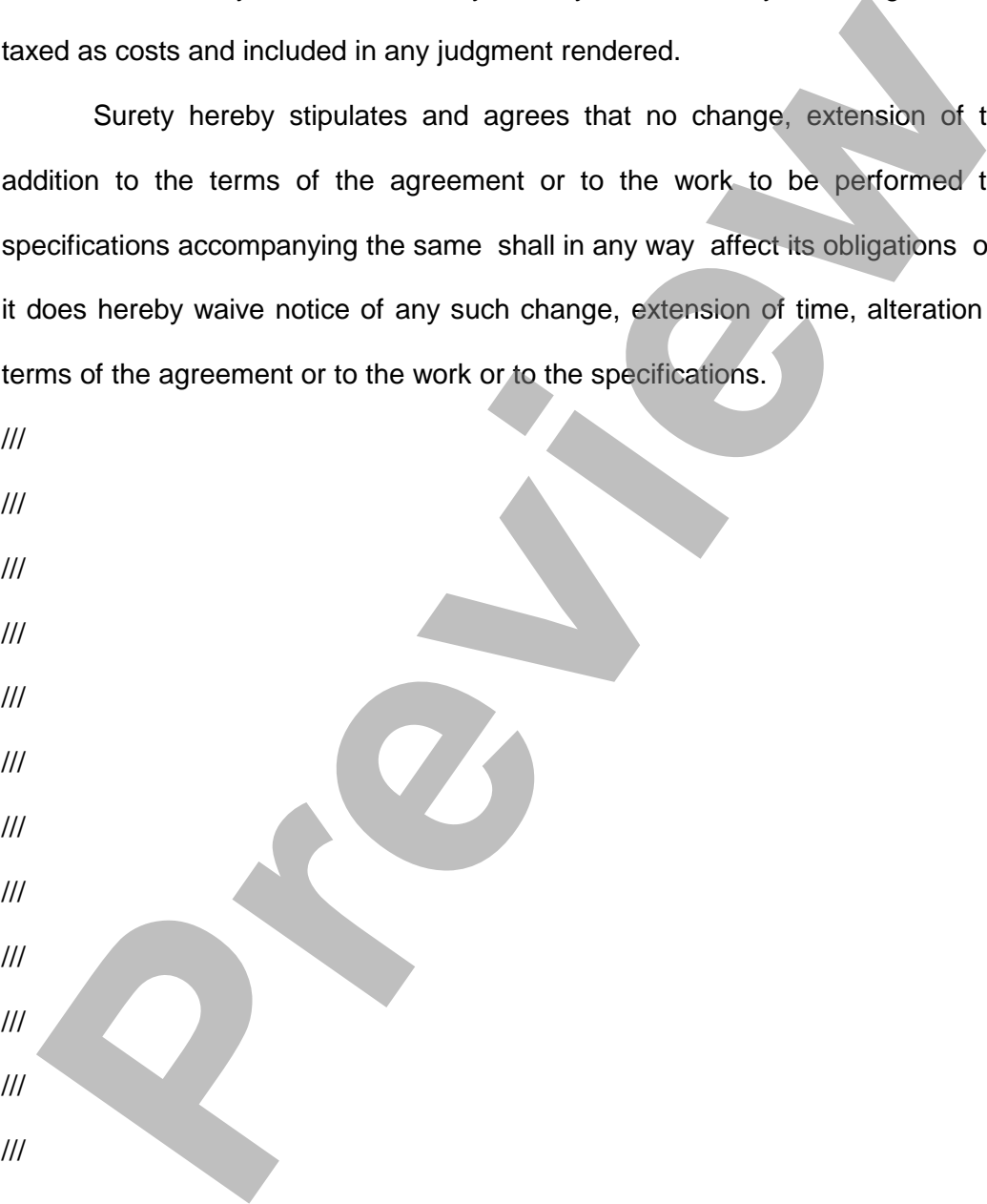
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Executed by PRINCIPAL this _____ day
of _____, _____.

Executed by SURETY this _____ day
of _____, _____.

PRINCIPAL:

SURETY:

(name of Principal)

(name of Surety)

By: _____
(sign here)

By: _____
(signature of Attorney-in-Fact)

(print name here)

(printed name of Attorney-in-Fact)

(title and organization of signatory)

(attach corporate resolution showing
current power of attorney)

By: _____
(sign here)

(print name here)

(title and organization of signatory)

(Proper notarial acknowledgment of execution by PRINCIPAL and SURETY must be attached)

(Chairman of the Board, President, or any Vice-President and secretary, any assistant secretary, the Chief Financial Officer, or any assistant treasurer must sign for corporations. If only one officer signs, the corporation must attach a resolution certified by the secretary or assistant secretary under corporate seal empowering that officer to bind the corporation.)

APPROVED AS TO FORM:

CELIA BREWER
City Attorney

By: _____
RON KEMP
Assistant City Attorney

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CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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 California)
County of _____)

On _____ before me, _____ **Notary Public**,
Date Here Insert Name and Title of the Officer

personally appeared _____
Name(s) of Signer(s)

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 _____
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____
Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

Signer's Name: _____
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 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____