

CITY OF MISSION VIEJO
SUBDIVISION MONUMENT BOND

WHEREAS, the City of Mission Viejo, State of California, and _____
(hereinafter designated as "Principal") have entered into an agreement whereby Principal has presented to the City for its approval a Final Subdivision Map, which Map carries the Engineer's or Surveyor's certificate that the monuments will be set on or before a specified later date, which said Agreement dated _____, 20____, and identified as Project _____
_____, is hereby referred to and made a part hereof; and

WHEREAS, said Principal shall insure the setting of monuments to guarantee payment to the Engineer or Surveyor for setting such monuments in said Subdivision, and as a prerequisite to the approval of said Final Subdivision Map; and

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 such sum well and truly to be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally.

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 in the agreement and any alteration thereof made as therein provided, on his or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to his or their true intent and meaning, and shall indemnify and save harmless the City of Mission Viejo, its officers, agents, and employees, as therein stipulated; otherwise, this obligation shall be and remain in full force and effect.

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.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement 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 the agreement or to the work or to the specifications.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, on _____, 20____.

(Seal)

(Seal)

SURETY

PRINCIPAL

By: _____

By: _____

(Name)

(Name)

(Address)

(Title)

(Address)

By: _____

APPROVED AS TO FORM:

(Name)

William P. Curley III
City Attorney

(Title)

(Address)
