

CITY OF MISSION VIEJO

LANDSCAPE BOND

This agreement is entered into between _____,
hereinafter referred to as "Principal" and the City of Mission Viejo, or its assigns,
hereinafter referred to as "City", to ensure the completion of landscape improvements on
the property located at _____,
Tract/Parcel No. _____,
Planning Department Case No. _____.

NOW, THEREFORE, IT IS AGREED THAT:

1. 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.
2. All work shall be done in accordance with approved plans and specifications
and in compliance with the Conditions of Approval, City of Mission Viejo
Development Code, City of Mission Viejo Guidelines and Specifications For
Landscape Development, City of Mission Viejo Landscape Design Manual
for Median Island and Quad Area Development as applicable, City of
Mission Viejo Grading and Excavation Code as applicable, and other
applicable laws, ordinances and regulations to the satisfaction of the
Director of Public Works.

3. Principal agrees to indemnify, protect, defend, and hold harmless the City and its elected and appointed officers, agents, and employees from any and all claims, demands, costs, or liability arising from or connected with the undertaking provided hereunder due to the negligent acts, errors, or omissions of Principal. Principal will reimburse the City for any expenditures, including reasonable attorney's fees, incurred by the City in enforcing the terms of this Agreement, or incurred by the City in defending against claims ultimately determined to be due to negligent acts, errors, or omissions of the Principal.
4. That for a period of one (1) year after final approval of improvements by City, the Principal shall perform all maintenance and comply with all conditions of approvals and all other applicable laws, ordinances and regulations.
5. 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 this agreement to be completed 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.
6. 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.

7. 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.
8. 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.

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

SURETY

PRINCIPAL

By: _____
Attorney-in-Fact

By: _____

Name

Name

Address

Title

(Attach Notary Acknowledgment)

Address

By: _____

Name

Title

Address

(Attach Notary Acknowledgment)

APPROVED AS TO FORM:

William P. Curley III
City Attorney