

CITY OF MISSION VIEJO
LANDSCAPE CASH 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.: _____

Grading Permit No.: _____

NOW, THEREFORE, IT IS AGREED THAT:

1. 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.
2. Principal does herewith post a cash bond in the amount of \$ _____ for which City acknowledges receipt.
3. a) If the Principal completes the landscape improvements in accordance with approved plans and specifications and in compliance with the 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; and
- b) Complies with all of the terms and conditions of the Conditions of Approval for the project, including but not limited to obtaining approved “as-built” plans, to the satisfaction of the Director of Public Works; and
 - c) Completes all of the landscape improvements within the time limit specified by the Director of Public Works and any extension or extensions thereof, the cash bond shall be released.
- 4.
- a) If principal, or its heirs, successors, executors, administrators, or assigns fails to comply with the aforementioned requirements, the Director of Public Works may order the work required to be completed or put in a safe condition to his satisfaction.
 - b) The cash bond shall be used as necessary to pay for the completion of this work. After completion of the work, any funds remaining in this bond shall be refunded to the Principal.
 - c) If the cost of the work exceeds the amount of this bond, Principal hereby agrees to reimburse the City for such excess costs.
 - d) Principal agrees that if the City brings suit to collect for the work contemplated by the approved landscape plans, reasonable attorney's fees as fixed by the court shall be paid by the Principal.
5. Principal agrees that for a period of one (1) year after final approval of improvements by the City, the Principal shall perform all maintenance and comply with all conditions of approvals and all other applicable laws, ordinances, and regulations.

6. Principal 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, with the specifications accompanying the Agreement, shall in any way affect its obligations on this bond. Principal hereby waives notice of any such change, extension of time, alteration, or addition to the terms of the Agreement, the work, or the specifications.

Dated: _____

Principal:

(Signature)

(Printed Name)

City Receipt No.: _____

(Title)

Address

(Attach Notary Acknowledgment)

APPROVED AS TO FORM:

William P. Curley III
City Attorney