



CITY OF NEWPORT BEACH
COMMUNITY DEVELOPMENT DEPARTMENT
BUILDING DIVISION

100 Civic Center Drive | P.O. Box 1768 | Newport Beach, CA 92658-8915
www.newportbeachca.gov | (949) 644-3200

GRADING PERMIT SURETY BOND

WHEREAS, the Chief Building Official for the City of Newport Beach, State of California (“City”), has granted Grading Permit No. [Grading Permit No.] to [APPLICANT-PRINCIPAL] hereinafter designated as the “Principal,” for excavation and/or fill work within the City of Newport Beach more specifically described in the application for a Grading Permit, which is incorporated herein by reference, at the property known as: [Legal Address of Property], and legally described as: [Legal Description], Assessor’s Parcel Number: [APN].

WHEREAS, the Chief Building Official has deemed it necessary for the Principal to secure a bond to assure that the work, if not completed in accordance with the approved plans and specifications will be corrected to eliminate hazardous conditions.

NOW, THEREFORE, we, the Principal, and

,
duly authorized to transact business under the laws of the State of California as Surety (hereinafter “Surety”), are held and firmly bound unto the City of Newport Beach, in the sum of [Dollar Words Dollars and 00/100 ([Insert \$]) lawful money of the United States of America, said sum being equal to 100% of the estimated costs required to complete the grading work, to be paid to the City of Newport Beach, its successors, and assigns; for which payment well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors, or assigns, jointly and severally, firmly by these present.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal, or the Principal’s heirs, executors or administrators fail to abide by, and well and truly keep and perform any or all the work, covenants, conditions, and agreements in the Grading Permit, in accordance with the approved plans and Title 15 of the Newport Beach Municipal Code, to be kept and performed at the time and in the manner therein specified, and in all respects according to its true intent and meaning, or fail to indemnify, defend, and save harmless the City, its officers, employees and agents, as therein stipulated, then, Surety will faithfully perform the same, in an amount not exceeding the sum specified in this Bond; otherwise this obligation shall become null and void.

As a part of the obligation secured hereby, and in addition to the face amount specified in this Bond, there shall be included costs and reasonable expenses and fees, including reasonable attorneys’ fees, incurred by City, only in the event City is required to bring an action in law or equity against Surety to enforce the obligations of this Bond.

Grading Permit Surety Bond

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This Bond shall be maintained by the Principal in full force and effect from the date hereof until the completion, to the satisfaction of the City of all the terms and conditions of the Grading Permit, or in the event of a change in ownership prior to the completion of the grading and the new owner selects to secure a new permit and post a new bond for the completion of the grading work, than this obligation shall be void; otherwise to remain in full force and effect.

It is further understood that the time limit specified in the Grading Permit may be extended for good and sufficient cause by the Chief Building Official. No such extension of time shall be valid unless the same be in writing and no such extension of time shall release the Principal or Surety from the obligation of this Bond.

In the event that the Principal executed this bond as an individual, it is agreed that the death of any such Principal shall not exonerate the Surety from its obligations under this Bond.

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

Property Owner Name (Principal)

Authorized Signature/Title

Property Owner Name (Principal)

Authorized Signature/Title

Surety Name

Authorized Agent Signature

Surety Address

Print Name and Title

Telephone

Approved as to Form:
CITY ATTORNEY'S OFFICE

Date:_____

By:_____

Aaron C. Harp
City Attorney

ACKNOWLEDGMENT

State of California
County of _____} ss.

On _____, 20____ before me,
_____, Notary Public, 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 signatures(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)

ACKNOWLEDGMENT

State of California
County of _____} ss.

On _____, 20____ before me,
_____, Notary Public, personally appeared
_____, who
proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
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(seal)