

# Surety Bond Form

PRINCIPAL: \_\_\_\_\_

CA #: \_\_\_\_\_

**KNOW ALL MEN BY THESE PRESENTS:**

That we, \_\_\_\_\_  
of \_\_\_\_\_ California, as

MAILING ADDRESS OF PRINCIPAL, INCLUDING ZIP CODE

principal, and \_\_\_\_\_

a corporation, as surety, are held and firmly bound unto the County of Orange, a municipal

corporation of the State of California in the sum of , \_\_\_\_\_

\$ \_\_\_\_\_, lawful money of the United States, for the payment of which well and truly to  
be made bind ourselves, jointly and severally, firmly by these presents.

Signed, sealed and dated this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

**THE CONDITION OF THE ABOVE OBLIGATION IS SUCH THAT:**

WHEREAS, the said Principal above names is the applicant under Grading Permit # \_\_\_\_\_  
of the County of Orange, California for grading, on the following described property:

Legal Address of property covered by this bond/ Legal Description:

**NOW THEREFORE, IT IS AGREED that if the Principal shall:**

- a) Comply with all of the provisions of the Orange County Grading and Excavation Code and other applicable laws and ordinances;
- b) Comply with all terms and condition of the permit to the satisfaction of the Building Official;
- c) Complete all work contemplated under the said permit within the time limit specified in the permit, and any extensions(s) thereof; and
- d) Reimburse the County for any work required by the permit that the Building Official deems necessary to complete, correct or otherwise undertake for the public safety, because of failure on the part of the Principal, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

**PROVIDED, HOWEVER,** that the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or modification of the permit or the work to be performed thereunder shall in any way affect its obligation on this bond and it does hereby waive notice of any such change, extension of time, alteration or modification of the permit or of the work to be performed thereunder; and

**PROVIDED, FURTHER,** that in case suit is brought upon the bond by the County or any other person who may bring an action on this bond, a reasonable attorney's fee, to be fixed by the Court, shall be paid by the Principal or Surety.

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## Acknowledgement

It is understood that the liability of the principal and surety upon this bond is a continuing obligation and shall be in effect from the date hereof until the completion, to the satisfaction of the County of Orange of all the terms and conditions of said 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, then this obligation shall be void; otherwise to remain in full force and effect.

**IN WITNESS WHEREOF**, the Principal and Surety have caused these presents to be duly signed, sealed and dated this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

(ATTACH ACKNOWLEDGEMENT)

\_\_\_\_\_  
PRINCIPAL

By: \_\_\_\_\_

By: \_\_\_\_\_

(ATTACH ACKNOWLEDGEMENT)

\_\_\_\_\_  
SURETY

By: \_\_\_\_\_

ATTORNEY IN-FACT

Address: \_\_\_\_\_

\_\_\_\_\_

(This bond must be acknowledged both as to principal and surety before a Notary Public)

### FOR DEPARTMENT USE ONLY

Permit #:  _____	Legal description and ownership compared with the Grading Permit application and found to be identical.  By: _____ PLAN CHECKER	Approved as to Form  _____, 20 _____
Date:  _____	Receipt #:  _____	Attorney By: _____ DEPUTY