



CITY of CALABASAS

Public Works Department
100 Civic Center Way
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**GRADING PERMIT CASH BOND
FORM L**

Legal address of property covered by this bond: _____

Legal Description: _____

THIS AGREEMENT, made and entered into this _____ day of _____, 20____ by _____, hereinafter called the "Principal," with the CITY OF CALABASAS, a municipal corporation, hereinafter called the "City."

WITNESSETH

WHEREAS, the above named Principal has applied to the Public Works Department of the City of Calabasas for issuance to said Principal, of a permit to do and perform excavation and / or fill work within the City of Calabasas at the above location owned by said Principal, more specifically described in the application for a Grading permit, and in accordance with the provisions of Title 17, Article V, Chapter 17.52 of the Calabasas Municipal Code, the Principal is required to furnish a bond in the sum hereinafter mentioned, conditioned as hereinafter set forth; and

WHEREAS, the Principal has deposited or will deposit with the City an amount in cash or as hereinafter mentioned, the receipt of which cash is hereby acknowledged; and the City has agreed to hold said deposit in trust to indemnify the City for all costs and expenses incurred by the City by reason of the violation by the Principal of any of the provisions of Title 17, Article V, Chapter 17.52 of the Calabasas Municipal Code and in accordance with Title 1, Chapter 1.17 of the Calabasas Municipal Code, and particularly Section 1.17.070 & 1.17.170 thereof.

NOW THEREFORE: If the Principal shall truly comply with all the requirements of Calabasas Municipal Code Chapter 17.52 and all of the applicable provisions of Title 17, Article V of said Code, and

If all work required to be done complies with all of the terms and conditions of the permit for excavation or fill to the satisfaction of the Public Works Department, and completed within the time limit specified in 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 then this obligation shall be void; otherwise to remain in full force and effect.

As security for the performance of his obligations hereinabove mentioned, the Principal does hereby forthwith upon the execution of this agreement, transfer and deliver unto said City of Calabasas, to be held for the purposes and upon the terms and conditions hereinabove and hereinafter set forth, the following amount of cash or:

_____ Dollars
(\$ _____).

IT IS FURTHER AGREED, that in the event of any by default by the Principal in the performance of any of his obligations required herein, the cash deposit or bonds shall, without any notice to or authority from the

undersigned, be used by the City to complete the required work to the satisfaction of the Public Works Department as provided in Calabasas Municipal Code Section 17.64.040(D).

WITNESS my hand and seal the day and year first above written.

PRINCIPAL (SEAL):

PRINCIPAL (SEAL):

All Signatures must be acknowledged before a Notary Public.

FOR DEPARTMENT USE ONLY

Permit Number: _____	Legal description and ownership compared with the grading Permit application and found to be identical. _____ Authorized Public Works Staff	Date: _____
Approved as to Content: _____ Of the City of Calabasas	Approved as to Form: _____ Scott H. Howard, City Attorney	