

\_\_\_\_\_  
District/Division Design Office  
Council District No.  
Date Issued: \_\_\_\_\_

## Oak Tree Replacement/Relocation Cash or Negotiable Security Bond

KNOW ALL MEN BY THESE PRESENTS:

THAT We, \_\_\_\_\_  
as PRINCIPAL and DEPOSITOR, are held and firmly bound unto the City Of Los Angeles, State of California, hereinafter called the CITY, and each officer and employee thereof, in the just and full sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) lawful money of the United States, to be held by the CITY on deposit with the City Treasurer until all of the requirements for which this deposit bond is a guarantee have been satisfied and the release hereof is authorized by the City Engineer. To this obligation, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally firmly by these presents.

THE CONDITION of the forgoing obligation is such that WHEREAS the above bounden PRINCIPAL has applied for a subdivision and said PRINCIPAL, in conjunction therewith, has agreed to plant replacement or relocated oak trees and assure their continuous living existence at the approved replacement or relocation site for three years from the date that such trees are replaced or relocated. Said replacement or relocated trees are to be planted in, at or adjoining:

The PRINCIPAL agrees to complete said planting on or before \_\_\_\_\_ or within any lawful extension of said term by the City Engineer. This bond is conditioned upon and guarantee due compliance with all of the applicable provisions of Article 7 of Chapter 1 of the Municipal Code of the CITY, as amended.

The PRINCIPAL further agrees to maintain the life of all oak trees not designated for removal and to replace any tree not designated for removal that dies as the result of the developer's work.

NOW, THEREFORE, if the above bounden PRINCIPAL shall well and truly perform the work specified hereinabove in all respects within the time specified for such performance, or within any lawful extension thereof, this obligation shall be void upon the delivery to the PRINCIPAL of a CERTIFICATE OF ACCEPTANCE signed by the City Engineer of the CITY, certifying that all of the requirements for which this bond is a guarantee have been completed to the satisfaction of the City Engineer; otherwise, this obligation shall be and remain in full force and effect until exonerated or canceled by the City Engineer.

IN THE EVENT of the failure of the undersigned PRINCIPAL to satisfactorily complete all of the requirements as stipulated herein; or, if this bond is given in connection with the deposit of negotiable securities, should the undersigned PRINCIPAL fail to replace the hereinabove described securities with a cash deposit or unmatured securities prior to the date of the FACE MATURITY, such replacement to be required by the City Engineer should the undersigned PRINCIPAL fail to satisfy all of the aforesaid requirements prior to said date of FACE MATURITY, and said replacement to be made necessary because of proof of ownership requirements for the sale or cashing of negotiable securities presented for redemption after date of FACE MATURITY as established in the Federal Reserve Bank of San Francisco's Notice to Banks, Bankers, and Others Concerned dated June 1, 1970; upon a declaration of default by the Board of Public Works of the CITY, the undersigned PRINCIPAL hereby authorizes and directs the CITY to encumber the funds under the above numbered cash bond or cash bonds, or to sell all or any part of the hereinabove described negotiable securities, the proceeds from said encumbrance or sale to be deposited in the PUBLIC WORKS TRUST FUND of the CITY, and thereafter to be used for the aforesaid oak tree relocation or replacement and maintenance of the same, as stipulated all as required by law.

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IN WITNESS WHEREOF, this instrument has been duly executed by the above named PRINCIPAL and SURETY on this \_\_\_\_\_ day of \_\_\_\_\_ A.D. 20 \_\_\_\_.

\_\_\_\_\_ (Principal)

\_\_\_\_\_ (Principal)

\_\_\_\_\_ (Principal)

\_\_\_\_\_ (Principal)

\_\_\_\_\_ (Surety)

By \_\_\_\_\_ (Attorney-in-Fact)

## Instructions to Signatories – Endorsements and Acknowledgments

**INDIVIDUALS** - Each individual above must sign all copies of this bond and attach a Notary Acknowledgment Jurat to each copy.

**PARTNERSHIP** - All general partners must sign all copies of this bond and attach a Notary Acknowledgment Jurat to each copy. One (1) copy of the Certificate of Partnership or Partnership Agreement, listing the names and addresses of all partners, must be attached to the original of this form. Corporate Partnerships - see CORPORATIONS below.

**CORPORATE** – Two (2) Corporate Officers (e.g., President/Vice President or Secretary/Assistant Secretary) must sign all copies of this bond, attach a Notary Acknowledgment Jurat to each, as well as impress or affix the corporate seal on each copy. Corporate Partnerships must also attach one (1) copy of the Certificate of Partnership or Partnership Agreement as required under “PARTNERSHIP” above.

**JOINT VENTURE** – Each Corporation or partnership participating in the joint venture must comply with the instructions under “PARTNERSHIP” and “CORPORATION” above.

**SURETY** – Verify the above execution requirements have been completed by PRINCIPAL your Attorney-in-Fact must sign all copies of this bond and attach a Notary Acknowledgment Jurat and impress or affix the corporate seal on each copy. One (1) current copy of the Power of Attorney for the Attorney-in-Fact must be attached to this bond.

Return the three (3) copies of this bond, fully executed, to:

Bond Control Section  
Developmental Services Division  
201 N. Figueroa St, Ste. 200  
Los Angeles, CA 90012

**Bureau of Engineering Receipt No.**