

**CASCADE CHARTER TOWNSHIP**

***SURETY BOND FOR LANDSCAPING***

(Minimal Acceptable Requirements)

Name of Project: \_\_\_\_\_

Location of Project: \_\_\_\_\_

Building Permit No.: \_\_\_\_\_ Surety Bond No.: \_\_\_\_\_

Surety Bond given by \_\_\_\_\_, as principal,  
of \_\_\_\_\_, City of \_\_\_\_\_,  
County of \_\_\_\_\_, State of Michigan,  
and \_\_\_\_\_

as surety, a corporation duly incorporated under the laws of the State of \_\_\_\_\_,  
and duly licensed to transact a surety business in the State of Michigan, to Cascade  
Charter Township as obligee, of 2865 Thornhills Avenue, SE, Grand Rapids, County of  
Kent, State of Michigan.

1. Principal and surety are bound to obligee in the sum of \_\_\_\_\_,  
\_\_\_\_\_ dollars (\_\_\_\_\_) for the payment of  
which principal and surety jointly and severally bind themselves, assigns, and legal  
representatives.

2. Principal has made application to establish, and/or maintain landscaping and  
plant features at said property within Cascade Charter Township in accordance with  
Chapter 20 of the Cascade Charter Township Zoning Ordinance, as amended.

3. This bond shall be in force for a period commencing with the date of issue of  
the building permit and remain in full force and effect for a maintenance period of one

(1) year after the completion date of the project as determined by the date of obligee's final inspection. On the determination of the obligee that any of the conditions stated herein have not been complied with, the obligee shall have recourse to the rights created under this bond.

4. If principal fully performs its obligation this bond shall be void; otherwise, the obligation shall remain in full force and effect, subject only to ensuing provisions of this bond. The above bounded principal shall do the following:

a. Faithfully install landscaping plant materials at the following ratios:

i. \_\_\_\_\_ canopy trees per 100 lineal feet

ii. \_\_\_\_\_ understory trees per 100 lineal feet

iii. \_\_\_\_\_ shrubs per 100 lineal feet

iv. \_\_\_\_\_ evergreen trees per 100 lineal feet; and

b. Faithfully install or have contracted to install all landscaping and plant materials in accordance with the approved landscaping site plan dated \_\_\_\_\_; and

c. Faithfully comply with the provisions of any stipulations under which this permit is issued (see Attachment A); and

d. Faithfully maintain all installed landscape plant materials in a neat and orderly fashion including mowing, fertilizing and pruning.

5. No liability shall attach to surety unless within thirty (30) days of discovery of any fact or circumstance indicating a possible claim hereunder. Written notice thereof containing all details then known is given to surety at its principle office located at \_\_\_\_\_, City of \_\_\_\_\_, County of \_\_\_\_\_ State of \_\_\_\_\_.

6. Surety may terminate its obligation hereunder by giving written notice to obligee and principal, provided, however, that such cancellation shall not be effective

until sixty (60) days following such notice, but such notice shall not affect this agreement in respect to any obligation which may have arisen prior to the receipt of such notice by obligee.

7. In case of default by principal, surety agrees to complete or procure completion of the obligations of principal, and surety, shall be subrogated to all the rights of the principal arising out of the default.

8. If any action or proceeding is initiated in connection with this bond, and any obligations arising hereunder, the venue shall be the County of Kent, State of Michigan.

9. If any one or more of the provisions of this bond are determined to be illegal or unenforceable by a court of competent jurisdiction, all other provisions shall remain effective.

10. This bond shall be binding on surety and its successors, assigns, and legal representatives.

\_\_\_\_\_

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Principal

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Surety