CURB, GUTTER, SIDEWALK AND ROAD IMPROVEMENT AGREEMENT

ROAD NUMBER _____

This Agreement is made and entered into this _____ day of _____ , 20 _____, by and between _____ hereinafter called "Applicant" and the County of San Luis Obispo, acting by and through its Director of Public Works, hereinafter referred to as "County".

WITNESSETH:

Pursuant to the provisions contained in the San Luis Obispo County Code, Section 22.54.030 and 23.05.106, the parties hereto do promise and agree one with the other as follows:

1. Applicant agrees to construct curb, gutter, sidewalk, and road Improvements for Building Permit Number _____-_____ and fronting property at:

_____

more particularly described as (Legal Address):

_____

_____

recorded Bk: _____at Pg: _____ of _____ (APN: _____) to the line and grade and in accordance with plans and specifications described in paragraph 2. Applicant will complete all work under this contract by _____. Additionally, Applicant agrees to post a performance bond (cash, cashiers or certified check, certificate of deposit, letter of credit, or surety) in the amount of $_____ dollars to guarantee the performance of the construction. Said bond shall also serve as a deposit for an encroachment permit as provided in Chapter 13.08.050 of the San Luis Obispo County Code.

2. County agrees to issue an encroachment permit which will include plans and specifications approved by the Department of Public Works covering the curb, gutter, sidewalk, and road improvements fronting Applicant's property.

3. Applicant hereby accepts and agrees to all of the terms, conditions, and provisions of the encroachment permit issued by County. In the event that the Applicant fails to complete the work within the time set forth above, or in accordance with the approved plans and specifications, it is agreed between Applicant and County that County may complete the work by any means available.

If a deposit (cash, cashiers or certified check, or certificate of deposit) has been made by Applicant, any cost of completing the work shall be deducted from the sum deposited; provided, that if the deposit is insufficient to cover the cost of the work, Applicant shall, on demand, reimburse County for the cost of completing the work in excess of the amount deposited. If a performance bond has been posted, Applicant shall, on demand, reimburse County for any cost of completing the work in excess of any proceeds County may receive from the surety on the bond.

4. Applicant shall defend, indemnify and save harmless the County of San Luis Obispo, its officers, agents and employees from any and all claims, demands, damages, costs, expenses, or liability occasioned by the performance or attempted performance of the provisions hereof, or in any way arising out of this Contract, including, but not limited to, inverse condemnation, equitable relief, or any wrongful act or any negligent act or omission to act on the part of Applicant, or of agents, employees, or independent contractors directly responsible to Application; providing further that the foregoing shall apply to any wrongful acts, or any actively or passively negligent acts or omissions to act, committed jointly or concurrently by Applicant, Applicant's agents, employees, or independent contractors and the County, its agents, employees, or independent contractors. Nothing contained in the foregoing indemnity provisions shall be construed to require Applicant to indemnify the County against any responsibility or liability in contravention of Section 2782 of the Civil Code.

5. Signatures. The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Agreement on behalf of the respective legal entities on whose behalf they are signing. This Agreement may be executed in counterparts and shall be fully effective as if signed by all parties whether or not the signatures of all the parties appear on the original or on any one copy of this Agreement and a facsimile signature shall be enforceable as an original.

IN WITNESS WHEREOF the parties have caused these presents to be executed as of the day and year first hereinabove written.

APPLICANT

By: _____
Applicant's signature

_____
Applicant's name

_____
Street & PO Box

_____
City, State, Zip

_____
Email address & Phone Number (8:00 a.m. to 5:00 p.m.)

COUNTY OF SAN LUIS OBISPO
John Diodati, Director of Public Works

By: _____
Development Services Division Manager

APPROVED AS TO FORM AND LEGAL EFFECT:
Jon Ansolabehere, County Counsel

By _____
Deputy County Counsel