



COUNTY OF SAN LUIS OBISPO

Department of Public Works

John Diodati, Director

CURB, GUTTER AND SIDEWALK SECURITY

ASSIGNMENT OF CERTIFICATE OF DEPOSIT

_____, hereinafter collectively referred to as Assignor, whose principal place of business is: _____ does hereby assign and set over to the County of San Luis Obispo, State of California, all right, title and interest of whatever nature of Assignor, in and to the insured account of Assignor at _____ evidenced by an account in the amounts of \$_____ and numbered _____, which is delivered to the County of San Luis Obispo herewith. Assignor agrees that this assignment carries with it the right in the insurance of the account by the Federal Deposit Insurance Corporation or the Federal Savings and Loan Insurance Corporation, and includes and gives to the County of San Luis Obispo the right to redeem, collect and withdraw the full amount of such account at any time WITHOUT NOTICE TO ASSIGNOR. This assignment is given as security to assure the performance of the conditions and obligations of the above CURB, GUTTER, SIDEWALK AND ROAD IMPROVEMENT AGREEMENT dated _____, 20_____, entered into between Assignor and the County of San Luis Obispo, a copy of which is on file in the office of the Department of Public Works of the County and is incorporated by reference herein as though set forth in full.

Assignor hereby notifies the above-named Bank of Savings and Loan of this assignment.

Dated: _____

ASSIGNOR:

By _____
(signature)

(print name and title)

RECEIPT FOR NOTICE OF ASSIGNMENT

Receipt is hereby acknowledged to the County of San Luis Obispo, State of California, of written notice of the assignment to said County of the account identified above. We have noted in our records the County's interest in said account as shown by the above assignment and have placed a hold on such account so that no funds shall be released therefrom without the prior written approval of the Department of Public Works of the County. We have retained a copy of this letter in our records. We certify and confirm that we have received no notice of any interest, lien, hold, or claim to the above-identified account prior to the above assignment to the County of San Luis Obispo and the signing of this letter. We agree to make payment to the County in accordance with the provisions of this letter and the banking or savings and loan laws applicable to this Bank or Savings and Loan, respectively.

Dated: _____

BANK OR SAVINGS AND LOAN:

(name of bank or savings and loan)

By _____
(signature)

(print name and title)

RECEIPT FOR SECURITY AND AUTHORIZATION TO PAY EARNINGS

Receipt is acknowledged of the above assignment and the account identified in the above assignment. It is understood, and the County of San Luis Obispo in accepting the above assignment agrees, that upon the performance of the conditions and obligations of the above-mentioned **CURB, GUTTER, SIDEWALK AND ROAD IMPROVEMENT AGREEMENT** and the completion of said improvements to the satisfaction of the Department of Public Works of the County, that the County of San Luis Obispo will forthwith release any and all of its interest in and to the above-identified account and will so notify said Bank or Savings and Loan by letter releasing its interest. The Bank or Savings and Loan is hereby authorized to pay any earnings on the above-identified account to the Assignor unless otherwise notified in writing by the Department of Public Works of the County of San Luis Obispo.

Dated: _____

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

File: