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## SUBDIVISION IMPROVEMENT AGREEMENT

**WHEREAS,** \_\_\_\_\_, as Subdivider, has presented a final map of (Tract No. or Parcel Map No.) \_\_\_\_\_ preparatory to the approval of the Board of Supervisors of the County of San Luis Obispo; but not all of the improvements required or conditions imposed by Title 21, Chapters 21.01 through 21.09 of the San Luis Obispo County Ordinance Code have been completed or performed; and

**WHEREAS,** the Subdivider desires to file said final map after the same has been approved by the Board of Supervisors of the County of San Luis Obispo;

**NOW, THEREFORE, THIS AGREEMENT** made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between \_\_\_\_\_ of the County of \_\_\_\_\_, State of California, hereinafter referred to as "Subdivider", and the COUNTY OF SAN LUIS OBISPO, a political corporation and one of the counties of the State of California, hereinafter referred to as "County";

### WITNESSETH

Pursuant to the provisions contained in San Luis Obispo County Ordinance Code, Sections 21.05.040 and 21.05.045, and in consideration of the approval by the Board of Supervisors and the filing of said subdivision map, the parties hereto do promise and agree one with the other as follows:

1. The Subdivider is to make and complete all of the improvements for (Tract No. or Parcel Map No.) \_\_\_\_\_ as shown on the plans thereof and as required and set forth in Title 21, Chapters 21.01 through 21.09 of the San Luis Obispo County Ordinance Code, or as amended.

2. It is further understood and agreed by and between the parties hereto that the following shall be completed by the Subdivider before the County of San Luis Obispo shall accept as completed said improvements in (Tract No. or Parcel Map No.) \_\_\_\_\_, to-wit:

**(Description of Improvements)**

Subdivider shall construct and install all improvements that are delineated and shown on the approved improvement plans for said Map, a copy of which is on file in the office of the Director of Public Works of the County and which are referred to and incorporated herein as though set forth in full.

3. The Subdivider promises and agrees to complete all improvement work referred to hereinabove to the satisfaction of the Department of Public Works of the County of San Luis Obispo on or before \_\_\_\_\_ 20\_\_\_\_.

4. If said improvement work is not completed on or before said date, the Subdivider agrees that the County may elect to complete the same.

5. If the County shall elect to complete said work or improvement, then and in that event, the Subdivider agrees that the County may at its option declare the bond or deposit, as hereinafter described, forfeited and utilize the proceeds, including any interest, to complete said improvements or that the County may complete said improvements and recover the full cost and expense thereof including reasonable attorney fees from the Subdivider and his surety.

6. The Subdivider shall, contemporaneously with the approval and filing of said final map, file with the Board of Supervisors of the County of San Luis Obispo a surety bond (in the form set forth on Exhibit A, which is attached hereto and made a part hereof), a cash deposit, or a certificate of deposit (with assignment to the County) in the amount of \$ \_\_\_\_\_, which sum is deemed sufficient by the Department of Public Works and which bond or deposit aforesaid shall guarantee payment to the County for all costs of work of improvement, engineering, inspection, and related incidental expenses done or incurred by the County as is provided for herein. Further, said Subdivider shall file in like manner a labor and materials payment bond (in the form set forth in Exhibit B, which is attached hereto and

made a part hereof), a cash deposit, or a certificate of deposit (with assignment to the County) in the amount of \$\_\_\_\_\_, securing payment to the contractor, to his subcontractors, and to persons renting equipment or furnishing labor or materials for said work or improvement. Periodic progress payments may be authorized to the Subdivider or to his order upon request by the Subdivider, provided however, no such progress payments shall be made for more than 90% of the value of any installation of work and provided that each such installment of work shall be completed to the satisfaction of the Department of Public Works. When a cash deposit is provided, it shall be credited to a trust fund for said Subdivision; and any such release will be made by the County Auditor upon written approval from the Department of Public Works.

7. The Subdivider further agrees to reimburse the County for the cost of inspection of all improvements and checking improvement plans by the Department of Public Works. For all services rendered by County personnel or its consultants, the Subdivider shall be charged and pay to the County the actual cost. The County shall invoice the Subdivider for such inspection and plan checking costs, and any amounts unpaid 30 days from the date of the County's invoice shall bear interest at the rate of 1% per month beginning 30 days after the date of said invoice. Upon written request from the Subdivider, said charges may be released from any cash deposit referred to hereinabove to the Department of Public Works.

8. Permission is hereby granted to the County, or its authorized agent, to enter upon the land which is the subject of (Tract or Parcel Map No.) \_\_\_\_\_ for the purpose of inspection of any and all improvements to be constructed or installed under this agreement.

9. The Subdivider further agrees to defend, indemnify, and save harmless the County and its officers, agents, and employees from any and all liability, claims, demands, suits, or causes of action from damages of whatsoever kind and nature and to whomsoever occurring, arising out of this agreement and/or the performance or attempted performance thereof, in whole or in part, by the Subdivider, and/or his agents, and/or employees.

10. It is further agreed that after completion and acceptance of the improvements as specified in paragraph 3, an amount determined by the Department of Public Works, up to 10% of the performance bond shall be retained and held for the guarantee and warranty of the work for a period of one year following the completion and acceptance thereof against any defective work or labor done, or defective materials furnished.

11. It is understood and agreed by and between the parties hereto that this agreement shall bind the heirs, executors, administrators, successors, and assigns of the respective parties to this agreement.

12. In the event legal action is taken to enforce the provisions of this agreement, the prevailing party shall be entitled to recover costs to enforce the agreement, including reasonable attorney fees.

**IN WITNESS WHEREOF** the Subdivider has hereunto set his hand and the County has caused these presents to be signed and its corporate seal hereto affixed by its duly sworn and authorized officers the day and year first hereinabove written.

**APPLICANT**

**COUNTY OF SAN LUIS OBISPO**

John Diodati, Director of Public Works

By: \_\_\_\_\_

Applicant's signature

By: \_\_\_\_\_

Development Services Division Manager

\_\_\_\_\_  
Applicant's name

\_\_\_\_\_  
Street & PO Box

\_\_\_\_\_  
City, State, Zip

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

**APPROVED AS TO FORM AND LEGAL EFFECT:**

Jon Ansolabehere, County Counsel

By \_\_\_\_\_

Deputy County Counsel