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The City of Victorville

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LAND DIVISION IMPROVEMENT CONSTRUCTION AGREEMENT

The parties to this agreement, dated this _____ day of _____, 20____, are the City of Victorville, a municipal corporation hereinafter called "City" and _____ including all assignees, heirs, mortgagees, and successors in interest, hereinafter called "Applicant".

RECITAL

WHEREAS, the Victorville Municipal Code requires certain improvements in connection with the development of real property, and

WHEREAS, the City Council requires that property owners, subdividers, and developers shall conform to the Master Plan of Streets and Highways of the City of Victorville; dedicate to the City such land as is necessary for the location or relocation of public utilities and street widths as established in the Master Plan of the City of Victorville; and construct the following improvements:

- 1) Construction of curbs, gutters, sidewalks, and asphalt pavement along the street frontages including ramps for the physically handicapped at all intersection in accordance with the requirements of the City Engineer;
- 2) Installation of drainage facilities along street frontages and in drainage easements in accordance with the requirements of the City Engineer;
- 3) Provisions for a water system with mains of sufficient size and having a sufficient number of outlets to furnish adequate water supply for each lot in accordance with the standards of the utility serving the area and with sufficient fire hydrants, gated connections and appurtenances to provide adequate fire protection in accordance with the standards of the fire protection district or agency having jurisdiction in the area;
- 4) Sanitary sewer facilities and connections for each lot to a sewerage system approved by the City Engineer on behalf of the Victorville Sanitary District and to the extent it is feasible as determined by the Planning Commission;
- 5) An approved type of street lighting system;
- 6) Installation of street signs as required;
- 7) The undergrounding of all existing overhead utility lines which meet the criteria within Ord. #1330;
- 8) The placing and construction of all public utility lines to each lot underground, including but not limited to, all gas, electric, communications, street lighting and cable television lines (for residential only) and the relocation of existing utility facilities where required by installation of street improvements; and

WHEREAS, the Planning Commission acting in behalf of the City Council, has made the finding that fulfillment of said construction requirements is necessary for reasons of health and safety or is a necessary prerequisite to the orderly development of the surrounding area.

COVENANTS

APPLICANT HEREBY CONVENANTS AS FOLLOWS:

- 1) To participate in any street improvement or off-site improvement program relating to all improvements listed above for the block, street, or area in which applicant's property is located, or which affects applicant's property at such time as the City Engineer requires applicant to install said improvements.
- 2) To pay the sum which is determined by the City Engineer to be applicant's pro rata share of the cost of the particular street or off-site improvement program, and be subject to the same provisions for payment that apply to all other persons who participate in said improvement program.
- 3) This agreement shall be binding upon and enforceable against applicant and all assignees, heirs, mortgagees, and successors in interest, and shall be recorded in the office of the County Recorder.
- 4) If applicant(s) or any successor in interest fails to comply with any term of this agreement or acts contrary to any ordinance of the City of Victorville, the City may bring action to enforce this agreement. In the even that the City incurs attorney's fees to enforce the provisions of the agreement, attorney's fees shall be imposed on the applicant. As used herein, "attorney's fees" shall be deemed to mean the full and actual cost of any legal services actually performed in connection with the enforcement of this agreement, calculated on the basis of the usual fees charged by the attorneys performing such services.
- 5) That the applicant's real property to which this agreement applies, and which will be included in any improvements program for the block, street, or area, is described as:

- 6) In consideration of the covenants contained herein applicant, including all successors as described in paragraph (3) hereinabove, further agrees that the applicant is familiar with the requirements of the Municipal Improvement Act of 1911 and 1913, California State Highways Code Sections 10000 et seq. Applicant further agrees to waive and give up each and every of the substantive and procedural requirements of said Municipal Improvement Act of 1911 and 1913 and any successor statutes for the purposes of causing installation of said improvements. Applicant further specifically waives his rights to notice, protest, and hearing as set forth in California Street and Highways Code, Sections 10300 et seq. or any successor statutes. This paragraph shall only apply in the event that the applicant fails to perform as required under this agreement.
- 7) This agreement creates and constitutes a lien against the real property described above for the purposes of securing performance of this agreement.

CITY HEREBY COVENANTS AS FOLLOWS:

- 1) That upon the completion of the required improvements determined to be satisfactory by the City Engineer, the City shall cause any existing liens related to said improvements to be released. The City Engineer shall have sole and exclusive discretion to recommend a partial release of lien(s) in the event that improvements are constructed in phases acceptable to the City Engineer.

STATE OF _____

COUNTY OF _____

On _____ before me, _____ Notary Public
(Date) (Name and title of the Officer)

personally appeared _____, who proved
(Name of person signing)

to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing is true and correct.

WITNESS my hand and official seal.

Signature _____
(Signature of officer)

(Seal)

Applicant: _____
(Signature)

(Signature)

CITY OF VICTORVILLE

By: _____
Mayor

Attest:

City Clerk

Approved as to Form:

City Attorney