

Recording Requested By:

CITY OF VICTORVILLE

When Recorded Please Return To:

CITY OF VICTORVILLE  
14343 Civic Drive  
Victorville, CA 92392

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UTILITY SURETY AGREEMENT

THIS AGREEMENT is made and entered into by and between the City of Victorville, hereinafter referred to as "City" and \_\_\_\_\_ hereinafter referred to as "Subdivider", both of whom understand as follows:

WITNESSETH

WHEREAS, Subdivider has presented to City for approval a final subdivision or parcel map (hereinafter called "Map") entitled \_\_\_\_\_; and

WHEREAS, Subdivider has requested approval of the map prior to the construction and completion of public utility facilities required by the City Planning Commission which are a part of, or appurtenant to, the subdivision (hereinafter called "Subdivision") designated in the map; and

WHEREAS, this agreement is executed pursuant to the provisions of the Subdivision Map Act of the State of California and Chapter 17 of the Victorville Municipal Code: and

WHEREAS, Subdivider is also entering into a Subdivision Agreement for the installation of public improvements required by the City Planning Commission:

NOW, THEREFORE, for and in consideration of the approval of the map, and in order to insure satisfactory performance of the Subdivider's obligations under said Subdivision Map Act and said Chapter 17, the Subdivider agrees as follows:

1. PERFORMANCE OF WORK

Subdivider will do and perform, or cause to be done and performed, in a good and workmanlike manner, to the satisfaction of the City Engineer and the appropriate utility companies, all of the installation of utility facilities required by the City Planning Commission including but not limited to gas, electric, communications, cable television, and water.

2. TIME OF COMPLETION

The time for completion will run concurrently with the time specified in the aforementioned Subdivision Agreement.

3. BINDING EFFECT OF AGREEMENT

This agreement shall be binding upon and enforceable against Subdivider and all assignees, heirs, mortgagees, and successors in interest and shall be recorded in the Office of the County Recorder.

4. BREACH OF AGREEMENT

If Subdivider or any successor in interest fails to comply with any terms 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 event that the City incurs attorney's fees to enforce the provisions of this 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, and shall not be limited to "reasonable attorney's fees" as defined in any statute or rule of court.

5. PROPERTY DESCRIPTION

The Subdivider's real property to which this agreement applies is described as follows:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

6. WAIVER OF RIGHTS

In consideration of the covenants contained herein applicant, including all successors as described in paragraph (3) hereinabove, further agrees that applicant is familiar with the requirement 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 substantive and procedural requirements of said Municipal Improvement Act of 1911 and 1913 and any successor statutes for the purposes of causing the 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.

7. SECURITY

This agreement created and constitutes a lien for the purposes of securing performance of this agreement.

APPLICANT:

\_\_\_\_\_  
\_\_\_\_\_

CITY OF VICTORVILLE

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

ATTEST:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
City Attorney

STATE OF CALIFORNIA }  
COUNTY OF \_\_\_\_\_ } ss  
}

On \_\_\_\_\_ before me, \_\_\_\_\_  
personally appeared \_\_\_\_\_

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(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.

WITNESS my hand and official seal.

Signature \_\_\_\_\_