

APPENDIX V

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SUBDIVISION AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____, 20____, by and between _____, hereinafter called "Subdivider", and the County of Butte, a political subdivision of the State of California, hereinafter called "County".

WITNESSETH:

The parties hereto agree that the Subdivider shall complete the road and street improvements, tract drainage and all other improvements required in the approved construction plans for the _____ Subdivision as per the map being filed at this time in the office of the County Recorder of the County; and Subdivider further agrees that the construction of said improvements shall be completed to the satisfaction of the Director of Public Works within one year from the date hereof, and shall be constructed in accordance with the approved plans on file with the Butte County Department of Public Works and the specifications for subdivision roads adopted by the County and the applicable sections of the current edition of the State of California Division of Highways Standard Specifications.

The Subdivider shall cause the work to be completed without undue delay except for inclement weather or other reasonable cause. Any delay in the completion of the work beyond the period stated, unless an extension thereof is approved by the Board of Supervisors, shall result in forfeiture of the cash deposit and/or security, or a portion thereof, for the completion of the work.

The Subdivider further agrees to maintain these subdivision roads for a period of one (1) year from the date of acceptance of the work by the County Board of Supervisors.

The Subdivider further agrees that he will pay all the costs of improvements when due, including all labor and materials and the costs of relocating existing utilities when such relocation is necessary to permit the construction of improvements required for the subdivision.

The Subdivider further agrees to pay for the setting and establishment of all survey monuments and points as shown on the filed subdivision map.

The Subdivider further agrees that at the time of execution of this agreement, he will deposit with the County in the form of a cash deposit or acceptable surety bond or bonds to guarantee the performance of work, payment for labor and materials, maintenance of the facilities for a one-year period, payment for surveying in the amount listed below, and payment of all costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by the County in successfully enforcing the obligations secured by this agreement:

1. Performance in amount of 50% of approved engineer's estimate: \$ _____
2. Labor and materials in amount of 50% of approved engineer's estimate: \$ _____
3. Maintenance bond in amount of 25% of approved engineer's estimate: \$ _____
4. Surveying bond in amount equal to estimate of work: \$ _____

The County in consideration of the terms above referred to, agree to permit the Subdivider to file and record said subdivision map and recognize the subdivision described therein as a subdivision complying with the ordinances and requirements of the County of Butte and the applicable laws of the State of California.

IN WITNESS WHEREOF, the parties hereto have set their hands the day and year first above written.

Approved:

COUNTY OF BUTTE

Chair of the Board of Supervisors

Department of Public Works

ATTEST: Paul McIntosh
Clerk of the
Board of Supervisors

Developer

Address

Developer

Address

MAINTENANCE BOND
(Typical Wording)

KNOW ALL MEN BY THESE PRESENTS: That (Owner or Contractor and Address) as Principal and the (Insurance Company) as a (Name of State) corporation authorized to execute bonds in the State of California, and duly authorized to transact a general surety business in the State of California, as Surety, are held and firmly bound unto County of Butte, State of California, in the sum of (25% of Contract Price) lawful money of the United States, for the payment of which, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH THAT: WHEREAS (The Principal) has

_____, and WHEREAS, the said (Principal) is required to give a bond in the amount of (25% Contract Price) to protect the said COUNTY OF BUTTE against the result of faulty materials or workmanship for a period of ONE YEAR from and after the date of completion and acceptance of said work;

NOW, THEREFORE, if the said (Principal) shall for a period of ONE YEAR from and after the date of completion and acceptance of said work, replace any and all defects arising in said work whether resulting from defective materials or defective workmanship, then the above obligation to be void; otherwise, to remain in full force and effect.

Signed and sealed this _____ day of _____, 20__.