

IMPROVEMENT SECURITY

DEPOSIT TO SECURE FAITHFUL PERFORMANCE OF AGREEMENT  
FOR LAND DEVELOPMENT IMPROVEMENTS

WHEREAS, the County Surveyor of the County of Santa Clara, State of California, (hereinafter called "County") and \_\_\_\_\_, (hereinafter called "Developer") have entered into an agreement dated \_\_\_\_\_, and identified as project \_\_\_\_\_, which is referred to and made a part hereof, whereby Developer agrees to install and complete certain designated public improvements, and

WHEREAS, Developer is required under the terms of said agreement to deposit cash to secure the faithful performance of the terms therein;

NOW, THEREFORE, Developer herewith deposits the sum of \$ \_\_\_\_\_ with County, receipt of which is hereby acknowledged (see attachment).

In the event that Developer or his successors in interest do not perform the covenants, conditions, and provisions of said agreement or any amendment thereof made as therein provided at the time and in the manner specified, then the aforesaid sum shall forthwith be deemed forfeited by Developer, and the same shall become the sole property of County to be used by County to complete the performance of the provisions of said agreement.

If the amount herewith deposited is insufficient to pay for performance of said agreement, Developer shall pay such deficit as is necessary, including reasonable attorneys' fees and costs of suit incurred to enforce this agreement.

Upon the satisfactory performance of the work to be done under said agreement, County shall relinquish such funds as are herewith deposited, without interest, less any sums used by County to complete performance of the work or pay any claims thereunder.

IN WITNESS WHEREOF, three identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by Developer on \_\_\_\_\_.

\_\_\_\_\_  
Developer

\_\_\_\_\_  
Address