

SANTA CLARA COUNTY LAND DEVELOPMENT ENGINEERING
Instructions Regarding Deferred Improvement Agreements

Your conditions of approval require that you submit a deferred improvement agreement for your land development project. Fill out the agreement form, attach an Exhibit A (legal description), and Exhibit B (description of the deferred improvements) to the agreement, and submit a signed and notarized agreement to the County for Processing and recordation.

1. Owner(s) signs and prints name on page 4 EXACTLY AS THE NAME(S) APPEAR ON THE GRANT DEED. THESE SIGNATURE(S) MUST BE NOTARIZED EXACTLY AS APPEARS ON THE GRANT DEED.
2. Prepare an "Exhibit A" as shown on the attached sample sheet. Use only one of the three methods provided on the sample. Retype on blank 8 ½" x 11" paper leaving at least 1 ½" margin at top of page.
3. Provide a plan view on "Exhibit B".

Recording requested
by Santa Clara County

To be recorded without fee
as per Gov. Code 6103

After recording return to:

Planning & Development/Land Dev. Engr.
70 W. Hedding St., 7th Floor, E. W.
San Jose, CA 95110

AGREEMENT BY OWNER OR HIS SUCCESSORS IN INTEREST
TO CONSTRUCT FUTURE LAND DEVELOPMENT IMPROVEMENTS
(DEFERRED IMPROVEMENT AGREEMENT)

Project Identification: _____

This is an agreement between the COUNTY OF SANTA CLARA, hereinafter referred to as
"County", and _____

_____ hereinafter referred to as "Owner".

WHEREAS, Owner desires to develop the property described in Exhibit A and wishes to defer construction of permanent improvements and County agrees to such deferment provided Owner agrees to construct improvements as herein provided.

NOW, THEREFORE, IT IS AGREED:

I. AGREEMENT BINDING ON SUCCESSORS IN INTEREST

This agreement is an instrument affecting the title or possession of the real property described in Exhibit A. All the terms, covenants and conditions herein imposed shall be binding upon and inure to the benefit of the successors in interest of Owner. Upon the sale or division of the property described in Exhibit A the terms of this agreement shall succeed to the obligations imposed on Owner by this agreement. Upon annexation to any City, Owner agrees to fulfill all the terms of this agreement upon demand by such City as though Owner had contracted with such City originally. Any annexing City shall have all the rights of a third party beneficiary.

II. STREET AND DRAINAGE IMPROVEMENTS

A. County and Owner Agree that the improvements set forth in this section may be deferred because:

It is not practical to install full street and drainage improvements at this time

B. Owner agrees to construct the following improvements on the property described in Exhibit A as well as required off-site improvements in the manner set forth in this agreement:

Improvements required by County and generally described on Exhibit B.
(County will cross out improvements that are not required).

1. Curb and Gutter
2. Sidewalks
3. Driveways
4. Street grading, base and paving
5. Storm drainage facilities
6. Erosion control plantings and facilities
7. Electroliers
8. Underground conduit with wiring and pull boxes.
9. Barricades and other improvements needed for traffic safety.
10. Street trees and other improvements between the curb and property line.
11. Relocation of existing fences, signs and utilities
12. Payments of a prop rata share of the costs as determined by the County of a storm drainage or street improvement which has been, or is to be, provided by others or jointly provided by Owner and others where such facility benefits the property described in Exhibit A.

C. When the County Road Commissioner or County Surveyor determines that the reasons for the deferment of the improvements as set forth in Section II no longer exists, he shall notify Owner in writing to commence their installation and construction. The notice shall be mailed to the current owner or owners of the land as shown on the latest adopted County assessment roll. The notice shall describe the work to be done by owners, the time within which the work shall commence and the time within which the work shall be completed. All or any portion of said improvements may be required at a specified time. Each owner shall participate on a pro rata basis in the cost of the improvements to be installed. If Owner is Obligated to pay a pro rata share of a cost of a facility provided by others, the notice shall include the amount to be paid and the time when payment must be made.

III. PERFORMANCE OF THE WORK

Owner agrees to perform the work and make the payments required by County as set forth herein or as modified by the Board of Supervisors, Owner shall cause plans and specifications for the improvements to be prepared by competent persons legally qualified to do the work and to submit said improvement plans and specifications for approval prior to commencement of the work described in the notice and to pay County inspection fees. The work shall be done in accordance with County standards in effect at the time improvement plans are submitted for approval. Owner agrees to commence and complete the work within the time specified in the notice and to notify the County at least 48 hours prior to start of work. In the event Owner fails to construct any improvements required under this agreement, County may, at its option, do the work and collect all the costs from the owner. Permission to enter onto the property of Owner is granted to County or its contractor as may be necessary to construct such improvements.

IV. JOINT COOPERATIVE PLAN

Owner agrees to cooperate upon notice by County with other property owners, the County and other public agencies to provide the improvements set forth herein under a joint cooperative plan including the formation of a local improvements district, if this method is feasible to secure the installation and construction of the improvements.

V. REVIEW OF REQUIREMENTS

If owners disagrees with the requirements set forth in any notice to commence installation of improvements he shall, within 30 days of the date the notice was mailed,

request a review of the requirements by the Board of Supervisors of County. The Decision of this Board shall be binding upon both County and Owner.

VI. MAINTENANCE OF IMPROVEMENTS

County agrees to accept for maintenance those improvements specified in Section II which are constructed and complete in accordance with County standards and requirements and are installed within rights of way or easements dedicated and accepted by resolution of the Board of Supervisors.

Owner agrees to provide any necessary temporary drainage facilities, access road or other required improvements, to assume responsibility for the proper functioning thereof, to submit plans to the appropriate County agency for review, if required, and to maintain said improvements and facilities in a manner which will preclude any hazard to life or health or damage to adjoining property.

BONDS

VII. Prior to approval of improvement plans by the County, Owner may be required to execute and deliver to the County a faithful performance bond and a labor and materials bond in an amount and form acceptable to County to be released by the Board of Supervisors in whole or in part upon completion of the work required and payment of all persons furnishing labor and materials in the performance of the work.

VIII. INSURANCE

Owner shall maintain, or shall require any contractor engaged to perform the work to maintain, at all times during the performance of the work called herein, a separate policy of insurance in a form and amount acceptable to County

IX. INDEMNITY

The Developer shall assume the defense and indemnity and save harmless the County, its officers, agents, and employees, from every expense, liability or payment by reason of injury "including death" to persons or damage to property suffered through any act or omission, including passive negligence or act of negligence, or both, of the Developer, his employees, agents, contractors, subcontractors, or anyone directly or indirectly employed by either of them, or arising in any way from the work called for by this agreement, on any part of the premises, including those matters arising out of the deferment of permanent drainage facilities or the adequacy, safety, use or nonuse of temporary drainage facilities, the performance or nonperformance of the work. This provision shall not be deemed to require the developer to indemnify the County against the liability for damage arising from the sole negligence or willful misconduct of the County or its agents, servants or independent contractors who are directly responsible to the County.

IN WITNESS WHEREOF, County has executed this agreement as of _____

COUNTY OF SANTA CLARA

County Road Commissioner or
County Surveyor or Senior Civil Engineer

IN WITNESS WHEREOF, Owner(s) has(ve) executed this agreement as of

Print Name(s)

Signature(s)

Owner (s)

(Sign Names Exactly as they Appear
on Deed of Title)

EXHIBIT "A" FORM

DEED

All that certain parcel of land described in that _____
Deed, _____ to _____ recorded in Book _____ Official records,
Page _____, Office of the Recorder, County of Santa Clara, State of California,
which description is by this reference incorporated herein

OR

Map

All that certain parcel of land described as parcel _____ as shown on that
certain _____ recorded in Book _____ of Maps, Page _____,
Office of the Recorder, County of Santa Clara, State of California, which
description is by this reference incorporated herein.

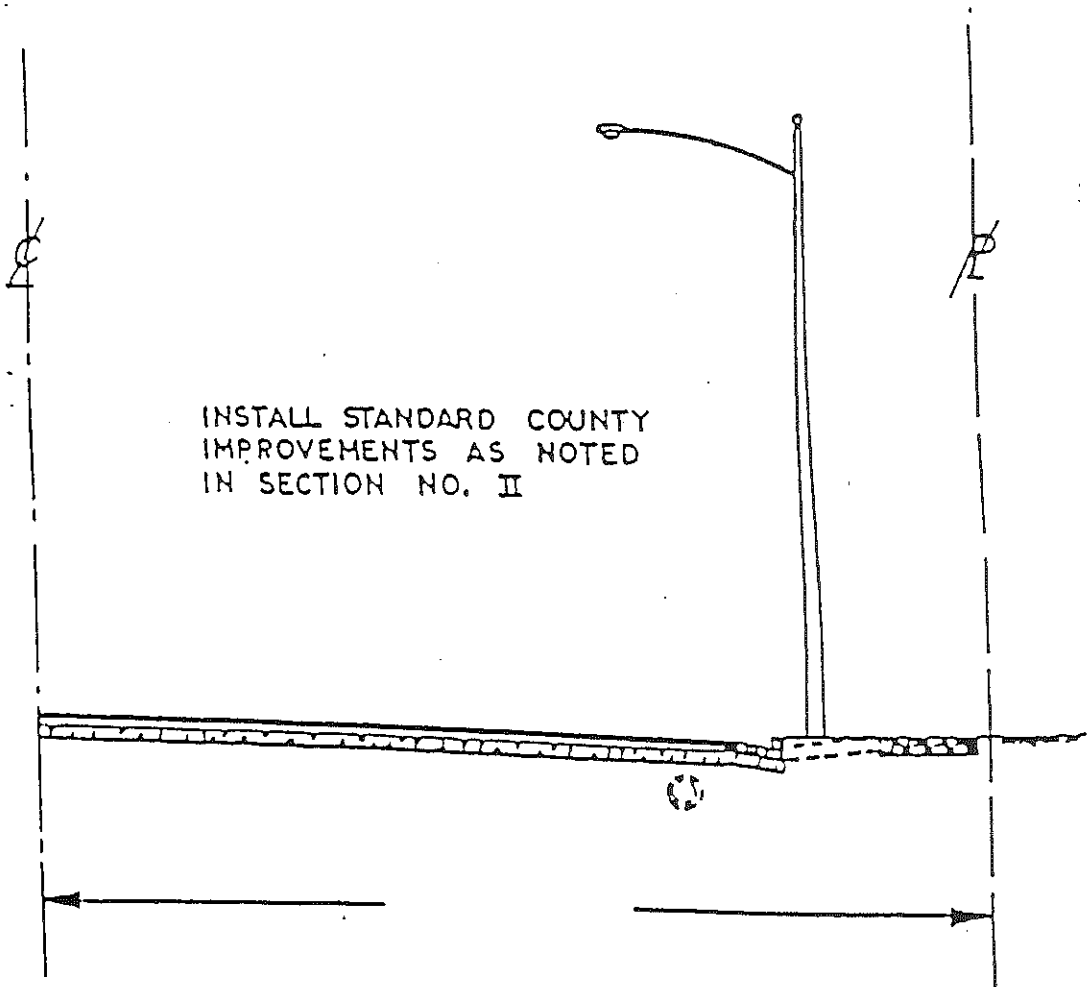
OR

EXHIBIT A can be a metes and bounds description of the property prepared by a
Registered Civil engineer or Licensed Land Surveyor and certified with his seal
and signature to be correct.

NOTE: insure that the land described on the deed does not include more
land than the parcel or parcels in question.

PLAN VIEW (No Scale)

APN # _____ 500 Scale Map # _____



COUNTY ROAD NAME
TYPICAL 1/2 STREET SECTION (NO SCALE)

EXHIBIT "B"
DEFERRED IMPROVEMENT AGREEMENT
FILE NO. _____