

**SUBDIVISION WATER IMPROVEMENT AGREEMENT
(COUNTY OF LOS ANGELES)**

Tract/Parcel Map No. _____, hereinafter referred as to "SUBDIVISION".

THIS AGREEMENT made and entered into as of the _____ day of _____, _____.

BY AND BETWEEN

COUNTY OF LOS ANGELES,
a body corporate and politic,
hereinafter referred to as "**COUNTY**"

AND

Hereinafter referred to as "SUBDIVIDER"

AND

(WATER/UTILITY/COMPANY NAME)
a public corporation of the State of California
hereinafter referred to as "DISTRICT"

**IN CONSIDERATION OF THE MUTUAL PROMISES, COVENANTS, AND CONDITIONS
HEREINAFTER SET FORTH, THE PARTIES DO HEREBY AGREE as follows:**

Section 1. PURPOSE AND SCOPE

Proceedings have undertaken, pursuant to the California Subdivision Map Act, to develop property within the County known as Subdivision. The Subdivider of the property has provided the District with improvement security pursuant to the Subdivision Map Act, County Codes, and District Ordinances. The Agreement sets forth the terms and conditions for the administration of such improvement security account.

Section 2. SUBDIVIDER DUTIES

Subdivider shall cause to be installed the herein described water facilities for Subdivision. If Subdivider fails to install such facilities within _____ months from the date of filing of the final map with the Registrar-Recorder/County Clerk's Office for said Subdivision, then County and District shall have recourse to the herein described improvement security for the purpose of completing such facilities.

Section 3. DESCRIPTION OF FACILITIES

The improvements for which security is provided consists of water system improvements and appurtenances necessary and useful for the construction and completion of said Subdivision as more particularly described on the plans and specifications approved by the County and District.

Section 4. SECURITY DESCRIBED

To insure the installation and construction of the subject facilities upon the subject property, the Subdivider has deposited:

Amount: _____
In the form of a(n) _____
Issued by: _____
As Bond No. (Instrument No.) _____ and
_____.

Said instrument is herein referred to as the "Improvement Security." A copy of said instrument is enclosed herewith and hereby incorporated by reference.

Section 5. RELEASE OF SECURITY

The improvement security shall not be released by the District unless and until the subject water facilities have been inspected and approved by the County and the District, provided the County shall inspect and indicate its decision with regard to the facilities within two (2) months after the Subdivider indicates that the facilities are completed. It is the intent of this provision that the performance of the obligation for which the improvement security is required is subject to the approval of both the County and the District. The improvement security shall not be released until the obligation is performed to the satisfaction of the County and the District.

Section 6. INDEMNIFICATION

The Subdivider agrees to indemnify, defend, and save harmless County and District, its agents, officers, and employees from and against any and all liability, expense, including defense costs and legal fees, and claims for damages of any nature whatsoever, including, but not limited to, bodily injury, death, personal injury, or property damage arising from or connected with services by any person pursuant to this agreement. This Indemnification obligation shall not apply to claims arising out of events occurring after the Release of Security per Section 5 herein.

Section 7. MODIFICATION OF AGREEMENT

This Agreement shall not be amended or rescinded except with the mutual written agreement of all of the parties hereto.

Section 8. BINDING ON SUCCESSORS

It is further agreed by and between the parties hereto that this contract firmly binds the parties, their heirs, executors, administrators, successors or assignees, jointly and severally.

IN WITNESS WHEREOF the parties hereto have executed this Agreement or caused it to be executed as of the day, month, and year first above written.

ATTEST:

COUNTY OF LOS ANGELES

Clerk of the Board of Supervisors

Chair, Board of Supervisors

APPROVED AS TO FORM:

Deputy County Counsel

SUBDIVIDER

By _____

By _____

(WATER/UTILITY/COMPANY NAME)

By _____

Signatures for District and Subdivider must be acknowledged.

TD:ca
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06/21/2004