

AGREEMENT TO ACCEPT AND COMPLY WITH
CONDITIONS OF A _____OR USE PERMIT DESIGNATED AS

THIS AGREEMENT made at Fullerton, California, by the undersigned in favor of the City of Fullerton, a Municipal corporation, to accept and comply with the above-mentioned permit.

WITNESSETH:

IN CONSIDERATION of the premises, and the permission of said City to improve, the real property described in said permit as therein specified upon condition that the undersigned would comply with all of the conditions, provisions and requirements referred to in said permit, or would execute an Agreement to do so, secured by a bond in the amount of _____, before a building permit would be issued for any of the private improvements upon said property the undersigned hereby agrees:

1. That he hereby accepts, and agrees to comply with, each and every condition, provision, and requirement contained, or referred to, in said permit granted and issued by Resolution No. _____ of the Fullerton _____ adopted ,20____.

2. That within _____ after the date of this Agreement, the undersigned will furnish, install, complete and pay for all of the public improvements specified or referred to in said Resolution and all of the fees, engineering costs and overhead expenses of said City in connection therewith, including any, and all, of:

(a) The grading and paving of streets and alleys, the construction of concrete curbs, curb and gutter, cross gutters and sidewalks, the installation of storm drainage and sanitary sewage facilities, the underground conduit street lighting system, the street name signs, the parkway trees, and the appurtenances and contingencies shown on the improvement plans filed with said City for said permit, all in accordance with said plans and the standard specifications and drawings of said City on file in the office of its Director of Public Works for such improvements.

(b) The on-site and off-site water mains and related facilities in and to said property shown on the plans therefor, approved by the Water System Engineer of the Water Division of said City, all in accordance with said plans and the provisions of Chapter 12.04 of the Fullerton Municipal Code.

3. That said City may cause to be completed any of said work commenced and not completed by said date, or any extension of time granted by the Director of Public Works, time being expressly made of the essence hereof, and the undersigned hereby agrees to pay to said City upon demand all of its costs thereof; including all payments to, and for the benefit of, any if its employees in connection with its completion of said work, plus ten percent (10%) of all such costs for its overhead expenses therefor.

4. That any extension of time granted by the Director of Public Works of said City shall not constitute any waiver by said City of any of its other rights hereunder.

5. That the undersigned will pay to said City a sum equal to the reasonable value of any legal services rendered to it in any action upon this Agreement in which a judgment is entered in favor of said City, and that any such sum may be fixed by the Court in any such action and added to any such judgment.

6. Undersigned agrees to defend, indemnify and hold harmless the City, its officers, agents, employees, and volunteers from all loss, cost, and expense arising out of liability or claim of liability for personal injury, bodily injury to persons, contractual liability and damage to property sustained or claimed to have been sustained arising out of activities of the undersigned or those of any of its officers, agents or employees, whether such act is authorized by this Agreement or not; and undersigned shall pay for any and all damage to the property of the City, or loss or theft of such property, done or caused by such persons. The City assumes no responsibility whatsoever for any property placed within the public right-of-way. Undersigned further agrees to waive all rights of subrogation against the City. The provisions of this Section do not apply to any damage or loss caused solely by the negligence of the City or any of its agents or employees.

Executed on _____, 20_____.

PRINCIPAL

(A certified copy of the Resolution of the Board of Directors showing authority to execute for a Corporation must be attached.)

Corporate firm or fictitious name

Signature of Officer, Partner or Proprietor

Title

Complete mailing address of principal

Telephone

APPROVED AS TO FORM:

City Attorney

Note: This document is to be signed and acknowledged before a Notary Public exactly as your names are typed.