

Recording requested by:
CITY OF FULLERTON
and when recorded mail to:

City Clerk
City of Fullerton
303 West Commonwealth Avenue
Fullerton, CA 92832

FUTURE IMPROVEMENT AGREEMENT
FOR

A. P. No.

THIS AGREEMENT WITNESSETH:

That to comply with the requirements of Chapter 16.06 of the Fullerton Municipal Code to obtain, and in consideration of the issuance of a building permit in conjunction with _____ to construct private improvements upon the real property in the City of Fullerton, County of Orange, State of California, described as:

The undersigned being the only party (or) all the parties having any record title interest in the above described real property, agree with said City as follows:

1. To furnish all plans, labor and material for and to install, at the expense of the undersigned, including any overhead and all permit and inspection fees without any cost to said City, the following described public improvements and appurtenances in accordance with the current City standards on file in the office of the Director of Public Works at the time of construction.

2. To complete the installation of said public improvements within six (6) months after the mailing by certified mail of a written notice from the Director of Public Works requiring the installation of said public improvements; said written notice shall be mailed to the undersigned or to any future owners as may be shown on the latest equalized county assessment roll for said real property, or if no such notice is mailed, within twenty-one (21) years after the date of this Agreement.

3. That the time for completion of the installation of said public improvements within the original twenty-one (21) years or any subsequent time extension, as approved by the City may be extended only by the City Council of said City upon its determination that such extension will be in the best public interest and necessary to correspond with the time of completion of adjoining similar improvements.

4. That the time for completion of the installation of said public improvements within the six (6) months after the mailing by certified mail of a written notice may be extended by the Director of Public Works for an additional period of time not to exceed six (6) months.

5. To complete said public improvements in and along the areas depicted on "EXHIBIT A", attached hereto and made a part hereof by reference.

6. To hold said City harmless from any failure of the undersigned to furnish or install any of said public improvements and from any failure of the undersigned to complete the installation thereof, as herein provided, within the time herein specified, or within any extension of such time.

7. To hold said City harmless from any act or omission of the undersigned in connection with the furnishing or installing of said public improvements.

8. That should an assessment district proceeding be initiated for the installation of said public improvements on said street or alley, the undersigned agrees to not protest such assessment district proceedings.

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

10. That should the above described improvements not be completed within the time specified herein, the undersigned agrees that the City may, without any notice whatsoever, and at its sole option, complete, or cause to be completed, all, or any part of the said public improvements hereinabove described, and that upon such completion, the costs to so design, construct and complete said improvements, including ten percent (10%) thereof for the overhead expenses of the City therefor, shall be forthwith due and payable to the City by the undersigned or the then owner of said real property and shall constitute a lien thereon and if not paid within ninety (90) days upon the delivery or mailing as aforesaid of a statement of the amount thereof, such statement may be certified by the City to the Orange County Tax Collector and collected by him at the time and in the manner and subject to the same penalties and procedures as then apply to his collection of the general property tax levied by the City upon such property.

11. If this agreement requires alley improvements and the City has a comprehensive City-wide, multi-year program to improve alleys in its budget at the time the activating conditions of this agreement take place in which the alley abutting said real property is included, then the requirement to construct alley improvements is hereby waived.

12. This agreement shall be binding upon the heirs, personal representatives, successors and assigns of the undersigned and shall run with the property, as hereinabove provided.

EXECUTED at Fullerton, California, this _____ day of _____, 20____.

SUBDIVIDER*

By: _____
(Signature)

(Title)

(Telephone)

FOR TRACT ONLY

CITY OF FULLERTON

APPROVED:

Director of Public Works

CITY OF FULLERTON

APPROVED:

City Attorney

CITY OF FULLERTON

Mayor

ATTEST:

City Clerk

Note: Improvement Bond and Labor and Material Bond must be attached to this Agreement.

*Partnerships, joint ventures, and other corporate entities should contact the Fullerton City Attorney for acceptable form of execution.