

Recording Requested By;

The City of Victorville

When Recorded Please Return to :

City of Victorville  
P O Box 5001  
Victorville, CA 92393-5001

APN

SPACE ABOVE FOR RECORDER'S USE

Recording of this document is fee exempt under  
Government Code Section 6103.  
No Documentary Transfer Tax is due on the document pursuant to  
Revenue Taxation Code Section 11922

STREET IMPROVEMENT CONSTRUCTION AGREEMENT

The parties to this agreement, dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, are the City of Victorville, a municipal corporation, hereinafter called "City" and \_\_\_\_\_ including all assignees, heirs, mortgagees, and successors in interest, hereinafter called "Applicant".

RECITAL

WHEREAS, the Victorville Municipal Code requires certain improvements in connection with the development of real property, and

WHEREAS, the City Council requires that property owners, subdividers, and developers shall conform to the Master Plan of Streets and Highways of the City of Victorville, provide concrete curbs, gutters, sidewalks, paving, engineering, and other requirements in accordance with City specifications, and dedicate to the City such land as is necessary for the location or relocation of public utilities and street widths as established in the Master Plan of the City of Victorville, and

WHEREAS, the requirements and conditions applicable to development of the applicant's property are attached hereto and identified as EXHIBIT "A".

COVENANTS

APPLICANT HEREBY COVENANTS AS FOLLOWS:

- 1) To participate in any street improvement program for the block, street, or area in which applicant's property is located, or which affects applicant's property.
- 2) To pay the sum which is determined by the City Engineer to be applicant's pro rata share of the cost of the street improvement program, and to be subject to the same provisions for payment that apply to all other persons who participate in said improvement program.
- 3) This agreement shall be binding upon and enforceable against applicant and all assignees, heirs, mortgagees, and successors in interest, shall be recorded in the Office of the County Recorder.
- 4) If applicant(s) or any successor in interest fails to comply with any term of this agreement or acts contrary to any ordinance of the City of Victorville, the City may bring action to enforce this agreement and said ordinance. Applicant and all successors in interest shall pay all costs of suit and reasonable attorney's fees for such action. As used herein "attorney's fees" shall be deemed to mean the full and actual cost of any legal services actually performed in connection with the enforcement of this agreement, calculated on the basis of the usual fees charged by the attorneys performing such services.

5) The applicant's real property to which this agreement applies, and which will be included in any street improvement program for the block, street, or area, is described as:

---

6) In consideration of the covenants contained herein applicant, including all successors as described in paragraph (3) hereinabove, further agrees that applicant is familiar with the requirement of the Municipal Improvement Act of 1911 and 1913, California State Highways Codes Sections 100000 et seq. Applicant further agrees to waive and give up each and every of the substantive and procedural requirements of said Municipal Improvement Act of 1911 and 1913 and any successor statutes for the purposes of causing the installation of said improvements. Applicant further specifically waives his rights to notice, protest and hearing as set forth in California Street and Highways Code Section 10300 et seq. or any successor statutes. This paragraph shall only apply in the event that the applicant fails to perform as required under this agreement.

7) This agreement creates and constitutes a lien against the real property described above for the purpose of securing performance of this agreement.

CITY HEREBY COVENANTS AS FOLLOWS:

- 1) That the City Council of the City of Victorville has determined that the provisions of this agreement do not adversely affect the health, safety, and welfare of the public; and the City of Victorville hereby approves and adopts such determination by the City Council.
- 2) That the requirements as described in EXHIBIT "A" is hereby suspended by the execution of this agreement to participate in any street improvement program which includes or affects applicant's real property, as described in paragraph 5 of applicant's covenants herein.
- 3) That upon the completion of the required improvements determined to be satisfactory by the City Engineer, the City shall cause any existing liens related to said improvements to be released. The City Engineer shall have sole and exclusive discretion to recommend a partial release of lien(s) in the event that improvements are constructed in phases acceptable to the City Engineer.

Applicant: \_\_\_\_\_  
(Signature)

CITY OF VICTORVILLE

By: \_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_  
City Clerk

Approved as to Form:

\_\_\_\_\_  
City Attorney

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

On \_\_\_\_\_ before me, \_\_\_\_\_ Notary Public  
(Date) (Name and title of the Officer)

personally appeared \_\_\_\_\_, who proved  
(Name of person signing)

to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_  
(Signature of officer)

(Seal)

## EXHIBIT "A"

### Chapter 9.32 - CONSTRUCTION OF CURBS, GUTTERS, AND SIDEWALKS

#### "9.32.010 Right-of-Way Dedication - Construction Requirements.

Any owner, lessee, developer, or agent thereof, who constructs or causes the construction of any building or dwelling or constructs any parking lot or other improvement in the City which work of construction or alteration performed within and one-year period, has an aggregate value of twenty thousand dollars for commercial, industrial, or residential, or more, shall also dedicate and furnish right-of-way as necessary on the "Master Plan of Highways" or any specific plan adopted pursuant to the planning law and shall construct or cause to be constructed curbs, gutters, pavement widening, necessary drainage facilities, and sidewalks along all street frontages of the lot or lots on which such building or dwelling is to be constructed or altered, or such other improvement is to be constructed when said right-of-way has not been furnished and curbs, gutters, pavement widening, necessary drainage facilities, and sidewalks do not exist.

Provided, however, in case of construction or alteration of a single-family residence dwelling on a lot or lots greater than one-half acre in area, curbs, gutters, and sidewalks need only to be installed along that portion of the street or streets along the length or width, as the case may be, of such dwellings, or three hundred lineal feet, whichever is greater. No pavement widening or drainage facilities shall be required as a result of a single-family residence dwelling.

All curbs, gutters, pavement widening, necessary drainage facilities, and sidewalks provided for in this Section shall be constructed in accordance with City Standards and Specifications on file in the office of the City Engineer, and to the grades approved by the City Engineer"