

AGREEMENT

THIS AGREEMENT, made and entered into as of this _____ day of _____, 2019, by and between TRD 2 – GOSHEN VILLAGE, LLC., a Delaware limited liability company, hereinafter referred to as the “Subdivider”, and the COUNTY OF TULARE, hereinafter referred to as the “County”;

WITNESSETH:

WHEREAS, the Subdivider has filed with the Board of Supervisors the Final Map for Phase I of Subdivision Tract No. 789 for approval; and

WHEREAS, certain public improvements are required to be made by the Subdivider in said Subdivision in accordance with the approved Tentative Map of said Subdivision and said public improvements have not been completed; and

WHEREAS, if said public improvements have not been completed, Section 66462 of the Government Code provides that as a condition precedent to the approval of the final Map, the Board of Supervisors shall require the Subdivider to enter into an Agreement to complete said improvements;

NOW, THEREFORE, BE IT AGREED as follows:

1. The Subdivider hereby agrees to complete all required public improvements in the Subdivision in accordance with the conditions of approval of the Subdivision and the requirements and standards set forth in Section 7-01-1000 through 7-01-2855 of the Ordinance Code of Tulare County as said requirements and standards read at the time of approval or conditional approval of the Tentative Map of said Subdivision. All of the required improvements shall be completed not later than twelve (12) months from and after the date first above written.

2. The Subdivider shall make all necessary arrangements for the relocation of all overhead and underground public utility facilities that interfere with the improvement work to be performed by the Subdivider. The Subdivider shall also make necessary arrangements with the serving public utility company for the costs of relocating such facilities as no portions of the relocation costs will be paid by the County.

3. The Subdivider shall repair any damage to public streets or any other public property or improvements which results from or is incidental to the construction of the required improvement in said Subdivision or, in lieu of making such repairs, the Subdivider shall pay to the County the full cost of making such repairs.

TULARE COUNTY AGREEMENT NO. _____

1 4. The Subdivider agrees to hold harmless, defend and indemnify the County and its
2 officers and employees from any injuries or damages alleged to have been caused by or arisen out
3 of the work performed by the Subdivider pursuant to this Agreement.
4

5 5. The Subdivider or his Contractor(s) shall obtain an encroachment permit from the
6 County or State for any work that is to be done within any County or State maintained road right of
7 way or easements which are located outside of the boundary of said Subdivision.
8

9 6. The Subdivider agrees to furnish security which complies with Section 66499 et seq. of
10 the Government Code, in such amounts as are fixed by the Board of Supervisors of the County, to
11 guarantee the faithful performance of this Agreement and to guarantee payment to contractors,
12 subcontractors, laborers, materialmen and other persons employed in the performance of the work
13 under this Agreement at the time of execution of this Agreement.
14

15 7. Within thirty (30) days after the Subdivider notifies the Tulare County Public Works
16 Director or his designee that the required work has been completed, the Tulare County Public
17 Works Director or his designee shall inspect such work and, if such has been performed in the
18 required manner, he shall advise the Board of Supervisors that the public improvements are
19 complete and are ready for acceptance by the County.
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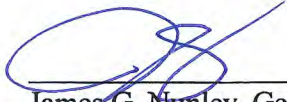
21 8. This Agreement is binding on all heirs, assigns and successors in interest. No
22 assignment of this Agreement may be made without the express written consent of the County.
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24 IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day
25 and year first above written.
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TRD 2 – GOSHEN VILLAGE, LLC,
a Delaware limited liability company a California Corporation



James G. Nunley, General Partner
MANAGING MEMBERS



Kent J. McNiece, General Partner
managing member

“Subdivider”

COUNTY OF TULARE,


By _____
Chairman, Board of Supervisors

“County”

ATTEST: JASON T. BRITT,
County Administrative Officer/Clerk
of the Board of Supervisors

By _____
Deputy

APPROVED AS TO FORM
COUNTY COUNSEL

By  _____
Deputy *2019205*
1/29/19