

FAITHFUL PERFORMANCE
CERTIFICATE OF DEPOSIT
TO
GUARANTEE FAITHFUL PERFORMANCE
OF SUBDIVISION IMPROVEMENTS

This Agreement, a Certificate of Deposit, wherein the undersigned, _____, Financial Institution, subject to regulation by the State and Federal Government, hereby pledges that funds in the amount of _____, are deposited to the account of _____, Subdivider, and are trust funds for the purpose of guaranteeing to the CITY OF VISALIA, hereinafter referred to as the "City", the faithful performance of all required improvements in that certain subdivision known as _____ in accordance with the subdivision improvements agreement therefore, between the Subdivider and the City, dated _____, a copy of which is attached hereto and made a part hereof together with any subsequent amended agreement for the faithful performance of any changes or alterations in such work provided such changes or alterations do not exceed ten percent (10%) of the original estimated cost of the improvement.

Financial Institution will hold said funds, determined to be one hundred percent (100%) of the estimated cost of said improvements, until such time as a letter is received from the City Engineer authorizing its release. Said release letter shall be dated after the completion and acceptance of the work by the City. Prior to the completion and acceptance of the work by the City and with the written authorization of the City Engineer, said funds may be reduced as the required improvements are satisfactorily completed and tentatively accepted by the City Engineer. A certificate of deposit reflecting the reduced amount authorized by the City Engineer must be submitted prior to the release of the prior certificate of deposit.

In the event Subdivider fails to complete the improvements pursuant to the agreement attached hereto, the City shall submit a written demand to the Financial Institution to make available to the City or its designee the remaining balance of funds on hand to complete such improvements, or pay the cost thereof, pursuant to the same payment terms set forth in this Agreement. The City's written demand shall be accompanied by a signed statement from the City Engineer or other designated officer to the effect that such improvements have not been completed to the satisfaction of the City and as required by the Subdivider pursuant to the agreement attached hereto. Upon receipt of the demand from the City, the Financial Institution shall release the funds to complete such improvements. Subdivider shall not be able to contest the demand by the City to the Financial Institution. Subdivider is responsible for any penalties resulting from the release of funds prior to maturity of the certificate of deposit.

The City agrees that (I) all funds released to it by Financial Institution pursuant to this Agreement shall be used solely for the purpose of completing said improvements, and for no other purpose, and (II) the construction of such improvements shall, at the option of Financial Institution, be under Financial Institution direction. If Financial Institution does not exercise its option set forth in (II) above, the City further agrees after release of such funds to complete as promptly as possible said improvements as required in the event that Subdivider fails to do so, and to indemnify Financial Institution from any liability arising to it by virtue of the release of such funds to the City.

Upon completion of the improvements pursuant to the agreement attached hereto and the acceptance thereof by the City Engineer, any portion of said funds remaining shall be returned to the Subdivider or his assignee.

The funds herein above referred to shall constitute an irrevocable trust for the benefit of the Subdivider and the City and may be modified or revoked only with the consent of the Subdivider and the City.

Financial Institution acknowledges that the City shall be entitled to recover its costs and reasonable expenses, including reasonable attorney's fees, incurred in connection with the enforcement of Financial Institution's agreements herein.

The undersigned Subdivider agrees to pay all expenses in connection herewith.

The

(Name of Financial Institution)
hereby agrees to all the terms and conditions of the foregoing certificate of deposit and agrees to be bound thereby.

(Authorized Agent)

By _____
Signature Date

Print Name: _____

The undersigned Subdivider hereby agrees to all the terms and conditions of the foregoing certificate of deposit and releases the financial institution executing said certificate of deposit from all liability except as therein specifically set forth.

Approval is hereby given to the foregoing certificate of deposit.

CITY OF VISALIA

SUBDIVIDER

By _____
Douglas S. Damko for City Engineer

By _____
Signature

Print Name: _____