

AGREEMENT FOR RELEASE OF LIEN

This Agreement For Release Of Lien (“Agreement”) is hereby entered into by the County of San Luis Obispo (“County”) and _____ (hereafter “Owner(s)”), the owner(s) of the following property (hereafter, the “Subject Property”):

<Insert legal description>

Recitals

WHEREAS, pursuant to California Streets & Highways Code Sections 5600 – 5614, the County properly provided the Owner(s) with written notices to repair one or more portions of the sidewalk on the Subject Property that was out of repair; and

WHEREAS, when the required repairs to the sidewalk were not commenced and prosecuted to completion with due diligence by Owner(s) as required by said notices, the County performed the required repairs pursuant to California Streets & Highways Code Section 5615; and

WHEREAS, the Owner(s) acknowledge that the County performed and completed the required repairs in a good and workmanlike manner, so that the sidewalk is in a condition that will not endanger persons or property, or interfere with the public convenience in the use of such sidewalk; and

WHEREAS, upon the completion of the repair of the sidewalk, the County provided Owner(s) with the written notice described in California Streets & Highways Code Sections 5616 relating to the cost of the repair and a scheduled hearing before the County Board of the Supervisors relating to an assessment of such costs against the Owner(s); and

WHEREAS, at a properly noticed and conducted hearing before the County Board of the Supervisors (“Board”) on *< insert date >*, in accordance with California Streets & Highways Code Sections 5616 – 5618, the Board heard the issue of assessment of such costs against Owner(s), and ruled that costs in the amount of \$_____ should be assessed against the Owner(s), and become a lien on the Subject Property pursuant to California Streets & Highways Code Section 5625.

Agreement

1. The parties to this Agreement agree that all of the above recitals are true and correct.
2. By signing this Agreement, the Owner(s) acknowledge that, pursuant to California Streets & Highways Code Section 5610, the Owner(s) are responsible for maintaining the sidewalk on the Subject Property, and that no acts of the County, including but not limited to the County ‘s aforementioned repair of the sidewalk, have affected in any way the responsibility of Owner(s) for maintaining the sidewalk on the Subject Property.
3. In light of the Owner(s) above acknowledgement of the ongoing responsibilities of the Owner(s) to maintain the sidewalk on the Subject Property, the County hereby releases any assessments

against the Owner(s) and liens on the Subject Property relating to the costs of the aforementioned repairs, including any and all assessments or liens created by the Board at its < **insert date** > hearing.

COUNTY

Dated: _____

Name: _____

Title: _____

OWNER(S)

Dated: _____

Name: _____

< INSERT ADDITIONAL SIGNATURE LINES FOR EACH OWNER AS NEEDED >
< OWNER SIGNATURES MAY NEED TO BE NOTARIZED >