

**INDEMNITY AND HOLD HARMLESS AGREEMENT --
ISSUANCE OF BUILDING PERMIT
PRIOR TO FILING A PLAT**

AGREEMENT made this _____ day of _____, 2013, by and between Owner/Developer/Builder of the _____ Project (hereinafter referred to as “ODB”) and the CITY OF SANTA CLARA (hereinafter referred to as the “City”).

R E C I T A L S:

1. Pursuant to the City’s Ordinance No. 16.32.060, a building permit may be issued prior to recording a final Subdivision Plat as long as all applicable requirements of this Ordinance have been met and when the subdivider is the owner/developer/builder (“ODB”) obtaining the building permit.

2. ODB is the _____ of the proposed _____ Subdivision and therefore has the conditional right to obtain a building permit.

3. The parties desire to set forth the terms of an Agreement wherein the ODB shall agree to indemnify and hold harmless the City, and insure that the ODB will not obligate a consumer/home buyer to any enforceable contract on the property prior to the recording of the final plat, all on the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual covenants made herein, the parties agree as follows:

1. ODB hereby agrees to indemnify and hold harmless the City from any claims of costs, losses, or damages resulting from the issuance of one building permit to be built within the proposed _____ Subdivision. Said indemnification shall include the cost of defense of any action, including all reasonable attorney’s fees.

2. In connection with this indemnity, ODB agrees that it shall not enter into any contract that will obligate a consumer or home buyer to any improvements on the property, or to sell the proposed lot upon which a building is intended to be built prior to the recording of the final plat.

3. ODB shall take all reasonable steps to insure that the final plat shall be recorded within 120 days of issuance of a building permit to ODB. ODB hereby represents that ODB is the legal title holder to the real property that is proposed for residential subdivision, and ODB shall take the responsibility to build the residence allowed herein within the planned subdivision in full accordance with applicable law.

AGREEMENT made the date first mentioned above.

OWNER/BUILDER/DEVELOPER:

By: _____

Its: _____

CITY OF SANTA CLARA:

By: _____

Its: Building Official

STATE OF UTAH)
)
) ss.
COUNTY OF WASHINGTON)

On the _____ day of _____, 2013, personally appeared before me _____, the signers of the within instrument, who duly acknowledged to me that he executed the same as Owner/Builder/Developer of _____ Subdivision.

Notary Public

