

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

AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_, 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 \_\_\_\_\_, 20\_\_\_\_, 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

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

On the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, personally appeared before me \_\_\_\_\_, the Building Official of the City of Santa Clara and signer of the within instrument, who duly acknowledged to me that he executed the same for and on behalf of the City of Santa Clara.

\_\_\_\_\_  
Notary Public