

**AGREEMENT TO CONSTRUCT APPROVED INFRASTRUCTURE IMPROVEMENTS**

At the request of \_\_\_\_\_ (“Owner/Developer”), South Salt Lake City (“City”) has approved the development and improvement of certain property located at \_\_\_\_\_<sup>(address)</sup> (“the Property”) and more particularly described in Exhibit A attached hereto. One component of City approval to develop and improve the Property is Owner/Developer’s obligation to construct infrastructure and landscaping improvements consistent with Civil Infrastructure Improvement Plans and Specifications, as well as Landscaping Plans and Specifications, the Owner/Developer has submitted to and received written approval from the City Engineer and, as applicable, the Community Development Director. Such plans and specifications are on file in the Engineering and Community Development Departments, respectively [ \_\_\_\_\_<sup>(file number)</sup>] (together, “Infrastructure Improvements”). Owner/Developer’s obligation to construct Infrastructure Improvements according to the approved Plans and Specifications on file with the City shall vest upon Developer’s commencement of construction on, and its development and improvement of, the Property.

Owner/Developer shall submit to the City a certificate of general liability insurance to the City, demonstrating that the City is an additional insured in the amount of \$5 Million per occurrence and at least \$10 Million in the aggregate for any act or omission giving rise to a claim that has occurred during the course of performance of any obligation under this Agreement.

Owner/Developer may deviate from the Approved Plans and Specifications on File with the City Engineering Department only upon the execution of a specific written change order to the plans signed in advance by the City Engineer.

Owner/Developer may deviate from the Approved Plans and Specifications on File with the Community Development Department only upon the execution of a specific written change order to the plans signed in advance by the Community Development Director.

Owner/Developer’s submission of “as built” plans and specifications to the City Engineer and the Community Development Director of all installed Infrastructure Improvements is a condition precedent to City’s formal acceptance of the Infrastructure Improvements. City acceptance of any portion of the Infrastructure Improvements shall be in writing and signed by the City Engineer with regard to streets, storm water, sewer, and water, or the Community Development Director, with regard to required landscaping and irrigation.

City acceptance of all or any portion of the required Infrastructure Improvements shall be invalid unless the Owner/Developer has:

- 1. Submitted to the City Engineer, and the City Engineer has accepted conforming “as built” plans and specifications;
- 2. Submitted executed all required suppliers, mechanics’, and materialmen’s’ claim lien releases for all work performed in the public or private rights of way, or on public property;
- 3. Executed an Infrastructure Improvement Warranty and Warranty Deposit in the amount consistent with state law and approved by the City Engineer.

Dated this \_\_\_ day of \_\_\_\_\_, 20\_\_

Owner/Developer

City

\_\_\_\_\_  
Print Name \_\_\_\_\_

\_\_\_\_\_  
City Engineer

Approved as to form

\_\_\_\_\_  
Community Development Director

\_\_\_\_\_  
City Attorney