

Infrastructure Improvement Warranty

____ Owner/Developer hereby warrants that all work, workmanship, and materials furnished to fulfill all obligations required by the Infrastructure Improvement Agreement (collectively, "Work") complies with all approved Plans and Specifications on file with the City and is free from defects. Work that does not conform to these requirements may be considered defective.

Owner/Developer shall correct all defective Work that becomes apparent during the **twelve months** following the City's acceptance of all work, materials and equipment required by the approved Plans and Specifications.

Nothing contained herein shall be construed to establish a period of limitation with respect to the Owner/Developer's obligations under the Infrastructure Improvement Agreement, nor the time within which proceedings may be commenced to establish the Owner/Developer's liability, other than specifically to correct the Work.

The City's acceptance of a 10% reserve to support this Warranty shall not limit the Owner/Developer's obligation to correct defective Work under this Warranty, nor limit the City's remedies under the Infrastructure Improvement Agreement.

Dated this ____ day of _____, 22 Owner/

Developer

City

Print Name _____

City Engineer

Approved as to form

Community Development Director

City Attorney