

AGREEMENT FOR DEVELOPMENT OF SUBDIVISIONS

STATE OF INDIANA)
) SS:
COUNTY OF MARSHALL)

THIS AGREEMENT, made and entered into this _____ day of _____,
20____, by and between _____ hereinafter designated
(Name of Subdivider)

as Owner, and the City of Plymouth, herein represented by the Board of Public Works and Safety.

WITNESSETH:

WHEREAS, the Owner owns and desires to develop lots _____ through _____, both inclusive, of _____ Subdivision located in Plymouth, Indiana; and

WHEREAS, the final plat of lots _____ through _____, inclusive, _____ Subdivision will be given final approval by the Plymouth Plan Commission upon Owner posting a surety bond insuring the satisfactory installation and construction of the following improvements:

(describe improvements)

as shown on the plat prepared by _____, Land Surveyor, attached hereto and made a part hereof, according to the terms and conditions of this Agreement; and

WHEREAS, the Owner now desires final approval of the plat of _____ Subdivision prior to the installation and construction of the above described improvements, which improvements will be installed and constructed at Owner's sole cost and expense;

NOW, THEREFORE, it is hereby agreed by and between the Owner and the City of Plymouth that for and in consideration of the final approval of lots _____ through _____ inclusive, _____ Subdivision for the sale of lots therein without the above described improvements more

particularly shown on the attached plan profile, having been first completed and approved, Owner binds and obligates himself within _____ months from date hereof to install and construct the described improvements in accordance with plans prepared by _____, which plans meet the requirements of the Plymouth Subdivision Control Ordinance, said plans being attached hereto and made a part hereof.

The Owner, in order to further insure faithful performance of said obligation, has executed a (surety bond, cashier's check, or certified check) in the amount of \$_____ which bond is attached hereto and made a part hereof to guarantee the installation and construction of the following improvements;

(describe improvements)

according to plans and specifications therefor. Said (bond or check) may be cancelled only after said work has been completed, inspected and approved by written acceptance of the Board of Public Works and Safety.

The above described improvements shall be constructed under the supervision of the Board of Public Works and Safety in full compliance with the specifications and requirements of the City of Plymouth, and when completed, the Board of Public Works and Safety shall furnish the Plan Commission with a certificate of satisfactory completion.

It is further understood by and between the parties of this Agreement that in the event said improvements are not constructed within _____ months from date hereof, the City of Plymouth shall have and is hereby granted the right, without putting the said owner in default, to ipso facto call upon the said surety to complete the improvements hereinabove described and in default of the surety promptly causing such improvements to be constructed according to the plans and specifications, the City of Plymouth shall have the right to cause the improvements to be made and to call upon said surety for payment of all costs and expenses incurred in the construction thereof.

IN WITNESS WHEREOF, these presents have been signed in the presence of the undersigned competent witnesses at _____ on this ____ day of _____, 20____.

Witness:

(Name of Subdivider or Development Company)

BOARD OF PUBLIC WORKS AND SAFETY
CITY OF PLYMOUTH, INDIANA

Witness:

Clerk-Treasurer