

AVON ZONING ORDINANCE

APPENDIX B. REVISION HISTORY

APPENDIX B. COMMITMENT FORM

Ordinance #	Plan Commission Approval Date	Town Council Adoption Date	Description
2002-14	09-24-02	11-14-02	Adoption of Appendix B.

AVON ZONING ORDINANCE

APPENDIX B. COMMITMENT FORM

COMMITMENT EXHIBIT

This form is to be used when recording commitments made with respect to a development approval, the establishment of a planned unit development or an amendment to the Zoning Ordinance.

COMMITMENTS CONCERNING THE USE OR DEVELOPMENT OF REAL PROPERTY MADE IN CONNECTION WITH A DEVELOPMENT REVIEW APPROVAL OR AN AMENDMENT TO THE ZONING ORDINANCE

In accordance with Chapter 4, Section 4-11 of the Avon Zoning Ordinance, the Owner of real estate located in the Town of Avon, Hendricks County, Indiana, which is described below, makes the following COMMITMENTS concerning the use and development of the following described parcel of real estate:

Legal Description

STATEMENT OF COMMITMENTS

- 1.
- 2.
- 3.
- 4.
- 5.

Pursuant to Chapter 4, Section 11 of the Avon Zoning Ordinance, the COMMITMENTS contained herein shall be effective upon approval of the _____, application or petition # _____ and shall continue in effect until modified or terminated in conformance with the requirements herein.

These COMMITMENTS shall be recorded in the Office of the Hendricks County Recorder, Hendricks County, Indiana, and shall be considered a covenant running with the land.

These COMMITMENTS shall be binding on the Owner of the above-described real estate, subsequent owners of the above described real estate and any person or entity acquiring an interest therein.

The Petitioner shall have an affirmative duty to inform any third parties with whom the Petitioner negotiates for a possible sale, lease, assignment, mortgage, or transfer of the real estate of the existence of these commitments. In the event any sale, lease, assignment, mortgage or transfer occurs, the Petitioner shall ensure that a copy of these commitments is incorporated into any such written agreement with the third party. In the event the Petitioner fails to comply with the terms of this paragraph and the third party fails to perform these commitments, the Town of Avon shall be entitled to recover from the Petitioner any and all damages which naturally arise from this failure.

These COMMITMENTS may be modified or terminated only with the approval of the owner or owners of the real estate subject to the COMMITMENTS, and the Town of Avon Plan Commission after a public hearing.

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These COMMITMENTS may be enforced, jointly or severally, by:

- a. The Town of Avon Plan Commission or the Board of Zoning Appeals, as the case may be;
- b. The Avon Zoning Administrator;
- c. Any owner or owners of the real estate subject to the COMMITMENTS; and
- d. Any person who is aggrieved by a violation of the COMMITMENTS.

In the event it becomes necessary to enforce these COMMITMENTS in a court of competent jurisdiction, and the owner of the Real Estate is found to be in violation of this COMMITMENT, the owner shall pay all reasonable cost in the enforcement of this COMMITMENT, including attorney fees.

The Petitioner agrees to indemnify the Town of Avon and hold it harmless from any liability, expense, cost or damages which result from Petitioner's failure to perform petitioner's obligations under the terms and conditions of these commitments. In addition, the principals of Petitioner shall also personally agree to indemnify the Town of Avon and hold it harmless from any liability, expense, cost or damages which result from Petitioner's failure to perform Petitioner's obligations under the terms and conditions of these commitments. The principals' personal agreement is witnessed by their execution of this agreement.

The undersigned hereby authorizes the Secretary of the Town of Avon (Plan Commission or Board of Zoning Appeals to record this instrument in the Office of the Recorder of Hendricks County, Indiana upon final approval of application or petition # _____.

IN WITNESS WHEREOF, Owner has executed this instrument this ____ day of _____ 200_.

Signature _____

Signature _____

Printed _____

Printed _____

(ORGANIZATION)

Name _____

By _____

Printed _____

Title _____

We, the principals of the petitioner hereby agree to *personally* indemnify the Town of Avon and hold it harmless from any and all liability, expense, cost or damages which result from petitioner's failure to perform its obligations under the terms and conditions of these commitments.

Name and Title

Name and Title

Name and Title

Name and Title

AVON ZONING ORDINANCE

STATE OF INDIANA)
) SS:
COUNTY OF HENDRICKS)

Before me, a Notary Public in and for said County and State, personally appeared _____, Owners(s) of the real estate described above who acknowledged the execution of the foregoing instrument and who, having been duly sworn, stated that any representations therein contained are true.

Witness my hand and Notorial Seal this ____ day of _____, 200_.

Signature _____

Printed _____