

ZIONSVILLE PLAN COMMISSION
DOCKET #: _____

**COMMITMENTS CONCERNING THE USE OR DEVELOPMENT OF REAL ESTATE
MADE IN CONNECTION WITH APPROVALS REQUIRED BY THE
TOWN OF ZIONSVILLE ZONING ORDINANCE**

In accordance with I.C. § 36-7-4-1015, _____ ("Owner"), represents and warrants that Owner is the owner of certain real estate located in Boone County, Indiana, which real estate is more particularly described in Exhibit A attached hereto (the "Real Estate"), and as the owner of said Real Estate, has authority to and does hereby voluntarily make the following COMMITMENTS concerning the use and development of the Real Estate.

STATEMENT OF COMMITMENTS

Owner voluntarily agrees and commits that the approval of Docket No(s). _____ requesting approval to _____ is conditioned on the following:

1. [text]
2. [text]
3. [text]

These COMMITMENTS shall be executed and recorded by Owner in the Office of the Boone County Recorder, Boone County, Indiana, and shall be considered a covenant running with the land described herein as the Real Estate, as set out in Exhibit A.

These COMMITMENTS shall be binding on Owner, subsequent owners of the Real Estate, and other persons or entities acquiring an interest therein (hereinafter collectively the "Owners"). Owner shall have an affirmative duty to inform any third parties with whom Owner 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, Owner shall ensure that a copy of these COMMITMENTS is incorporated into

any such written agreement with the third party. If Owner fails to comply with the terms of this paragraph and the third party fails to perform and/or comply with these COMMITMENTS, the Town of Zionsville shall be entitled to receive from Owner and from each corporation and/or other third party identified above as Owners, jointly and/or severally, any and all damages which arise from this failure and shall be entitled to injunctive relief to terminate any non-compliance herewith.

These COMMITMENTS may be modified or terminated by a decision of the Town of Zionsville Plan Commission made after a public hearing for which proper notice is given, including hearings for other land use or zoning approvals involving the Real Estate or any portion thereof. These COMMITMENTS shall be effective upon the approval of Plan Commission Docket # _____ by the Town of Zionsville Plan Commission, and shall continue in effect until modified or terminated as specified above.

These COMMITMENTS may be enforced, jointly and/or severally, by the Town of Zionsville Plan Commission, the Director of Planning for the Town of Zionsville, the Town, and owners of any parcel of ground adjoining the Real Estate. Owner and all Owners shall be obligated hereunder to indemnify the Town of Zionsville Plan Commission, the Town, and hold said entities and their respective authorized representatives, including the Director of Planning for the Town, harmless from any liability, expense (including reasonable attorney fees and court costs), costs, or damages which result from the failure to perform Owner's and/or Owners' obligations under the terms and conditions of these COMMITMENTS.

In the event it becomes necessary to enforce these COMMITMENTS in a court of competent jurisdiction and Owner and/or any of the Owners, jointly and/or severally, are found to be in violation of these COMMITMENTS, such Owner and/or Owners shall pay all reasonable costs and expenses the Town and the Town's Plan Commission and other authorized representative(s) incur in the enforcement of these COMMITMENTS, including reasonable attorney fees, expert witness fees, and court costs.

Owner and all subsequent Owners of all or a portion of the Real Estate shall be obligated hereunder, jointly and/or severally, to indemnify the Town of Zionsville Plan Commission and/or the Town and hold said entities and their respective authorized representative(s), including the Director of Planning for the Town, harmless from any liability, expense (including reasonable attorney fees and court costs), costs, or damages which result from failure to perform Owner's and/or Owners' obligations hereunder and/or to comply with the terms and conditions of these COMMITMENTS.

Any controversy arising under or in relation to these COMMITMENTS shall be litigated exclusively in the applicable state courts of Indiana without regard to conflicts of laws principles. Owner irrevocably consents to service, jurisdiction, and venue of such courts for any such litigation and waives any other venue to which Owner or Owners might be entitled by virtue of domicile, habitual residence, or otherwise.

Owner shall be responsible, at its expense, for recording this Statement of Commitments in the Office of the Recorder of Boone County, Indiana, and shall promptly provide the Planning Department of the Town of Zionsville with a copy of such recording as a condition precedent to commencing work within the Development Plan. These COMMITMENTS shall be considered a covenant running with the Real Estate, including any portion thereof.

Owner represents and warrants that it is the sole owner of all the Real Estate; and that these COMMITMENTS shall be binding upon Owner as to all the particulars herein, and shall be considered a COVENANT running with the land described herein as the Real Estate, including any portion thereof.

IN WITNESS WHEREOF, Owner has executed this instrument this _____ day of _____, 20____.

(Individual Owner)

Signature _____

Printed _____

(Organization Owner)

By _____

Printed _____

Title _____

(Organization Acknowledgment)

STATE OF _____)
) SS:

COUNTY OF _____)

Before me, a Notary Public in and for said County and State, personally appeared

_____, the _____ of

_____, a(n) _____, Owner(s) of the Real Estate described in Exhibit A who acknowledged the execution of the foregoing instrument in such capacity and who, having been duly sworn, stated that any representations therein contained are true.

Witness my hand an Notarial Seal this _____ day of _____, 20____.

Signature _____

Printed _____

County of Residence _____

My Commission expires _____

I affirm under the penalties for perjury, that I have taken reasonable care to redact each social security number in this document, unless required by law.

Signature _____

Printed _____

This instrument prepared by:

Name

Title

Company

Address

Phone Number

EXHIBIT A – LEGAL DESCRIPTION

[Insert legal description of the involved Real Estate]