

§ 193.107 MAINTENANCE BOND FOR SUBDIVISION IMPROVEMENTS.

MAINTENANCE BOND
FOR
SUBDIVISION IMPROVEMENTS

This Maintenance Bond (the "Bond"), is hereby presented by (Name of Subdivider), (the "Principal"), and (Name of Bonding Company), (the "Surety Company") to the Town of Zionsville, Boone County, Indiana (the "Town") this \_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, to induce the Town to accept for public maintenance certain improvements, installations, and lot improvements within the subdivision known as (Name of Subdivision and Section #, if applicable) (the "Subdivision").

WHEREAS, Principal has installed certain improvements, installations, and lot improvements within the Subdivision, but the following improvements, installations, and lot improvements have not been accepted for public maintenance (Check all items covered by this Bond):

- checkbox street base
checkbox curbs
checkbox storm drainage
checkbox street topcoat
checkbox sidewalks
checkbox lot drainage
checkbox erosion control
checkbox debris and waste removal
checkbox lift station
checkbox street binder
checkbox sanitary sewer
checkbox water system
checkbox street signs
checkbox monumentation
checkbox soil preservation
checkbox fencing
checkbox final grading and lawn preparation
checkbox
checkbox

WHEREAS, Surety Company has pledged surety for the any maintenance actions required of the Principal related to said improvements, installations, and lot improvements; and

WHEREAS, Surety Company and Principal jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Town and the Town of Zionsville Plan Commission (the "Plan Commission"), jointly and severally, for the maintenance of the above-listed improvements required by the Town of Zionsville Subdivision Control Ordinance (Zionsville Ordinance No. 2000-21)(the "Subdivision Control Ordinance") and the Plan Commission, and agree to be held and firmly bound unto the Town and the Plan Commission.

WHEREAS, Principal certifies that all improvements, installations, and lot improvements within the Subdivision have been completed in accordance with the requirements, standards and specifications of the Subdivision Control Ordinance, other

## Zionsville - Planning and Zoning

applicable Ordinances of the Town, and the construction plans for the Subdivision as approved by the Town.

NOW, THEREFORE, Principal:

1. Warrants the workmanship and materials used in the construction, installation and completion of said improvements, installations, and lot improvements to be of good quality and constructed and completed in a workmanlike manner in accordance with the requirements, standards and specifications of the Subdivision Control Ordinance, other applicable Ordinances of the Town, and the construction plans for said improvements, installations, and lot improvements as approved by the Town; and
2. Agrees to maintain said improvements, installations, and lot improvements, at Principal's own expense, for a period of three (3) years after the date on which said improvements, installations, and lot improvements are accepted for public maintenance by the Town, and shall make all repairs thereto which may become necessary by reason of improper workmanship or materials. This maintenance obligation shall not include any damage to said improvements, installations, and lot improvements which results from forces or circumstances beyond the control of the Principal or occasioned by the inadequacy of the standards, specifications and requirements of the Subdivision Control Ordinance or other applicable Ordinances of the Town.

Upon receipt by the Surety Company of written notice from the Building Commissioner of the Town stating that the Principal has failed to maintain said improvements, installations, and lot improvements as required by the Subdivision Control Ordinance, the Plan Commission and this Bond, the Surety Company shall, at the option and direction of the Town, promptly and at the Surety Company's expense take one of the following actions:

3. Arrange for the Principal, with consent of the Town, to maintain the improvements, installations and lot improvements as required by the Subdivision Control Ordinance, the Plan Commission and this Bond;
4. Undertake to maintain the improvements, installations and lot improvements as required by the Subdivision Control Ordinance, the Plan Commission and this Bond;  
or,
5. Make payment to the Town in the amount to be incurred by the Town to maintain the improvements, installations and lot improvements as required by the Subdivision Control Ordinance, the Plan Commission and this Bond, and the amount of this Bond shall be credited for any payments made in good faith by the Surety Company, provided that the Surety Company's obligations under this paragraph shall not to exceed \_\_\_\_\_ (*written dollar amount of bond*) \_\_\_\_\_ dollars. (\$ \_\_\_\_\_), in the aggregate.

If Surety Company does not proceed as provided for above with reasonable promptness, but in all events within thirty (30) days, the Surety Company shall be deemed to be in default on this Bond fifteen (15) days after receipt of an additional written notice from the Building Commissioner to the Surety Company demanding that the Surety Company perform its obligations under this Bond, and the Town shall be entitled to enforce any remedy available to the Town.

Upon compliance with the terms and provisions of this Bond and the execution of a written Release of Maintenance Bond by the Building Commissioner, the obligations contained herein shall become null and void.

IN WITNESS WHEREOF, the undersigned have executed this instrument this day of \_\_\_\_\_, \_\_\_\_\_.

(Principal)

(Surety Company)

By: \_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Signature

Printed: \_\_\_\_\_

Printed: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Notice Address: \_\_\_\_\_

Notice Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**TOWN OF ZIONSVILLE**

Approved this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

By: \_\_\_\_\_

Printed: \_\_\_\_\_

Building Commissioner,  
Town of Zionsville, Boone County, Indiana