#### **SUBDIVISION IMPROVEMENT AGREEMENT**

Replat of Brandywine Community Church Subdivision

#### This Agreement, made by and between the City of Greenfield Board of Public Works and Safety (“Board of Works”) and Brandywine Community Church, Inc. (“Brandywine Church”),Vita of Greenfield, LLC and Vita of Greenfield IL, LLC, (collectively, “Subdivider”).

###### Preamble

WHEREAS, Subdivider applied to the Plan Commission for primary plat approval for the Replat of Brandywine Community Church Subdivision;

WHEREAS, on January 9, 2023 the Plan Commission granted Subdivider primary plat approval for the Replat of Brandywine Community Church Subdivision but conditioned such approval on the installation of certain public improvements throughout the subdivision;

WHEREAS, the City of Greenfield Subdivision Control Ordinance states and requires that each secondary plat submitted to the Commission shall be accompanied by a subdivision improvement agreement that is secured by a financial guarantee, if the required public improvements have not been completed;

WHEREAS, Subdivider applied to the Planning Director for secondary plat approval, as authorized by the Plan Commission, for the Replat of Brandywine Community Church Subdivision;

WHEREAS, Subdivider has not completed the required public improvements, namely improvements including demolition and/or installation of certain public improvements within the right of way, including acel-decal lanes, street, asphalt trail, water main, fire hydrant, drainage improvements, and street sign; as well as overall site erosion control and plat lot corner monuments; and desires to submit a subdivision improvement agreement, secured by two Liberty Mutual surety bonds, , in order to qualify for secondary plat approval.

NOW, THEREFORE, IN CONSIDERATION OF THE PROMISES AND MUTUAL COVENANTS CONTAINED IN THIS AGREEMENT:

###### Promises and Mutual Covenants

1. Subdivider agrees to obtain and submit to the Board of Works two Liberty Mutual surety bonds in the amount of $131,199.20 and $121,069.90, as per the attached quote from T&W Corporation, construction contractor and approved by the City Engineer, in favor of the City of Greenfield, to secure the completion of all required public improvements at the Replat of Brandywine Community Church Subdivision.
2. Subdivider agrees to complete the Replat of Brandywine Community Church Subdivision public improvements on or before August 31, 2024, in accordance with the construction and design standards set forth or incorporated in the City of Greenfield Subdivision Control Ordinance, the City of Greenfield Public Improvement Design Standards and Specifications Manual, and in accordance with the development plans set forth or incorporated in the approved Replat of Brandywine Community Church Subdivision Plat and application materials.
3. The parties acknowledge and agree that the Planning Director may withhold improvement location permits for any undeveloped Replat of Brandywine Community Church Subdivision lot unless and until Subdivider has completed the public improvements that serve the lot.
4. The parties acknowledge and agree that time is of the essence and that any failure by Subdivider to strictly adhere to the foregoing schedule (paragraph number 2 above) would constitute a material breach and violation of this Agreement. Upon such violation, or any other violation of this Agreement, the Board of Works may submit a claim under the Liberty Mutual surety bonds in an amount sufficient to cover the breach.
5. The parties acknowledge and agree that by accepting the Liberty Mutual surety bonds from Subdivider and that by entering into this Agreement, the City has not and does not waive any of its rights with respect to the enforcement of the City of Greenfield Subdivision Control Ordinance and/or approval granted thereunder in relation to the Replat of Brandywine Community Church Subdivision, against the Subdivider.

IN WITNESS WHEREOF, the Board of Works, by its Chairperson, and Subdivider execute this Agreement this \_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_, 2023.

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| **GREENFIELD BOARD OF PUBLIC WORKS AND SAFETY** | |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Chuck Fewell, Mayor    \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Katherine N. Locke  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Larry J. Breese | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Kelly McClarnon  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Glenna Shelby  ATTEST: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Lori Elmore, Clerk-Treasurer City of Greenfield |

**SIGNATURE PAGE OF SUBDIVIDER TO**

**SUBDIVISION IMPROVEMENT AGREEMENT**

**SUBDIVIDER:**

**Brandywine Community Church, Inc.**

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

Mark Wright, Pastor

**Vita of Greenfield, LLC**,

an Indiana limited liability company

By: **Vita of Greenfield MM, LLC**,

an Indiana limited liability company, its member

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

Paul Ezekiel Turner, Manager

**Vita of Greenfield IL, LLC**,

an Indiana limited liability company

By: **Vita of Greenfield ILMM, LLC**,

an Indiana limited liability company, its member

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

Paul Ezekiel Turner, Manager