

ARTICLE 7

CERTIFICATES USED ON FINAL AND CERTIFIED SURVEYS

All certificates found within this Article shall be of print large enough to be clearly legible, and shall be dated, signed and stamped if necessary.

CERTIFICATE A

LAND SURVEYOR'S CERTIFICATE

The following certificate shall appear on all Secondary Plats and Certified Surveys presented to the Dearborn County Plan Commission for approval pursuant to this Ordinance

“LAND SURVEYOR'S CERTIFICATE

I hereby certify that I am a Land Surveyor registered in compliance with the laws of the State of Indiana; and I do hereby further certify that this plat depicts a survey made by me or under my supervision, and to the best of my knowledge and belief, conforms with the requirements as set forth in Indiana Surveying Law and complies with all requirements of the Dearborn County Zoning and Subdivision Regulations. Signed this _____ day of _____ (year).

(Land Surveyors Signature)
(Typed or Printed Name) (SEAL)”

CERTIFICATE B - 1

OWNER’S CERTIFICATE – WITH ROADWAY DEDICATION

The following Certificate shall appear on all Secondary Plats and Certified Surveys presented to the Dearborn County Plan Commission for approval that contain a dedication of property for roadway purposes when there is **a new or existing roadway**.

"This is to certify that the undersigned are the owners of the land shown and described on this plat and as said owners we have caused the said above described property to be surveyed and subdivided as shown on the herein drawn plat, as our own free and voluntary act and deed. We attest that to our knowledge, the proposed land division does not interfere with the performance of an existing individual sewage disposal system. We hereby grant to the Commissioners of Dearborn County a ____ foot right-of-way for constructing and/or maintaining a road. Signed this _____ day of _____ (year).

Owner’s Signature

Owner’s Typed or Printed name"

NOTARY CERTIFICATE

STATE OF INDIANA, COUNTY OF DEARBORN, ss:

Before me the undersigned, a Notary Public, for said County and State, personally appeared (Name of person), and acknowledged the execution of the foregoing certificate as his/her voluntary act the ____ day of _____, (year).

Notary Public (signature) (Name Typed or Printed)
My Commission Expires:_____
Resident of _____ County, _____

CERTIFICATE B - 2

OWNER’S CERTIFICATE – OTHER PUBLIC DEDICATION

The following Certificate shall appear on all Secondary Plats and Certified Surveys presented to the Dearborn County Plan Commission for approval that contain a dedication of property for **public uses other than roadways.**

"We the undersigned, being all the owners of the lands herein platted, do hereby voluntarily consent to the execution of the said Plat and do dedicate the parks or public grounds as shown hereon to the Commissioners of Dearborn County to the public use for so long as they shall be used for the public purposes as shown or other purposes reasonably incident thereto.

Signed this ____ day of _____, _____.

Signature

Typed or Printed name"

NOTARY CERTIFICATE

STATE OF INDIANA, COUNTY OF DEARBORN, ss:

Before me the undersigned, a Notary Public, for said County and State, personally appeared (Name of person), and acknowledged the execution of the foregoing certificate as his/her voluntary act the ____ day of _____, (year).

Notary Public (signature) (Name Typed or Printed)
My Commission Expires:_____
Resident of _____ County, _____

Resident of _____ County, _____

CERTIFICATE C

DEARBORN COUNTY PLAN COMMISSION APPROVAL CERTIFICATE

The following certificate shall appear on all Secondary Plats and Certified Surveys presented to the Dearborn County Plan Commission for approval.

“This plat was approved by the Dearborn County Plan Commission on this _____ day of _____ (year).

(Planning Department Official Signature)
(Typed or Printed Name)”

CERTIFICATE D

OWNER’S CERTIFICATE – NO DEDICATION

The following certificate shall appear on all Secondary Plats and Certified Surveys that **do not involve a public dedication.**

”This is to certify that the undersigned are the owners of the land shown and described on this plat and as said owners we have caused the said above described property to be surveyed and subdivided as shown on the herein drawn plat, as our own free and voluntary act and deed. We attest that to our knowledge, the proposed land division does not interfere with the performance of an existing individual sewage disposal system. Signed this _____ day of _____ (year).

(Owner's Signature)
(Type or Printed Name)

NOTARY CERTIFICATE

STATE OF INDIANA, COUNTY OF DEARBORN, ss:

Before me the undersigned, a Notary Public, for said County and State, personally appeared (Name of person), and acknowledged the execution of the foregoing certificate as her voluntary act this _____ day of _____, (year).

Notary Public (Signature)

(Name Typed or Printed)

My Commission Expires: _____

Resident of _____ County, _____”

CERTIFICATE E

COUNTY RECORDER'S CERTIFICATE

The following certificate shall appear on all Secondary Plats and Certified Surveys presented to the Dearborn County Plan Commission for approval and the certificate shall be clearly legible.

COUNTY RECORDER'S CERTIFICATE

“Received for recording this _____ day of _____ (year) and recorded in Plat Cabinet _____, Slide _____ in the Office of the Recorder of Dearborn County, Indiana.

(Recorder of Dearborn County Signature)
(Typed or Printed Name)”

CERTIFICATE F

ACCEPTANCE OF DEDICATIONS

The following certificate shall appear on all Secondary Plats and Certified Survey including an Acceptance of Dedication.

“Be it resolved by the Board of Commissioners, Dearborn County, Indiana, that the dedications shown on this plat are hereby approved and accepted this _____ day of _____ (year).

(Board of Commissioners Official Signature)
(Type or Printed Name)”

CERTIFICATE G

SIGHT DISTANCE CERTIFICATE

“I hereby certify that this plat meets the minimum sight distance requirements of Article 24, Section 2410 of the Dearborn County Zoning Ordinance. Signed this _____ day of _____ (year).

(Land Surveyors Signature)
(Type or Printed Name)”

CERTIFICATE H

COUNTY AUDITOR'S CERTIFICATE

The following certificate shall appear on all Secondary Plats and Certified Surveys presented to the Dearborn County Plan Commission for approval and the certificate shall be clearly legible.

COUNTY AUDITOR'S CERTIFICATE

“Presented to the Auditor this _____ day of _____, (year).

(Auditor of Dearborn County Signature)
(Type or Printed Name)”

CERTIFICATE I

SUBDIVIDER'S CONTRACT

This contract is executed this _____ day of _____, 20____ by _____ Subdivider(s), and between the Dearborn County Government, as evidenced by a plat of a Subdivision which is on file in the Dearborn County Plan Commission Office, referred to as _____ Subdivision, in Dearborn County, Indiana.

WITNESSETH:

1. The Subdivider(s) herein above set forth are/is the owner(s) in fee simple of the real estate known as _____ Subdivision, located in Section(s) _____ Township _____ Range _____, of the First Principle Meridian, Dearborn County, Indiana;
2. It is the purpose and intention of this agreement to have the Subdivider(s) agree in writing to the performance and completion of certain work in connection with improvements necessitated by the division of land in the Subdivision as identified within the approved Improvement Plan and the regulations within the Dearborn County Subdivision Control and Zoning Ordinances. It is further the purpose of this agreement to enter into a contract obligating the Subdivider(s) to perform as hereinafter set forth, and secure this construction and performance by an approved form of guarantee.

NOW, THEREFORE IT IS AGREED:

- A. The Subdivider(s), as herein before described, do (does) herewith agree to construct, install, and provide without variation all required improvements—including, but not necessarily limited to streets, curbs and gutters, sidewalks, stormwater drain and sewer systems, sanitary sewer systems, water supply systems, street signs, monuments and the various appurtenances related thereto—as established on the approved Subdivision Improvement Plans approved by the Plan Commission on file with the Dearborn County Department of Transportation & Engineering and the Department of Planning & Zoning;
- B. The Subdivider(s) agree(s) that said work shall be performed, completed and installed pursuant to inspection and approval by the Dearborn County Engineer *or his designee* and in accordance with the *Dearborn County Subdivision Control and Zoning Ordinances*;
- C. The Subdivider(s) further agree to do all that is necessary to accomplish the acceptance of the road(s) as public road(s) within _____ years from the date of this contract. The _____ year period (the “Contract Period”) is hereby fixed as a reasonable length of time for completion of all work. The Subdivider(s) may request a contract extension by formally petitioning the County Engineer and Planning Director, who may grant an extension *in accordance with Article 4, Section 405 of the Dearborn County Subdivision Control Ordinance*. After completion of the public improvements the Subdivider(s) shall provide a maintenance bond as required by the Subdivision Control Ordinance to guarantee the performance of the public improvements;

- D. The Subdivider(s) shall be responsible for all maintenance work necessary during the Contract Period including ditch and/or storm sewers, snow removal and ice removal;
- E. The Subdivider shall hold Dearborn County, Indiana and all its Departments, Agencies and County Employees harmless for any and all liability claims, liens and encumbrances from all contractors, subcontractors and other party arising out of or as a result of the construction and maintenance or lack thereof while this contract is in effect;
- F. The Subdivider(s) agree to provide an acceptable financial guarantee in the amount of _____ to insure the performance of this contract and the required improvements. Said guarantee shall be held by the Dearborn County Plan Commission under the supervision of the Planning Director until satisfactory completion of the improvements, and maintenance period and all fees outstanding to Dearborn County have been paid. Any interest accrued on said guarantee during the contract period shall accrue to Dearborn County as a service charge.
- G. The Subdivider(s) agree(s) to apply to both the County Engineer and Planning Director, in writing, for the release of a financial guarantee once all required improvements have been installed and completed. The Subdivider(s) acknowledge(s) that any written request must be accompanied by a certification from his engineer or surveyor which states that, based on the information provided and to the best of his knowledge, all required improvements have been completed in the manner prescribed by the Dearborn County Subdivision Control Ordinance, this Contract, and the approved Primary Plat and Improvement Plan(s). The certification of the Subdivider's engineer or surveyor shall also be accompanied by "record drawings." All record drawings shall be submitted as an up-to-date Improvement Plan, and shall contain all of the information set forth in Article 2, Section 232 of the Dearborn County Subdivision Control Ordinance. Such record drawings must be prepared, signed, and stamped by the Subdivider's engineer or surveyor and must be submitted in both electronic (preferably CAD-based, where applicable)* and hard copy formats.
- H. The Subdivider(s) agree(s) to construct, install, or repair any required improvement that does not meet the approved standards set forth in Dearborn County Subdivision Control Ordinance, this Contract, and the approved Primary Plat and Improvement Plan(s). All final determinations regarding the adequacy and completeness of required improvements will be made by the County Engineer or his designee, following the review of the Subdivider's "record drawings" and inspections performed by the County Engineer's staff.
*Any proposed change(s) to the approved Primary Plat and Improvement Plan(s) must be approved by the Dearborn County Technical Review Committee prior to the Subdivider's subsequent application to the Dearborn County Board of Commissioners to accept any public improvements.

(Property Owner's Signature)
(Typed or Printed Name)

Date

(Subdivider's Signature) (if different than above)
(Typed or Printed Name)

Date

STATE OF INDIANA, COUNTY OF DEARBORN, ss:

Before me the undersigned, a Notary Public, for said County and State, personally appeared (Name of person), and acknowledged the execution of the foregoing certificate as her voluntary act this ____ day of _____, (year).

Notary Public (Signature)

Name Typed or Printed

My Commission Expires: _____

Resident of _____ County, _____

(Dearborn County Plan Commission Official Signature)
(Typed or Printed Name)

Date

CERTIFICATE J

PERFORMANCE GUARANTEE FORM

TO BE ISSUED WITH BONDING COMPANY STATIONERY, SEAL, & LOGO
(Where applicable)

Date of Issue: _____

Financial Institution Performance Guarantee Identification # (if applicable): _____

Amount: _____

Expiration Date: _____

Financial Institution Address: _____
Contact and Telephone # _____

Beneficiary: Dearborn County Board of Commissioners
215 B West High Street,
Lawrenceburg, Indiana 47025
Attn: Planning Director

We _____ (Financial Institution), hereby establish in your favor this Performance Guarantee for the account of _____, (hereinafter "Subdivider"), and _____, (hereinafter "Owner"), up to an aggregate amount of _____ (US dollars) which equals One Hundred Twenty percent (120%) of the cost of the Land Improvements described herein We understand that this Performance Guarantee is to be used to construct all required improvements within Dearborn County as shown on the approved Improvement Plan on file within the County Engineer and Planning Department offices and the submitted Secondary Plat as listed. (List Subdivision Name _____ and Section or Phase _____)

Withdrawals on this Performance Guarantee must be accompanied by written notice to the Financial Institution from the Planning Director certifying either: (1) that said Performance Guarantee is about to expire and has not been renewed; and/or 2) that work has not been completed in accordance with the approved Improvement Plan listed above and any amendments thereof. It shall be the option of the Planning Director, or his designee acting as the agent for the County, to draw in full on this Performance Guarantee or make partial withdrawals as needed. Partial withdrawals shall not affect the full force of the remainder of this Performance Guarantee.

Upon the completion of the agreed upon improvements by the County or its agent any unused funds shall be forwarded to the Financial Institution.

This irrevocable Performance Guarantee shall expire on (Date/Year); provided, however, the undersigned shall notify the County, by certified mail, return receipt requested, at least 30 days prior to said expiration date, that said Performance Guarantee is about to expire. In no event shall this Performance Guarantee or the obligations contained herein expire except upon said prior written notice and renewal, it being expressly agreed by the undersigned that the above expiration date shall be extended as shall be required to comply with this notice provision. Notice shall be made to the Beneficiary listed above. This Performance Guarantee can only be released prior to the expiration date upon written consent of the Beneficiary.

The undersigned further agrees that this Performance Guarantee shall remain in full force and effect and pertain to any and all amendments or modifications which may be made from time to time to the plans, specifications and agreements for the project, with or without notice from the County of such amendments or modifications.

The Financial Institution hereby undertakes and engages that all demands made in conformity with this Performance Guarantee will be duly honored and payment shall be made in immediately available funds upon presentation.

The Financial Institution hereby represents and warrants to the Beneficiary that it has the full power, right and authority to deliver this Performance Guarantee, and that it is within all limits of such institution, and in accordance with terms on the undersigned institution.

NAME OF THE FINANCIAL INSTITUTION

ATTEST: _____

By: _____
(Principal's Signature)

(Principal's Typed Name & Title)

By: _____
(Surety Representative's Signature)

(Surety Representative's Typed Name & Title)

STATE OF INDIANA, COUNTY OF DEARBORN, ss:

Before me the undersigned, a Notary Public, for said County and State, personally appeared _____ (Name of persons above), and acknowledged the execution of the foregoing Performance Guarantee as his or her voluntary act this ____ day of _____, (year).

Notary Public (Signature)

Name Typed or Printed

My Commission Expires: _____

Resident of _____ County, _____

(Dearborn County Plan Commission Official Signature)
(Typed or Printed Name)

Date

CERTIFICATE K

MAINTENANCE GUARANTEE FORM

TO BE ISSUED WITH BONDING COMPANY STATIONERY, SEAL, & LOGO
(Where applicable)

Date of Issue: _____

Financial Institution Maintenance Guarantee Identification # (if applicable): _____

Amount: _____

Expiration Date: _____

Financial Institution Address: _____
Contact and Telephone # _____

Beneficiary: Dearborn County Board of Commissioners
215 B West High Street,
Lawrenceburg, Indiana 47025

Attn: Planning Director

We _____ (Financial Institution), hereby establish in your favor this financial guarantee for the account of _____, (hereinafter "Subdivider"), and _____, (hereinafter "Owner"), up to an aggregate amount of _____ (US dollars) which equals One Hundred Twenty percent (120%) of the cost of the Land Improvements described herein. We understand that this financial guarantee is to be used to finish all required improvements not completed or installed by the Owner / Subdivider and to secure the performance of all required maintenance improvements as shown on the approved Improvement Plan on file within the Department of Transportation and Planning Department offices and the submitted Secondary Plat as listed. (List Subdivision Name _____ and Section / Phase _____)

Withdrawals on this financial guarantee must be accompanied by written notice to the Financial Institution from the Planning Director or his designee certifying either: (1) that said financial guarantee is about to expire and has not been renewed; 2) that work has not been completed in accordance with the approved Improvement Plan listed above and any amendments thereof; and/or 3) the required improvements have failed to perform as required. It shall be the option of the Planning Director, or his designee acting as the agent for the County, to draw in full on this financial guarantee or make partial withdrawals as needed. Partial withdrawals shall not affect the full force of the remainder of this financial guarantee. Upon the completion of the agreed upon improvements by the County or its agent any unused funds shall be forwarded to the Financial Institution.

This irrevocable financial guarantee shall expire on (Date/Year); provided, however, the undersigned shall notify the County, by certified mail, return receipt requested, at least 30 days prior to said expiration date, that said financial guarantee is about to expire. In no event shall this financial guarantee or the obligations contained herein expire except upon said prior written notice and renewal, it being expressly agreed by the undersigned that the above expiration date shall be extended as shall be required to comply with this notice provision. Notice shall be made to the Beneficiary listed above. This financial guarantee can only be released prior to the expiration date upon written consent of the Beneficiary.

The undersigned further agrees that this financial guarantee shall remain in full force and effect and pertain to any and all amendments or modifications which may be made from time to time to the plans, specifications and agreements for the project, with or without notice from the County of such amendments or modifications.

The Financial Institution hereby undertakes and engages that all demands made in conformity with this irrevocable Letter of Credit will be duly honored and payment shall be made in immediately available funds upon presentation.

Each of the undersigned institutions hereby represents and warrants to the Beneficiary that it has the full power, right and authority to deliver this Irrevocable Letter of Credit, that the same is within all lending limits of such institution, is in accordance with terms on the undersigned institution.

The Financial Institution hereby undertakes and engages that all demands made in conformity with this financial guarantee will be duly honored and payment shall be made in immediately available funds upon presentation.

The Financial Institution hereby represents and warrants to the Beneficiary that it has the full power, right and authority to deliver this financial guarantee, and that it is within all limits of such institution, and in accordance with terms on the undersigned institution.

NAME OF THE FINANCIAL INSTITUTION

ATTEST: _____

By: _____
(Principal's Signature)

(Principal's Typed Name & Title)

By: _____
(Surety Representative's Signature)

(Surety Representative's Typed Name & Title)

STATE OF INDIANA, COUNTY OF DEARBORN, ss:

Before me the undersigned, a Notary Public, for said County and State, personally appeared _____(Name of persons above), and acknowledged the execution of the foregoing Maintenance Guarantee as his or her voluntary act this ____ day of _____, (year).

Notary Public (Signature)

Name Typed or Printed

My Commission Expires: _____

Resident of _____ County, _____

(Dearborn County Plan Commission Official Signature)
(Typed or Printed Name)

Date