

Cross References: _____

USE AND DEVELOPMENT COMMITMENT
FOR ACCESSORY DWELLING UNIT
(CITY)

STATE OF INDIANA) Date: _____
) SS:
COUNTY OF VANDERBURGH)

WHEREAS, the undersigned, _____ (“Owner”), is the owner of certain real estate situated in the County of Vanderburgh, Indiana, commonly described as

_____, Evansville, IN _____, which is more particularly described as set forth on Exhibit “A” attached hereto and incorporated herein (the “Subject Property”); and

WHEREAS, as the undersigned has applied for or is in the process of applying for an Improvement Location Permit from the Area Plan Commission of Evansville-Vanderburgh County for the establishment of an Accessory Dwelling Unit (“ADU”) on the Subject Property pursuant to Evansville Municipal Code sections 18.130.072 (ADU) and 18.170.010 (Improvement Location Permits); and

WHEREAS, pursuant to EMC subsection 18.130.072 (B)(6), the Owner is required to record an instrument that will become a restriction on the title of the property as set forth in this Use and Development Commitment, this instrument having been created and approved by the Planning Department; and

WHEREAS, compliance with the foregoing requirement is necessary as a condition of obtaining an Improvement Location Permit allowing the establishment and maintenance of the proposed ADU;

NOW, THEREFORE, in consideration of the foregoing, the Owner makes the following use and development commitment:

1. Use of the Subject Property shall be restricted such that either the principal residence or the ADU shall be occupied by the Subject Property's owner(s) of record as their primary residence.
2. Applicant agrees and understands that no Improvement Location Permit will be approved or issued for the establishment of an ADU on the Subject Property unless and until this commitment is recorded in the Office of the Recorder of Vanderburgh County and proof of such recordation is provided to the Executive Director of the Area Plan Commission.
3. Applicant agrees that all commitments and undertakings herein expressed shall be binding on the Applicant's heirs, legal representatives, successors and assigns, and shall run in favor of the Area Plan Commission of Evansville-Vanderburgh County and all the owners of real estate lying within a depth of two (2) ownerships contiguous to (abutting) the Subject Property, ignoring all rights-of-ways and easements, and shall be enforced by invoking a legal, equitable or special remedy, including specific performance, injunction or equitable relief.
4. Applicant agrees that a person bringing an action to enforce a commitment may request mandatory or prohibitory injunctive relief through the granting of a temporary restraining order, preliminary injunction, or permanent injunction, and that in any action for enforcement, regardless of the relief requested, it is not a defense that:
 - (a) no consideration was given for the commitment;
 - (b) the commitment does not benefit any designated parcel of property;
 - (c) the document setting forth the commitment lacks a seal;
 - (d) there is no privity of estate;
 - (e) there is no privity of contract; or
 - (f) there is no proof of damages.
5. This commitment shall not expire nor shall it be terminated except by written agreement of the Area Plan Commission, and the removal and cessation of use of any part of the Subject Property as an ADU.
6. If it is necessary to initiate administrative or judicial proceedings to enforce any such commitment or undertaking, Owner agrees that the person or entity obtaining enforcement in such proceedings shall also recover its reasonable attorneys' fees and costs of suit from the Owner or any other person or entity bound hereby.

IN WITNESS WHEREOF, this Use and Development Commitment is hereby made and entered into this _____ day of _____, 20____ by _____, for the purposes set forth herein.

 (Signature Of Owner Of Record)

[NOTARY CERTIFICATE ON FOLLOWING PAGE]

STATE OF INDIANA)
) SS:
COUNTY OF VANDERBURGH)

BEFORE ME, a Notary Public in and for said County and State, personally appeared _____, identified as the owner of the Subject Property in the foregoing instrument, who acknowledged the execution of the foregoing Use and Development Commitment.

WITNESS my hand and Notarial Seal this _____ day of _____, 20____.

My county of residence:

Signature of Notary Public

My commission number:

Printed Name

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 it is required by law.

(Printed Name)