

MUTUAL AGREEMENT FORM
FOR
COMMERCIAL DEVELOPMENT

BETWEEN

_____ The Developer of
_____ Commercial Development
_____ The Local Lending Institution and,

THE HOPKINSVILLE-CHRISTIAN COUNTY PLANNING COMMISSION
ON BEHALF AND FOR

The above parties agree to the following conditions of this Agreement which is hereby established to fulfill the requirements for the _____ Commercial Development,

A. The Developer agrees:

1. To the establishment of an escrow account, payable to the Hopkinsville-Christian County Planning Commission, in a local lending institution of a sufficient amount to cover the entire cost of the improvements required for the Commercial Development. These improvements shall include as a minimum, all improvements required in the adopted Development Regulations. The amount of the escrow account shall be determined by the bids received from reputable contractors for each construction item and shall be the bids accepted and approved by the developers. The developer shall attach copies of the bids to this form.
2. The developer shall deposit cash or other instruments readily convertible into cash at face value into the escrow account. The use of any instrument other than cash and the lending institution utilized shall be subject to the approval of the Hopkinsville-Christian County Planning Commission or its appointee.
3. The funds established in said account shall be used to install the required improvements and said funds shall not be dispersed except as authorized by the Planning Commission or its appointee.
4. Payments shall be made on a basis of the percentage of work satisfactorily

completed, as stated in B-2. All required improvements shall be satisfactorily installed within eighteen (18) months of the date of the final commercial project approval.

5. To notify the Planning Commission at least two (2) days prior to the construction of the improvement items.
6. To comply with the standards outlined in the Storm Water Management Ordinance and Public Improvement Specifications.

B. The local lending institution agrees:

1. That \$ _____ has been established in an escrow account for the purpose of installing the required improvements for said Commercial Development shall only be used to install said improvements.
2. To disperse funds from said account on a basis of the percentage of the improvements satisfactorily completed. This percentage shall be determined based upon the itemized cost figures states in A-1 and shall be the lesser of the percentage estimated by the local lending institution and the Planning Commission or its appointee.
3. Not to disperse any money from said account until the local lending institution has received written notice from the Planning Commission or its appointee that a specified percentage of the required improvements have been satisfactorily completed and approved by the Planning Commission or its appointee.

C. The Planning Commission agrees:

1. To accept this Agreement in lieu of a performance bond or in lieu of the completed improvements required for the Commercial Development.
2. To have the Commission's Staff or City-County Engineer periodically inspect said improvements while under construction and inspect completed improvements within seven (7) days after receiving written notice that the improvement item has been completed. The Commission Staff or City-County Engineer shall notify the local lending institution and the developer within ten (10) days after receiving written notice, as stated above, as to the percentage of improvements completed.
3. It is hereby understood and agreed that in the event that any required improvements have not been installed as provided by said Development Regulations, within eighteen (18) months, the governing body may thereupon declare this account to be in default and collect the sum remaining payable thereunder, and upon receipt of the proceeds thereof, the local government shall install such improvements as are covered by this account and

commensurate with the extent of building development that has taken place in the Commercial Development but not exceeding the amount of such proceeds.

4. Escrow account \$_____ See attached estimate from Hopkinsville-Christian County Planning Commission dated _____.

_____	Streets	_____	Grading	_____	Engineering
_____	Curb & Gutter	_____	Storm Drainage	_____	Sidewalks
_____	Water	_____	Sewer	_____	Other

_____, the Developers of
 _____ (Commercial Project)
 _____, Local Lending Institution
 _____, Planning Commission
 _____, Date of Development Approval