

## EXHIBIT B

### AGREEMENT BETWEEN DEVELOPER/CONTRACTOR AND TOWN OF BARGERSVILLE FOR PLANNING REVIEW FEES

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PROJECT NO: \_\_\_\_\_

PROJECT NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

The Town of Bargersville agrees to provide Planning Review required in conjunction with the above Project. Such Planning Review will be done to determine if the work is proceeding in accordance with the Town of Bargersville Zoning Ordinance and the Town of Bargersville Subdivision Control Ordinance.

- Planning Review will be done to determine if the Project is being implemented in accordance with the Town of Bargersville Zoning Ordinance and the Town of Bargersville Subdivision Control Ordinance.

*The Developer/Contractor shall defend, indemnify, hold harmless and protect the Town, its employees, agents, officers and directors, from and against any and all claims, demands, causes of action, liabilities, losses, damage, penalties, costs (including reasonable attorneys' fees) and suits, including without limiting the generality of the foregoing, those claims, demands, causes of action, liabilities, losses, damage, penalties, costs (including reasonable attorneys' fees) and suits for which the Town may be, or may be claimed to be, liable through negligence or otherwise, for death, personal injury, illness or loss of damage to property, or economic loss alleged to arise out of, result from, relate to, or be in any manner connected with activities of the Developer/Contractor or the services provided by the Town under this Agreement. The Developer/Contractor shall provide such defense and indemnity whether the claim, demand, cause of action or suit alleges that the occurrence, omission, action, liability, loss or damage was caused or contributed to by the concurrent, joint, comparative, active or passive negligent act or omission of the Town, except that the Developer/Contractor assumes no liability for the negligent acts or omissions of the Town, its employees, agents, officers and directors, which, without contributory fault on the part of the Developer/Contractor, its contractor(s), subcontractor(s) or their employees, agents, officers or directors, is the sole cause of loss, damage to person or property, or injury to or death of any person.*

**This Agreement does not include construction engineering or construction stakeout.**

#### PLANNING REVIEW FEES

The Town agrees to perform Planning Review for two (2) hours at \$250.00. Projects requiring more than two (2) hours of review due to their complexity and/or deficiency in design or submittal shall be assessed additional review fees at the rate of \$125.00 per hour. The Developer shall reimburse the Town for the cost of review fees.

Final Plats regarding various utility matters will be accepted once all fees, appropriate financial guarantees, transfer of ownership and as-builts for completed utilities and all legal documents have been submitted. Developer will be required to post a three (3) year financial guarantee for 25% of the total project cost at the time of transfer of ownership and prior to the final acceptance by the Town of Bargersville.

\_\_\_\_\_  
Owner (Print)

\_\_\_\_\_  
Contractor (Print)

\_\_\_\_\_  
Organization (Print)

\_\_\_\_\_  
Organization (Print)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

TOWN OF BARGERSVILLE  
REPRESENTATIVE

ATTEST BY:

\_\_\_\_\_  
Printed

\_\_\_\_\_  
Printed

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

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Title

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Title

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Date

\_\_\_\_\_  
Date