

**AGREEMENT FOR GRADING, LANDSCAPING AND FINAL ADJUSTMENT
OF WATER SERVICE VALVE BOX(ES)**

THIS AGREEMENT is entered into by and between the City of Springboro, Ohio (hereinafter "the City") and the undersigned contractor or owner.

WHEREAS, City regulations prohibit the issuance of an occupancy permit for a building which has not passed final building inspection; and

WHEREAS, one element of that final inspection is to assure that all in-ground water service valve boxes remain properly positioned after final grading and seeding or sodding is completed; and

WHEREAS, when all other improvements subject to permits have been satisfactorily completed, withholding of the approval of final inspection based solely on the failure to complete grading, sodding, or seeding and to final positioning of water service valve boxes can create a hardship on the Owner and / or Contractor.

WHEREAS, the City Division of Building Regulation policy permits the requirement of grading and seeding or sodding and final correct positioning of water service valve boxes to be temporarily waived so that final inspection can be approved, provided that the owner or contractor guarantees via agreement that the work will be properly completed; and

WHEREAS, the undersigned wishes to obtain a satisfactory final inspection of the improvements being made pursuant to Permit No. _____ on certain real property located at _____.

NOW, THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS, IN
CONSIDERATION OF THE MUTUAL PROMISES AND BENEFITS CONFERRED
HEREIN:

SECTION I

The undersigned owner or contractor hereby covenants and agrees to make final adjustment of the location, height, and verticality of every in-ground water service valve box on the above described real property, and complete final grading and sodding or seeding in all areas of the yard.

SECTION II

In consideration of the promises set forth in Section I above, the City agrees to temporarily waive its final inspection of the location, height, and verticality of water service valve boxes, and final grading and seeding or sodding, until the expiration of this agreement. This waiver shall allow the issuance of an occupancy permit, provided that all other requirements of the final inspection are met.

SECTION III

In the event that the undersigned does not satisfactorily complete the work required by this Agreement within six (6) months of date of application, the City may, in its sole discretion, either enforce this agreement by a civil action for specific performance, or enter upon the premises and perform the work with its own employees or by the use of contractors. In the latter instance, the City may collect the cost thereof from the undersigned, who shall pay an invoice for the work in full within 30 days of receipt. In the event the City finds it necessary or advisable to institute any civil action to enforce any aspect of this agreement, the undersigned owner or contractor shall pay all court costs and the City's attorney fees and reasonably related administrative costs. The provisions of Section III shall survive the expiration of the Agreement.

SECTION IV

This agreement shall take effect upon its execution by the latter of the parties hereto, and shall remain enforceable against the signatory contractor or owner regardless of any subsequent conveyance of the real estate.

AGREED:

CONTRACTOR _____ OWNER _____

COMPANY NAME _____

CONTACT PERSON _____

COMPANY ADDRESS _____

PHONE _____ FAX _____

DATE OF EXPIRATION _____

SIGNATURE OF CONTRACTOR OR OWNER _____ DATE _____

CITY OF SPRINGBORO BUILDING INSPECTOR OR DESIGNEE _____ DATE _____