

## **APPENDICES**

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## APPENDIX NO. 1

### CERTIFICATION OF ACCURACY (PLAN)

I hereby certify that, to the best of my knowledge, the plan shown and described hereon is true and correct to the accuracy required by the Strasburg Township Subdivision and Land Development Ordinance.

\_\_\_\_\_, 20\_\_\_\_ \* \_\_\_\_\_

\*\*

\* Signature of a professional registered in the Commonwealth of Pennsylvania qualified to perform such duties and responsible for the preparation of the plan.

\*\* Seal of the registered professional.

## APPENDIX NO. 2

### CERTIFICATION OF ACCURACY (SURVEY)

I hereby certify that, to the best of my knowledge, the survey shown and described hereon is true and correct to the accuracy required by the Strasburg Township Subdivision and Land Development Ordinance.

\_\_\_\_\_, 20\_\_\_\_ \* \_\_\_\_\_

\*\*

\* Signature of the surveyor responsible for the survey.

\*\* Seal of the surveyor.

**APPENDIX NO. 3**

**STORM WATER MANAGEMENT CERTIFICATION**

I hereby certify that, to the best of my knowledge, the storm drainage facilities shown and described hereon are designed in conformance with the storm water management requirements of Strasburg Township.

\_\_\_\_\_, 20\_\_\_\_ \* \_\_\_\_\_

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\* Signature of a professional registered in the Commonwealth of Pennsylvania qualified to perform such duties and responsible for the preparation of the storm drainage plan.

\*\* Seal of the registered professional.

**APPENDIX NO. 4**

**STRASBURG TOWNSHIP PLANNING COMMISSION  
REVIEW CERTIFICATE**

At a meeting held on \_\_\_\_\_, 20\_\_\_\_, the Strasburg Township Planning Commission reviewed this plan and a copy of the review comments is on file in the Township office.

\* \_\_\_\_\_ \*

\*Signatures of the Chairman and Secretary or their designees.

**APPENDIX NO. 5**

**STRASBURG TOWNSHIP BOARD OF SUPERVISORS  
PRELIMINARY PLAN APPROVAL CERTIFICATE**

At a meeting on \_\_\_\_\_, 20\_\_\_\_, the Strasburg Township Board of Supervisors granted PRELIMINARY PLAN APPROVAL of this project, including the complete set of plans marked sheet(s) \_\_\_\_\_ through \_\_\_\_\_ which form a part of the application dated \_\_\_\_\_, last revised \_\_\_\_\_, and bearing Strasburg Township File No. \_\_\_\_\_. This plan may not be recorded in the office of the Lancaster County Recorder of Deeds.

\* \_\_\_\_\_ \*

\*Signatures of the Chairman and Secretary or their designees.

**APPENDIX NO. 6**

**STRASBURG TOWNSHIP BOARD OF SUPERVISORS  
FINAL PLAN APPROVAL CERTIFICATE**

At a meeting on \_\_\_\_\_, 20\_\_\_\_, the Strasburg Township Board of Supervisors granted FINAL PLAN APPROVAL of this project, including the complete set of plans marked sheet(s) \_\_\_\_\_ through \_\_\_\_\_ which form a part of the application dated \_\_\_\_\_, last revised \_\_\_\_\_, and bearing Strasburg Township File No. \_\_\_\_\_.

\* \_\_\_\_\_ \*

\*Signatures of the Chairman and Secretary or their designees.

**APPENDIX NO. 7**

**STRASBURG TOWNSHIP BOARD OF SUPERVISORS  
LOT ADD-ON / LOT LINE CHANGE /CENTERLINE SEPARATION PLAN  
APPROVAL CERTIFICATE**

At a meeting on \_\_\_\_\_, 20\_\_\_\_, the Strasburg Township Board of Supervisors granted [LOT ADD-ON] [LOT LINE CHANGE] [CENTERLINE SEPARATION] PLAN APPROVAL of this project, including the complete set of plans marked sheet(s) \_\_\_\_\_ through \_\_\_\_\_ which form a part of the application dated \_\_\_\_\_, last revised \_\_\_\_\_, and bearing Strasburg Township File No. \_\_\_\_\_.

\* \_\_\_\_\_ \*

\*Signatures of the Chairman and Secretary or their designees.

**APPENDIX NO. 8**

**LANCASTER COUNTY PLANNING COMMISSION  
REVIEW CERTIFICATE**

The Lancaster County Planning Commission, as required by the Pennsylvania Municipalities Planning Code, Act 247 of 1968, as amended, reviewed this plan on \_\_\_\_\_, 20\_\_\_\_, and copy of the review is on file at the office of the Planning Commission in LCPC File No.\_\_\_\_\_. This certificate does not indicate approval or disapproval of the plan by the Lancaster County Planning Commission, and the Commission does not represent nor guarantee that this plan complies with the various ordinances, rules, regulations, or laws of the local municipality, the Commonwealth, or the Federal government.

\* \_\_\_\_\_ \*

\* Signatures of the Chairman and Vice Chairman or their designees.

**APPENDIX NO. 9**

**CERTIFICATE OF OWNERSHIP, ACKNOWLEDGMENT OF PLAN  
AND OFFER OF DEDICATION**

**INDIVIDUAL**

**COMMONWEALTH OF PENNSYLVANIA**

**COUNTY OF LANCASTER**

On this, the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned officer, personally appeared \_\_\_\_\_, who being duly sworn according to law, deposes and says that he is the \* \_\_\_\_\_ of the property shown on this plan, that the plan thereof was made at his direction, that he acknowledges the same to be his act and plan, that he desires the same to be recorded, and that all streets and other property identified as proposed public property (excepting those areas labeled "NOT FOR DEDICATION") are hereby dedicated to the public use. He also hereby acknowledges that this proposed subdivision or land development may be subject to the requirements of additional Township, State and Federal regulations.

\*\*

\*\*\*

My Commission Expires \_\_\_\_\_, 20\_\_\_\_\_

\* Identify Ownership or Equitable Ownership

\*\* Signature of the Individual

\*\*\* Signature and Seal of Notary Public or Other Authorized to Acknowledge Deeds.

**APPENDIX NO. 9**

**CERTIFICATE OF OWNERSHIP, ACKNOWLEDGMENT OF PLAN  
AND OFFER OF DEDICATION**

**COPARTNERSHIP**

**COMMONWEALTH OF PENNSYLVANIA**

**COUNTY OF LANCASTER**

On this, the \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_, before me, the undersigned officer, personally appeared \_\_\_\_\_, being the members of the firm of \_\_\_\_\_, who being duly sworn according to law, deposes and says that the copartnership is the \* \_\_\_\_\_ of the property shown on this plan, that the plan thereof was made at its direction, that it acknowledges the same to be its act and plan and desires the same to be recorded, and that all streets and other property identified as proposed public property (excepting those areas labeled "NOT FOR DEDICATION") are hereby dedicated to the public use.

\*\* \_\_\_\_\_

\*\*\* \_\_\_\_\_

My Commission Expires \_\_\_\_\_, 20 \_\_\_\_

\* Identify Ownership or Equitable Ownership

\*\* Signature of the Individual

\*\*\* Signature and Seal of Notary Public or Other Officer Authorized to Acknowledge Deeds.

APPENDIX NO. 9

CERTIFICATE OF OWNERSHIP, ACKNOWLEDGMENT OF PLAN  
AND OFFER OF DEDICATION

CORPORATE

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF LANCASTER

On this, the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_, before me, the undersigned officer, personally appeared \_\_\_\_\_, being \*  
\_\_\_\_\_ of \*\* \_\_\_\_\_ who  
being duly sworn according to law, deposes and says that the corporation is the  
\*\*\* \_\_\_\_\_ of the property shown on this plan, that he is authorized to  
execute said plan on behalf of the corporation, that the plan is the act and deed of the corporation,  
that the corporation desires the same to be recorded and on behalf of the corporation further  
acknowledges, that all streets and other property identified as proposed public property (excepting  
those areas labeled "NOT FOR DEDICATION") are hereby dedicated to the public use.

\*\*\*\*  
\_\_\_\_\_  
\*\*\*\*\*  
\_\_\_\_\_  
\*\*\*\*\*  
\_\_\_\_\_

My Commission Expires \_\_\_\_\_, 20 \_\_\_\_\_

\* Individual's Title  
\*\* Name of Corporation  
\*\*\* Identify Ownership or Equitable Ownership  
\*\*\*\* Signature of Individual  
\*\*\*\*\* Corporate Seal  
\*\*\*\*\* Signature and Seal of Notary Public or Other Officer Authorized to Acknowledge Deeds.



**APPENDIX NO. 10**

**APPLICATION FOR CONSIDERATION OF A MODIFICATION**

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**TOWNSHIP FILE NO.** \_\_\_\_\_  
**DATE OF RECEIPT/FILING** \_\_\_\_\_

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The undersigned hereby applies for approval of modification, submitted herewith and described below:

1. Name of Project: \_\_\_\_\_
2. Project Location: \_\_\_\_\_  
\_\_\_\_\_
3. Name of Property Owner(s): \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone No.: \_\_\_\_\_
4. Name of Applicant (if other than owner): \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone No.: \_\_\_\_\_
5. Specify section(s) of the Strasburg Township Subdivision and Land Development Ordinance for which modification is requested:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
6. The proposed alternative to the requirement: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

7. Justification for the modification (See Ordinance Section 703):

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8. Identification of plans, reports or supplementary data that is part of the application:

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The undersigned hereby represents that, to the best of his knowledge and belief, all information listed above is true, correct and complete.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

## APPENDIX 11

### NOTICE OF APPROVAL OF NEW STREET NAMES

Date: \_\_\_\_\_

Strasburg Township  
400 Bunker Hill Road  
Strasburg, PA 17579

Date: \_\_\_\_\_

Plan Name: \_\_\_\_\_(To Be Completed By Applicant)

Lancaster County Wide Communications has reviewed and approved the following new street names: (Applicant to provide on this form a list of all proposed new street names prior to submitting this form for approval. This form must bear the authorized signature from Lancaster County Wide Communications).

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Authorized Signature, Lancaster County Wide Communications

## APPENDIX 12

### NON-MOTORIZED VEHICLE LANES

Non-motorized vehicle lanes shall be constructed to one of the following specifications:

1. Bicycle Paths - A two-way off-street bike path should have a minimum paved width of eight (8) ft. and a maximum width of twelve (12) ft.
  - a. Choice of surface materials, including bituminous mixes, concrete, gravel, soil cement, stabilized earth, and wood planking, shall depend on the intensity of the development and shall be determined by the developer and approved by [name of municipality].
  - b. Gradients of bicycle paths should generally not exceed a grade of five percent (5%), except for short distances where the grade shall not exceed fifteen percent (15%).
  - c. The radius of curvature shall be based on the grade of the path entering the curve. The following table shall be used to determine the radius:

| Table 1       |                |
|---------------|----------------|
| Percent Grade | Minimum Radius |
| 0 - 5%        | 70 ft.         |
| 5% - 15%      | 125 ft.        |

- d. Design consideration shall consider the intersection of a bicycle path and a street to provide maximum safety.
2. Bicycle Lanes - Bicycle lanes shall be designed to one of the following standards:
  - a. A one-way bicycle lane on a curbed street shall have a minimum width of four (4) ft. measured from the face of the curb. The paving material and construction shall be the same as the adjacent street.
  - b. A one-way bicycle lane next to a parking lane shall be located between the parking lane and the travel lane and have a minimum width of five (5) ft. The paving material and construction shall be the same as the adjacent parking lane.
  - c. A one-way bicycle lane on a street without a curb or gutter shall be a minimum of four (4) ft. The shoulder can and should be used when possible. The shoulder shall be kept clear of any obstructions and clean to remove any excess gravel or other debris. The paving material and construction shall be the same as the shoulder. If the lane is being constructed on an existing road that has no shoulder or if the shoulder is in poor condition the lane shall be constructed to the standards set forth in Section 510 F.7.

3. Carriage Lanes - Carriage lanes shall be constructed to the following standards:

- a. Carriage lanes shall be a minimum width of six (6) ft. and shall not exceed a width of eight (8) ft.
- b. Carriage lanes shall be constructed with a four (4) inches bituminous stabilized course or a three (3) inches base course and a one (1) inch binder course of materials specified in the latest edition of the PENNDOT Manual Form 408. An additional eight (8) inches gravel course is recommended if the subbase is in poor condition. The finished lane shall maintain a one-fourth (1/4) inch per foot slope draining toward the outside edge of the lane.
- c. All carriage lanes shall be subject to the approval of the Roadmaster and/or a certified engineer before occupancy is permitted.

## APPENDIX 13

### LAND DEVELOPMENT AGREEMENT

THIS AGREEMENT made as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the Township of Strasburg, a second class township operating under the laws of the Commonwealth of Pennsylvania with municipal offices at Strasburg Township, 400 Bunker Hill Road, Strasburg, Lancaster County, Pennsylvania ("Township"), and \_\_\_\_\_, a \_\_\_\_\_, with a place of business at \_\_\_\_\_, Pennsylvania ("Developer").

### WITNESSETH

WHEREAS, Developer is the legal or equitable owner of a certain tract of ground comprising \_\_\_\_\_ acres, more or less, located at \_\_\_\_\_ in Strasburg Township, Lancaster County, Pennsylvania, which entire parcel is more fully described in the legal description attached hereto, made a part hereof, and marked Exhibit "A" (the "Tract"); and

WHEREAS, Developer desires to develop the Tract or a portion thereof (the "Development") in accordance with certain final subdivision and/or land development plans for the project known as \_\_\_\_\_ prepared by \_\_\_\_\_, being Project No. \_\_\_\_\_, consisting of \_\_\_\_\_ sheets, dated \_\_\_\_\_, 20\_\_\_\_, with the last revision dated \_\_\_\_\_, 20\_\_\_\_, said plans hereinafter referred to as the "Plans" (a complete schedule of the plans to be recorded and all supporting plans is attached hereto as Exhibit "B" and expressly made a part hereof); and

WHEREAS, Developer desires to develop all or a portion of the Tract and install the public improvements and/or common amenities shown on said Plans in accordance with the Strasburg Township Subdivision and Land Development Ordinance (the "Subdivision Ordinance") and the Pennsylvania Municipalities Planning Code ("MPC"); and

WHEREAS, if public sewer service and/or public water service is proposed for the Development, Developer has entered into a separate agreement or agreements with [SERVICE PROVIDER] to guarantee sewer service to the Development and into a separate agreement or agreements with [SERVICE PROVIDER] to guarantee water service to the Development and has delivered true, correct, and fully executed copies of same to the Township (collectively referred to as the "Utility Agreements"); and

WHEREAS, the Township is prepared to approve the aforesaid Plans provided the duties and obligations of Developer with regard to the Development and the public improvements and/or common amenities shown on the Plans and such other off-site public improvements as are reasonably related to the burdens to be placed upon the Township by Development are clarified and the completion of those public improvements and/or common amenities is secured in the manner prescribed by the MPC.

NOW, THEREFORE, the parties hereto, in consideration of the mutual covenants and agreements contained herein, and intending to be legally bound hereby, agree as follows:

1. Improvements. All public and common improvements to be constructed and/ or installed and/or paid for in whole or in part by Developer (as well as the estimated costs of completing each) are listed on Exhibit "C" for improvements required to be constructed by the Subdivision Ordinance, Storm Water Management Ordinance, Driveway Ordinance or other applicable Ordinance or the rules and regulations of [SERVICE PROVIDER], and on Exhibit "D" for capital contributions to be made by the Developer or other improvements to be constructed by Developer to address the impact of the Development upon the Township which are not expressly required by applicable Ordinances or by [SERVICE PROVIDER] both of which Exhibits are attached hereto and are expressly made a part hereof (the said public and common improvements shall hereinafter be referred to collectively as the "Improvements"). Improvements which will be dedicated to [SERVICE PROVIDER] shall hereafter be referred to as "Sewer/Water Improvements", and all other public and common improvements, including but not limited to improvements which will be dedicated to the Township and storm water management facilities, shall be referred to hereafter as "Township Improvements". The following provisions shall be applicable to the Township Improvements and Sewer/Water Improvements:

A. Sidewalks, Curbing and Cartways. Developer shall construct all roadways, curbing and cartways as shown on the Plans. No roadway shall be constructed between November 15 and March 15 of any year without prior written approval of the Township Engineer.

B. Sanitary Sewers. Developer shall construct sanitary sewers to service the Tract and shall also provide laterals or approved service lines to serve each building erected thereon consistent with the Plans and the applicable Utility Agreement.

C. Water Lines. Developer shall construct and install all water lines shown on the Plans so that each building to be constructed on the Tract shall be served with public water facilities in accordance with the applicable Utility Agreement. Furthermore, Developer shall submit to the Township satisfactory proof that public water will be adequately supplied to each and every aspect of the Development which requires water.

D. Storm Water Management. Developer shall construct storm water management facilities as shown on the Plans in order to adequately drain the Tract of surface waters. In the event that at any time during the construction period the Township Engineer determines that the storm water management facilities as designed are inadequate, Developer shall submit for approval a revised storm water management plan and shall make all of the changes necessary to the storm water management facilities to adequately drain the tract of surface water. Provided, however, if in such an instance Developer does not agree with the Township Engineer that the design is inadequate or that changes are necessary, Developer, within ten (10) business days of written notice of inadequacy from the Township, may notify the Township that the determination of inadequacy is disputed. If within twenty (20) business days of the date of written notice of inadequacy from the Township, the Township and Developer cannot agree on the changes, if any, necessary to the storm water management plans, Developer and the Township shall jointly, by mutual agreement, appoint an independent professional engineer licensed as such in the Commonwealth to review the determination of adequacy of the storm water management plan and to determine the changes, if any, that are necessary. The determination by said professional engineer and the appointment of an engineer if the parties cannot agree on one shall be made in a manner consistent with that set forth with respect to fee reimbursement disputes in MPC

Sections 510(g)(3) and (4) or any amendment to those statutory provisions. The fee of the appointed professional engineer shall be paid by the Township if the independent engineer determines that Developer's existing or proposed revised storm water management plans are adequate. If the plans or revised plans are not adequate in the opinion of the independent professional engineer, Developer shall pay the fee of the appointed professional engineer and shall make all of the changes necessary to the storm water management facilities. Developer shall obtain at its sole expense any necessary storm drainage easements. Developer and the Township shall enter into a separate Storm Water Management Agreement and Declaration of Easement concerning the installation and maintenance of the storm water management facilities in a form and content acceptable to the Township.

E. Curbs. Developer shall construct all curbs and curb depressions as shown on the Plans providing sufficient curb depressions for each building as shown thereon.

F. Park, Open Space and Recreational Area. Developer shall provide park, open space or recreational land area, a fee in lieu thereof or a combination of land and fees. The land or lands to be dedicated and/or the fee to be paid to the Township shall be as indicated on Exhibit "C". The fee shall be paid prior to final approval of the Plans.

In consideration of certain modifications or accommodations granted by the Township in connection with the Development, Developer waives its right to request the Township to refund any of the recreation fees paid to the Township under this Agreement if the Township has failed to use the funds for the acquisition of or improvement to park and recreational land within three (3) years from the date of payment thereof. Developer specifically waives any right to a refund of any sum paid hereunder granted by Section 503(11) of the MPC or Section 611 of the Subdivision Ordinance. The Township shall not be required to deposit any of the recreation fees paid under this Agreement into an account which clearly identifies specific recreational facilities for which the sums are intended.

The Township may use the recreation fees for any purpose related to park, open space, and recreational land including, but not limited to, the purchase and improvement of land, the purchase of equipment, fees of consultants and engineers, and feasibility and other studies.

G. Plantings. Developer shall plant all trees, shrubs, lawns, and other landscaping materials as shown on landscaping plans filed with the Township and, in addition thereto, shall comply with all screening and buffering requirements of Strasburg Township Ordinances. Developer shall remove all unauthorized plantings within the rights-of-way of the Township or [SERVICE PROVIDER] and refrain from the planting of any shrubbery or landscaping materials in any of the rights-of-way or intersection lines of sight as shown on the Plans.

H. Signs. Developer shall erect such street sign or signs, traffic control sign or signs, and no parking sign or signs within the Tract as shall be determined exclusively by the Township. Such signs shall be of the type, size, and construction designated by the Township and shall be paid for by the Developer. Developer shall erect all no parking signs required by the Township prior to the issuance of the certificate of use and occupancy for the first dwelling unit constructed on the Tract. Developer shall also pay for the cost of any traffic studies if required to be performed under the Vehicle Code and any legal and



advertising costs the Township incurs to enact the necessary traffic ordinances in connection with the erection of such signs.

I. Other Improvements. The list of Township Improvements and Sewer/ Water Improvements contained in Paragraphs 1.A. through 1.H. is not intended to encompass all of the Improvements required or shown on the Plans aforesaid. Developer shall install, construct or supply all other Improvements set forth on the Plans, listed on Exhibit "C" or required by Township, [SERVICE PROVIDER], County, State or Federal laws, ordinances, rules or regulations.

J. Capital Improvements. Developer and Township expressly recognize that development of the Tract will have effects which cannot be addressed through the Improvements constructed and/or installed by Developer on the Tract. Developer and Township also expressly realize that the effects of the development of the Tract will interact with existing conditions and other proposed and potential development within the Township. Developer and Township agree that development of the Tract will contribute to the need for the Improvements set forth on Exhibit "D" but that development of the Tract is not the sole cause of such need. In order to address the need for the Improvements set forth in Exhibit "D", Developer shall contribute the sums set forth in Exhibit "D" and/or install such Improvements as are indicated on Exhibit "D" and the Plans.

Developer acknowledges that the capital contributions and/or off-site improvements set forth in Exhibit "D" herein have not been required by the Township as a condition of the approval of the Plans and are voluntarily made by Developer to address the effects of the proposed development. Developer acknowledges that the capital contributions set forth herein are not impact fees and are not governed by Article V-A of the MPC.

K. Payment of Fee in Lieu of Completion of Required Improvements. Developer acknowledges that certain Township Improvements are required to be constructed by applicable Township Ordinances, the installation of which Developer has requested the Township to modify and/or to waive for reasons set forth in a request for a modification and/or waiver. In other cases, certain Township Ordinances permit the Developer to make a contribution to the Township in lieu of making the improvements. In order to enable the Township to install such improvements at an appropriate future date, Developer has made a contribution to the Township as set forth in Exhibit "E".

## 2. Conditions Precedent to Construction.

A. Before commencing construction of the Improvements, Developer shall submit to the Township Engineer the specifications for materials to be used in such construction. Developer shall not proceed with any construction without the written approval of the Township Engineer.

B. Unless the Township specifically agrees otherwise in writing and Developer complies with all conditions imposed by the Township with regard to the commencement of construction, the Township shall not issue any zoning or building permits, and Developer shall not commence construction of the Improvements until:

- (1) Developer records the Plan according to law;
- (2) Developer presents evidence satisfactory to the Township Solicitor that Developer has legal title to the Tract;

(3) This Agreement is duly signed, acknowledged, and delivered;

(4) Developer pays all fees required by Township ordinances and regulations, including payment of legal and engineering fees and expenses incidental to review of the Development;

(5) Developer pays all amounts due the Township under Paragraphs 1(F) and/or 1(K);

(6) Developer provides Financial Security to the Township and to the Pennsylvania Department of Transportation ("PennDOT") and [SERVICE PROVIDER], as applicable; and

(7) Developer enters into the Utility Agreements.

3. Construction, Installation or Supply of Improvements in Accordance with the Specifications. Developer shall construct, install or supply all Township Improvements and Sewer/Water Improvements in accordance with the requirements and specifications of the Township, [SERVICE PROVIDER], PennDOT, and the Pennsylvania Department of Environmental Protection ("DEP"), and all other laws, ordinances, rules and regulations of all duly constituted public authorities which shall have jurisdiction over the installation, construction, supply or maintenance of any Improvements. Developer shall install all utility lines in the Tract underground. Developer shall locate all underground structures and utilities which may be encountered during the construction of the Development, including but not limited to water, steam, oil and gas mains and lines, storm and sanitary sewers, telephone lines, cable television lines, electric conduits, and other underground installations, and shall make adequate provisions to protect the same from damage or disruption. In order to determine the location of the underground structures and utilities aforesaid, Developer shall arrange with the owners of such underground structures or utilities to assign a representative to mark the locations thereof. Developer shall pay the cost of determining the location and all other costs attendant with the identification and protection of all underground utilities in accordance with the provisions of the Act of December 10, 1974, P.L. 852, No. 287, as amended, 73 P.S. §176 et seq. Developer shall not enter upon, or occupy with workers, tools or materials, any private lands outside the Tract without the written permission of the owners of such private adjacent tracts having been obtained in advance.

4. Prior Notice to the Township of Intent to Begin Ground Clearing. No grading, excavating, removing or destruction of top soil, trees or other vegetative cover of any kind nor changes in the contours of the Tract shall be made unless and until the Township Engineer has been given seventy-two (72) hours' written notice of Developer's intention to do so. Upon receipt of such written notice, the Township Engineer shall certify that all appropriate soil erosion and sedimentation control measures applicable to the specific work being initiated by Developer have been put into place. In addition, Developer shall have installed snow fencing or other barriers acceptable to the Township Engineer to specify the limits of ground clearing so that trees and other vegetation not proposed to be affected by the construction of roads, buildings or other Improvements are not affected during the ground clearing process. The Township Engineer shall not grant permission to grade and/or clear ground for any portions of the Tract on which soil and erosion control measures have not been fully installed. If it is the intention of Developer to clear lots on an individual basis, the notice required by this Paragraph shall be given to the Township Engineer for each lot on which grading or tree clearing of any

kind is necessary.

5. Soil Erosion, Sedimentation Control, and Control of Water Pollution. No changes shall be made in the contours of the Tract, and no grading, excavating, removing or destruction of topsoil, trees or other vegetative cover on the Tract shall be made until such time as a plan for minimizing soil erosion and sedimentation has been reviewed and approved by the Township. Developer shall submit such a plan for minimizing soil erosion and sedimentation control to DEP or an agency approved by DEP. Developer shall deliver evidence of the approval of such plan to the Township prior to the date of this Agreement, and Developer shall comply with the plan during the course of construction. Developer shall use all care possible to prevent siltation and other pollution of the waters of the Commonwealth of Pennsylvania even if measures exceeding those set forth on approved plans prove necessary.

6. Inspections. The Township shall have the right, at any time, to inspect any of the work to be performed on the Tract, and all such inspections may be made by the Township through its employees or by consultants retained by the Township to determine that the construction has been and is being carried out in compliance with the approved Plans, the specifications of the Township and other duly constituted authorities, and this Agreement. Developer shall reimburse the Township for all costs incurred in such inspections, and if Developer fails to do so, the Township shall have the right to draw upon the Financial Security to reimburse itself for such costs.

7. Compliance by Contractors. Developer shall procure and be responsible for compliance by all of its contractors, subcontractors, and suppliers with all applicable Federal, State, County, [SERVICE PROVIDER], PennDOT, DEP, and Township statutes, ordinances, rules, and regulations in connection with any of the work on the Tract. Compliance shall include, but not be limited to, the procuring of all necessary permits and licenses in connection with the work to be done and the payment of all of the contributions, fees, premiums, and taxes required by such laws, ordinances, rules, and regulations.

8. Damage to Existing Streets, Drainage Structures or Other Facilities. In the event any existing Township streets, drainage structures or other facilities are disturbed, subjected to excessive wear and tear, damaged or destroyed during the course of the development of the Tract, including but not limited to damages resulting from openings into streets to install underground facilities or resulting from travel or use by vehicles or construction equipment, Developer agrees, at its cost, to repair or, if necessary, replace such facilities.

9. Developer shall be responsible for all damage to the sanitary sewer system or public water system of [SERVICE PROVIDER] which results from Developer's construction or development of the Tract and shall immediately repair all such damage.

10. Protection of Reasonable Access During Construction. At all times during the construction of the Development, Developer and its contractors and subcontractors as aforesaid, shall conduct their work in such manner as to insure that there is a minimum obstruction to traffic and that the convenience of the general public, the residences and/or the commercial or industrial establishments adjacent to the Tract are provided for in an adequate manner. No materials shall be stored upon any streets (whether or not such streets have yet been dedicated to or accepted by the Township) unless such storage is absolutely necessary. Any materials which must be stored upon such streets shall be placed so as to cause as little obstruction to traffic as possible. Fire hydrants on or adjacent to the Tract shall be kept accessible to fire apparatus at all times, and no materials or obstructions shall be placed within

fifteen (15) feet of any such hydrant. All storm drainage and storm sewer inlets shall be kept unobstructed at all times. Developer shall maintain such barricades and warning lights or flares as are necessary during the course of construction to protect traffic and the public in general. Any work in a street which is unfinished for any reason whatsoever shall be left in such a condition as to make the Tract accessible at all points to fire and other emergency apparatus.

11. Waste Materials and Maintenance of Sanitary Facilities During Construction. Developer shall collect and properly discard all waste material, such as paper, cartons and the like, and shall prevent the same from being deposited, and then either thrown or blown upon the lands adjacent to the Tract or upon the Tract itself. In addition, Developer shall require that all contractors, subcontractors, and material suppliers shall comply with the provisions of this Paragraph. All rubbish and unused materials and tools shall be removed promptly from the Tract and, as work progresses, the Tract shall be carefully cleaned and kept clean of any rubbish or refuse. Developer shall maintain the Tract in a clean condition by removing all debris from the Tract or otherwise disposing of such debris in an appropriate fashion and with the prior approval of the Township. If Developer or any of its contractors, subcontractors or material suppliers shall fail to comply with any of these conditions, the Township shall have the right to enter upon the Tract and perform such cleaning and disposal with its own employees or with its contractors, and the Township may draw upon Developer's Financial Security to reimburse itself for such expense.

12. Developer shall provide and maintain properly secluded sanitary conveniences in accordance with regulations of the Departments of Labor and Industry, Health and DEP for the use of the workers.

13. Snow Removal. During the period of construction and occupancy and unless and until the roads within the Development are deeded to and accepted by the Township, Developer shall keep the roads cleared of snow. In default thereof, the Township will at its option contract for the removal of snow as the Township deems necessary to make the roads passable, and Developer shall reimburse the Township for the expense thereof. If Developer fails to provide snow removal service and fails to reimburse the Township for providing or contracting for such service, the Township may draw upon Developer's Financial Security to reimburse itself for all costs incurred. The removal of snow by the Township prior to acceptance of the roads shall not be considered an acceptance thereof.

14. Wetlands. Approval by the Township of the Plans shall not be construed as compliance with the provisions of federal or state laws or regulations regarding building, dredging or filling in areas which are or may be deemed to be wetlands within the jurisdiction of the U. S. Army Corps of Engineers, the United States Environmental Protection Agency or DEP.

15. Construction Activities and Open Space. Except as may be specifically set forth on the Plans, Developer agrees that there shall be no construction, traffic or work on any open space area. Developer agrees that no dirt will be stockpiled on the open space, nor will the open space be altered from its original condition. No stumps, roots or debris will be buried in the open space. Developer agrees to do any necessary cleanup of the open space whether or not such land is proposed to be dedicated to the Township.

16. Swales and Detention/retention Basins. All swale and detention/ retention basin construction required by the Plans to be done by Developer on the Tract or on the property of any third party shall be done prior to the construction or erection of any buildings or other improvements which will create water runoff intended to be controlled by any such swale or detention/retention basin. The construction of such swales or basins shall be done

simultaneously with and in conjunction with the construction of other public or common improvements for the Development so that there can be a stabilization process before the erection and construction of any buildings.

17. Boundary Markers. The boundaries of the Tract shall be marked with permanent surveyor monuments. The monuments shall be placed at each corner of the Development and in such additional locations as the shape of the Tract requires for clear designation of all boundary lines. In addition, the corners of all lots within the subdivision shall be "pinned" in a manner deemed sufficiently permanent by the Township Engineer. All such monuments and pins shall be placed by a registered surveyor and shall be visible when final grading has been completed and before any occupancy permit is issued. Developer shall provide the Township with a plan showing the accurate placement of said monuments and pins which shall be certified by Developer's registered surveyor.

18. Street Numbers. Developer agrees that neither it nor its successors or assigns shall permit occupancy of any buildings erected on the Tract without placement of the address numbers of such buildings on the premises so erected.

19. Cable Television Service. Prior to final road surface application, Developer, its agents, servants, workers or employees, contractors, subcontractors, independent contractors, successors or assigns, shall arrange for the installation of cable television lines to service the Tract if the Tract is within the service area of a cable television company granted a franchise by the Township. In the event that such installation must be postponed for any reason until after the lots, parcels or portions of the Tract are sold or if the Tract is not within a service area, Developer on behalf of itself, its successors or assigns, agrees that it, they, or any of them, will set aside or otherwise reserve an easement along and across the Tract for the installation of said service in the future.

20. Occupancy Permits. No structure shall be occupied until it and all of its appurtenances have been completed, all roads necessary for ingress and egress to the said structure have been completed to an extent which will permit unquestionable ease of access for emergency vehicles, and all of the other requirements of this Agreement and the Plans and other ordinances, laws, rules or regulations regarding such structure have been complied with, and the same have been inspected and approved by the Township, and the Township has issued an occupancy permit or permits therefor. Furthermore, no structure shall be occupied until provisions satisfactory to the Township Engineer have been made (including but not limited to seeding and sodding) to prevent runoff of rain water, melting snow, etc., from being discharged onto adjacent lands or onto the street or pavement and to prevent such runoff from coming onto said lot, street or pavement from other adjacent lands. The provisions of this Paragraph shall not prevent occupancy where the asphalt base course of any roadway or easement is constructed to the extent required by the Township and Developer desires to delay the top surfacing of said roadway until the end of the term in which the improvements are required to be completed.

21. Failure to Proceed. If Developer fails to prosecute the work of the development with promptness and diligence, or fails in the performance of any of the provisions contained in this Agreement, the Township shall give to Developer written notice of such default. In the event Developer does not commence to correct such default within two (2) business days of such notice, and thereafter to diligently continue to correct such default, the Township shall have the right to secure materials of the quality and quantity required by this Agreement and the Plans and the necessary numbers of workers, mechanics, and the required equipment in the open market at the then current market prices, from any party or parties, to cure such default. Provided, however, if the Township shall determine that curing such default shall require the Township to undertake completion of the Improvements, the procedures and time limits of Paragraph 23(A) shall apply.

22. If the Township secures workers, mechanics, and equipment in the open market to carry forward such work, the Township shall have the right to take possession of all materials, tools, appliances, and equipment on the Tract intended for use in the performance of this Agreement for the purpose of including them in the Improvements, and Developer hereby assigns to the Township all of its right, title and interest in and to such materials, tools, appliances, and equipment for use in the completion of the Improvements.

23. All workmanship and materials incorporated in the Improvements shall be subject to inspection, examination, and testing at any time and at all times during the installation or construction and at any and all places where such installation or construction is carried on. The Township shall have the right to reject defective materials and workmanship; and such workmanship shall be satisfactorily corrected, and rejected materials, equipment, and other articles shall be replaced. If Developer fails to proceed at once with the replacement of rejected materials, equipment or articles or the correction of any defective workmanship, the Township may proceed with the work as provided in this Paragraph.

24. Insurance/Indemnification. Developer agrees to defend, indemnify and hold harmless the Township and its officers, agents, and employees from and against all claims, damages, liability, losses, and expenses, including attorneys' fees and costs of investigation, arising out of or resulting from (a) the performance of the work on the Tract, (b) the approval of the Township Improvements and Sewer/Water Improvements or Plans, (c) the granting of any permit or approval, (d) the rough grading and final grading of the land within the Tract, and (e) as a result of any water or storm drainage runoff from the Tract. Developer assumes all risks and shall bear all loss resulting from any injury to property or persons occasioned by neglect or accident during the progress of development of the Tract. Developer shall obtain and maintain, at all times during the course of construction, comprehensive general liability insurance with minimum limits of liability with respect to bodily injury of at least \$500,000.00 for each person, \$1,000,000.00 for each occurrence, and \$250,000.00 with respect to property damage for each occurrence. The said insurance shall contain a provision prohibiting its cancellation by the carrier without thirty (30) days' prior written notice of such cancellation to the Township. Prior to the commencement of any construction, Developer shall deliver to the Township a certificate issued by an insurance company, reasonably satisfactory to the Township, indicating that Developer has obtained comprehensive general liability insurance in accordance with the provisions of this Agreement, that the Township has been named as an additional insured, and that premiums for the said insurance have been paid in advance for the entire period covered by said insurance. At least thirty (30) days prior to the expiration date(s) of the said insurance, Developer shall deliver to the Township a certificate of insurance indicating that the said policy or policies have been renewed and that the premiums for the renewal period have been paid in advance. During the construction period, Developer shall have the right to substitute other insurance policies

containing the same provisions as the original policies, provided however, that all such policies shall be in a form and issued by insurance companies reasonably acceptable to the Township, and the Township shall at all times be indicated as an additional insured.

25. In the event that a third party, his agents, servants, employees, heirs, assigns or grantees should institute any legal action whatsoever against the Township, its officers, agents, servants or employees for the hereinbefore stated reasons, Developer hereby agrees to further pay any and all attorneys' fees, engineering fees, court costs or any other expenses whatsoever incurred by the Township, its officers, agents, servants or employees in regard thereto. Developer agrees that if suit is brought by the Township against Developer to enforce this Agreement, Township shall be entitled to collect from Developer, provided that Township shall prevail in its suit, all reasonable costs and expenses of suit, including reasonable attorneys' fees.

26. Financial Security.

A. Financial Security.

(1) The term "Financial Security" shall have the same meaning as provided by Section 509 of the MPC.

(2) Developer shall provide the Township with Financial Security to secure the completion of the Township Improvements and capital contributions set forth in Exhibits "C", "D", and "E", the cost and/or amounts of which Township Improvements are set forth in Exhibit "F" attached hereto and incorporated herein, in the following form (check applicable Financial Security):

\_\_\_\_\_ irrevocable letter of credit  
\_\_\_\_\_ cash escrow agreement

in accordance with the requirements of MPC Section 509. The terms and conditions of the Financial Security are subject to the approval of the Township Solicitor.

B. Amount of Financial Security. Developer agrees that the estimated cost of the Township Improvements is \_\_\_\_\_ Dollars (\$\_\_\_\_\_) as set forth on Exhibit "F" attached hereto. Developer shall present to the Township Financial Security in the sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) in a form acceptable to the Township Solicitor, which sum is one hundred ten (110%) percent of the estimated cost of the Township Improvements, calculated in the manner provided in MPC Section 509. The amount of the financial security has been computed to reflect the costs which will be incurred by the Township, including but not limited to the costs of public bidding and Pennsylvania Prevailing Wage Act requirements, if the Township is required to complete the Township Improvements upon a default by Developer. Developer agrees that the Financial Security is to be held and released in accordance with the provisions of this Agreement.

C. Periodic Withdrawals from the Financial Security Upon Completion of the Township Improvements. As Developer completes the various segments or categories of the Township Improvements, it may certify to the Township that such Township Improvements have been completed in accordance with the terms of this Agreement and the Plans. The

Township Engineer shall inspect the segments or categories of Township Improvements which Developer alleges have been completed. If the Township Engineer shall determine that the said Township Improvements have been completed in accordance with this Agreement and the Plans, the Township Engineer shall certify to the Township that portion of the Financial Security which is appropriate for release. No amount requested to be released by Developer shall exceed ninety (90%) percent of the value of the Township Improvements alleged to have been completed nor shall such release result in the reduction of the total remaining fund to an amount less than one hundred ten (110%) percent of the estimated cost of the work remaining to be completed. Upon receipt of the written certification of the Township Engineer, the Township shall release that portion of the Financial Security. If, at any time during the work, the Township Engineer believes that the funds necessary to complete the Township Improvements are in excess of the amount then held as Financial Security, the Township Engineer shall so notify the Township and Developer, and Developer shall provide such additional Financial Security as the Engineer determines to be needed to complete the Township Improvements. In lieu of the provision of additional Financial Security, the Township Engineer may require that any funds then due to be released to pay for completed Township Improvements shall continue to be held as Financial Security so that at all relevant times the Financial Security equals one hundred ten (110%) percent of the estimated cost of the work necessary to complete the Township Improvements.

27. Escrow for Reimbursement of Township Expenses. Developer shall deposit with the Township the sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) (the "Escrow Fund"). The Escrow Fund shall be used to reimburse the Township for all engineering and inspection fees and for all attorneys' fees incurred in connection with the preparation of this Agreement, the preparation and recording of deeds of dedication, the review of Financial Security, and any other legal expenses which the Township may incur in the furtherance of the development of the Tract. Developer hereby irrevocably authorizes the Township to withdraw from time to time any monies deposited in the Escrow Fund by Developer in order to pay expenses and fees incurred by the Township. At such point as the Escrow Fund has been reduced to the sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) or less as a result of withdrawals as herein provided, then, and in that event, and at that time, the Township shall bill Developer an amount sufficient to restore the Escrow Fund to the sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_). In the event the Escrow Fund is insufficient at any time to pay such costs, the Township shall bill Developer for the actual or anticipated additional costs. In the event the Escrow Fund is in excess of the Township's costs, the Township shall refund such excess monies, without interest, to Developer upon completion of the development of the Tract.

28. Default by Developer.

A. Installation of Township Improvements. If the Township determines that Developer has failed to construct or install the Township Improvements in accordance with the Plans and its obligations under this Agreement and the Township shall desire to undertake the completion of the Township Improvements, the Township shall notify Developer of its intention to undertake the completion of the Township Improvements in accordance with the Plans. Developer shall have twenty (20) days from the date of receipt of said notice in which to notify the Township in writing whether it will undertake the completion of the Township Improvements in accordance with the Plans. If Developer does not notify the Township of its intent to undertake completion of the Township Improvements within twenty



(20) days, it will be conclusively presumed Developer has agreed to make the remainder of the Financial Security available to the Township to pay for the costs of the completion of the Township Improvements in accordance with the Plans. If the proceeds of the Financial Security are insufficient to pay the cost of installing or making repairs or corrections to all of the Township Improvements covered by this Agreement, the Township may, at its option, install part of such Township Improvements in all or part of the Development and may institute appropriate legal or equitable action to recover the monies necessary to complete the remainder of the Township Improvements. In all cases, Developer shall be responsible for one hundred (100%) percent of the costs of the installation of the Township Improvements plus all related expenses, including such reasonable attorneys' fees as may be incurred by the Township in enforcing the provisions of this Agreement against Developer.

**B. Confession of Judgment.**

(1) Developer agrees that in the event of any default under the terms of this Agreement, Township may cause judgment to be entered against Developer, and for that purpose Developer authorizes and empowers the Township or any prothonotary, clerk of court or attorney of any court of record to appear for and confess judgment against Developer and agrees that Township may commence an action pursuant to the Pennsylvania Rules of Civil Procedure for the recovery from Developer of all damages provided for herein, as well as for interest and costs and attorneys' fees, for which authorization to confess judgment this Agreement, or a true and correct copy thereof, shall be sufficient warrant. Such judgment may be confessed against Developer for the amount of damages provided herein, as well as for interest, costs, and an attorneys' commission in the amount of fifteen (15%) percent of the full amount of the Township's claim against Developer. Notwithstanding the foregoing attorneys' commission, which is included for the purpose of establishing a sum certain in the event of confession of judgment, the attorneys' fees recoverable by the Township shall not exceed the actual fees incurred by the Township. Neither the right to institute an action pursuant to said Pennsylvania Rules of Civil Procedure nor the authority to confess judgment granted herein shall be exhausted by one or more exercises thereof, but successive complaints may be filed and successive judgments may be entered for the aforesaid damages as they are incurred under the provisions of this Agreement.

(2) In any proceeding or action to enter judgment by confession for money pursuant to the above paragraph, if the Township shall first cause to be filed in such action an affidavit or averment of the facts constituting the default, the occurrence of the condition precedent or the event, the happening of which default, occurrence or event authorizes and empowers the Township to cause the entry of judgment by confession, such affidavit or averment shall be conclusive evidence of such facts, defaults, occurrences, conditions precedent or events, and if a true copy of this Agreement be filed in such procedure or action, it shall not be necessary to file the original as a warrant of attorney, any rule of court, custom or practice to the contrary notwithstanding.

(3) Developer hereby releases the Township and any and all attorneys who may appear for the Township from all errors in any procedure or action to enter judgment by confession by virtue of the warrant of attorney contained in this Agreement, and all liability therefor. Developer further authorizes the prothonotary or any clerk of any court of record to issue a writ of execution or other process and further agrees that real estate may be sold on a writ of execution or other process.

C. Withholding of Permits by Township. If the Township has given the Developer the notification of a default required by Subparagraph A above and if Developer has failed to provide the Township with written notice of its intent to undertake completion of the Township Improvements or has thereafter failed to diligently undertake the completion of such improvements, the Township shall in addition to the remedies in Subparagraphs A and B be authorized to withhold all permits and/or certificates of use and occupancy for lots or units of occupancy within the Tract. Developer also expressly agrees that the Township shall be authorized to withhold permits and certificates of use and occupancy for any failure by Developer to complete any improvement listed in the Exhibits, to install signs (including no parking signs) required by the Township or to make any capital contribution set forth in the Exhibits. The Township may also refuse to issue any permit or grant any approval for the reasons set forth in the MPC.

28. Date of Completion.

A. Developer shall complete all of the Township Improvements on or before \_\_\_\_\_, 20\_\_\_\_. In the event that the Township Improvements are not completed by such date, or in the event that Developer is otherwise in default of this Agreement, then any undrawn funds remaining under the Financial Security shall, upon draw by Township, be paid to Township. Upon such payment, such funds shall be used and applied by Township for the purposes of paying the cost of completing the Township Improvements and for such other costs as are described herein. In completing said Township Improvements, Township may, at its option, have such Township Improvements completed by Developer or by independent contractors or by Township employees or by any combination of the foregoing, as Township may elect.

B. The Township Improvements shall not be deemed to be completed until Township accepts by resolution the Certificate of Final Completion issued by the Township Engineer certifying that the Township Improvements have been satisfactorily completed in accordance with the terms of this Agreement. This Certificate of Final Completion shall be signed by Developer, the Township Engineer, and the Township Secretary.

C. In the event that Developer requires more than one (1) year to complete the required Township Improvements, the Township may adjust the amount of Financial Security by comparing the actual cost of the Township Improvements which may have been completed and the estimated cost for the completion of the remaining Township Improvements as of the expiration of the ninetieth (90th) day after the date scheduled for completion of the Township Improvements. Developer shall provide additional Financial Security, if necessary, in order that the posted Financial Security shall equal one hundred ten (110%) percent of the cost of completing the required Township Improvements as reestablished at that time.

29. Dedication of Certain Improvements.

A. Sanitary Sewer Facilities. When all sanitary sewer facilities are satisfactorily installed on the Tract, those portions which are deemed necessary for the operation of or addition to the [SERVICE PROVIDER] sewer system shall be dedicated by Developer to [SERVICE PROVIDER] consistent with the applicable Utility Agreement. Developer shall comply with the provisions of the Utility Agreement with [SERVICE PROVIDER].

B. Water Facilities. When all water facilities are satisfactorily installed on the Tract, those portions which are deemed necessary for the operation of or addition to [SERVICE PROVIDER] water system shall be dedicated by Developer to [SERVICE PROVIDER] consistent with the applicable Utility Agreement. Developer shall comply with the provisions of the Utility Agreement with [SERVICE PROVIDER].

C. Streets and Other Improvements. When all of the Township Improvements are completed to the satisfaction of the Township and certified as such by the Township Engineer, Developer shall commence the process to dedicate the roads, rights-of-way, and recreational areas, as applicable, as shown on the Plans to be dedicated to the Township or PennDOT, as appropriate. Developer shall provide legal descriptions of the areas which have been so dedicated to the Township for the preparation of the Deeds of Dedication. The Deeds of Dedication shall be prepared or approved by the Township Solicitor and executed by Developer or the appropriate landowner for the transfer of the same to the Township or PennDOT. Prior to the acceptance of the Deeds of Dedication, Developer shall furnish to the Township, at Developer's expense, a commitment for title insurance issued by a title insurance company reasonably acceptable to the Township, indicating that the areas to be conveyed are free and clear of all encumbrances, restrictions, easements or covenants of any nature. Such commitment and title insurance policy, to be issued to the Township at the time of the acceptance of the Deeds, shall be in an amount satisfactory to the Township and shall be paid for by Developer. Developer shall also provide plans and specifications of such streets or other facilities as may be required by the Township Solicitor. Developer shall also be entirely responsible for any transfer tax which may be assessed by virtue of the Deeds or other documents of title conveying the Township Improvements or any associated easements to the Township. Dedication of roads shall comply with all applicable provisions of the Second Class Township Code and the Ordinances of the Township or the regulations of PennDOT, as applicable. Developer shall reimburse the Township for all costs associated with the acceptance of such Township Improvements, and if Developer fails to do so, the Township may draw upon Developer's Financial Security to reimburse itself for all costs incurred. A schedule of all the Township Improvements proposed to be dedicated upon completion is attached hereto as Exhibit "G".

30. Maintenance Security. Developer acknowledges that, pursuant to MPC Section 509, the Township is entitled to require the posting of Financial Security to secure the structural integrity of the Township Improvements, as well as the functioning of said Township Improvements, which are to be dedicated to the Township in accordance with the design and specifications as depicted on the final Plans (the "Maintenance Security"). This posting of Maintenance Security shall be for a period of eighteen (18) months from the date of the acceptance of the dedicated public improvements. Developer agrees that, simultaneously with the offering of deeds of dedication, Developer will supply Maintenance Security in the form authorized by the statute aforesaid and acceptable to the Township Solicitor in an amount equal to fifteen (15%) percent of the actual costs of installation of said Township Improvements, said security being posted for a period of eighteen (18) months to guarantee the structural integrity of the Township Improvements as aforesaid. A

condition to the Maintenance Security to be posted herein shall be that Developer shall, for the period of eighteen (18) months as aforesaid, repair and maintain such Township Improvements and construct and make good and replace all materials, equipment, and work, and remedy all defects in materials, equipment, and workmanship, all shrinkage, settlement, and other defaults of any kind whatsoever arising therefrom at its own expense, and to the satisfaction of the Township, when notified in writing to do so.

31. Developer agrees that the Township shall have the right to make or cause to be made good or replace all inferior materials, equipment, and workmanship, and remedy all defects in materials, equipment, and workmanship, and all shrinkage, settlement or other faults of any kind whatsoever arising therefrom in case Developer shall fail or refuse to do so in accordance with the terms of this Agreement. In the event that the Township should exercise and give effect to such rights, Developer shall be liable hereunder to pay and indemnify the Township upon completion for the final cost thereof to the Township, including but not limited to engineering, legal, and any associated costs, together with any damages, either direct or consequential, which the Township may sustain as a result of the failure of Developer to carry out and execute all of the provisions of this Agreement.

32. In addition to any maintenance security required by the Township, Developer shall provide any maintenance guarantees required by PennDOT.

33. "As Built" Plans. Upon the completion of all of the Township Improvements and all of the structures to be constructed within Tract, Developer shall cause its registered professional engineers to certify the Plans and supply "as built" plans to the Township for all streets, storm water management facilities, and any other Improvements to be dedicated to the Township. If requested by [SERVICE PROVIDER], Developer shall cause its registered professional engineers to certify the Plans and supply "as built" plans to [SERVICE PROVIDER] for the Sewer/Water Improvements.

34. Right to Connect to Storm, Sanitary Sewer, and Water Systems. Developer, on behalf of itself, its successors and assigns, irrevocably grants to the Township, [SERVICE PROVIDER], and all others approved by the Township or [SERVICE PROVIDER] the right to connect storm sewer lines at any time to the storm drainage system to be constructed by Developer within the Tract aforesaid or adjacent thereto and to connect to the sanitary sewer lines and water mains constructed by Developer within the Tract aforesaid or adjacent thereto.

35. Compliance with All Approvals. Developer shall comply in all respects with all conditions of all approvals relating to the development of the Tract. Such compliance shall include, but shall not be limited to:

A. Compliance with all conditions the Board of Supervisors has imposed upon requested waivers from requirements of the Subdivision Ordinance.

B. Compliance with all conditions the Board of Supervisors has imposed upon approval of the Plans under the Subdivision Ordinance.

C. Compliance with all requirements of the Plans, including but not limited to all notes on the Plans.

D. Compliance with all conditions imposed by the Board of Supervisors upon the granting of any conditional use.

E. Compliance with any conditions imposed by the Zoning Hearing Board.

35. Fees and Costs. Developer shall pay to the Township the following:

A. All inspection and engineering fees incurred by the Township during the course of construction of the Development.

B. All recording fees and applicable transfer taxes (if any).

C. All attorneys' fees and costs incurred by the Township for the negotiation, preparation, recording or enforcement of this Agreement, the review of Financial Security, the acceptance of any public improvements, including streets, the review of the Plans or any other legal expenses which the Township may incur in the furtherance of the development of the Tract.

If Developer fails or refuses to pay such fees and costs after receipt of an invoice therefor, the Township may draw upon Developer's Financial Security to reimburse itself for such fees and costs.

36. Approval. Provided that Developer complies with all of its obligations at the time of the execution of this Agreement and the Plans are in conformity with all applicable laws and regulations, the Township shall approve the Plans.

37. Notices. All notices or other communications required to be given under the terms of this Agreement shall be in writing and shall be sent by certified mail return receipt requested, postage prepaid, addressed as follows:

A. If to the Developer, addressed to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

B. If to the Township, addressed to:

Strasburg Township  
400 Bunker Hill Road  
Strasburg, PA 17579

With a copy to:

Josele Cleary, Esquire  
Morgan, Hallgren, Crosswell & Kane, P.C.  
700 North Duke Street  
P. O. Box 4686  
Lancaster, PA 17604-4686

or to such other address or addresses and to the attention of such other person or persons as any of the parties may notify the other in accordance with the provisions of this Agreement.

38. Covenants Running with the Land. This Agreement may be recorded in the Recorder

of Deeds' Office in and for Lancaster County, Pennsylvania, if the Township so desires, at the expense of Developer. The provisions of this Agreement shall be binding on and inure to the benefit of the heirs, legal representatives, assigns, grantees, lessees, and successors of the parties hereto and shall constitute covenants running with the land.

39. IN WITNESS WHEREOF, the Township of Strasburg and  
\_\_\_\_\_ have caused this Agreement to be duly  
executed as of the day and year first above written.

TOWNSHIP OF STRASBURG  
Lancaster County, Pennsylvania

Attest: \_\_\_\_\_

\_\_\_\_\_  
Secretary

By:

(Vice) Chairman  
Board of Supervisors

[TOWNSHIP SEAL]

(Individual or Husband and Wife Developer)

\_\_\_\_\_ (SEAL)  
(Signature of Individual)

(SEAL)

\_\_\_\_\_  
(Signature of Spouse if Husband and  
Wife are Co-Developers)

Witness:

Trading and doing business as:

\_\_\_\_\_

\_\_\_\_\_

(Partnership Developer\*)

Witness:

\_\_\_\_\_  
(Name of Partnership)

\_\_\_\_\_

By : \_\_\_\_\_ (SEAL)  
Partner

\_\_\_\_\_

By: \_\_\_\_\_ (SEAL)  
Partner

\_\_\_\_\_

By: \_\_\_\_\_ (SEAL)  
Partner

\*All partners must sign. Additional signature lines should be attached if necessary.

(Corporation Developer)

\_\_\_\_\_  
(Name of Corporation)

Attest: \_\_\_\_\_

By:

(President or Vice President or \*\*Authorized Representative)

Title: \_\_\_\_\_  
(Assistant) Secretary

Title: \_\_\_\_\_

[CORPORATE SEAL]

\*\*Attach appropriate proof, dated as of the same date as the Agreement, evidencing authority to execute on behalf of the corporation.



COMMONWEALTH OF PENNSYLVANIA )  
 ) SS:  
COUNTY OF LANCASTER )

IN WITNESS WHEREOF, I set my hand and official seal.

My commission expires:

[CORPORATE ACKNOWLEDGMENT]

COMMONWEALTH OF PENNSYLVANIA       )  
  )   SS:  
COUNTY OF LANCASTER                    )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, a notary public, the undersigned officer, personally appeared \_\_\_\_\_, who acknowledged \_\_\_\_\_self to be the \_\_\_\_\_ of \_\_\_\_\_, a corporation, and that as such officer, being authorized to do so, acknowledged the foregoing instrument for the purpose therein contained by signing the name of the corporation by \_\_\_\_self as \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

My commission expires:

COMMONWEALTH OF PENNSYLVANIA )  
 ) SS:  
COUNTY OF LANCASTER )

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal.

My commission expires:

COMMONWEALTH OF PENNSYLVANIA )  
 ) SS:  
COUNTY OF LANCASTER )

Witness my hand and notarial seal.

My commission expires:

EACH EXHIBIT SHOULD BE PLACED ON A SEPARATE PAGE

**EXHIBIT "A"**

Legal Description of Tract

**EXHIBIT "B"**

Schedule of Plans

**EXHIBIT "C"**

Listing of Improvements, Recreational Land Dedications  
and/or Contributions or Fees in Lieu of Dedication  
Required by Applicable Statutes and Ordinances

**EXHIBIT "D"**

Listing of Capital Contributions and/or Off-site  
Improvements to Address Impacts of the Development

**EXHIBIT "E"**

Listing of Capital Contributions for On-site Improvements  
under the Township Subdivision and Land Development Ordinance  
for which Modifications Have Been Granted

**EXHIBIT "F"**

Listing of Improvements and Costs Certified to be Fair  
and Reasonable by Developer's Engineer and Capital Contributions  
for which Financial Security is to be Posted with the Township

**EXHIBIT "G"**

Improvements to be Dedicated to the  
Township upon Completion

**APPENDIX NO. 14**

**FORMS OF FINANCIAL SECURITY**

**LETTER OF CREDIT TO SECURE COMPLETION OF REQUIRED IMPROVEMENTS**

Letter of Credit No. \_\_\_\_\_(1)

Dated: \_\_\_\_\_(2)

Strasburg Township  
400 Bunker Hill Road  
Strasburg, PA 17579

Dear Members of the Board:

We hereby issue our irrevocable Letter of Credit in favor of the Township of Strasburg, Lancaster County, Pennsylvania (the "Township") for any sum or sums not exceeding \$ \_\_\_\_\_(3) for the account of \_\_\_\_\_(4) (hereinafter called "Developer"). This Letter of Credit pertains to the \_\_\_\_\_(5) which was prepared by \_\_\_\_\_(6).

Intending to be legally bound, we hereby agree:

1. That demands, in an aggregate amount not exceeding \$ \_\_\_\_\_(7) accompanied by a document in the form attached hereto and marked Exhibit X (executed by the Chairman or Vice Chairman of the Board of Supervisors), shall be duly honored if presented to us at our office at \_\_\_\_\_(8), Pennsylvania, in person or by a recognized overnight delivery service provider on or before \_\_\_\_\_(9) (such date hereinafter referred to as the "expiration date").

2. That the expiration date of this Letter of Credit shall be automatically extended for additional one (1) year periods beginning with the expiration date and upon each anniversary of such date unless at least sixty (60) days prior to such expiration date or each anniversary of such date we notify the Township in writing, by certified mail, addressed to the Township at 400 Bunker Hill Road, Strasburg, PA 17579, that we elect not to renew this Letter of Credit. Upon receipt of such notice, the Township may immediately draw upon this Letter of Credit for the full amount outstanding.

3. That for each yearly period that this Letter of Credit is automatically extended beyond \_\_\_\_\_(10), the amount of this Letter of Credit shall be increased by an additional \$ \_\_\_\_\_(11) or ten (10%) percent of the outstanding balance, whichever is less, but such increases shall not exceed a total of more than \$ \_\_\_\_\_(12) in the aggregate in any event.

This Letter of Credit shall not in any way be modified, amended, or amplified by reference to any plan(s), document(s), instrument(s), permit(s), contract(s), or agreement(s) referred to herein or in which this Letter of Credit is referred to or to which this Letter of Credit relates, and any such reference shall not be deemed to incorporate herein by reference any plan(s), document(s), instrument(s), permit(s), contract(s), or agreement(s).

Payment of this Letter of Credit shall be made without determination of conditions or facts pertaining to related contractual agreements between the Developer and the Township.

In the event of any disputes, we submit to the jurisdiction of the Court of Common Pleas in and for the County of Lancaster, Pennsylvania.

Except as otherwise provided herein, this Letter of Credit is subject to the Uniform Customs and Practice for Documentary Credits (2007 Revision), International Chamber of Commerce Publication No. 600 ("UCP"). As to matters not covered by the UCP and to the extent not inconsistent with the UCP, this Letter of Credit shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, including the Pennsylvania Uniform Commercial Code.

Upon presentation to us of the certificate attached hereto as Annex A appropriately completed and signed by the Chairman or Vice Chairman of the Board of Supervisors of the Township, the amount available under this Letter of Credit shall be irrevocably reduced as authorized in such certificate.

Intending to be legally bound hereby, this Letter of Credit has been executed by a duly authorized officer of the undersigned Bank.

Sincerely,

\_\_\_\_\_(13)

By:\_\_\_\_\_(14)

\_\_\_\_\_(15)

\_\_\_\_\_(16)

**EXHIBIT X**

TO: \_\_\_\_\_(17)

RE: Demand for payment under Letter of Credit No. \_\_\_\_\_

We hereby demand payment to the Township of Strasburg, Lancaster County, Pennsylvania (the "Township"), of the sum of \$\_\_\_\_\_, and certify that this demand is made because of the failure or refusal of \_\_\_\_\_(18) to complete and in order to enable us to complete, to our satisfaction, streets, curbs, sidewalks, storm water management facilities, erosion and sedimentation control facilities, landscaping, and/or other improvements, and/or to perform any other work including the repair of any damage to any improvements during the course of development, and/or to pay any engineering, legal, plan review and inspection fees, and/or submitted required as-constructed plans, and/or to make any payments or capital contributions to the Township in accordance with plan approvals or contractual agreements between the Township and \_\_\_\_\_(19) in connection with the development known as \_\_\_\_\_(20), and/or because of the receipt by the Township of notice that this Letter of Credit will not be renewed and \_\_\_\_\_(21) has not completed all improvements, repaired any damage, submitted required as-constructed plans, paid all engineering, legal, plan review and inspection fees, and made all capital contributions.

TOWNSHIP OF STRASBURG  
Lancaster County, Pennsylvania

By: \_\_\_\_\_  
(Vice) Chairman  
Board of Supervisors



### **INSTRUCTIONS TO COMPLETE LETTER OF CREDIT**

- (1) Number assigned to Letter of Credit by lending institution.
- (2) Date of Letter of Credit.
- (3) Amount of Letter of Credit (must be at least 110% of the cost of streets, storm water management facilities and/or other improvements and capital contributions estimated as of ninety (90) days following the date scheduled for completion by the Developer; this cost estimate must be certified by the Developer's Engineer to be fair and reasonable as required by the Pennsylvania Municipalities Planning Code).
- (4) Full name of developer.
- (5) Name of subdivision or land development.
- (6) Name of firm which prepared subdivision or land development plan.
- (7) Same as No. 3 above.
- (8) Address of lending institution (must be within Pennsylvania).
- (9) Expiration date of Letter of Credit (may not be less than one (1) year from the date of the Letter of Credit).
- (10) Same as No. 9 above.
- (11) This amount should not be less than ten (10%) percent of the amount of the Letter of Credit (e.g. if the Letter of Credit is for \$100,000.00, this amount should be \$10,000.00).
- (12) This amount should not be less than twenty (20%) percent of the Letter of Credit (e.g. if the Letter of Credit is for \$100,000.00, this amount should be \$20,000.00).
- (13) Name of the lending institution issuing Letter of Credit.
- (14) Signature of officer of lending institution executing the Letter of Credit.
- (15) Printed name of officer executing the Letter of Credit.
- (16) Printed title of officer executing the Letter of Credit.
- (17) Same as No. 13 above.
- (18) Same as No. 4 above.
- (19) Same as No. 4 above.
- (20) Same as No. 5 above.
- (21) Same as No. 4 above.

**ANNEX A**

**Authorization for Reduction**

Name of Bank  
Address of Bank

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

RE: Letter of Credit No. \_\_\_\_\_

To Whom it May Concern:

The undersigned hereby certifies on behalf of the Township of Strasburg, Lancaster County, Pennsylvania (the "Township"), that a portion of the work for \_\_\_\_\_(1) has been completed by \_\_\_\_\_(2) to the satisfaction of the Township.

In recognition of the satisfactory completion of this portion of the work, the Township hereby agrees to the reduction of Letter of Credit No. \_\_\_\_\_(3) by \$\_\_\_\_\_ (4). The balance available under the Letter of Credit after such reduction is \$\_\_\_\_\_ (5).

This authorization to reduce the amount of the Letter of Credit should not be construed as final acceptance of the work or a waiver of the Township's right to obtain and enforce a maintenance guarantee upon the completion of the work.

TOWNSHIP OF STRASBURG  
Lancaster County, Pennsylvania

By: \_\_\_\_\_  
(Vice) Chairman  
Board of Supervisors

### **INSTRUCTIONS TO COMPLETE ANNEX A**

- (1) Name of subdivision or land development.
- (2) Full name of developer.
- (3) Number assigned to Letter of Credit by lending institution.
- (4) Amount of reduction of Letter of Credit.
- (5) New outstanding balance after the reduction.

## **ESCROW AGREEMENT**

**THIS ESCROW AGREEMENT** made and entered into as of \_\_\_\_\_, 20\_\_\_\_, by and between the **TOWNSHIP OF STRASBURG**, a second class township under the laws of the Commonwealth of Pennsylvania with municipal offices at 400 Bunker Hill Road, Strasburg, Pennsylvania 17579, hereinafter called the "Township", and \_\_\_\_\_ of \_\_\_\_\_, hereinafter called "Developer".

WITNESSETH:

WHEREAS, Developer is developing \_\_\_\_\_ (the "Development") located at \_\_\_\_\_ within the Township (the "Property"), as set forth on plans submitted to the Township identified as Subdivision and/or Land Development Plan for \_\_\_\_\_, prepared by \_\_\_\_\_, Project Number \_\_\_\_\_, dated \_\_\_\_\_, last revised \_\_\_\_\_ (the "Plans"); and

WHEREAS, as a part of the Development, Developer is required by the provisions of the Pennsylvania Municipalities Planning Code ("MPC") and the Strasburg Township Subdivision and Land Development Ordinance (the "Ordinance") to construct certain improvements hereinafter more fully described in Exhibit "A", which is attached hereto and incorporated herein (the "Improvements"); and

WHEREAS, in accordance with the requirements of the MPC and the Ordinance, Developer is required to post financial security to secure completion of the Improvements; and

WHEREAS, the Township is willing to maintain a cash escrow fund in accordance with Section 509 of the MPC at the request of Developer to insure construction in compliance with the Township's ordinances, resolutions, rules and regulations.

NOW, THEREFORE, intending to be legally bound hereby and in consideration of receiving approval of the Development from the Board of Supervisors of Strasburg Township, and in consideration of receiving permits from the Township to develop the Property, Developer and the Township agree as follows:

1. The foregoing recitals are incorporated herein and constitute a substantive part of this Agreement.

2. Developer will deposit with the Township a cash escrow fund in the amount of \_\_\_\_\_ (\$\_\_\_\_\_) Dollars. The fund created by this deposit shall be held by the Township as an escrow fund for the exclusive

benefit of the Township for the construction of required Improvements, including storm drainage facilities, in accordance with Township and other applicable specifications in an interest-bearing account, which amount and the interest earned thereon (the "Fund") shall be held by the Township in accordance with the terms and conditions of this Agreement. Said Improvements are those specifically outlined on the Plans and any accompanying plans which are incorporated herein by reference and which are on file with the Township.

3. The Township will hold the Fund as the property of Township, and it is the intention of the parties that the Fund shall not be subject to the claims of the Developer's creditors.

4. The Township will release to the Developer sums from the Fund upon completion and satisfactory inspection by Township representatives of the Improvements. In the event that the Developer has defaulted or abandoned the construction of the Improvements, then the Township may draw upon the Fund. In such event, the Township's sole obligation to Developer is to advise Developer of the withdrawal of the Fund by the Township.

5. The Township by its Engineer, Road Superintendent or other designated person will inspect the construction of the Improvements at progressive stages of completion as shall be agreed upon.

6. In the event there is a difference of opinion as to the quality of the work completed, or as to the completion of the work to meet Township and other applicable specifications, the decision of the Township representative shall control, and no portion of the Fund will be released until such portion of the work is in compliance with Township and other applicable specifications.

7. In the event any portion of the previously inspected Improvements is removed for any purpose, the reconstructed portion thereof must be reinspected in the same manner as provided for the original construction.

8. Upon satisfactory completion of the Improvements under this Agreement, the Township agrees to make a final inspection and release any and all sums remaining in the Fund to Developer if the Improvements meet Township and other applicable specifications and if all inspection, legal fees, and administrative costs of the Township to open and maintain the Fund have been paid by the Developer. A satisfactory final inspection is not intended to mean that the Township will accept dedication of the Improvements.

9. Legal, engineering and other costs incurred by the Township under this Agreement, including the legal expense to prepare this Agreement, engineering and other fees for inspections of the Improvements to be constructed hereunder, and the administrative costs incurred by the Township to open and maintain the escrow account shall be paid by Developer.

All such fees, costs and expenses shall be paid prior to the release of money in the Fund to Developer. Developer expressly agrees that the Township may retain as much of the Fund as necessary to reimburse itself for fees, costs and expenses, and Developer further agrees that should the Fund be insufficient to reimburse the Township for fees, costs and expenses incurred, Developer shall pay such fees, costs and expenses. The Township is irrevocably authorized to draw upon the Fund to reimburse itself for such fees, costs, and expenses.

10. The specifications for the Improvements are those set forth on the Plans and any profiles, utility plans and storm drainage plans which accompanied Developer's Plans. All of the aforesaid plans are incorporated herein by reference. All street and storm drainage Improvements are to be constructed in compliance with the ordinances, resolutions and regulations of the Township, all of which are by reference made a part hereof.

11 This Agreement will be construed, performed and enforced in accordance with the laws of the Commonwealth of Pennsylvania.

12. This Agreement is not transferable without the written permission of the Township.

13. All Improvements shall be completed on or before \_\_\_\_\_, which time for completion shall be of essence of this Agreement. Should the Improvements not be completed, or should Developer commence development and thereafter cease reasonable prosecution of installation of the Improvements, or should Developer fail or refuse to pay legal and/or inspection and/or administrative expenses as agreed herein, then, in that event, the Township may withdraw the moneys remaining in said Fund to the extent necessary for the completion of the remaining Improvements which are required to be made hereunder and for the reimbursement of Township expenses.

14. Sections 509, 510 and 511 of the Pennsylvania Municipalities Planning Code shall control and govern this Agreement.

15. Developer acknowledges that if the Fund created hereunder is insufficient to pay the cost of installing or making repairs or corrections to all of the Improvements covered by this Agreement and to pay all inspection and legal fees, the Township may, at its option, install all or part of said Improvements and may institute appropriate legal or equitable actions against Developer, its successors and assigns, to recover the monies necessary to complete the remainder of the Improvements and to collect any inspection, legal or administrative fees or expenses.

16. Developer may at any time post substitute financial security in an amount acceptable to the Township Engineer and in a form acceptable to the Township Solicitor.

Should Developer elect to post other financial security, the remainder of the Fund created hereunder shall be released to Developer.

17. With respect to any of the Improvements which are dedicated to and accepted by the Township following completion, Developer, if requested to do so by the Township, shall post financial security or otherwise guarantee the structural integrity of said improvements in accordance with the design and specifications as depicted on the Plans for a term not to exceed 18 months from the date of acceptance of dedication. Said financial security, if required, shall be in the form and in the amount required by Section 509 of the Pennsylvania Municipalities Planning Code. The Township and the Developer agree that the storm water management facilities (except those located within a public right-of-way) shall not be dedicated to nor accepted by the Township.

18. The Township, its agents, servants and employees, shall have no responsibility or liability with regard to the design and/or installation of the Improvements which are to be installed in connection with the development of the Property, and Developer shall indemnify and hold harmless the Township, its agents, servants and employees, from any claims or damages arising therefrom.

19. In the event it becomes necessary to disturb any existing Township streets, curbs, drainage structures or other facilities during the course of the installation of the Improvements, Developer agrees, at its cost, to restore such Township facilities to a condition equal to or better than their existing condition.

20. This Agreement sets forth the entire agreement and understanding between the parties as to the subject matter thereof and may only be amended subsequent to the date hereof by a written instrument signed by the party to be bound thereby.

21. The provisions of this Agreement shall be binding upon and inure to the benefit of the heirs, personal representatives, permitted assigns, grantees, lessees and successors of the parties hereto and shall constitute covenants running with the land.

22. For the purpose of this Agreement, the masculine gender shall be deemed to include the feminine and the neuter, and vice versa. Unless the context otherwise requires, the use of the singular and plural shall be interchangeable.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed as of the day and year first above written.

TOWNSHIP OF STRASBURG

Attest: \_\_\_\_\_  
Secretary

By: \_\_\_\_\_  
(Vice) Chairman,  
Board of Supervisors

[TOWNSHIP SEAL]



(Individual or Husband and Wife Developer)

Witness:

\_\_\_\_\_  
(Signature of Individual) (SEAL)

\_\_\_\_\_  
(Signature of Spouse if Husband  
and Wife are Co-Developers) (SEAL)

Trading and doing business as:

\_\_\_\_\_

-----  
(Partnership Developer\*)

\_\_\_\_\_  
(Name of Partnership)

Witness:

\_\_\_\_\_ By: \_\_\_\_\_ (Seal)  
Partner

\_\_\_\_\_ By: \_\_\_\_\_ (Seal)  
Partner

\_\_\_\_\_ By: \_\_\_\_\_ (Seal)  
Partner

\_\_\_\_\_ By: \_\_\_\_\_ (Seal)  
Partner

\*All Partners must execute this Agreement

-----  
(Corporation Developer)

\_\_\_\_\_  
(Name of Corporation)

ATTEST:

By: \_\_\_\_\_  
(Assistant) Secretary

By: \_\_\_\_\_  
(Vice) President

[CORPORATE SEAL]

(Limited Liability Company Developer)\*\*

Witnesses:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\*\*All members must sign

\_\_\_\_\_  
(Name of Limited Liability Company)

By: \_\_\_\_\_  
Member

By: \_\_\_\_\_  
Member

By: \_\_\_\_\_  
Member

**SUBDIVISION AND LAND DEVELOPMENT BOND  
TO  
STRASBURG TOWNSHIP**

**Bond No.** \_\_\_\_\_

**KNOW ALL PERSONS BY THESE PRESENTS** that \_\_\_\_\_,  
with its principal offices and places of business at \_\_\_\_\_,  
hereinafter called the "Principal", and \_\_\_\_\_,  
a corporation organized and existing under the laws of the State of \_\_\_\_\_ and  
authorized to do business in the Commonwealth of Pennsylvania and currently listed in the  
United States Department of the Treasury Circular 570, with its principal office and place of  
business at \_\_\_\_\_, and whose contact person and telephone  
number are \_\_\_\_\_ at \_\_\_\_\_, hereinafter called  
the "Surety", are jointly and severally held and firmly bound to Strasburg Township, Lancaster  
County, Pennsylvania, hereinafter sometimes referred to as the "Township", a second class  
township organized and operating under the laws of the Commonwealth of Pennsylvania with a  
mailing address of 400 Bunker Hill Road Pequea, Pennsylvania 17565, in the full sum of  
\_\_\_\_\_ dollars lawful money of the United States of America, for  
which payment, well and truly to be made, the Principals and the Surety, jointly and severally,  
bind themselves, their successors and assigns, firmly by these presents.

**WITNESSETH:**

**WHEREAS**, the Principal is the developer of a certain development within the Township of  
Strasburg, Lancaster County, Pennsylvania, located \_\_\_\_\_, commonly  
referred to as \_\_\_\_\_ (the "Development"); and

**WHEREAS**, the Development requires the installation of certain improvements (the  
"Improvements") as shown on the \_\_\_\_\_ prepared by  
\_\_\_\_\_, Project No. \_\_\_\_\_ dated \_\_\_\_\_,  
last revised \_\_\_\_\_ (the "Final Plan"); and

**WHEREAS**, the Pennsylvania Municipalities Planning Code ("MPC") and the Strasburg  
Township Subdivision and Land Development Ordinance (the "Subdivision Ordinance")  
mandate that a developer install all required improvements shown on a subdivision or land  
development plan before the recording of such plan or post financial security to secure  
completion of the required improvements; and

**WHEREAS**, this Bond is intended to provide for and secure to the public, the proper and timely  
completion of the Improvements.

**NOW, THEREFORE**, with the foregoing recitals incorporated herein and made a substantive  
part of this Bond, the terms and conditions of this Bond are, and shall be, that if:

- A. The Principal shall conform with, comply with, fulfill and perform all work, duties  
and items in accordance with all terms and conditions of all agreements between  
the Principal and the Township relating to the Development and the Final Plan  
(collectively the "Agreements"); and

- B. The Principal shall install the Improvements in accordance with the Final Plan and all plans and specifications approved by the Township Engineer and in accordance with the Subdivision Ordinance and all other ordinances, policies, rules, resolutions, standards and specifications of the Township; and
- C. The Principal shall install all of the Improvements and fulfill all of the duties imposed upon them by the Agreements on or before the dates required by the Agreements; and
- D. The Principal shall duly prosecute work on the Improvements with no interruptions or delays; and
- E. The Principal shall promptly pay to the Township all fees and expenses incurred by the Township in, inter alia, the review and approval of plans for the Improvements, inspection of the Improvements during and after installation, testing of the Improvements, and preparation of documents to transfer title of the Improvements to the Township; and
- F. The Principal shall indemnify completely and shall save harmless the Township and all of its officers, agents and employees from any and all costs and damages which the Township and all of its officers, agents and employees may sustain or suffer by reason of the failure of the Principal to fully comply with each and every term and condition of the Agreements or with each and every term and condition of this Bond; and
- G. The Principal shall reimburse completely and shall pay to the Township any and all costs and expenses which the Township and all of its officers, agents and employees may incur by reason of any failure to properly and promptly install all of the Improvements in accordance with the Final Plan and all Township Ordinances and regulations or any default under the Agreements or under this Bond, such costs and expenses to include, but not be limited to, all costs of investigation and all attorneys' fees incurred relating to any proceedings under this Bond; and
- H. The Principal shall remedy, without cost to the Township, all defects which may develop during the period of eighteen (18) months from the date of final completion by the Principal of all of the Improvements or the date of acceptance of dedication by the Township of such Improvements whichever date is later, which defects, in the sole judgement of the Township or its legal successors in interest, shall be caused or shall result from defective or inferior materials or workmanship; and
- I. The Principal shall provide the Township with as constructed plans for the Improvements together with all legal documentation necessary to provide the Township with clear title to such Improvements,

then this Bond shall be void; otherwise this Bond shall be and remain in full force and effect.

**THIS BOND** is executed and delivered under and subject to the MPC and the Subdivision Ordinance and the Agreements between the Principal and the Township relating to the Final Plan and to the Development to which reference is hereby made.

The Principal and Surety agree that any alterations, changes and/or additions to the Improvements to be installed pursuant to the Agreements and/or the Final Plan, and/or the

giving by the Township of any extensions of time for the performance of the Principal's duties with respect to the installation of the Improvements or any other term, duty or requirement of the Agreements or the Final Plan shall not release, in any manner whatsoever, the Principal and the Surety, or any of them, or their successors and assigns, from any liabilities and obligations under this Bond, and the Surety, for value received, does waive notice of any such alterations, changes, additions or extensions of time.

Payment of or performance under this Bond shall be made without determination of the conditions or facts pertaining to related contractual agreements between the Principal and the Township, including, but not limited to, the Agreements.

Whenever the Township issues written notice declaring the Principal to be in default under the Agreements, the Surety shall within thirty days of receipt of such written notice elect complete the work, and provide the Township with written notice of the contractor to be used to complete the work and a proposed schedule of work completion; or pay to the Township such amount, up to the amount of the bond, which will allow the Township to complete the improvements in accordance with the Agreements and the Final Plan. Failure to so elect within the said time shall constitute authorization to the Township to complete the improvements at the Surety's expense.

This Bond is not intended to and shall not waive any rights which the Township has or may have pursuant to the MPC, the Subdivision Ordinance, the Final Plan, and the Agreements.

For the purpose of this Bond, the neuter gender shall be deemed to include the feminine and the masculine, and vice versa. Unless the context clearly otherwise requires, the use of the singular and plural shall be interchangeable.

**IN WITNESS WHEREOF**, the Principal and the Surety have caused these presents to be signed and their seals to be hereunto affixed in binding execution hereof, each intending to be legally bound under the laws of the Commonwealth of Pennsylvania.

**SIGNED, SEALED AND DATED** this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

(Individual or Husband and Wife Principal)

Witnesses:

|       |   |
|-------|---|
| _____ | _____ (SEAL)<br>(Signature of Individual) |
| _____ | _____ (SEAL)<br>(Signature of Individual) |

Trading and Doing Business As

-----  
(Partnership Principal)\*

Witnesses:

\_\_\_\_\_  
(Name of Partnership)

|       |                      |
|-------|----------------------|
| _____ | By: _____<br>Partner |
|-------|----------------------|

|       |                      |
|-------|----------------------|
| _____ | By: _____<br>Partner |
|-------|----------------------|

|       |                      |
|-------|----------------------|
| _____ | By: _____<br>Partner |
|-------|----------------------|

\* All general partners must sign

-----  
(Corporation Principal)

\_\_\_\_\_  
(Name of Corporation)

Attest: \_\_\_\_\_  
(Assistant) Secretary

By: \_\_\_\_\_  
(Vice) President

(Limited Liability Company Principal)\*\*

Witnesses:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
(Name of Limited Liability Company)

By:

\_\_\_\_\_

Member

By: \_\_\_\_\_

Member

By: \_\_\_\_\_

Member

\*\*All members must sign

-----  
(Corporation Surety)

\_\_\_\_\_  
(Name of Corporation)

Attest: \_\_\_\_\_  
Title

\*\*\*By: \_\_\_\_\_  
Attorney-in-Fact

[CORPORATE SEAL]

\*\*\*Attach an appropriate power of attorney, dated as of the same date as the Bond, evidencing the authority of the Attorney-in-Fact to act on behalf of the Corporation.

Prepared By: Morgan, Hallgren, Crosswell & Kane, P.C.  
700 N. Duke St. P. O. Box 4686  
Lancaster, PA 17604-4686  
(717)-299-5251

Return To: Morgan, Hallgren, Crosswell & Kane, P.C.  
700 N. Duke St. P. O. Box 4686  
Lancaster, PA 17604-4686

## **AGREEMENT CONCERNING INSTALLATION OF STORM WATER MANAGEMENT FACILITIES**

**THIS AGREEMENT** made as of this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,  
by and between \_\_\_\_\_, a  
with  
a mailing address of  
(hereinafter  
referred to as the "Developer"), and **STRASBURG TOWNSHIP**, Lancaster County,  
Pennsylvania, a second class township duly organized under the laws of the Commonwealth of  
Pennsylvania, with its municipal offices located at 400 Bunker Hill Road, Strasburg,  
Pennsylvania 17579 (hereinafter referred to as the "Township").

### **BACKGROUND**

Developer is the legal owner of premises located at or known and numbered as  
\_\_\_\_\_ in Strasburg Township, Lancaster County,  
Pennsylvania, as more specifically described in a deed recorded at Record Book \_\_\_\_\_, Page  
\_\_\_\_\_, or Document No. \_\_\_\_\_ in the Office of the Recorder of Deeds in  
and for Lancaster County, Pennsylvania (hereinafter referred to as the "Premises"), and as  
shown on the \_\_\_\_\_, prepared by \_\_\_\_\_,  
Drawing No. \_\_\_\_\_, dated \_\_\_\_\_, 20\_\_\_\_, last  
revised \_\_\_\_\_, 20\_\_\_\_ (hereinafter referred to as the "Plan").

The Plan proposes the subdivision of \_\_\_\_\_ residential lots, identified as  
\_\_\_\_\_ collectively the "Lots" and individually a "Lot"), from  
the Premises. Storm water management will be provided for the proposed dwellings on the Lots  
through the construction of individual infiltration facilities located on each Lot, grading to direct  
storm water flows, and piping of storm water from the proposed dwellings to the individual  
infiltration facilities (collectively the "Storm Water Management Facilities"). In accordance with  
the requirements of the Strasburg Township Stormwater Management Ordinance and the  
Pennsylvania Municipalities Planning Code ("MPC") Developer is required to post financial



security with the Township to secure installation of the Storm Water Management Facilities. Developer does not propose the immediate development of the residential Lots. Developer has represented to the Township and hereby reaffirms the representation that the Storm Water Management Facilities only affect the individual Lot upon which they are to be constructed or installed and therefore are only necessary for storm water management on the individual Lot where they are to be constructed or installed and not at any other location on the Premises. Developer has requested that the Township allow the recording of the Plan without the posting of financial security for the Storm Water Management Facilities.

Developer has agreed that the Township shall have no obligation to issue any permits or approvals for the development of a Lot until Developer or the successor owner of a Lot makes application for a permit under the Strasburg Township Stormwater Management Ordinance and posts financial security to secure the installation of Storm Water Management Facilities on such Lot. The Township is willing to allow the recording of the Plan after recording of this Agreement to provide notice to future landowners of their responsibilities relating to the installation of the Storm Water Management Facilities, reimbursement of Township expenses, and posting of financial security.

NOW, THEREFORE, for and in consideration of the mutual promises contained herein, and intending to be legally bound hereby, the parties agree as follows:

1. The foregoing background recitals are incorporated into and made a substantive part of this Agreement.

2. Developer, for itself and for successor owners of each Lot, agrees that the Township shall have no obligation to issue any permits or approvals required for the construction of a dwelling or the installation of a driveway on any Lot, including, but not limited to, a permit under the Zoning Ordinance or a permit under the Uniform Construction Code ("UCC") until the owner of the Lot to be developed (a) has submitted an application for the installation of Storm Water Management Facilities on the Lot in accordance with the recorded Plan or, if such application is submitted more than five years after the recording of the Plan, in accordance with the Storm Water Management Ordinance in effect at the time such application is filed, and paid all required application fees; (b) obtains approval of such application; and (c) posts financial security in the amount of 110 percent of the cost to install all of the Storm Water Management Facilities serving the Lot to be developed.

3. Developer, for itself and successor owners of the Lots, agrees that the Township shall have no obligation to issue a certificate of use and occupancy under the Zoning Ordinance or a certificate of occupancy under the UCC for a dwelling on any Lot until the individual infiltration facility has been installed in accordance with the Plan, all other Storm Water Management Facilities on the Lot conveying the storm water from the dwelling to be constructed

on such Lot have been constructed, the Township Engineer has inspected and approved all Storm Water Management Facilities installed in accordance with Paragraph 2, and all outstanding application and inspection fees and charges have been paid.

4. Developer agrees to provide each prospective purchaser of a Lot within the Premises with a disclosure document (the "Disclosure Statement") before any purchaser signs an agreement to purchase a Lot. The Disclosure Statement shall be signed and dated by all purchasers of the Lot. The Disclosure Statement shall acknowledge that all purchasers have received a full copy of the approved Plan; that they have read the Notes on the approved Plan; that they understand the Township shall have no responsibility for the installation, maintenance, repair, or replacement of the Storm Water Management Facilities; that the purchasers shall not have the right at any time now or in the future to request that the Township install, maintain, repair or replace the Storm Water Management Facilities; and that they have been provided with a copy of this Agreement. The Township shall not be required to issue a zoning or building permit for any Lot until the Township has received the properly signed and dated Disclosure Statement.

5. The owner of each Lot shall be responsible for the payment of all costs associated with the review and approval of the application under the Strasburg Township Stormwater Management Ordinance for such Lot and all costs associated with the installation of and inspection of the storm water management facility on the Lot.

6. Developer, for itself and all successor owners of any of the Lots, expressly waives all time periods within which the Township is required to act upon applications for permits or approvals under the MPC, Zoning Ordinance, UCC, or any other applicable statute, ordinance or regulation until the owner of a Lot is in full compliance with this Agreement. Developer, for itself and all future owners of each of the Lots, hereby waives all claims of deemed approvals, vested rights or estoppel or any other claims relating to a refusal by the Township to issue permits under the UCC or the Zoning Ordinance or a certificate of use and occupancy or a certificate of occupancy due to the failure to comply with the items to which Developer has agreed herein. Developer, for itself and all future owners of each of the Lots, additionally waives any claims that such action violates the Pennsylvania Construction Code Act, the MPC, the UCC, the Zoning Ordinance, or any other applicable statute, law, ordinance, rule or regulation.

7. Developer agrees to indemnify the Township and all of its elected and appointed officials, agents, and employees (hereinafter collectively referred to as "Indemnitees") against and hold Indemnitees harmless from any and all liability, loss or damage, including reasonable attorneys' fees and costs of investigation and defense, as a result of any claims, demands,

costs or judgments against Indemnitees which may arise from or be related in any manner to this Agreement.

8. This Agreement may be amended only by written agreement signed on behalf of all owners of the Lots and the Township.

9. All words used herein shall be construed to be of such gender and number as the circumstances require.

10. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, legal representatives, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed or caused this Agreement to be executed as of the day and year first above written.

(Individual or Husband and Wife Developer)

Witness:

\_\_\_\_\_  
(Signature of Individual) \_\_\_\_\_(SEAL)

\_\_\_\_\_  
(Signature of Spouse if Husband and Wife  
are Co-Developers) \_\_\_\_\_(SEAL)

IF APPLICABLE

Trading and doing business as:

\_\_\_\_\_

-----  
(Partnership Developer\*)

\_\_\_\_\_  
(Name of Partnership)

Witness:

\_\_\_\_\_  
By: \_\_\_\_\_(SEAL)  
Partner

\_\_\_\_\_  
By: \_\_\_\_\_(SEAL)  
Partner

\_\_\_\_\_  
By: \_\_\_\_\_(SEAL)  
Partner

\*All Partners must execute this Agreement

-----  
(Corporate Developer)

\_\_\_\_\_  
(Name of Corporation)

ATTEST:

By: \_\_\_\_\_

By: \_\_\_\_\_  
(Assistant) Secretary (Vice) President

[CORPORATE SEAL]

(Limited Liability Company Developer\*\*)

Witnesses:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
(Name of Limited Liability Company)

By: \_\_\_\_\_  
Member

By: \_\_\_\_\_  
Member

By: \_\_\_\_\_  
Member

\*\*All members must sign.

STRASBURG TOWNSHIP  
Lancaster County, Pennsylvania

Attest: \_\_\_\_\_

By: \_\_\_\_\_  
(Assistant) Secretary

(Vice) Chairman  
Board of Supervisors

[TOWNSHIP SEAL]

(INDIVIDUAL OR HUSBAND AND WIFE DEVELOPER ACKNOWLEDGMENT)

COMMONWEALTH OF PENNSYLVANIA     )  
  )  
COUNTY OF LANCASTER                    )     SS:

On this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the  
subscriber, a notary public in and for the aforesaid Commonwealth and County, came the  
above-named

\_\_\_\_\_, known to me (or satisfactorily proven) to be the person(s) whose  
name(s) is/are subscribed on the within instrument and acknowledged the foregoing Agreement  
to be \_\_\_\_ act and deed and desired the same to be recorded as such.

Witness my hand and notarial seal.

\_\_\_\_\_  
Notary Public

My commission expires:

(PARTNERSHIP DEVELOPER ACKNOWLEDGMENT)

COMMONWEALTH OF PENNSYLVANIA     )  
  )  
COUNTY OF LANCASTER                    )     SS:

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, a notary public, the undersigned officer, personally appeared

\_\_\_\_\_  
\_\_\_\_\_, who acknowledged themselves to be all of the partners of \_\_\_\_\_, a \_\_\_\_\_ partnership, and that they, as such partners, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the partnership by themselves as such partners.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal.

\_\_\_\_\_  
Notary Public

My commission expires:

(CORPORATE DEVELOPER ACKNOWLEDGMENT)

COMMONWEALTH OF PENNSYLVANIA     )  
  )   SS:  
COUNTY OF LANCASTER                    )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, a notary public, the undersigned officer, personally appeared \_\_\_\_\_, who acknowledged \_\_\_\_\_self to be the \_\_\_\_\_ of \_\_\_\_\_,

a corporation, and that as such officer, being authorized to do so, acknowledged the foregoing instrument for the purposes therein contained by signing the name of the corporation by \_\_\_\_\_self as \_\_\_\_\_.

IN WITNESS WHEREOF, I set my hand and official seal.

\_\_\_\_\_  
Notary Public

My commission expires:



(LIMITED LIABILITY COMPANY DEVELOPER ACKNOWLEDGMENT)

COMMONWEALTH OF PENNSYLVANIA     )  
   )     SS:  
COUNTY OF LANCASTER                     )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned officer, personally appeared \_\_\_\_\_, who acknowledged themselves to be all of the members of

\_\_\_\_\_, a \_\_\_\_\_ limited liability company, and that they as such members, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of said limited liability company by themselves as such members.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

\_\_\_\_\_  
Notary Public

My Commission Expires:

(TOWNSHIP ACKNOWLEDGMENT)

COMMONWEALTH OF PENNSYLVANIA     )  
  )     SS:  
COUNTY OF LANCASTER                    )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned officer, a notary public in and for the aforesaid Commonwealth and County, personally appeared \_\_\_\_\_, who acknowledged \_\_\_\_\_self to be (Vice) Chairman of the Board of Supervisors of Strasburg Township, Lancaster County, Pennsylvania, and that he/she, as such officer, being authorized to do so, executed the foregoing Agreement for the purposes therein contained by signing the name of such Township by \_\_\_\_self as such officer.

IN WITNESS WHEREOF, I set my hand and official seal.

\_\_\_\_\_  
Notary Public

My commission expires:

**APPENDIX 15**

**STANDARD CONSTRUCTION DETAILS**