

TOWNSHIP OF TREDYFFRIN
CHESTER COUNTY, PENNSYLVANIA

SUBDIVISION / LAND DEVELOPMENT AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 20____, between _____ (hereinafter referred to as the “Developer”) and the Township of Tredyffrin, Chester County, Pennsylvania, (hereinafter referred to as the “Township”).

WHEREAS, the Developer has applied, pursuant to the Township of Tredyffrin Subdivision and Land Development Ordinance, for approval of a subdivision or land development plan for _____, prepared by _____, dated _____, last revised _____, and consisting of _____ sheets (hereinafter referred to as the “Plan”); which received final approval by formal action of the Tredyffrin Township Board of Supervisors or Planning Commission on _____; which, with any conditions, is attached hereto as Exhibit “A” and is incorporated herein; and

WHEREAS, the Developer desires to obtain permits for the construction of buildings and improvements as shown on the Plan and/or to present a portion of the improvements to the Township for dedication upon completion;

NOW, THEREFORE, it is agreed as follows:

I. Improvements to be Constructed by the Developer

- A. The Developer will construct, or cause to be constructed, at its own expense and without any expense or cost whatsoever to the Township or Municipal Authority in strict conformity with the Plan and the Township’s requirements and specifications as modified by the Plan approval, all improvements, including, but not limited to, construction or improvement of streets, parking facilities, driveways, sidewalks, curbs, drainage facilities, sanitary sewers and other utilities, lighting, landscaping, and other such public and quasi-public improvements, as shown on the Plan.
- B. All improvements, whether or not the same are to be dedicated to the Township, shall be completed in a good and workmanlike manner in accordance with the Plan and Township requirements and must be inspected by the Township Engineer periodically as set forth in the schedule established by the Township Engineer.
- C. Final inspection by the Township Engineer shall occur prior to dedication of improvements or prior to the issuance of use and occupancy permits for dwelling units and non-dwelling units served thereby, whichever shall first occur.

II. Conditions to be Met Prior to Commencing Construction of Improvements

- A. No improvements referred to herein, in connection with this project, shall be commenced until:
 - 1. This Agreement is duly signed by all parties;
 - 2. An Escrow or Financial Security Agreement is executed and funded in accordance with its terms;
 - 3. The Plan has been recorded according to law;
 - 4. All fees required by any Township Ordinance, Resolution or Regulation are paid;
 - 5. All other requirements of the Township Ordinances and Regulations have been met; and
 - 6. Certified copies of permits issued by all other agencies having jurisdiction over the development or any aspect thereof, have been provided to the Township.
- B. Upon compliance with Paragraph II(A) above, the Developer may obtain permits to construct buildings and improvements as specified on the Plan.

III. Escrow Fund or Financial Security for Construction of Improvements

The Escrow or Financial Security Agreement referred to in Paragraph II(A) above shall provide for the deposit of funds with the Township or an approved Pennsylvania financial institution sufficient in amount to guarantee the performance of this Agreement and the installation of all improvements, whether or not they are to be dedicated, within one year from the date that the escrow or financial security is posted.

IV. Obligations of Developer During Period of Construction

- A. It shall be the obligation of the Developer to arrange in advance with the Township Engineer for inspection of the work as construction progresses and the cost of such inspection shall be paid by the Developer.
- B. The final inspection shall be requested in writing by the Developer upon completion of the improvements. The Township Engineer will conduct the inspection within ten (10) days of receipt of the request and mail a report of the inspection no more than thirty (30) days after the inspection takes place.
- C. The Developer agrees to maintain traffic diversion and control devices in accordance with applicable Pennsylvania Department of Transportation publications.

- D. With respect to any undedicated portion of the internal road system, the Developer shall be responsible for all snow removal, street cleaning and similar maintenance.
- E. Where drainage facilities are designed to be permanently installed on any lot, the Developer shall include maintenance of the facilities as covenants running with the land whenever a lot is conveyed out of the Developer's title.
- F. The Developer shall, at all times, hold the Township harmless from any claims or suits which any party, person, or entity may bring on account of any conditions occurring on, caused, or alleged to be caused by conditions arising from the development of Developer's tract, such conditions including, but not limited to, drainage, stormwater, mud, dirt, or dust.
- G. The Developer agrees that it will comply fully with all Township Ordinances, Resolutions and Regulations in regard to the inspection of buildings and other improvements during the period of construction. The Developer agrees that it will obtain use and occupancy permits for all dwelling units and non-dwelling units prior to allowing occupants to assume possession of the same. The Developer further agrees that, in the event the Developer fails to comply with the provisions of this Agreement, the Township may revoke all building permits previously issued and refuse to issue any additional building, occupancy or other permits and the Developer will cease all construction within the project until the Township requirements are met and that the Township may, additionally, avail itself of any other remedies allowed by law.
- H. If the Developer conveys individual lots from the Plan after approval, or if the Developer conveys all or part of the entire tract after approval, the terms of this Agreement shall bind all subsequent grantees, and the Developer hereby agrees to cause all of said terms to be incorporated in any deed of conveyance therefore. If the Developer should violate any of the terms hereof at any time, the Developer agrees that the Township may enforce the same by injunction proceedings in addition to any other appropriate legal action.
- I. The Developer shall and does release, indemnify, protect, and hold harmless the Township from all costs and expenses resulting from any and all loss of life or property, or injury or damage to any person or the property of any person, association of persons, or corporation including the parties hereto and their officers, agents and employees; and from any and all claims, demands, or actions for such loss, injury, or damage, in any manner arising out of, resulting from or connected with the conduct of progress of construction or installation of improvements under this Agreement; provided that the Developer shall have received from the Township prompt written notice of any such claim, demand, or action after notification to the Township by the injured party. The Township shall permit the Developer to defend any such action and the Township shall cooperate in any such defense at the cost of the Developer.

V. Dedication

A. When the installation of the improvements included on the approved Plan which are to be dedicated to the Township shall have been fully completed and approved by the Township Engineer and the Township Manager in accordance with the Pennsylvania Municipalities Planning Code and applicable Ordinances of the Township of Tredyffrin, the Developer shall tender to the Township the following:

1. Deeds of Dedication, in customary form satisfactory to the Township Solicitor, which shall include a legal description of the improvements to be dedicated and maps with metes and bounds delineated;
2. A certificate of title insurance or other proof of clear title satisfactory to the Township Solicitor; and
3. A bond with approved surety and in satisfactory form, an escrow deposit of cash or securities or an approved letter of credit from a reputable Pennsylvania lending institution in the amount of fifteen percent (15%) of the cost of the improvements for a further period of eighteen (18) months from the date of acceptance of the improvements to be dedicated in accordance with Paragraph VI below.

B. Prior to acceptance of dedication, the following must occur:

1. The Township shall have received from the Developer all sums due and owing as security deposits, reimbursements or otherwise under the provisions of this Agreement.
2. All documents required by Paragraph V.A. above shall have been prepared, executed and delivered in a form approved by the Township Solicitor.
3. After final inspection and approval by the Township Engineer, the Developer will submit as-built plans showing actual dimensions and conditions of streets and all other improvements, and the capacity of stormwater management facilities, all certified by a professional engineer to be in accordance with actual construction.

VI. Maintenance Guaranty for Improvements

After Township acceptance of such deeds of dedication with respect to the dedicated improvements and final inspections with respect to the other improvements, the Developer shall maintain all of the improvements in good order and repair for a further period of eighteen (18) months and shall repair said improvements as the Township Engineer or Board of Supervisors may in good faith determine to be necessary by reason of inadequate, improper or defective construction, workmanship or materials.

- A No transfer of ownership of the subject property or any portion thereof shall in any way relieve the Developer of responsibility for completion of the improvements in accordance with the terms of this Agreement nor affect in any way the rights of the Township under the Escrow or Financial Security Agreement executed contemporaneously herewith; Developer’s heirs, administrators, successors and assigns shall be bound by the terms of this Agreement.

- B. The retainage account, as specified in the associated Escrow or Financial Security Agreement, will be held in lieu of a maintenance bond, except that if the amount of the retainage account is less than fifteen percent (15%) of the cost of constructing and installing the dedicated improvements, then sufficient financial security must be provided to make up the difference in the form of a bond with surety or a federal or commonwealth chartered lending institution irrevocable letter of credit or restrictive or escrow account in such a lending institution or any other financial security approved by the Township.

VII. Recording

The Developer, for itself, its successors and assigns, by execution of this Agreement does agree with Township, its successors and assigns, that the obligations undertaken herein by the Developer shall be covenants running with the land and that in any deed of conveyance of the said site or any part thereof to any person or persons, said obligations shall be incorporated by reference to this Agreement as fully as the same are contained herein. Pursuant thereto, it is agreed by the parties hereto that this Agreement may be recorded in the Office of the Recorder of Deeds of Chester County, Pennsylvania.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized officers, each intending to be legally bound hereby.

DEVELOPER

By: _____
(Title)

Attest: _____
(Title)

**BOARD OF SUPERVISORS
OF TREDYFFRIN TOWNSHIP**

By: _____
Chairman

Attest: _____
Township Manager

COMMONWEALTH OF PENNSYLVANIA :
: SS
COUNTY OF CHESTER :

On this, the the ____ day of _____, 200_, before the undersigned notary public, personally appeared _____ who acknowledged to be the _____, of _____ and as such did sign the foregoing instrument for the purposes therein contained.

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

Notary Public

(Notarial Seal)

My Commission Expires:

COMMONWEALTH OF PENNSYLVANIA :
: SS
COUNTY OF CHESTER :

On this, the ____ day of _____, 200_, before the undersigned notary public, personally appeared _____ who acknowledged to be the Chairman of the Board of Supervisors of Tredyffrin Township, Chester County, Pennsylvania, and as such did sign the foregoing instrument for the purposes therein contained.

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

Notary Public

(Notarial Seal)

My Commission Expires: