

West Earl Township
157 West Metzler Road
P. O. Box 787
Brownstown, PA 17508

Re: Final Plan of _____(1)

Dear Supervisors:

In consideration for the Board of Supervisors of the Township of West Earl accepting an improvement guarantee in the form of a letter of credit from _____(2) in the amount of \$ _____(3) as security for the completion of the necessary subdivision and/or land development improvements pertaining to the final plan of _____(4) prepared by _____(5), the undersigned agrees to complete all of the improvements, except as hereinafter provided, which are part of the above-referenced subdivision and/or land development on or before _____(6), said time being of the essence of this commitment to complete said improvements.

All improvements to be constructed and/or installed and/or financed in whole or in part by the undersigned (as well as the estimated costs of completing each) are listed on Exhibit "A" attached hereto, which is expressly made a part of this commitment to complete said improvements. The following shall be applicable to the improvements:

1. Sidewalks, curbing and cartways. The undersigned shall complete all sidewalks, 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. In accordance with Township policies, the final bituminous wearing course for all streets shall not be constructed until at least _____(7) in order to permit the streets to settle and to experience one freeze and one thaw. The final street wearing course shall be completed on or before _____(8), unless such time is extended by the Board of Supervisors. The approval of the Township Engineer shall be obtained before such bituminous wearing course is installed.

2. Sanitary Sewers. If indicated on the plans, the undersigned shall construct sanitary sewers to service the tract and shall also provide laterals to serve each building erected thereon consistent with the plans.

3. Storm Water Management. The undersigned shall construct storm water management facilities as shown on the plans in order to adequately control and manage surface water. 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, the undersigned shall submit for approval a revised storm water management plan and shall make all the changes necessary to the

storm water management facilities to adequately control and manage surface water. The undersigned shall obtain at its sole expense any necessary storm drainage easements. The undersigned and the Township shall enter into a separate agreement concerning the maintenance of the storm water management facilities.

4. Water Lines. If indicated on the plans, the undersigned 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.

5. Signs. The undersigned 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 undersigned. The undersigned shall also pay for the cost of any traffic studies required to be performed under the Vehicle Code and any legal and advertising costs incurred by the Township to enact the necessary traffic ordinances in connection with the erection of such signs.

During construction the undersigned agrees to maintain the tract in a safe and sanitary fashion and shall insure the collection and proper disposal of 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 tracts adjacent to the tract or upon the tract itself. The undersigned shall maintain the streets within the development, including the removal of snow, until such streets are finally accepted by the or, if such streets are to remain private, until all lots within the development have been sold.

The undersigned agrees to pay all inspection fees imposed by the Township in connection with the inspection of the improvements set forth on Exhibit "A". The undersigned also agrees to reimburse the Township for the necessary legal and advertising expenses in the preparation of traffic ordinances, deeds and resolutions for the acceptance of streets, the review of improvements guarantees and like matters.

In the event all of said improvements with the exception of the final street wearing course are not completed on or before _____ (9), and all inspection fees and capital contributions set forth on Exhibit "A" are not paid, or in the event the final street wearing surface is not completed on or before _____ (10), the undersigned acknowledges that the Township shall have the right, without further notice to the undersigned, to submit a demand to _____ (11) for disbursement of funds under the aforesaid letter of credit. The undersigned also acknowledges that if the proceeds of such letter of credit are insufficient to pay the cost of installing or making repairs or corrections to all of the improvements covered by said letter of credit and to pay all inspection fees and capital contributions, the Township may, at its option, install all or part of said improvements and may institute appropriate legal or equitable actions to recover the monies necessary to complete the remainder of the improvements and to collect any inspection fees and capital contributions.

The Township shall also have the right to demand payment of all or a portion of the letter of credit in the event the Township receives notice that the letter of credit will be cancelled or terminated prior to the time that all of the improvements have been completed and approved by the Township Engineer and/or all inspection fees and capital contributions have been paid. Furthermore, in accordance with the provisions of Section 509 of the MPC, the undersigned agrees to post additional security with the Township if, as a result of annual adjustments concerning the estimated cost for the completion of the remaining improvements, such additional security is necessary to assure that the financial security in effect at that time equals one hundred ten (110%) percent of the estimated cost of completion calculated in the manner required by said Section 509 of the MPC.

With respect to any of the improvements which are dedicated to and accepted by the Township following completion, the undersigned, if required to do so by the Board of Supervisors, shall post financial security or otherwise guarantee the structural integrity of said improvements as well as the functioning of said improvements in accordance with the design and specifications as depicted on the final plan for a term not to exceed eighteen (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 MPC.

The construction of all improvements shall be completed in strict conformity to the specifications and regulations of the Pennsylvania Department of Transportation, West Earl Sewer Authority, and West Earl Water Authority. The Township, West Earl Sewer Authority, West Earl Water Authority, their 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 this subdivision, and the undersigned shall indemnify and hold harmless the Township, West Earl Sewer Authority, West Earl Water Authority, their agents, servants and employees, from any costs of investigation or defense, claims, liability, expense or damages arising therefrom.

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 or the installation of the above-described subdivision or land development improvements, including but not limited to damages resulting from openings into Township streets to install underground facilities or resulting from travel or use by vehicles or construction equipment, the undersigned agrees, at its cost, to repair or, if necessary, replace such Township facilities.

This commitment shall be binding upon the respective heirs, personal representatives, successors and assigns of the undersigned.

Unless the contrary clearly appears from the context, for the purposes of this document the singular number includes the plural number and vice versa; and each gender includes the other genders.

IN WITNESS WHEREOF, the undersigned, intending to be legally bound by the herein stated commitments, has signed this letter this _____ day of _____, 200__.

(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: _____
Partner

By: _____
Partner

By: _____
Partner

*All Partners must execute this Agreement

(Corporation Developer**)

ATTEST:

(Name of Corporation)

By: _____
(Assistant) Secretary

By: _____
(Vice) President or **Authorized Representative

[CORPORATE SEAL]

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

Instructions to Complete Developer's
Letter-Agreement Regarding Subdivision and/or
Land Development Improvements

1. Name of subdivision and/or land development
2. Name of lending institution issuing letter of credit.
3. Amount of letter of credit.
4. Full name of developer.
5. Name of firm which prepared subdivision or land development plan.
6. Date by which all improvements except street wearing course(s) is(are) to be completed.
7. Earliest date when street wearing course(s) is(are) to be installed.
8. Latest date when street wearing course(s) is(are) to be installed.
9. Date by which all improvements except street wearing course(s) is(are) to be completed.
10. Latest date when street wearing course(s) is(are) to be installed.
11. Name of lending institution issuing letter of credit.