

APPENDIX NO. 2

FORMS OF FINANCIAL SECURITY

LETTER OF CREDIT TO SECURE COMPLETION OF REQUIRED IMPROVEMENTS

Letter of Credit No. _____(1)

Dated: _____(2)

Township of Martic
370 Steinman Farm Road
Pequea, PA 17565

Dear Members of the Board:

We hereby issue our irrevocable Letter of Credit in favor of the Township of Martic, 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 plan of _____(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 Chair or Vice Chair 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 370 Steinman Farm Road, Pequea, PA 17565, 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 Chair or Vice Chair 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 Martic, 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 MARTIC
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 Martic, 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 MARTIC
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 MARTIC**, a second class township under the laws of the Commonwealth of Pennsylvania with municipal offices at 370 Steinman Farm Road, Pequea, Pennsylvania 17565, 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 Martic 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 Martic Township and/or the Martic Township Planning Commission, 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 MARTIC

Attest: _____
Secretary

By: _____
(Vice) Chairman,
Board of Supervisors

[TOWNSHIP SEAL]

(Individual or Husband and Wife Developer)

Witness:

_____ (SEAL)
(Signature of Individual)

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

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)**

(Name of Limited Liability Company)

Witnesses:

By: _____
Member

By: _____
Member

By: _____
Member

**All members must sign

**SUBDIVISION AND LAND DEVELOPMENT BOND
TO
MARTIC 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 Martic 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 370 Steinman Farm 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 Martic, 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 Martic 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.

(Limited Liability Company Principal)**

(Name of Limited Liability Company)

Witnesses:

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 **MARTIC TOWNSHIP**, Lancaster County, Pennsylvania, a second class township duly organized under the laws of the Commonwealth of Pennsylvania, with its municipal offices located at 370 Steinman Farm Road, Pequea, Pennsylvania 17565 (hereinafter referred to as the “Township”).

BACKGROUND

Developer is the legal owner of premises located at or known and numbered as _____ in Martic 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 Martic 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 Martic 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 Martic 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: _____
(Assistant) Secretary

By: _____
(Vice) President

[CORPORATE SEAL]

(Limited Liability Company Developer**)

(Name of Limited Liability Company)

Witnesses:

By: _____
Member

By: _____
Member

By: _____
Member

**All members must sign.

MARTIC TOWNSHIP
Lancaster County, Pennsylvania

Attest: _____
(Assistant) Secretary

By: _____
(Vice) Chairman
Board of Supervisors

[TOWNSHIP SEAL]

(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:

