

**EXHIBIT 1 - LOWER PAXTON TOWNSHIP APPLICATION FOR SUBDIVISION  
AND LAND DEVELOPMENT REVIEW**

Date of Plan Submission:

Title of Plan:

Name of Owner /Applicant:

Phone Number: \_\_\_\_\_

Fax  
Number:

Address:

Contact Person:

E-mail  
Address:

Name of Plan Preparer:

Contact Person: \_\_\_\_\_

E-mail Address:

Phone Number: \_\_\_\_\_

Fax Number:

Address:

Plan Classification:    Subdivision                       Land Development

Preliminary                       Final

Development Type:    Residential                       Commercial                       Industrial                       Other

Describe:

Previous Plan Approvals for the Property:

Date of Previous Plan Approvals: \_\_\_\_\_

Recorder of Deeds Plan Reference: \_\_\_\_\_

Total Tract Area in Acres: \_\_\_\_\_

Number of Residential Lots/Dwelling Units Proposed:

Total Amount of Non-Residential Floor Area: \_\_\_\_\_

Are any modifications of requirements being requested? If so, list the specific Section of the Ordinance from which relief is requested and provide full justification for the requested modification. (Use separate sheets if required)

Have any variances been requested or granted to allow this development? Describe:

I hereby certify that the plan submission as represented by this application is complete and is prepared in conformance with all of the applicable provisions of the Lower Paxton Township Subdivision and Land Development Ordinance. I further agree to comply with all provisions of Township Ordinances in affect at the time of the filing of this application for plan review.

I also understand and agree that failure to file a complete and correct application including the attached checklist and the items referenced therein may result in the Township's refusal to process the application for planning review.

Signature of Applicant

Date

Printed Name

**EXHIBIT 1**

**LOWER PAXTON TOWNSHIP SUBDIVISION AND LAND DEVELOPMENT PLAN  
SUBMISSION CHECKLIST**

Name of Subdivision/Land Development: \_\_\_\_\_

Name of Applicant: \_\_\_\_\_

Date of Plan Submittal: \_\_\_\_\_

In accordance with the requirements of the Lower Paxton Township Subdivision and Land Development Ordinance, the following initial information is required for a complete submission:

**Applicant    Township**

- |       |       |   |
|-------|-------|---|
| _____ | _____ | Completed and Signed Application for Subdivision and Land Development Review  |
| _____ | _____ | Statement of all requested waivers with MI written justification  |
| _____ | _____ | Subdivision and Land Development Plan Submission Checklist  |
| _____ | _____ | Subdivision and Land Development Plan Requirement Checklist   |
| _____ | _____ | Required Township Review Fees   |
| _____ | _____ | Dauphin County Planning Commission Application for Review   |
| _____ | _____ | Dauphin County Planning Commission Review Fees  |
| _____ | _____ | Sixteen (16) copies of the complete plan set (24"x36"maximum)   |
| _____ | _____ | F <sup>our</sup> (4) completed PA DEP Sewage Facilities Planning Modules  |
| _____ | _____ | Two (2) copies -Wetland Delineation Report  |
| _____ | _____ | Two (2) copies - Traffic Impact Study   |
| _____ | _____ | Two (2) copies - Hydrogeologic Analysis and Water Quality Testing Report  |
| _____ | _____ | Two (2) copies - Stormwater Management Drainage Plan  |
| _____ | _____ | Lower Paxton Township Authority approval for sewer extension design   |
| _____ | _____ | Commitment Letter or Service Agreement from Water Supplier  |
| _____ | _____ | Evidence of E & SC Plan submission to the Dauphin County Conservation District  |
| _____ | _____ | Complete listing of all required Local, State, and Federal outside agency permits/approvals required for the project. |
| _____ | _____ | Two (2) copies - Homeowner's Association Documents  |

**EXHIBIT 1**

**LOWER PAXTON TOWNSHIP SUBDIVISION AND LAND DEVELOPMENT  
PLAN SUBMISSION CHECKLIST**

\_\_\_\_\_ Two (2) copies - Financial Security Estimate  
\_\_\_\_\_ Digital files

I understand that if the above listed information is not included in the plan submission, the application will not be considered a complete application and will not be further processed.

I also understand that all required communication relative to this plan application will be sent to the individual listed herein as Applicant.

Signature of Applicant

Date

Printed Name

***For Township Use Only:***

Application is:            Complete                      Incomplete

**Bv:**                      \_\_\_\_\_                      Date Filed:

Plan Review Deadline: \_\_\_\_\_

Township Fee Paid: \_\_\_\_\_                      Check            #:

County Fee Paid: \_\_\_\_\_                      Check #:

**EXHIBIT 1**

**LOWER PAXTON TOWNSHIP SUBDIVISION AND LAND DEVELOPMENT SKETCH  
PLAN REQUIREMENT CHECKLIST**

**Name of Plan** \_\_\_\_\_

**Name of**

**Applicant Date of**

**Submission**

**Plan Preparer's Name** \_\_\_\_\_

**Plan Preparer's Signature** \_\_\_\_\_

For items marked N/A (Not Applicable), provide statement as to why.

| <b>Sketch Plan Content</b>   | <b><i>J / N/A</i></b> |
|--|-----------------------|
| 1. Title Block   |                       |
| 2. Name of proposed development, municipality, county and plan label (Sketch)  |                       |
| 3. Name, address, email address and telephone number of owner, equitable owner, subdivider/developer, engineer, landscape architect and land surveyor. |                       |
| 4. Date of plan preparation and revision date(s).  |                       |
| 5. Location map with north arrow and scale.  |                       |
| 6'. Existing and proposed features:  |                       |
| Streets  |                       |
| Buildings  |                       |
| Lot arrangements   |                       |
| Utilities  |                       |
| Significant natural features   |                       |
| <b>Sketch Plan Coordination</b>  |                       |
| 1. Dauphin County Conservation District E&S Feasibility  |                       |
| 2. Public Sewer and Water or On-lot Utility Feasibility Study  |                       |
| 3. Floodplain Management   |                       |

**EXHIBIT 1**

**LOWER PAXTON TOWNSHIP SUBDIVISION AND  
LAND DEVELOPMENT PRELIMINARY PLAN REQUIREMENT  
CHECKLIST**

**Name of Plan** \_\_\_\_\_

**Name of**

**Applicant Date of**

**Submission**

**Plan Preparer's Name** \_\_\_\_\_

**Plan Preparer's Signature** \_\_\_\_\_

For items marked N/A (Not Applicable), provide statement as to why.

| <b>Preliminary Plan Cover Sheet Information</b>   | <b>y / N/A</b> |
|---|----------------|
| 1. Title Block  |                |
| 2. Name of proposed development, municipality, county and plan label (Preliminary)  |                |
| 3. Name, address, email address and telephone number of owner, equitable owner, subdivider/developer, engineer, landscape architect and land surveyor |                |
| 4. Written and graphic plan scale   |                |
| 5. Date of plan preparation and revision date(s)  |                |
| 6. Signature blocks for Board of Supervisors, Township Planning Commission, Township Engineer, and County Planning Commission                         |                |
| 7. Certification of ownership and dedicatory statement  |                |
| 8. Certification of accuracy  |                |
| <b>Preliminary Plan Content</b>   |                |
| 9. Location map (1" - 1000' or larger)  |                |
| 10. North arrow and scale   |                |
| 11. Metes and bounds descriptions   |                |
| 12. Existing features within 100' of property boundary  |                |
| 13. Existing and proposed protective covenants running with the land, easements, and rights-of-way  |                |
| 14. Zoning districts and zoning lines   |                |
| 15. Existing contours within 100' of property boundary  |                |
| 16. One permanent benchmark on site   |                |
| 17. Plan scale <1"=60'  |                |
| 18. Tax parcel number, deed reference, source of title of property and adjoiners  |                |
| 19. Lot layout  |                |
| 20. Proposed features   |                |
| 21. Proposed easements and rights-of-way (size, type, location, beneficiary, metes and bounds)  |                |
| 22. On-lot well and sewage disposal system locations  |                |
| 23. Public improvements   |                |
| 24. Fire lanes  |                |
| 25. Phasing plan and schedule   |                |
| 26. Construction details  |                |
| 27. Sight distances and clear sight triangles   |                |

**EXHIBIT 1**

**LOWER PAXTON TOWNSHIP SUBDIVISION AND  
LAND DEVELOPMENT PRELIMINARY PLAN REQUIREMENT  
CHECKLIST**

|   |  |
|---|--|
| 28. Dedicated land designation and schedule   |  |
| 29. 100-year base flood elevation   |  |
| 30. Street and site lighting  |  |
| <b>Preliminary Plan Notes and Conditions</b>  |  |
| 31. Tabular plan requirements and existing conditions   |  |
| 32. Tabular zoning information  |  |
| 33. Statement of intent/use   |  |
| 34. Statement indicating that all easements and rights-of-way have been shown on the plan and that all utilities have been contacted  |  |
| 35. Current PA One Call listing and serial number   |  |
| 36. Statement indicating that the Applicant shall comply with all Township regulations in effect at the time of the filing of the preliminary plan  |  |
| 37. Statement that the Applicant shall be responsible for paying for the installation of all street and traffic control signs required for the project as deemed necessary by Lower Paxton Township |  |
| 38. Statement of any deed restrictions or covenants that may be a condition of sale of the property   |  |
| 39. HOP Note  |  |

**Name of Plan** \_\_\_\_\_

**Name of**

**Applicant Date of**

**Submission**

**Plan Preparer's Name** \_\_\_\_\_

**Plan Preparer's Signature** \_\_\_\_\_

For items marked N/A (Not Applicable), provide statement as to why.

| <b>Final Plan Cover Sheet Information</b>   | <b>y/N/A</b> |
|---|--------------|
| 1. Title Block  |              |
| 2. Name of proposed development, municipality, county and plan label (Final)  |              |
| 3. Name, address, email address and telephone number of owner, equitable owner, subdivider/developer, engineer, landscape architect and land surveyor |              |
| 4. Written and graphic plan scale   |              |
| 5. Date of plan preparation and revision date(s)  |              |
| 6. Signature blocks for Board of Supervisors, Township Planning Commission, Township Engineer, County Planning Commission, and Recorder of Deeds      |              |
| 7. Certification of ownership and dedicatory statement  |              |
| 8. Certification of accuracy  |              |
| <b>Final Plan Content</b>   |              |
| 9. Location map (1"= 1000' or larger)   |              |
| 10. North arrow and scale   |              |
| 11. Metes and bounds descriptions   |              |
| 12. Existing features within 100' of property boundary  |              |

**EXHIBIT 1**

**LOWER PAXTON TOWNSHIP SUBDIVISION AND  
LAND DEVELOPMENT PRELIMINARY PLAN REQUIREMENT  
CHECKLIST**

|   |  |
|---|--|
| 13. Existing and proposed protective covenants running with the land, easements, and rights-of-way  |  |
| 14. Zoning districts and zoning lines   |  |
| 15. Existing contours within 100' of property boundary  |  |
| 16. One permanent benchmark on site   |  |
| 17. Plan scale < F -60'   |  |
| 18. Tax parcel number, deed reference, source of title of property and adjoiners  |  |
| 19. Lot layout and numbers  |  |
| 20. Proposed features   |  |
| 21. Proposed contours   |  |
| 22. Proposed easements, setbacks, rights-of-way, and property lines (size, type, location, beneficiary, metes and bounds)   |  |
| 23. On4ot well and sewage disposal system locations   |  |
| 24. Public improvements   |  |
| 25. Fire lanes  |  |
| 26. Construction details  |  |
| 27. Sight distances and clear sight triangles   |  |
| 28. 100-year base flood elevation   |  |
| 29. Street and site lighting  |  |
| 30. Survey monuments and markers  |  |
| 31. Phasing plan and schedule   |  |
| 32. Dedicated land designation and schedule   |  |
| <b>Final Plan Notes and Conditions</b>  |  |
| 33. Tabular plan requirements and existing conditions   |  |
| 34. Tabular zoning information  |  |
| 35. Statement of intent/use   |  |
| 36. Statement of waivers granted and date of action   |  |
| 37. Statement indicating that all easements and rights-of-way have been shown on the plan and that all utilities have been contacted  |  |
| 38. Statement indicating that the Applicant shall comply with all Township regulations in effect at the time of the filing of the final plan  |  |
| 39. Statement that the Applicant shall be responsible for paying for the installation of all street and traffic control signs required for the project as deemed necessary by Lower Paxton Township |  |
| 40. Statement that Applicant shall provide as-builts upon construction completion   |  |
| 41. Statement of any deed restrictions or covenants that may be a condition of sale of the property   |  |
| 42. HOP Note  |  |
| 43. Current PA One Call listing and serial number   |  |

**EXHIBIT 2 - OWNER'S CERTIFICATION AND DEDICATORY STATEMENT**

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF \_\_\_\_\_

ON THIS DAY, 20. BEFORE ME THE  
THE OF UNDERSIGNED THE  
PERSONALLY APPEARED.

OWNER(S).

PRINTED  
NAME

SIGNATUR  
E

OWNER(S)

PRINTED  
NAME

SIGNATUR  
E

WHO BEING DULY SWORN ACCORDING TO LAW, DEPOSE AND SAY THAT THEY ARE THE OWNER(S) OR EQUITABLE OWNER(S) OF THE PROPERTY SHOWN ON THIS PLAN AND THAT THEY ACKNOWLEDGE THE SAME TO BE THEIR ACT AND DEED, THAT ALL STREETS OR PARTS THEREOF AND OTHER LANDS INTENDED TO BE OFFERED FOR PUBLIC USE, IF NOT PREVIOUSLY DEDICATED, ARE HEREBY OFFERED FOR DEDICATION TO PUBLIC USE AND DESIRE THE SAME TO BE RECORDED AS SUCH ACCORDING TO LAW.

WITNESS MY HAND AND NOTORIAL SEAL THE DAY AND THE DATE ABOVE WRITTEN

NOTARY PUBLIC

MY COMMISSION EXPIRES

**EXHIBIT 3 -PLAN APPROVAL BLOCKS**

THIS PLAN REVIEWED BY THE DAUPHIN COUNTY PLANNING COMMISSION  
THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20 \_\_\_\_\_

CHAIRMAN \_\_\_\_\_

SECRETARY \_\_\_\_\_

THIS PLAN REVIEWED BY THE LOWER PAXTON TOWNSHIP ENGINEER  
THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20 \_\_\_\_\_

TOWNSHIP ENGINEER \_\_\_\_\_

THIS PLAN RECOMMENDED FOR APPROVAL BY THE LOWER PAXTON TOWNSHIP  
PLANNING COMMISSION THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20 \_\_\_\_\_

CHAIRMAN \_\_\_\_\_

SECRETARY \_\_\_\_\_

THIS PLAN APPROVED BY THE LOWER PAXTON TOWNSHIP BOARD OF SUPERVISORS,  
AND ALL CONDITIONS IMPOSED WITH RESPECT TO SUCH APPROVAL WERE COMPLETED  
ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ OF 20 \_\_\_\_\_

CHAIRMAN \_\_\_\_\_

SECRETARY \_\_\_\_\_, \_\_\_\_\_ : \_\_\_\_\_

PROVIDE A 2" X 7" SPACE FOR UPI CERTIFICATION BY DAUPHIN COUNTY TAX ASSESSMENT OFFICE

PROVIDE A 4" X 2.5" SPACE FOR THE RECORDER OF DEEDS CERTIFICATION

**EXHIBIT 4 - PROFESSIONAL CERTIFICATIONS**

I HEREBY CERTIFY THAT, TO THE BEST OF MY KNOWLEDGE, THE SURVEY AND PLAN SHOWN AND DESCRIBED HEREON IS TRUE AND CORRECT TO THE ACCURACY REQUIRED BY THE LOWER PAXTON TOWNSHIP SUBDIVISION AND LAND DEVELOPMENT ORDINANCE.

SURVEYOR'S SIGNATURE AND SEAL

I HEREBY CERTIFY THIS PLAN TO BE CORRECT AS SHOWN AND IN COMPLIANCE WITH THE REQUIREMENTS OF THE LOWER PAXTON TOWNSHIP SUBDIVISION AND LAND DEVELOPMENT ORDINANCE.

ENGINEER'S SIGNATURE AND SEAL

**EXHIBIT 5 - TIME EXTENSION AGREEMENT**

**TIME EXTENSION  
AGREEMENT LOWER PAXTON  
TOWNSHIP**

**AGREEMENT TO EXTEND THE TIME FOR RENDERING AND  
COMMUNICATING A DECISION ON CERTAIN PRELIMINARY AND/OR FINAL  
SUBDIVISION/LAND DEVELOPMENT PLANS**

This Agreement made the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, by and between the Board of Supervisors of the Township of Lower Paxton, Dauphin County, Pennsylvania, (hereinafter called "Governing Body" and \_\_\_\_\_ (hereinafter call "Applicant").

**WHEREAS**, the Applicant submitted a Preliminary/Final Plan of Subdivision/Land Development for a development known as \_\_\_\_\_ to the Township on the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, and

**WHEREAS**, the term within which the Governing Body must render a decision approving or disapproving said plan of Subdivision/Land Development pursuant to the

provisions of Section 508 of the Pennsylvania Municipalities Planning Code, as amended expires the \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_ , and

**WHEREAS**, the Applicant wishes to have an additional period of time within which to attempt to bring said plan of Subdivision/Land Development into compliance with all applicable Township ordinances and regulations or to further document the said submissions.

**NOW, THEREFORE**, in consideration of the above recitals and the covenants and in reliance thereon, the parties agree as follows:

1. Applicant hereby agrees to an extension of the time within which the Governing Body must render a decision and communicate its decision relative to the above mentioned plan of Subdivision/Land Development to the Applicant which extended time period shall expire the \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_ .
2. Applicant understands that Governing body is relying on the representation of Applicant and Applicant intends to be bound by the extension of time granted herein.

**IN WITNESS WHEREOF**, the parties intending to be legally bound have hereunto set their hands and seals the day and year first above written.

**Accepted by Applicant:**

BY: \_\_\_\_\_

Title

Date

**Accepted by Lower Paxton Township:**

BY:

Title

Date

\_\_\_\_\_, which

**EXHIBIT 6 FINANCIAL SECURITY  
AND PERFORMANCE BOND  
AGREEMENT**

**THIS** Financial Security and Performance Bond Agreement (hereinafter "Agreement") is entered into this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_ by and between **LOWER PAXTON TOWNSHIP**, acting by and through its governing body (hereinafter called "LPT") and \_\_\_\_\_ (hereinafter called "Developer").

**WHEREAS**, Developer has approved a land development or subdivision plan (hereinafter called "Plan") as such terms are defined in the Municipalities Planning Code, Act of July 31, 1968, P.L. 805, No. 247, as reenacted and amended, 53 P.S. Section 10101, et seq., (hereinafter the "MPC") designated as \_\_\_\_\_ (hereinafter called "Development") which was approved by LPT, conditioned on Developer providing the proper improvement guarantee; and

**WHEREAS**, the Developer in accordance with the approved Plan is required to install or have installed on its behalf certain improvements as more specifically described in Appendix "A" attached hereto (hereinafter called "Improvements"); and

**WHEREAS**, in accordance with the provisions of the MPC, in order to guarantee that the Improvements will be completed as described above, Developer has elected to provide financial security in the form of a performance bond sufficient to cover the cost of completing the Improvements, as determined by the submission to LPT of a cost estimate prepared and certified by Developer's professional engineer (licensed in the Commonwealth of Pennsylvania) to be a fair and reasonable estimate of the cost to complete the Improvements.

**NOW THEREFORE**, in consideration of the approval of the Plan by LPT, and the mutual promises contained herein, LPT and Developer agree as follows:

1. The total amount of the financial security required to be provided by Developer to guarantee the Improvements (hereinafter the "Security Amount"), shall be

amount the parties agree equals one hundred ten percent (110%) of the cost of completing the remaining Improvements.

2. Developer shall, forthwith upon execution of this Agreement by the Developer and LPT, deposit with LPT a performance bond (in form satisfactory to LPT) equal to the amount of the Security Amount, issued by \_\_\_\_\_ for the benefit of LPT in accordance with the provisions and purposes of this Agreement, in order to guarantee that the Improvements will be completed and installed in strict accordance with the Plan and all applicable ordinances of LPT and regulations of the Commonwealth of Pennsylvania, Department of Transportation.
3. \_\_\_\_\_ ■ (hereinafter called "Surety"), which is agreed to be a surety authorized to do business in the Commonwealth of Pennsylvania within the meaning of Section 509(d) of the MPC, 53 P.S. § 10509(d), shall provide the Performance Bond for the Security Amount in accordance with the terms of this Agreement.
4. In the event that Developer has not completed and installed all of the Improvements as hereby guaranteed within twelve (12) months from the date of this Agreement, or within such extended period of time as may hereafter be agreed upon in writing by LPT and Developer, LPT may present to Surety a demand for payment to LPT of funds not to exceed the Security Amount in order that LPT may make or cause the Improvements to be made.
5. All portions of the Performance Bond paid over to LPT by the Surety shall be used by LPT solely for the purpose of completing and installing the Improvements as herein guaranteed and for no other purpose. Any moneys paid to LPT from the Performance

Bond in excess of the actual and reasonable cost of completing the Improvements shall be refunded by LPT to Developer.

6. No funds paid from the Performance Bond to LPT shall in any way be construed as a loan to LPT nor, except as specifically provided herein, obligate LPT to repay such funds.
7. In the event that the Performance Bond is insufficient to cover the reasonable and actual cost of completing the Improvements, nothing herein shall be construed to limit the remedies available to LPT.
8. When the Improvements have been completed and installed as herein guaranteed, Developer shall provide a notice of completion to LPT and the LPT Engineer as provided by Section 509® of the MPC, 53 P.S. §10509®. LPT shall, within the time limits prescribed by Section 509(j) of the MPC, 53 P.S. §10509®, provide to Developer written notification of LPT's approval or rejection of the Improvements,
9. From time to time as work on the Improvements proceeds, Developer may make written requests to LPT, pursuant to Section 509® of the MPC, 53 P.S. §10509(3), for release of portions of the Performance Bond. LPT shall, within the time limits prescribed by Section 509® of the MPC, 53 P.S. §10509®, provide to Developer written notification of the amount LPT has authorized to be released from the Performance Bond pursuant to Developer's request.
10. In no event shall the Surety's liability to any party pursuant to this Agreement exceed the Performance Bond in force. Surety shall not incur any liability whatsoever for acts taken or omitted in good faith reliance upon any instrument or document reasonably believed by Surety to be genuine, to be truthful, to have been signed or presented by a
11. LPT shall in its sole discretion determine whether the Improvements are constructed and installed in strict accordance with the Plan and the aforesaid ordinances and regulations.
12. Upon completion of the Improvements and as a condition precedent to acceptance by LPT the Developer, at its expense, agrees to:
  - a. tender to LPT a Legal Description and drawing for the proposed right-of-way for the Improvements; and

- b. shall submit to LPT an affidavit, Waiver of Mechanics Liens, or such other satisfactory evidence as LPT may require, that all labor, material, rentals, contractors, and subcontractors used, supplied, furnished, or employed in the construction of the Improvements have been paid.
13. Developer shall upon the final and full completion of the Improvements and/or part thereof as herein set forth, guarantee the work, material, construction, and installation performed pursuant to this Agreement, and shall remedy, without cost to LPT, any defects which may develop therein during a period of eighteen months from the date of completion and acceptance of the work performed hereunder, and shall deliver or cause to be delivered to LPT, maintenance security in the amount of fifteen percent (15%) of the actual cost for the installation of the Improvements for a period of eighteen (18) months, in accordance with Section 509(k) of the MPC, 53 P.S. §10509(k), in form satisfactory to LPT and in compliance with LPT's requirements for the acceptance of the foregoing Improvements by LPT.
14. In the event of default by the Developer, the Developer shall, in addition to all damages available to LPT, at law or in equity, be liable for any and all attorneys fees, costs, and other similar charges incurred by LPT in completing or securing completion of the Improvements,
15. This Agreement is executed in and shall be construed in accordance with the laws of the Commonwealth of Pennsylvania and shall be binding upon and inure to the benefits of the parties hereto, and their heirs, representative, successors, and assigns.
16. Neither this Agreement nor the obligations of the parties set forth herein shall be modified or changed except by written agreement executed by all parties hereto.
17. Each person whose signature appears below represents that he or she has been duly authorized in accordance with law to execute this Agreement with legally binding effect, in conformity with the Uniform Written Obligation Act of 1927, upon the party represented.

**FOR LOWER PAXTON TOWNSHIP**

ATTEST:

\_\_\_\_\_ . By \_\_\_\_\_

Chairman

**FOR** \_\_\_\_\_

ATTEST:

By \_\_\_\_\_

**FOR**

ATTEST:

**EXHIBIT 6  
FINANCIAL SECURITY AND ESCROW  
AGREEMENT WITH TOWNSHIP AS ESCROW  
AGENT**

**THIS** Financial Security and Escrow Agreement (hereinafter "Agreement") is entered into this \_\_\_ day of \_\_\_\_\_ 20 \_\_ by and between **LOWER PAXTON TOWNSHIP**, acting through its governing body (hereinafter called "LPT") and \_\_\_\_\_ (hereinafter called "Developer") and **LOWER PAXTON TOWNSHIP** (hereinafter called "Escrow Agent").

**WHEREAS**, Developer has an approved land development or subdivision plan (hereinafter called "Plan") as such terms are defined in the Municipalities Planning Code, Act of July 31, 1968, P.L. 805, No. 247, as reenacted and amended, 53 P.S. §10101, et seq., (hereinafter the "MPC")

designated as ' \_\_\_\_\_ (hereinafter called "Development") which was approved by LPT, conditioned on Developer providing the proper improvement guarantee; and

**WHEREAS**, the Developer in accordance with the approved Plan is required to install or have installed on its behalf certain improvements as more specifically described in Appendix "A" attached hereto (hereinafter called "Improvements"); and

**WHEREAS**, in accordance with the provisions of the MPC, and in order to guarantee that the Improvements will be completed as described above, Developer has elected to provide financial security in the form of funds deposited in escrow sufficient to cover the cost of

completing the Improvements, as determined by the submission to LPT of a cost estimate prepared and certified by Developer's professional engineer (licensed in the Commonwealth of Pennsylvania) to be a fair and reasonable estimate of the cost to complete the Improvements.

**NOW THEREFORE**, in consideration of the approval of Plan by LPT, and the mutual promises contained herein, LPT and Developer agree as follows:

1. The total amount of the financial security required to be provided by Developer to guarantee the Improvements (hereinafter the "Security Amount"), shall be \_\_\_\_\_, which amount the parties agree equals one hundred ten percent (110%) of the cost of completing the remaining Improvements.
2. Developer shall, forthwith upon execution of this Agreement by the Developer and LPT, deposit with **LOWER PAXTON TOWNSHIP** funds equal to the amount of the Security Amount, which funds shall be held by **LOWER PAXTON TOWNSHIP** for the benefit of LPT, in accordance with the provisions and purposes of this Agreement, in order to guarantee that the Improvements will be completed and installed in strict accordance with the Plan and all applicable ordinances of LPT and regulations of the Commonwealth of Pennsylvania, Department of Transportation. Said Escrow Agreement shall automatically renew from any expiration date, unless written notice of termination is provided to LPT within thirty (30) calendar days of the expiration date.
3. Escrow Agent, which is agreed to be a duly chartered and acceptable lending institution within the meaning of Section 509(c),(d) of the MPC, 53 P.S. §10509(c),(d), shall act as Escrow Agent for the deposit of the Security Amount in accordance with the terms of this Agreement.
4. By execution of this Agreement by the Escrow Agent, the Escrow Agent acknowledges that it is, as provided by this Agreement, holding funds deposited by Developer equal to the amount of the Security Amount.
5. The principal amount of the funds so deposited by Developer (hereinafter the "Escrow Fund") shall be held by the Escrow Agent in an account bearing such interest as may be separately agreed upon by Developer and Escrow Agent. Any interest earned thereon shall be credited to

and considered to be the sole property of Developer, and shall, upon release or payment of any part of the Escrow Fund in accordance with this Agreement, be paid only to Developer. If agreed upon by Developer and the Escrow Agent, the Escrow Fund may be commingled in a single restricted account with other funds deposited by the Developer for like purposes; provided however, that the Escrow Fund, and any payments therefrom shall be separately accounted for, and no such other funds nor interest earned thereon shall be considered to form a part of the Escrow Fund nor be subject to payment, release or other remedies pursuant to the terms of this Agreement.

6. In the event that Developer has not completed and installed all of the Improvements as hereby guaranteed within twelve (12) months from the date of this Agreement, or within such extended period of time as may hereafter be agreed upon in writing by LPT and Developer, LPT may present to Escrow Agent a demand for payment containing a verified certification by the LPT Engineer of the estimated cost of completing the remaining improvements not yet installed by Developer. Upon presentation of said demand for payment, the Escrow Agent shall pay over to LPT such remaining portion of the Escrow Fund as does not exceed the estimated cost of completion set forth in the demand for payment.
7. If the party posting the financial security requires more than one year from the date of posting of the financial security to complete the required improvements, the amount of financial security may be increased by an additional 10% for each one-year period beyond the first anniversary date from posting of financial security or to an amount not exceeding 110% of the cost of completing the required improvements as reestablished on or about the expiration of the preceding one-year period by using the above bidding procedure.
8. All portions of the Escrow Fund paid over to LPT by the Escrow Agent shall be used by LPT solely for the purpose of completing and installing the Improvements as herein guaranteed and for no other purpose. Any moneys paid to LPT from the Escrow Fund in excess of the actual and reasonable cost of completing the Improvements shall be refunded by LPT to Developer.
9. No funds paid from the Escrow Fund to LPT shall in any way be construed as a loan to LPT nor, except as specifically provided herein, obligate LPT to repay such funds,

10. In the event that the Escrow Fund is insufficient to cover the reasonable and actual cost of completing the Improvements, nothing herein shall be construed to limit the remedies available to LPT.
11. When the Improvements have been completed and installed as herein guaranteed, Developer shall provide a notice of completion to LPT and the LPT Engineer as provided by Section 5090\*) of the MPC, 53 P.S. §105090). LPT shall, within the time limits prescribed by Section 5090") *of* the MPC, 53 P.S. §105090), provide to Developer and the Escrow Agent written notification of LPT's approval or rejection of the Improvements.
12. Upon receipt by the Escrow Agent of LPT's notification that the Improvements have been approved, or, in the absence of such notification, upon presentment by the Developer of evidence demonstrating that LPT has not notified the Developer of either approval or rejection within forty-five (45) days of the Developer's notice of completion, the Escrow Agent shall release and pay to Developer the entire Escrow Fund or any remaining portions thereof, plus any interest earned thereon since the time of deposit.
13. From time to time as work on the Improvements proceeds, Developer may make written requests to LPT, pursuant to Section 509(j)> 53 P.S. §10509(j), for release and payment to Developer of portions of the Escrow Fund. LPT shall, within the time limits prescribed by 53 P.S. §10509(j), provide to Developer and the Escrow Agent written notification of the amount LPT has authorized to be released from the Escrow Fund pursuant to Developer's request. Upon receipt of such notification from LPT, the Escrow Agent shall release and pay to Developer from the Escrow Fund the amount so authorized. In the absence of such notification, and upon presentment to the Escrow Agent by Developer of evidence demonstrating that LPT has failed to act upon such request within forty-five (45) days of the making thereof, the Escrow Agent shall release and pay to Developer from the Escrow Fund the amount specified in the request.
14. All payments from the Escrow Fund required by the provisions of this Agreement shall be made by the Escrow Agent within five (5) working days from the Escrow Agent's receipt of the necessary demand, notification or evidence. In the event that the Escrow Agent fails or

refuses to pay amounts from the Escrow Fund to any party hereto as required by this Agreement, the Escrow Agent shall, in addition to all damages or other relief available at law or in equity, be liable for and pay to the party entitled to payment any and all costs incurred by said party in obtaining payment, including a reasonable attorney's fee, together with interest upon the unpaid amount at the rate of eighteen percent (18%) per annum.

15. In no event shall the Escrow Agent's liability to any party pursuant to this Agreement exceed the original Escrow Amount and any interest earned thereon, less the amount of any payments made from the Escrow Fund pursuant to the provisions of this

Agreement, plus such interest and costs as are made recoverable by paragraph 13 above. Escrow Agent shall not incur any liability whatsoever for acts taken or omitted in good faith reliance upon any instrument or document reasonably believed by Escrow Agent to be genuine, to be truthful, to have been signed or presented by a proper person, and to conform with the provisions of this Agreement.

16. LPT shall in its sole discretion determine whether the Improvements are constructed and installed in strict accordance with the Plan and the aforesaid ordinances and regulations.

17. Upon completion of the Improvements, and as a condition precedent to the acceptance of the Improvements by LPT, the Developer, at its expense, agrees to:

- a. tender to LPT a Legal Description and drawing for the proposed right-of-way for the Improvements; and
- b. submit to LPT an affidavit, Waiver of Mechanics Liens, or such other satisfactory evidence as LPT may require, that all labor, material, rentals, contractors, and subcontractors used, supplied, furnished, or employed in the construction of the Improvements have been paid.

18. Developer shall upon the final and full completion of the Improvements and/or part thereof as herein set forth, guarantee the work, material, construction, and installation performed pursuant to this Agreement, and shall remedy, without cost to LPT, any defects which may develop therein during a period of eighteen (18) months from the date of completion and acceptance of the work performed hereunder, and shall deliver

or cause to be delivered to LPT, maintenance security in the amount of fifteen percent (15%) of the actual cost for the installation of the Improvements for a term of eighteen

(18) months, in accordance with Section 509(k) of the MPC, 53 P.S. §10509(k), in form satisfactory to LPT and in compliance with LPT's requirements for the acceptance of the foregoing Improvements by LPT.

19. In the event of default by the Developer, the Developer shall, in addition to all damages available to LPT, at law or in equity, be liable for any and all attorneys fees, costs, and other similar charges incurred by LPT in completing or securing completion of the Improvements.

20. This Agreement is executed in and shall be construed in accordance with the laws of the Commonwealth of Pennsylvania and shall be binding upon and inure to the benefits of the parties hereto, and their heirs, representative, successors, and assigns.

21. Neither this Agreement nor the obligations of the parties set forth herein shall be modified or changed except by written agreement executed by all parties hereto.

22. Each person whose signature appears below represents that he or she has been duly authorized in accordance with law to execute this Agreement with legally binding effect, in conformity with the Uniform Written Obligation Act of 1927, upon the party represented.

**FOR LOWER PAXTON TOWNSHIP**

ATTEST:

\_\_\_\_\_ By \_\_\_\_\_ ; \_\_\_\_\_  
Chairman

**FOR**

ATTEST:

**EXHIBIT 6  
FINANCIAL SECURITY AND ESCROW AGREEMENT  
WITH THIRD PARTY AS ESCROW AGENT**

**THIS** Financial Security and Escrow Agreement (hereinafter "Agreement") is entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ , by and between **LOWER PAXTON TOWNSHIP,**

acting through its governing body (hereinafter called "LPT") and  
\_\_\_\_\_ (hereinafter called "Developer") and  
\_\_\_\_\_ (hereinafter called "Escrow Agent").

**WHEREAS,** Developer has an approved land development or subdivision plan (hereinafter called "Plan") as such terms are defined in the Municipalities Planning Code, Act of July 31, 1968, PL. 805, No. 247, as reenacted and amended, 53 P.S. §10101, et seq., (hereinafter the "MPC")

designated as \_\_\_\_\_ (hereinafter called "Development") which was approved by LPT, conditioned on Developer providing the proper improvement guarantee; and

**WHEREAS,** the Developer in accordance with the approved Plan is required to install or have installed on its behalf certain improvements as more specifically described in Appendix "A" attached hereto (hereinafter called "Improvements"); and

**WHEREAS,** in accordance with the provisions of the MPC, and in order to guarantee that the Improvements will be completed as described above, Developer has elected to provide financial security in the form of funds deposited in escrow sufficient to cover the cost of completing the Improvements, as determined by the submission to LPT of a cost estimate prepared and certified by Developer's professional engineer (licensed in the Commonwealth of Pennsylvania) to be a fair and reasonable estimate of the cost to complete the Improvements.

**NOW THEREFORE,** in consideration of the approval of Plan by LPT, and the mutual promises contained herein, LPT and Developer agree as follows:

1. The total amount of the financial security required to be provided by Developer to guarantee the Improvements (hereinafter the "Security Amount"), shall be

hundred ten percent (110%) of the cost of completing the remaining Improvements.

Developer shall, forthwith upon execution of this Agreement by the Developer and LPT, deposit with \_\_\_\_\_ funds equal to the amount of the Security Amount, which funds shall be held by \_\_\_\_\_ for the benefit of LPT, in accordance with the provisions and purposes of this Agreement, in order to guarantee that the Improvements will be completed and installed in strict accordance with the Plan and all applicable ordinances of LPT and regulations of the Commonwealth of Pennsylvania, Department of Transportation.

Escrow Agent, which is agreed to be a duly chartered and acceptable lending institution within the meaning of Section 509(c),(d) of the MPC, 53 P.S. §10509(c),(d), shall act as Escrow Agent for the deposit of the Security Amount in accordance with the terms of this Agreement.

By execution of this Agreement by the Escrow Agent, the Escrow Agent acknowledges that it is, as provided by this Agreement, holding funds deposited by Developer equal to the amount of the Security Amount.

The principal amount of the funds so deposited by Developer (hereinafter the "Escrow Fund") shall be held by the Escrow Agent in an account bearing such interest as may be separately agreed upon by Developer and Escrow Agent. Any interest earned thereon shall be credited to and considered to be the sole property of Developer, and shall, upon release or payment of any part of the Escrow Fund in accordance with this Agreement, be paid only to Developer. If agreed upon by Developer and the Escrow Agent, the Escrow Fund may be commingled in a single restricted account with other funds

deposited by the Developer for like purposes; provided however, that the Escrow Fund, and any payments therefrom shall be separately accounted for, and no such other funds nor interest earned thereon shall be considered to form a part of the

\_\_\_\_\_ , which amount the parties agree equals one

Escrow Fund nor be subject to payment, release or other remedies pursuant to the terms of this Agreement.

6. In the event that Developer has not completed and installed all of the Improvements as hereby guaranteed within twelve (12) months from the date of this Agreement, or within such extended period of time as may hereafter be agreed upon in writing by LPT and Developer, LPT may present to Escrow Agent a demand for payment containing a verified certification by the LPT Engineer of the estimated cost of completing the remaining Improvements not yet installed by Developer, Upon presentation of said demand for payment, the Escrow Agent shall pay over to LPT such remaining portion of the Escrow Fund as does not exceed the estimated cost of completion set forth in the demand for payment.
7. All portions of the Escrow Fund paid over to LPT by the Escrow Agent shall be used by LPT solely for the purpose of completing and installing the Improvements as herein guaranteed and for no other purpose. Any moneys paid to LPT from the Escrow Fund in excess of the actual and reasonable cost of completing the Improvements shall be refunded by LPT to Developer.
8. No funds paid from the Escrow Fund to LPT shall in any way be construed as a loan to LPT nor, except as specifically provided herein, obligate LPT to repay such funds.
9. In the event that the Escrow Fund is insufficient to cover the reasonable and actual cost of completing the Improvements, nothing herein shall be construed to limit the remedies available to LPT.
10. When the Improvements have been completed and installed as herein guaranteed, Developer shall provide a notice of completion to LPT and the LPT Engineer as provided by Section 509Q) of the MPC, 53 P.S. §10509®. LPT shall, within the time limits prescribed by Section 509® of the MPC, 53 P.S. §10509®, provide to Developer and the Escrow Agent written notification of LPT's approval or rejection of the Improvements.

11. Upon receipt by the Escrow Agent of LPT's notification that the Improvements have been approved, or, in the absence of such notification, upon presentment by the Developer of evidence demonstrating that LPT has not notified the Developer of either approval or rejection within forty-five (45) days of the Developer's notice of completion, the Escrow Agent shall release and pay to Developer the entire Escrow Fund or any remaining portions thereof, plus any interest earned thereon since the time of deposit.
12. From time to time as work on the Improvements proceeds, Developer may make written requests to LPT, pursuant to Section 509®, 53 P.S. §10509®, for release and payment to Developer of portions of the Escrow Fund. LPT shall, within the time limits prescribed by 53 P.S. §10509®, provide to Developer and the Escrow Agent written notification of the amount LPT has authorized to be released from the Escrow Fund pursuant to Developer's request. Upon receipt of such notification from LPT, the Escrow Agent shall release and pay to Developer from the Escrow Fund the amount so authorized. In the absence of such notification, and upon presentment to the Escrow Agent by Developer of evidence demonstrating that LPT has failed to act upon such request within forty-five (45) days of the making thereof, the Escrow Agent shall
13. All payments from the Escrow Fund required by the provisions of this Agreement shall be made by the Escrow Agent within five (5) working days from the Escrow Agent's receipt of the necessary demand, notification or evidence. In the event that the Escrow Agent fails or refuses to pay amounts from the Escrow Fund to any party hereto as required by this Agreement, the Escrow Agent shall, in addition to all damages or other relief available at law or in equity, be liable for and pay to the party entitled to payment any and all costs incurred by said party in obtaining payment, including a reasonable attorney's fee, together with interest upon the unpaid amount at the rate of eighteen percent (18%) per annum.
14. In no event shall the Escrow Agent's liability to any party pursuant to this Agreement exceed the original Escrow Amount and any interest earned thereon, less the amount of

\_\_\_\_\_ , which amount the parties agree equals one

15. LPT shall in its sole discretion determine whether the Improvements are constructed and installed in strict accordance with the Plan and the aforesaid ordinances and regulations.
16. Upon completion of the Improvements, and as a condition precedent to the acceptance of the Improvements by LPT, the Developer, at its expense, agrees to:
  - a. tender to LPT a Legal Description and drawing for the proposed right-of-way for the Improvements; and
  - b. submit to LPT an affidavit, Waiver of Mechanics Liens, or such other satisfactory evidence as LPT may require, that all labor, material, rentals, contractors, and subcontractors used, supplied, furnished, or employed in the construction of the Improvements have been paid.
17. Developer shall upon the final and full completion of the Improvements and/or part thereof as herein set forth, guarantee the work, material, construction, and installation performed pursuant to this Agreement, and shall remedy, without cost to LPT, any defects which may develop therein during a period of eighteen (18) months from the date of completion and acceptance of the work performed hereunder, and shall deliver or cause to be delivered to LPT, maintenance security in the amount of fifteen percent (15%) of the actual cost for the installation of the Improvements for a term of eighteen (18) months, in accordance with Section 509(k) of the MPC, 53 P.S. §10509(k), in form satisfactory to LPT and in compliance with LPT's requirements for the acceptance of the foregoing Improvements by LPT.

release and pay to Developer from the Escrow Fund the amount specified in the request.

18. In the event of default by the Developer, the Developer shall, in addition to all damages available to LPT, at law or in equity, be liable for any and all attorneys fees, costs, and other similar charges incurred by LPT in completing or securing completion of the Improvements.

19. This Agreement is executed in and shall be construed in accordance with the laws of the Commonwealth of Pennsylvania and shall be binding upon and inure to the benefits of the parties hereto, and their heirs, representative, successors, and assigns.

20. Neither this Agreement nor the obligations of the parties set forth herein shall be modified or changed except by written agreement executed by all parties hereto.

21. Each person whose signature appears below represents that he or she has been duly authorized in accordance with law to execute this Agreement with legally binding effect, in conformity with the Uniform Written Obligation Act of 1927, upon the party represented.

**FOR LOWER PAXTON TOWNSHIP**

ATTEST:

By  
Chairman

**FOR**

ATTEST:

By

**FOR**

ATTEST:

**EXHIBIT 7 FINANCIAL SECURITY AND  
IRREVOCABLE LETTER OF CREDIT  
AGREEMENT**

**THIS** Financial Security and Irrevocable Letter of Credit Agreement (hereinafter "Agreement") is entered into this \_\_\_ day of \_\_\_\_\_, 20 \_\_\_ by and between Lower Paxton Township, acting through its governing body (hereinafter called "LPT") and \_\_\_\_\_ (hereinafter called "Developer").

**WHEREAS**, Developer has an approved land development or subdivision plan (hereinafter called "Plan") as such terms are defined in the Municipalities Planning Code, Act of July 31, 1968, P.L. 805, No. 247, as reenacted and amended, 53 P.S. Section 10101, et seq., (hereinafter the "MPC") designated as \_\_\_\_\_^(hereinafter called "Development") which was approved by LPT conditioned on Developer providing the proper improvement guarantee; and

**WHEREAS**, the Developer in accordance with the approved Plan is required to install or have installed on its behalf certain improvements as more specifically described in Appendix "A" attached hereto (hereinafter called "Improvements"); and

**WHEREAS**, in accordance with the provisions of the MPC and in order to guarantee that the Improvements shall be completed as described above, Developer has elected to provide financial security in the form of an irrevocable Letter of Credit sufficient to cover the cost of the Improvements, as determined by the submission to LPT of a cost estimate prepared and certified by Developer's professional engineer (licensed in the Commonwealth of Pennsylvania) to be a fair and reasonable estimate of the cost to complete the Improvements.

**NOW THEREFORE**, in consideration of the approval of the Plan by LPT, and the mutual promises contained herein, LPT and Developer agree as follows:

1. The total amount of the financial security required to be provided by Developer to

guarantee the Improvements (hereinafter the "Security Amount"), shall be

\_\_\_\_\_, which amount the parties agree equal one hundred ten percent (110%) of the cost of completing the remaining Improvements.

Developer shall, forthwith upon execution of this Agreement by the Developer and LPT, deposit with LPT an irrevocable Letter of Credit (hereinafter "Letter of Credit") (in form satisfactory to LPT) equal to the amount of the Security Amount, issued by \_\_\_\_\_ for the benefit of LPT in accordance with the provisions and purposes of this Agreement, in order to guarantee that the Improvements shall be completed and installed in accordance with the Plan and all applicable ordinances of LPT and regulations of the Commonwealth of Pennsylvania, Department of Transportation. Said Letter of Credit shall automatically renew from any expiration date, unless written notice of termination is provided to LPT within thirty (30) calendar days of the expiration date.

\_\_\_\_\_ (hereinafter called "Issuer"), which is agreed to be a duly chartered and acceptable lending institution within the meaning of Section 509(c), (d) of the MPC, 53 P.S. § 10509(c), (d) shall provide the Letter of Credit for the Security Amount in accordance with the terms of this Agreement.

In the event that Developer has not completed and installed all of the Improvements as hereby guaranteed within twelve (12) months from the date of this Agreement, or within such extended period of time as may hereafter be agreed upon in writing by LPT and Developer, LPT may present to Issuer a demand for payment by sight draft to LPT of funds not to exceed the Security Amount in order that LPT may make or cause the

5. All portions of the Letter of Credit paid over to LPT by the Issuer shall be used by LPT solely for the purpose of completing and installing the Improvements as herein guaranteed and for no other purpose. Any moneys paid to LPT from the

guarantee the Improvements (hereinafter the "Security Amount"), shall be

Letter of Credit in excess of the actual and reasonable cost of completing the Improvements shall be refunded by LPT to Developer.

6. No funds paid from the Letter of Credit to LPT shall in any way be construed as a loan to LPT, nor, except as specifically provided herein, obligate LPT to repay such funds.
7. If the party posting the financial security requires more than one year from the date of posting of the financial security to complete the required improvements, the amount of financial security may be increased by an additional 10% for each one-year period beyond the first anniversary date from posting of financial security or to an amount not exceeding 110% of the cost of completing the required improvements as reestablished on or about the expiration of the preceding one-year period by using the above bidding procedure.
8. In the event that the Letter of Credit is insufficient to cover the reasonable and actual cost of completing the Improvements, nothing herein shall be construed to limit the remedies available to LPT.
9. When the Improvements have been completed and installed as herein guaranteed, Developer shall provide a notice of completion to LPT and the LPT Engineer as provided by Section 509© of the MPC, 53 P.S. §10509®. LPT shall, within the time limits prescribed by Section 5090) of the MPC, 53 P.S. §10509®, provide to Developer written notification of LPT's approval or rejection of the hprovements.
10. From time to time as work on the Improvements proceeds, Developer may make written requests to LPT, pursuant to Section 509(j) of the MPC, 53 P.S. §105090), for release of portions of the Letter of Credit, LPT shall, within the time limits prescribed by Section 5090) of the MPC, 53 P.S. §105090), provide to Developer written notification of the amount LPT has authorized to be released from the Letter of Credit pursuant to Developer's request.

11. In no event shall the Issuer's liability to any party pursuant to this Agreement exceed the Letter of Credit in force. Issuer shall not incur any liability whatsoever for acts taken or omitted in good faith reliance upon any instrument or document reasonably believed by Issuer to be genuine, to be truthful, to have been signed or presented by a proper person, and to conform with the provisions of this Agreement.
12. LPT shall in its sole discretion determine whether the Improvements are constructed and installed in accordance with the Plan and the aforesaid ordinances and regulations.
13. Upon completion of the Improvements, and as a condition precedent to the acceptance of the Improvements by LPT, the Developer, at its expense, agrees to:
  - a. tender to LPT a Legal Description and drawing for the proposed right-of-way for the Improvements; and
  - b. submit to LPT an affidavit, Waiver of Mechanics Liens or such other satisfactory evidence as LPT may require, that all labor, material, rentals, contractors and subcontractors used, supplied, furnished or employed in the construction of the Improvements have been paid.
14. Developer shall upon the final and full completion of the Improvements and/or part thereof as herein set forth, guarantee the work, material, construction, and installation performed pursuant to this Agreement, and shall remedy, without cost to LPT, any defects which may develop therein during a period of eighteen (18) months from the date of completion and acceptance of the work performed hereunder, and shall deliver or cause to be delivered to LPT, maintenance security in the amount of fifteen percent (15%) of the actual cost for the installation of the Improvements for a term of eighteen (18) months, in accordance with Section 509(k) of the MPC, 53 P.S. §10509(k), in a form satisfactory to LPT and in compliance with LPT's requirements for the acceptance of the foregoing Improvements by LPT.

15. In the event of default by the Developer, the Developer shall, in addition to all damages available to LPT, at law or in equity, be liable for any and all attorneys fees, costs, and other similar charges incurred by LPT in completing or securing completion of the Improvements.
16. This Agreement is executed in and shall be construed in accordance with the laws of the Commonwealth of Pennsylvania and shall be binding upon and inure to the benefits of the parties hereto, and their heirs, representatives, successors, and assigns.
17. Neither this Agreement nor the obligations of the parties set forth herein shall be modified or changed except by written agreement executed by all parties hereto.
18. Each person whose signature appears below represents that he or she has been duly authorized in accordance with law to execute this Agreement with legally binding effect, in conformity with the Uniform Written Obligation Act of 1927, upon the party represented.

By \_\_\_\_\_  
Chairman

**FOR** \_\_\_\_\_

By \_\_\_\_\_