

**Township of West Hanover
Development Agreement for S/LD**

DEVELOPMENT AGREEMENT FOR SUBDIVISION & LAND DEVELOPMENTS

THIS AGREEMENT, made and entered into this day of _____, 20___, by and between _____ (hereinafter the "Landowner"), and West Hanover Township, Dauphin County, Pennsylvania, (hereinafter "Township");

WHEREAS, Developer has applied, pursuant to the Township of West Hanover Subdivision and Land Development Ordinance, for approval of the following subdivision and land development plan (hereinafter referred to as the "Plan"):

Subdivision and Land Development Plan: _____

Prepared by _____ Twp ID # _____

Dated _____; Revised through _____ which Plan has been finally approved by formal action of Township Board of Supervisors on _____ which approval with conditions is attached hereto and marked Exhibit "A" and is incorporated herein; and

WHEREAS, Developer desires to obtain permits for the construction of buildings and other improvements as shown on the Plan and to present a portion of the said improvements to Township for dedication upon completion (hereinafter referred to as the "Dedicated Improvements"). The public improvements made the subject of this Agreement and the financial security posted by the Developer in compliance with Section 509 and 510 of the Pennsylvania Municipalities Planning Code (being, generally, all improvements designed to serve more than one building, unit, owner, lessee, or lot); are as follows:

NOW, THEREFORE, it is agreed as follows:

I. Improvements to be constructed by Developer

1. Developer will construct, or cause to be constructed, at its own expense and without any expense or cost to Township in strict conformity with the Plan and the Township's requirements and specifications as modified by the Plan approval, all improvements as shown on the Plan; the said improvements to include all improvements depicted on the Plan and designed to serve more than one dwelling unit or lot.
2. All improvements whether or not the same are to be dedicated to the Township shall be completed in a good and workmanlike manner in accordance with the Plan and specifications and must be inspected by the Township Engineer periodically as set forth in the schedule established by the Township Engineer.
3. Final inspection prior to dedication or prior to the issuance of use and occupancy permits for dwelling units and non-dwelling units served thereby; whichever shall first occur, shall be made by the Township Engineer, Zoning Officer or appropriate Township Official, which final inspections shall be requested in writing by Developer upon completion of said improvements.

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

2. No construction of improvements (e.g. footers, sanitary sewer, drainage, storm water management facilities, roads, sidewalks, public ped-paths, etc.) referred to herein, in connection with this project, shall be commenced until;

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- a. The Plan has been recorded according to law;
 - b. This Agreement is duly signed and delivered;
 - c. The Security Agreement is executed and funded in accordance with its terms;
 - d. All fees required by Ordinance, Resolution or Regulation of Township are paid (e.g. submission, engineering review fees, fee-in-lieu of park land dedication, legal, etc.); and
 - e. All other requirements of the Township Ordinance and Regulations have been met, and
 - f. All other agreements executed and/or contributions made as agreed to by the Developer;
 - g. Certified copies of permits issued by all other agencies having jurisdiction of the development or any aspect thereof, have been provided to the Township (e.g. PENNDOT HOP or Signal Permits, WHT Water and Sewer Authority, DEP, FEMA, Dauphin County Conservation District, Army Corps of Engineers, etc.).
3. Upon compliance with the previous Paragraph II (1) hereof, Developer may obtain Zoning and Building Permits for buildings and improvements within the aforesaid Project.

4. Obligations of Developer During Period of Construction

It shall be the obligation of Developer to arrange in advance with the Township Engineer for inspection of the work related to improvements and in accordance with the Inspection Schedule in conjunction with the work progress, and Developer shall pay the cost of such inspection in accordance with Section VII of this agreement.

5. Traffic Diversion, Road Excavation Permits, and Road Closures: Developer agrees to maintain all traffic diversion and control devices in accordance with PA Department of Transportation Publications Nos. 203 and/or 203A. With respect to road openings and excavations, it is the obligation of the Developer to apply for all Road Opening Permits and provide appropriate financial security for the excavation work in the Township right-of-way in accordance with the Township's Street Excavation Ordinance. In cases where road closure (short term or long term) may be necessary, the PA Second Class Township Code requires proper notification and action by the Board of Supervisors, and it shall be the obligation and responsibility of the Developer to notify the Township in advance in order to permit the Township to initiate formal road closure action prior to the road closure.
6. With respect to any undedicated portion of the internal road system, Developer shall be responsible for all snow removal, street cleaning and similar maintenance.
7. It shall be the obligation of Developer to be responsible for all costs for public fire hydrants and electricity charges and lease payments for street lighting facilities prior to the completion and dedication of any undedicated internal road system, or until the Township may properly assess the Developer and/or property owners for the fire hydrant and street light services in accordance with the Second Class Township Code. It shall be the obligation of Developer to pay for these expenses directly to the respective utility service provider or as may be billed by the Township.
8. Where drainage facilities are designed to be permanently installed on any lot, the Developer shall include said facilities as covenant running with the land whenever said lot is conveyed out of the Developer's title.
9. Developer shall, at all times, hold Township and Township Engineer harmless of any claims or suits, which any adjoining or neighboring property owners may bring on account of any conditions occurring on adjacent property,

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caused or alleged to be caused by conditions arising from the development of Developer's tract, such conditions including, but not limited to, drainage, stormwater, mud, dirt, or dust.

10. Developer agrees that it will comply fully with all Township Ordinances, Resolutions and Regulations in regard to the inspection of buildings and other improvements during the period of construction, including obtaining the required signatures of the inspectors on the placard(s) issued to the Developer. Developer agrees that it will obtain use and occupancy permits for all dwelling units and non-dwelling units prior to allowing said occupants to assume possession of the same. Developer further agrees that, in the event that Developer fails to comply with the provisions of this Agreement, Township may revoke all building permits previously issued and refuse to issue any additional building or occupancy or other permits and Developer will cease all construction within the Project until the Township requirements are met and that the Township may, additionally, avail itself or any other remedies allowed by law.
11. If Developer conveys individual lots from the plan after approval, or if Developer conveys a part of or the entire tract after approval, the terms of this Agreement shall bind all subsequent Grantees, and Developer hereby agrees to cause all of said terms to be incorporated in any deed of conveyance therefore. If Developer should violate any of the terms hereof at any time, Developer agrees that the Township may enforce the same by injunction proceedings in addition to any other appropriate legal action.
12. Developer shall and does release, indemnify, protect, and save harmless the Township and Township Engineer from all costs and expenses resulting from any and all loss of life or property, or injury or damage to any person or the property of any person, association of persons, or corporation including the parties hereto and their officers, agents and employees from and against any and all claims, demands, or actions for such loss, injury, or damage, in any manner arising out of, resulting from or connected with the conduct of progress of construction or installation or improvements under this Agreement; provided that Developer shall have received from the Township prompt written notice of any such claim, demand, or action after notification to the Township by the injured party. The Township shall permit the Developer to defend any such action and the Township shall cooperate in any such defense at the cost of the Developer.
13. Road Damages During Construction: With respect to road damages caused from construction, landscaping, excavation and development of the site, it is the obligation of the Developer to maintain safe road conditions and eliminate and correct any road or street damage and unsafe conditions from construction vehicles and other activities, in accordance Chapter 170 of the Township Code of Ordinances and the following:
 - a. Developer agrees to provide a map or diagram illustrating all routes for construction vehicles that will be accessing site during the development of the project.

14. Dedication

15. When the installation of the Dedicated Improvements described hereinabove and to be dedicated to the Township shall have been fully completed and approved by the Township Engineer and the Township Manager in accordance with the Pennsylvania Municipalities Planning Code, Act 247, and applicable Ordinances of the Township of West Hanover, Developer shall tender to the Township the following:
 - a. Deeds of Dedication, in customary form satisfactory to the Township Solicitor and Township Engineer dedicating said public improvements to the Township including but not limited to a legal description of the improvements to be dedicated and located within a public right-of-way and accompanying maps with metes and bounds delineated;
 - b. A certificate of title insurance or other proof of clear title satisfactory to the Township Solicitor; and

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- c. A maintenance bond with approved surety and in satisfactory form, if not previously furnished, or an escrow deposit of cash or securities, or an approved letter of credit from a reputable lending institution in the amount of fifteen (15%) percent of the cost of the improvements for a further period of eighteen (18) months in accordance with Article VI below.

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

- a. Township shall have received from Developer all sums due and owing as security deposits, fees, reimbursement, or otherwise under the provisions of this Agreement.
- b. All documents required by Paragraph II (1) hereinabove shall have been prepared, executed and delivered in a form approved by the Township Solicitor.

17. Security Agreement for Construction of Improvements

The Security Agreement referred to in Article II hereof shall be completed and executed or, in the case of escrow funds, funds deposited with the Township, sufficient in amount to guarantee the performance of this Agreement and the installation of all Public Improvements whether or not they are to be dedicated, together with all administrative and inspection costs incurred by the Township. Preparation of the Security Agreement and/or escrow funds, or other means of financial security will be prepared in accordance with the Pennsylvania Municipalities Planning Code, Act 247, and provisions set forth in the West Hanover Township Subdivision and Land Development Ordinance.

18. Maintenance Guarantee of Improvements

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

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

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

VII. Payment of All Fees to the Township – Inspection Fee Escrow Account

Developer agrees to pay all review and inspection fees related to the installation and construction of improvements (public and private) as approved in the final plan. At the time the Developer submits an approved improvement guarantee, or prior to the recording of the final plan, the Developer shall establish with the Township an "inspection fee escrow account" in the amount of 2% of the total improvement guarantee amount, or an agreed upon amount for improvements to be installed. The

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inspection fee escrow account will be used to pay for all Township inspection engineering fees associated with the improvement guarantees, including fees associated with computations, spreadsheets, letters and coordination, which may be required by the Township or requested by the Developer during the course of installing and construction improvements. Should the inspection fee escrow account be fully depleted or lowered with significant remaining improvements yet to be installed, the Developer agrees to replenish this account within 15 days upon written request from the Township. The Developer agrees to pay all invoiced amounts directly, or the developer may permit the Township to deduct appropriate inspection charges from the established inspection fee escrow account. If the Developer has not paid invoiced inspection charges within thirty (30) days of the date of the invoice, the Developer agrees and permits the Township to deduct inspection fees from the inspection fee escrow account. Upon completion of all improvements and inspections related thereto, any funds remaining in the inspection fee escrow account shall be returned to the Developer.

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

ATTEST/WITNESS:

Developer/ Corporation/ Business:

By: _____

Sign : _____

Print Name:

Title:

COMMONWEALTH OF PENNSYLVANIA:

AND NOW this _____ day of _____, 20____, before me, a Notary Public, the undersigned officer, personally appeared _____
known to me or personally proven, to be the persons whose names are subscribed to the within instrument, and acknowledged that they executed the same for the purpose therein contained.

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

(SEAL)

Notary Public

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ATTEST:

WEST HANOVER TOWNSHIP

By: _____

Name: Brian K. Von Neida

Title: Zoning & Planning Administrator

By: _____

Name: Donald Steinmeier

Title: Secretary/Treasurer

ACKNOWLEDGMENT

COUNTY OF DAUPHIN:

COMMONWEALTH OF PENNSYLVANIA:

On this, the _____ day of _____, 20___, before me, a Notary Public, personally appeared Donald Steinmeier who acknowledged him/herself to be the Secretary/Treasurer, of WEST HANOVER TOWNSHIP BOARD OF SUPERVISORS, a Township of second class duly organized and existing under the laws of the Commonwealth of Pennsylvania, and that he/she being such officer, being authorized to do so, executed the foregoing instrument for the purpose therein contained by signing the name of the Township by him/herself as officer.

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

(SEAL)

Notary Public