

**NORTH STRABANE TOWNSHIP
LAND DEVELOPMENT AGREEMENT**

THIS AGREEMENT, made and concluded this _____day of_____,
20____ by and between:

The Township of North Strabane, a second class township with offices at
1929 Route 519-South, Canonsburg, PA 15317, hereinafter referred to as "Township"

A
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Hereinafter referred to as "Developers"

WITNESSETH,

WHEREAS, Developer has submitted a proposed subdivision plan/land
development plan (hereinafter referred to as "Plan"), for lands described in the Rider
attached hereto, to North Strabane Township for final approval; and

WHEREAS, the Plan as submitted contains certain municipal improvements
and/or certain property improvements, required by Township or the municipalities planning
code in conjunction with approval of the plan, and,

WHEREAS, Developer desires to obtain final approval of the plan prior to
completion of the improvements:

WHEREAS, Township will incur certain costs and expenses in conjunction
with the approval of said plan, and may incur certain costs and expenses to insure the
completion of the improvements; and,

NOW THEREFORE, in consideration of the aforesaid and the promises and
provisions contained herein and intending to be legally bound, it is hereby agreed as follows:

1. Developer shall build and/or install all municipal improvements,
property improvements and amenities as required for plan approval in accordance with

applicable Township specifications, authority specifications, municipalities planning code and/or plan approval in such a manner as to meet the written approval of the Township's engineer. The written approval of all required improvements by Township's engineer shall be an absolute pre-requisite to the improvements being considered completed in accordance with the terms of the Agreement.

2. Developer shall post a performance bond or other security in a form approved by Township's solicitor in an amount determined by the Township's engineer to guarantee installation of the required improvements. The condition of the security is such that Township shall only release the security upon receiving written approval by the Township engineer of the completion of the improvements.

Developer shall be responsible for the completion and inspection of the required improvements prior to the expiration date of the security. Developer hereby authorizes Township to declare the security forfeited in the event Township engineer's approval is not received prior to the expiration date of the security.

3. Developer shall notify Township in writing, sent to Township by certified mail that the required improvements are completed and request inspection of the improvements.

Developer, at the time of notification to Township that the required public/dedicated improvements are completed, shall forward a maintenance bond to Township for maintenance of all public improvements. The condition of the security shall be that the roadways and other municipal improvements shall be maintained for eighteen (18) months from the date of approval of the roads.

Any shrubs or other vegetation shall survive two (2) growing seasons and the Developer shall be perpetually responsible for the maintenance of the storm water control devices in accordance with the approved plan and Township ordinances.

The form of the security shall be approved by the Township solicitor and the amount of the security shall be in accordance with sections 304.1 and 304.2 of the Township's Subdivision and Land Development ordinance as approved by the Township's engineer.

4. Developer shall be perpetually liable for the maintenance and upkeep of the storm water management plan including any retention devices, culverts, swales, drainage pipes, spillways and discharge channels, as well as buffers, parking areas and/or

other parts of the plan. Developer's liability shall not extend to any devices within the adopted road right-of-way.

Developers shall note on the plan the following: "Developer(s), its (their) heirs, successors and assigns shall be liable for the perpetual maintenance and upkeep of the storm water management devices as shown on this plan in accordance with Township rules and regulations as modified."

5. Developer shall pay all costs reasonably incurred by Township for Engineering and legal fees for the review of the plan, inspection of the plan, approval of the plan and improvements. All fees shall be paid within ten (10) days of the date Township mails the statement for costs.

6. This agreement shall be binding upon the parties hereto their heirs, successors, administrators or assigns and shall be deemed a covenant running with the land.

7. The parties hereto warrant that they have the authority to enter into this agreement as evidenced by their signatures and seals set forth below.

IN WITNESS WHEREOF we have hereunto set our hands and official seals this _____ day of _____, 20____.

Attest:

By: North Strabane Township

Secretary

Chairman, Board of Supervisors

By: Land Developer
