

**LAND DEVELOPMENT IMPROVEMENT AGREEMENT**

THIS AGREEMENT between MOUNT HOLLY SPRINGS BOROUGH, of 200 Harman Street, Mount Holly Springs, Cumberland County, Pennsylvania, hereinafter referred to as

"Borough" and \_\_\_\_\_ of  
Name

\_\_\_\_\_, \_\_\_\_\_ County,  
Address County

Pennsylvania, a Pennsylvania \_\_\_\_\_, as developer, hereinafter  
Entity

collectively referred to as "Owner" entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ ;

W I T N E S S E T H:

WHEREAS, Owner acquired final approval to develop certain property located in Mount Holly Springs Borough being known as

\_\_\_\_\_, dated the \_\_\_\_ day of \_\_\_\_\_,

20\_\_ having a last revision date of \_\_\_\_\_, 20\_\_, which is more specifically described

in the final plans considered by the Mount Holly Springs Borough Planning Commission and

approved by the Mount Holly Springs Borough Council, with the condition that suitable security

for improvements be submitted to the Borough; and

WHEREAS, the applicable Ordinances of Mount Holly Springs Borough require security for public improvements; and

WHEREAS, the parties have agreed that this security may be supplied by Owner delivering to Borough an Irrevocable Standby Letter of Credit in the amount of

\_\_\_\_\_ (\$ \_\_\_\_\_) to

ensure completion of, among other things, infrastructure, stormwater management systems and

water and sewer, being issued by \_\_\_\_\_,

Name of Bank and Address

a copy of said Irrevocable Standby Letter of Credit being attached hereto, marked Exhibit "A" and incorporated herein by reference. The bonded amount has been determined in accordance with the following: (1) a letter memorandum of \_\_\_\_\_, Borough Engineer dated \_\_\_\_\_, 20\_\_, including the \_\_\_\_\_ page \_\_\_\_\_ estimate included therewith, and (2) letter of \_\_\_\_\_ Mount Holly Springs Borough Authority Engineer dated \_\_\_\_\_, 20\_\_, together with the \_\_\_\_\_ attached thereto. All memorandums and attachments are collectively marked as Exhibit "B" and incorporated herein.

Name of Estimator

Name of Development and the Estimate for Work

NOW THEREFORE, in consideration of the mutual promises herein set forth and intending to be legally bound, the parties agree as follows:

1. Owner shall proceed promptly to construct the improvements and shall pay for the same with its own funds. Owner will install all improvements in accordance with the plans and specifications submitted and approved, said improvements to include, but not necessarily be limited to the following: all improvements set forth and specified in the memorandums and letters being attached hereto, collectively marked Exhibit "B" and incorporated herein.

2. Construction shall be in accordance with laws, ordinances and regulations of the Commonwealth of Pennsylvania, Mount Holly Springs Borough, the Pennsylvania Department of Environmental Protection, the Mount Holly Springs Borough Authority, and all other appropriate political entities with respect to all improvements.

3. Owners shall give written notice five days in advance to Borough of the commencement of construction or installation of improvements. Said work will be commenced by Owner only upon written authorization of Borough.

4. Borough and Owner shall establish a schedule for inspection for work to be done. Borough and Owner agree that inspection shall be performed by the Borough Manager, Borough Engineer or other duly authorized representative of the Borough. Owner shall provide Borough with written notice concerning specific requests for inspection during completion of the work. The agreed-upon inspections must be completed and all problems, if any, resolved to the satisfaction of the Borough prior to the continuation of the work covered by this Agreement. Prior to approval and acceptance of any public improvements, Owner agrees to provide Borough with all required specifications and detailed "as built" plans for all said improvements.

5. Should Owner fail to perform its obligations under this Agreement, Borough may perform said work and bill the costs thereof from the Irrevocable Standby Letter of Credit No. # \_\_\_\_\_ or other security provided by the Owner to the Borough.

6. Owner shall complete all the improvements required under this agreement within \_\_\_\_\_ year(s) from the date hereof, and all improvements shall be paid for with the retention of 10 percent by Owner. Owner shall be responsible for supplying an additional or supplemental Irrevocable Standby Letter of Credit to secure this 10 percent hold back.

7. Further, upon final completion of the improvements and as a condition of acceptance by Borough of any dedicated improvement, Subdivider shall submit to the Borough an Affidavit, Waiver of Mechanics Liens or any other such evidence as the Borough may require that all labor, material, rental, contractors and subcontractors used, supplied, furnished or employed in the construction of such improvements have been paid. Owner shall make written application to Borough for the release of the remaining security from Mount Holly Springs Borough. Owner shall be responsible for obtaining an extension or renewal of the Irrevocable Standby Letter of Credit to remain in effect for an additional period of 18 months in an amount

equal to 15 percent of the actual cost of the improvements as a maintenance bond for assurance against any defects that become apparent during the 18-month period after the acceptance of the dedication of the municipal improvements. Nothing contained herein shall be deemed to limit the right of Owner who has supplied the Irrevocable Letter of Credit or any extension or renewal thereof from applying for a partial release pursuant to Section 509(j) of the Municipalities Planning Code and the Borough Subdivision and Land Development Ordinance or any other applicable Ordinance or Resolution.

8. Owner warrants it is the sole owner of the property in question, same being the real estate described by Deed dated \_\_\_\_\_ recorded on \_\_\_\_\_ in the Cumberland County Recorder of Deeds Office in Instrument Number \_\_\_\_\_ and that they have full authority to enter into this Agreement.

9. Owner agrees to reimburse Borough for all reasonable and fair inspection fees charged by the Borough Engineer and other fair and reasonable fees, including, but not necessarily being limited to, costs and attorney fees, incurred by the Borough in conjunction with this project. Said reimbursement shall be paid by Owner to Borough within 10 days of submission of itemized invoices by Borough to Owner.

10. Owner shall secure and maintain public liability insurance with limits of one million dollars per claim, one million dollars per accident naming Borough, its agents, employees or assigns as additional insured parties in order to protect and insure said parties against any and all liability with respect to the construction of the improvements contemplated by the terms of this Agreement and shall, simultaneously with the signing of this Agreement and thereafter upon the request of the Borough, furnish the Borough with a certificate of insurance evidencing

Owner's compliance with this requirement. A copy of the Public Liability Insurance Policy or Declaration Page thereof is attached hereto, marked as Exhibit "C" and incorporated herein.

11. Owner agrees that, in the event Owner breaches this Agreement or fails to perform satisfactorily under this Agreement, the Borough shall have the following remedies after 10 days' prior written notice thereof to the Owner; and if after such written notice the Owner has failed to cure or commenced to cure and proceed diligently therewith:

(a) Issue no further occupancy or building permits and revoke previously issued permits upon which substantial work has not been performed;

(b) Apply the collateral security to the costs to complete the improvements at then-current costs for same as estimated by the Borough Engineer before further building or construction may be done;

(c) Complete the work itself and collect the actual cost and reasonable expenses and fees (including attorney's fees) from Owner;

(d) Seek such other legal or equitable relief as may be available, including, but not limited to, injunctive measures;

(e) Seek monetary damages from Owner to the extent of the reasonable costs and damages as may be estimated by the Borough Engineer or other parties including in said damages any and all reasonable expenses and fees (including attorney's fees) for securing such monetary damages.

(f) Any or all of the above remedies may be employed by the Borough at its option.

12. This Agreement may not be assigned without the prior written consent of the Mount Holly Springs Borough Council.

13. This Agreement shall extend to and bind the Owner and their heirs, executors, administrators, successors, and assigns.

14. This Agreement may be executed in multiple counterparts which, taken together, shall constitute the final agreement of the parties.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed the day and year first above written.

WITNESS/ATTEST:

MOUNT HOLLY SPRINGS BOROUGH

\_\_\_\_\_  
Secretary

By \_\_\_\_\_  
President, Borough Council

WITNESS/ATTEST:

(Name of Owner)

\_\_\_\_\_

By \_\_\_\_\_

COMMONWEALTH OF PENNSYLVANIA :  
: SS.  
COUNTY OF CUMBERLAND :

On this, the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned officer, personally appeared \_\_\_\_\_, who acknowledged himself/herself to be the \_\_\_\_\_ of \_\_\_\_\_(entity)\_\_\_\_\_, (type of entity)\_\_\_\_\_, and that he/she as such \_\_\_\_\_, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself/herself as \_\_\_\_\_.

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

\_\_\_\_\_(SEAL)  
Notary Public

COMMONWEALTH OF PENNSYLVANIA :  
: SS.  
COUNTY OF CUMBERLAND :

On this, the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned officer, personally appeared \_\_\_\_\_, President of the Mount Holly Springs Borough Council known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained.

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

\_\_\_\_\_(SEAL)  
Notary Public



Exhibit "A"  
Irrevocable Standby Letter of Credit

Exhibit "B"  
Memorandums and Letters

Exhibit "C"  
Public Liability Insurance Policy or Declaration Page

Attention:

This document is merely a form created by the Borough to assist the developer in drafting a well-formatted land development agreement. It is the Developer's responsibility to be sure all blanks have been filled in and that the form is tailored to meet the specific needs or agreement of this project.

If the Developer deletes any portion of this form or creates substantial changes, the Developer is required to specify those changes by either providing a black-line copy for review that shows the edits made or proving a list of changes under separate cover letter.

Before this agreement can be approved, it must first be reviewed and approved by the Borough Solicitor. Therefore, once a draft has been prepared, it should be forwarded to the Solicitor for review.