

APPENDIX NO. 17

**NAME OF INSTITUTION
IRREVOCABLE UNCONDITIONAL LETTER OF CREDIT**

Letter of Credit No. _____ (1)

Dated: _____ (2)

Board of Supervisors
TOWNSHIP OF CLAY
870 Durlach Road
Stevens, PA 17578

Dear Board of Supervisors:

We hereby issue our irrevocable Letter of Credit in favor of the Township of Clay (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 _____ last dated _____ (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 of Clay Township) shall be duly honored if presented to us, at our office _____ (8), Pennsylvania, before _____ (9) (such date hereinafter referred to as the "expiration date").

2. 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 one hundred twenty (120) 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 870 Durlach Road, Stevens, PA 17578, that we elect not to renew this Letter of Credit.

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 percent (10%) 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.

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.

Except as otherwise provided herein, this Letter of Credit is subject to the Uniform Customs and Practice for Documentary Credits (1983 Revision), International Chamber of Commerce Publication No. 400, and the Uniform Commercial Code.

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)

EXHIBIT X

To: _____ (16)

We hereby demand payment to Township of Clay, Lancaster County, Pennsylvania, of the sum of \$ _____ , and certify that this demand is made because of the failure of _____ (17) to complete, and in order to enable us to complete, to our satisfaction, streets, sidewalks, storm water management facilities, sanitary sewers, water, curbs, and/or other improvements, and/or to pay any inspection or other fees and/or costs, and/or to make any capital contributions to the Township in accordance with related contractual agreements between the Township and _____ (18) in connection with the development know as

_____ (19).

TOWNSHIP OF CLAY

Lancaster County, Pennsylvania

By: _____

(Vice) Chair

Board of Supervisors

CLAY TOWNSHIP
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 estimated as of one hundred twenty (120) 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.
- (9) Expiration date of Letter of Credit (may not be less than one (1) year from the date of the Letter of Credit) and must be automatically renewing.
- (10) Same as No. 9 above.
- (11) This amount should not be less than ten percent (10%) 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 percent (20%) 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 the Letter of Credit.
- (14) Signature of officer of lending institution executing the Letter of Credit.
- (15) Printed name and title of officer executing the Letter of Credit.
- (16) Same as No. 13 above.
- (17) Same as No. 4 above.
- (18) Same as No. 4 above.
- (19) Same as No. 5 above.

APPENDIX NO. 18

STORM WATER MANAGEMENT AGREEMENT
AND DECLARATION OF EASEMENT

Prepared by and
Return to: _____

Parcel ID #: _____

STORM WATER MANAGEMENT AGREEMENT
AND DECLARATION OF EASEMENT

THIS AGREEMENT AND DECLARATION OF EASEMENT made this _____ day of _____, 201_, by and among the **TOWNSHIP OF CLAY**, Lancaster County, Pennsylvania, with its municipal office located at 870 Durlach Road, Stevens, Pennsylvania 17578 (hereinafter referred to as the **"Township"**), and _____, with a mailing address of _____, _____, Pennsylvania, _____ (hereinafter referred to as the **"Grantor"**).

BACKGROUND:

Grantor is the owner of the premises located in the Township of Clay, Lancaster County, Pennsylvania, as more specifically described in a Deed recorded in Record Book _____, Page _____, 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 Final Subdivision and Land Development Plan for _____ prepared by _____, last revised _____, 20__ (hereinafter referred to as the **"Final Plan"**).

Prior to beginning construction on any subdivision/land development, Grantor is required, under the Clay Township Subdivision and Land Development Ordinance and the Clay Township Storm Water Management Ordinance (hereinafter collectively referred to as the **"Ordinances"**), to file the Final Plan with the Clay Township Planning Commission and obtain approval of the Final Plan from the Township Board of Supervisors.

Pursuant to the Ordinances, Grantor's Final Plan must reflect and/or be accompanied with supporting documentation which identifies the ownership of, and the method of administering and maintaining, all permanent storm water management facilities. Sheet _____ of the Final Plan identifies Grantor's Storm Water Management and Erosion and Sediment Control Plan (hereinafter referred to as **"Storm Water Management Plan"**).

The purpose of this Agreement and Declaration of Easement is to describe the ownership and maintenance responsibilities for the storm water facilities which will be installed on the Premises and to impose the ownership and maintenance responsibilities upon Grantor, its successors and assigns and upon successor owners of the Premises and to set forth the rights of the Township.

NOW, THEREFORE, intending to be legally bound hereby and in consideration of receiving

approval of the Final Plan from the Board of Supervisors of Clay Township, and in consideration of receiving permits from the Township to develop the Premises, Grantor, for Grantor and the assigns and successors of Grantor, covenants and declares as follows:

1. The storm water facilities will be owned by Grantor, and thereafter by its successors and assigns.

2. All drainage courses, swales, storm water inlets, pipes, conduits, detention basins, retention basins, BMP facilities, infiltration facilities and other storm water management facilities shall be installed, constructed and maintained by Grantor, its successors and assigns, in a first-class condition in conformance with the Final Plan, as approved by the Board of Supervisors of Clay Township, and in a manner sufficient to meet or exceed the design standards and specifications set forth on the Final Plan and the minimum design and maintenance standards and requirements for BMP(s) set forth in the Ordinances.

3. Maintenance responsibilities shall include, but not be limited to, the following:

a. Liming and fertilizing vegetated channels and other areas according to the specifications in the "Erosion and Sedimentation Control Program Manual" (Pennsylvania Code Title 25, Chapter 102), latest revision.

b. Reestablishment of vegetation by seeding and mulching or sodding of scoured areas or areas where vegetation has not been successfully established.

c. Mowing as necessary to maintain adequate strands of grass and to control weeds. Chemical weed control may be used if federal, state and local laws and regulations are met.

d. Removal of silt from all permanent structures which trap silt or sediment in order to keep the material from building up in grass waterways, pipes, detention or retention basins, infiltration structures, BMPs and or facilities and thus reducing their capacity to convey storm water.

e. Regular inspection of the areas in question to assure proper implementation of BMPs and care.

f. Removal of silt from all permanent drainage structures, in particular BMPs, in order to maintain the design storage volumes. Regular programs shall be established and maintained. All pipes swales and detention facilities shall be kept free of any debris or other obstruction.

g. Maintenance of all facilities designed to improve water quality to insure that such facility function is in accordance with its design.

h. Repair any sinkholes, cavities, cracks or holes in any storm drainage pipes, and similar conditions which may develop within or adjacent to any storm water management facility or drainage easement and repairing of any sinkholes or cavities which may caused by the improper maintenance of or failure to maintain storm water management facilities.

i. Taking such other action as may be necessary in order to fully maintain and

continue as operational all storm water management facilities, pursuant to the Ordinances and the Final Plan.

4. a. The permanent storm water facilities to be constructed upon the Premises are as shown on the Final Plan and Storm water Management Plan. The foregoing notwithstanding, it shall be the obligation of the owner of any lot to perform "Customary Maintenance" with regard to the permanent storm water management facilities located upon such owner's lot.

b. "Customary Maintenance" shall include , but is not limited to, the removal of trash, mowing, proper planting of grass, trimming of trees and bushes, and related and similar activities.

c. If the storm water management plan includes earth disturbance in excess of one acre, the landowner shall inspect all BMP facilities on the following basis:

(i) At the conclusion of every ten (10) year or greater storm event occurring in the first three (3) years.

(ii) Once every three years thereafter.

(iii) During or immediately after the cessation of a 100-year or greater storm event.

The entity conducting the inspection shall submit a report to the Township regarding the condition of the BMPs and recommending repairs, if needed, and a schedule for completion of such repairs. The landowner shall implement all necessary repairs in accordance with the submitted schedule.

5. The permanent storm water facilities to be constructed upon the Premises, as shown on the Plan, shall be owned and maintained by the individual owner or owners of said lot.

6. Grantor, its successors and assigns, agree that the failure to maintain all drainage courses, swales, storm water inlets, pipes, conduits, detention basins, BMP facilities, infiltration facilities and other storm water management facilities in a first-class condition in conformance with this Agreement and the approved Plan shall constitute a nuisance and shall be abatable by the Township as such.

7. a. Grantor, its successors and assigns, authorize the Township, at any time and from time to time, by its authorized representatives, to enter upon the Premises to inspect the storm water management facilities.

b. The Township may require the Grantor, its successors or assigns, or any future owner or occupier of the Premises, or any part thereof, to take such corrective measures as the Township may deem reasonably necessary to bring the Premises into compliance with this Agreement and with the approved Final Plan.

8. a. Upon the failure of the applicable owner of the storm water facilities to comply with the terms of this Storm Water Management Agreement or upon the failure of the owner of the storm water management facilities to take corrective measures following thirty (30) days' notice from the Township, the Township, through its authorized representatives, may take such corrective measures as it deems reasonably necessary to bring the Premises into compliance with this Agreement and with the approved Final Plan Including but not limited to, the removal of any blockage or obstruction from drainage pipes, swales, detention basins and BMPs and/or the repair of any sinkholes or cavities which may be caused by the improper maintenance of storm water management facilities or BMPs and may charge the cost thereof to the owner of the storm water facilities, and in default of such payment, may cause a municipal lien to be imposed upon the Premises or any part thereof. Any municipal lien filed pursuant to this Agreement shall be in the amount of all costs incurred by the Township, plus a penalty of ten percent (10%) of such costs, plus the Township's reasonable attorneys' fees.

b. Additionally and alternatively, the Township may bring an action in the Courts of the Commonwealth to collect said costs, plus ten percent (10%), plus the Township's reasonable attorney's fees and costs of suit in pursuit thereof.

9. a. Grantor hereby imposes upon the Premises for the benefit of all present and future owners of the Premises or part of the Premises, the Township, and all other property owners affected by the storm water facilities, the perpetual nonexclusive right, privilege and easement for the draining of storm water in and through the drainage courses, swales, storm water inlets, pipes, conduits, detention basins, and other storm water facilities depicted on the approved Final Plan now or hereafter installed on or constructed upon the Premises, and, in addition, easements of access to the storm water facilities to perform inspections, maintenance and repair.

b. If ownership or maintenance responsibility of the storm water management facilities is assigned to a homeowners' association, condominium unit owners' association, or similar entity, the Township shall be notified. In the event such an association or entity, shall consent to and join in the Agreement and such association or entity fails to properly maintain the storm water management facilities, the Township shall have the same rights granted to municipalities with reference to maintenance of common open space under Section 705 of the Pennsylvania Municipalities Planning Code, Act of July 31, 1968, P.L. 805, No. 247, or any future amendment thereof, to maintain the storm water management facilities. Any association or entity hereinafter formed shall enter into an agreement with the Township recognizing its duties and the Township rights under this Agreement.

10. Grantor shall include a specific reference to this Agreement the requirement to implement BMPs and maintain BMP facilities in accordance with the minimum design standards and requirements for BMPs set forth in the Ordinance in any deed of conveyance for the Premises or any part thereof in substantially the following format: "Notice is given to Grantee that the Premises herein described are under and subject to a Storm Water Management Agreement and Declaration of Easement recorded in the Office of the Recorder of Deeds in and for Lancaster County, the terms of which are incorporated herein by reference, and that Grantee is responsible for maintenance of the facilities as described therein."

11. Grantor and Grantor's successors and assigns agree to indemnify the Township and all of its elected and appointed officials, agents and employees (hereinafter collectively referred to as the "Indemnitees") against and hold Indemnitees harmless from any and all liability, loss or

damage, including attorney's fees and cost of investigation and defense, as a result of claims, demands, costs or judgments against Indemnitees which arise as a result of the design, installation, construction or maintenance of the storm water facilities, including, but not limited to, fines and other penalties assessed against the Township by any State or Federal agencies having jurisdiction.

12. The Township's obligation associated with any Township-caused damage to the property shall be limited to the restoration of the same to its general character prior to access, and in no event shall the owner be allowed to recover any damages in excess of restoration costs from the Township.

13. a. The Township may, in addition to the remedies prescribed herein, proceed with any action at law or in equity to bring about compliance with the Ordinances and this Agreement.

b. Additionally and alternatively, the Township may bring an action in the Courts of the Commonwealth to collect said costs, plus ten percent (10%), plus the Township's reasonable attorney's fees and costs of suit in pursuit thereof.

14. Initial Grantor's liability under this Agreement shall cease at such time as (a) all storm water management facilities have been constructed in accordance with the specifications of the Clay Township Subdivision and Land Development Ordinance and the approved Final Plan; (b) the storm water management facilities have been inspected and approved by the Township engineer; (c) all financial security, including any maintenance security, posted by Grantor has been released by the Township; and (d) Grantor has transferred all lots to be created from the Premises to third parties. Notwithstanding the foregoing, Grantor's liability shall continue for any violations of this Agreement and Declaration of Easement which occurred during the time that Grantor owned the Premises or any lot created from the Premises or in the event the storm water management facilities were not completed, inspected or approved as set forth in Paragraph 2(a) through (h) herein.

15. a. Notwithstanding anything herein to the contrary, all storm water management facilities constructed within public rights-of-way of the Township shall be dedicated by Grantor to the Township and, upon acceptance of dedication, shall be maintained by the Township. The Township shall not be required to accept dedication of such storm water management facilities until such storm water management facilities have been constructed in accordance with the specifications of the Ordinances and the approved Final Plan, and the storm water management facilities have been inspected and approved by the Township engineer.

b. Any conveyance of storm water management facilities shall include fee simple title to them, together with a bill of sale for personalty or fixtures.

c. Additionally, title insurance shall be provided by Grantor to Township in a sum no less than the cost to create the improvements.

d. It shall be Grantor's responsibility at Grantor's sole expense to also supply the Deed and all other paperwork for purposes of facilitating the foregoing.

16. Grantor shall, upon completion of installation of the storm water management facilities, deposit financial security with the Township to secure the structural integrity of the storm water management facilities as well as the functioning of the storm water management facilities in accordance with the design and specifications of the approved plans and any modifications required by the Township. The financial security shall be in the amount of fifteen percent (15%) of the actual cost of installation of the storm water management facilities and shall have a term of not less than eighteen (18) months.

17. This Agreement and Declaration of Easement shall be binding upon the Grantor, and its successors and assigns and is intended to be recorded.

18. This Agreement and Declaration of Easement may be amended only by written instrument signed on behalf of Grantor or a successor to Grantor and the Township.

19. a. It is the intent of the parties to this Agreement that personal liability and maintenance obligations shall pass to subsequent title owners upon change in ownership of the Premises or any lot created from the Premises, and such subsequent owners shall assume all personal liability and maintenance obligations for the time period during which they hold title. Personal liability shall remain for all violations of this Agreement and Declaration of Easement, which occurred during the period in which an owner held title. Notwithstanding the foregoing, subsequent owners shall be responsible for all maintenance and restoration, even if violation of this Agreement occurred under prior owners.

b. This Agreement and Declaration of Easement shall be binding upon Grantor, the successors and assigns of Grantor, and all present and future owners of the Premises, or any part thereof, and is intended to be recorded in order to give notice to future owners of the Premises, or any part thereof, of their duties and responsibilities with respect to the storm water management facilities.

20. The holder of any mortgage or mortgages on the Premises shall join in and consent to the terms of this Agreement and, without limiting the foregoing, shall agree that the rights and privileges herein granted with respect to the Premises shall not be terminated or disturbed by reason of any foreclosure or other action which may be instituted by such mortgagee or mortgagees, its or their successors and assigns, as a result of any default under the mortgage or mortgages.

21. When the sense so required, words or any gender used in this Agreement and Declaration of Easement shall be held to include any other gender, and the words in the singular number shall be held to include the plural, and vice versa.

COMMONWEALTH OF PENNSYLVANIA)
) ss:
COUNTY OF LANCASTER)

ON THIS, the ____ day of _____, 201_, before me, the undersigned officer, personally appeared _____, who acknowledged himself to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledge that he/she/they executed the same for the purposes therein contained

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

Notary Public

APPENDIX NO. 19

**Prepared By and
Return To:** _____

Parcel ID # _____

DECLARATION OF CLEAR SIGHT EASEMENT - [NAME] TRACT

THIS DECLARATION OF CLEAR SIGHT TRIANGLE EASEMENT made as of the ____ day of _____ 201____, by [NAME] of [ADDRESS], Clay Township, Pennsylvania (hereinafter "Developer").

WITNESSETH:

A. Developer is the owner of a certain tract of land located on the [DIRECTION] side of [ROAD NAME] (T-###) and also [fronting] on U.S. Route ____ in Clay Township, Lancaster County, Pennsylvania as is referenced in a Deed recorded in the Recorder of Deeds' Office in and for Lancaster County in Deed Book _____ at Page ____ (hereinafter "Developer's Tract");

B. Developer is developing a certain portion of Developers Tract as is referenced on a Preliminary Land Development/Lot Add-On Plan, known as _____ Development prepared by _____ Engineering, bearing Plan No. _____, last draft dated _____, 200__ (hereinafter "Plan"); and

C. It is contemplated in Plan that, with the development of Developer's Tract and the contemplated widening of [ROAD NAME] Road and its intersection with Route ____ by Developer, additional clear sight distance will need to be established upon Developer's Tract at the intersection of [ROAD NAME] Road and Route ____ and at the new entrance to Developer's Tract.

D. It has been agreed that the clear sight easements as shown on Plan shall encumber Developer's Tract; and

E. It is the purpose of this Agreement for Developer to grant the clear sight easements as shown on Plan for purposes of facilitating safe vehicular access to [ROAD NAME] Road and Route ____.

NOW, THEREFORE, with the preceding background incorporated by reference and intending to be legally bound, Developer hereby creates, grants, and declares the following easements as more fully described hereafter, which easements shall run in perpetuity with the Developer's Tract, subject to the terms, covenants, and conditions contained in this Declaration:

1. Developer hereby grants and creates an easement of clear sight over that area as more specifically shown on **Exhibit "A"** attached hereto and made a part hereof.

2. Developer shall not obstruct clear sight across the easement area(s) as shown on **Exhibit "A"**, and shall maintain trees, shrubs, plants or other potential obstructions of view at a level so as to not obstruct the clear sight of drivers of motor vehicles accessing Route ___ and [ROAD NAME] Road.

3. No structures, landscaping or grading shall be constructed, installed or performed within the areas of the clear sight easement(s) which would obscure the vision of motorists accessing Route ___ or [ROAD NAME] Road.

4. The declaration and easement herein contained shall be deemed covenants running with the land and shall bind and inure to the benefit Clay Township, Lancaster County, Pennsylvania, which shall be considered a third party beneficiary, and to its personal representatives, assigns, and successors in title.

5. Upon the failure of the Developer or any future owner of land within the easement area as shown on **Exhibit "A"** to comply with the terms of this Declaration, Clay Township may enforce this Declaration by entering onto said land and removing trees, shrubs, plants or other obstructions to view which violate this Declaration and Clay Township may thereafter charge the cost thereof, together with the cost of collection (including attorney's fees) against the then owners of Developer's Tract.

6. This Declaration shall be recorded in the Office of the Recorder of Deeds in and for Lancaster County at the expense of Developer.

7. This grant of the Easement shall be construed, interpreted and applied in accordance with the laws of the Commonwealth of Pennsylvania.

8. This grant of Easement may not be altered, modified, amended or terminated unless by written instrument in recordable form, duly executed by the parties, or the respective heirs, legal representatives or assigns of each, running at all times with the land and with prior written consent from the Clay Township Board of Supervisors.

APPENDIX NO. 20

DEED OF DEDICATION LANGUAGE

THIS conveyance is for the purpose of the dedication to the public use of the streets known as _____

_____.

PURSUANT to a Resolution adopted _____, the Board of Supervisors of Clay Township, Lancaster County, Pennsylvania hereby agrees to accept the dedication of the beds of the streets herein.

TO HAVE AND TO HOLD the said tract of land above described unto said Grantee, to and for the only proper use and benefit said Grantees, its successors and assigns, as for public streets and for any other lawful purpose including for use by utilities and other service providers with the prior permission of the Grantee.

WE HEREBY certify that the aforesaid was accepted by the Board of Supervisors of Clay Township, Lancaster County, Pennsylvania, at a duly constituted meeting of said Board of Supervisors on _____, at which meeting a Resolution was adopted accepting the premises set forth herein.