

DEVELOPER'S AGREEMENT

THIS AGREEMENT, made and executed in duplicate this 22nd day of January, 2019 by and among THE TOWNSHIP OF BEDFORD, a Pennsylvania Municipality, with principal office located at 1007 Shed Road, Bedford, PA 15522 (hereinafter "Township") and COUNTY OF BEDFORD, a political subdivision with current address being 200 South Juliana Street, Bedford, PA 15522 (hereinafter "Developer").

WITNESSETH:

WHEREAS, Developer owns a certain tract of land identified as Bedford County Tax Map Parcel Number E-09-0.00-012-A and recorded in the Office of the Recorder of Deeds in Deed Book Volume 549, Page 651; and

WHEREAS, Developer has presented a land development plan(s) for a portion of such tract, known as Final Land Development Plan Bedford County Jail Solar Field, dated October 18, 2018, revised October 29, 2018 prepared by BL Companies (hereinafter "the Plan") for approval in accordance with applicable Township Ordinances and Regulations; and

WHEREAS, the Township wishes to approve said plan(s) subject to the following conditions.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and assurances contained herein, the parties hereto, intending to be legally bound hereby, agree as follows:

1. Incorporation of Recitals. The above recitals are hereby incorporated herein by this reference.

2. Approval of Plans. In accordance with Section 407.1 of the Subdivision and Land Development Ordinance of the Township (hereinafter "SALDO"), the Township shall approve Developer's Plan as it appears in the plans and specifications prepared by BL Companies. (hereinafter "the Plan") upon: 1) being furnished satisfactory performance and/or improvement bonds or project security in accordance with Paragraph 3E of this agreement and Section 406.1 of the Ordinance, or 2) upon completing the improvements called for on the Plans in a manner acceptable to the Township. Developer shall file a copy of the approved Plans for said Development in the office of the Recorder of Deeds in and for Bedford County, Pennsylvania, and present a certificate of recording to the Township within thirty (30) days of the date of such recording. The Township may grant conditional approval of the Final Plan for the Development when requested by the Developer by Resolution indicating approval of the final plat contingent upon the Developer obtaining satisfactory financial security and providing evidence to the Township of such security within ninety (90) days of the date of the Resolution and granting of conditional approval unless a written extension is granted by the Township to Developer upon request by Developer. Such request has been made by Developer here, with 110% of the estimated cost of improvements or common amenities requiring completion, being \$18,898.00. Developer shall, concurrently with entry of this Agreement, provide proof of financial security to the Township in the form of a performance bond or other form of financial security acceptable to the Township.

3. Soil Erosion and Sedimentation Control Plan and NPDES Permit. Developer agrees that as a condition of the Township's approval of the Plan, Developer shall provide a Soil Erosion and Sedimentation Control Plan pursuant to the Bedford Township Subdivision and Land Development Ordinance (hereinafter "SALDO") and satisfactory in nature to the Township's Engineer, along with an NPDES permit issued by the Department of Environmental Protection (hereinafter "DEP") or such other governmental entity having jurisdiction related to Stormwater Discharges Associated with Construction Activities.
4. Maintenance of Stormwater System and Related Facilities Shown and/or Referenced as part of Stormwater Management Plan. Developer agrees that it shall, following execution of this Agreement, hereafter perpetually maintain the stormwater system and related facilities shown and/or referenced upon the Plan and meet the terms and specifications of its Operations and Maintenance Program for Permanent Stormwater Facilities set forth on the Plan.
5. Grading and Drainage. Developer agrees that it shall ensure that the grading and drainage requirements and specifications as set forth in and designed as part of the Plan shall be installed and completed in accordance with the Plan.
6. Partial Waiver of Landscape Buffer Areas. Developer has requested and Township shall, at part of its approval of the Plan, grant a partial waiver of certain of the landscaping requirements along public roadways set forth in Section 702.11 of the SALDO. Developer shall be permitted to utilize existing vegetative buffer as to a residential property to the south. Developer shall install ten (10) feet of lawn

buffer along the public roadway and southern edge of the proposed fence adjacent to the southern property.

7. Partial Waiver of Requirements of Section 904(c) of SALDO. Developer has requested and Township shall, as part of its approval of the Plan, grant a partial waiver of the required setback distance for structures from public highways. Developer has provided satisfactory correspondence from Penn DOT to the Township indicating that the chainlink fence, being ten (10) feet from the right-of-way line of SR 1001 (Imlertown Road), and solar panels, being twenty-five (25) feet from such line, are acceptable to Penn DOT. Developer may so erect the chainlink fence and solar panels at such distances from the right-of-way line of SR 1001 (Imlertown Road).
8. Floodplain Management Ordinance Requirements. Developer shall provide a Floodplain Development Narrative and Floodplain Development Plan which is satisfactory to the Township and which meets the requirements of the Township's Floodplain Management Ordinance, as amended.
9. Responsibilities of Developer as set forth on Final Plan. Developer agrees to fulfill its responsibilities and completion construction of the project as set forth on the Final Plan and the Terms and Conditions of the Township's approval of the Final Plan.
10. Hold Harmless. Developer acknowledges that Developer is relying on Developer's own engineer and not the Township's engineer, and should any engineering plans or designs prepared for Developer lead to litigation in any way, Developer hereby waives any claim or action against the Township, its engineer,

solicitor, agents, servants, employees, Supervisors, and representatives with respect thereto, including but not limited to joinder for sole liability, contribution, indemnity, or otherwise. Developer further agrees to indemnify, defend, and hold harmless the Township, its engineer, solicitor, agents, servants, employees, Supervisors and representatives from any and all claims by any person, firm, entity, or otherwise for injury or damage to person, property, or otherwise concerning any aspect of said Development.

11. Recordation of Agreement. The parties hereto shall execute this Agreement before a notary public to enable the placement of the same of record at the sole cost of Developer in the Office of the Recorder of Deeds for Bedford County, Pennsylvania.
12. Entire Agreement. This Agreement, along with the Plan dated October 18, 2018, revised October 29, 2018, constitute the entire contract by the parties hereto, and there are no other understandings, oral or written, relating to the subject matter hereof. This Agreement may not be changed, modified, or amended in whole or in part except in writing, signed by all the parties hereto.
13. Binding Effect. This Agreement and all of its terms and conditions shall extend to and be binding upon the parties hereto and upon their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

ATTEST:

BEDFORD TOWNSHIP

Secretary

Chairman

Supervisor

Supervisor

ATTEST:

DEVELOPER: COUNTY OF
BEDFORD



Secretary

BY 

Chairman, Bedford County
Board of Commissioners

COMMONWEALTH OF PENNSYLVANIA

:

COUNTY OF BEDFORD

: SS

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On the _____ day of _____, 2019, before me, the undersigned officer, personally appeared Gregory L. Crist, Chairman, Bedford Township, 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 purpose therein contained.

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

Notary Public