

EXHIBIT E

SAMPLE SECURITY AGREEMENT

THIS AGREEMENT made and entered into this ____ day of _____ 20__ by and between _____ hereinafter referred to as "DEVELOPER" ' and The Township of Franklin, York County, Pennsylvania, hereinafter called _____.

WHEREAS, Section _____ of Ordinance _____ provides as a prerequisite to receiving authorization to proceed to construct required improvements, the developer shall deposit with the Township cash, a corporate bond or other security acceptable to the Township in an amount sufficient to cover at least one hundred ten (110%) percent of the costs of construction of the subject improvements which amount shall be approved by the Township engineers in writing prior to submission of the letter of credit and which may be required and for such period of time as the Township determines reasonable.

WHEREAS, the Developer has submitted final design plans a preliminary and final subdivision/land development plan known as _____ to the Township which plan has been approved contingent upon the Developer's depositing security acceptable to the Township to guarantee the installation of improvements shown thereon.

NOW, THEREFORE, it is hereby agreed between the Developer and the Township as follows:

1. The Developer, at its sole expense, will construct and install the improvements required by the final design plans for the preliminary and final subdivision/land development plan of the development known as _____ and by accompanying engineering drawings as identified on the cost estimate prepared by Developer and approved by the Township Engineer, a true and correct copy of which is attached hereto as Exhibit "A", and incorporated herein by reference.

2. Said improvements shall be constructed and installed by _____. Time of the completion of the said improvements shall be of the essence unless extended by mutual agreement of the parties in writing.

3. The Township engineers, after submission of the developer's plans and information, have determined that the amount of sufficient security for the construction and installation of said improvements shall be _____ Dollars, as set forth on Exhibit "A."

4. Upon execution of this Agreement, the developer shall deposit with the Township a financial security instrument in the amount of at least _____ having an expiration date of no earlier than _____. Said shall refer to the within Agreement, comply with Section 509 of the Pennsylvania Municipalities Planning Code (53 P.S. §10509), and otherwise shall be acceptable to the Township.

5. Immediately after execution of this Agreement and receipt by the Township of the financial security instrument the Township shall authorize the developer to proceed with the construction of the improvements provided the developer complies with the requirements of all other pertinent Township ordinances.

6. Upon completion of the improvements In accordance with the procedure of Section 5 10 of the Pennsylvania Municipalities Planning Code, as amended and supplemented and with the provisions of Ordinance the Township shall, release said security.

7. Prior to acceptance of the improvements by the Township, the developer shall post a maintenance bond or letter of credit in favor of the Township. This guarantee shall be in an amount not ten that 15% of the original improvement guarantee and shall bear a term of 18 months. At the end of the 18 month period, the Township Engineer or his designated representative shall inspect the improvements to ascertain their condition prior to release of the maintenance guarantee. If any repairs are deemed necessary at this time, as a result of this inspection the developer shall make all required repairs as soon as possible. In the event the developer refuses to make the repairs or is financially unable to do so, the Township shall invoke the provisions of the maintenance guarantee and use the proceeds thereof to complete the repair.

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

ATTEST:

FRANKLIN TOWNSHIP

Secretary

By: _____
Chairman

ATTEST:

DEVELOPER:
