

## SAMPLE DEVELOPERS AGREEMENT

FOR LAND DEVELOPMENT

### MUNICIPALITY OF MURRYSVILLE WESTMORELAND COUNTY, PENNSYLVANIA

This Agreement is made this \_\_\_\_ day of \_\_\_\_\_, 2006 by and between the Municipality of Murrysville, a Home Rule Charter Municipality, 4100 Sardis Road, Murrysville, Westmoreland County, Pennsylvania 15668, (hereinafter Municipality).

AND

\_\_\_\_\_, owner(s) of property located at \_\_\_\_\_, recorded as instrument number \_\_\_\_\_ at the Westmoreland County Recorder of Deeds with offices or residence located at \_\_\_\_\_ represented by \_\_\_\_\_ (name and title where ownership is in a corporation or business name), hereinafter, Developer)

**WHEREAS**, it is the function of the Municipality to protect public and private property and to control the development of the Municipality within the parameters established by the laws of the Commonwealth; and

**WHEREAS**, it is the function of the Municipality to prevent the creation of health and safety hazards or conditions which result in a detriment to its citizens; and

**WHEREAS**, the developer has received approval from Murrysville Council on \_\_\_\_\_ to construct a plan known as \_\_\_\_\_, located on a \_\_\_\_\_ acre parcel, located at \_\_\_\_\_ and identified as \_\_\_\_\_ (tax parcel), subject to conditions as incorporated hereinafter called "plan", and

**WHEREAS**, the Murrysville Subdivision and Land Development Ordinance, Ordinance 706-05 as amended, requires the execution of a development or developers agreement to include agreed upon conditions, the timeline of construction, hours of operation, maintenance agreements, and reference of amenities and performance bonding for private and public improvements, as based upon municipal ordinances and plan approval conditions, and

**WHEREAS**, the Municipality of Murrysville Ordinance 718-06 requires notification concerning traffic impact fee determination and calculation for those properties which lie within the Transportation Service Area established therein; and

**WHEREAS**, the Developer is desirous of developing the aforementioned Development in compliance with all conditions of approval, and all applicable Federal, State, County and Municipal laws, codes and ordinances; and,

**WHEREAS**, the parties hereto, desire to enter into a legally binding agreement in reference to the aforesaid Development.

**NOW, THEREFORE**, in consideration of the foregoing premises, the conditions, and promises hereinafter set forth, the parties agree to be legally bound as follows:

1. The Developer shall comply with all conditions of approval by Council of the Municipality of Murrysville on \_\_\_\_\_, 2006, as cited in their entirety under items 2, 3, and 4 of this agreement and listed in the approval letter, dated \_\_\_\_\_.
2. The Developer shall complete the following conditions precedent to the issuance of land operations and building permits related to the plan:
3. The Developer acknowledges the following as conditions imposed that shall be completed prior to the issuance of the Certificate of Completion, as cited in Section 109 of the Chapter 201 of the Murrysville Code, Subdivision and Land Development Ordinance, and subsequent issuance of a permanent Certificate of Occupancy.
4. The Developer shall recognize the following as performance conditions, the continued adherence or performance of which shall remain a condition of plan occupancy and shall run with the land until such time as subsequent approvals or municipal ordinance amendments render such ineffective .
5. The Developer assumes responsibility for disclosure of the above performance conditions or restrictions as cited under Item 4 to subsequent

tenants or owners of the site. The Municipality reserves its rights granted under Section 515.1 of the Municipalities Planning Code wherein enforcement of said conditions may occur whether or not subsequent ownership or lessees have "actual or construction knowledge of the violation."

6. The Developer shall, prior to the start of any site preparation activity, including clearing, grubbing, grading, etc., obtain from the Municipality, all appropriate permits in accordance with the requirements of all pertinent Municipality of Murrysville Ordinances. Violation of any section or provision of this Agreement shall be deemed a violation of any such permits and Ordinances and shall subject the Developer to any fines and penalties pursuant thereto and shall, in addition, permit the Municipality to revoke any permits issued concerning the development and take any other remedial action provided for in this Agreement or available under applicable law.
7. Developer covenants, promises and agrees to build, construct and install all private improvements, in accordance with the plan and those associated construction drawings submitted to the Municipality of Murrysville on \_\_\_\_\_, 2006, including but not limited to all access drives, parking, streets, walkways, gutters, stormwater management facilities, curbs, sewers, landscaping and other facilities to be owned, maintained or operated by a private entity such as an individual, partnership, corporation or Homeowners' or Condominium Association and constructed in accordance with the municipal construction standards as approved on the aforementioned set of plans.
8. Developer shall provide an amenities bond or financial surety for private improvements in the amount of \_\_\_\_\_, an amount equal to 110% of the value of purchase and construction or installation of the following items:
9. In the event that those private improvements guaranteed through the amenities bond are not constructed by the date specified in Item 10, Murrysville Council may, at its discretion, execute the amenities bond and shall direct the completion of the required work as per the approved plan and associated construction drawings.
10. Developer warrants the construction of all private improvements as defined under Item 5, to occur by \_\_\_\_\_.
11. The financial security posted shall include an expiration date at least thirty days beyond that cited in Item 10, wherein the financial security shall automatically renew unless released by the Municipality or shall require thirty days notice to the Municipality prior to termination date.

12. The property lies/does not lie within the Transportation Service Area, as adopted by Council through Ordinance 718-06 is therefore subject to/exempt from the provisions established under Item 13 of this agreement.
13. A traffic impact of \$\_\_\_\_\_ has been determined based on a rate of \$1,195 per peak hour trip for \_\_\_\_\_ such trips as determined by (special study dated \_\_\_\_\_) or (Land Use Code \_\_\_\_\_ in the Trip Generation Manual) and considering the following credits, if any. Such fees are due at the time of building permit application, or in the absence of such, at the time of occupancy permit application, and as a condition pursuant thereto. At least one year after the issuance of the first occupancy permit for an establishment(s) within the plan, the Council, at its sole discretion, on its own motion or upon the complaint of a property owner within the Transportation Service Area determines that the results of the special study used to determine the impact fee need to be reexamined or the Council determines that the roadways nearby the Plan within the Transportation Service District are not operating at the preferred levels of service. A redetermination, initiated as aforesaid, must be commenced by action of the Council no more than 18 months from the date of payment of an Impact Fee and the plan being fully occupied and operational.
14. Developer shall indemnify completely, defend and save harmless the Municipality of Murrysville, its elected and appointed officers, agents and employees from any and all costs and damages, losses, claims, suits and actions including cost of defense and attorneys fees which the Municipality of Murrysville, its elected and appointed officers, agents and employees may sustain or suffer by reason of Developer failing to adequately and properly perform the terms and conditions of this contract, including the construction of public and private improvements.
15. The Developer shall obtain all other required Municipal, County, State and Federal Permits and approvals and shall abide by the rules and regulations governing said permits and approvals in effect at the time of issuance.
16. Developer shall provide the Municipality, executed copies of sewer and water service agreements from the appropriate Municipal Sewer and Water Authority and shall certify to the Municipality that all required sureties for sewer and/or water lines have been posted with the appropriate authority prior to issuance of any building permits.
17. During construction, the Developer, its contractors, sub-contractors and builders shall keep public roads, private drives and highways surrounding the property, which are used by vehicles entering and leaving the

construction site, in good repair, clean and free of mud and dust, and maintain existing drainage patterns on all roadways.

18. During construction, the Developer shall police the construction area daily, keeping the same safe and free and clear of all rubbish, refuse, brush, debris and discarded building materials so as not to create a public nuisance. The Developer may accumulate said material in an area approved by the Municipality until such time as the accumulated matter is removed from the site by the Developer, provided that the Municipality, at its sole discretion, may require the removal of said material by written communication, indicating the reasons therefore, at any time during the development. The Developer shall remove from the site and dispose of all rubbish, refuse, brush, debris and discarded building materials, leaving the Development free and clear of the same prior to the release of any remaining financial security or final acceptance of any public improvements. The burning of any rubbish, refuse, debris shall be in accordance with municipal ordinances and shall require a separate permit.
19. Prior to commencement of any site preparation activity or construction, the Developer shall make arrangements necessary in order to comply with all requirements and regulations in effect at the time of final plan approval with respect to hauling equipment and building materials over weight restricted municipal roads. Said requirements and regulations may include, but need not be limited to fees and/or bonding requirements.
20. Developer specifically agrees that any permits issued in accordance with appropriate municipal ordinances, shall automatically be revoked by it or its contractors or subcontractors or builders failure to comply with any portion of this Agreement, after notification to the Developer and his subsequent failure to correct such condition within forty-eight (48) hours of notification. Exception shall be made for dust and mud where the Developer shall be required to immediately correct such violation.
21. The Developer hereby gives specific permission for Murrysville, its employees, agents or contractors to conduct inspections on its property. These inspections may take place at any time and with any frequency as Murrysville deems appropriate in order to insure construction in accordance with approved specifications. Where the Developer proposes to offer proposed improvements to the Municipality, the Developer shall notify the Municipality twenty-four (24) hours prior to the following activities: Excavating, embankment construction, detention ponds, storm sewers, underdrains subgrade, base course, binder course, wearing course and seeding.
22. The Developer agrees to comply with all regulations, approvals and specifications enacted or promulgated by the Federal Government, Pennsylvania Department of Environmental Protection, Westmoreland County Conservation District, as part of the coordinated, comprehensive

stormwater management plan, as authorized by the Stormwater Management Act, Act 167 of 1978, 32 P.S. Section 680.1, et seq.

23. The Developer agrees that Murrysville shall have the sole right to determine and to approve the location and number of fire hydrants it deems necessary for the protection of the development. All costs and expenses relating to the installation of the fire hydrants shall be borne by the Developer wherein the developer shall supply \$800 per hydrant such that hydrants are installed prior to the issuance of the Certificate of Occupancy.
24. The developer shall maintain all storm water detention and best management practices as required by municipal ordinances or shall be subject to the penalties thereof.
25. The Developer shall provide to the Municipality one (1) copy of the as-built mylars with approved Engineer certification and two (2) paper copies of all site improvements prior to formal acceptance and/or final release of any financial security related thereto, including landscaping plans which shall be sealed by a registered landscape architect.
26. During construction of any and all phases, parking for vehicles related to the construction activities shall be arranged so as not to create a potential traffic hazard. On street parking must be discouraged and a minimum of fifteen (15) feet of cartway width must remain unobstructed at all times.
27. Developer shall not erect nor permit any agent of the Developer, including but not limited to builders, real estate agents, contractors, etc., to erect any sign related to the development unless first obtaining a zoning permit from the Municipality.
28. The Developer shall cause its contractors and/or subcontractors to obtain and maintain liability and other insurance coverage in amounts required by the Municipality and to furnish certificates of insurance to the Municipality, where contractors, are installing improvements located on existing public road rights of way and as may be required by the Municipality.
29. All erosion and sedimentation controls shall be installed and maintained in accordance with an approved Westmoreland County Conservation District Plan and report, or where applicable, a Department of Environmental Protection Earth Disturbance Activity Permit prior to any other construction activity occurring at the Development.
30. The Developer shall be responsible to immediately revegetate and/or stabilize all areas of disturbed soils within a development in accordance with the approved plans, Department of Environmental Protection and the Westmoreland County Conservation District approval, unless the permit for the plan or portion thereof has been or will be secured within twenty-

one (21) days of the expiration of the planting season, in which case revegetation shall occur immediately within the next available planting season.

31. It is specifically understood that this Agreement is binding upon the Developer, its successors, assigns, agents, representatives and officers, but that any partial or whole transfer of construction rights, approvals or agreements, shall subject the transferee and all transferee's contractors and subcontractors to all provisions of this Agreement and all other rules, regulations, statutes and ordinances of Murrysville and other appropriate municipal entities, Westmoreland County, the Commonwealth of Pennsylvania, the United States Government and their agencies. It is further specifically understood that the Developer may not assign or transfer its rights hereunder without prior, written consent of Murrysville.
32. This Agreement shall constitute a covenant running with the land and may be recorded by either party hereto. If so recorded by the Municipality, the Developer shall pay for all recordation expenses.
33. The Developer shall protect, indemnify and save harmless Murrysville and its Council Members, officers, employees, attorneys, and agents against them from any and all liabilities, suits, actions, claims, demands, losses, expenses and costs of every kind and nature (including costs of defense and attorneys fees) incurred by, or asserted or imposed against, Murrysville and its Council Members, officers, employees, attorneys and agents, or any of them, by reason of any accident, injury (including death) or damage to any person or property which occurs or is alleged to have occurred in connection with the development of the property described in this Agreement.
34. Neither this Agreement nor any item hereof may be changed, waived, discharged or terminated orally, but only by an instrument in writing by all parties hereto.

**IN WITNESS WHEREOF**, the parties, having read, understood and freely agreed to the conditions herein, and being duly authorized and intending to be legally bound hereby, and to legally bind the successors, assigns, grantees, agents and officers of the parties, do hereby seal and deliver this Agreement on the day set forth below.

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 2006.

ATTEST:

MUNICIPALITY  
MURRYSVILLE OF

\_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_

ATTEST:

DEVELOPER

\_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_

Secretary (Corporate Seal)

By: \_\_\_\_\_

Title: \_\_\_\_\_

COUNTY OF \_\_\_\_\_ )

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

Notary Public

COUNTY OF \_\_\_\_\_ )

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

Notary Public