

Prepared by and return to:

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Tax Parcel No. **52-6-22**

FINANCIAL SECURITY AGREEMENT

THIS AGREEMENT (this "AGREEMENT") made as of this 13 day of Dec, 2018, by and between **WEST GOSHEN TOWNSHIP** (the "TOWNSHIP") with offices at 1025 Paoli Pike, West Chester, Chester County, Pennsylvania 19380; **GLENN M. WHITE LAND COMPANY, INC.** (the "DEVELOPER"), a Pennsylvania corporation, with an address at 4 Zachary Drive, West Chester, Chester County, Pennsylvania 19382; and **BRYN MAWR TRUST** (the "FINANCIAL INSTITUTION"), a Pennsylvania-chartered lending institution with offices at 801 Lancaster Avenue, Bryn Mawr, Pennsylvania 19010.

BACKGROUND:

A. DEVELOPER proposes to subdivide a 10.693-acre tract into 13 lots, construct 12 new single-family dwellings, and renovate one existing dwelling (the "Project") at 901 Little Shiloh Road, West Chester, Chester County, PA 19382 further identified as Chester County Tax Parcel No. 52-6-22 (the "Tract").

B. The Project to be constructed on the Tract is further identified as "901 Little Shiloh Road".

C. An application for approval of the Project has been submitted to TOWNSHIP.

D. On September 20, 2018, TOWNSHIP granted final plan approval of the application for the Project, subject to certain conditions.

E. TOWNSHIP and DEVELOPER, contemporaneously herewith, have entered into a certain Development Agreement further providing for the development of the Project and the posting of financial security.

F. The parties, by these presents, desire to set forth their agreement and understanding with respect to the foregoing and such other matters as herein below set forth.

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

1. **Definitions; Interpretation.**

a. For purposes of this AGREEMENT, except where the context clearly indicates otherwise, the following words and phrases (including the singular and plural forms thereof) shall have the following meanings:

(1) "TRACT" shall mean Chester County Tax Map Parcel No. 52-6-22, situate in the TOWNSHIP, and which is more fully and further shown and described on the PLANS.

(2) "PLANS" shall mean that certain final land development plan, entitled "901 Little Shiloh Road" consisting of fourteen (14) sheets, prepared by D.L. Howell & Associates, Inc. dated December 22, 2017, last revised September 6, 2018, which are referenced herein and made fully part hereof, including, without limitation, all notes, statements and other information appearing on the plan sheets and all reports, narratives, studies, profiles, delineations and other materials of whatever nature or kind accompanying or related to the plan.

(3) "SUBJECT LAND DEVELOPMENT" shall mean the proposed development of the TRACT, and such other IMPROVEMENTS proposed or required in, on and/or related to the proposed land development, as the same are more fully and further shown and depicted on and by the PLANS.

(4) "IMPROVEMENTS" shall mean all those streets, roads, walkways, curbs, gutters, street lights, fire hydrants, shade trees, water mains, sanitary sewers, storm drains and sewers, storm water detention and/or retention basins and other related drainage facilities, recreational facilities, open space improvements, buffer or screen plantings, and/or other improvements or common amenities, as the same are more fully and further shown, identified or otherwise described on and by the PLANS.

(5) "SECURED IMPROVEMENTS" shall mean all those IMPROVEMENTS for which the FINANCIAL SECURITY is provided or to which the FINANCIAL SECURITY otherwise relates.

(6) "COMPLETION DATE" shall mean the date specified in Section 2.b. of the DEVELOPMENT AGREEMENT on or before which the IMPROVEMENTS shall be completed.

(7) "FINANCIAL SECURITY" shall mean the financial security

provided under and in accordance with the provisions of Section 2 and other provisions of this Agreement and with the provisions of Section 3 of the DEVELOPMENT AGREEMENT (including any additional financial security made part thereof, any increases and other adjustments thereto, and any financial security substituted therefore) and the funds representative thereof and therein.

(8) "FINANCIAL INSTITUTION" shall mean the Federal or Commonwealth chartered lending institution, approved by TOWNSHIP, with which the FINANCIAL SECURITY has been posted or established and/or which issues the FINANCIAL SECURITY.

(9) "DEVELOPMENT AGREEMENT" shall mean that certain Development Agreement, of even date herewith, by and between TOWNSHIP and DEVELOPER, which Agreement is fully incorporated into and made part of this AGREEMENT.

(10) "SUBDIVISION AND LAND DEVELOPMENT ORDINANCE" shall mean the West Goshen Township Subdivision and Land Development Ordinance as such Ordinance has been amended and now exists and as hereafter may be amended, provided that the application of subsequent amendments to the SUBJECT LAND DEVELOPMENT shall be subject to the provisions of Section 508(4) of the MPC.

(11) "MPC" shall mean the Pennsylvania Municipalities Planning Code, Act No. 247 of 1968, *as reenacted and amended*, 53 P.S. § 10101 *et seq.*, as the same now exists and hereafter may be further amended.

(12) "TOWNSHIP ENGINEER" shall mean the professional engineer, licensed as such in the Commonwealth of Pennsylvania, duly appointed and employed as the engineer for TOWNSHIP or engaged by TOWNSHIP as a consultant thereto.

b. Except as may be otherwise provided herein and/or if the context clearly indicates otherwise, all words and phrases appearing in this AGREEMENT, which are otherwise not defined herein and also appear in the SUBDIVISION AND LAND DEVELOPMENT ORDINANCE or the MPC, shall have the meanings and shall be interpreted herein as under the SUBDIVISION AND LAND DEVELOPMENT ORDINANCE or the MPC.

2. **Financial Security.**

a. DEVELOPER, in accordance with and pursuant to the terms of this Financial Security Agreement and at its sole cost and expense, shall establish and maintain financial security in the form of an irrevocable standby letter of credit
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issued by the FINANCIAL INSTITUTION, in a form acceptable to the TOWNSHIP Solicitor, under and in accordance with the terms and conditions of this Agreement, herein referred to as the "FINANCIAL SECURITY". The FINANCIAL SECURITY shall be established by DEVELOPER upon DEVELOPER'S execution of this Agreement. The FINANCIAL INSTITUTION shall be subject to approval of TOWNSHIP, which approval shall not be unreasonably withheld. The FINANCIAL SECURITY shall provide for and secure to the public, as represented by the TOWNSHIP, the completion, on or before the COMPLETION DATE, of the SECURED IMPROVEMENTS in accordance with and pursuant to the terms and conditions of the DEVELOPMENT AGREEMENT and shall further guarantee the performance of the other obligations of DEVELOPER under this Agreement and the DEVELOPMENT AGREEMENT.

b. The initial amount of the FINANCIAL SECURITY shall be Six Hundred Eleven Thousand, Three Hundred One Dollars and Thirty-Five Cents **(\$611,301.35)**, which amount is 110% of the total of (i) the estimated costs of completing the SECURED IMPROVEMENTS and (ii) the estimated amounts of other costs, expenses and fees, as such estimated costs and amounts are more fully and further set forth in the Construction Cost Breakdown attached as Exhibit "A" to this Agreement and incorporated herein.

c. DEVELOPER shall post with TOWNSHIP a cash escrow in the amount of Fifteen Thousand Dollars **(\$15,000.00)** to secure payment of TOWNSHIP'S legal, engineering, and administrative costs as referenced in Section 6 of the DEVELOPMENT AGREEMENT and shall replenish such escrow deposits as TOWNSHIP deems appropriate.

d. The FINANCIAL SECURITY shall be held in the taxpayer identification number of DEVELOPER.

e. The FINANCIAL SECURITY shall not be terminated or closed or expire but shall be and remain open until the final release of funds therefrom in accordance with and pursuant to Section 7 of this Agreement.

f. A notation shall appear on the records of the FINANCIAL INSTITUTION providing that, except as provided in and by this Agreement or as may be otherwise consented to and approved and directed by the TOWNSHIP in and by a writing signed by the Chairman of the Board of Supervisors of TOWNSHIP, (i) no withdrawals shall be made from the FINANCIAL SECURITY unless specifically authorized by the TOWNSHIP in writing, (ii) the FINANCIAL SECURITY shall not be terminated or closed or expire, and (iii) any balance of funds in the FINANCIAL SECURITY shall be fully available to TOWNSHIP for use under and for purposes of this Agreement and the DEVELOPMENT AGREEMENT.

g. The FINANCIAL INSTITUTION acknowledges and verifies to TOWNSHIP that, among other things: (i) the FINANCIAL SECURITY, in accordance with this Agreement, has been duly established with it or is being established

contemporaneously with this Agreement, (ii) the establishment, maintenance and use of the FINANCIAL SECURITY under, for purposes of, and in accordance with this Agreement and the DEVELOPMENT AGREEMENT do not violate any of federal, state or other laws or regulations applicable to the FINANCIAL INSTITUTION, and (iii) that the notation required by Subsection f. above appears on its records.

3. **Adjustments to Financial Security.**

a. DEVELOPER agrees that the total amount of the FINANCIAL SECURITY and the amount of each of the specific items thereof shall be subject to increase or other adjustment as permitted by and in accordance with the provisions of the MPC. Without limiting the generality of the foregoing:

(1) DEVELOPER agrees that, if the SECURED IMPROVEMENTS, or any part thereof, are not completed to the satisfaction of TOWNSHIP within one (1) year after the date of this Financial Security Agreement and TOWNSHIP has agreed to extend the time for completion beyond the COMPLETION DATE as may be necessary for the completion, DEVELOPER shall post such additional financial security as directed by TOWNSHIP and in accordance with the provisions of the MPC; and DEVELOPER shall continue to provide such additional financial security on each one (1) year anniversary date of this Financial Security Agreement thereafter as so directed by TOWNSHIP, if the SECURED IMPROVEMENTS, or any part thereof, are not completed to the satisfaction of TOWNSHIP and TOWNSHIP has agreed to further extend the time for completion beyond the COMPLETION DATE, as the same may be previously extended, as such further extension may be necessary for the completion.

(2) TOWNSHIP reserves the right to increase or otherwise adjust the amount of the FINANCIAL SECURITY at any time that, in the sole opinion of TOWNSHIP, the balance of the FINANCIAL SECURITY is insufficient to complete the SECURED IMPROVEMENTS, or to pay any of the other costs, expenses or fees for which the FINANCIAL SECURITY has been established, as a result of any foreseeable or unforeseeable events which may arise at any time prior to the completion of the SECURED IMPROVEMENTS, including, without limitation, interruptions in construction and inflationary increases in the cost of materials.

b. Notice of any such additional financial security or of any such increase or other adjustment in the amount of the FINANCIAL SECURITY, or any part thereof, shall be given in writing by TOWNSHIP to DEVELOPER, and DEVELOPER shall post the amount of the additional financial security, increase or other adjustment within thirty (30) days of the date of such notice.

c. In the event that DEVELOPER fails to fully post the additional financial security, increase or other adjustment within the said thirty (30) day period, TOWNSHIP, in addition to such other or further rights and remedies as may be available, shall have the right to (i) withdraw or revoke all building and all other permits previously issued in connection with the TRACT and/or the SUBJECT

DEVELOPMENT, (ii) refrain from issuing new permits of any kind for the TRACT and/or the SUBJECT DEVELOPMENT, and (iii) issue one or more stop, cease and desist orders concerning further work upon construction of the SECURED IMPROVEMENTS and/or other IMPROVEMENTS. Upon the issuance and delivery of any such stop, cease and desist order, DEVELOPER shall cease all further work on the construction of the SECURED IMPROVEMENTS and/or other IMPROVEMENTS described in the order; provided, however, that upon posting of such additional financial security, increase or other adjustment in the FINANCIAL SECURITY as required herein, the TOWNSHIP shall withdraw the stop, cease and desist order(s), and DEVELOPER may resume work on the construction of the SECURED IMPROVEMENTS and/or other IMPROVEMENTS, and any building and other permits previously revoked or withdrawn shall be reinstated.

d. Any funds posted or provided under this Section 3 as additional financial security or as increases or other adjustments to the FINANCIAL SECURITY shall become part of the FINANCIAL SECURITY and fully subject to the terms and conditions of this Financial Security Agreement.

4. Interim Releases of Funds.

a. As the work of the construction of the SECURED IMPROVEMENTS satisfactorily proceeds, TOWNSHIP, from time to time upon written request of DEVELOPER prior to final release under Section 7 below, shall authorize the release of funds from the FINANCIAL SECURITY in accordance with the provisions of the MPC, in such amounts as directed by the TOWNSHIP in writing, but only by and upon the issuance to and receipt by the FINANCIAL INSTITUTION of written authorization signed by the TOWNSHIP ENGINEER and the TOWNSHIP. This authorization may be in the form of certificate of completion or other format for releases as approved and utilized by the TOWNSHIP to authorize release of funds by the FINANCIAL INSTITUTION.

b. The following shall apply to every release of funds from the FINANCIAL SECURITY requested under this Section 4: (i) in no event shall the balance of the FINANCIAL SECURITY be reduced below One Hundred Ten percent (110%) of the estimated costs of completing the remaining uncompleted SECURED IMPROVEMENTS, as such estimated costs of completion shall be determined or approved by the TOWNSHIP ENGINEER.

5. Default.

a. If TOWNSHIP determines that any of the SECURED IMPROVEMENTS have not been completed fully in accordance with the terms, conditions, and requirements of the DEVELOPMENT AGREEMENT (including, but not limited to, Section 2 thereof) or that DEVELOPER is otherwise in default of the DEVELOPMENT AGREEMENT, DEVELOPER shall also be in default under this Financial Security Agreement, and TOWNSHIP, in addition to such other or further rights and remedies as may be available, shall have the right, to demand and

collect payment from the FINANCIAL INSTITUTION of the full undrawn amount, after reductions and interim releases, if any, pursuant to this Agreement, of the FINANCIAL SECURITY, or any part or lesser amount thereof which TOWNSHIP in its sole discretion deems necessary to cure any such default as well as to pay for any professional services related to such cure. The following shall apply to such demand and payment:

(1) DEVELOPER hereby authorizes the FINANCIAL INSTITUTION upon such default, without further inquiry being made, to make said payment directly and immediately to TOWNSHIP or its order, and no further authorization, consent and/or approval of or by DEVELOPER to or of said payment shall be required;

(2) TOWNSHIP may draw amounts from and under the FINANCIAL SECURITY prior to the performance of any work by or for TOWNSHIP in order to complete the SECURED IMPROVEMENTS in accordance with the DEVELOPMENT AGREEMENT or otherwise cure the default, and/or to pay professional services related thereto, based upon (i) estimates received by TOWNSHIP for the completion and/or (ii) bills received by TOWNSHIP for the professional services;

(3) DEVELOPER agrees that it shall have no right or standing to prevent or delay any such payment to TOWNSHIP;

(4) DEVELOPER hereby remises, releases and forever discharges FINANCIAL INSTITUTION from any and all liability with respect to honoring any such draws by TOWNSHIP;

(5) In the event of a dispute between DEVELOPER and TOWNSHIP, DEVELOPER nevertheless agrees that the provisions of Paragraph (1) above shall continue to apply, and that the provisions of Paragraph (1) shall not be satisfied by the FINANCIAL INSTITUTION'S payment into court of the amount demanded by TOWNSHIP but shall be satisfied only by the FINANCIAL INSTITUTION'S payment of the demanded amount directly and immediately to TOWNSHIP;

(6) The right of TOWNSHIP to demand payment and collect less than the full undrawn amount of the FINANCIAL SECURITY shall not be exhausted by a single exercise thereof, but may be exercised by TOWNSHIP from time to time and at any time without limitation on the number of exercises thereof until the amount of the FINANCIAL SECURITY has been fully drawn; and

(7) If the reasonable costs, expenses and fees, incurred by TOWNSHIP on account of (i) the foregoing completion of SECURED IMPROVEMENTS or otherwise curing the default of DEVELOPER and (ii) the professional services related thereto, exceed the amount, if any, received by TOWNSHIP from and under the FINANCIAL SECURITY, DEVELOPER, in addition to such other and further

obligations and liabilities imposed upon it under the DEVELOPMENT AGREEMENT and otherwise by law, shall be liable to TOWNSHIP for such excess of such reasonable costs, expenses and fees. DEVELOPER hereby agrees to pay the full amount of such excess to TOWNSHIP immediately upon demand.

6. **Costs, Expenses and Fees.**

a. DEVELOPER shall provide additional financial security, in a form acceptable to TOWNSHIP and in the amount by which the FINANCIAL SECURITY was reduced by any payment made to TOWNSHIP from the FINANCIAL SECURITY under provisions of Subsection a. above, within fifteen (15) days after written notice of such reduction in the amount of the FINANCIAL SECURITY is sent by TOWNSHIP to DEVELOPER. DEVELOPER shall also provide TOWNSHIP, to TOWNSHIP'S satisfaction and within such fifteen (15) day period, written proof of such additional financial security. The failure of DEVELOPER to provide TOWNSHIP, to TOWNSHIP'S satisfaction, such additional financial security and written proof thereof within such time shall constitute a default or breach under this Agreement and the DEVELOPMENT AGREEMENT, and DEVELOPER shall be subject to the provisions governing its default or breach, as set forth in both agreements and/or as otherwise provided by law, including, without limitation, the revocation by TOWNSHIP of all building and other permits issued in connection with the TRACT and/or the SUBJECT DEVELOPMENT, the refusal of TOWNSHIP to reinstate any of the same or issue other permits in the future, and/or the issuance by TOWNSHIP of stop, cease and desist orders upon the construction of the SECURED IMPROVEMENTS and/or other IMPROVEMENTS or any part thereof, until the default or breach is properly and fully cured. The additional financial security shall be and constitute financial security fully subject to the terms and conditions of this Financial Security Agreement.

7. **Final Release of Financial Security; Termination of Agreement.**

a. After all the SECURED IMPROVEMENTS have been completed fully in accordance with the DEVELOPMENT AGREEMENT to the satisfaction of the TOWNSHIP, and after all the provisions of the DEVELOPMENT AGREEMENT and this Financial Security Agreement have been satisfied fully by DEVELOPER (including the payment of all costs, expenses and fees for which DEVELOPER is responsible under both said agreements), TOWNSHIP shall authorize the FINANCIAL INSTITUTION in writing to release the balance of the FINANCIAL SECURITY. Such release authorized by TOWNSHIP shall be the final release of funds from the FINANCIAL SECURITY and shall further release DEVELOPER from and under the FINANCIAL SECURITY and this Financial Security Agreement.

b. At and upon the aforesaid TOWNSHIP-authorized release of the balance of the FINANCIAL SECURITY, this Financial Security Agreement shall terminate without further action of the parties being required.

8. **Validity and Enforceability of Financial Security.**

a. The FINANCIAL SECURITY shall be valid and shall be maintained by DEVELOPER valid and in full force and effect at all times following the establishment thereof in accordance with and during continuance of this Financial Security Agreement.

b. During the continuance of this Financial Security Agreement, DEVELOPER shall, as may be requested by written notice from TOWNSHIP from time to time or at any time, provide verification and proof to TOWNSHIP concerning the existence, validity and enforceability of the FINANCIAL SECURITY. The verification and proof shall be satisfactory to TOWNSHIP.

c. DEVELOPER agrees and hereby authorizes the FINANCIAL INSTITUTION, during the continuance of this Financial Security Agreement, to release to TOWNSHIP any information as may be requested from time to time or at any time by TOWNSHIP concerning the financial affairs of DEVELOPER relative to this Financial Security Agreement and the FINANCIAL SECURITY.

d. If TOWNSHIP determines that, upon the information provided or not provided pursuant to Subsections b. and/or c. above, the financial security requirements of this Agreement and the DEVELOPMENT AGREEMENT are not satisfied, or, if DEVELOPER otherwise fails to provide and maintain the FINANCIAL SECURITY under and in accordance with this Agreement and the DEVELOPMENT AGREEMENT, TOWNSHIP shall give DEVELOPER written notice to provide the required FINANCIAL SECURITY within thirty (30) days of the date of the notice. If DEVELOPER fails to so provide the FINANCIAL SECURITY to TOWNSHIP'S reasonable satisfaction within that time, TOWNSHIP, in addition to other and further rights and remedies as may be available, may refuse to issue any new permits, and/or may issue stop, cease and desist orders upon the construction of the SECURED IMPROVEMENTS and/or other IMPROVEMENTS or any part thereof, until the FINANCIAL SECURITY is provided to TOWNSHIP'S reasonable satisfaction.

e. DEVELOPER further agrees that if it determines or obtains knowledge during the continuance of this Financial Security Agreement that the FINANCIAL INSTITUTION is, may be or will be unable to honor, provide or maintain the FINANCIAL SECURITY for any reason whatsoever in accordance with this Agreement and the DEVELOPMENT AGREEMENT (including, but not limited to, the reason that control of the FINANCIAL INSTITUTION is or is about to be assumed by an agency of the United States government or the Commonwealth of Pennsylvania), DEVELOPER shall, immediately, but in no event later than two (2) business days after making such determination or obtaining such knowledge, give written notice of the same to TOWNSHIP. Within thirty (30) days after either the aforesaid notice is given by DEVELOPER or such other time as TOWNSHIP notifies DEVELOPER that the FINANCIAL SECURITY does not exist to the satisfaction of TOWNSHIP, DEVELOPER shall obtain additional or substituted financial security with another financial institution as shall be satisfactory to TOWNSHIP. The failure of DEVELOPER to provide such additional or substituted financial security shall allow

TOWNSHIP, in addition to other or further rights and remedies as may be available, to revoke all permits previously issued in connection with the TRACT and/or the subject DEVELOPMENT, to refuse to issue any new permits, and/or to issue stop, cease and desist orders upon the construction of the SECURED IMPROVEMENTS and/or other IMPROVEMENTS or any part thereof, until such additional or substituted financial security is provided to TOWNSHIP'S satisfaction.

f. DEVELOPER agrees that any and all written notices from TOWNSHIP to the FINANCIAL INSTITUTION demanding payment of, from and under the FINANCIAL SECURITY shall be valid and enforceable and shall be honored by the FINANCIAL INSTITUTION if given to the FINANCIAL INSTITUTION during the continuance of this Financial Security Agreement.

9. **TOWNSHIP Non-Responsibility.**

Neither this Financial Security Agreement nor the DEVELOPMENT AGREEMENT (including any actions taken by TOWNSHIP in or related to the review, consideration and/or approval of the PLANS and SUBJECT DEVELOPMENT) shall impose, or be construed to impose, any liability, responsibility or obligation on TOWNSHIP for the design, layout, construction, installation, maintenance or upkeep of the SECURED IMPROVEMENTS and/or other IMPROVEMENTS, or render TOWNSHIP liable for the costs of any work to be performed under or in connection with the DEVELOPMENT AGREEMENT or for any other costs to be incurred under or in connection with this Agreement or the DEVELOPMENT AGREEMENT, it being expressly understood and agreed that the full responsibility and financial liability for all the foregoing are imposed upon DEVELOPER.

10. **Financial Institution Non-Responsibility.**

a. DEVELOPER agrees that FINANCIAL INSTITUTION shall have no duty to inquire as to the truthfulness, acceptability, due execution, due authorization or validity of any document, certificate, statement or notice which purports to have been executed by an official or other representative of the TOWNSHIP.

b. DEVELOPER further agrees that FINANCIAL INSTITUTION shall not have any duty or responsibility with respect to the FINANCIAL SECURITY other than to comply with the terms of this Agreement and the DEVELOPMENT AGREEMENT that apply to the FINANCIAL SECURITY and the actions which the FINANCIAL INSTITUTION is to take or not take with respect to the FINANCIAL SECURITY.

c. DEVELOPER further agrees that the obligations of the FINANCIAL INSTITUTION under this Agreement and the DEVELOPMENT AGREEMENT, and under and with respect the FINANCIAL SECURITY, are for the sole benefit of TOWNSHIP, and shall not be affected, in any way, by any default, action or omission of DEVELOPER.

d. TOWNSHIP and DEVELOPER further agree and acknowledge that the FINANCIAL INSTITUTION assumes no liability for the design, layout, construction, installation, maintenance and/or upkeep of the IMPROVEMENTS.

11. **Charges of Financial Institution.**

Any and all charges made by the FINANCIAL INSTITUTION for the establishment, creation, administration or termination of the FINANCIAL SECURITY and/or for all other actions of the FINANCIAL INSTITUTION under, pursuant and/or related to this Financial Security Agreement are the sole responsibility of DEVELOPER and shall be billed to and paid directly by DEVELOPER, and no amount of, from or under the FINANCIAL SECURITY may be used by or paid to the FINANCIAL INSTITUTION for such charges. DEVELOPER agrees that TOWNSHIP shall not be liable or otherwise obligated for any of such charges, and DEVELOPER hereby agrees to indemnify, protect and defend TOWNSHIP from and against any such charges.

12. **Interest.**

If any interest accrues on account of the FINANCIAL SECURITY, such interest shall merge with and become part of the funds represented by the FINANCIAL SECURITY and shall be treated as an integral part thereof and applied in accordance with the terms of this Financial Security Agreement. All such interest shall be reported under and to the taxpayer identification number of DEVELOPER, and DEVELOPER shall be liable for the payment of any income taxes as may be imposed and due on such interest.

13. **Insolvency of DEVELOPER.**

DEVELOPER acknowledges, covenants and agrees that, in case of any bankruptcy, receivership, or voluntary or involuntary assignment for the benefit of creditors by or of DEVELOPER, the FINANCIAL SECURITY and all interest of DEVELOPER in, to or under this Financial Security Agreement are not and shall not be considered part of the estate of DEVELOPER.

14. **Payments, Reductions or Releases of FINANCIAL SECURITY.**

It is expressly and specifically understood, covenanted and agreed by DEVELOPER that no payment, reduction and/or release whatsoever shall be made at any time of, from or under the FINANCIAL SECURITY without the express written consent and instructions of TOWNSHIP, and that the FINANCIAL SECURITY shall be maintained by the FINANCIAL INSTITUTION at all times during the continuance of this Financial Security Agreement in the amounts required herein, less all sums drawn or released therefrom by TOWNSHIP in accordance with the terms hereof. Any violation of this covenant shall render DEVELOPER liable for all damages to TOWNSHIP, including, without limitation, all costs, fees and expenses (including,

but not limited to, attorney's fees and costs), which TOWNSHIP is required to pay in order to cure any default or breach by the DEVELOPER under the DEVELOPMENT AGREEMENT or this Financial Security Agreement because the FINANCIAL SECURITY is not maintained and/or funds thereunder are not available or paid upon demand to the TOWNSHIP in order to cure such default or breach.

15. **Notices.**

Except as may be otherwise specifically provided in this Agreement:

(1) Any notice, demand or other communication required, authorized or permitted to be given under this Financial Security Agreement shall be sufficient if given in writing and delivered to the party to whom or which the notice or demand is directed at the respective address of the party first above indicated, or to such other address as the party may give by notice complying with the terms of this section.

(2) Such notice, demand or other communication shall be delivered to the addressee by one of the following means: (i) personal delivery against receipt; (ii) certified United States mail, postage prepaid, return receipt requested; or (iii) nationally recognized express delivery service, delivery charges prepaid. The notice, demand or other communication shall be deemed given and effective as follows: (i) if by personal delivery or by express delivery service, at the time of delivery; or (ii) if by mail, at the time of deposit in the United States mails.

16. **Miscellaneous.**

a. **Waiver.** Neither the failure nor any delay on the part of TOWNSHIP to exercise any right, remedy, power, or privilege granted under this Agreement or otherwise provided at law or in equity, shall operate as a waiver thereof; nor shall any single or partial exercise of any such right, remedy, power, or privilege preclude further exercise of the same or of any other such right, remedy, power or privilege; nor shall any waiver of any such right, remedy, power, or privilege with respect to any occurrence be construed as a waiver of such right, remedy, power, or privilege with respect to any other occurrence. No waiver shall be effective against TOWNSHIP unless it is in writing signed by a duly authorized representative of TOWNSHIP.

b. **Assignment/Binding Effect.** Unless otherwise agreed to in writing by the TOWNSHIP, no assignment of this Agreement or any rights or obligations hereunder, or any transfer of ownership of the subject tract or portions thereof, shall in any way relieve DEVELOPER of responsibility for completion of the IMPROVEMENTS, included SECURED IMPROVEMENTS, in accordance with the terms of this Agreement nor affect in any way the rights of the TOWNSHIP under the DEVELOPMENT AGREEMENT executed contemporaneously herewith. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

c. **Cumulative Rights and Remedies.** Any and all rights, powers, privileges and/or remedies granted or accruing to TOWNSHIP under or pursuant to this Agreement shall not be exclusive but shall be cumulative and in addition to such other rights, powers, privileges, and/or remedies as may be now or hereafter available to TOWNSHIP at law or in equity.

d. **Headings.** The captions or headings preceding the text of the several sections, subsections, paragraphs and other parts of this Agreement are inserted solely for convenience of reference; they shall neither constitute a part of this Agreement nor affect its meaning, construction or effect.

e. **Severability.** If any provision on this Agreement is held to be invalid or unenforceable: (i) the remaining provisions of this Agreement shall not be affected thereby, but shall continue in full force and effect; (ii) this Agreement be and is hereby amended, to the minimum necessary, to remedy such invalidity or unenforceability, and the parties hereto shall adjust their respective rights and obligations hereunder accordingly; and (iii) to the extent that such invalid or unenforceable provisions cannot be rendered valid or enforceable by amendment as aforesaid, the same shall be severed herefrom as though never set forth herein.

f. **Entire Agreement; Amendment.** This Agreement, together with the exhibits attached hereto and made part hereof and the DEVELOPMENT AGREEMENT, constitutes the entire understanding and agreement of the parties with respect to the subject matter hereof, and, except as may be otherwise specifically set forth herein, supersedes all prior and contemporaneous agreements and understandings, express or implied, oral or written. Except as may be otherwise specifically provided herein, this Agreement may not be amended, revoked, changed, altered, or modified in any manner whatsoever, other than by written unanimous agreement of and signed by all parties hereto.

IN WITNESS WHEREOF, the parties hereunto have executed this Agreement as of the day and year first above written.

ATTEST:

WEST GOSHEN TOWNSHIP:

CASEY LALONDE, SECRETARY

By: CHRISTOPHER PIELLI, CHAIR (SEAL)

ATTEST:

Kevin Adams

Witness
ATTEST:

Barbara K. Gungit

GLENN M. WHITE LAND COMPANY, INC.

Glenn M. White (SEAL)
By: GLENN M. WHITE, PRESIDENT

BRYN MAWR TRUST

Richard A. Gentile (SEAL)
**By: RICHARD A. GENTILE, SENIOR
VICE-PRESIDENT**

ACKNOWLEDGMENT

COMMONWEALTH OF PENNSYLVANIA :
SS.
COUNTY OF CHESTER :

On this *13th* day of *December*, 2018, before me, a notary public in and for the Commonwealth of Pennsylvania, the undersigned officer, personally appeared **Glenn M. White**, who acknowledged himself to be the President of Glenn M. White Land Company, Inc., a Pennsylvania corporation, and that he, as such President, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

WITNESS my hand and official seal the day and year aforesaid.

Erin C Coleman

Notary Public

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
Erin C. Coleman, Notary Public
Pennsbury Twp., Chester County
My Commission Expires March 4, 2021
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

ACKNOWLEDGMENT

COMMONWEALTH OF PENNSYLVANIA :
COUNTY OF Delaware **SS.**
:

On this 17th day of December, 2018, before me, a notary public in and for the Commonwealth of Pennsylvania, the undersigned officer, personally appeared **Richard A. Gentile**, who acknowledged himself to be the Senior Vice-President of Bryn Mawr Trust, a Pennsylvania lending institution, and that he, as such Senior Vice-President, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

WITNESS my hand and official seal the day and year aforesaid.

Barbara K. Yengst
Notary Public

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
Barbara K. Yengst, Notary Public
Lower Merion Twp., Montgomery County
My Commission Expires June 22, 2019
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

EXHIBIT "A"

Construction Cost Estimate

	Quantity	Unit Price	Escrow Amount	Previous Release	This Release	Total Release	Total Remaining
1 Clearing	1	12,000.00	\$ 12,000.00	\$0.00	\$0.00	\$0.00	\$12,000.00
2 Demolition	1	40,000.00	\$ 40,000.00	\$0.00	\$0.00	\$0.00	\$40,000.00
Subtotal			\$ 52,000.00	\$0.00	\$0.00	\$0.00	\$52,000.00

I. Site Preparation

3 Construction Entrance	1	EA	\$ 1,415.00	\$ 1,415.00	\$0.00	\$0.00	\$0.00	\$1,415.00
4 18" Silt Fence	840	LF	\$ 2.55	\$ 2,142.00	\$0.00	\$0.00	\$0.00	\$2,142.00
5 Super Silt Fence	1,385	LF	\$ 7.90	\$ 10,941.50	\$0.00	\$0.00	\$0.00	\$10,941.50
6 OCF / TPF	2,265	LF	\$ 2.60	\$ 5,889.00	\$0.00	\$0.00	\$0.00	\$5,889.00
7 Rock Filter	1	LS	\$ 495.00	\$ 495.00	\$0.00	\$0.00	\$0.00	\$495.00
8 Inlet Protection	2	EA	\$ 175.00	\$ 350.00	\$0.00	\$0.00	\$0.00	\$350.00
9 Curlex Matting	35,000	SF	\$ 0.22	\$ 7,700.00	\$0.00	\$0.00	\$0.00	\$7,700.00
10 Temp Seed Stockpiles	1	LS	\$ 480.00	\$ 480.00	\$0.00	\$0.00	\$0.00	\$480.00
11 Temp Seeding	415,000	SF	\$ 0.05	\$ 20,750.00	\$0.00	\$0.00	\$0.00	\$20,750.00
Subtotal			\$ 50,162.50	\$0.00	\$0.00	\$0.00	\$0.00	\$50,162.50

III. Earthwork

12 Strip Topsoil	2,410	CY	\$ 4.80	\$ 11,568.00	\$0.00	\$0.00	\$0.00	\$11,568.00
13 Site Cut / Fill	6,700	CY	\$ 3.05	\$ 20,435.00	\$0.00	\$0.00	\$0.00	\$20,435.00
14 Fine Grade Street	2,075	SY	\$ 2.25	\$ 4,668.75	\$0.00	\$0.00	\$0.00	\$4,668.75
15 Fine Grade Basin	18,000	SF	\$ 0.35	\$ 6,300.00	\$0.00	\$0.00	\$0.00	\$6,300.00
16 Grade Curb	1,075	LF	\$ 2.35	\$ 2,526.25	\$0.00	\$0.00	\$0.00	\$2,526.25
17 Respread Topsoil	890	CY	\$ 6.25	\$ 5,562.50	\$0.00	\$0.00	\$0.00	\$5,562.50
Subtotal			\$ 50,162.50	\$0.00	\$0.00	\$0.00	\$0.00	\$50,162.50

Construction Cost Breakdown

Release Request Form

Release Request #

Date:

901 Little Shiloh Rd. Subdivision, Glenn M White Builders
West Goshen Township, Chester Co., PA

10/10/2018

	Quantity	Unit Price	Escrow Amount	Previous Release	This Release	Total Release	Total Remaining	
18	Stockpile Excess TS on Site	1,520	CY	\$ 3.05	\$ 4,636.00	\$0.00	\$0.00	\$4,636.00
19	Seed Basin	20,000	SF	\$ 0.22	\$ 4,400.00	\$0.00	\$0.00	\$4,400.00
20	Temp Seed	261,000	SF	\$ 0.05	\$ 13,050.00	\$0.00	\$0.00	\$13,050.00
Subtotal				\$ 73,146.50	\$0.00	\$0.00	\$0.00	\$73,146.50

IV. Pond/Swale Grading

21	Strip Topsoil	1,685	CY	\$ 4.80	\$ 8,088.00	\$0.00	\$0.00	\$8,088.00
22	Cut / Fill	2,400	CY	\$ 3.05	\$ 7,320.00	\$0.00	\$0.00	\$7,320.00
23	Fine Grade Swales	15,100	SF	\$ 0.35	\$ 5,285.00	\$0.00	\$0.00	\$5,285.00
24	Respread Topsoil	1,685	CY	\$ 5.50	\$ 9,267.50	\$0.00	\$0.00	\$9,267.50
25	Seed Swales	75,000	SF	\$ 0.12	\$ 9,000.00	\$0.00	\$0.00	\$9,000.00
Subtotal				\$ 38,960.50	\$0.00	\$0.00	\$0.00	\$38,960.50

V. Storm Sewer

26	4" CPP	95	LF	\$ 18.00	\$ 1,710.00	\$0.00	\$0.00	\$0.00	\$1,710.00
27	15" SLCPP	513	LF	\$ 28.00	\$ 14,364.00	\$0.00	\$0.00	\$0.00	\$14,364.00
28	18" SLCPP	137	LF	\$ 32.00	\$ 4,384.00	\$0.00	\$0.00	\$0.00	\$4,384.00
29	15" RCP CL3	24	LF	\$ 39.00	\$ 936.00	\$0.00	\$0.00	\$0.00	\$936.00
30	Tie to Exist	1	EA	\$ 1,950.00	\$ 1,950.00	\$0.00	\$0.00	\$0.00	\$1,950.00
31	Inlets Type C	6	EA	\$ 2,350.00	\$ 14,100.00	\$0.00	\$0.00	\$0.00	\$14,100.00
32	Inlets Type M	3	EA	\$ 2,150.00	\$ 6,450.00	\$0.00	\$0.00	\$0.00	\$6,450.00
33	Outlet Structures	1	EA	\$ 3,955.00	\$ 3,955.00	\$0.00	\$0.00	\$0.00	\$3,955.00
34	Anti-Seep Collar	1	EA	\$ 990.00	\$ 990.00	\$0.00	\$0.00	\$0.00	\$990.00
35	DW Endwall	3	EA	\$ 1,250.00	\$ 3,750.00	\$0.00	\$0.00	\$0.00	\$3,750.00
36	Basin Conversion	1	LS	\$ 15,000.00	\$ 15,000.00	\$0.00	\$0.00	\$0.00	\$15,000.00

	Quantity	Unit Price	Escrow Amount	Previous Release	This Release	Total Release	Total Remaining
37	1	4,950.00	4,950.00	\$0.00	\$0.00	\$0.00	\$4,950.00
38	1	11,000.00	11,000.00	\$0.00	\$0.00	\$0.00	\$11,000.00
Subtotal			\$83,539.00	\$0.00	\$0.00	\$0.00	\$83,539.00

VI. Concrete & Paving

39	1,075	LF	\$11.60	\$12,470.00	\$0.00	\$0.00	\$0.00	\$12,470.00
40	5,000	SF	\$8.00	\$40,000.00	\$0.00	\$0.00	\$0.00	\$40,000.00
41								
42	2,075	SY	\$5.72	\$11,869.00	\$0.00	\$0.00	\$0.00	\$11,869.00
43	2,075	SY	\$25.21	\$52,310.75	\$0.00	\$0.00	\$0.00	\$52,310.75
44	2,075	SY	\$2.85	\$5,913.75	\$0.00	\$0.00	\$0.00	\$5,913.75
45	2,075	SY	\$9.53	\$19,774.75	\$0.00	\$0.00	\$0.00	\$19,774.75
46	2,075	SY	\$10.17	\$21,102.75	\$0.00	\$0.00	\$0.00	\$21,102.75
47	1	LS	\$27,043.00	\$27,043.00	\$0.00	\$0.00	\$0.00	\$27,043.00
Subtotal			\$190,484.00	\$0.00	\$0.00	\$0.00	\$190,484.00	

VII. Landscaping

48	109	EA	\$280.00	\$30,520.00	\$0.00	\$0.00	\$0.00	\$30,520.00
49	44	EA	\$235.00	\$10,340.00	\$0.00	\$0.00	\$0.00	\$10,340.00
50	141	EA	\$36.00	\$5,076.00	\$0.00	\$0.00	\$0.00	\$5,076.00
Subtotal			\$45,936.00	\$0.00	\$0.00	\$0.00	\$45,936.00	

VIII. Miscellaneous

51	1	LS	\$10,000.00	\$10,000.00	\$0.00	\$0.00	\$0.00	\$10,000.00
Subtotal			\$10,000.00	\$0.00	\$0.00	\$0.00	\$10,000.00	

Construction Cost Breakdown

Release Request Form

Release Request #

901 Little Shiloh Rd. Subdivision, Glenn M White Builders
West Goshen Township, Chester Co., PA

10/10/2018

Date:

	Quantity	Unit Price	Escrow Amount	Previous Release	This Release	Total Release	Total Remaining
52	1	LS \$ 10,000.00	10,000.00	\$0.00	\$0.00	\$0.00	\$ 10,000.00
53	1	LS \$ 1,500.00	1,500.00	\$0.00	\$0.00	\$0.00	\$ 1,500.00

Subtotal \$ 555,728.50 \$0.00 \$0.00 \$0.00 \$ 555,728.50
 10% Contingency \$ 55,572.85 \$0.00 \$0.00 \$0.00 \$ 55,572.85
 Total Escrow Amount \$ 611,301.35 \$0.00 \$0.00 \$0.00 \$ 611,301.35

Owner's Approval *Shane M White*

Township Engineer's Approval _____

Township Approval _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/11/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Arthur Hall Insurance 101 East Chestnut Street P.O. Box 512 West Chester PA 19381-0512	CONTACT NAME: Allison Puentenueva PHONE (A/C, No, Ext): (610) 696-2394 E-MAIL ADDRESS: allisonp@arthurhall.com	FAX (A/C, No): (610) 436-9675
	INSURER(S) AFFORDING COVERAGE	
INSURED Glenn M. White Builders, Inc. 4 Zachary Drive West Chester PA 19382	INSURER A: Selective Insurance Co of Southeast	NAIC # 39926
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER: MASTER CERT 18-19

REVISION NUMBER:


THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	S 2246964	12/31/2018	12/31/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY			S 2246964	12/31/2018	12/31/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			S 2246964	12/31/2018	12/31/2019	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC 9048498	12/31/2018	12/31/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

West Goshen Township is an Additional Insured when required by written contract in accordance with the policy provisions.

CERTIFICATE HOLDER**CANCELLATION**

West Goshen Township 1025 Paoli Pike West Chester PA 19382	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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GLENN M. WHITE BUILDERS, INC.

4 ZACHARY DRIVE
WEST CHESTER, PA 19382

BMT BRYN MAWR TRUST

60-848/319

Check Fraud
Protection for Business

12/26/2018

PAY TO THE
ORDER OF West Goshen Township

\$ **15,000.00

Fifteen Thousand and 00/100***** DOLLARS

West Goshen Township
1025 Paoli Pike
West Chester, PA 19382



[Handwritten Signature]
AUTHORIZED SIGNATURE

MEMO

Little Shiloh-Township Inspections/Financial Security

⑈009797⑈ ⑆031908485⑆ ⑈246 9207⑈

GLENN M. WHITE BUILDERS, INC.

West Goshen Township

Date Type Reference
12/26/2018 Bill Little Shiloh

Original Amt.
15,000.00

Balance Due
15,000.00

12/26/2018

Discount

Check Amount

Payment
15,000.00
15,000.00

Cash - Bryn Mawr Tru Little Shiloh-Township Inspections/Financial Sec

15,000.00

Security features. Details on back.