## **RESOLUTION #** Bradford County Planning Commission Approving Final Subdivision / Land Development Plat

## NAME OF PLAT: \_\_\_\_

\_\_\_\_\_OWNER(s) OF PLAT: \_\_\_\_\_

The following is an extract from the minutes of the meeting of the Bradford County Planning Commission held on \_\_\_\_\_\_

- (1) That roads, sidewalks, curbs, drainage systems, storm drains, catch basins, right-of-way, easements, open spaces, landscaping, park and recreation sites, and other improvements and installations, etc., shall be constructed as set forth on such approved final plat, including the construction of all off-site improvements and drainage systems.
- (2) That all aforesaid improvements and installations shall be constructed in accordance with the specifications set forth under the Bradford County Subdivision and Land Development Ordinance. That, in addition to the improvements and installations set forth on the approved final plat, all stipulations and undertakings appearing in the minutes of the Planning Commission, together with the Agreement offering Irrevocable Dedication of such improvements which the owner or developer has agreed to, are incorporated in this Resolution by reference, as well as all agreements, regulations, rules, resolutions and orders of the Bradford County Planning Commission.
- (3) That said, \_\_\_\_ \_\_\_\_\_ as the owner of the above plat, shall execute and file with the staff of the Bradford County Office of Community Planning and Grants as Financial Security Bond in the amount of sufficient to cover the full cost of said improvements as estimated by the Planning Commission and its consulting engineer, which Financial Security shall be issued by a Bonding or Surety Company to be approved by the Planning Commission and the Planning Commission Solicitor as to form sufficiency and manner of execution. Said Financial Security shall run in accordance with the specifications identified in Article III Section 304.12.A, B, and C of Bradford County Subdivision and Land Development Ordinance. The bond shall also provide, among other things, that in the event that any required improvements have not been installed and deeded to the municipality free and clear of all encumbrances as provided by this Resolution, with the terms of such performance bond, the Planning Commission may thereupon declare said Financial Security to be in default and collect the sum remaining payable thereunder and apply said sum towards obtaining tree and clear title to said improvements, including payment of all liens and encumbrances on the property and all costs and expenses, including legal fees, incurred by the Planning Commission in acquiring free and clear title, and install such improvements that are covered by such Financial Security commensurate with the extent of building development that has taken place in the subdivision but not exceeding in cost, the amount of such proceeds.
- (4) That the final plat will not be signed by the Chairman of the Planning Commission until the submission and approval of the required Security by the developer.
- (5) That said Security will not be released or reduced until the public improvements are approved by the County Consulting Engineer and all improvements, roads, right-of-way, easements, open spaces, landscaping, recreation sites, including off-site improvements, and land have been deeded to and accepted by the respective municipality, in accordance with the procedure for dedication of improvements adopted by the Planning Commission, after public hearing as provided by law, subject to approval by the Governing body.
- (6) This Resolution expires on \_\_\_\_\_



## STATE OF PENNSYLVANIA COUNTY OF BRADFORD

I, \_\_\_\_\_\_, the Chairman of the Planning Commission of Bradford County, hereby certify that I have compared the foregoing copy of an extract from the minutes of the Planning Commission held \_\_\_\_\_\_\_, and find the same to be true and correct transcript therefrom, IN TESTIMONY WHEREOF, I have hereunder subscribed my name and affixed the seal of said municipality this

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

## CHAIRMAN OF THE PLANNING COMMISSION

I, \_\_\_\_\_, the Owner/Developer hereby understand the above Agreement and consent to the obligations listed above.

IN TESTIMONY WHEREOF, I have hereunder subscribed my name this \_\_\_\_\_\_ day of

\_\_\_\_\_, 20\_\_\_.

OWNER / DEVELOPER

OWNER / DEVELOPER

OWNER / DEVELOPER

OWNER / DEVELOPER

