

CROSSWINDS PLAN HOMEOWNERS ASSOCIATION, INC.

c/o Acri Commercial Realty
290 Perry Highway
Pittsburgh, PA 15229
(412) 459-0111 Fax (412) 459-0141

April 12, 2005

Dear Crosswinds Plan resident:

Please find enclosed a copy of the developer's agreement that was requested at the Crosswinds meeting on April 7, 2005. Please note the highlighted sections with regards to the formation of a homeowners association. Also find enclosed a site map.

If you have any further questions, please contact our office.

Sincerely,
CROSSWINDS PLAN HOMEOWNERS ASSOCIATION, INC.
By: Acri Commercial Realty, Inc.

A handwritten signature in cursive script, appearing to read "Renee Rosemeyer".

Renee Rosemeyer
Property Manager

Enclosures

DEVELOPER'S AGREEMENT

THIS AGREEMENT, made and entered into this 26TH day of JUNE, 2001,
by and between the TOWNSHIP OF MOON, a municipal corporation of 1000 Beaver Grade Road,
Moon Township, PA 15108, hereinafter called the "TOWNSHIP"

A

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TRUELINE CORPORATION, a Pennsylvania Corporation with an address of 470
Old Frankstown Road, Monroeville, PA 15146 hereinafter called the "DEVELOPER".

WITNESSETH

WHEREAS, DEVELOPER proposes a Subdivision situate in the Township of Moon,
Allegheny County, Pennsylvania, known as Crosswinds Plan No. 2, Phase 1; and

WHEREAS, said Subdivision contains eight lots to be sold, developed, and occupied
for single-family residential purposes; and

WHEREAS, said Subdivision has received final approval of the Moon Township
Planning Commission on April 4, 2001, and the governing body of the TOWNSHIP of
Moon on April 11, 2001, and now appears of record in the Office of the Recorder of Deeds of
Allegheny County, Pennsylvania in Plan Book _____, Pages _____;

WHEREAS, DEVELOPER has entered, or is about to enter into agreement with the Moon Township Municipal Authority to provide for municipal transportation and treatment of all sanitary sewage emanating from said development and the Moon Township Municipal Authority for municipal water service to said development for drinking and sanitation purposes and fire hydrant service; and

WHEREAS, as a condition of Subdivision approval, DEVELOPER is required to construct certain improvements in said development and, after construction of same, to dedicate such work to public use for public purposes; and

NOW, THEREFORE, DEVELOPER for itself, its executors, administrators and successors, their heirs and assigns, and the TOWNSHIP, for itself, its successors, and its assigns, both respectively INTENDING TO BE LEGALLY

BOUND HEREBY, do hereby covenant and agree:

1. That pursuant to the authority contained in Subdivision Ordinance #360 of the Township of Moon, AND SUBJECT TO THE CONDITIONS HEREINAFTER SET FORTH, the TOWNSHIP hereby grants final approval of the roadway and storm water facilities described in the written plans and reports and approved by the governing body of the Township of Moon, or its agencies, for the purpose of securing final approval of the aforesaid plat of subdivision and land development. The aforesaid plat and development plan concerns a development of 8 Lot Subdivision proposed to be constructed upon a tract of land situate in the Township of Moon, Allegheny County, Pennsylvania, comprising approximately 3.05 acres more or less, zoned R-4, Residential, and presently accessible from Becks Run Road.

SPECIAL CONDITIONS

- A. That the final approval hereby granted shall be filed with the public records maintained by the Manager of the governing body of the Township of Moon at the Municipal Building located at 1000 Beaver Grade Road in the Township of Moon.
- B. That the final approval hereby granted is expressly conditioned upon DEVELOPER'S completion of all improvements shown on the following

plans received by the TOWNSHIP. The following plans are to be known as Exhibit "A".

- (1) Crosswinds Plan No. 2 Revised, Phase I Recording Plan, Sheet 1.
 - (2) Crosswinds Plan No. 2 Revised, Phase I Beck's Run Relocation Profile.
 - (3) Crosswinds Plan No. 2 Revised, Phase I Roadway Improvement Plan.
2. That the final approval hereby granted is expressly conditioned upon DEVELOPER'S compliance with all applicable provisions of Ordinances 345 as amended 360 and 211 of the Township of Moon.
 3. That the final approval hereby granted is expressly conditioned upon DEVELOPER'S compliance with the provisions of the agreements entered into, or about to be entered into, by DEVELOPER and the Moon Township Municipal Authority for municipal transportation and treatment of all sanitary sewage emanating from said development and for potable water service for sanitation purposes and fire hydrant service. Said agreements are, by reference, made a part of this Agreement. The final approval hereby granted shall be revoked in the event that DEVELOPER shall seek to service their proposed development by private water supply or private sewage collection and treatment.
 4. That the final approval hereby granted is expressly conditioned upon DEVELOPER'S obligation and duty to construct at their own cost the storm water collection system shown in the graphic materials submitted in connection with the development plan. Provided, nevertheless, that such work shall be constructed in strict accordance with the Design Criteria appearing in Moon Township Standard Details adopted December 13, 2000. The DEVELOPER is also obligated to provide erosion and sedimentation control measures, both temporary and permanent, to ensure minimal environmental impact.
 5. That the final approval hereby granted is expressly conditioned upon DEVELOPER'S obligation and duty to provide at their own cost the following performance bonds/letters of credit as identified in the attached Bonding Summary Exhibit "B":
 - a. Irrevocable letter of credit in the amount of \$ 58,700.29 to guarantee the roadway grading, lot excavation, storm water and temporary and permanent erosion control facilities as shown in the graphic materials submitted in connection with development plan and approved by the TOWNSHIP or one of its aforementioned agencies.

Irrevocable letters of credit shall be of a term sufficient to accomplish the tasks listed above. The Township may issue a Stop Work Order two weeks prior to the termination of the irrevocable letters of credit and not permit work until such time that the irrevocable letters of credit have been renewed. The TOWNSHIP also reserves the right to withhold the issuance of building permits in the event that the proper guarantees are slated for expiration.

The DEVELOPER and the bonding company must provide a thirty-day (30) written notification prior to the termination of the irrevocable letters of credit. If the required work to be performed under the irrevocable letters of credit has not been completed, the DEVELOPER must renew the irrevocable letter of credit or the TOWNSHIP reserves the right to cash in the irrevocable letter of credit.

6. That except as hereinabove or hereinafter set forth, all improvements and construction herein contemplated shall be in accordance with the TOWNSHIP'S specifications and the installation and construction of said improvements shall at all times be subject to inspection by the TOWNSHIP or its duly authorized representatives, it being understood and agreed that the inspection of the work is limited to a determination as to whether or not the installation and construction of the improvements is in accordance with the TOWNSHIP'S specifications and/or other appropriate specifications, as the case may be, it being understood and agreed that such right of an inspection is not intended to include and does not include any supervision or right of supervision of the manner or means utilized by the DEVELOPER and/or its contractor or subcontractor in the installation and construction of aforesaid improvements. The DEVELOPER shall and will pay unto the TOWNSHIP all reasonable and customary fees required by the TOWNSHIP in connection with the inspection of installation and construction of aforesaid improvements, which said fees shall be paid by the DEVELOPER within thirty (30) days after receipt of invoices outlining the same. The DEVELOPER shall provide the Township Engineer with a schedule of proposed construction activities prior to the beginning of any development activities and the scheduling of the pre-construction meeting, and shall further provide the TOWNSHIP and Township Engineer a minimum of 72 hours notice prior to commencing any work requiring observation by the Township Engineer. Any construction performed without the observation of the Township Engineer shall be at the DEVELOPER'S sole risk and be subject to rejection by the TOWNSHIP. The DEVELOPER shall schedule a pre-construction meeting at the project site subsequent to mobilization but prior to construction commencing. Notwithstanding the foregoing, minor changes in the location and siting of building and structures may be authorized by the Township Supervisors if required by engineering or other

circumstances not foreseen at the time that Exhibit "A" was approved. All other changes, any rearrangement of lots, blocks, building tracks, structures or any other changes in the provision of common open spaces and all other changes from the approved final Plan of the Crosswinds Plan No. 2, Phase I must be approved by the Township Supervisors in conjunction with the Township Engineer and the Engineer for the Developer which approval will not be unreasonable and will be done in a reasonable manner.

7. That upon the execution of this Agreement and the delivery by the DEVELOPER unto the TOWNSHIP of appropriate security as set forth in Paragraph 5 a, conditioned upon prompt and satisfactory performance by the DEVELOPER of all of its covenants and agreements as herein set forth, upon receipt and approval by the TOWNSHIP of appropriate plans for development of the Crosswinds Plan No. 2, Phase 1 as herein referred to and upon receipt by the TOWNSHIP of appropriate and satisfactory application for building permits and other necessary and appropriate permits and upon the payment by the DEVELOPER of whatever fees, costs or charges may be required for the issuance of building permits for dwelling houses in said Crosswinds Plan No. 2, Phase 1, the TOWNSHIP shall and will cause building permits and other necessary appropriate permits to be issued to the appropriate builder or Township officials.
8. That in the event the DEVELOPER fails or neglects or refuses to complete the works herein contemplated within twelve (12) months herein limited in accordance with this Agreement or becomes insolvent or be declared a bankrupt or commits any act of bankruptcy or is the subject of a receivership proceeding, then in any such event this Agreement shall be furnished to the DEVELOPER and to its security and the TOWNSHIP may at that time in its sole and absolute discretion employ such workmen, laborers, foremen, independent contractors, sub-contractors, equipment supplies and appliances as the TOWNSHIP may deem advisable and necessary to complete the work herein contemplated and the said TOWNSHIP may shall utilize funds so received to pay the wages of persons so employed and the services of independent contractors or subcontractors to obtain the use of any equipment, appliances and to purchase materials, supplies, equipment and appliances, and all wages and costs so paid shall be such as the TOWNSHIP in its sole and absolute discretion may find advisable and the security shall forthwith pay unto the TOWNSHIP such funds as demanded by the TOWNSHIP within the terms and limitations as such security agreement.
9. All irrevocable letters of credit shall remain outstanding until the Township Engineer determines that the item has been completed to Township Standards, and the Township Engineer shall, upon such completion, provide a letter to DEVELOPER permitting termination of such irrevocable letters of credit as of that date. Draws on such irrevocable letters of credit may be

made by the TOWNSHIP (i) to the extent the TOWNSHIP incurs or expects to incur a reasonable and necessary out-of-pocket expense in completing any such item left incomplete by the DEVELOPER, and (ii) by the TOWNSHIP certifying to the issuer of such bonds that the DEVELOPER has breached its obligations to construct and provide such items under this Agreement and that the TOWNSHIP has incurred or reasonably expects to incur the amount required to be drawn or paid to correct the deficiency in the DEVELOPER'S performance. No funds in excess of that needed to complete the DEVELOPER'S obligations shall be extracted from the irrevocable letters of credit. These irrevocable letters of credit may be reduced in the future by mutual agreement between the TOWNSHIP and the DEVELOPER. The DEVELOPER and company issuing the irrevocable letters of credit must provide a thirty (30) day written notification prior to the termination of the irrevocable letters of credit. If the required work to be performed under the irrevocable letter of credit has not been completed, the DEVELOPER must renew the irrevocable letter of credit or the TOWNSHIP reserves the right to cash in the irrevocable letter of credit.

10. That the final approval hereby granted is expressly conditioned upon DEVELOPER'S obligation and duty to provide at their own cost the following maintenance security.

- a. Maintenance Security in the amount of \$ 8,004.59 to guarantee the maintenance of the storm water and erosion control facilities, as described in Paragraph 5(a) hereof.

All maintenance securities shall be valid for a period of eighteen (18) months from the date of final acceptance of all required improvements to Township Standards.

11. That subject to the conditions hereinbefore and hereinafter set forth, and following full completion of DEVELOPER'S installation and construction of the storm water facilities, and after final inspection and approval of same by the Township's Engineer, the DEVELOPER will convey to the TOWNSHIP said public storm facilities (located within the public road right-of-ways) and public roadways, and the TOWNSHIP will release above referenced performance guarantees. The DEVELOPER shall be solely responsible for the construction, reconstruction, ownership and maintenance of the stormwater conveyance system (outside public road right-of-way) and stormwater detention system which will include, but not be limited to, the pond, the embankment creating the pond, the outlet control structure, as may be contained within the plan, and the discharge. Provided nevertheless, that as a condition of the TOWNSHIP'S release of performance guarantees:

- a. DEVELOPER shall promptly reimburse the TOWNSHIP, as billed,

the actual cost of engineering and inspection incurred by the TOWNSHIP during project review, construction and final approval of same.

- b. DEVELOPER shall deliver to the TOWNSHIP a full and complete release of liens for all materials delivered and/or supplies and labor performed in connection with DEVELOPER'S work of construction and installation of same or, otherwise, deliver such facilities and roadways free and clear of liens.
 - c. DEVELOPER shall deliver to the TOWNSHIP two complete sets of "as-built" drawings and calculations of the complete installation of same, along with a reproducible linen or mylar and a copy of said "as-built" on computer diskette (Auto-Cadd 2000 format).
 - d. DEVELOPER shall make full and complete restoration of the surface of all real estate, including, without limitation, private land and public rights-of-way, damaged as a result of work performed by DEVELOPER in their aforesaid work of construction and installation.
 - e. DEVELOPER shall dedicate for public purposes all streets and easements shown in the plat of subdivision of said land development.
 - f. Developer hereby agrees to make a recreational donation to the Township of \$800.00 (\$100 per lot)
12. The DEVELOPER shall post an overweight hauling bond on Becks Run Road from Moon Clinton Road to the development at the rate of \$12,500 per mile of roadway in accordance with the Uniform Bonding Policy of Pennsylvania.
13. Provide a geotechnical report to the TOWNSHIP from a certified Geotechnical Engineer. The report shall provide recommendations for construction of the proposed work that must be incorporated into the plan and a written, signed and sealed certification shall be issued by the Geotechnical Engineer stating that the work has been completed in conformance with the geotechnical report, good engineering practice, and the design plans and details.
14. Provide a copy of the Allegheny County Conservation District's approval letter of the Soil Erosion and Sedimentation Control Plan Drawings and Narrative.
15. Provide a copy of the approval letter from the Township fire official regarding the fire hydrant locations.

16. The DEVELOPER further agrees that no blasting will occur in conjunction with this development.
17. The operation of heavy construction or excavation machinery including but not limited to bulldozers, high lifts, backhoes, trucks, power shovels, pumps and jack hammers, and drills or any other type of machinery or activity used or taking place in conjunction with work requiring a building permit and which is the cause of noise sufficient to disturb the peace and tranquility of the general public and surrounding neighborhood as determined by the Township Zoning Officer shall be prohibited within the TOWNSHIP between the hours of 8:00 PM and 7:00 AM Monday through Saturday, all day Sunday, and on all Federal, State and Township designated legal holidays.
18. Notwithstanding anything else to the contrary in this Agreement, the DEVELOPER'S timely performance of any of its obligations under this Agreement shall be excluded if the DEVELOPER is rendered unable to perform by reason of any Act of God, fire, riot, the DEVELOPER'S performance shall occur and be completed within a time reasonable under the circumstances.
19. That the DEVELOPER, if it constructs dwelling houses in said plan, or any contractor who may construct dwelling houses in said plan, shall and will during the construction of said dwelling homes, even though such construction may be subsequent to the time the TOWNSHIP accepts or adopts streets or portions thereof which said dwelling houses abut as TOWNSHIP streets, keep and maintain said streets free of mud, dirt or any other debris which may collect thereon as a result of the construction of dwelling houses in said plan. Further, the DEVELOPER shall and will be responsible to keep and maintain vacant lots in the plan free from building materials, new or used, or other debris which may be deposited thereon by builders who have built or are building dwelling houses on lots in the plan and keep and maintain vacant lots in the plan free from mud, weeds, and grass growing thereon in excess of six inches. In the event that a developer fails, neglects or refuses after ten (10) days written notice to carry out his responsibilities as set forth in this paragraph, the DEVELOPER agrees that the TOWNSHIP may perform such obligations on behalf of the DEVELOPER and he does hereby authorize the TOWNSHIP to file municipal claim or lien against said property or properties in the amount equal to the cost incurred by the TOWNSHIP in performing such obligations on behalf of the DEVELOPER, plus interest and costs in the event the DEVELOPER fails, neglects or refuses to pay the same unto the TOWNSHIP upon demand.

20. That in the event the DEVELOPER defaults in any of its undertakings as herein set forth and as a result thereof the TOWNSHIP is required to complete the work which the DEVELOPER has obligated itself to do, and the cost is less than as listed in Paragraph 5 a as herein provided, then in such event upon completion of the work by the TOWNSHIP and the payment therefor out of funds provided by the security delivered by the DEVELOPER, any such portion of the amount listed in Paragraph 5 a then remaining in the TOWNSHIP's possession or a lesser amount after all expenses have been deducted for said work, shall forthwith be returned to the DEVELOPER or to the DEVELOPER and the person, firm or corporation obligated under the completion guarantee.
21. That the DEVELOPER shall and will and does hereby hold harmless the TOWNSHIP, Township Engineer, its agents, servants, officers and employees of and from any and all claims, demands, actions, causes of action, suits either at law or equity, arising out of the performance by the said DEVELOPER in the construction of physical improvements as herein set forth, it being expressly understood and agreed that neither this Agreement nor any part hereof is intended to constitute a contract, express or implied, with any contractor of the DEVELOPER for the payment in connection with the performance of any work required hereunder by the DEVELOPER or its agents.
22. That nothing in this Agreement shall be construed as accepting or adopting any of the facilities to be constructed in the Crosswinds Plan No. 2, Phase 1 as herein referred to as public facilities.
23. That the DEVELOPER shall form a Homeowners Association in strict conformity with the law.
24. That the DEVELOPER shall and will at its own cost and expense furnish, purchase and install street identification signs for streets in the Crosswinds Plan No. 2, Phase 1 as herein referred to specifications established by the TOWNSHIP.
25. The DEVELOPER agrees to construct the waterline as proposed on the Plans, first, prior to any other development activities. The waterline construction and installation must be approved and accepted by Moon Township Municipal Authority (MTMA) prior to any other development activities commencing. Once the waterline is ready for tap-ins and any existing resident who abuts the waterline is notified that the public water is available the sanitary sewer line construction may begin as proposed on the plan, second, prior to any other development activities. The sanitary sewer line construction and installation must be approved and accepted by MTMA prior to any other development activities commencing. Once the sanitary sewer

line is ready for tap-ins and any existing resident who abuts the sanitary sewer line is notified that the public sanitary sewer is available the remainder of the development may commence as proposed on the plan.

26. The DEVELOPER agrees to honor Ernest L. and Linda L. David's responsibility to the additional provisions of the Agreement of sale and purchase dated March 27, 1993 between Ernest L. and Linda L. David and Robert and Barbara Weber (Exhibit 'C') with respect to "well and septic system to be both converted to public when available, fees to be paid by seller".
27. The DEVELOPER agrees to honor Richard W. Brown's responsibilities to the assignment of rights under Cross-Easement Agreements dated May 17, 1996 between Richard W. Brown, Executor of the Estates of Michael J. and Cathy J. Hansen, deceased ("Executor") and Robert S. and Lisa K. Raihall (Exhibit 'D'); and Ernest L. and Linda L. David's responsibility to the Cross-Easement Agreement dated March 17, 1996 between Spectra Associates, Inc., Ernest L. and Linda L. David and Richard W. Brown, Executor of the Estates of Michael J. and Cathy J. Hansen, deceased (Exhibit 'E'); and George and Hazel L. Kinchen's responsibilities to the Cross-Easement Agreement dated May 12, 1996 between George and Hazel L. Kinchen and Richard W. Brown, Executor of the Estates of Michael J. and Cathy J. Hansen, deceased (Exhibit 'F'); and Richard W. Brown's responsibilities to the Indenture dated May 17, 1996 between Richard W. Brown, Executor of the Estates of Michael J. and Cathy J. Hansen, deceased and Robert S. and Lisa K. Raihall (Exhibit 'G').
28. The DEVELOPER agrees to honor Matt Dickun, President of Trueline Corporation's responsibilities to the Addendum to Cross-Easement dated October 31, 2000 between Trueline Corporation and Robert and Lisa Raihall (Exhibit 'H').
29. The DEVELOPER agrees to honor Matt Dickun, President of Trueline Corporation's responsibilities to the following statement as agreed upon by Matt Dickun, President of Trueline Corporation and Robert and Lisa Raihall (Exhibit 'I'):

"Prior to the granting of any occupancy certificates in the Plan, Trueline Corporation must install public water and public sewer lines and other utilities to the real estate numbered and known as 240 Becks Run Road ("Raihall Property"). Such public water and public sewer lines and other utilities must service and connect the dwelling located on the Raihall property in strict accordance with all rules, regulations, ordinances, standards, guidelines and requirements of the Allegheny County Health Department, Plumbing Division, Township of Moon, and the Moon Township Municipal Authority. All costs, expenses and tap-in fees associated with such public

water and sewer line and other utility installation and connection shall be paid solely by Trueline Corporation".

30. That the DEVELOPER shall and will at its own cost and expense include the TOWNSHIP and Township Engineer or cause the TOWNSHIP and the Township Engineer to be included as an additional insured in any contract of liability or property damage insurance in connection with the development of said plan of lots in such amounts as required by the TOWNSHIP and will cause the TOWNSHIP and the Township Engineer to be named as additional insured in any contract of liability or property damage insurance required to be obtained by any contractor or subcontractor of the DEVELOPER, and shall and will prior to any physical work being initiated in connection with the development of said plan and lots exhibited unto the TOWNSHIP certificates indicating compliance by the DEVELOPER with the provisions of this paragraph of this Agreement.
31. That the DEVELOPER shall and will reimburse the TOWNSHIP for any reasonable and customary legal and engineering fees, costs or charges which may be incurred by the TOWNSHIP in connection with its Solicitor and Engineer preparing this Agreement. In addition, the DEVELOPER shall and will reimburse the TOWNSHIP for all engineering fees, costs and charges which may have been or which may be incurred by the TOWNSHIP in connection with the review, recommendations and approval of the Crosswind Plan No. 2, Phase 1 as referred to herein. Such reimbursement is to be made by the DEVELOPER unto the TOWNSHIP for services herein enumerated and shall be within thirty (30) days after the DEVELOPER receives the statement therefor from the TOWNSHIP.
32. That this Agreement, including exhibits, is the complete Agreement between the parties and there are no written or verbal understandings or agreements directly or indirectly connected herewith that are not incorporated herein.

EXECUTED this 26 day of JUNE, 2001

WITNESS:

Michael R. Bernat
(For Developer)

Matthew B. Duke

PRESIDENT
Title



George S. Smith
(For Township)

Donald J. Liskay

MOON TOWNSHIP BOARD OF
SUPERVISORS

Donald J. Liskay, Chairperson



DEVELOPER'S AGREEMENT

THIS AGREEMENT, made and entered into this 26th day of JULY 2002, by and between the TOWNSHIP OF MOON, a municipal corporation of 1000 Beaver Grade Road, Moon Township, PA 15108, hereinafter called the "TOWNSHIP"

A

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TRUELINE CORPORATION, a Pennsylvania Corporation with an address of 470 Old Frankstown Road, Monroeville, PA 15146 hereinafter called the "DEVELOPER".

WITNESSETH

WHEREAS, DEVELOPER proposes a Subdivision situate in the Township of Moon, Allegheny County, Pennsylvania, known as Crosswinds Plan No. 2, Phases 2 & 3; and

WHEREAS, said Subdivision contains forty-nine (49) lots to be sold, developed, and occupied for single-family residential purposes and three (3) residual; and

WHEREAS, said Subdivision has received final approval of the Moon Township Planning Commission on January 2, 2002, and the governing body of the TOWNSHIP of Moon on January 9, 2002, and now appears of record in the Office of the Recorder of Deeds of Allegheny County, Pennsylvania in Plan Book _____, Pages _____;

WHEREAS, DEVELOPER has entered, or is about to enter into agreement with the Moon Township Municipal Authority to provide for municipal transportation and treatment of all sanitary sewage emanating from said development and the Moon Township Municipal Authority for municipal water service to said development for drinking and sanitation purposes and fire hydrant service; and

WHEREAS, as a condition of Subdivision approval, DEVELOPER is required to construct certain improvements in said development and, after construction of same, to dedicate such work to public use for public purposes; and

NOW, THEREFORE, DEVELOPER for itself, its executors, administrators and successors, their heirs and assigns, and the TOWNSHIP, for itself, its successors, and its assigns, both respectively INTENDING TO BE LEGALLY

BOUND HEREBY, do hereby covenant and agree:

1. That pursuant to the authority contained in Subdivision Ordinance #360 of the Township of Moon, AND SUBJECT TO THE CONDITIONS HEREINAFTER SET FORTH, the TOWNSHIP hereby grants final approval of the roadway and storm water facilities described in the written plans and reports and approved by the governing body of the Township of Moon, or its agencies, for the purpose of securing final approval of the aforesaid plat of subdivision and land development. The aforesaid plat and development plan concerns a development of 49 Lot Subdivision proposed to be constructed upon a tract of land situate in the Township of Moon, Allegheny County, Pennsylvania, comprising approximately 66 acres more or less, zoned R-2, Residential, and presently accessible from Becks Run Road.

SPECIAL CONDITIONS

- A. That the final approval hereby granted shall be filed with the public records maintained by the Manager of the governing body of the Township of Moon at the Municipal Building located at 1000 Beaver Grade Road in the Township of Moon.
- B. That the final approval hereby granted is expressly conditioned upon DEVELOPER'S completion of all improvements shown on the following

plans received by the TOWNSHIP. The following plans are to be known as Exhibit "A".

- (1) Crosswinds Plan No. 2, Phases 2 and 3, Plan for Recording, Sheets 1 - 2.
 - (2) Crosswinds Plan No. 2, Phases 2 and 3, Grading, Erosion and Sedimentation Control Plan, Morris Knowles Sheets 1 - 6.
 - (3) Crosswinds Plan No. 2, Phases 2 and 3, Street Profiles, Sheets 14 and 15.
 - (4) Crosswinds Plan No. 2, Phases 2 and 3, Storm Sewer Profiles Sheets 8 - 13.
 - (5) Crosswinds Plan No. 2, Phases 2 and 3, Sanitary Sewer Plan, Sheets 4-7.
 - (6) Crosswinds Plan No. 2, Phases 2 and 3, Master Plan Sheet 1-3 of 3.
 - (7) Crosswinds Plan No. 2, Phases 2 and 3, Details, Sheets 16 -19.
2. That the final approval hereby granted is expressly conditioned upon DEVELOPER'S compliance with all applicable provisions of Ordinances 345 as amended 360 and 211 of the Township of Moon.
 3. That the final approval hereby granted is expressly conditioned upon DEVELOPER'S compliance with the provisions of the agreements entered into, or about to be entered into, by DEVELOPER and the Moon Township Municipal Authority for municipal transportation and treatment of all sanitary sewage emanating from said development and for potable water service for sanitation purposes and fire hydrant service. Said agreements are, by reference, made a part of this Agreement. The final approval hereby granted shall be revoked in the event that DEVELOPER shall seek to service their proposed development by private water supply or private sewage collection and treatment.

4. That the final approval hereby granted is expressly conditioned upon DEVELOPER'S obligation and duty to construct at their own cost the storm water collection system shown in the graphic materials submitted in connection with the development plan. Provided, nevertheless, that such work shall be constructed in strict accordance with the Design Criteria appearing in Moon Township Standard Details adopted December 13, 2000. The DEVELOPER is also obligated to provide erosion and sedimentation control measures, both temporary and permanent, to ensure minimal environmental impact.
5. That the final approval hereby granted is expressly conditioned upon DEVELOPER'S obligation and duty to construct at their own cost Woodwinds Drive and Leeward Drive West as shown in the graphic materials submitted in connection with the development plan. Provided, nevertheless, that such work shall be constructed in strict accordance with the Design Criteria appearing in Moon Township Standard Details adopted December 13, 2000.
6. That the final approval hereby granted is expressly conditioned upon DEVELOPER'S obligation and duty to install at their own cost street lighting poles and fixtures along Woodwinds Drive and Leeward Drive West as shown in the graphic materials submitted in connection with the development plan of said subdivision.
7. That the final approval hereby granted is expressly conditioned upon DEVELOPER'S obligation and duty to provide at their own cost the following performance bonds/letters of credit as identified in the attached Bonding Summary Exhibit "B":
 - a. Irrevocable letter of credit in the amount of \$196,432.50 to guarantee pavement construction and street markings of Woodwinds Drive and Leeward Drive West as described in the graphic materials submitted in connection with the development plan and approved by the TOWNSHIP or one of its aforementioned agencies.
 - b. Irrevocable letter of credit in the amount of \$537,699.80 to guarantee the roadway grading, lot excavation, storm water, temporary and permanent erosion control facilities and other miscellaneous related items as shown in the graphic materials submitted in connection with development plan and approved by the TOWNSHIP or one of its aforementioned agencies.

- c. Irrevocable letter of credit in the amount of \$ 16,500.00 to guarantee the installation of street light structures along Woodwinds Drive and Leeward Drive West.
- d. Irrevocable letter of credit in the amount of \$118,057.50 to guarantee the construction of sidewalks along the entire length of Woodwinds Drive and Leeward Drive West.

Irrevocable letters of credit shall be of a term sufficient to accomplish the tasks listed above. The Township may issue a Stop Work Order two weeks prior to the termination of the irrevocable letters of credit and not permit work until such time that the irrevocable letters of credit have been renewed. The TOWNSHIP also reserves the right to withhold the issuance of building permits in the event that the proper guarantees are slated for expiration.

The company issuing the irrevocable letters of credit must provide a thirty-day (30) written notification prior to the termination of the irrevocable letters of credit. If the required work to be performed under the irrevocable letters of credit has not been completed, the DEVELOPER must renew the irrevocable letter of credit or the TOWNSHIP reserves the right to cash in the irrevocable letter of credit.

- 8. That except as hereinabove or hereinafter set forth, all improvements and construction herein contemplated shall be in accordance with the TOWNSHIP'S specifications and the installation and construction of said improvements shall at all times be subject to inspection by the TOWNSHIP or its duly authorized representatives, it being understood and agreed that the inspection of the work is limited to a determination as to whether or not the installation and construction of the improvements is in accordance with the TOWNSHIP'S specifications and/or other appropriate specifications, as the case may be, it being understood and agreed that such right of an inspection is not intended to include and does not include any supervision or right of supervision of the manner or means utilized by the DEVELOPER and/or its contractor or subcontractor in the installation and construction of aforesaid improvements. The DEVELOPER shall and will pay unto the TOWNSHIP all reasonable and customary fees required by the TOWNSHIP in connection with the inspection of installation and construction of aforesaid improvements, which said fees shall be paid by the DEVELOPER within thirty (30) days after receipt of invoices outlining the same. The DEVELOPER shall provide the Township Engineer with a schedule of proposed construction activities prior to the beginning of any development activities and the scheduling of the pre-construction meeting, and shall further provide the TOWNSHIP and Township Engineer a minimum of 72 hours notice prior to commencing any

work requiring observation by the Township Engineer. Any construction performed without the observation of the Township Engineer shall be at the DEVELOPER'S sole risk and be subject to rejection by the TOWNSHIP. The DEVELOPER shall schedule a pre-construction meeting at the project site subsequent to mobilization but prior to construction commencing. Notwithstanding the foregoing, minor changes in the location and siting of building and structures may be authorized by the Township Supervisors if required by engineering or other circumstances not foreseen at the time that Exhibit "A" was approved. All other changes, any rearrangement of lots, blocks, building tracks, structures or any other changes in the provision of common open spaces and all other changes from the approved final Plan of the Crosswinds Plan No. 2, Phases 2 & 3 must be approved by the Township Supervisors in conjunction with the Township Engineer and the Engineer for the Developer which approval will not be unreasonable and will be done in a reasonable manner.

9. That upon the execution of this Agreement and the delivery by the DEVELOPER unto the TOWNSHIP of appropriate security as set forth in Paragraph 7 a through d, conditioned upon prompt and satisfactory performance by the DEVELOPER of all of its covenants and agreements as herein set forth, upon receipt and approval by the TOWNSHIP of appropriate plans for development of the Crosswinds Plan No. 2, Phases 2 & 3 as herein referred to and upon receipt by the TOWNSHIP of appropriate and satisfactory application for building permits and other necessary and appropriate permits and upon the payment by the DEVELOPER of whatever fees, costs or charges may be required for the issuance of building permits for dwelling houses in said Crosswinds Plan No. 2, Phases 2 & 3, the TOWNSHIP shall and will cause building permits and other necessary appropriate permits to be issued to the appropriate builder or Township officials.
10. That in the event the DEVELOPER fails or neglects or refuses to complete the works herein contemplated within twelve (12) months herein limited in accordance with this Agreement or becomes insolvent or be declared a bankrupt or commits any act of bankruptcy or is the subject of a receivership proceeding, then in any such event this Agreement shall be furnished to the DEVELOPER and to its security and the TOWNSHIP may at that time in its sole and absolute discretion employ such workmen, laborers, foremen, independent contractors, sub-contractors, equipment supplies and appliances as the TOWNSHIP may deem advisable and necessary to complete the work herein contemplated and the said TOWNSHIP may shall utilize funds so received to pay the wages of persons so employed and the services of independent contractors or subcontractors to obtain the use of any equipment, appliances and to purchase materials, supplies, equipment and appliances, and all wages and costs so paid shall be such as the TOWNSHIP in its sole and

absolute discretion may find advisable and the security shall forthwith pay unto the TOWNSHIP such funds as demanded by the TOWNSHIP within the terms and limitations as such security agreement.

11. All irrevocable letters of credit shall remain outstanding until the Township Engineer determines that the item has been completed to Township Standards, and the Township Engineer shall, upon such completion, provide a letter to the DEVELOPER permitting termination of such irrevocable letters of credit as of that date. Draws on such irrevocable letters of credit may be made by the TOWNSHIP (i) to the extent the TOWNSHIP incurs or expects to incur a reasonable and necessary out-of-pocket expense in completing any such item left incomplete by the DEVELOPER, and (ii) by the TOWNSHIP certifying to the issuer of such bonds that the DEVELOPER has breached its obligations to construct and provide such items under this Agreement and that the TOWNSHIP has incurred or reasonably expects to incur the amount required to be drawn or paid to correct the deficiency in the DEVELOPER'S performance. No funds in excess of that needed to complete the DEVELOPER'S obligations shall be extracted from the irrevocable letters of credit. These irrevocable letters of credit may be reduced in the future by mutual agreement between the TOWNSHIP and the DEVELOPER. The DEVELOPER and company issuing the irrevocable letters of credit must provide a thirty (30) day written notification prior to the termination of the irrevocable letters of credit. If the required work to be performed under the irrevocable letter of credit has not been completed, the DEVELOPER must renew the irrevocable letter of credit or the TOWNSHIP reserves the right to cash in the irrevocable letter of credit.
12. That the final approval hereby granted is expressly conditioned upon DEVELOPER'S obligation and duty to provide at their own cost the following maintenance security.
 - a. Maintenance Security in the amount of \$ 26,786.25 to guarantee the maintenance of Woodwinds Drive and Leeward Drive West as described in Paragraph 7(a) hereof.

The DEVELOPER shall in accordance with Ordinance No. 360, install a one and one half inch asphalt top on Woodwinds Drive and Leeward Drive as described in Paragraph 7 (a) hereof.
 - b. Maintenance Security in the amount of \$ 26,886.00 to guarantee the maintenance of the storm water and erosion control facilities, as described in Paragraph 7(b) hereof.

c. Maintenance on all street lighting poles and fixtures are the obligation of Homeowners Association, therefore, no maintenance security is required.

d. Sidewalks are privately maintained after proper installations as covered by the performance guarantee as described in Paragraph 7(d).

All maintenance securities shall be valid for a period of eighteen (18) months from the date of final acceptance of all required improvements to Township Standards.

13. That subject to the conditions hereinbefore and hereinafter set forth, and following full completion of DEVELOPER'S installation and construction of the storm water facilities, Woodwinds Drive and Leeward Drive West and after final inspection and approval of same by the Township's Engineer, the DEVELOPER will convey to the TOWNSHIP said public storm facilities (located within the public road right-of-ways) and public roadways, and the TOWNSHIP will release above referenced performance guarantees. The DEVELOPER shall be solely responsible for the construction, reconstruction, ownership and maintenance of the stormwater conveyance system (outside public road right-of-way) and stormwater detention system which will include, but not be limited to, the pond, the embankment creating the pond, the outlet control structure, as may be contained within the plan, and the discharge. Provided nevertheless, that as a condition of the TOWNSHIP'S release of performance guarantees:

- a. DEVELOPER shall promptly reimburse the TOWNSHIP, as billed, the actual cost of engineering and inspection incurred by the TOWNSHIP during project review, construction and final approval of same.
- b. DEVELOPER shall deliver to the TOWNSHIP a full and complete release of liens for all materials delivered and/or supplies and labor performed in connection with DEVELOPER'S work of construction and installation of same or, otherwise, deliver such facilities and roadways free and clear of liens.
- c. DEVELOPER shall deliver to the TOWNSHIP two complete sets of "as-built" drawings and calculations of the complete installation of same, along with a reproducible linen or mylar and a copy of said "as-built" on computer diskette (Auto-Cadd 2000 format).
- d. DEVELOPER shall make full and complete restoration of the surface of all real estate, including, without limitation, private land and public rights-of-way, damaged as a result of work performed by

DEVELOPER in their aforesaid work of construction and installation.

- e. DEVELOPER shall dedicate for public purposes all streets and easements shown in the plat of subdivision of said land development.
 - f. DEVELOPER hereby agrees to make a recreational donation to the TOWNSHIP of \$4,900.00.
- 14. The DEVELOPER shall post an overweight hauling bond on Becks Run Road from Moon Clinton Road to the development at the rate of \$12,500 per mile of roadway in accordance with the Uniform Bonding Policy of Pennsylvania. --, and the design plans and details.
 - 15. Provide a copy of the Allegheny County Conservation District's approval letter of the Soil Erosion and Sedimentation Control Plan Drawings and Narrative.
 - 16. Provide a copy of the approval letter from the Township fire official regarding the fire hydrant locations.
 - 17. The DEVELOPER further agrees that no blasting will occur in conjunction with this development.
 - 18. The operation of heavy construction or excavation machinery including but not limited to bulldozers, high lifts, backhoes, trucks, power shovels, pumps and jack hammers, and drills or any other type of machinery or activity used or taking place in conjunction with work requiring a building permit and which is the cause of noise sufficient to disturb the peace and tranquility of the general public and surrounding neighborhood as determined by the Township Zoning Officer shall be prohibited within the TOWNSHIP between the hours of 8:00 PM and 7:00 AM Monday through Saturday, all day Sunday, and on all Federal, State and Township designated legal holidays.
 - 19. Notwithstanding anything else to the contrary in this Agreement, the DEVELOPER'S timely performance of any of its obligations under this Agreement shall be excluded if the DEVELOPER is rendered unable to perform by reason of any Act of God, fire, riot, the DEVELOPER'S performance shall occur and be completed within a time reasonable under the circumstances.
 - 20. That the DEVELOPER, if it constructs dwelling houses in said plan, or any contractor who may construct dwelling houses in said plan, shall and will during the construction of said dwelling homes, even though such

construction may be subsequent to the time the TOWNSHIP accepts or adopts streets or portions thereof which said dwelling houses abut as TOWNSHIP streets, keep and maintain said streets free of mud, dirt or any other debris which may collect thereon as a result of the construction of dwelling houses in said plan. Further, the DEVELOPER shall and will be responsible to keep and maintain vacant lots in the plan free from building materials, new or used, or other debris which may be deposited thereon by builders who have built or are building dwelling houses on lots in the plan and keep and maintain vacant lots in the plan free from mud, weeds, and grass growing thereon in excess of six inches. In the event that a developer fails, neglects or refuses after ten (10) days written notice to carry out his responsibilities as set forth in this paragraph, the DEVELOPER agrees that the TOWNSHIP may perform such obligations on behalf of the DEVELOPER and he does hereby authorize the TOWNSHIP to file municipal claim or lien against said property or properties in the amount equal to the cost incurred by the TOWNSHIP in performing such obligations on behalf of the DEVELOPER, plus interest and costs in the event the DEVELOPER fails, neglects or refuses to pay the same unto the TOWNSHIP upon demand.

21. That in the event the DEVELOPER defaults in any of its undertakings as herein set forth and as a result thereof the TOWNSHIP is required to complete the work which the DEVELOPER has obligated itself to do, and the cost is less than as listed in Paragraph 7 a through c as herein provided, then in such event upon completion of the work by the TOWNSHIP and the payment therefor out of funds provided by the security delivered by the DEVELOPER, any such portion of the amount listed in Paragraph 7 a through d then remaining in the TOWNSHIP's possession or a lesser amount after all expenses have been deducted for said work, shall forthwith be returned to the DEVELOPER or to the DEVELOPER and the person, firm or corporation obligated under the completion guarantee.
22. That the DEVELOPER shall and will and does hereby hold harmless the TOWNSHIP, Township Engineer, its agents, servants, officers and employees of and from any and all claims, demands, actions, causes of action, suits either at law or equity, arising out of the performance by the said DEVELOPER in the construction of physical improvements as herein set forth, it being expressly understood and agreed that neither this Agreement nor any part hereof is intended to constitute a contract, express or implied, with any contractor of the DEVELOPER for the payment in connection with the performance of any work required hereunder by the DEVELOPER or its agents.
23. That nothing in this Agreement shall be construed as accepting or adopting any of the facilities to be constructed in the Crosswinds Plan No. 2. Phases 2

and 3, as herein referred to as public facilities.

24. That the DEVELOPER shall form a Homeowners Association in strict conformity with the law.
25. That the DEVELOPER shall and will at its own cost and expense furnish, purchase and install street identification signs for streets in the Crosswinds Plan No. 2, Phases 2 and 3 as herein referred to specifications established by the TOWNSHIP.
26. That the DEVELOPER shall and will at its own cost and expense include the TOWNSHIP and Township Engineer or cause the TOWNSHIP and the Township Engineer to be included as an additional insured in any contract of liability or property damage insurance in connection with the development of said plan of lots in such amounts as required by the TOWNSHIP and will cause the TOWNSHIP and the Township Engineer to be named as additional insured in any contract of liability or property damage insurance required to be obtained by any contractor or subcontractor of the DEVELOPER, and shall and will prior to any physical work being initiated in connection with the development of said plan and lots exhibited unto the TOWNSHIP certificates indicating compliance by the DEVELOPER with the provisions of this paragraph of this Agreement.
27. That the DEVELOPER shall and will reimburse the TOWNSHIP for any reasonable and customary legal and engineering fees, costs or charges which may be incurred by the TOWNSHIP in connection with its Solicitor and Engineer preparing this Agreement. In addition, the DEVELOPER shall and will reimburse the TOWNSHIP for all engineering fees, costs and charges which may have been or which may be incurred by the TOWNSHIP in connection with the review, recommendations and approval of the Crosswinds Plan No. 2, Phases 2 & 3 as referred to herein. Such reimbursement is to be made by the DEVELOPER unto the TOWNSHIP for services herein enumerated and shall be within thirty (30) days after the DEVELOPER receives the statement therefor from the TOWNSHIP.
28. That this Agreement, including exhibits, is the complete Agreement between the parties and there are no written or verbal understandings or agreements directly or indirectly connected herewith that are not incorporated herein.

EXECUTED this 26th day of JULY, 2002.

WITNESS:


(For Developer)




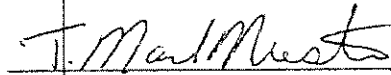


Title

(SEAL)

WITNESS:


(For Township)



MOON TOWNSHIP
BOARD OF SUPERVISORS
T. Mark Mustio, Chairperson

(SEAL)