

**DEVELOPER'S
IMPROVEMENT GUARANTEE AGREEMENT**

THIS AGREEMENT (hereinafter referred to as "Agreement"), entered into this 20 day of JULY, 2026, by and between **EAST LAMPTER TOWNSHIP**, a Pennsylvania municipal corporation duly organized under the laws of the Commonwealth of Pennsylvania, with its municipal office located at 2250 Old Philadelphia Pike, Lancaster, PA 17602 (hereinafter referred to as "Township") and **CONESTOGA VALLEY SCHOOL DISTRICT**, a public school district organized and operating under the Public School Code of 1949, 24 P.S. § 1-101 et seq., with offices at 502 Mount Sidney Road, Lancaster, PA 17602 (hereinafter referred to as "Developer").

WITNESSETH:

WHEREAS, Developer is the owner of a lot of land identified as Tax Parcel ID No. 3105002300000, located in East Lampeter Township, Lancaster County, Pennsylvania, which Developer intends to develop (the "Development") in accordance with a Final Land Development Plan" prepared by EAST Lampeter, dated JUNE 30, 2026, last revised N/A, (the "Plan"); and
TOWNSHIP

WHEREAS, it is the intention of the Developer to install certain public improvements in connection with the Development; and

WHEREAS, the parties hereto desire to ensure the construction of the public improvements by establishing security for the performance of the construction in the Development.

NOW, THEREFORE, the parties hereto, for themselves and their respective successors and assigns, intending to be legally bound hereby, agree as follows:

1. The Plan is incorporated herein by reference.
2. Developer shall, at its own cost and expense, provide and complete not later than one (1) year from the date first above written the public improvements set forth in the cost estimate, a copy of which is attached hereto, made a part hereof, and marked Exhibit "A" (the "Improvements"), in accordance with Township's ordinances and the requirements of the Township Engineer, and, where appropriate, with the East Lampeter Sewer Authority's resolutions and the requirements of the Authority's engineer, said Improvements being located in or adjacent to the Development.
3. The Township Engineer shall inspect all Improvements installed by Developer pursuant to this Agreement. The Township Engineer shall have the right to make periodic on-site inspections of all installations and the Improvements, required to be provided by Developer, at Developer's expense.
4. Developer shall reimburse Township for engineering costs necessitated by the review and approval of Developer's Plan, and the inspection of all required improvements and the review of all Developer's record plans. The rate charged to Developer for engineering services

shall be the same rate charged to the Township by the Township Engineer. In addition to the engineering fees, Developer shall reimburse Township for all associated itemized expenses at the actual cost of the expenses. Developer shall make reimbursement to the Township for engineering costs and expenses within thirty (30) days of receipt of an invoice from the Township. All such fees and costs shall be reimbursed to Township before final approval of Developer's Plan.

5. Developer shall, as security to guarantee installation of the Improvements provide the Township with an irrevocable letter of credit or cash or bond (the "Financial Security") in the principal amount of one million nine hundred ninety one hundred ninety five and 00/100 Dollars (\$1,990,195) (the "Improvement Guarantee Agreement"), which amount represents one hundred ten percent (110%) of the estimated costs of the Improvements. The Financial Security shall be used only for and to defray the expense of the installation of the Improvements specified in this Agreement and shall be administered by the Township in accordance with this Agreement and the Pennsylvania Municipalities Planning Code. If Developer defaults under this Agreement, the funds secured by the Financial Security shall be applied to the cost of providing or completing the Improvements by the Township, as provided in paragraph 6 below. Township reserves the right to have Developer increase the amount of the Financial Security, if at any time in the sole reasonable opinion of the Township, the funds secured by the Financial Security are insufficient to complete the Improvements or to provide the security necessary under the Pennsylvania Municipalities Planning Code or any Township Ordinance, either as a result of additional requirements required by the Township Engineer, interruptions in construction, or any other unforeseen factor that may arise at any time prior to completion of the Improvements. Any such request to increase the amount of the Financial Security shall be made in writing by Township to Developer and shall be based upon a reasonable estimate of the cost of the additional requirements or other circumstances necessitating the increase, plus a ten percent (10%) contingency, and the Financial Security in such increased amount shall be provided to Township within thirty (30) days of the date of said written request. In the event that Developer fails to provide said additional Financial Security in the time period provided, said failure shall be tantamount to a failure to complete and Township shall be entitled to all remedies provided by law, including all remedies set forth herein and in Township Ordinances.

(a) When Developer has completed the Improvements or an identifiable portion thereof, Developer shall notify Township, in writing, of said completion and shall send a copy thereof to the Township Engineer. Township shall, within ten (10) days after receipt of such notice, direct and authorize the Township Engineer to inspect the Improvements for the purpose of determining Developer's compliance with applicable ordinances, regulations, specifications, and standards of the Township and other governmental and regulatory bodies and this Agreement. Said Engineer shall thereupon file a report, in writing, with Township and shall promptly mail a copy of the same to Developer. The report shall be made and mailed within thirty (30) days after receipt by said Engineer of the aforesaid authorization from Township; said report shall be detailed and shall indicate approval or rejection of the Improvements, or any portion thereof, and if the Improvements, or any portion thereof, shall not be approved or shall be rejected by said Engineer, said report shall contain a statement of the reasons for such non-approval or rejection.

(b) Township shall notify Developer in writing of the action of Township with relation to said report within forty-five (45) days of receipt of Developer's original written notice of completion to Township.

(c) If any portion of the Improvements shall not be approved or shall be rejected by Township and/or Township Engineer, Developer shall proceed to complete or repair the same and, upon completion, the same procedure of inspection and notification, as outlined herein, shall be followed.

(d) All notices relating to Developer's final completion of the Improvements, upon approval by the Township Engineer, shall be sent by first class mail. Upon the date of final completion of the Improvements, as certified by the Township Engineer and approved by the Township, the Financial Security shall be reduced or a new one provided to an aggregate amount which shall not exceed fifteen percent (15%) of the actual cost of the installation of the Improvements (the "Maintenance Amount") which shall be retained by Township for a period not to exceed eighteen (18) months from said completion date. The Maintenance Amount shall be for the benefit of Township for any costs and expenses incurred in maintaining and/or repairing the Improvements during said maintenance period. In no event shall Township be responsible for any other maintenance and/or repair during said eighteen (18) month period.

6. In the event Developer shall be in default hereunder and/or any Improvements as herein required are not constructed and installed in the manner and within the time limitation as herein provided, Township is hereby granted the power to enforce this Agreement as follows:

(a) Township may apply funds drawn on the Financial Security to pay the costs of Township constructing, installing and/or maintaining the Improvements referred to herein, as well as any reasonable fees of Township relating to such construction, installation or maintenance and/or other costs provided for herein. Upon completion of the Improvements or any maintenance, the balance of such funds, if any, shall be paid to Developer.

(b) In the event the balance of the Financial Security is insufficient to pay the cost of Township constructing, installing and/or maintaining the Improvements herein referred to and/or other costs provided for herein, Township shall have the right to institute appropriate legal or equitable action against Developer to recover the monies necessary to complete the remainder of the Improvements.

(c) All the proceeds obtained by Township in the event of default by Developer, whether resulting from the Financial Security or from any legal or equitable action brought against Developer, shall be used solely for the installation of the Improvements and/or any other costs provided for herein and not for any other municipal purpose.

(d) Also in the event of a default by Developer, Township may issue a stop order, thereby causing a cessation of all work relating to the installation and construction of the Improvements, excepting that Developer shall be permitted to take steps to close the construction site and render it to a safe and secure condition to avoid potential harm and danger to the public or others examining or inspecting the construction site.

7. Any contractor improving, constructing or maintaining the Improvements, including but not limited to Developer, shall be construed to be an independent contractor and such

contractor, including Developer, shall be answerable for any loss or damage of any nature including injuries to persons or property either on or off the site of the work caused by itself or its subcontractors, or its or their employees, and such contractor, including Developer, agrees to indemnify fully, protect and save harmless Township, its elected or appointed officials, Township Engineer, and Township Solicitor against loss, damage or expense of any nature to all claims or liabilities resulting from accident, negligence or from other cause whatsoever on the part of said contractor, including Developer, or its subcontractors, its agents or employees or any of them, during and in and about the performance of this Agreement and the Improvements and any contract for extra work or agreement supplementary hereto. Each contractor, including Developer, so acting shall carry insurance against said liabilities with companies and in amounts satisfactory to Township and shall, upon Township's request, produce to Township evidence satisfactory to it that such insurance is in force and will be maintained throughout the term of this Agreement.

8. In the event the Developer must perform excavation and construction work within a highway right-of-way, Developer agrees to prepare, at its expense, the documentation necessary for the Township to obtain a Highway Occupancy Permit from the Pennsylvania Department of Transportation (PADOT), or a road opening permit from the Township, on behalf of the Developer. Developer shall pay all expenses incurred in connection with obtaining said permits, including the cost of posting any financial security with PADOT or acquiring blasting and restoration bonds, and complying with all state and local requirements, including inspection by PADOT or its designated representative. Developer hereby agrees, for itself, its contractors, licensees and all others engaged in installing or maintaining the Improvements, that the Township, its successors and assigns, shall not be liable for injury to or death of any person whomsoever or for loss of or damage to any property while said excavation and construction work is being performed. Developer shall protect, indemnify and save harmless the Township, its supervisors, officers and employs, from and against any and all liability, loss, cost, damage, expense and claims of every kind and character due to injury to or death of any person or loss of or damage to any property whatsoever arising directly or indirectly out of an incident related to the installation of the Improvements performed by Developer, its agents, contractors, or employees, wherever the incident may occur.

9. Developer shall make provision and be responsible for removing all mud and debris on roads in the Township resulting from any vehicles and equipment leaving the Development and entering onto Township roads. If the same is not removed, and if requested by Township, washed down within twenty-four (24) hours after verbal notice from Township to Developer, then, in that event, said debris and litter shall be removed from the street by Township at Developer's expense and Developer shall reimburse Township for said expense. All roads constructed or reconstructed by Developer shall be provided with snow removal by Developer until such road is formally accepted by Township by deed of dedication.

10. Developer shall be responsible for, and shall, at its sole cost and expense, repair any damage done to Township's existing roads and any of Township existing facilities or systems as the result of or in connection with the performance of any of the work required by this Agreement in or about the Development, whether said work is performed by Developer or by any of its independent contractors, contractors or subcontractors.

11. Whenever sedimentation is caused by stripping vegetation, grading or other earth-moving activities in installing the Improvements, it shall be the responsibility of Developer to remove same from all adjoining surfaces, drainage systems and water courses, and to repair any

damage caused thereby at Developer's expense. Developer shall also be responsible for stabilization, maintenance and construction (to approved design grades and specifications) of all shoulders, drainage swales and public improvements within and adjacent to the Development, which have been damaged as a result of construction activities, grading or stripping of vegetation in connection with the development of the Development.

12. Any phasing of the construction of the Improvements to be provided by Developer shall be mutually agreed upon by Developer and the Township Engineer prior to application for and issuance of the first permit to construct any Improvements within the Development.

13. No delay or failure on the part of Township in exercising any right, power or privilege shall affect such right, power or privilege, nor shall any single or partial exercise hereof preclude any further exercise thereof, or the exercise of any other right, power or privilege. The rights and remedies of Township under this Agreement are cumulative and in addition to any other rights or remedies which Township would otherwise have.

14. No waiver of any breach of this Agreement by Township shall constitute a continuing waiver of such breach or a waiver of any subsequent breach either of the same or any other provision of this Agreement.

15. This Agreement may not be amended, modified, or altered in any respect whatsoever except by further agreement in writing, duly executed by all of the parties hereto.

16. Time is agreed to be of the essence of this Agreement.

17. If any term, covenant or condition of this Agreement or the application thereof to any person, partnership, association, corporation, or other entity shall be deemed invalid or unenforceable, the remainder of this Agreement, or the application of such term, covenant or condition to persons, partnerships, associations, corporations or other entities other than those as to which it shall be held invalid or unenforceable shall not be affected thereby and each such remaining term, covenant or condition of this Agreement shall be valid and be enforceable to the fullest extent permitted by law.

18. This Agreement shall extend to and bind all of the parties hereto and their respective successors and assigns. Provided, however, that Developer shall not have the right to assign this Agreement or its rights hereunder without the prior written approval and consent of Township, which consent shall not be unreasonably withheld.

19. Nothing in this Agreement shall be construed to constitute a waiver, either direct or indirect, of the sovereign or governmental authority of either party, including under the Political Subdivision Tort Claims Act.

20. This Agreement shall be acknowledged by Developer so that same may be recorded if required by the Township at Township's sole cost and expense.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby, have caused this Agreement to be duly executed the day and year first above written.

WITNESS:

W. M. Reed

Attest:

Jane A. Hitchens

CONESTOGA VALLEY SCHOOL DISTRICT

By:

Kenneth Johnson - Director of Operations

EAST LAMPETER TOWNSHIP

By:

Edward "Ted" Gallagher - vice chair

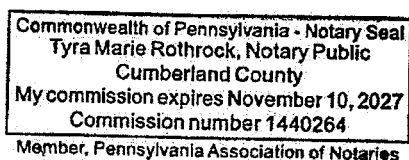
COMMONWEALTH OF PENNSYLVANIA :

: SS

COUNTY OF LANCASTER :

On this, the 24th day of June, 2026, before me, the undersigned officer, personally appeared Kenneth Johnson, and acknowledged himself to be a Member of Conestoga Valley School District and in that capacity, being authorized to do so, executed the foregoing Agreement for the purposes therein contained by signing the name of said limited liability company by himself as a Member.

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



Tyra Marie Rothrock
Notary Public

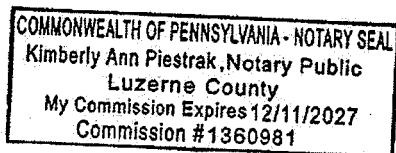
COMMONWEALTH OF PENNSYLVANIA :

: SS

COUNTY OF LANCASTER :

On this, the 13 day of July, 2026, before me, the undersigned officer, personally appeared Edward Gallagher and Tara H. Hitchens, who acknowledged themselves as being the (Vice) Chairman and (Asst.) Secretary of the Board of Supervisors of the Township of East Lampeter, Lancaster County, Pennsylvania, and that they, as such officers, being authorized to do so, executed the foregoing Agreement for the purposes therein contained, by signing the name of such Township by themselves as such officers.

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



Kimberly Ann Piestrak
Notary Public

**DESIGNING ENVIRONMENTS**2201 North Front Street, Suite 200 :: Harrisburg, PA 17110
717.635.2835 :: www.kandwengineers.com**PRELIMINARY OPINION OF PROBABLE CONSTRUCTION COSTS**CLIENT: Conestoga Valley School District
PROJECT NAME: Additions & Renovations - J.E. Fritz ES
PROJECT NO.: 2265.011PREPARER: STS
DATE: 2/5/2026
REVISED: 3/19/2025

<u>E&S CONTROLS</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>		<u>Total</u>
12" Silt Filter Sock	835	L.F. x	\$7.50	=	\$6,262.50
18" Silt Filter Sock	130	L.F. x	\$9.00	=	\$1,170.00
24" Silt Filter Sock	130	L.F. x	\$14.00	=	\$1,820.00
Rock Construction Entrance	1	EA x	\$4,500.00	=	\$4,500.00
Type M Inlet Protection (Filter Bag)	2	EA x	\$530.00	=	\$1,060.00
Type C Inlet Protection (Filter Bag)	17	EA x	\$530.00	=	\$9,010.00
Rip-Rap Placement (1' Depth)	12	S.Y. x	\$65.00	=	\$780.00
Permanent Seeding (Formula B)	23000	S.Y. x	\$0.50	=	\$11,500.00
Erosion Control Maintenance	1	L.S. x	\$2,500.00	=	\$2,500.00
E&S CONTROLS TOTAL					\$38,602.50

<u>EARTHWORK AND EXCAVATION</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>		<u>Total</u>
Grading and Shaping - SW Basin	870	S.Y. x	\$4.00	=	\$3,480.00
EARTHWORK AND EXCAVATION TOTAL					\$3,480.00

<u>PAVEMENT AND ASSOC. IMPROVEMENTS</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>		<u>Total</u>
Standard Duty Paving	4310	S.Y. x	\$55.00	=	\$237,050.00
Heavy Duty Paving	1500	S.Y. x	\$75.00	=	\$112,500.00
Pervious Pavement	540	S.Y. x	\$42.00	=	\$22,680.00
Pavement Overlay (1.5")	2560	S.Y. x	\$12.00	=	\$30,720.00
Heavy Duty Concrete Paving	500	S.Y. x	\$70.00	=	\$35,000.00
Concrete Sidewalk (5" Depth)	19485	S.F. x	\$13.00	=	\$253,305.00
Vertical Curb w/ grading and backfill	3925	L.F. x	\$20.00	=	\$78,500.00
Site Signage (Stop, HCPD, Etc..)	46	EA x	\$500.00	=	\$23,000.00
Pavement Markings (4" Wide Acrylic)	2500	L.F. x	\$1.00	=	\$2,500.00
HCPD Logos, Etc..	9	EA x	\$100.00	=	\$900.00
Curb Stops	22	EA x	\$200.00	=	\$4,400.00
PAVEMENT AND ASSOCIATED IMPROVEMENTS TOTAL					\$800,555.00

<u>STORMWATER MANAGEMENT</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>		<u>Total</u>
HDPE Pipe 15" up to 6' deep	1355	L.F. x	\$48.00	=	\$65,040.00
CMP Pipe 18"	4	L.F. x	\$20.00	=	\$80.00
Type 'C' Inlet - 6-8'	13	EA x	\$4,100.00	=	\$53,300.00
Type 'M' Inlet - 6-8'	2	EA x	\$3,250.00	=	\$6,500.00
Manholes (6' Depth)	5	EA x	\$3,000.00	=	\$15,000.00
Anti-seep Collars	2	EA x	\$1,000.00	=	\$2,000.00
Outlet Control Structure	3	EA x	\$4,800.00	=	\$14,400.00
Water Quality Structure	1	EA x	\$58,000.00	=	\$58,000.00
SW As-Built Plans	1	LS x	\$5,000.00	=	\$5,000.00
NPDES NOT	1	LS x	\$3,500.00	=	\$3,500.00

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PRELIMINARY OPINION OF PROBABLE CONSTRUCTION COSTS

CLIENT: Conestoga Valley School District
PROJECT NAME: Additions & Renovations - J.E. Fritz ES
PROJECT NO.: 2265.011

PREPARER: STS
DATE: 2/5/2026
REVISED: 3/19/2025

INFILTRATION FACILITIES

SCM #1	1	LS	x \$235,000.00 =	\$235,000.00
SCM #2	1	LS	x \$195,000.00 =	\$195,000.00

STORMWATER MANAGEMENT TOTAL				\$652,820.00
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LANDSCAPING

	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total</u>
Trees, 2" Caliper	47	EA	x \$500.00 =	\$23,500.00
Evergreen Trees, 6' Height	129	EA	x \$600.00 =	\$77,400.00
Bushes and Shrubs	72	EA	x \$75.00 =	\$5,400.00

LANDSCAPING TOTAL				\$106,300.00
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SITE LIGHTING

	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total</u>
Single Head w/ Base	15	EA	x \$1,650.00 =	\$24,750.00
Double Head w/ Base	2	EA	x \$2,400.00 =	\$4,800.00

SITE LIGHTING TOTAL				\$29,550.00
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PRELIMINARY OPINION OF PROBABLE CONSTRUCTION COSTS

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PREPARER: STS
DATE: 2/5/2026
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E&S CONTROLS TOTAL	=	\$38,602.50
SITE DEMOLITION TOTAL	=	\$0.00
EARTHWORK AND EXCAVATION TOTAL	=	\$3,480.00
PAVEMENT AND ASSOCIATED IMPROVEMENTS TOTAL	=	\$800,555.00
STORMWATER MANAGEMENT TOTAL	=	\$652,820.00
LANDSCAPING TOTAL	=	\$106,300.00
SITE LIGHTING TOTAL	=	\$29,550.00
ESTIMATED SITEWORK CONSTRUCTION COST - SUBTOTAL	=	\$1,631,307.50
Mobilization	5% =	\$81,565.38
Bonding and Insurance	2% =	\$32,626.15
Maintenance of Traffic	3% =	\$48,939.23
Testing and Miscellaneous	2% =	\$32,626.15
Contingency	10% =	\$163,130.75
ESTIMATED SITEWORK CONSTRUCTION COST - TOTAL		\$1,990,195

NOTES:

1. Does not include rock removal.
2. Does not include the import / export of soil.
3. Does not include sewer or water tapping fees.