

BOROUGH OF KENNETT SQUARE

SUBDIVISION OR LAND DEVELOPMENT
APPLICATION

TO: **Borough of Kennett Square**
 600 S. Broad Street, Suite 110
 Kennett Square, PA 19348

APPLICATION NO.: _____

I/We hereby apply for approval of preliminary plans and subsequent approval of final plans of subdivision or land development and represent as follows:

_____	_____	_____
Owner of record of land	Address	phone

_____	_____
Property Address	Parcel number

_____	_____	_____
Subdivider/Developer	Address	phone

_____	_____	_____
Attorney (if applicable)	Address	phone

_____	_____	_____
Engineer or Surveyor	Address	phone

_____	_____	_____
Name of Subdivision or Development	Location	phone

Total tract size _____ acres;
ff only a portion of tract to be subdivided or developed: _____ acres.
Total number of lots: _____; this section: _____ lots.
Average lot size: _____ square feet.
Average sale price of lot and house (if house is to be built): \$ _____

A copy of the deed to the tract, as recorded in Chester County Deed Book ____ , page ____ , is attached to this application.

Mortgage or other encumbrance: \$ _____; recorded in Chester County Mortgage Bank _____ , page _____

The following improvements are proposed:

New Streets:

Cost:

Storm drainage: _____

Water (including hydrants): _____

Sewerage: _____

Sidewalks and Curbs: _____

Street Lights: _____

Monuments: _____

Trees:

Estimated Cost: _____

Date when improvements will be completed: _____

A fee accompanies this application as follows:

Base fee for _____ lots: \$ _____

Additional lots @ \$50.00: \$ _____

Total Fee: \$ _____

I/We agree to reimburse the Borough for such reasonable fees and expenses as the Borough may incur for the services of its representatives in the investigation, inspection, testing and consultation in connection with this application.

Subdivider or Developer

Received by the Borough this _____ day of _____ 20____

Borough Representative

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENT, that we _____,
as Principal, and _____, a corporation authorized to do business in
the Commonwealth of Pennsylvania and duly licensed by the Insurance Commissioner of the
Commonwealth, as Surety, are held and firmly bound unto the Borough of Kennett Square, Chester
County, Pennsylvania, in the sum of _____ (\$_____) dollars
lawful money of the United States of America to be paid to the Borough, its attorney, successors, or
assigns, for the payment of which we, and each of us, do hereby bind ourselves, our heirs, executors,
administrators, successors and assigns jointly and severally by these presents.

WHEREAS, the above bounded Principal is the subdivider or developer of certain land
situate in the Borough, which is to be subdivided or developed, and has filed Application No. _____
with the Borough for approval of subdivision or land development, more particularly described as
follows (here state name of plan, subdivision, or development; owner(s); subdivider(s) or developer(s);
engineer or surveyor; date of plan).

A copy of the application (with its accompanying plans) is incorporated by reference and made a part hereof.

AND WHEREAS, the Borough, as a condition precedent to granting approval of the application, requests the Principal to give a bond with surety thereon, conditioned upon his compliance with the following regulations:

- a) To construct and complete all streets shown on the application in accordance with the plans and with the specifications of the Kennett Square Subdivision and Land Development Ordinance at the Principal's expense.
- b) To construct and complete all sidewalks and curbs in accordance with the application and with the specifications of the Kennett Square Borough Code at the Principal's expense.
- c) To install all public utility and other mains and all service connections in the bed of the roads and street before the paving thereof at the Principal's expense.
- d) To complete all the improvements in connection with the subdivision or developments within one year of the ____ day of _____ 20__ (the date, fixed in the subdivision or land developments application for completion of such improvements).
- e) To deliver to the Borough a final Certificate which shall certify that the work has been completed and all streets, roads and improvements have been constructed and installed in accordance with the aforesaid ordinance to the satisfaction of the Borough Manager or other designated person; and to deliver all papers and documents in the required form.
- t) To certify to the Borough that the said Principal has made an irrevocable offer to the Borough relative to the dedication of all said roads, streets and improvements.

NOW THE CONDITION OF THIS OBLIGATION is such that if the above bounded Principal shall well and truly comply with each and all of the above regulations, then, this obligation shall be void; otherwise it shall remain in full force, virtue and effect.

PROVIDED, HOWEVER, and it is hereby agreed, that if, at any time, the above regulations shall not be fully and specifically complied with in all respects, that we do by these presents, authorize and empower the Solicitor of the Borough or any other attorney, or the Prothonotary of any court of record in the Commonwealth of Pennsylvania or elsewhere, to appear for us and each of us and confess judgment against us for the said sum above mentioned, with costs of suit and release of errors; and we do hereby waive the right of inquisition on any real estate and authorize the same to be sold upon a writ of execution.

We also waive the benefit of all laws now in force, or which may be hereafter become in force, exempting real or personal property from levy and sale upon execution.

SIGNED, SEALED and DELIVERED this _____ day of _____ 20____.

_____ (SEAL)

By:

Attorney-in-Fact

MAINTENANCE BOND

KNOW ALL MEN BY THSE PRESENT, that we, _____, as Principal, and _____, a corporation authorized to do business in the Commonwealth of Pennsylvania and duly licensed by the Insurance Commissioner of the Commonwealth of Pennsylvania, as Surety, are held and firmly bound unto the Borough of Kennett Square, Chester County, Pennsylvania, in the sum of _____ (\$ _____), dollars, lawful money of the United States of America, to be paid to the said Borough, its attorney, successors, or assigns, for the payment of which we and each of us do hereby, jointly and severally, find and oblige ourselves, our executors, administrators, successors and assigns jointly and severally by these presents.

WHEREAS, the above-named Principal has entered into an Agreement with the Borough, dated _____ providing, among other things, for the maintenance of _____ for a period of two years from the date herein.

NOW THE CONDITION OF THIS OBLIGATION is such that if the above bounded Principal shall maintain the above named _____ in good condition and repair in accordance with Borough requirements for a period of two years from the date hereof, then this obligation be void; otherwise it shall remain in full force, virtue and effect.

SIGNED, SEALED AND DELIVERED this ____ day of _____, 20____.

Principal

Surety

By: _____
Attorney-in-Fact