

## FIGURE 8

Prepared By  
Name: \_\_\_\_\_  
Company: \_\_\_\_\_  
Address: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_

Return To  
Company: \_\_\_\_\_  
Address: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_

Parcel ID \_\_\_\_\_

### **STORMWATER MANAGEMENT AGREEMENT AND DECLARATION OF EASEMENT**

**THIS AGREEMENT AND DECLARATION OF EASEMENT** made as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between \_\_\_\_\_ with a mailing address of \_\_\_\_\_ (hereinafter whether singular or plural referred to as the "Grantor"), and the Township of Manheim, Lancaster County, Pennsylvania, a first class township duly organized under the laws of the Commonwealth of Pennsylvania, with its municipal offices located at 1840 Municipal Drive, Lancaster, Pennsylvania (hereinafter referred to as the "Township").

#### **BACKGROUND.**

Grantor is the legal and/or beneficial owner of premises located at \_\_\_\_\_, in Manheim Township, Lancaster County, Pennsylvania, as more specifically described in a deed recorded in Deed or Record Book \_\_\_\_\_, Volume \_\_\_\_\_, Page \_\_\_\_\_, or at Document No. \_\_\_\_\_ in the Office of the Recorder of Deeds in and for Lancaster County, Pennsylvania, and as shown on the plan for \_\_\_\_\_, prepared by \_\_\_\_\_, Drawing or Project No \_\_\_\_\_ dated \_\_\_\_\_, 20\_\_\_\_, last revised \_\_\_\_\_, 20\_\_\_\_, (hereinafter referred to as the "Premises").

Prior to the commencement of any development, Grantor is required under the Stormwater Management Ordinance of Manheim Township (the "Ordinance") to submit a stormwater management plan to the Township for approval. The Ordinance requires that the Grantor's plan reflect and/or be accompanied with supporting documentation which identifies the ownership of, and the method of administering and maintaining, all permanent stormwater management facilities. Drainage courses, swales, grassed waterways, open inlets, stormwater inlets, pipes, manholes, conduits, detention basins, retention basins, infiltration structures, and other stormwater management facilities, including Best Management Practices facilities ("BMPs") shall be included under the term "stormwater management facilities" in this Agreement and Declaration of Easement.

The purpose of this Agreement and Declaration of Easement is to describe the ownership and maintenance responsibilities for the stormwater management facilities which will be installed on the Premises and to impose the ownership and maintenance responsibilities upon Grantor, its successors and assigns, and upon successor owners of the Premises, and to set forth the rights of the Township.

NOW, THEREFORE, intending to be legally bound hereby and in consideration of receiving approval of its Stormwater Management Plan (hereinafter referred to as the "Plan") from the Board of Commissioners of Manheim Township, and in consideration of receiving permits from Manheim Township to develop the Premises, Grantor, for Grantor and the assigns and successors of Grantor, covenants and declares as follows:

1. Stormwater management facilities not dedicated to and accepted by the Township will be owned by Grantor, its successors and assigns.
2. All stormwater management facilities, shall be installed, constructed and maintained by Grantor, its successors and assigns, in a first-class condition in conformance with the Plan and the Operation and Maintenance Plan (O & M Plan), and in a manner sufficient to meet or exceed the design standards and specifications set forth on the Plan including any accompanying stormwater information and reports and the minimum design and maintenance standards and requirements for BMPs set forth in the Ordinance.
3. Grantor, for itself, its successors and assigns, agrees that failure to maintain all stormwater management facilities in a first-class condition in conformance with this

Agreement and the Plan or the failure to repair any sinkholes, cavities, cracks or holes in any storm drainage pipes, and similar conditions which may develop within or adjacent to any stormwater management facilities or drainage easements or the failure to repair any sinkholes or cavities which may be caused by the improper maintenance of stormwater management facilities or BMPs shall constitute a nuisance and shall be abatable by the Township as such.

4. Grantor, for itself, its successors and assigns, authorizes the Township, at any time and from time to time, by its authorized representatives, to enter upon the Premises to inspect the stormwater management facilities.

5. The Township may require that Grantor, its successors or assigns, or any future owner or occupier of the Premises, or any part thereof, take such corrective measures as the Township may deem reasonably necessary to bring the Premises into compliance with this Agreement and with the Plan.

6. Upon the failure of the owner or occupier of the Premises to comply with the terms of this Stormwater Management Agreement or to take corrective measures following thirty (30) days' written notice from the Township, the Township, through its authorized representatives, may take such corrective measures as it deems reasonably necessary to bring the Premises into compliance with this Agreement and with the Plan, including, but not limited to, the removal of any blockage or obstruction from drainage pipes, swales, detention basins, and BMPs, and/or the repair of any sinkholes, cavities, cracks or holes in any storm drainage pipes, and similar conditions which may develop within or adjacent to any stormwater management facilities or drainage easements and/or the repair of any sinkholes or cavities which may be caused by the improper maintenance of stormwater management facilities or BMPs and may charge the cost thereof to Grantor, its successors or assigns, or any owner of the Premises or part thereof and, in default of such payment, may cause a municipal lien to be imposed upon the Premises or any part thereof. Any municipal lien filed pursuant to this Agreement shall be in the amount of all costs incurred by the Township, plus a penalty of ten (10%) of such costs, plus the Township's reasonable attorney's fees.

7. If ownership or maintenance responsibility of the stormwater management facilities is assigned to a homeowners' association, condominium unit owners'

association, or similar entity, the Township shall be notified. In the event such an association or entity has already been formed, the association or entity shall consent to and join in this Agreement. If such association or entity fails to properly maintain the stormwater management facilities, the Township shall have the same rights granted to municipalities with reference to maintenance of common open space under Section 705 of the Pennsylvania Municipalities Planning Code, Act of July 31, 1968, P.L.805, No. 247, or any future amendment thereof, to maintain the stormwater management facilities. Any association or entity hereinafter formed shall enter into an agreement with the Township recognizing its duties and the Township's rights under this Agreement.

8. Grantor hereby imposes upon the Premises for the benefit of all present and future owners of the Premises or any part of the Premises, the Township and all other property owners affected by the stormwater management facilities, the perpetual nonexclusive right, privilege and easement for the draining of stormwater in and through the drainage courses, swales, stormwater inlets, pipes, conduits, detention basins, BMPs, and other stormwater management facilities depicted on the plan or plans submitted to the Township or hereafter made of record and now or hereafter installed on or constructed upon the Premises and, in addition, easements of access to the stormwater management facilities.

9. Grantor shall include a specific reference to this Stormwater Management Agreement and Declaration of Easement and the requirement to implement BMPs and maintain BMP facilities in accordance with the minimum design standards and requirements for BMPs set forth in the Ordinance in any deed of conveyance for the Premises or any part thereof. Failure to do so does not relieve the owner whether past, present or future of fulfilling the requirements of this Stormwater Management Agreement and Declaration of Easement.

10. Grantor shall prepare and attach to this agreement a summary table (Attachment 1) of all BMPs. The table shall include the BMP ID, drainage area to the BMP, name of the receiving water body, the BMP's inspection/maintenance frequency, name of responsible person or organization at the time of stormwater plan approval, and the addresses or lot numbers where the BMP is located.

11. The Stormwater Management Facilities have been designed to allow a maximum impervious surface coverage as set forth in Attachment 2 attached hereto and incorporated herein. If the owner of the Premises or any lot to be created from the Premises desires to install additional impervious surface coverage beyond that allocated to Premises or any lot created from the Premises in Attachment 2, such owner must submit an application under the Stormwater Management Ordinance in effect at such time as the application is filed and meet all applicable stormwater management regulations.

12. Grantor agrees to indemnify the Township and all of its elected and appointed officials, agents and employees (hereinafter collectively referred to as the "Indemnitees") against and hold Indemnitees harmless from any and all liability, loss or damage, including attorneys' fees and costs of investigation and defense, as a result of claims, demands, costs or judgments against Indemnitees which arise as a result of the design, installation, construction or maintenance of the stormwater management facilities.

13. The Township may, in addition to the remedies prescribed herein, proceed with any action at law or in equity to bring about compliance with the Stormwater Management Ordinance of Manheim Township and this Agreement.

14. Grantor's personal liability under this Agreement shall cease at such time as (a) all stormwater management facilities have been constructed in accordance with the specifications of the Manheim Township Subdivision and Land Development Ordinance, the Stormwater Management Ordinance of Manheim Township and the approved plans; (b) the stormwater management facilities have been inspected and approved by the Township Engineer; (c) all financial security, including any maintenance security, posted by Grantor has been released by the Township; and (d) Grantor has transferred all lots to be created from the Premises to third parties. Notwithstanding the foregoing, Grantor's personal liability shall continue for any violations of this Agreement and Declaration of Easement which occurred during the time that Grantor owned the Premises or any lot created from the Premises or in the event the stormwater management facilities were not completed, inspected or approved as set forth in (a) through (c) herein.

15. Grantor shall, upon completion of installation of the stormwater management facilities, deposit financial security with the Township to secure the

structural integrity of the stormwater management facilities as well as the functioning of the stormwater management facilities in accordance with the design and specifications of the approved plans and any modifications required by the Township. The financial security shall be in the amount of fifteen (15%) percent of the actual cost of installation of the storm water management facilities and shall have a term of not less than eighteen (18) months.

16. Grantor has prepared an O & M Plan covering all of the BMPs summarized in Attachment 1. This O & M Plan as reviewed and approved by Manheim Township and is attached hereto as Attachment 3. The O&M Plan shall be available to the Grantor and all subsequent owners for their use in learning how to operate and maintain their BMPs.

17. Grantor, his personal representatives, heirs, successors and assigns, shall be responsible for maintaining records of all inspections of and maintenance to BMPs and other stormwater management facilities. Grantor, his personal representatives, heirs, successors and assigns, shall be responsible to prepare all annual BMP and post construction stormwater management facility reports detailing the actual inspection and maintenance activities which are required by the terms of any NPDES permit or other state or federal regulation or requirement performed in the prior calendar year and submit such reports to the Township on or before March 31 of each calendar year, together with any fee which the Township may impose for the review and processing of such report. It is the responsibility of Grantor to inform successor owners of the Premises or any lot created from the Premises of this reporting requirement. The failure to submit an annual report is a violation of this Agreement. The Township may prepare any required report and recover all costs required to prepare such report from the then-owner of the Premises or any lot created from the Premises, plus a penalty of ten (10%) percent of such costs and may file a municipal claim to secure payment of such costs.

18. It is the intent of the parties to this Agreement that personal liability and maintenance obligations shall pass to subsequent title owners upon change in ownership of the Premises or any lot created from the Premises, and such subsequent owners shall assume all personal liability and maintenance obligations for the time period during which they hold title. Personal liability shall remain for any violations of this Agreement

and Declaration of Easement which occurred during the period in which an owner held title.

19. This Agreement and Declaration of Easement shall be binding upon Grantor, the successors and assigns of Grantor, and all present and future owners of the Premises, or any part thereof, and is intended to be recorded in order to give notice to future owners of the Premises, or any part thereof, of their duties and responsibilities with respect to the stormwater management facilities.

20. This Agreement and Declaration of Easement may be amended only by written instrument signed on behalf of all owners of the Premises and the Township.

21. When the sense so requires, words of any gender used in this Stormwater Management Agreement and Declaration of Easement shall be held to include any other gender, and words in the singular number shall be held to include the plural, and vice versa.

IN WITNESS WHEREOF, the undersigned have caused this Agreement and Declaration to be executed on the day and year first above written.

**MANHEIM TOWNSHIP**

**Lancaster County, Pennsylvania**

Attest: \_\_\_\_\_

(Assistant) Secretary

By: \_\_\_\_\_

(Vice) President

Board of Commissioners

[TOWNSHIP SEAL]

**(Individual or Husband and Wife Landowner\*)**

Witnesses:

\_\_\_\_\_

\_\_\_\_\_  
(Signature of Individual)

Print Name: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
(Signature of Spouse)

Print Name: \_\_\_\_\_

\*If individual is married, both spouses must sign regardless of whether property is titled in the name of one spouse or both spouses.



**(Partnership Landowner\*\*)**

	<hr/>
	(Name of Partnership)
Witnesses:	
<hr/>	<hr/>
	(Signature of Partner)
	Print Name: <hr/>
<hr/>	<hr/>
	(Signature of Partner)
	Print Name: <hr/>
<hr/>	<hr/>
	(Signature of Partner)
	Print Name: <hr/>

\*\*All partners must execute this Agreement. Additional signature lines should be attached if necessary.

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**(Corporation Landowner)**

\_\_\_\_\_  
(Name of Corporation)

ATTEST:

By: \_\_\_\_\_  
(Assistant) Secretary

By: \_\_\_\_\_  
(Vice) President

[CORPORATE SEAL]

**(Limited Liability Company Landowner\*\*\*)**

\_\_\_\_\_  
(Name of Limited Liability Company)

Witnesses:

\_\_\_\_\_  
(Signature of Member)

Print Name:\_\_\_\_\_

\_\_\_\_\_  
(Signature of Member)

Print Name:\_\_\_\_\_

\_\_\_\_\_  
(Signature of Member)

Print Name:\_\_\_\_\_

\*\*\*All members must sign.

**(TOWNSHIP ACKNOWLEDGMENT)**

COMMONWEALTH OF PENNSYLVANIA :  
 : SS:  
COUNTY OF LANCASTER :

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned  
Officer, a Notary Public in and for the aforesaid Commonwealth and County, personally  
appeared \_\_\_\_\_, who acknowledged himself /  
herself to be (Vice) President of the Board of Commissioners of the Township of  
Manheim, Lancaster County, Pennsylvania, and that he / she, as such officer, being  
authorized to do so, executed the foregoing Stormwater Management Agreement and  
Declaration of Easement for the purposes therein contained by signing the name of such  
Township by himself / herself as such officer.

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

(SEAL)

Notary Public

My Commission Expires:

**(INDIVIDUAL OR HUSBAND AND WIFE ACKNOWLEDGMENT)**

COMMONWEALTH OF PENNSYLVANIA :  
: SS:  
COUNTY OF LANCASTER :

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the subscriber, a Notary Public in and for the aforesaid Commonwealth and County, came the above named \_\_\_\_\_, known to me (or satisfactorily proven) to be the person (s) whose name (s) is / are subscribed on the within instrument, and acknowledged the foregoing Stormwater Management Agreement and Declaration of Easement to be his / her / their act and deed and desired the same to be recorded as such.

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

(SEAL)

\_\_\_\_\_  
Notary Public

My Commission Expires:

**(PARTNERSHIP LANDOWNER ACKNOWLEDGMENT)**

COMMONWEALTH OF PENNSYLVANIA :  
: SS:  
COUNTY OF LANCASTER :

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, a Notary Public,  
the undersigned officer, personally appeared\_\_\_\_\_

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, who acknowledged themselves to be all of the partners of  
\_\_\_\_\_, a general partnership, and that they, as such  
partners, being authorized to do so, executed the foregoing instrument for the purposes  
therein contained by signing the name of the partnership by themselves as such partners.

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

(SEAL)

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Notary Public

My Commission Expires:



**(LIMITED LIABILITY COMPANY LANDOWNER ACKNOWLEDGMENT)**

COMMONWEALTH OF PENNSYLVANIA :  
: SS:  
COUNTY OF LANCASTER :

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, a Notary Public,  
the undersigned officer, personally appeared

\_\_\_\_\_  
\_\_\_\_\_, who acknowledged themselves to be all  
of the members of \_\_\_\_\_, a  
\_\_\_\_\_ limited liability company, and that they as such members, being  
authorized to do so, executed the foregoing instrument for the purposes therein contained  
by signing the name of said limited liability company by themselves as such members.

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

(SEAL)

\_\_\_\_\_  
Notary Public

My Commission Expires:



**JOINDER BY MORTGAGEE**

\_\_\_\_\_ ("Mortgagee") as holder of a certain mortgage on the within-described Premises, which mortgage, in the amount of \$ \_\_\_\_\_, is dated \_\_\_\_\_, \_\_\_\_\_, and is recorded or is about to be recorded in the Recorder of Deeds Office in and for Lancaster County, Pennsylvania, as well as any other mortgages which Mortgagee may now or hereafter hold on the Premises (all such mortgages hereinafter collectively referred to as the "Mortgages"), joins in, consents to, and expressly approves the grant of easements and other rights and privileges described in the attached Stormwater Management Agreement and Declaration of Easement (the "Agreement").

The Mortgagee, for itself, its successors and assigns (which shall include any assignee of the Mortgages and any purchaser of the Premises at a sale in foreclosure of the Mortgages or otherwise), hereby covenants and agrees that the rights and privileges herein granted with respect to the Premises shall not be terminated or disturbed by reason of any foreclosure or other action which may be instituted by the Mortgagee, its successors and assigns, as a result of any default under the Mortgages or the debt of instruments that such Mortgages secure. Mortgagee by consenting to the Agreement shall not by virtue of its interest as Mortgagee be deemed to have undertaken any of the obligations of the Grantor under the Agreement, including but not limited to construction, maintenance, inspection or indemnification.

IN WITNESS WHEREOF, Mortgagee hereby joins in the execution of the Agreement as of this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
(Name of Mortgagee)

ATTEST:

By: \_\_\_\_\_  
(Assistant) Secretary

By: \_\_\_\_\_  
(Vice) President

[SEAL]

**(MORTGAGEE ACKNOWLEDGMENT)**

COMMONWEALTH OF PENNSYLVANIA :  
: SS:  
COUNTY OF LANCASTER :

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, a Notary Public,  
the undersigned officer, personally appeared \_\_\_\_\_,  
who acknowledged himself / herself to be the \_\_\_\_\_

(title of officer)

Of \_\_\_\_\_, a corporation, and that as such

(name of corporation)

officer, being authorized to do so, acknowledged the foregoing instrument for the purpose  
therein contained by signing the name of the corporation by himself / herself as

\_\_\_\_\_.

(title of officer)

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

(SEAL)

\_\_\_\_\_  
Notary Public

My Commission Expires:

**CONSENT AND JOINDER OF HOMEOWNERS' ASSOCIATION**

The UNDERSIGNED HEREBY CONSENTS TO AND JOINS IN THE ATTACHED Stormwater Management Agreement and Declaration of Easement (the "Agreement"). The undersigned shall maintain all stormwater management facilities in accordance with the terms and provisions of the Agreement and in accordance with any separate Declarations of Restrictions. The undersigned specifically agrees that the Township shall have the rights referred to in Paragraph 7 of the Agreement.

IN WITNESS WHEREOF, the undersigned, intending to be legally bound, hereby consents to and joins in the Agreement as of this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
(Name of Homeowner's Association or similar entity)

ATTEST:

By: \_\_\_\_\_ By: \_\_\_\_\_  
(Assistant) Secretary (Vice) President

[SEAL]

**(HOMEOWNERS' ASSOCIATION ACKNOWLEDGMENT)**

COMMONWEALTH OF PENNSYLVANIA :  
: SS:  
COUNTY OF LANCASTER :

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, a Notary Public,  
the undersigned officer, personally appeared

\_\_\_\_\_, who

acknowledged himself / herself to be the

\_\_\_\_\_ of

(title of officer)

\_\_\_\_\_, a corporation, and that as such officer,  
being

(name of corporation)

authorized to do so, acknowledged the foregoing instrument for the purpose therein  
contained by

signing the name of the corporation by himself / herself as

\_\_\_\_\_.

(title of officer)

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

(SEAL)

\_\_\_\_\_  
Notary Public

My Commission Expires:

**Representation and Warranty Concerning Mortgages  
Affecting Proposed Development**

I (We), \_\_\_\_\_ the undersigned,  
intending to be legally bound, represent and warrant to the Township of Manheim that  
there are not presently nor will there be prior to the recording of the Stormwater  
Management Agreement and Declaration of Easement Agreement any mortgages  
affecting the property which is being developed in accordance with the subdivision  
and/or land development plan titled \_\_\_\_\_,  
prepared by \_\_\_\_\_,  
drawing or project number \_\_\_\_\_, dated \_\_\_\_\_,  
last revised \_\_\_\_\_.

The undersigned understand (s) and agree (s) that the Township of Manheim will  
rely upon this statement when releasing the aforementioned subdivision and/or land  
development plan for recording.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature