

Prepared By: _____

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**STORMWATER MANAGEMENT AGREEMENT
AND DECLARATION OF EASEMENT
FOR SMALL PROJECT STORMWATER MANAGEMENT PLANS**

THIS AGREEMENT AND DECLARATION OF EASEMENT made this _____ day of
_____, _____ by and between _____
_____, with a mailing address of _____

(hereinafter whether singular or plural referred to as the "Grantor"), and **MANHEIM TOWNSHIP**, Lancaster County, Pennsylvania, a municipal corporation duly organized under the laws of the Commonwealth of Pennsylvania, with its municipal office located at 1840 Municipal Drive, Lancaster, Pennsylvania, 17601 (hereinafter referred to as the "Township").

BACKGROUND

Grantor is the owner of premises located at _____

in Manheim Township, Lancaster County, Pennsylvania, as more specifically described 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 (hereinafter referred to as the "Premises"). Grantor is proceeding to build on and develop the Premises in such manner as constitutes a regulated activity as defined in the Manheim Township Stormwater Management Ordinance (hereinafter the "Ordinance").

Prior to commencement of any regulated activity, Grantor is required, under the Ordinance, to file and obtain approval of a Stormwater Management Plan with the Township. The Township has determined that the regulated activity proposed by the Grantor satisfies the criteria contained in Section 109 of the Ordinance, Alternate Processing of Applications for Small Projects, to allow Grantor to satisfy the requirements of the Ordinance by filing and obtaining approval of a Small Project Stormwater Management Plan.

Grantor's Small Project Stormwater Management Plan (hereinafter the "Plan"), as approved by the Township, which is expressly made a part hereof and attached as Exhibit "A", provides for detention of stormwater within the confines of the Premises through the use of stormwater management facilities.

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 located on the Premises and to impose the ownership and maintenance responsibilities upon Grantor, his heirs, personal representatives and assigns and upon successor owners of the Premises, and set forth the rights of the Township.

NOW, THEREFORE, intending to be legally bound hereby and in consideration of receiving approval of its Small Project Stormwater Management Plan and in consideration of receiving permits from the Township to develop the Premises, Grantor, for Grantor and the heirs, personal representatives and assigns of Grantor, covenant and declare as follows:

1. Grantor, his heirs, personal representatives, successors and assigns, shall construct the on- site stormwater management facilities in accordance with the approved Plan and any accompanying documents and information.
2. The stormwater management facilities will be owned by Grantor, his heirs, personal representatives, successors and assigns.
3. Grantor, his heirs, personal representatives, successors and assigns, shall adequately maintain the stormwater management facilities. Adequate maintenance is herein defined as good working condition so that these facilities are performing their design function.
4. Grantor, for himself, his heirs, personal representatives, successors and assigns, grants easement of access to the Township and authorizes the Township, by its authorized representatives and employees, to enter upon the Premises without prior notification at reasonable times and upon presentation of proper identification to inspect the storm water management facilities whenever the Township deems necessary.
5. The Township may require that Grantor and 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 approved Plan.
6. In the event the Grantor, or his heirs, personal representatives, successors, or assigns fails to operate and maintain the stormwater management facilities as shown on the Plan and in good working condition, or to take corrective measures following reasonable notice from the Township, the Township may enter upon the Premises and take such corrective measures as it deems reasonably necessary to bring the Premises into compliance with the approved Plan. It is expressly understood and agreed that the Township is under no obligation to routinely maintain or repair said facilities, and in no event shall this Agreement be construed to impose any such obligation on the Township.
7. In the event that the Township, pursuant to this Agreement, performs work of any nature, or expends any funds in performance of said work for labor, use of equipment, supplies, materials, and the

like, the Township may charge the cost thereof to Grantor, his heirs, personal representatives, successors and assigns, or any owner of the Premises or any part thereof. In default of such payment, the Township has the right to have a municipal lien imposed upon the Premises or any part thereto in the amount of all costs incurred by the Township, plus a penalty of ten (10%) of such costs, plus the Township's reasonable attorneys' fees.

8. The stormwater management facilities have been designed to allow a maximum impervious surface coverage of _____ square feet. Any proposal to add additional impervious surface coverage to the Premises in excess of _____ square feet will require the submission of a stormwater management plan meeting all requirements of applicable regulations in effect at the time such application is filed.

9. Grantor agrees that this Agreement imposes upon the Premises, for the benefit of all present and future owners of the Premises or part of the Premises, the Township, and all other property owners affected by the stormwater management facilities, the perpetual right, privilege, and easement for the draining of stormwater in and through the stormwater management facilities depicted on the Plan attached hereto and incorporated herein as Exhibit A.

10. Grantor agrees to indemnify the Township and all of its elected and appointed officials, agents and employees (hereafter 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 storm water management facilities.

11. 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 which occurred during the period in which an owner held title.

12. 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 Ordinance and this Agreement.

13. This Agreement and Declaration of Easement shall be binding upon the 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 of their duties and responsibilities with respect to the stormwater management facilities. Grantor shall include a specific reference to this Agreement in any deed of conveyance for the Premises or any part thereof.

14. 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.

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

Witness:

Signature

Print Name

Witness:

Signature

Print Name

MANHEIM TOWNSHIP
Lancaster County, Pennsylvania

Attest: _____
(Assistant) Secretary

By: _____
(Vice) President
Board of Commissioners

[TOWNSHIP SEAL]

COMMONWEALTH OF PENNSYLVANIA)
) SS:
COUNTY OF LANCASTER)

On this ____ day of _____, before me, the undersigned Officer, a Notary Public in and for the aforesaid Commonwealth and County, personally appeared _____, who acknowledged himself/herself to be the person(s) whose name(s) are subscribed on the within instrument and acknowledged the foregoing Agreement to be 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.

Notary Public

My commission expires:

COMMONWEALTH OF PENNSYLVANIA)
) SS:
COUNTY OF LANCASTER)

On this ____ day of , _____, 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 Manheim Township, 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.

Notary Public

My commission expires: