

OWNER
IN
COLLEGE TOWNSHIP, CENTRE COUNTY, PENNSYLVANIA

DECLARATION OF STORMWATER ACCESS AND MAINTENANCE EASEMENT
AND OPERATION AND MAINTENANCE (O&M) AGREEMENT
FOR PRIVATELY OWNED STORMWATER FACILITIES

THIS AGREEMENT, made and entered into this _____ day of _____ 20____, by and between **Owner Name**, (hereinafter the "Landowner"), and College Township, Centre County, Pennsylvania, (hereinafter "Township");

WITNESSETH

WHEREAS, the Landowner is the owner of certain real property as recorded by deed in the land records of Centre County, Pennsylvania, Record Book # at Page # (hereinafter "Property").

WHEREAS, the Landowner is proceeding to build and develop the Property, located at **Property Address (Tax Parcel 19- -)**, Pennsylvania; and

WHEREAS, the Stormwater Management Site Plan approved by the Township (hereinafter referred to as the "Plan") for the property identified herein, **which is attached hereto as Appendix A and made part hereof**, as approved by the Township, provides for management of stormwater within the confines of the Property through the use of BMPs; and

WHEREAS, the Township, and the Landowner, his successors and assigns, agree that the health, safety, and welfare of the residents of the Township and the protection and maintenance of water quality require that onsite SWM BMPs be constructed and maintained on the Property; and

WHEREAS, the Township requires, through the implementation of the Plan, that stormwater BMPs as required by said Plan and the Township Stormwater Management Ordinance be constructed and adequately operated and maintained by the Landowner, successors and assigns.

NOW, THEREFORE, in consideration of the foregoing promises, the mutual covenants contained herein, and the following terms and conditions, the parties hereto agree as follows:

1. The Landowner shall create an easement for the purpose of access to the stormwater facilities for ingress, egress, and regress.
2. As a condition of approval, a Declaration of Stormwater Access and Maintenance Easement and Operation and Maintenance Agreement (DSAME) is required.

3. Heirs and assigns of the Landowner, by accepting a deed from the Landowner, agree to be subject to the conditions of the DSAME.
4. The creation of the stormwater easement shall be deemed an agreement by the Landowner to maintain the stormwater management facilities with all costs of maintenance to be the responsibility of the Landowner.
5. The DSAME shall run in perpetuity with the land.
6. The stormwater easement shall be a permanent easement and the stormwater management facilities located within the easement will be maintained by the Landowner, their heirs, and assigns and shall be responsible for repairs as may be required in accordance with the approved Stormwater Management Site Plan.
7. The Landowner shall operate and maintain the BMPs as shown on the SWM Site Plan in good working order in accordance with the specific operation and maintenance requirements noted on the approved Plan.
8. No alterations of the stormwater facility is permitted without formal plan approval by DEP, the Centre County Conservation District, and the Township.
9. No structures and no grading that will adversely impact the function of stormwater facilities are permitted within the easement.
10. No barriers, fences, or other obstructions that may impede stormwater flow are permitted within the easement.
11. The Landowner will is responsible for maintenance of the easement including mowing and annual upkeep.
12. In the case that any provisions contained in the DSAME are for any reason declared invalid, such invalidity shall not affect any other provisions hereof.
13. The Landowner, their heirs, successors, and assigns agree to indemnify and hold harmless the Township, Centre County, and the Township Engineer from any and all claims, costs, damages, and expenses legally and reasonably incurred as a result of the DSAME and the easements hereby created.
14. The Landowner hereby grants permission to the Municipality, its authorized agents and employees, to enter upon the property, at reasonable times and upon presentation of proper credentials, to inspect the BMPs whenever necessary.
15. In the event the Landowner fails to operate and maintain the BMPs per this Agreement, the Municipality or its representatives may enter upon the Property and take whatever action is

deemed necessary to maintain said BMP(s). It is expressly understood and agreed that the Municipality is under no obligation to maintain or repair said facilities, and in no event shall this Agreement be construed to impose any such obligation on the Municipality.

16. In the event the Municipality, 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 Landowner shall reimburse the Municipality for all expenses (direct and indirect) incurred within 10 days of receipt of invoice from the Municipality.
17. In the event a Landowner fails to reimburse the Municipality, Municipality shall retain all rights to recover expenses including, but not limited to, municipal lien.
18. The intent and purpose of this Agreement is to ensure the proper maintenance of the on-site BMPs by the Landowner; provided, however, that this Agreement shall not be deemed to create any additional liability of any party for damage alleged to result from or be caused by stormwater runoff.
19. The Landowner, its executors, administrators, assigns, and other successors in interests, shall release the Municipality from all damages, accidents, casualties, occurrences, or claims which might arise or be asserted against said employees and representatives from the construction, presence, existence, or maintenance of the BMP(s) by the Landowner or Municipality.
20. The Municipality intends to inspect the BMPs at regular intervals as may be required by the Pennsylvania Department of Environmental Protection to ensure their continued functioning.

IN WITNESS WHEREOF, the undersigned have caused this Agreement and Declaration of Stormwater Access and Maintenance Easement for Privately Owned Stormwater Facilities to be executed on the day and year first above written.

Commonwealth of Pennsylvania)

)SS:

County of Centre)

Owner:

Name (Print)

Title

Signature

Date

On this, the ____ day of _____ 20____, before me a notary public, the undersigned officer, personally appeared _____, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he/she executed the same for the purposes therein contained.

In witness hereof, I hereunto set my hand and official seal.

Notary Public (signature)

Commonwealth of Pennsylvania)

)SS:

County of Centre)

College Township:

Name (Print)

Title

Signature

Date

On this, the ____ day of _____ 20____, before me a notary public, the undersigned officer, personally appeared _____, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he/she executed the same for the purposes therein contained.

In witness hereof, I hereunto set my hand and official seal.

Notary Public (signature)