

**East Hanover Township –
Stormwater Management Exemption
Agreement**

THIS AGREEMENT, made and entered into this _____ day of _____, 20____, by and between [name of owner/equitable owner], (hereinafter the "Landowner"), and the subject municipality, East Hanover Township; Pennsylvania, (hereinafter "Municipality");

WITNESSETH

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

WHEREAS, the Landowner is proceeding to build and develop the Property; and

WHEREAS, the Subdivision/Land Development/Stormwater Management (SWM) Site Plan (hereinafter "Plan") for _____ which is attached hereto as Exhibit A and made a part hereof, as approved or to be approved by East Hanover Township, provides for the exemption of stormwater facilities within the confines of the Property; and

WHEREAS, East Hanover Township and the Landowner, his successors and assigns agree that the health, safety, and welfare of the residents of the Municipality and the protection and maintenance of water quality require that the site plan be constructed as depicted and maintained on the Property: and

WHEREAS, East Hanover Township requires, that the proposed improvements as shown on the Plan be constructed and adequately maintained by the Landowner, his successors and assigns; and

WHEREAS, East Hanover Township requires, through the implementation of the SWM Site Plan, that any facilities as required by said SWM Site Plan and the East Hanover Township Stormwater Management Ordinance be constructed and adequately operated and maintained by the Landowner, successors, and assigns.

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

1. The proposed improvements shall be constructed by the Landowner, his successors and assigns, in accordance with the terms, conditions and specifications identified in the subdivision/land development/SWM Site Plan.
2. Any lot receiving a stormwater management installation exemption, which is subsequently found to be developed, or under development, contrary to these exemption provisions or otherwise evidencing stormwater runoff problem, shall forthwith be subject to the following:
 - a. Corrective action shall be taken in the lot development to eliminate the noncompliance.
 - b. Submission of a revised subdivision or land development plans shall be required, depicting the

necessary stormwater management facilities, in accordance with standard plan processing procedures in effect as of the time of the defect.

c. Lot owner(s), developer(s) or other responsible person(s) who fail to take corrective lot development action or fail to submit a required revised plan shall be guilty of a violation of this Ordinance, punishable as provided by the East Hanover Township Stormwater Management Ordinance.

3. The owner shall convey to East Hanover Township easements and/or rights-of-way to assure access for periodic inspections by East Hanover Township, if required or deemed necessary by the Township.
4. The Landowner, his successors and assigns, shall indemnify East Hanover Township and its agents and employees against any and all damages, accidents, casualties, occurrences or claims, which might arise or be asserted against East Hanover Township for the construction, presence, existence or problems associated with stormwater runoff from the site by the Landowner, his successors and assigns.
5. In the event a claim is asserted against East Hanover Township, its agents or employees, the Township shall promptly notify the Landowner, his successors and assigns, and he shall defend, at his own expense, any suit based on such claim. If any judgment or claims against the Township, its agents or employees shall be allowed, the Landowner, his successors and assigns shall pay all costs and expenses in connection therewith.
6. In the advent of an emergency or the occurrence of special or unusual circumstances or situations, East Hanover Township may enter the Property, if the Landowner is not immediately available, without notification or identification, to inspect and perform necessary maintenance and repairs, if needed, when the health, safety or welfare of the citizens is at jeopardy. However, East Hanover Township shall notify the landowner of any inspection, maintenance, or repair undertaken within 5 days of the activity. The Landowner shall reimburse the agency undertaking the inspections, maintenance or repairs for any associated costs.
8. The Landowner, his executors, administrators, assigns, and other successors in interests, shall release East Hanover Township Engineer 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 failure by the Landowner, or East Hanover Township.

This Agreement shall be recorded among the land records of East Hanover Township, Pennsylvania and shall constitute a covenant running with the Property and/or equitable servitude, and shall be binding on the Landowner, his administrators, executors, assigns, heirs and any other successors in interests, in perpetuity.

ATTEST:

WITNESS the following signatures and seals:

(SEAL)

For the East Hanover Township:

(SEAL)

For the Landowner:

On this the _____ day of _____, 20____, before me, a Notary Public for the Commonwealth of Pennsylvania, the undersigned Officer, personally appeared _____, EAST HANOVER TOWNSHIP representative, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that she executed the same for the purposes therein contained.

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

Notary Public

On this the _____ day of _____, 20____, before me, a Notary Public for the Commonwealth of Pennsylvania, 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 executed the same for the purposes therein contained.

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

Notary Public