

STORMWATER MANAGEMENT/ACCESS EASEMENT

THIS EASEMENT AGREEMENT dated as of this _____ day of _____, A.D., 2007, by and between _____, having address of _____ (hereinafter referred to as "Grantor") and the TOWNSHIP OF NEW GARDEN, a Township of the Second Class, with offices situate at 299 Starr Road, Landenberg, PA 19350 (hereinafter referred to as "Grantee").

WHEREAS, Grantor is the legal or equitable owner of certain real property located in New Garden Township, Chester County, Pennsylvania, and further identified as _____; and

WHEREAS, Grantor has presented a proposed plan of subdivision/land development to New Garden Township, which plan is incorporated herein by reference, with latest revision date of _____, as prepared by _____; and

WHEREAS, New Garden Township has, in order to grant subdivision/land development approval, required that Grantor construct stormwater management facilities (hereinafter referred to as "Property"), in order to gather all of the water runoff and drainage from the entire parcel and provide an access easement to Township to provide access to said facilities; and

WHEREAS, in order to secure final plan approval, Grantee requires that Grantor guarantee that the stormwater management facilities as shown on the final plan be constructed and maintained by Grantor, its heirs, successors, administrators and assigns.

NOW, THEREFORE, the parties do hereby agree as follows:

1. Said Grantor, for and in consideration of the sum of One Dollar (\$1.00), paid, does hereby grant, convey, bargain, sell, release and confirm unto the said Grantee, its successors and assigns, an access and inspection easement, to and over the subject Property as more fully described in the legal descriptions attached hereto and incorporated herein as Exhibits "A" through "___".
2. For purposes of this Indenture and Agreement, New Garden Township shall have the full, free, unlimited and unrestricted right, liberty, privilege and easement in common with Grantor, its heirs, administrators, successors and assigns, to enter upon and inspect the stormwater management facilities

Exhibit "N"

from time to time to insure its continued maintenance and operation by Grantor, its heirs, administrators, successors and assigns.

3. No barriers, fences, signs, plantings or other obstruction to the free and unhampered use of the easement shall hereafter be permitted, nor shall any motor vehicles, personal property, buildings or other structures be permitted or constructed within a portion of said easement without the express written approval of Grantee.
4. In the event that at any time that the stormwater management facilities on the Property are not functioning properly in accordance with the above-described subdivision/land development plan, as amended, Grantee shall provide written notice to Grantor of the defect. Within fifteen (15) calendar days of this notice, Grantor shall begin any and all repair and maintenance work necessary to restore the stormwater management facilities and to correct the defect in order to insure the proper functioning of the facilities in accordance with the approved plan. If Grantor either refuses or neglects to perform or complete the required repair or maintenance work on the facilities, New Garden Township shall have the right and privilege to enter upon the Property and to perform the necessary work within their sole discretion and to lien the Property for all costs related to the required work if Grantor refuses payment.
5. Grantor and Grantee acknowledge and agree that Grantee has no obligation to construct, repair and/or maintain the subject stormwater management facilities, and Grantor further covenants and agrees to indemnify and hold Grantee harmless from and against any and all claims, actions, causes of action, judgments, costs, expenses and liabilities of any kind whatsoever incurred in connection with, arising from or as a result of death, accident, injury, loss or damage to any person or any property in or about the subject stormwater management facilities arising out of the performance by Grantor, its heirs, administrators, successors and assigns, in constructing, repairing and/or maintaining the basin.
6. This easement is for the benefit of Grantee, its successors and assigns, and is appurtenant thereto and shall run with the Property.
7. In the event that Grantee is required to enforce its rights under this easement in order to either remove an obstruction from the easement area, Grantor shall reimburse Grantee all costs and expenses, including attorneys fees, as a result of Grantee's enforcement action.

IN WITNESS WHEREOF, the Grantor herein, intending to be legally bound, has hereunto set its hand and seal the day and year first above written.

GRANTOR:

[Corporation Name]

By: _____
Name:
Title:

Attest: _____
Name:
Title:

Exhibit "N"

