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Prepared By: Jonathan J. Reiss Esquire  
Grim, Biehn & Thatcher  
104 South 6th Street, P.O. Box 215  
Perkasie, PA 18944

Return To: Jonathan J. Reiss Esquire  
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104 South 6th Street, P.O. Box 215  
Perkasie, PA 18944

CPN # 19/92101

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TOBYHANNA TOWNSHIP  
AND GREAT BEND HOLDINGS, INC.

STANDARD STORMWATER FACILITIES MAINTENANCE  
AND MONITORING AGREEMENT

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THIS AGREEMENT, made and entered into this 10 day of July, 2017, by and between GREAT BEND HOLDINGS, INC., with a mailing address of PO Box 239, Harford, PA 18823-0239, (hereinafter the "OWNER"), and TOWNSHIP OF TOBYHANNA, a Township of the Second Class, with offices situate at the Tobyhanna Township Government Center Building, State Avenue, Pocono Pines, Monroe County, Pennsylvania, (hereinafter "TOWNSHIP");

WITNESSETH:

WHEREAS, the Owner is the lawful owner of a certain parcel of ground identified as Monroe County Tax Parcel Number 19/92101, in Tobyhanna Township (the "Property"); and

WHEREAS, the Owner is proceeding to build upon and develop the Property; and

WHEREAS, Owner has presented and proposed a land development plan of the Property, consisting of thirty-two (32) sheets, prepared by Land Development Engineering, LLC, dated March 14, 2016, latest revision date of March 1, 2017, (hereinafter referred to as the "Plan") which is expressly made a part hereof and specifically incorporated herein, as approved or to be approved by the Township, and said Plan provides for surface and/or subsurface detention or retention of stormwater or other stormwater management facilities serving the Property; and

WHEREAS, the Township and the Owner, its successors and assigns, agree that the health, safety, and welfare of the residents of the Township require that on-site stormwater management facilities be constructed and maintained on the Property; and

**WHEREAS**, the Township requires, through the implementation of the stormwater management regulations, that stormwater management facilities as shown on the Plan and/or as required by the Stormwater Ordinance be constructed and adequately maintained by the Owner, its successors and assigns; and

**WHEREAS**, prior to beginning construction on any subdivision or land development, the Owner is required under the Tobyhanna Township Stormwater Management Ordinance, Chapter 124, as amended, (the “**Ordinance**”), to submit a final plan to the Township for approval. The Owner shall comply with all provisions of the Tobyhanna Township Stormwater Management Ordinance, as amended.

**NOW, THEREFORE**, in consideration of the foregoing promises, the mutual covenants contained herein, and the following terms and conditions, the parties hereto agree, intending to be legally bound, as follows:

1. The stormwater management facilities, (detention basin and/or other Stormwater Facilities) shown on the Plan (hereinafter “**Stormwater Facilities**”) shall be constructed by the Owner, its successors and assigns, in accordance with the terms, conditions and specifications identified in the Plan.

2. Said Owner, 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 Township, its successors and assigns, the full, free, unlimited and unrestricted right, liberty, and privilege in common with Owner, its successors and assigns an access and inspection easement, to and over the subject Property and Stormwater Facilities to enter upon the Property and inspect the Stormwater Facilities from time to time to insure its continued maintenance and operation by Owner, its successors and assigns and maintenance by the Township, if required. Upon presentation of proper identification, Township’s employees or agents may enter upon the Property at reasonable times to inspect the Stormwater Facilities whenever the Township deems necessary. The purpose of the inspection is to ensure safe and proper functioning of the facilities. The inspection shall cover the entire facility, outlet structures, access roads, etc. When inspections are conducted by the Owner, the Owner shall give the Township copies of the inspection report with findings.

3. The Owner and all future owners of the Property, (collectively, the “**Owner**”) shall be responsible for the maintenance of the Stormwater Facilities in accordance with this Agreement and the Township’s ordinances, and shall keep all facilities in a good, safe and attractive condition in accordance with the Plan, and in a manner sufficient to meet or exceed the design standards and specifications set forth on the Plan and the minimum design, maintenance standards and requirements as set forth in the Ordinance including any Best Management Practices (“**BMP’s**”) as deemed necessary to meet the purpose of the stormwater Ordinance. Said maintenance shall include, but not be limited to the following:

a. Owner shall regularly perform all inspection and maintenance of the Stormwater Facilities as is necessary and desirable to insure the proper functioning of the Stormwater Facilities.

b. Owner shall not alter the area of the Stormwater Facility in a manner which would cause the facility to differ from what is shown on the Plan without written approval of the Township.

c. Owner shall remove debris and silt from the facility to insure that the facility remains in good working order.

d. Owner shall make all repairs necessary to insure the continued proper operation of the facility.

e. Owner shall lime and fertilize the vegetated channels and other areas according to the specifications in "The Penn State Agronomy Guide."

f. Owner shall reestablish the vegetation by seeding and mulching or sodding scoured areas where vegetation has not been successfully established or where the vegetation has been damaged or destroyed.

g. Owner shall mow as necessary to maintain adequate strands of grass and to control weeds. Chemical weed control may be used if Federal, State and local laws and regulations are met. Selection of seed mixtures shall be subject to approval by the Township. Mowing/Landscaping activities shall be conducted in such a way to prevent lawn and plant clippings, as well as eroded sediment, from entering the Stormwater Facilities. Lawn clippings and other yard waste shall not be disposed of within the Stormwater Facilities.

h. Owner shall remove the silt from all permanent structures which trap silt or sediment in order to keep the material from building up in grass waterways, pipes, detention or retention basins, infiltration structures, BMP's and/or other facilities, and thus reducing their capacity. The sediment must be removed and disposed of at an approved landfill site. The Owner is advised that after a few years of service, the quantity of heavy metals and other pollutants that are collected within the Stormwater Facilities may reach levels impairing plant growth and the effectiveness of the BMP/detention basin or other stormwater facility. If the Township determines that levels are too high, the Owner shall replace the soil.

i. Owner shall keep all pipes, swales, detention facilities and outlet structures free of any debris or other obstruction.

j. Owner shall implement the Operation and Maintenance Plan.

4. The Stormwater Facilities will be owned by Owner, its successors and assigns.

5. The Owner will perform maintenance in accordance with the approved maintenance schedule for the Stormwater Facilities, including sediment removal as outlined on the approved schedule, this Agreement and/or Subdivision/Land Development/PRD Plan.

6. In the event the Owner fails to maintain the Stormwater Facilities in good working condition as set forth above and/or otherwise breaches this Agreement, the Township shall

provide Owner with a list of the maintenance responsibilities which have not been properly performed by Owner and/or the terms that have been breached by the Owner. Owner shall have fifteen (15) days to accomplish, to the Township's satisfaction, the maintenance and/or other responsibilities on the list. In the event Owner fails or refuses to accomplish said maintenance and/or other responsibilities, Township may enter upon the Property and take such necessary and prudent action to maintain said Stormwater Facilities and/or otherwise cure the breach and charge the costs of the maintenance and/or cure to the Owner. Owner shall reimburse the Township upon demand, within thirty (30) days of receipt of invoice thereof, for all costs incurred by the Township hereunder. If not paid within said 30-day period, the Township may enter a lien against the Property in the amount of such costs, and may also proceed to recover costs through proceedings in equity or at law. In the event of an emergency or the occurrence of special or unusual circumstances or situations, the Township may enter the Property, if the Owner 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, the Township shall notify Owner of any inspection, maintenance, or repair undertaken within five (5) days after the completion of the activity. Owner shall reimburse the Township for its costs of maintenance for which Owner was responsible.

7. No permanent or temporary building, structures or vehicles, may be placed or stored within the Stormwater Facilities shown on the Plan, unless otherwise approved by the Township.

8. The Owner shall be responsible for removing all debris or litter within the Stormwater Facilities annually. The Owner shall remove all debris or litter within the Stormwater Facilities immediately after the cessation of a 100-year or great storm event.

9. In the event that a sinkhole should develop within the Stormwater Facilities, the Owner shall immediately notify the Township. The Owner shall remediate the sinkhole and repair the Stormwater Facilities as soon as possible.

10. Owner, for itself, its successors and assigns, agrees that the failure to maintain the Stormwater Facilities, including all drainage courses, swales, storm water inlets, pipes, conduits, detention basins, BMP's and other stormwater management facilities in a good condition in conformance with this Agreement and the Plan shall constitute a nuisance and shall be abatable by the Township as such.

11. The Township may require that Owner, its successors or assigns, or any future owner or occupier of the Property, or any part thereof, to take such corrective measures as the Township may deem reasonably necessary to bring the Stormwater Facilities into compliance with this Agreement and with the Plan, as approved by the Board of Supervisors of Tobyhanna Township.

12. Owner shall include a specific reference to this Agreement and the requirement to implement BMP's and maintain BMP facilities in accordance with the minimum design

standards and requirements for BMP's set forth in the Ordinance, in any deed of conveyance for the Property and/or Stormwater Facilities, or any part thereof.

13. If ownership or maintenance responsibility of the Stormwater Facilities is assigned to another association or entity, the Township shall be notified in writing prior to said assignment and the assignee shall be provided with a copy of this Agreement and the Township shall be provided with proof of said notification to the assignee.

14. Owner 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 attorney's fees and costs of investigation and defense, as a result of the design, installation, construction, operation or maintenance of the Stormwater Facilities on the Property.

15. The Owner shall pay the sum of Two Thousand Seven Hundred (\$2,700) Dollars into the Municipal Stormwater Maintenance Fund to help defray the costs of periodic inspections.

16. 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 Tobyhanna Township Stormwater Management Ordinance and this Agreement.

17. The singular shall include the plural and the masculine shall include the feminine and neuter, where the context thereof shall permit or otherwise require.

18. If any ambiguity or ambiguities in this Agreement shall be claimed by any party or if any court should determine that any ambiguity exists in this Agreement, any such ambiguity shall be resolved in favor of Township and against Owner.


19. This Agreement shall extend to and bind the heirs, successors and assigns of the respective parties hereto, and shall be governed by the laws of the Commonwealth of Pennsylvania.

20. This Agreement shall be recorded among the land records of Monroe County, Pennsylvania and shall constitute a covenant running with the Property and/or equitable servitude, and shall be binding on the Owner, its administrators, executors, assigns, heirs and any other successors in interests, in perpetuity.

**IN WITNESS WHEREOF**, the parties hereto, intending to be legally bound, have hereunto set their hands and seals the day and year first above written.

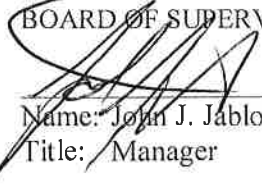
OWNER:

**GREAT BEND HOLDINGS, INC.**

By:   
Amarbir Singh, President

Attest:   
Amiderjeet Aulakh, Secretary

TOWNSHIP:

TOBYHANNA TOWNSHIP  
BOARD OF SUPERVISORS  
By:   
Name: John J. Jablowski, Jr.  
Title: Manager

ACKNOWLEDGMENTS

By Owner

COMMONWEALTH OF PENNSYLVANIA :

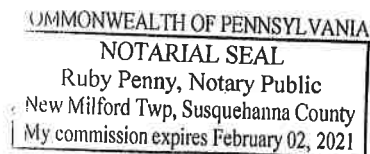
: ss.

COUNTY OF Susquehanna :

On this 6 day of July, A.D., 2017, before me,  
the subscriber, a Notary Public in and for the Commonwealth of Pennsylvania, personally  
appeared **AMARBIR SINGH, PRESIDENT, OF GREAT BEND HOLDINGS, INC.** with the  
authorization to execute the foregoing document, and that as such, executed the foregoing  
instrument for the purposes therein .

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

 (SEAL)  
Notary Public



By Grantee

COMMONWEALTH OF PENNSYLVANIA :

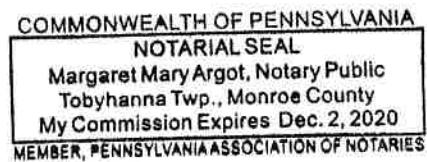
: ss.

COUNTY OF MONROE :

On this 10<sup>th</sup> day of July, A.D. ,2017,  
before me the subscriber, a Notary Public in and for the Commonwealth of Pennsylvania,  
personally appeared **JOHN J. JABLOWSKI, JR.**, Manager of the **TOBYHANNA TOWNSHIP**,  
who was personally known to me, and that as such, executed the foregoing instrument for the  
purposes therein .

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

 (SEAL)  
Notary Public





## COUNTY OF MONROE

RECORDER OF DEEDS  
610 MONROE STREET  
SUITE 125  
STROUDSBURG, PA 18360  
Area Code (570) 517-3969

Josephine Ferro - Recorder

Instrument Number - 201717649

Recorded On 7/19/2017 At 4:07:33 PM

\* Instrument Type - AGREEMENT

Invoice Number - 735281

\* Grantor - GREAT BEND HOLDINGS INC

\* Grantee - TOWNSHIP OF TOBYHANNA

User - FRC

\* Customer - LAND DEVELOPMENT ENGINEERING LLC

\* **FEES**

STATE WRIT TAX	\$0.50
RECORDING FEES	\$19.00
COUNTY ARCHIVES FEE	\$2.00
ROD ARCHIVES FEE	\$3.00
TAX CODE CERTIFICATION	\$10.00
FEES	
TOTAL PAID	\$34.50

Book - 2494 Starting Page - 6899

\* Total Pages - 8

RETURN DOCUMENT TO:

LAND DEVELOPMENT ENGINEERING LLC  
62 W UNION ST  
KINGSTON, PA 18704

MC GIS Registry UPI Certification  
On July 19, 2017 By BH

TAX ID #

19/92101

Total Tax IDs: 1



I Hereby CERTIFY that this document is recorded in the  
Recorder's Office of Monroe County, Pennsylvania

*Josephine Ferro*

THIS IS A CERTIFICATION PAGE

**Do Not Detach**

THIS PAGE IS NOW THE LAST PAGE  
OF THIS LEGAL DOCUMENT

\* - Information denoted by an asterisk may change during  
the verification process and may not be reflected on this page.

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Book: 2494 Page: 6906