

RESOLUTION NO. 24-11

**A RESOLUTION OF THE TOWNSHIP OF LOWER MAKEFIELD
AUTHORIZING THE ACCEPTANCE AND APPROVAL OF A CERTAIN
STORMWATER MANAGEMENT OPERATIONS & MANAGEMENT
AGREEMENT IN ADDITION TO ACCEPTANCE OF DECLARATION OF
RESTRICTIONS FOR PROPERTY LOCATED AT 927 PIPER LANE
WITHIN THE TERRITORIAL BOUNDARIES OF THE TOWNSHIP AS
SATISFACTION OF CERTAIN CONDITIONS IMPOSED AS PART OF THE
APPROVAL OF ZONING RELIEF FOR THE PROPERTY**

WHEREAS the Township of Lower Makefield, in its exercise of its lawful powers, has certain corporate powers, including but not limited to the power to enter into agreements involving property within the Township; and

WHEREAS, the title owners of property identified as 927 Piper Lane, and more fully known as Tax Map Parcel No. 21-003-011, applied for and received zoning relief on March 19, 2024, from the Township's Zoning Hearing Board in order to construct an inground swimming pool and related amenities on the property; and

WHEREAS, as part of approval of the zoning relief, the Township's Zoning Hearing Board imposed certain conditions including but not limited to the property owners entering into a Stormwater Management Operations & Maintenance Agreement (O&M) for the required stormwater management facilities to be constructed and installed on the property, in addition to the property owners executing and recording a Declaration of Restrictions against the property regarding the discharge and drainage of pool and backwash water as listed on the final approved zoning plan as Note 3, page 3; and

WHEREAS the property owners have executed and delivered all of the required instruments for the O&M agreement and declaration of restrictions, copies of which are collectively attached hereto as Exhibit "A", which are in final form for review and approval by the Township; and

WHEREAS the Township wishes to accept and approve the O&M agreement and declaration of restrictions, as referenced above, from the property owners to the Township for the general health, welfare, and safety of the property owners and residents of the Township.

NOW, THEREFORE, BE IT RESOLVED that the Township of Lower Makefield, Bucks County, in accordance with the powers granted unto to it and in accordance with the Second Class Township Code, hereby authorizes and accepts the Stormwater Management Operations & Maintenance Agreement (O&M) for the required stormwater management facilities to be constructed and installed on the property, in addition to acceptance and approval of the Declaration of Restrictions to be recorded against the property regarding the discharge and drainage of pool and backwash water as listed on the final approved zoning plan as Note 3, page 3; and

FURTHER RESOLVED, that the Township Manager and all other proper officers of the Township are authorized and directed to take all steps necessary to carry out the purposes of this Resolution.

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ADOPTED at a regular meeting of the Board of Supervisors of the Township of
Lower Makefield this 17th day of April, 2024.

**BOARD OF SUPERVISORS OF
LOWER MAKEFIELD TOWNSHIP**



JOHN B. LEWIS, Chair

Attested to:



Township Manager

EXHIBIT “A”

Copies of Stormwater Management Operations and Management Agreement

& Declaration of Restrictions

Not originals for signature

Prepared by:

BARBARA M. KIRK, ESQUIRE
HILL WALLACK, LLP
1000 Floral Vale Boulevard, Suite 300
Yardley, PA 19067

Please record and return to:

BARBARA M. KIRK, ESQUIRE
1000 Floral Vale Boulevard, Suite 300
Yardley, PA 19067

PARCEL No. 20-055-194
Address: 927 Piper Lane, Yardley, PA

**STORMWATER MANAGEMENT OPERATIONS
& MANAGEMENT AGREEMENT**

THIS AGREEMENT, made this 06 day of April, 2024, by and between **LOWER MAKEFIELD TOWNSHIP**, Bucks County, a political subdivision of the Commonwealth of Pennsylvania, and its successors, with an address at 1100 Edgewood Road, Yardley, Pennsylvania 19067 (hereinafter referred to as the "Township") and **GREGORY ALAN WHITESIDE & CARA LOUISE WHITESIDE** (hereinafter referred to as "Owners"), who own certain real estate located at 927 Piper Lane, Yardley, Bucks County, Pennsylvania.

WITNESSETH:

WHEREAS, Owners are the title owners of real property identified as Bucks County Tax Parcel #20-055-194, known as 927 Piper Lane (hereinafter referred to as the "Property"); and

WHEREAS, the Township Zoning Hearing Board approved certain requests for variances filed by the Owners for the installation of an inground swimming pool with accessory structures on the Property; and

WHEREAS, as part of the approval of the requested variances, Owners agreed to install a certain stormwater facility in the form of a drainage trench as more fully set forth in the plans submitted with the zoning application, all of which are incorporated herein by reference as though set forth in full; and

WHEREAS, the Township, and the Owners, together with his and/or her 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 on-site stormwater Best Management Practices be constructed and maintained on the Property; and

WHEREAS, for the purposes of this agreement, the following definitions shall apply: BMP – “Best Management Practice;” activities, facilities, designs, measures or procedures used to manage stormwater impacts from land development, to protect and maintain water quality and groundwater recharge and to otherwise meet the purposes of the Municipal Stormwater Management Ordinance, including but not limited to the proposed stormwater management facilities as more fully noted on the plan referenced above; and

WHEREAS, the Township requires, as part of the zoning approval, that stormwater management BMP’s be constructed and adequately operated and maintained by the Owners, his/her successors and assigns, and

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 stormwater management facility shall be constructed by the Owners in accordance with the plan submitted with the zoning application, and as approved by the Township.
2. The Owners, individually and jointly, shall operate and maintain the BMP(s) as shown on the plan in good working order acceptable to the Township and in accordance with the specific maintenance requirements noted on the plan.
3. The Owners hereby grant permission to the Township, its authorized agents and employees, to enter upon the property, at reasonable times and upon presentation of proper identification, to inspect the BMP(s) whenever it deems necessary. Whenever possible, the Township shall notify the Owners prior to entering the property. In addition, Owners shall grant a blanket easement to the Township for access to and on the property at all times, now and in perpetuity, for access to and inspection of the stormwater management facilities as required by the Approved Plan.
4. In the event the Owners fail to operate and maintain the BMP(s) as shown on the Plan in good working order acceptable to the Township, the Township or its representatives may enter upon the Property and take whatever action is deemed necessary to maintain said BMP(s). This provision shall not be construed to allow the Township to erect any permanent structure on the land of the Owners. It is expressly understood and agreed that the Township 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 Township.
5. In the event 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,

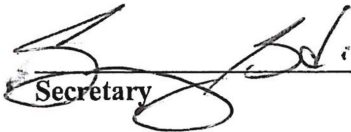
supplies, materials, and the like, the Owners shall reimburse the Township for all expenses (direct and indirect) incurred within 10 days of receipt of invoice from the Township.

6. The intent and purpose of this Agreement is to ensure the proper maintenance of the BMP(s) by the Owners; provided, however, that this Agreement shall not be deemed to create or effect any additional liability of any party for damage alleged to result from or be caused by stormwater runoff.
7. The Owners, his and her executors, administrators, assigns, and other successors in interests, shall release the Township's employees and designated representatives 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 Owners or Township. In the event that a claim is asserted against the Township, its designated representatives or employees, the Township shall promptly notify the Owners and the Owners shall defend, at his own expense, any suit based on the claim. If any judgment or claims against the Township's employees or designated representatives shall be allowed, the Owners shall pay all costs and expenses regarding said judgment or claim.
8. The Township shall inspect the BMP(s) at a minimum of once every three years to ensure their continued functioning, although inspections by the Township may occur more frequently.
9. This Agreement shall be recorded at the Office of the Recorder of Deeds of Bucks County, Pennsylvania, and shall constitute a covenant running with the Property and/or equitable servitude, and shall be binding on the Owners,


his/h e r administrators, executors, assigns, heirs and any other successors in interests, in perpetuity.

IN WITNESS WHEREOF, and intending to legally bound hereby, the parties hereto have caused these presents to be executed and their corporate and common seals hereunto affixed the day and year first above mentioned.

ATTEST:

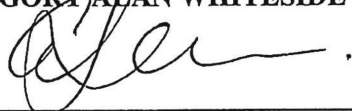

Secretary

**LOWER MAKEFIELD TOWNSHIP
BOARD OF SUPERVISORS**

By: 
Chairman

OWNERS

By: 
GREGORY ALAN WHITESIDE

By: 
CARA LOUISE WHITESIDE

COMMONWEALTH OF PENNSYLVANIA :
: SS
COUNTY OF BUCKS :

On the 18th day of April, 2024, before me, the undersigned officer, personally appeared John Lewis known to me or proven to be the person who executed the above instrument and who acknowledged himself/herself to be the Chairman of the Board of Supervisors, and that he/she, being authorized so to do by Lower Makefield Township, executed the foregoing Agreement for the purposes therein contained by signing the name of said Lower Makefield Township by himself/herself as such Chairman of the Board of Supervisors.

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

Commonwealth of Pennsylvania - Notary Seal
LYNN E TODD - Notary Public
Bucks County
My Commission Expires February 7, 2026
Commission Number 1281655

Lynn E. Todd (SEAL)
My Commission expires:

COMMONWEALTH OF PENNSYLVANIA :
: SS
COUNTY OF Bucks :

On the 6 day of April, 2024, before me, the undersigned officer, personally appeared **GREGORY ALAN WHITESIDE & CARA LOUISE WHITESIDE** known to me or proven to be the persons who executed the above instrument and for the purposes therein contained by signing his and her names to the within instrument.

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

Commonwealth of Pennsylvania - Notary Seal
MARK SCOTT - Notary Public
Bucks County
My Commission Expires April 1, 2025
Commission Number 1393757

Mark Scott (SEAL)
My Commission expires: 04/01/2025

BARBARA M. KIRK, ESQUIRE
HILL WALLACK, LLP
1000 Floral Vale Boulevard, Suite 300
Yardley, PA 19067

Please record and return to:

BARBARA M. KIRK, ESQUIRE
1000 Floral Vale Boulevard, Suite 300
Yardley, PA 19067

PARCEL No. 20-055-194
Address: 927 Piper Lane, Yardley, PA

NO PROPERTY TRANSFER

DECLARATION OF RESTRICTIONS

This DECLARATION made this 06 day of APRIL 2024, by **GREGORY ALAN WHITESIDE & CARA LOUISE WHITESIDE** (hereinafter referred to as “Owners”) for the benefit of the TOWNSHIP OF LOWER MAKEFIELD (the “Township”).

W I T N E S S E S:

WHEREAS, Owners hold title to a certain parcel of land located 927 Piper Lane, Bucks County, Pennsylvania, identified as Tax Parcel No. 21-3-11 (the “Premises”); and

WHEREAS, Owners sought, and obtained approval for zoning variances to construct an inground swimming pool and other related amenities; and

WHEREAS, as part of the approval of the requested variances, Owners agreed to a provision, as noted on the plan submitted with the zoning application, that drainage of the pool and backwash water disposal shall meet the requirements of the Pennsylvania and Bucks County Department of Health, and water shall not be emptied onto public roads or adjoining lands or in the public sanitary sewer system; and

WHEREAS, Owners are willing to restrict the development and use of the Premises with the noted provision as set forth above.

NOW, THEREFORE, intending to be legally bound hereby, Owners, for themselves and for their heirs, successors and assigns, agree as follows:

1. That drainage of the pool on the Premises listed above, and backwash water disposal shall meet the requirements of the Pennsylvania and Bucks County Department of Health, and water shall not be emptied onto public roads or adjoining lands or in the public sanitary sewer system
2. The foregoing restrictions shall be incorporated in any building plan recorded in connection with the construction of the requested in ground swimming pool and related amenities or structures.
3. This Declaration shall run with the land and shall be for the benefit of, and enforceable only by, the Township, its successors and assigns, and by no other persons or entities.
4. This Declaration may be amended, modified or supplemented only by a written instrument executed by Owners, his/her successors, administrators and assigns, and by the Township.
5. This Declaration shall be recorded with the Bucks County Recorder of Deeds against the Premises, with all costs of recording being paid by Owners.

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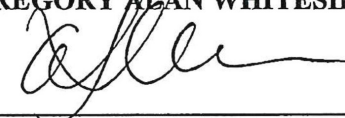
IN WITNESS WHEREOF, the undersigned have executed this Declaration as of the day and year first above written.


Witness


Witness

OWNERS

By: 
GREGORY ALAN WHITESIDE

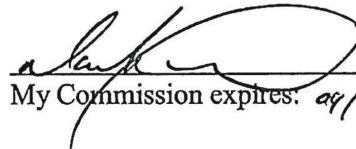
By: 
CARA LOUISE WHITESIDE

COMMONWEALTH OF PENNSYLVANIA :
: SS
COUNTY OF Bucks :

On the 6 day of April, 2024, before me, the undersigned officer, personally appeared GREGORY ALAN WHITESIDE & CARA LOUISE WHITESIDE known to me or proven to be the persons who executed the above instrument and for the purposes therein contained by signing his and her names to the within instrument.

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

Commonwealth of Pennsylvania - Notary Seal
MARK SCOTT - Notary Public
Bucks County
My Commission Expires April 1, 2025
Commission Number 1393757

 (SEAL)
My Commission expires: 04/01/2025