

Stormwater Management
Agreement



Allegheny County
 Jerry Tyskiewicz
 Department of Real Estate
 Pittsburgh, PA 15219

Instrument Number: 2017-21956

BK-DE VL-16876 PG-378

Recorded On: July 24, 2017

As-Deed Agreement

Parties: ZOKAITES PROPERTIES L P

To PLUM BOROUGH

of Pages: 4

Comment: STORMWATER MGMT AGRT

***** THIS IS NOT A BILL *****

Deed Agreement	162.00
	0
	0
Total:	162.00

Realty Transfer Stamp

Department of Real Estate Stamp

Affidavit Attached-No	
NOT A DEED OF TRANSFER	EXEMPT
Value	0.00

Certified On/By-> 07-24-2017 / Michael Galovich

NOT A DEED OF TRANSFER

ZOKAITES
 JUL 31 2017
RECEIVED

I hereby certify that the within and foregoing was recorded in the Department of Real Estate in Allegheny County, PA

****DO NOT REMOVE-THIS PAGE IS PART OF THE RECORDED DOCUMENT****

File Information:

Record and Return To:

Document Number: 2017-21956
 Receipt Number: 3279927
 Recorded Date/Time: July 24, 2017 10:02:20A
 Book-Vol/Pg: BK-DE VL-16876 PG-378
 User / Station: J Clark - Cash Super 07

ZOKAITES
 375 GOLFSIDE DR
 WEXFORD PA 15090



Jerry Tyskiewicz
 Jerry Tyskiewicz, Director
 Rich Fitzgerald, County Executive

Please mail to:
Zokaites
375 Golfside Dr
Wee Ford 15090

**OPERATION AND MAINTENANCE (O&M) AGREEMENT
STORMWATER MANAGEMENT BEST MANAGEMENT PRACTICES (SWM BMPs)**

THIS AGREEMENT, made and entered into this 5th day of July, 2017,
by and between Zokaites Properties, LP, (hereinafter the "Landowner"), and Plum Borough,
Pennsylvania, (hereinafter "Municipality");

WITNESSETH

WHEREAS, the Landowner is the owner of certain real property as recorded by deed in the land records of Allegheny County, Pennsylvania, Deed Book 14958 at page 280 (hereinafter "Property").

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

WHEREAS, the SWM BMP Operation and Maintenance (O&M) Plan approved by the Municipality (hereinafter referred to as the "O&M Plan") for the property identified herein, which is attached hereto as Appendix A and made part hereof, as approved by the Municipality, provides for management of stormwater within the confines of the Property through the use of BMPs; and

WHEREAS, the Municipality, 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 on-site SWM BMPs be constructed and maintained on the Property; and

WHEREAS, the Municipality requires, through the implementation of the SWM Site Plan, that SWM BMPs as required by said SWM Site Plan and the Municipal 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 construct the BMPs in accordance with the plans and specifications identified in the SWM Site Plan.
2. The Landowner shall operate and maintain the BMPs as shown on the SWM Plan in good working order in accordance with the specific operation and maintenance requirements noted on the approved O&M Plan.
3. 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. Whenever possible, the Municipality shall notify the Landowner prior to entering the property.
4. In the event the Landowner fails to operate and maintain the BMPs per paragraph 2, 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.
5. 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.

6. **The intent and purpose of this Agreement is to ensure the proper maintenance of the onsite BMPs by the Landowner; provided, however, that this Agreement shall not be deemed to create or affect any additional liability of any party for damage alleged to result from or be caused by stormwater runoff.**
7. **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.**
8. **The Municipality intends to inspect the BMPs at a minimum of once every three years to ensure their continued functioning.**

This Agreement shall be recorded at the Office of the Recorder of Deeds of _____ County, 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.

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
Marla Gingery, Notary Public
Plum Boro, Allegheny County
My Commission Expires Aug. 2, 2019

ATTEST: Marla Gingery

WITNESS the following signatures and seals:

(SEAL)

For the Municipality:

David A Adorley

For the Landowner:

ZOKAITES PROPERTIES LP

By: ZOKAITES CONTRACTING, INC
the General Partner

Frank R. Zokaites, President

ATTEST:

Plum Borough (City, Borough, Township)

County of Allegheny, Pennsylvania

I, Deanna K Cline, a Notary Public in and for the county and state aforesaid, whose commission expires on the 19 day of July, 2020, do hereby certify that Frank R Zokaites whose name(s) is/are signed to the foregoing Agreement bearing date of the 1 day July, 2017, has acknowledged the same before me in my said county and state.

GIVEN UNDER MY HAND THIS 1 day of July, 2017.

Deanna K Cline
NOTARY PUBLIC (SEAL)

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
Deanna K. Cline, Notary Public
Reserve Twp., Allegheny County
My Commission Expires July 19, 2020