

NORTH LONDONDERRY TOWNSHIP

PARK & RECREATION AGREEMENT

THIS AGREEMENT, made this _____ day of _____ 20____ by and between North Londonderry Township, a second class township organized and existing under the laws of the Commonwealth of Pennsylvania, having its principal office situate at 655 East Ridge Road, North Londonderry Township, Lebanon County, Pennsylvania, hereinafter referred to as "TOWNSHIP"

AND

_____, hereinafter referred to as "DEVELOPER".

WITNESSETH

WHEREAS, DEVELOPER has presented to the TOWNSHIP a subdivision plan which Plan is incorporated herein by reference as if fully set forth; and

WHEREAS, as part of the subdivision plan approval process, DEVELOPER has presented the said plan to the TOWNSHIP Board of Supervisors; and

WHEREAS, the TOWNSHIP Board of Supervisors has made a recommendation to the TOWNSHIP that the TOWNSHIP accept the sum of Fifteen Hundred Dollars (\$1,500.00) for each approved residential lot or equivalent dwelling unit within the subdivision to be paid to the TOWNSHIP for recreation purposes in accordance with the Ordinance and Resolution duly adopted by the TOWNSHIP; and

WHEREAS, the TOWNSHIP and DEVELOPER desire to enter into an agreement providing for the establishment of the fee per residential lot or equivalent dwelling unit for recreational purposes and the manner of payment of the fee;

NOW, THEREFORE, and in consideration of the mutual covenants contained herein, and intending to be legally bound thereby, the parties hereto do hereby covenant and agree as follows:

1. RECREATIONAL LOT FEE

DEVELOPER and the TOWNSHIP do hereby covenant and agree that DEVELOPER shall not be required to provide recreational land within the subdivision, and the parties do further covenant and agree that DEVELOPER shall pay to the TOWNSHIP the sum of Fifteen Hundred Dollars (\$1,500.00) for each approved residential lot or equivalent dwelling unit within the said subdivision representing the payment to the TOWNSHIP for recreational land and facilities that are provided by the TOWNSHIP within North Londonderry Township.

_____ Lot(s)/Equivalent Dwelling Unit(s) x \$1,500.00 = \$ _____

2. TIME OF PAYMENT

The TOWNSHIP and DEVELOPER do agree that DEVELOPER shall make the aforesaid payment to the TOWNSHIP for each residential lot or equivalent dwelling unit in accordance with the following schedule:

- a. Before presentation to the Lebanon County Planning Department and prior to the recording of the final subdivision plan, DEVELOPER shall pay to the TOWNSHIP the sum of Fifteen Hundred Dollars (\$1,500.00) for each residential lot or equivalent dwelling unit within the subdivision. The lot or equivalent dwelling unit total is _____ (___) for a sum of _____ dollars (\$_____).

3. WAIVER OF REFUND

The Parties hereto do agree that the TOWNSHIP shall use the Park and Recreation fees paid under the terms and provisions of this Agreement for Park and Recreation purposes to serve the residents of North Londonderry Township. The TOWNSHIP shall have twenty (20) years from the date of this Agreement to utilize the funds for such purposes. If the TOWNSHIP does not utilize the funds for Park and Recreation purposes within North Londonderry Township within twenty (20) years from the date of this Agreement, the Park and Recreation fees paid hereunder shall be reimbursed to DEVELOPER.

4. BINDING AGREEMENT

This agreement shall be binding upon the parties hereto, their heirs, executors, administrators, successors in title, and assigns. This Agreement shall not be assigned by DEVELOPER without the prior written consent of the TOWNSHIP.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals intended to be legally bound hereby the day and year set forth herein.

ATTEST:

NORTH LONDONDERRY TOWNSHIP
BOARD OF SUPERVISORS

Secretary/Assistant Secretary

Chairman/Vice Chairman

WITNESS:

(DEVELOPER NAME/ORGANIZATION)

Signature

Signature

Title

Title

Signature

Title