

HOLDING TANK AGREEMENT

(TO BE EXECUTED IN ASSOCIATION WITH ISSUANCE OF A HOLDING TANK PERMIT)

THIS HOLDING TANK AGREEMENT, made this ____ day of _____ 20____, by

and between (Name) _____

Mailing Address: _____

Site Address for permitted holding tank: _____

Hereafter, whether singular or plural, referred to as "OWNER".

AND

HARMONY TOWNSHIP, a township of the second class located in Forest County, Pennsylvania, hereafter referred to as "**TOWNSHIP**".

WITNESSETH THAT:

RECITALS:

- A. Owner is the record owner of a certain parcel of land (hereinafter "**PREMISES**") located within the boundaries and jurisdiction of Township, and more specifically identified on Schedule "A" which is attached hereto and expressly made a part hereof. For its own benefit and utility, Owner desires to install a holding tank upon the Premises.
- B. Under and pursuant to applicable law, the Township may be charged with the ultimate responsibility for the maintenance and operation of the holding tank and may in the future become liable for expenses directly attributable to the construction, operation, maintenance, pumping, or improvement of the holding tank, which expenses absent any other agreement might be borne by the Township.
- C. The parties hereto desire to enter into an agreement regarding the funding for or guarantees of the construction, operation, maintenance, pumping, and improvement of or to the holding tank and for the protection of the Township.

D. For all time hereinafter, the Owner, and the Owner's heirs, successors, and assigns, intend and desire to assume all responsibility for funding and expenses of the construction, operation, maintenance, pumping, and improvements of and to the holding tank, and hold harmless and indemnify the Township for all expenses directly attributable to said holding tank.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, it is agreed as follows:

1. The Township shall adopt such revisions to its official sewage facilities plan and relevant ordinances and take all other action which may be required to permit the Owner to install a holding tank on the Premises.

2. The Owner shall take all action and meet all requirements which may be necessary for Owner to obtain such permits and other approval as may be required by any state or federal legislative body, agency, or department for the construction and operation of Owner's holding tank and for the storage of sewage therein.

3. For all time hereinafter, the Owner, for Owner, and Owner's heirs, executors, administrators and assigns, does hereby covenant and agree, for as long as the said holding tank is in use and existence, to meet all requirements for operation and maintenance as promulgated now or in the future by any federal or state legislative body, agency, or department, and further shall make all reports, do all monitoring, perform all inspections, and perform any and all such repairs, maintenance and/or improvements to the holding tank as may be required now or in the future.

4. The Owner, for Owner, and Owner's heirs, executors, administrators and assigns, does hereby covenant and agree to indemnify, defend, and hold Township harmless from all claims, suits, demands, and expenses of every nature and description, including but not limited to administrative costs and attorney's fees, that the Township may incur in connection with or by reason of the Township's approval of and the installation and operation of a holding tank on the Premises.

5. This Agreement shall be recorded by the Supervisors of the Township at Owner's own cost and expense in the Office of the Recorder of Deeds for Forest County. Owner may not commence installation of a holding tank on the Premises until such time as this Agreement has been recorded.

6. This Agreement cannot be changed or modified in any way whatsoever unless such change or modification shall first be reduced to writing and signed by all parties hereto.

7. It is understood and acknowledged by the parties hereto that this Agreement shall be enforceable by and against all the parties hereto and by and against all subsequent grantees and owners of the Premises. The burdens, restrictions, duties, and all obligations herein shall be binding upon, and all rights herein shall be enforceable against, any record owner of all or part of the Premises. Any conveyance of the Premises, and any judgment, mortgage and other lien of every type which may be entered on or against the Premises or granted by or entered against the Owner shall be subject to all the terms of this Agreement. The terms of this Agreement shall be enforceable in a court of equity or a court of law, and upon the breach of this Agreement, the Township shall be entitled to all remedies, including but not limited to the immediate imposition of a municipal lien upon the Premises which lien shall be deemed to be a lien upon and secured by the Premises and to be effective and imposed as of the day of the recording of this Agreement.

It is further acknowledged that Owner, pursuant to Ordinance of the Township, has or will post bond to secure compliance with all rules, regulations, laws and ordinances as the same pertain to the holding tank herein contemplated. The parties acknowledge that said bond amount shall further be pledged as security for the performance of this Agreement and that Township may proceed against said bond upon the breach of this Agreement by Owner.

8. It is further understood and acknowledged by the parties hereto that in the case of default by Owner of any of the obligations incumbent pursuant to this Agreement then in such case, and at the option of the Township, the Owner hereby authorizes and empowers any attorney of any court of record in the Commonwealth of Pennsylvania, or elsewhere, to appear for Owner and confess

judgment for the amount then due the Township plus cost of suit and a minimum attorney's fee, as specified below. Further, the Township may, at its option, proceed by action of ejectment on this Agreement, after default made as set forth herein; and in such case, the Owner hereby authorizes and empowers any attorney of any court of record to appear for him in an amicable action of ejectment for the premises described herein, to be entered by the Prothonotary, and authorizes the immediate issuing, (without asking leave of court) of a writ of possession, with writ of execution for the amount of said judgment and costs, with a minimum attorney's commission of Five Hundred Dollars (\$500) or twenty percent (20%) of the balance due under this Agreement; in each case waiving the benefit of any law exempting property from levy and sale, waiving the right of inquisition if levy is made on land and consenting to condemnation thereof with liberty to sell same on execution, without stay of execution, and with release of all errors.

9. Every record owner of the Premises shall, in writing, notify the Township upon the transfer of legal or equitable title of any part or all of the Premises. Said notice shall contain the name(s), address(es) and telephone number(s) of all transferees and shall be delivered within ten (10) days of said transfer.

10. Upon the removal of the holding tank from the Premises, the Township shall, upon the written request of Owner, provide a release of this Agreement to Owner, provided that Owner is then in compliance with all of the terms of this Agreement and all applicable Ordinances, rules, regulations, administrative pronouncements, and laws of any kind. After removal of the holding tank and release of this Agreement, no holding tank may be re-installed upon the Premises until Owner has applied for and been granted a new application for the installation of a holding tank.

11. This writing constitutes the complete and final agreement between the above named parties.

12. Owner hereby certifies that the undersigned constitute all the real owners of the Premises and have full power and authority to enter into this Agreement and so make this Agreement enforceable against all real owners of the Premises and all subsequent owners and grantees of the Premises.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby, have caused this Agreement to be executed the day and year first above written.

OWNER(S):

**TOWNSHIP:
TOWNSHIP SUPERVISORS**

ATTEST: (SEAL)

SECRETARY

COMMONWEALTH OF PENNSYLVANIA:

: ss.

COUNTY OF _____

:

ON THIS, the _____ day of _____,

Before me, the undersigned officer, personally appeared _____

known to me (or satisfactorily proven) to be the persons whose names are
subscribed to the within instrument and acknowledged that they executed the same
for the purposes therein contained.

IN WITNESS WHERE OF, I hereunto set my hand and official seal.
