



Hereford Township

Berks County, Pennsylvania

3131 Seisholtzville Rd

Macungie, PA 18062

Main: (610)-845-2929 – Fax: (610)-845-0616

Website: www.herefordtownship.org

Official Use Only

Date Received: _____ Received by: _____

****Notice to Applicants:** Information on this form is public information and may be accessed by third parties in accordance with and subject to the requirements of the "Open Records Law"

Is there a legal reason your information should not be shared with a third party agency or available for public inspection: Yes No — If yes, please explain: _____

Recreation Agreement

THIS AGREEMENT, made this _____ day of _____, 20____ by and between:

Hereford Township, a municipal subdivision of the Commonwealth of Pennsylvania located in Berks County, Pennsylvania with office at 3131 Seisholtzville Road, Macungie, PA 18062 in the Township of Hereford, Berks County, Pennsylvania hereinafter referred to as Township, and _____, with office at _____ the developer of a certain tract of land in Hereford Township located at _____ and known as _____ Subdivision, hereinafter referred to as Developer,

WHEREAS, Developer has obtained approval for a subdivision or land development and has paid to Township a fee in lieu of construction or reservation of park or recreation purpose facilities, all pursuant to Section 503 (11) of the Pennsylvania Municipalities Planning Code, 53 P.S. Section 10503 (11); and

WHEREAS, said fee was paid _____; and

WHEREAS, under and in accordance with Section 503(11) (vii) the person who paid the fee shall be entitled to request Township to refund the fee, together with interest accumulated thereon, in the event that Township has not expended the funds for park or recreation purpose facilities within three (3) years of payment of the fee; and

WHEREAS, Township may be unable to expend the funds for the reason that the accumulated fees and interest are not large enough to expend for a meaningful park or recreation purpose facility or facilities and would be more effectually utilized if the fund continued to be accumulated until such time as an effectual purpose appears, as both parties recognize and agree; and

WHEREAS, Developer has agreed that Township shall continue to retain the fee and accumulated interest and spend it at some time in the future for park and recreation purpose facilities as determined by the Township and, for this purpose, Developer has agreed to waive the right to request refund now or in the future and to waive the statutory requirement that said fund be expended within three (3) years of payment.

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein and for and in consideration of the sum of \$1.00, lawful money of the United States, in hand paid by Township to Developer, and both parties intending to be legally bound hereby, the parties agree as follows:

1. Township shall continue to retain and accumulate interest upon the fund created by the payment of Developer of the fee in lieu of park and recreational purpose facilities until such time as Township determines to spend the same and the same shall only be expended such purposes but the time, manner and specific use of the funds will be determined by Township, in its sole and absolute discretion, at such time or from time to time hereafter as shall be deemed in the best interest and public welfare of Township and its people.
2. Developer agrees to waive the right to request refund and to waive the requirement that the said fund be expended within three (3) years of payment, said waivers to be effective now and at any time hereafter and any right Developer has now or in the future under existing law or any subsequent changes to law.
3. Developer warrants and represents that it is the entity entitled to request refund that there has not been succession or assignment and that it has full authority and power to grant the waivers herein;
4. Developer agrees that it shall not seek to challenge or overturn this agreement under existing or future law and should this or a similar agreement of this Township or any other municipal subdivision be declared or deemed illegal or of no effect, this agreement shall remain in full force and effect and legally binding.
5. This agreement shall bind the Developer, Township and their respective heirs, successors and assigns.

IN WITNESS WHEREOF, the parties have set their hands and seals the day and year first above written.

HEREFORD TOWNSHIP

DEVELOPER

By: _____

By: _____

Attest: _____

Attest: _____

(SEAL)

(SEAL)