

ACCESSORY DWELLING UNIT AGREEMENT

THIS AGREEMENT entered into this ____ day of _____, 20____, by and between RAPHO TOWNSHIP, a second class township organized and existing under the laws of the Commonwealth of Pennsylvania with its municipal offices located at 971 North Colebrook Road, Manheim, Pennsylvania, 17545, hereinafter referred to as the “Township,” and _____, adult individuals and husband and wife, who reside at _____, hereinafter referred to as the “Landowners.”

WITNESSETH:

WHEREAS, Landowners are the owners of property situated in the Township and described in a deed recorded with the Lancaster County Recorder of Deeds in Record or Deed Book ____, Volume ____, Page ____, or Instrument Number _____ (the “Property”); and

WHEREAS, the Property has located on it [describe existing improvements]; and

WHEREAS, Landowners are desirous of temporarily placing a separate dwelling unit on the Property (the “Accessory Dwelling Unit”) to the [indicate location of Accessory Dwelling Unit with reference to existing dwelling] of their existing single-family structure; and

WHEREAS, the Accessory Dwelling Unit will be used solely by _____, immediate relative(s) of Landowners, and will be removed when [name(s) of relative(s)] no longer occupy(ies) the unit; and

WHEREAS, the Rapho Township Subdivision and Land Development Ordinance requires that the placement of the Accessory Dwelling Unit requires submission of a sketch plan and narrative, along with a plan preparation modification request, and approval by the Board of Supervisors (the “Board”); and

WHEREAS, the Board, on _____, 20___, approved the grant of a modification of land development approval; and

WHEREAS, as a condition of the modification granted by the Board and pursuant to the Township Ordinance, Landowners are required to enter into an agreement with the Township concerning the Accessory Dwelling Unit; and

WHEREAS, the Board has delegated to the Township the authority to enforce this Agreement on behalf of the Board.

NOW, THEREFORE, in consideration of the mutual promises herein contained and intending to be legally bound hereby, the parties agree as follows:

1. Landowners stipulate and agree that:

(a) The Accessory Dwelling Unit will be occupied solely by [name(s)] of relative(s)].

(b) The Accessory Dwelling Unit will be located [indicate location of Accessory Dwelling Unit with reference to existing dwelling] of the existing dwelling.

(c) The Accessory Dwelling Unit will be connected to a water supply and a sanitary sewer disposal system which will be approved by appropriate authorities and will be used and maintained in accordance with all applicable laws and regulations.

(d) The Accessory Dwelling Unit will be removed when [name(s)] of relative(s)] no longer occupy(ies) the unit.

(e) Landowners will, between January 1 and January 31 of each year hereafter until termination of this Agreement and removal of the Accessory Dwelling Unit, notify the Township in writing that the use of the Accessory Dwelling Unit is consistent with this Agreement and that all conditions of the Agreement are being complied with.

(f) For purposes of this Agreement, the term “immediate relative” shall mean, mother, father, sister, brother, son and daughter.

2. This Agreement shall be recorded for the purpose of imposing a restriction on the land which limits the use of the Accessory Dwelling Unit as specified herein and requires its removal in accordance with the terms of this Agreement. This restriction shall run with the land and is binding upon the heirs, personal representatives, successors and assigns of Landowners. Upon removal of the Accessory Dwelling Unit, a termination statement shall be recorded evidencing termination of this restriction.

3. Landowners shall obtain a zoning permit from the Township prior to the placement of the Accessory Dwelling Unit on the Property, and Landowners shall place the Accessory Dwelling Unit on the Property in accordance with all applicable Township Ordinances, rules and regulations.

4. Landowners shall obtain all approvals and permits required by the Township Sewage Enforcement Officer for the provision for sanitary sewer service to the Accessory Dwelling Unit and shall modify their current on-lot disposal system if necessary.

5. Landowners specifically acknowledge and agree that they must obtain approval under, and shall comply with, all applicable Ordinances of the Township, including but not limited to the Zoning Ordinance.

6. Landowners shall pay to the Township all recording fees and all legal fees and costs incurred for the negotiation, preparation, recording or enforcement of this Agreement. If Landowners fail or refuse to pay such fees after receipt of an invoice therefor, the Township may place a municipal lien against the Property to secure payment for such costs and/or may require Landowners to remove the Accessory Dwelling Unit from the Property.

7. This Agreement will be construed, performed and enforced in accordance with the laws of the Commonwealth of Pennsylvania.

8. This Agreement is not transferable without the written consent of the Township.

9. This Agreement sets forth the entire agreement and understanding between the parties as to the subject matter thereof and may only be amended subsequent to the date hereof by a written instrument signed by the parties.

10. The parties hereto consent to the exclusive jurisdiction of the Court of Common Pleas of Lancaster County, Pennsylvania, with respect to any dispute which may arise in connection with this Agreement or the enforcement thereof.

11. For the purpose of this Agreement, the masculine gender shall be deemed to include the feminine and the neuter, and vice versa. Unless the context otherwise requires, the use of the singular and plural shall be interchangeable.

12. The provisions of this Agreement shall be binding upon and inure to the benefit of the heirs, personal representatives, permitted assigns, grantees, lessees and successors of the parties hereto and shall constitute covenants running with the land.

IN WITNESS THEREOF, the parties have caused this Agreement to be executed the day and year first written above.

RAPHO TOWNSHIP

Attest: _____
(Assistant) Secretary

By: _____
(Vice) Chairman
Board of Supervisors

[TOWNSHIP SEAL]

Witness:

_____ (SEAL)
[Name of Landowner]

_____ (SEAL)
[Name of Landowner]

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[TOWNSHIP ACKNOWLEDGMENT]

COMMONWEALTH OF PENNSYLVANIA)
) SS:
COUNTY OF LANCASTER)

On this _____ day of _____, 20____, before me, the undersigned officer, a notary public in and for the aforesaid Commonwealth and County, personally appeared _____, who acknowledged himself/herself to be (Vice) Chairman of the Board of Supervisors of RAPHO TOWNSHIP, Lancaster County, Pennsylvania, and that he/she, as such officer, being authorized to do so, executed the foregoing Accessory Dwelling Unit Agreement for the purposes therein contained by signing the name of such Township by himself/herself as such officer.

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

Notary Public

My commission expires:

