

**THORNBURY TOWNSHIP
DELAWARE COUNTY, PENNSYLVANIA**

RESOLUTION NO. 2023-12

**ACCEPTING THE DEEDS OF DEDICATION FOR
CERTAIN SANITARY SEWER FACILITIES AND
THAT CERTAIN ROAD KNOWN AS
WALTON LANE**

IN THE BLACK BELL FARM SUBDIVISION

WHEREAS, WALTON LANE ASSOCIATES, LLC, a Pennsylvania limited liability company (the “**Developer**”), entered into a *Development Agreement*, dated November 15th, 2017 (the “**Development Agreement**”), with the Township of Thornbury, Delaware County (the “**Township**”) in connection with the development of certain real property situate in the Township, pursuant to a plan entitled *WALTON LANE (formerly titled BLACK BELL FARM), FINAL SUBDIVISION AND LAND DEVELOPMENT PLAN*, prepared by DL Howell Civil Engineering and Land Planning, dated August 15, 2015 and last revised March 7, 2017, consisting of plan sheets 1 through 26, together with Landscape Plans, prepared by Glackin Thomas Panzak, Inc., dated December 9, 2015, and last revised April 26, 2017 consisting of sheets LP1 through LP3, and Low Pressure Sewer Systems Plans, prepared by Evans Mill Environmental, Inc., dated June 16, 2016, last revised February 3, 2017, consisting of a single sheet, as the same may have been amended to satisfy conditions of final approval (collectively the foregoing are the “**Plan**”); and

WHEREAS, the Development Agreement, required among other things, that certain public roadway improvements known as Walton Lane (the “**Road**”) were to be constructed by Developer pursuant to the Plan and Development Agreement; and

WHEREAS, in addition to the Road, the Development Agreement, also required among other things, that certain sanitary easements and rights-of-way be established and certain sanitary sewer lines, mains, manholes, stub laterals, their accessories and appurtenances consisting of underground pipe, conduits, manholes, drains, markers, mains and related apparatus (collectively the “**Sanitary Sewer Facilities**”) were to be constructed by Developer pursuant to the Plan and Development Agreement; and

WHEREAS, in addition to the Road and Sanitary Sewer Facilities, the Development Agreement, also required among other things, that a stormwater culvert be installed under the driveway access in and to property belonging to the Township and identified as Open Space 3 (the “**Driveway Culvert**”) were to be constructed by Developer pursuant to the Plan and Development Agreement; and

WHEREAS, and the Developer has completed the Road, Sanitary Sewer Facilities and Driveway Culvert and requested that the said Road, Sanitary Sewer Facilities and Driveway Culvert be dedicated to the Township as and for a public road and public sanitary sewer facilities; and

WHEREAS, Developer has executed and delivered or will execute and deliver a maintenance and security agreement in form and substance acceptable to the Township, to assure the proper functioning and structural integrity and provide for the prompt repair and maintenance of the Road, Sanitary Sewer Facilities and Driveway Culvert, together with certain other improvements constructed by Developer, for a period of eighteen (18) months; and

WHEREAS, Developer has, at its own expense, provided the Township with a Record Owner and Lien Certificate, from a title company acceptable to the Township, listing only those exceptions and/or objections acceptable to the Township, covering said Road and Sanitary Sewer Facilities; and

WHEREAS, the Developer shall have reimbursed the Township in full, on or before the date of this Resolution, for all engineering fees, legal fees and other professional fees, costs and expenses incurred by the Township in connection with the Plan, the Development Agreement and/or the dedication of said Road, Sanitary Sewer Facilities and Driveway Culvert (collectively the “**Township Fees**”); and

NOW, THEREFORE, BE IT RESOLVED, that the Township of Thornbury, Delaware County, subject to the conditions of this Resolution and the conditions of any other formal motion or action by the Board of Supervisors with regard to the Road, Sanitary Sewer Facilities and/or Driveway Culvert, does accept the Deeds of Dedication for the Road (which includes the Driveway Culvert) and the Sanitary Sewer Facilities, copies of said Deeds of Dedication being attached hereto and made a part hereof as **Exhibit “A”**, and be it further

RESOLVED, except as otherwise stated herein, that dedication of the Road shall not be deemed to and shall not include acceptance of any other improvements constructed by Developer, including but not limited to, water service improvements regardless of whether or not the same are located within or under the Road or the rights-of-way of such Roads; and be it further

RESOLVED, that the Township shall not be responsible for the maintenance or repair of any improvement located outside of the cartway of said Road, including sidewalks, curbs and stormwater facilities nor shall it be responsible for any other improvement, by virtue of this Resolution, the responsibility therefore shall be and remain in (1) the Andover Homeowners’ Association, Inc. or unit owner(s) as set forth in the *Declaration of “Walton Lane”, a Planned Community* governing the Walton Lane Subdivision; and (2) pursuant to that *Stormwater Controls and Best Management Practices Operations and Maintenance Agreement*, dated November 15, 2017, and recorded in the Office of the Recorder of Deeds in and for Delaware County, Pennsylvania in Book 06091, Page 1493; and be it further

RESOLVED, except as otherwise stated herein, that dedication of the Sanitary Sewer Facilities shall not be deemed to and shall not include acceptance of any of the part of any of the private house/building laterals installed by Developer regardless of whether or not the same are located within or under the Road or the rights-of-way of such Road; and be it further

RESOLVED, Developer shall have executed and delivered to the Township a form of Maintenance and Security Agreement (the “**Maintenance Agreement**”) in form acceptable to the Township Solicitor, providing for the prompt repair and maintenance and proper functioning and structural integrity of the Road and Sanitary Sewer Facilities for a period of not less than eighteen (18) months from the date of this Resolution or as otherwise set forth in the Maintenance Agreement (the “**Maintenance Period**”); and be it further

RESOLVED, that Developer, shall have paid all of the Township Fees, and in accordance with the Maintenance Agreement, shall have delivered to the Township, fully effective financial maintenance security in the amount of **Eighty-Three Thousand Forty-One Dollars and Thirty-Four Cents (\$83,041.34)** (the “**Financial Security**”), with said Financial Security otherwise in form acceptable to the Township, to guarantee Developer’s obligations under the Maintenance Agreement; and be it further

RESOLVED, that the Developer shall satisfactorily complete all minor deferred uncompleted Development Agreement punch list items identified by the Township Engineer and/or Township Sewer Engineer, if any, within six (6) months of the date of this Resolution; and be it further

RESOLVED, that notwithstanding anything in this Resolution to the contrary, the Township shall only have accepted the Deeds of Dedication in the event that the terms of this Resolution are complied with by Developer, in full and without condition (including without limitation the Maintenance Agreement and Financial Security), otherwise this Resolution shall be deemed automatically rescinded and the ownership of and responsibility for the Roads, Sanitary Sewer Facilities and Driveway Culver shall remain solely and entirely in and with the Developer.

ADOPTED this ____ day of _____, 2023, by the Board of Supervisors of Thornbury Township, Delaware County, Pennsylvania.

**THORNBURY TOWNSHIP,
DELAWARE COUNTY
BOARD OF SUPERVISORS**

James P. Kelly, Chair

Sheri L. Perkins, Vice Chair

Michael J. Mattson, Supervisor

ATTEST:

Geoffrey Carbutt, Secretary

(Township Seal)

EXHIBIT "A"

DEEDS OF DEDICATION

Walton Lane and Black Bell Farm Sanitary Sewers