

11800 Molly Pitcher Highway, Greencastle, PA 17225  
UPI No. 01-0A17.-016.-000000  
Township of Antrim, Franklin County, Pennsylvania

**INSTRUMENT FOR THE DECLARATION OF  
RESTRICTIONS AND COVENANTS**

This Instrument for the Declaration of Restrictions and Covenants ("Instrument") is being made as of this 25<sup>th</sup> day of November, 2025, by TOWNSHIP OF ANTRIM, a Pennsylvania municipal agency, having an address of 10655 ANTRIM CHURCH ROAD GREENCASTLE PA 17225 (the "Declarant").

**WITNESSETH:**

WHEREAS, Declarant is the developer of certain land situated in Antrim Township, Franklin County, Pennsylvania, containing +/- 26.62 acres, more particularly described on that certain Deed, in the land records of Franklin County Pennsylvania, as Deed Reference: 2688-0146 (the "Property");

WHEREAS, as required by the Pennsylvania Department of Environmental Protection (the "Department"), Declarant has agreed to provide this Instrument to protect the Property;

WHEREAS, portions of the Property are included within the boundary of a General National Pollutant Discharge Elimination System Permit for Discharges of Stormwater Associated with Construction Activities (Permit No. PAC280114), which permit identifies certain Post Construction Stormwater Management Stormwater Control Measures ("PCSM SCMs") located on the Property;

WHEREAS, Declarant has received approval of the Post Construction Stormwater Management Plans for the Property, a copy of which are attached hereto and incorporated herein as **Appendix A** (as may be further amended, modified, or supplemented from time to time, the "PCSM Plan"), which PCSM Plan identifies and describes the PCSM SCMs for the Property and the applicable operation and maintenance activities necessary for the PCSM SCMs;

WHEREAS, Declarant has prepared a record plan detailing the as-built conditions of the PCSM SCMs for the Property, a copy of which is attached hereto and incorporated herein as **Appendix B** (as may be further amended, modified, or supplemented from time to time, the "As-Built Plan");

WHEREAS, pursuant to the applicable governmental requirements, Declarant, its successors and assigns, shall be responsible for implementation of the approved PCSM Plan for the PCSM SCMs located on the Property as described therein; and

WHEREAS, Declarant, for itself, its successors and assigns, has agreed to provide for necessary access to portions of the Property that it owns, to applicable parties, related to long-term operation and maintenance of the PCSM SCMs; and

WHEREAS, Declarant, for itself, its successors and assigns, has decided to restrict the lots on the plan from being combined or subdivided in any manner.

NOW THEREFORE, in consideration of the above and the mutual covenants, terms, conditions, and restrictions hereinafter set forth in this Instrument, and other good and valuable consideration, receipt of which is hereby acknowledged, Declarant files this Instrument:

1. Purpose. The purpose of this Instrument is to provide notice and to ensure the operation and maintenance, and necessary access for operation and maintenance, of the PCSM SCMs on the Property and to prevent the use or development of the Property in any manner that may impair or conflict with the operation and maintenance of the PCSM SCMs. Per 25 Pa. Code § 102.8(m)(2), this Instrument identifies the PCSM SCM(s), provides for the necessary access related to long-term operation and maintenance of the PCSM SCM(s), and provides notice that the responsibility for long-term operation and maintenance of the PCSM SCM(s) is a covenant that runs with the land that is binding upon and enforceable by subsequent owners of the Property or any portion thereof. An additional purpose is to restrict the lots on the plan from being combined or subdivided in any manner as a covenant that runs with the land and is binding upon and enforceable by subsequent owners of the property or any portion thereof.

2. Declaration of Restrictions and Covenants. Declarant hereby declares that the Property shall be held, transferred, conveyed, leased, occupied, or otherwise disposed of and used subject to this Instrument which shall run with the land and be binding on all heirs, successors, assigns, occupiers, and lessees.

3. Perpetual Duration. The provisions of this Instrument shall be deemed to be covenants running with and binding the land comprising the Property, and shall continue in perpetuity.

4. Reserved Rights. Declarant reserves unto itself and its successors and assigns all rights accruing from its ownership of the Property or any portion thereof, including the right to engage in or permit or invite others to engage in all uses of the Property that are not inconsistent with the purpose of this Instrument.

5. Subsequent Transfers. The terms of this Instrument shall be incorporated by reference into any deed or other legal instrument by which Declarant divests itself by sale, exchange, devise or gift of all or any portion of the Property. Failure of Declarant to perform any act required by this Instrument shall not impair the validity of this Instrument or limit its enforceability in any way. Upon valid sale or transfer of Declarant's ownership interest in the Property or any portion thereof to a successor or assign, Declarant shall be released from any responsibility for any violation of the terms of this Instrument caused by Declarant's successors or assigns or any third party which occurs subsequent to such sale or transfer.

6. Recordation. Declarant shall record this Instrument in the Recorder's Office. Declarant shall pay all recording costs necessary to record this Instrument in the public records.

7. Notices. All notices, consents, approvals, or other communications required under the provisions of this Instrument shall be in writing and shall be deemed properly given if hand

delivered, sent by a nationally recognized overnight courier, or sent by United States certified mail, return receipt requested, addressed to the appropriate party or successor in interest, at the address most recently provided.

8. Access Provisions. The party or parties responsible for the implementation of the PCSM Plan may enter the Property upon reasonable notice, in a reasonable manner, and at reasonable times for purposes of implementation thereof.

9. Miscellaneous Provisions.

(a) Severability. If any provision of this Instrument or the application of it to any person or circumstance is found to be invalid, the remainder of the provisions of this Instrument and the application of the provisions to persons or circumstances other than those as to which it is found to be invalid shall not be affected by the invalid provision.

(b) Amendment. This Instrument shall not be amended, terminated or in any way modified by Declarant without the express prior written approval of the Department. After receiving approval from the Department, Declarant shall record any such amendment, termination or modification of this Instrument as described in Paragraph 6, above.

(c) Controlling Law. The interpretation and performance of this Instrument shall be governed by the laws of the Commonwealth of Pennsylvania.

(d) Captions. The captions in this Instrument have been inserted solely for convenience of reference and are not a part of this Instrument and shall have no effect upon construction or interpretation.

(e) Rights of the Department. The rights of the Department shall be preserved under the laws of the Commonwealth of Pennsylvania, and include, but not be limited to, the following:

- (i) To identify, to preserve and to protect in perpetuity the PCSM SCMs in a manner consistent with the PCSM Plan.
- (ii) To enter upon the Property in a reasonable manner and at reasonable intervals and times for the purpose of monitoring compliance with this Instrument.
- (iii) To proceed at law or in equity to enforce the provisions of this Instrument, and to prevent the occurrence of any of the prohibited activities set forth herein.
- (iv) To approve or disapprove a request for an amendment submitted under Paragraph 9(b), above.

(f) Rights of Township of Antrim. The rights of the Township shall be preserved under the laws of the Commonwealth of Pennsylvania, and include, but not be limited to the following:

(i) To proceed at law or in equity to enforce the provisions of this Instrument, and to prevent the occurrence of any of the prohibited activities set forth herein.

**[SIGNATURE PAGE FOLLOWS]**

IN WITNESS WHEREOF, Declarant has caused this Instrument to be executed on the day and year first above written.

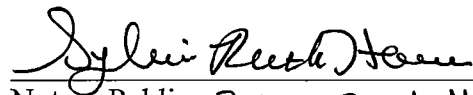
**DECLARANT:**  
TOWNSHIP OF ANTRIM  
a Pennsylvania Municipal Agency

By:   
Name:  
Title:

COMMONWEALTH OF PENNSYLVANIA )  
 ) SS:  
COUNTY OF Franklin )

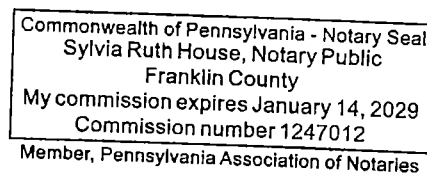
On this, the 25<sup>th</sup> day of November, 2025, before me, the undersigned officer, personally appeared Pat Heraty, who acknowledged to be the Member Chairman of TOWNSHIP OF ANTRIM, a Pennsylvania Municipal Agency, and as such officer, further acknowledged the authority to execute the foregoing instrument as the act and deed of such association for the purposes therein contained by signing the name of such association.

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

  
Notary Public Sylvia Ruth House

(SEAL)

My Commission expires: 1/14/2029



## **Appendix A**

### **PCSM Plan**

POST-CONSTRUCTION STORMWATER MANAGEMENT PLAN

FOR

11800 MOLLY PITCHER HIGHWAY SOUTH SITE

FOR

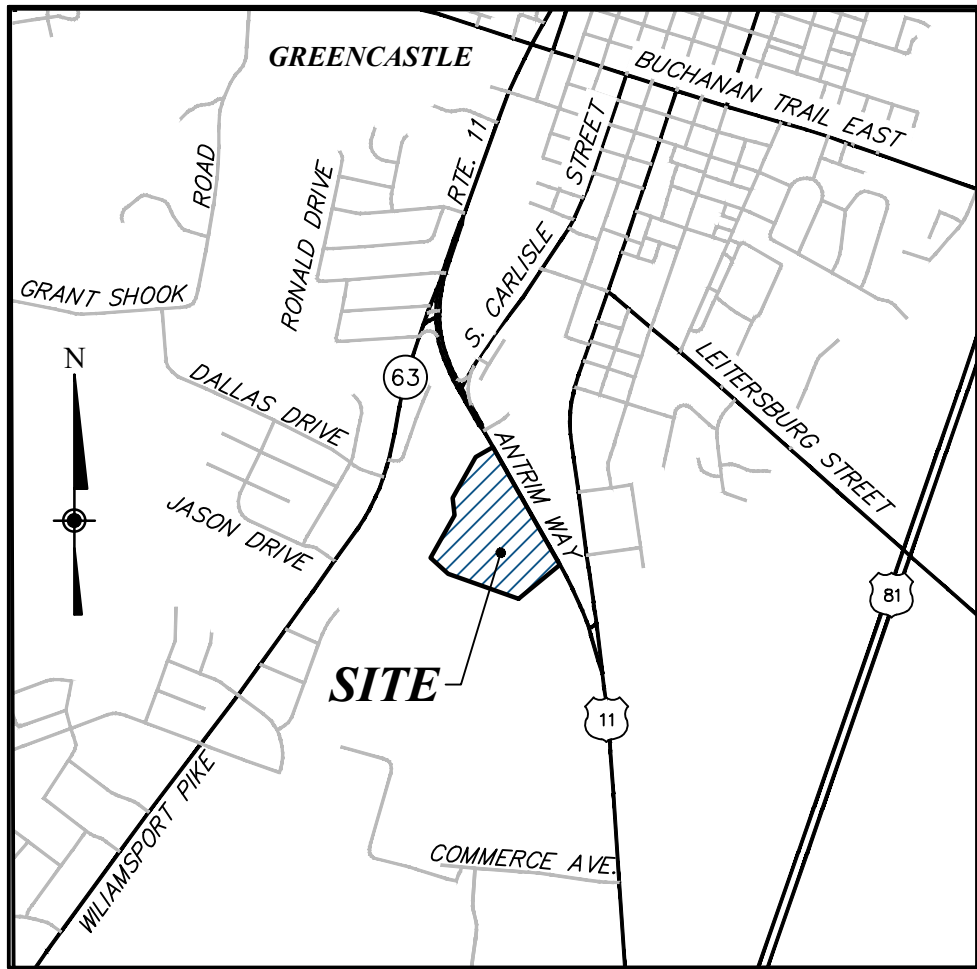
TOWNSHIP OF ANTRIM

ANTRIM TOWNSHIP, FRANKLIN COUNTY, PENNSYLVANIA

JULY 29, 2020

LAST REVISED: DECEMBER 1, 2022

OPI# 01-0A17-016



LOCATION MAP  
SCALE: 1"=2000'

INDEX OF DRAWINGS	
SHEET NO.	TITLE
CS 1.0	COVER SHEET
EX 2.1	EXISTING CONDITIONS PLAN
SW 11.1	POST-CONSTRUCTION STORMWATER MANAGEMENT PLAN
SW 12.1-12.2	POST-CONSTRUCTION STORMWATER MANAGEMENT DETAILS
5 TOTAL SHEETS	

OWNER/APPLICANT

ANTRIM TOWNSHIP BOARD OF SUPERVISORS  
10655 ANTRIM CHURCH ROAD  
GREENCASTLE, PA 17225

SITE ADDRESS:  
11800 MOLLY PITCHER HIGHWAY  
GREENCASTLE, PA 17225

TAX PARCEL NO:  
#01-0A17-016

LEGAL OWNERS

ANTRIM TOWNSHIP  
10655 ANTRIM CHURCH ROAD  
GREENCASTLE, PA 17225

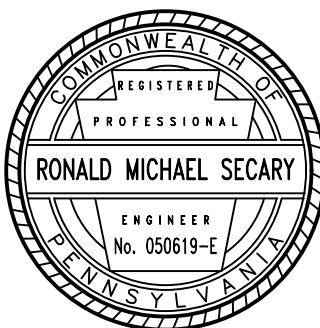
ATTN: MS. SYLVIA HOUSE  
(717) 597-3818

ENGINEER'S CERTIFICATE OF ACCURACY

I, RONALD M. SECARY, P.E., A REGISTERED PROFESSIONAL ENGINEER OF THE COMMONWEALTH OF PENNSYLVANIA, HERBY CERTIFY THAT, TO THE BEST OF MY KNOWLEDGE, THE PLAN IS ACCURATE AND CORRECT AS INDICATED.

12/01/22

RONALD M. SECARY, P.E. REG. NO. 050619-E



HARRISBURG OFFICE  
2000 LINGLESTOWN ROAD  
SUITE 304  
HARRISBURG, PA 17110

717.651.1010

www.snydersecary.com

YORK OFFICE  
227 W. MARKET STREET  
SUITE 104  
YORK, PA 17401

717.781.2929

ACT 287 UNDERGROUND UTILITY PROTECTION ACT

SNYDER SECARY & ASSOCIATES, LLC HEREBY STATES THAT, PURSUANT TO THE PROVISIONS OF ACT NO. 287 OF 1974, AS AMENDED BY ACT 160 OF 11/04/2016, OF THE PENNSYLVANIA LEGISLATURE, IT HAS PERFORMED THE FOLLOWING IN PREPARING THESE DRAWINGS REQUIRING EXCAVATION OR DEMOLITION WORK AT SITES WITHIN THE POLITICAL SUBDIVISION(S) SHOWN ON THE DRAWINGS:

- PURSUANT TO SECTION 4, CLAUSE (2) OF SAID ACT, SNYDER, SECARY & ASSOCIATES, LLC REQUESTED FROM EACH USER'S OFFICE DESIGNATED ON SUCH LIST PROVIDED BY THE ONE CALL SYSTEM NOTIFICATION, THE INFORMATION PRESCRIBED BY SECTION 2, CLAUSE (4) OF SAID ACT, NOT LESS THAN (10) NOR MORE THAN (90) WORKING DAYS BEFORE FINAL DESIGN IS TO BE COMPLETED.
- PURSUANT TO SECTION 4, CLAUSE (5) OF SAID ACT, SNYDER, SECARY & ASSOCIATES, LLC HAS MET THEIR OBLIGATIONS OF CLAUSE (2) BY CALLING THE ONE CALL SYSTEM SERVING THE LOCATION WHERE EXCAVATION IS TO BE PERFORMED.
- PURSUANT TO SECTION 4, CLAUSE (3) OF SAID ACT, SNYDER, SECARY & ASSOCIATES, LLC HAS SHOWN UPON THESE DRAWINGS "THE POSITION AND TYPE OF EACH LINE, AS DERIVED PURSUANT TO THE REQUEST MADE AS REQUIRED BY CLAUSE (2), THE SERIAL NUMBER PROVIDED BY THE ONE CALL SYSTEM, THE TOLL-FREE ONE CALL SYSTEM PHONE NUMBER, AND THE NAME OF THE USER, THE USER'S DESIGNATED OFFICE ADDRESS AND PHONE NUMBER AS SHOWN ON THE LIST REFERRED TO IN SECTION 4, CLAUSE (5) OF SAID ACT."

AND, SNYDER, SECARY & ASSOCIATES, LLC DOES NOT MAKE ANY REPRESENTATION, WARRANTY, ASSURANCE OR GUARANTEE THAT THE INFORMATION RECEIVED PURSUANT TO SAID REQUEST AND AS REFLECTED ON THESE DRAWINGS IS CORRECT OR ACCURATE, BUT SNYDER, SECARY & ASSOCIATES, LLC IS REFLECTING SAID INFORMATION ON THESE DRAWINGS ONLY DUE TO THE REQUIREMENTS OF THE SAID ACT NO. 160 OF 2016.

ONE CALL SYSTEM SERIAL NO. NOTIFICATION:

DATE: 10/17/2018

ONE CALL SYSTEM SERIAL NUMBER: #20182901335

CALL BEFORE YOU DIG  
PENNSYLVANIA LAW REQUIRES  
3 WORKING DAYS NOTICE FOR  
CONSTRUCTION PHASE AND 10 WORKING  
DAYS IN DESIGN STAGE - STOP CALL



LIST OF UTILITIES

COLUMBIA GAS OF PA, INC. BETHEL PARK  
251 W MAIDEN STREET  
WASHINGTON, PA 15301-4653  
GRACE BACHISM  
GBACHISM@NISOURCE.COM

COLUMBIA GAS TRANSMISSION LLC  
1700 MACCORKLE AVE SE 8TH FLOOR  
CHARLESTON, WV 25314  
MONITORING CENTER PERSONNEL

WINDSTREAM  
929 MARTHAS WAY  
HIAWATHA, IA 52233  
LOCATE DESK PERSONNEL  
LOCATE.DESK@WINDSTREAM.COM

ANTRIM TOWNSHIP  
13431 ANTRIM CHURCH ROAD  
P.O. BOX 130  
GREENCASTLE, PA 17225  
DOUG MCCULLOH

WEST PENN POWER  
C/O USIC  
9045 NORTH RIVER ROAD STE 300  
INDIANAPOLIS, IN 46240  
USIC LOCATING SERVICE PERSONNEL

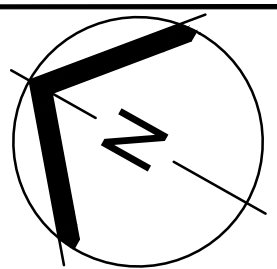
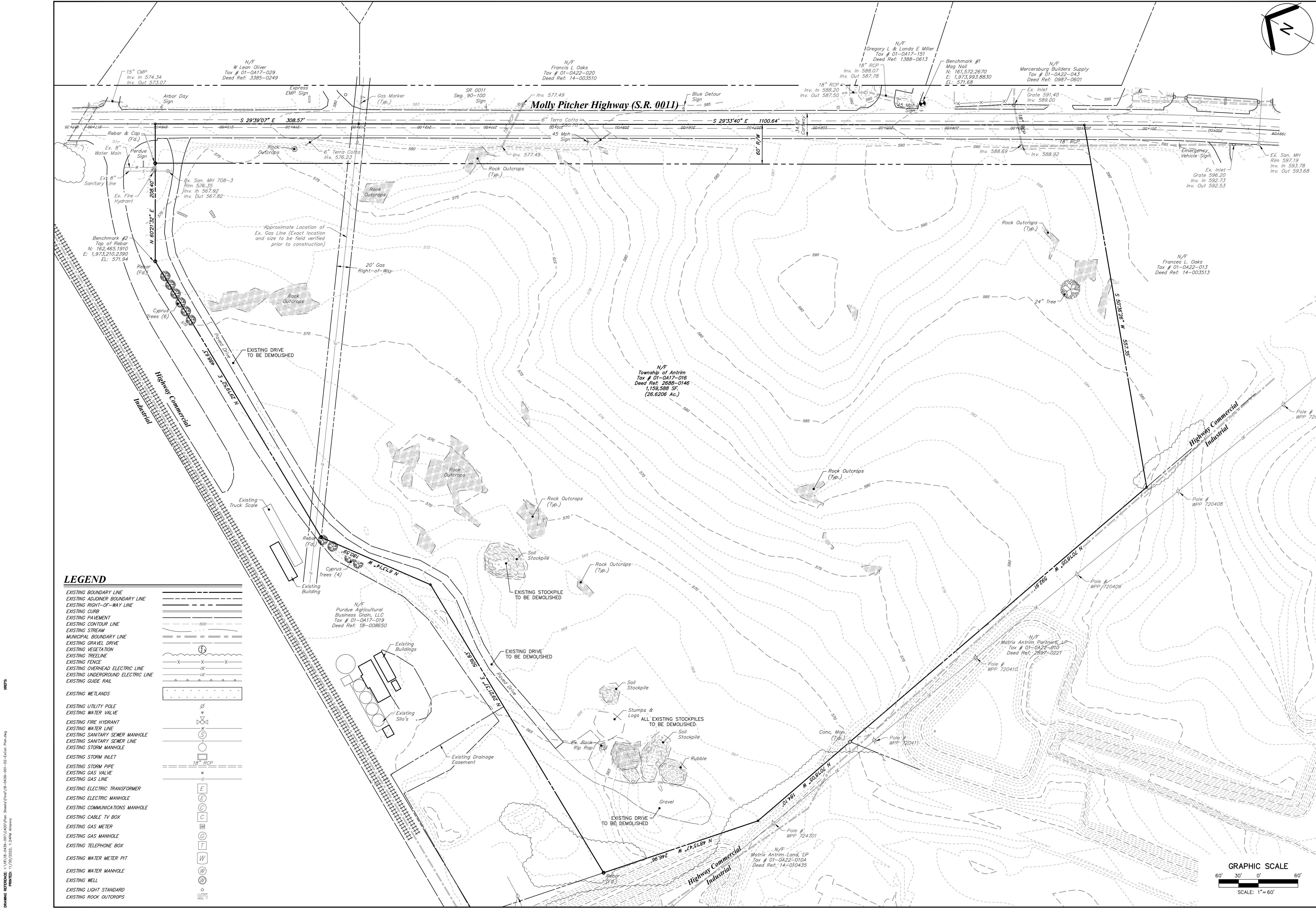
CENTURYLINK FORMERLY EMBARQ  
700 W MINERAL AVE  
GRID NO: UT00-D27.34  
LITTLETON, CO 80120  
GEORGE MCELVAIN  
GEORGE.MCELVAIN@CENTURYLINK.COM

GREENCASTLE BOROUGH  
60 N WASHINGTON ST  
GREENCASTLE, PA 17225  
BOB MANAHAN



DRAWING REFERENCE: E:\18-0439-001\18-0439-001-Sheet\18-0439-001-02-EX-01 Plan.dwg  
PRINTED: 11/20/2022, 1:24PM, Arizona

REFS:



PROJ. MGR. - RMS	
DESIGN - JJB	
CADD - CPK	
CHECKED - RMS	
AMH	THR
AMH	AMH
AMH	AMH
AMH	AMH
JJB	JJB
JJB	JJB
BY	REVISION
17	12/05/22
16	09/13/22
15	07/19/22
14	03/23/22
13	10/25/21
12	08/26/21
11	04/30/21
NO.	DATE
EXISTING CONDITIONS PLAN	
FOR	
11800 MOLLY PITCHER HIGHWAY SOUTH	
FOR	
TOWNSHIP OF ANTRIM	
ANTRIM TOWNSHIP, FRANKLIN COUNTY, PENNSYLVANIA	
Snyder Secary & Associates, LLC	
ENGINEERS • PLANNERS • DEVELOPMENT CONSULTANTS	
HARRISBURG OFFICE	
2000 INGLESTOWN ROAD	
HARRISBURG, PA 17110	
717.651.1010	
www.snydersecary.com	
717.761.2929	
PROJECT NO.	
18-0439-001	
DATE:	
03/26/2019	
SCALE:	
1" = 60'	
SHEET	
EX 2.1	











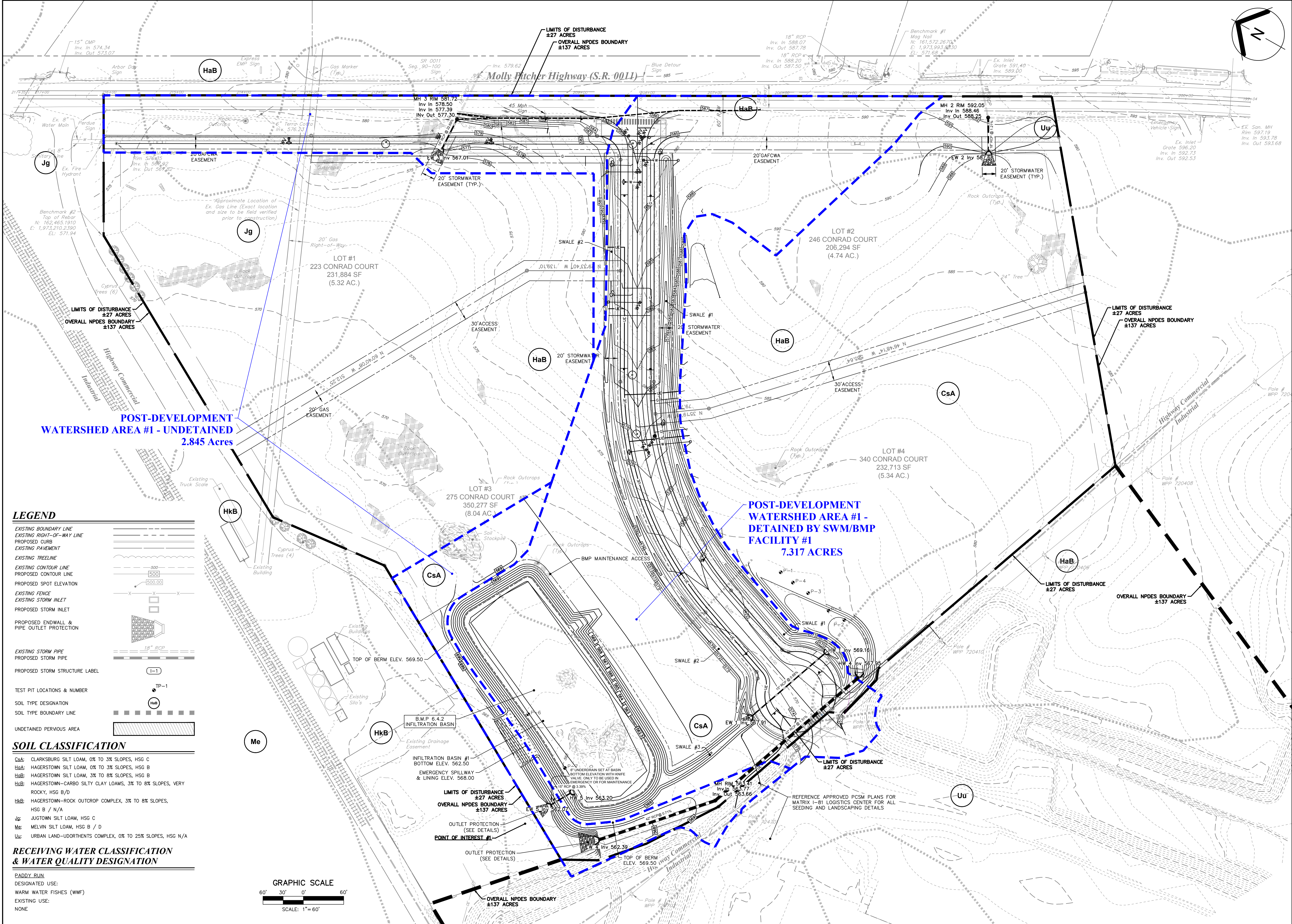


## **Appendix B**

### **As-Built Plan**



DRAWING REFERENCE: U:\Accounts\VPAL\VPAL22001 - Main\Antrim Land\_LPA\CAD\Plan Sheets\A\B\Bull18-0439-01\RETS-Bull18.dwg  
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LEGEND

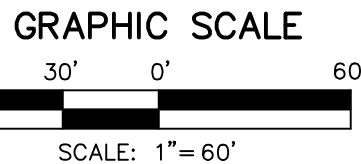
- EXISTING BOUNDARY LINE
- EXISTING RIGHT-OF-WAY LINE
- PROPOSED CURB
- EXISTING PAVEMENT
- EXISTING TREELINE
- EXISTING CONTOUR LINE
- PROPOSED CONTOUR LINE
- PROPOSED SPOT ELEVATION
- EXISTING FENCE
- EXISTING STORM INLET
- PROPOSED STORM INLET
- PROPOSED ENDWALL & PIPE OUTLET PROTECTION
- EXISTING STORM PIPE
- PROPOSED STORM PIPE
- PROPOSED STORM STRUCTURE LABEL
- TEST PIT LOCATIONS & NUMBER
- SOIL TYPE DESIGNATION
- SOIL TYPE BOUNDARY LINE
- UNDERTAINED PERVIOUS AREA

SOIL CLASSIFICATION

- CsA: CLARKSBURG SILT LOAM, 0% TO 3% SLOPES, HSG C
- HaB: HAGERSTOWN SILT LOAM, 0% TO 3% SLOPES, HSG B
- HkB: HAGERSTOWN SILT LOAM, 3% TO 8% SLOPES, HSG B
- HcB: HAGERSTOWN-CARBO SILTY CLAY LOAMS, 3% TO 8% SLOPES, VERY ROCKY, HSG B/D
- HdB: HAGERSTOWN-ROCK OUTCROP COMPLEX, 3% TO 8% SLOPES, HSG B / N/A
- Jg: JUGTOWN SILT LOAM, HSG C
- Me: MELVIN SILT LOAM, HSG B / D
- Uu: URBAN LAND-UDORTHENTS COMPLEX, 0% TO 25% SLOPES, HSG N/A

RECEIVING WATER CLASSIFICATION & WATER QUALITY DESIGNATION

- PADDY RUN
- DESIGNATED USE: WARM WATER FISHES (WWF)
- EXISTING USE: NONE



PROJ. MGR. -	AMH
DESIGN -	AMH
CADD -	CM
CHECKED -	AMH
BY	
NO.	
DATE	
REVISION	

PCSM RECORD SET  
FOR  
**11800 MOLLY PITCHER HIGHWAY SOUTH**  
FOR  
TOWNSHIP OF ANTRIM  
ANTRIM TOWNSHIP, FRANKLIN COUNTY, PENNSYLVANIA

**Snyder Secary & Associates, LLC**  
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PROJECT NO.  
18-0439-001

DATE: 11/7/2025  
SCALE: 1" = 60'

SHEET  
**AB 1.1**



