

9/19/2017

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2.0 acres 100' 150'

7,000 s.f. 70' 70'

Extensions for roof overhangs, enclosed or open porches, decks, bay windows, and detached garages, other accessory structures (e.g., shed, pool, patio, outdoor built-in barbecue, etc. shall be permitted in any yard/setback area, but no closer than 2' to any property line.

On the Open Space Plan, fences shall only be allowed to enclose the area contained between the rear property line and the principal structure.

- b. The street design for the Settlement Plans will comply with the following:
- Collector streets and minor streets are depicted on the Concept Plan.
 - The street minimum right-of-way width for collector streets is 60' and for minor streets is 50'.
 - The width of the paved travel surface ("cartway") for collector streets shall be a minimum of 24' wide and for minor streets shall be a minimum of 20' wide. Parking along streets with a 20' wide cartway shall be limited to shoulder parking only. Parking along streets with a 24' wide cartway shall be limited to shoulder parking only on one side of the street with parking on the cartway permitted on the other side of the street. Parking signage shall not be required.
- c. The Township shall permit the maximum length for cul-de-sac streets up to 3,500' from any other intersecting street. The minimum intersection angles and spacing, horizontal and vertical curve radii and tangent lengths shall be as depicted on the Concept Plan. The Township and the Developer agree that road intersection design shall be governed by the requirements of AASHTO geometric design criteria.
- d. Other than half-section dedication of 30' or full-section dedication of 60', the Township will not require additional right-of-way along Township or State roads for the Settlement Plans.
- e. The Township will permit access along Township roads in the approximate locations depicted on the Concept Plan.
- f. Developer acknowledges that all lots designated for Developer's residential uses shall be accessed from internal subdivision streets, and that no direct access to Township roads from lots will be permitted.
- g. Developer agrees to provide a 20' wide landscape buffer planted with evergreen trees 6'-8' in height at time of planting and spaced at 20' on center, on the rear of all double-frontage lots which abut Township roads.

9/19/2017

PrintDocument

- h. The Township shall permit the use of parhandle lots as designed and depicted on the Concept Plan.
- i. The Township shall waive the lot and block layout and length standards, general lot design standards, and frontage requirements for the Settlement Plan. The developer agrees that the lot designs will comply with the same provisions within section 7.a of this Settlement Agreement.
- j. At the Developer's discretion, any lot or open space parcel may include wetlands, stormwater management facilities, flood plain, utilities, pathways and buffers provided that easements protecting their presence are included in the final plat and referenced in the deed.
- k. Except as provided in Section 6.6 herein, road improvements are limited to the roads immediately adjacent to the property.
- l. The road section shall be open-section roadway with swales on both sides of the road to assist with groundwater infiltration. No curb and gutter is required. Additionally, the roadways do not require sidewalks or street lights.
- m. The Township grants developer permission to install utilities necessary for servicing the project within any Township roads. Developer shall restore roadways to their prior condition upon completion of the installation.
- n. Developer shall prepare and submit an updated traffic study based on current data obtained during school operations. The scope of the study will be determined by PennDOT; however, the Developer agrees to include the following intersections in the updated traffic study:
- i. Route 16 intersections with Tract, Orchard, and Steelman Marker
 - ii. Route 116 intersections with Tract
 - iii. Middle Creek and Pumping Station
 - iv. Tract and Wenschof and Crum
 - v. Tract and Pecher
 - vi. Tract and Pumping Station
 - vii. Tract and Orchard
 - viii. Tract and Boyle
 - ix. Boyle and Business 15
- o. The open space depicted on the Concept Plan is to be maintained by the homeowners association.
- p. The Water Feasibility Report and Sewage Planning Module submitted for the subdivision plans are sufficient for use for the approval of the preliminary/final subdivision plan.

9/19/2017

PrintDocument

- q. A sewage treatment facility will be permitted to be located along Flat Run on the property either as a temporary facility prior to the completion of a joint sewage treatment facility on Flat Run or as a permanent facility in the event a joint sewage treatment facility is not possible. In the event the Township updates its 537 Sewage Facilities Plan, these temporary and permanent sewage treatment facilities shall be indicated therein sufficient capacity to service the project. Spray irrigation of sewage effluent, shall be permitted subject to Pennsylvania Department of Environmental Protection ("DEP") regulations.
- r. The Open Space Plan will be developed in phases as provided for in Sections 6.4, 6.5 and 6.6 herein
- s. The project does not have forest conservation requirements or other buffer requirements not depicted on the Concept Plan attached hereto aside from those established by the U.S. Army Corps of Engineers and DEP.
- t. If necessary, a determination of the One Hundred (100) Year Flood Elevation within the Township's Flood Hazard District overlay via standard engineering practices, including but not limited to the use of TR-55, TR-20, Manning's equation and/or HEC-RAS shall be permitted for the Settlement Plans.
- u. All stormwater management facilities are to be maintained by the homeowners association, including facilities and buffers located on lots.
- v. Fire hydrants will be provided throughout all phases of the project, and new utility infrastructure will be placed underground (excluding relocated existing above ground utility lines). The fire hydrants will be owned, maintained and operated by the owner of the community water system.
- w. The Developer agrees that outside construction activities by the Developer or homebuilder shall be limited to the hours between 6:00 a.m. and 6:00 p.m. Except as hereinafter provided, no outside construction shall take place on Sundays or on the following seven public holidays (New Years Day, Easter, Labor Day, 4th of July, Memorial Day, Thanksgiving and Christmas). Construction activities within a house may be conducted at any time provided that the noise levels at the Intervenor and Adjoiner properties are reasonably low.
- x. The Developer agrees to provide street trees spaced at approximately one hundred (100') foot intervals along internal subdivision roads. Said street trees may be located within the lots at Developer's sole discretion.
- y. Parking facilities at the recreational facilities shall include landscaping and screening along the edge of the facility adjoining a street.

9/19/2017

PrintDocument

9. **Approvals by Township.** In the event any modifications or waivers are required for the Settlement Plans the Township will not unreasonably withhold any approval of modifications or waivers requested by the Developer.

10. **Compliance with Township Requirements.** Except as modified in this Settlement Agreement, the proposed uses, dimensional and design requirements, etc, represented for the Settlement Plans comply with all purposes, eligibility requirements, land use control and density requirements, site analysis, site design requirements, ownership, maintenance, and preservation of common open space, and development in stages requirements of the Township in order to develop the project as depicted on the Concept Plan.

11. **Cooperation from Township.** The Township will cooperate with the Developer in approving, acknowledging, and concurring with applications to other agencies, possibly including but not limited to the Developer's impacts to Wetlands/Waters of the U.S. and permits from the PaDEP and ACOE, the Developer's proposals for a central sewage collection and treatment facility outlined in Developer's Sewage Facility Planning Modules, the Developer's proposal for a groundwater (well) supplied water treatment and distribution systems, erosion & sediment control plan approvals from Adams County SCS, connections to State roads, etc. all as depicted on Exhibit "B" attached hereto.

12. **Court Order.** The parties agree that the respective rights and obligations under the within Settlement Agreement are further conditioned upon the Court of Common Pleas entering the Order for disposition of the pending Appeal docketed to Docket No. 04-S-399 (herein the "Appeal") consistent with the terms of the within Settlement Agreement.

13. **Costs of Litigation.** Each party hereto agrees to be responsible for its own attorneys' fees, expenses and costs of suit.

14. **Mutual Releases.** Pending compliance with this Settlement Agreement, the parties hereto, for themselves, their officers, directors, shareholders, partners, attorneys, insurers, employees, agents, representatives, heirs, executors, administrators, successors and assigns, jointly or severally, do hereby compromise, settle and resolve fully and finally and do hereby remise, release, acquit, quit claim and forever discharge the other parties hereto and their attorneys, insurers, employees, agents, representatives, heirs, executors, administrators, successors and assigns, of and from all actions, causes of action, suits, claims, demands, losses or damages of whatsoever kind, in law or in equity, vested or contingent, known or unknown, which they have, may have had or may yet have, arising out of the denial of the Liberty Valley PRD, any claims raised or which could have been raised, or which relate in any way to the subject matter of the denial of the Liberty Valley PRD, and any and all claims which the parties may have arising out of, or in any way related to, the denial of the Liberty Valley PRD from the beginning of time until the date of this Settlement Agreement.

15. **Other Documents.** The parties hereto agree to execute any and all documents or papers reasonably necessary to carry out and to effectuate the terms and conditions of this Settlement Agreement upon the request of the other party.

9/19/2017

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16. **Governing Law.** This Settlement Agreement shall be governed by the laws of the Commonwealth of Pennsylvania.

17. **No Admission.** The parties hereto acknowledge that this settlement is the compromise of disputed claims and that the execution of this Agreement and the performance of the acts required herein shall not constitute an admission of liability by any party to any other party.

18. **Counterparts.** This Agreement may be executed in counterparts, each of which shall constitute an original hereof. When such executed counterparts have been exchanged by facsimile this Agreement shall be considered binding and in full force and effect. Thereafter, the parties shall exchange original signed counterparts.

19. **Interpretation.** This Agreement represents the entire agreement of the parties and shall not be modified or amended except in writing signed by the parties hereto.

20. **Opportunity to Review and Consult Counsel.** The parties hereto represent and acknowledge that they have read the terms and conditions of this Settlement Agreement, have reviewed those terms and conditions carefully and have had the opportunity to consult with counsel prior to the execution of this Agreement.

21. **Assigns.** This Settlement Agreement shall be binding upon, and inure to the benefit of, the respective legal representatives, heirs, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals, individually or by duly authorized corporate representatives, the day and year first above written.


Attest

By: *Michelle E. Grimes-Jaccino*
Name: Michelle E Grimes-Jaccino
Title: Property + Corporation Manager

Attest

By: _____
Name:
Title:

LIBERTY DEVELOPMENT COMPANY,
LLC

By: 
Name: Edward E. Wormald
Title: General Manager

BOARD OF SUPERVISORS OF LIBERTY
TOWNSHIP

By: _____
Name:
Title:

9/19/2017

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Attest

By: *Michelle E. Thomas*
Name: Michelle E. Thomas
Title: Property + Corporation Manager

Attest

By: *Leetisha L. Fishkin*
Name: LEETISHA L. FISHKIN
Title: SECRETARY

LIBERTY DEVELOPMENT COMPANY, LLC

By: *[Signature]*
Name: Edward E. Wormald
Title: General Manager

BOARD OF SUPERVISORS OF LIBERTY TOWNSHIP

By: *Peter F. Foscato*
Name: PETER F. FOSCATO
Title: LIBERTY TOWNSHIP CHAIRMAN, BOARD OF SUPERVISORS

9/19/2017

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Nancy L. Wenschhof
Witness

By: John M Tomko
Name: John Tomko

Nancy L. Wenschhof
Witness

By: Charlene Tomko
Name: Charlene Tomko

Nancy L. Wenschhof
Witness

By: Joseph Macharsky
Name: Joseph Macharsky

Nancy L. Wenschhof
Witness

By: Kellie Macharsky
Name: Kellie Macharsky

[Signature]
Witness

By: Clyde Wenschhof, Jr.
Name: Clyde Wenschhof, Jr.

[Signature]
Witness

By: Nancy Wenschhof
Name: Nancy Wenschhof

Attest

RUPPERT FARM LIMITED
PARTNERSHIP

By: William H. Ruppert
Name: William H. Ruppert
Title: General Partner/President

By: Elizabeth Ann Ruppert
Name: Elizabeth Ann Ruppert
Title: General Partner

Nancy L. Wenschhof
Witness

By: George P. Kramer
Name: George P. Kramer

9/19/2017

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Nancy L. Wenschhof
Witness

By: [Signature]
Name: Richard Swiat

Nancy L. Wenschhof
Witness

By: [Signature]
Name: Susan Swiat

Nancy L. Wenschhof
Witness

By: [Signature]
Name: Geoffrey Ruppert

Nancy L. Wenschhof
Witness

By: [Signature]
Name: Barbara Ruppert

Nancy L. Wenschhof
Witness

By: [Signature]
Name: George F. Kramer

Nancy L. Wenschhof
Witness

By: [Signature]
Name: Karen Kramer

Nancy L. Wenschhof
Witness

By: [Signature]
Name: Linda Knox

Attest

By: [Signature]
Name: JAMES B. TRISK
Title: Vice President

MID-ATLANTIC SOARING
ASSOCIATION, INC.

By: [Signature]
Name: Robert D. Jackson
Title: President ex officio

9/19/2017

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Nancy L. Wenschhof
Witness

By: John L. Milton
Name: John L. Milton

Nancy L. Wenschhof
Witness

By: Faith G. Milton
Name: Faith G. Milton

Nancy L. Wenschhof
Witness

By: Gene E. Valentine
Name: Gene E. Valentine

Nancy L. Wenschhof
Witness

By: Catherine M. Valentine
Name: Catherine M. Valentine

Nancy L. Wenschhof
Witness

By: Robert L. Troxell
Name: Robert L. Troxell

Nancy L. Wenschhof
Witness

By: Patricia J. Troxell
Name: Patricia J. Troxell

Nancy L. Wenschhof
Witness

By: Robert D. Jackson
Name: Robert D. Jackson

Nancy L. Wenschhof
Witness

By: Joan B. Jackson
Name: Joan B. Jackson

Nancy L. Wenschhof
Witness

By: Jean M. Thornton
Name: Jean M. Thornton

9/19/2017

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Nancy L. Wenschof
Witness

By: Stanley F. Thornton
Name: Stanley F. Thornton

Nancy L. Wenschof
Witness

By: Phyllis A. Nagy
Name: Phyllis A. Nagy

Nancy L. Wenschof
Witness

By: Kenneth G. Phillips
Name: Kenneth G. Phillips

Nancy L. Wenschof
Witness

By: Jane Phillips
Name: Jane Phillips

Thor T. Markwood
Witness

By: Thor T. Markwood
Name: Thor T. Markwood

Fiona M. Markwood
Witness

By: Fiona M. Markwood
Name: Fiona M. Markwood

9/19/2017

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SCHEDULE "I"**Glossary of Terms**

Adjoiners	John L. Milton, Faith G. Milton, Gene E. Valentine, Catherine M. Valentine, Robert L. Troxell, Patricia J. Troxell, Robert D. Jackson, Joan B. Jackson, Jean M. Thornton, Stanley F. Thornton, Phyllis A. Nagy, Kenneth G. Phillips, Jane Phillips, Thor T. Markwood, and Fiona M. Markwood
Appeal	Notice of Appeal of the Decision and ensuing matter docketed in the Adams County Court of Common Pleas at No. 04-S-399
Concept Plan	A plan approved by the parties as part of the settlement agreement, with which the Settlement Plans shall be consistent (incorporated into this Settlement Agreement as Exhibit 'B')
Court	The Court of Common Pleas of Adams County
Decision	Written Decision dated March 16, 2004 denying tentative approval of the Liberty Valley PRD
Developer	Liberty Development Company, LLC
Existing Wells	Well sites located on properties owned by Intervenor and Adjoiners as of the date of this Settlement Agreement
Intervenor	John Tomko, Charlene Tomko, Joseph Macharsky, Kellie Macharsky, Clyde Wenschhof, Jr., Nancy Wenschhof, Ruppert Farm Limited Partnership, George P. Kramer, Richard Swiat, Susan Swiat, Geoffrey Ruppert, Barbara Ruppert, George F. Kramer, Karen Kramer, Linda Knox, and the Mid-Atlantic Soaring Association, Inc.
Liberty Estates Plan	Portion of pending Preliminary Plan for Liberty Estates that is not part of the land to be conveyed back to Fred and Judy Crum, and which will be replaced as part of the Settlement Plan for the entire project by Developer and will establish 70 residential lots and negotiated open space areas, identified in §5.3 of this Settlement Agreement
Liberty Valley PRD	Developer's Proposed Planned Residential Development for portions of the Property commonly referred to as Liberty Valley
Major Change	Plan change that would require a review and approval by the Major Change Committee prior to review by the applicable reviewing agencies. This term is more fully described in §6.9 of this Settlement Agreement
Major Change Committee	Committee consisting of 3 members and which will review any proposed major change

9/19/2017

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Minor Change	Plan change that may be reviewed by the applicable reviewing agencies without prior approval of the Major Change Committee. This term is more fully described in §6.9 of this Settlement Agreement
NID	Neighborhood Improvement District, a permissible special taxing district by which portions of the Project may be financed
Open Space Plan	Portion of previously proposed Liberty Valley PRD that will be developed as part of the Settlement Plan, as identified in §5.2 of this Settlement Agreement, for 499 residential lots and negotiated open space areas.
Order	Stipulation and Order incorporated into this Settlement Agreement as Exhibit A
Parties	Developer, Township, Intervenor and Adjoiners (as defined herein)
Pending Plans	Collectively referring to the Preliminary Plans for Liberty Estates, Liberty Meadows, Liberty Vistas, Liberty Homestead, and Liberty View.
Project	The development activities collectively to be undertaken on the Developer's Property as described in this Settlement Agreement.
Property	Property owned by Developer as of the date of this Settlement Agreement and on which Developer proposes to develop residential housing, except a certain 30.9 acre tract identified as Tract Number three (3) on the Minor Subdivision Plan recorded in the Office of the Adams County Recorder of Deeds at Book 4863, page 239 to be conveyed back to Fred and Judy Crum.
Record Plan	The plan for certain initial phase(s) included with the Settlement Plan, or a stand-alone document for subsequent phases, both of which are to be in an archival form for recordation in the Land Records subsequent to the Township's approval of the Combined Preliminary/Final Plan, which outlines and provides metes and bounds, areas, and other technical land surveying data for the Project's boundaries, streets, lots, open space parcels, etc.
Settlement Plans	Open Space Plan and Liberty Estates Plan, collectively. The technical documents for these Plans (i.e. plans, computations, reports, specifications, etc. consistent with the Concept Plan) will be submitted to the Township and other review and approval authorities as described in this Settlement Agreement
Township	Liberty Township, Adams County, Pennsylvania

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9/19/2017

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**EXHIBIT "A"
FORM OF STIPULATION AND ORDER**

LIBERTY DEVELOPMENT
COMPANY, LLC,
Appellant

v.

BOARD OF SUPERVISORS OF
LIBERTY TOWNSHIP,
Appellee

v.

JOHN AND CHARLENE
TOMKO, et al.,
Intervenors

THE COURT OF COMMON PLEAS
ADAMS COUNTY, PENNSYLVANIA

CIVIL ACTION - LAW

LAND USE APPEAL

NO. 04-S-399

JOINT STIPULATION OF COUNSEL

AND NOW, this ____ day of _____, 2007, comes the Appellant, Liberty Development Company, LLC, by its attorneys, Mette, Evans & Woodside, the Board of Supervisors of Liberty Township, by and through its attorney, Walton V. Davis, Esquire, and the Intervenors and Adjoiners, by and through their attorneys, Reager & Adler, and make their joint stipulation and agreement for an Order of Court, as follows:

1. The Appellant, Appellee, Intervenors and Adjoiners have entered into a Settlement Agreement, dated as of September 15, 2007, (the "Settlement Agreement") wherein the parties thereto have agreed, *inter alia*, to settle the above-captioned land use appeal upon the terms and conditions of the Settlement Agreement and upon entry of an Order of Court approving the terms of the Settlement Agreement. A true and correct copy of the Settlement Agreement has been filed with the Court herewith.

9/19/2017

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2. Pursuant to the terms of the Settlement Agreement, counsel for the parties thereto have made this Joint Stipulation and hereby present to the Court an Order approving the Settlement Agreement providing for continuance of this matter pending compliance with the Settlement Agreement and providing for dismissal of the Appeal with prejudice upon compliance and satisfaction of the terms and conditions of the Settlement Agreement. A copy of the proposed stipulated Order of Court is attached hereto.

WHEREFORE, the parties in the above-captioned action respectfully request this Honorable Court to issue the Order of Court adopting the terms of the Settlement Agreement attached hereto.

METTE, EVANS & WOODSIDE

BY:

Walton V. Davis, Esquire
Sup. Ct. I.D. No. _____
63 West high Street
Gettysburg, PA 17325
Solicitor for Liberty Township

BY:

Charles B. Zwally, Esquire
Sup. Ct. I.D. No. 07137
3401 North Front Street
P. O. Box 5950
Harrisburg, PA 17110-0950
(717) 232-5000
Attorneys for Liberty Development
Company, LLC

REAGER & ADLER

BY:

Susan J. Smith, Esquire
Sup. Ct. I.D. No. 62531
2331 Market Street
Camp Hill, PA 17011-7366
Attorneys for Intervenors and Adjoiners

