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SETTLEMENT AGREEMENT

This Settlement Agreement, dated as of the 15th day of September, 2007, by and between LIBERTY DEVELOPMENT COMPANY, LLC, a Maryland limited liability company, with an address of 5283 Corporate Drive, Suite 300, Frederick, Maryland 21703 (herein the "Developer"), THE BOARD OF SUPERVISORS OF LIBERTY TOWNSHIP, a municipal corporation of the Commonwealth of Pennsylvania, with an address of 39 Topper Road, Fairfield, Pennsylvania 17320 (herein the "Township"), JOHN TOMKO and CHARLENE TOMKO, adult individuals, with an address of 1981 Tract Road, Fairfield, Pennsylvania 17320, JOSEPH MACHARSKY and KELLIE MACHARSKY, adult individuals, with an address of 1605 Tract Road, Fairfield, Pennsylvania 17320, CLYDE WENSCHHOF, JR. and NANCY WENSCHHOF, adult individuals, with an address of 165 Crum Road, Fairfield, Pennsylvania 17320, RUPPERT FARM LIMITED PARTNERSHIP, a Pennsylvania limited partnership, with an address of 489 Crum Road, Fairfield, Pennsylvania 17320, GEORGE P. KRAMER, an adult individual, with an address of 2324 Tract Road, Fairfield, Pennsylvania 17320, RICHARD SWIAT and SUSAN SWIAT, adult individuals, with an address of 385 Wenschhoff Road, Fairfield, Pennsylvania 17320, GEOFFREY RUPPERT and BARBARA RUPPERT, adult individuals, with an address of 271 Crum Road, Fairfield, Pennsylvania 17320, GEORGE F. KRAMER and KAREN KRAMER, adult individuals, with an address of 1996 Tract Road, Fairfield, Pennsylvania 17320, LINDA KNOX, an adult individual, with an address of 2473 Tract Road, Fairfield, Pennsylvania 17320 and MID-ATLANTIC SOARING ASSOCIATION, INC., a Maryland non-profit corporation, with an address of 154 Pecher Road, Fairfield, Pennsylvania 17320, (herein collectively the "Intervenors") and JOHN L. MILTON and FAITH G. MILTON, adult individuals, with an address of 2113 Tract Road, Fairfield, Pennsylvania 17320, GENE E. VALENTINE and CATHERINE M. VALENTINE, adult individuals, with an address of 103 Crum Road, Fairfield, Pennsylvania 17320, ROBERT L. TROXELL and PATRICIA J. TROXELL, adult individuals, with an address of 251 Crum Road, Fairfield, Pennsylvania 17320, ROBERT D. JACKSON and JOAN B. JACKSON, adult individuals, with an address of 931 Pecher Road, Fairfield, Pennsylvania 17320, JEAN M. THORNTON and STANLEY F. THORNTON, adult individuals, with an address of 761 Water Street, Fairfield, Pennsylvania 17320, PHYLLIS A. NAGY, an adult individual, with an address of 480 Crum Road, Fairfield, Pennsylvania 17320, KENNETH G. PHILLIPS and JANE PHILLIPS, with an address of 2370 Tract Road, Fairfield, Pennsylvania 17320, and THOR T. MARKWOOD and FIONA M. MARKWOOD, adult individuals, with an address of 450 Pecher Road, Fairfield, Pennsylvania 17320 (herein collectively the "Adjoiners") (the Developer, Township, Intervenors and Adjoiners are collectively referred to as the parties herein).

WITNESSETH

WHEREAS, the Developer owns certain real estate located within the Township (the "Property") on which it proposes to develop residential housing; and

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WHEREAS, the Developer filed an application with the Township on September 29, 2003 requesting that the Township grant tentative approval of a proposed planned residential development known as Liberty Valley (herein the "Liberty Valley PRD") proposed for portions of the Property; and

WHEREAS, on March 16, 2004, the Township acted to deny tentative approval of the Liberty Valley PRD pursuant to a written decision (herein the "Decision"); and

WHEREAS, the Decision was appealed by the Developer by the filing of a notice of appeal in the Court of Common Pleas of Adams County, Pennsylvania, at docket No. 04-S-399, which appeal remains pending (the "Appeal"); and

WHEREAS, the Intervcnors filed a joint Petition to Intervene in the Appeal in the Court of Common Pleas of Adams County and the Court, by Order dated June 22, 2004, granted permission to the Intervcnors to intervene in the Appeal; and

WHEREAS, this Settlement Agreement proposes the inclusion of portions of the Property not included in the Liberty Valley PRD but for which the Developer filed subdivision plans with the Township for approval and which adjoin properties owned by the Adjoiners; and

WHEREAS, the parties hereto have agreed that the Adjoiners are to be permitted to intervene in the Appeal upon the condition that they enter into this Settlement Agreement. Within five (5) days of the full execution of this Settlement Agreement the parties agree to file a Joint Petition to Intervene requesting that the Court grant permission to the Adjoiners to intervene in the Appeal; and

WHEREAS, the parties hereto have reached an agreement concerning settlement of the Appeal, the terms of which are set forth herein, and to accomplish the complete and total settlement of any and all claims which any party hereto may have against the other relating to the Liberty Valley PRD, except as reserved herein, and the Appeal; and

WHEREAS, attached hereto and made a part hereof marked Schedule I, is a Glossary containing definitions of certain defined terms used in this Settlement Agreement which definitions shall apply unless the context clearly indicates otherwise.

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

1. **Court Approval.** Within five (5) days of the full execution hereof, the parties shall file with the Court of Common Pleas of Adams County (the "Court"): (i) a true and correct copy of this Settlement Agreement; (ii) the Stipulation and Order substantially in the form attached hereto as Exhibit "A" (the "Order"); and (iii) the joint Petition to Intervene. The Settlement set forth herein shall be effective upon approval of this Settlement Agreement and entry of the Order by the Court.

2. **Pending Appeal.** Upon approval of this Settlement Agreement and entry of the Order by the Court, the Developer shall amend its Notice of Appeal to withdraw any and all

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claims of bias raised in the Appeal against the Township and any individual member of the Board of Supervisors of the Township. Pursuant to the Order, all other proceedings with respect to the Appeal shall be continued pending compliance with this Settlement Agreement and subject to the Court's continued jurisdiction.

3. **Intervenors and Adjoiners.** By execution of this Settlement Agreement the Intervenors and Adjoiners agree that they shall only be permitted to object to any application or submission made by Developer pursuant to this Settlement Agreement insofar as the application or submission is inconsistent with this Settlement Agreement, including the Concept Plan as described in Section 4. The Intervenors and Adjoiners agree that they will not appeal or permit to be appealed any approvals, including approvals of the Settlement Plans as described in Section 4 herein, provided the approved plans are consistent with this Settlement Agreement, including the Concept Plan as described in Section 4.

4. **The Concept Plan.** A Concept Plan, approved by the parties as part of the Settlement Agreement, is attached hereto and marked Exhibit "B." The Settlement Plans, described in Paragraph 5, shall be consistent with the Concept Plan.

5. **The Settlement Plans.**

5.1. The Developer shall prepare and file and the Township shall take action, as provided below, on the plans hereinafter described as the "Open Space Plan" and the "Liberty Estates Plan" (herein collectively, the "Settlement Plans"). Given the size and complexity of developing and marketing the project the Settlement Plans are proposed to be developed in phases. The Settlement Plans shall be reviewed as preliminary plans for all phases of the Open Space Plan and the Liberty Estates Plan concurrently with final plans for certain phases filed with the preliminary plans by the Developer pursuant to an approved phasing schedule as discussed in Sections 5.4 and 5.5. The preliminary plans and final plans, filed concurrently as preliminary/final plans, for the Settlement Plans will not need separate review processes and can be filed together as preliminary/final plans to undergo one review process with the exception of final plans to be subsequently filed for later phases pursuant to the approved phasing schedule. The Settlement Plans shall be consistent with the Concept Plan.

5.2. **Open Space Plan.** As discussed in Section 5.1, the Developer shall prepare and file and the Township shall take action on a preliminary plan for all phases and final plans for certain phases filed by the Developer pursuant to the approved phasing schedule (to be filed together as preliminary/final plans) for, *inter alia*, portions of the Property previously proposed for the Liberty Valley PRD, establishing four hundred and ninety-nine (499) residential lots and the negotiated open space areas (herein the "Open Space Plan"). The Open Space Plan shall be subject to the following terms and conditions:

- (a) The following "agricultural area" disclaimer notice will be included on the final Open Space Plan approved as part of this Settlement Agreement and in the initial deeds for lots conveyed by the Developer or its successor:

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Agricultural Nuisance Disclaimer - All lands within the development are located within an area where land is used for agricultural production. Owners, residents and other users of this property may be subjected to inconvenience, discomfort and the possibility of injury to property and health arising from normal and accepted agricultural practices and operations including but not limited to noise, odors, dust, the operation of machinery of any kind including aircraft, the storage and disposal of manure, the application of fertilizers, soil amendments, herbicides and pesticides. Owners, occupants and users of this property should be prepared to accept such inconveniences, discomfort and possibility of injury from normal agricultural operations, and are hereby put on official notice that Section 4 of the Pennsylvania Act 133 of 1982 "The Right to Farm Law" may bar them from obtaining a legal judgment against such normal agricultural operations.

- (b) The following "airport area" disclaimer notice will be included on the final Open Space Plan approved as part of this Settlement Agreement and in the initial deeds for lots conveyed by the Developer:

Lots from this development will be conveyed with the understanding that there is a public use small aircraft and glider airport located immediately adjacent or in close proximity to portions of the property. The Airport is located at 154 Pecher Road in Fairfield, PA, and is designated in Federal Aviation Administration records as W73. Departures and arrivals may cross over substantial portions of the development.

Lots are sold subject to an Airport Area Disclaimer and lot owners, by acceptance of a deed, agree to covenant and agree for themselves and their heirs, assigns and successors in interest, to accept the flight operations of the Airport, including reasonable future expansion of the Airport and activities related thereto and change of ownership of the Airport, and not take or participate in any action adverse to the lawful flight operations of the Airport as disclosed herein.

- (c) Storm water plans and designs will adhere to the standards of the Monocacy River Watershed Plan adopted by the Township as Ordinance No. 07-2005.
- (d) The uses numbered 1, 2, 3, 4, 9, 11, and 21 in the "A-R - Agriculture Rural District Uses" table, found on pages 2-9 and 2-10 of the Liberty Township Zoning Ordinance, dated June 7, 2005, shall be the uses allowed on land within permanently preserved area within the final Open Space Plan. Developer may construct one clubhouse, which will be operated by the homeowners association for the benefit of its members and their families and guests. The clubhouse, if

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constructed, will be in the general location as depicted on the Concept Plan. Notwithstanding the forgoing, pathways, recreational amenities, spray irrigation of sewage effluent and parkland oriented amenities shall be permitted uses.

- (e) The Developer has agreed to provide certain buffers, landscaped buffers and fencing on the Settlement Plans as more particularly identified on the chart in the Concept Plan.

5.3. **Liberty Estates Plan.** As discussed in Section 5.1, the Township shall also take action on the pending Preliminary Plan for Liberty Estates, which shall be revised to be consistent with the Concept Plan and refiled by the Developer and reviewed by the Township as a preliminary plan for all phases and final plans for certain phases filed by the Developer pursuant to the approved phasing schedule (to be filed together as preliminary/final plans), establishing seventy (70) residential lots (herein the "Liberty Estates Plan"). A copy of the pending Liberty Estates Plan is attached hereto as Exhibit "C" and made a part hereof. The Liberty Estates Plan shall be subject to the following agreed upon terms and conditions:

- (a) Storm water plans and designs will adhere to the standards of the Monocacy River Watershed Plan adopted by the Township as Ordinance No. 07-2005.
- (b) The Developer shall install, at its cost, a playground on an open space area in the Liberty Estates Plan.
- (c) As part of the settlement and subject to final unappealed approval of the Liberty Estates Plan, Lot 24 of the Liberty Estates Plan as platted unimproved property will be donated to the Township for municipal purposes provided that a six (6') foot tall evergreen landscape hedge similar to those shown on the Concept Plan shall be provided at the Township's cost on the three sides of the lot facing the Liberty Estates lots and roads at the time the lot is improved by the Township.
- (d) The "agricultural area" and "airport area" disclaimer notices set forth in Section 5.2(a) and (b) herein shall be included on the final Liberty Estates Plan approved as part of this Settlement Agreement and in the initial deeds for lots conveyed by the Developer or its successor.

6. **Procedures.**

6.1. The Developer shall prepare and file with the Township the Open Space Plan in accordance with the provisions hereof within one hundred and eighty (180) days following entry of the Order by the Court. The time period for filing the Open Space Plan may be extended by Developer if additional time is necessary for preparation of the Open Space Plan. The Township shall not hold a public hearing on the Open Space Plan; the review of the Open Space Plan by the Township shall be conducted in public sessions, including an opportunity for the public to offer comment and/or make inquiry, held by the Liberty Township Planning Commission and by the Township's Board of Supervisors, as applicable, as required by law and pursuant to the customary practices of the Township. The Township shall complete its review and shall take action on the Open Space Plan and the Liberty Estates Plan within the time

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required under the Pennsylvania Municipalities Planning Code 53 P.S. § 10101, *et seq.* (the "MPC"), subject to extensions that may be granted by the Developer pursuant to the provisions thereof. The Township agrees that it shall not unreasonably withhold approval of any extensions of time granted by the Developer under the MPC to take action on the Settlement Plans.

6.2. On January 3, 2006, the Township tabled the Preliminary Plan for Liberty Meadows, the Preliminary Plan for Liberty Vistas, the Preliminary Plan for Liberty Homestead and the Preliminary Plan for Liberty View (herein the "Pending Plans") and agreed not to take any action on the Pending Plans until such time that the Developer requests that the Township take action on the Pending Plans. In conjunction with the tabling of the Pending Plans the Developer granted an extension of time for the Township to take action on the Pending Plans under Section 10508 of the MPC until such time that the Developer requests that the Township take action on the Pending Plans. Upon the approval and recording of final unappealed preliminary plans for the Settlement Plans and the approval and recording of unappealed final plans for the initial phases of the Settlement Plans that were submitted for review with the preliminary plans, and compliance by the parties with the other terms and conditions hereof, the Developer shall withdraw the Pending Plans.

6.3. Intentionally omitted.

6.4. Section 10508(4)(ii) of the MPC provides that following approval of the plans no subsequent change or amendment in the zoning, subdivision or other governing ordinance or plan shall be applied to affect adversely the right of the Developer to commence and complete any aspect of the approved development in accordance with the terms of such approval within five (5) years from such approval. Section 10508(4)(iv) of the MPC provides that where the Developer has substantially completed the required improvements as depicted upon the final plans within the five (5) year period no change of municipal ordinance or plan enacted subsequent to the date of filing of the preliminary plan shall modify or revoke any aspect of the approved final plans. Section 10508(4)(iv) provides that the Township has the power to extend the five (5) year period. The parties agree that the five (5) year period provided for under Section 10508(4) shall be extended to fifteen (15) years. The Developer shall have fifteen (15) years to substantially complete the required improvements. During the fifteen (15) year period no subsequent change or amendment in the zoning, subdivision or other governing ordinance or plan shall be applied to adversely affect the Developer's right to complete any aspect of the approved development within the fifteen (15) year period. Provided the Developer has substantially completed the required improvements within the fifteen (15) year period no change of municipal ordinance or plan enacted subsequent to the date of filing of the preliminary plan shall modify or revoke any aspect of the approved final plans.

6.5. Section 10508(4)(vi) of the MPC provides that the Township can approve phases in a residential subdivision that contain less than twenty-five (25%) percent of the total number of dwelling units depicted on the preliminary plan. Accordingly, the Developer has proposed a phasing schedule for the development of the Open Space Plan and the Township has approved the specific percentages for each phase of the Open Space Plan which contains less

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than twenty-five (25%) percent of the total number of dwelling units depicted on the preliminary plan. A copy of the phasing schedule is attached hereto as Exhibit "D" and made a part hereof.

6.6 Pursuant to Section 10508(4)(v) of the MPC and this Agreement, a final phasing schedule will be submitted to the Township by the Developer at the time the Settlement Plans are submitted to the Township for review delineating all proposed phases and the deadlines within which applications for final plan approval for each phase are intended to be filed. The schedule will be updated annually by the Developer on or before the anniversary of the preliminary plan approval. The Township agrees that notwithstanding Section 10508(4)(v) the Developer may make modifications to the phasing schedule at its discretion and that such modifications are not subject to approval by the Township.

6.7 Upon the approval and recording of final, unappealed preliminary plans for the Settlement Plans and the approval and recording of unappealed final plans for the initial phases of the Settlement Plans that were submitted for review with the preliminary plans, and compliance by the parties with the other terms and conditions hereof, the parties shall cause their respective counsel to file the Praecipe pursuant to the Order causing the Appeal to be withdrawn and discontinued with prejudice.

6.8 The Township, its agents and assigns will cooperate in the issuance of or concurrence with any and all permits and certificates of occupancy needed for the successful completion of the Developer's construction activities, including but not limited to building permits and certificates of occupancy, provided the permits and certificates are consistent with the development depicted on the Concept Plan and provided that the improvements meet all of the requirements of the Uniform Construction Code.

6.9 Each preliminary plan and final plan shall conform to the Concept Plan and to the terms of this Settlement Agreement addressing design standards and requirements.

Subsequent to the execution of this Settlement Agreement, two types of plan changes may occur during the engineering stage and preparation of the Settlement Plans or as the result of responding to agency reviews of the Settlement Plans. These plan changes are defined herein as either a "Major Change" or a "Minor Change." A Minor Change will only be reviewed by the applicable reviewing agencies. A Major Change will first be reviewed by the "Major Change Committee", as defined herein, and, if approved by the Major Change Committee, then the applicable reviewing agencies.

The term "Major Change" is defined to only include the following:

1. The relocation of a subdivision entrance onto a Township or State road by more than one hundred (100) feet.
2. The relocation of any subdivision road entrance within 1,200 feet to the west of the intersection of Crum Road and Tract Road.
3. Construction of utility structures exceeding a height of 30 feet.
4. A reduction in the amount of open space.

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5. A relocation of open space, except required open space within an individual residential lot.
6. A change to a stormwater management facility.
7. A change to a wetlands located within 10 feet of the perimeter property line of the Project.
8. Any change affecting the location or increasing the width of Flat Run.
9. A change in species in a perimeter landscape buffer.
10. Addition of street lighting.
11. Any increase in the number of dwelling units.

Any Major Change will be reasonably reviewed and approved by the Major Change Committee. The Major Change Committee shall have three (3) members with one representative appointed by each of the Developer, Intervenor and Adjoiners, collectively, and the Township. The Major Change Committee will review the proposed Major Change in good faith and in the spirit of this Settlement Agreement and the Concept Plan and act on the Major Change request within seven (7) business days of its receipt in writing and in plan form. Any action by the Major Change Committee will require a majority vote. Upon acceptance of the Major Change, any ongoing or remaining reviews by other agencies may continue for that affected portion of the Settlement Plans containing the Major Change. Any ongoing or remaining reviews by other agencies unrelated to the affected portion of the Settlement Plans containing the proposed Major Change may continue without effect of the Major Change review process. In the event of a denial or approval of a Major Change request by the Major Change Committee, the Developer or the Intervenor and Adjoiners may request reconsideration by the Township Supervisors within thirty (30) days of the denial or approval, after which time a final decision will be rendered by the Township Supervisors within thirty (30) days.

Any plan change that is not defined as a Major Change above will be considered a Minor Change. A Minor Change is not subject to any review by the Major Change Committee.

Examples of Minor Changes include, but are not limited to, the following:

1. A residential lot line abandonment or adjustment.
2. A realignment of internal roads.
3. The placement or relocation of pocket parks.
4. An increase in planting density within landscaped buffers.
5. Addition of landscaping.
6. Addition of individual residential lot decorative or security lighting.
7. Impacts and mitigation to wetlands and waters of the US not resulting in a change to the location of or increasing the width of Flat Run.
8. A relocation of required open space within an individual residential lot.

6.10 Developer agrees that all applications for state and federal approvals will be submitted to the Township for prior review and comment when required as part of the state or federal approval process. Otherwise, the Township will be copied on all applications for such

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approvals at the time of submission. Developer also agrees to provide counsel or other designee for the Intervenor and Adjoiners with notice of and a full and complete copy of any application or submission made by Developer, its successors or assigns, or on behalf of Developer, its successors or assigns, seeking municipal, state or federal agency approval or permit related to the Concept Plan and Settlement Plans within five (5) business days of the date of application or submission. Developer specifically agrees to conform such applications and submissions to the terms set forth in this Settlement Agreement. Developer agrees that Intervenor and Adjoiners maintain whatever rights they may have consistent with this Settlement Agreement to participate in and object to any application or submission only insofar as the application or submission is inconsistent with the Settlement Agreement or in violation of a municipal, state or federal standard, requirement, regulation or statute.

Developer also agrees to provide counsel or other designee for the Intervenor and Adjoiners with notice and a full and complete copy of any municipal, state or federal agency review, comment, action, approval or permit related to the Concept Plan and Settlement Plans within five (5) business days of the receipt of the action, approval or permit. Developer agrees that Intervenor and Adjoiners preserve and do not waive their rights to challenge, object to or appeal any action, approval or permit only insofar as the application or submission is inconsistent with this Settlement Agreement or in violation of a municipal, state or federal standard, requirement, regulation or statute.

Intervenor and Adjoiners agree to notify Developer in writing of any objection to any application, submission, action, approval or permit within twenty (20) business days of the receipt of the notice and copies as described above. Intervenor, Adjoiners and Developer agree to take reasonable measures and cooperate in good faith to address and resolve an objection or violation prior to contracting a municipal, federal or state agency.

6.11 The Parties retain their respective rights to address any breach of the Settlement Agreement.

7. **Additional Covenants of the Parties.** The parties hereby covenant and agree as follows with respect to the Settlement Plans, which covenants and conditions may be set forth on the final plans as recorded. The development work to be undertaken on the Developer's Property pursuant to the Settlement Plans is sometimes referred to herein collectively as the "Project."

7.1. No more than fifteen (15%) percent of the Settlement Plans shall have impervious coverage at the time the Settlement Plans are approved by the Township. In addition, no more than fifteen (15%) percent of the Project shall have impervious coverage when it is completed. For purposes of calculating impervious coverage, impervious coverage is limited to houses, the clubhouse, tennis courts, swimming pool, other sports/recreational impervious facilities, utility structures, streets, driveways, parking lots and garages.

7.2. The Developer shall replace and upgrade two culverts on Wenschhof Road both of which are located within two thousand (2,000') feet of the intersection with Tract Road and convey flow for tributaries of Flat Run.

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7.3. The Developer shall contribute up to \$9,375.00 (based upon a one-third share of the cost of the Plan update not reimbursed by the Commonwealth) toward the unreimbursed costs incurred in a Sewage Facilities Plan update that will include sewage planning for the areas included in the final Settlement Plans. The Township agrees to the construction and use of an interim central sewage treatment plant for the Developer's project as outlined in the Developer's previous Sewage Facilities Planning Module previously submitted and as set forth in Section 8.q herein and shall take such action as may be necessary to approve an Act 537 Plan Amendment or Supplement with respect to providing sewage treatment and collection service for the Settlement Plans in accordance with this concept.

Upon decommissioning of the temporary sewage treatment plant, Developer will dismantle and remove the facility and restore the property to open space.

7.4. The Township hereby indicates its concurrence with the use of a permanent central water supply, treatment and distribution system servicing the Project in conformance with the Water Feasibility Study previously submitted by the Developer.

Developer agrees that all pumps for the water supply system wells will be located within buildings and that all generators will have a sound muffler system designed to reduce sound during operations. Lighting will be provided at the treatment plant as required and minimized where possible. In the event the temporary treatment facility is decommissioned the land will be available as open space.

Developer will pump test its water supply well(s) for seventy-two hours to determine whether the use of the said well is likely to have any effect on neighboring wells. The Developer shall be responsible, at its expense, to conduct the monitoring of neighboring wells under the following protocol:

- a. Intervenor or Adjoiner well sites will be limited to existing wells (one per property, to be selected at the sole discretion of the Intervenor or Adjoiner owning the property) located on the properties owned by the Intervenor and Adjoiners ("Existing Wells"); and
- b. Existing Wells shall be monitored in accordance with DEP protocol for a period of one (1) week before the seventy-two (72) hour pumpdown test, during the pumpdown test and one (1) week after completion of the test; and
- c. Existing Wells shall be monitored one (1) time per month for one (1) year after the test; and
- d. Existing Wells shall be monitored one (1) time per month during the months of July, August and September for ten (10) years after the water supply well is in operation or until the construction of the two hundredth (200th) home, whichever occurs first (herein the "Extended Monitoring Period").

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- e. In the event of a dry well or where it is determined the water is no longer potable, the homeowner would notify the Developer of such impact for repair or replacement, including connection to the central water system serving the Project. If Developer does not agree the impact is a result of its water withdrawal, then homeowner is to demonstrate the impact via an analysis conducted by a professional hydrogeologist. In the event of a further dispute, then the two hydrogeologists will mutually agree upon a third hydrogeologist who will make a final determination, which final determination will be binding. The Developer and the homeowner will equally pay any costs and fees for the third hydrogeologist. During the Extended Monitoring Period, the Developer is responsible (at its sole cost) to repair or replace wells, including connection to the central water system serving the Project, that run dry or become unpotable accordingly by the Project's water withdrawal.

7.5. Developer, at no cost to the Township, shall build into the permanent sewage treatment plant an additional 5% of capacity above the sewage capacity required for the buildout of the Settlement Plans to handle any flows from existing malfunctioning on-site systems outside of the Project and within the Township. Nothing herein would prevent the Developer from obtaining reimbursement in accord with law from such outside connections.

7.6. The Township roads to be used by the Developer to access the development area by construction equipment, delivery trucks, and other construction related vehicles, shall be jointly inspected by the Developer and Township representatives prior to the start of construction of the development shown on the final Settlement Plans. Any deterioration of those roads during construction of the Project attributable to such construction activities shall be corrected at the cost of Developer upon completion of the adjacent construction activity. Developer, at its sole cost, will correct any deterioration within 120 days of a determination by the Township engineer that such deterioration is a safety hazard; provided, however, that the Township Engineer may direct Developer to repair road deterioration in less than 120 days when required to protect public safety. The Developer also agrees to provide pavement widening and/or overlays for those portions of the roads that directly abut and adjoin the Project's property lines where the Township engineer would recommend such improvements, at the completion of construction, and in accordance with current PennDOT standards for rural roads in Publication 13M, as may be amended from time to time. The Developer will comply with PennDOT requirements regarding crosswalks, signage and signalization as required in the areas of the intersection of Tract Road and Crum Road and Tract Road between the proposed clubhouse and recreational facilities and the development area to the west of Tract Road.

7.7. The Developer shall not dedicate internal roads within the Project to the Township, and the Township will not accept such roads as Township roads. In exchange, the parties hereto recognize that a special taxing district, known as a Neighborhood Improvement District (herein "NID"), is a permissible financing tool provided the NID is in accordance with the statutory requirements of Pennsylvania's Neighborhood Improvement District Act, 73 P.S. § 831, *et seq.* The NID would serve as the entity to finance, build, and operate public and/or private infrastructure improvements including but not limited to utilities, roads and other

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ancillary common improvements in the Project and surrounding vicinity. The Developer agrees to reimburse the Township for any costs incurred by the Township relating to the creation of a NID.

7.8 For the coverage of the costs of operation and maintenance of common improvements such as roads, utilities, stormwater management facilities, treatment plants and other common facilities and services, Developer will establish an exclusive account and initially fund such account in the amount of \$40,000.00. Thereafter, a homeowner fee will be collected from each initial house sale in the amount of \$2,000.00 and directed to this account. Thereafter the homeowners association will assess and collect additional fees as are necessary to fund ongoing costs of operation and maintenance of the common improvements.

7.9 Developer agrees to include a provision in the homeowners association documents that will provide that the Township, in its sole discretion, can maintain and operate the roads, utilities, stormwater management facilities and other common facilities and services. In the event the association is not adequately maintaining and operating the facilities and services, the Township's costs in that event will be liens upon the properties in the Project. The Township's performance of these functions alone does not constitute an acceptance of these roads and facilities as public roads and facilities.

7.10 The Developer agrees that it will not offer the installation of yard irrigation systems as a standard feature during home sales in the development. However, homeowners will not be restricted from installing such systems if the homeowner elects to install one as a non-standard option or after the purchase of the home.

7.11 Upon extinguishment of the Peloquin Life Estate, the house, outbuildings and associated property totaling approximately 0.8 acres will be owned by the Developer. The use of this Peloquin Life Estate property shall be subject to the then-current governing Township ordinance. The house adjacent to the Peloquin Life Estate property shall remain a house on its own separate parcel.

7.12 The recreation fields identified on the Concept Plan are to be constructed in the first phase of the project (Phase 1A).

7.13 In the event the Intervenor or Adjoiner conveys their property, the obligation of the homeowner's association to maintain the landscape hedges and fencing shall survive said transfer in ownership to the extent defined in the Concept Plan and all other provisions of this Agreement shall not convey to the new property owner, with the exception that Developer's obligations set forth in 7.4 herein, shall convey also to Intervenor/Adjoiner family member successors, heirs and assigns.

7.14 Landscape hedges as defined on the Concept Plan shall become the responsibility of the homeowners association for replacement of dead trees. Landscape hedges are to be planted at the time of construction of the first building in that specific phase of the Open Space Plan or lot of the Liberty Estates plan as applicable.

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8. **Standards for Development.** The Developer and the Township have agreed to certain standards that will be applicable to the development of the Settlement Plans. The Settlement Plans shall be consistent with the Concept Plan. The Court's approval of the Settlement Agreement is an approval of the agreed upon standards where the standards deviate from Township ordinances. During the Township's review of the Settlement Plans, the Township will apply the agreed upon standards for development contained herein notwithstanding any Township ordinances that may conflict with the agreed upon standards. Otherwise, the 1978 Zoning Ordinance, as amended, shall apply. In the event of any conflicts or discrepancies between this Settlement Agreement and any Township ordinances, the terms of this Settlement Agreement shall control. The agreed upon standards for development are as follows:

- a. The proposed uses represented for the Settlement Plans will comply with the following minimum bulk standards as follows:

<u>Settlement Plan Location</u>	<u>Lot Area</u>	<u>Yard/Setback</u>
Liberty Estates Plan	2.0 acres	50' front & rear and 30' each side on interior lots; or 50' front & 30' side yards (no rear yard) on corner lots; or 50' front and three 30' side yards on panhandle lots; or 50' front (along each street) and 30' side yards on double-frontage lots.
Open Space Plan	7,000 s.f.	10' front & rear and 5' each side on interior lots; or two 10' front & two 5' side yards (no rear yard) on corner lots; or 10' front and three 5' side yards on panhandle lots; or 10' front (along each street) and 5' side yards on double-frontage lots.

Lot widths, depths, etc. (including increasing lot widths and front yards along arced streets and cul-de-sac bulbs to obtain a suitable lot width at a greater yard depth) are to be established at the Developer's discretion, and can be established and/or altered without need for modification or variance approvals from any Township approving authority so long as the minimum lot area is provided, but will be no less than the following minimums:

Lot Area Width Depth