

**WORCESTER TOWNSHIP
BOARD OF SUPERVISORS**

MONTGOMERY COUNTY, COMMONWEALTH OF PENNSYLVANIA

RESOLUTION NO. 2013 - 29

The Preserve at Worcester

FINAL SUBDIVISION APPROVAL

WHEREAS, KEYSTONE LANDS, INC. ("Developer") is the owner or an affiliate of the owner and developer of five (5) non-contiguous tracts of land consisting of 130.82± acres with frontage on Whitehall Road, Skippack Pike and North Wales Road in Worcester Township, more particularly identified as Montgomery County Tax Parcel Nos. 67-00-03493-004 ("Unit 17"), 67-00-02648-003 ("Unit 93"), 67-00-02647-409 ("Unit 94"), 67-00-04087-004 ("Unit 4"), and 67-00-03487-001 ("Unit 20") (collectively, the "Tracts"); and

WHEREAS, the Tracts are zoned "AGR" Agricultural District; and

WHEREAS, on November 17, 2010, the Developer received preliminary subdivision approval ("Preliminary Approval") for a conservation subdivision in accordance the provisions of Article XVIA (Conservation Subdivisions) of the Worcester Township Zoning Ordinance ("Conservation Subdivision Ordinance") to subdivide the Tracts into thirty-nine (39) buildable lots for single-family detached dwellings with open space to be located on Unit 17 and Unit 93 (comprising approximately 68.4 acres with frontage on North Wales Road) in accordance with Option 1 under provisions of the Conservation Subdivision Ordinance (the "Development"); and

WHEREAS, the approval of thirty-nine (39) buildable lots on Unit 17 and Unit 93 is permitted as a transfer of development rights pursuant to an Order of the Board of Supervisors dated October 29, 2010 granting the Developer conditional use approval in accordance with the provisions of Article XVIA, Section 150-110.3.F of the Zoning Ordinance; and

WHEREAS, Unit 4, Unit 20 and Unit 94 (comprising approximately 62.4 acres) are proposed to remain as open space, and Units 4 and 20 have been offered to the Township for dedication (with Unit 94 and the additional open space which is located on Units 17 and 93 to be deeded to the proposed Homeowners' Association and deed restricted from further subdivision in accordance with the Preliminary Approval and the Conservation Subdivision Ordinance); and

WHEREAS, the Preliminary Approval granted nineteen (19) waivers from the Worcester Township Subdivision and Land Development Ordinance; and

WHEREAS, the Preliminary Approval also set forth certain requirements for final subdivision approval, which requirements have either been satisfied or are incorporated herein as conditions to final subdivision approval; and

WHEREAS, the Developer now desires to obtain final subdivision approval of the Development as more particularly shown on plans prepared by Woodrow & Associates, Inc., being plans consisting of forty-eight (48) sheets dated April 1, 2006, with a last revision date of October 11, 2013 (the "Plans"), in accordance with Section 508 of the Pennsylvania Municipalities Planning Code; and

WHEREAS, Developer has previously obtained and supplied or will obtain and supply to the Township all applicable permits and approvals from all Authorities, Agencies and Municipalities having jurisdiction in any way over the Development.

.NOW, THEREFORE, BE IT RESOLVED that Worcester Township hereby grants final approval of the subdivision as shown on the Plans described herein subject, however, to the following conditions:

1. At this time, the Worcester Township Board of Supervisors waives strict compliance with the following provisions of the Worcester Township Subdivision and Land Development Ordinance:

a. Section 130-28.G(4)(b), requiring the number of street trees to be determined based on twenty-five feet (25') on center spacing for each side of the street except along primary streets where there may be spaces of up to fifty feet (50') on center. The Developer shall plant trees in large clustered masses or as a mini orchard near the North Wales Road entrance to the Development to the satisfaction of the Township Engineer.

b. Section 130-17.B(2), requiring driveways to be located no less than forty feet (40') from a street intersection.

2. Prior to the recording of the Plans, Developer shall enter into an agreement with the Township addressing all of the issues related to the transfer of development rights approved by Order of the Board of Supervisors dated October 29, 2010. The agreement shall be satisfactory to the Board of Supervisors and the Township Solicitor.

3. Prior to the recording of the Plans, Developer shall execute a deed of dedication to the Township for Units 4 and 20 for the use of such land as open space and such other uses (if any) as may be permitted by the agreement required by Paragraph 2 above. The terms of the deed of dedication shall be satisfactory to the Board of Supervisors, the Township Solicitor, and the Montgomery County Recorder of Deeds.

4. Prior to the recording of the Plans, Developer shall execute a hold harmless and indemnification agreement with the Township regarding the utility license agreement required between the Township and the Pennsylvania Turnpike Commission in connection with the sanitary sewer facilities to be located within the right-of-way of the Pennsylvania Turnpike Commission. The terms of the hold harmless agreement shall be reviewed and approved by the Township Solicitor.

5. Prior to the recording of the Plans, Developer shall submit documents to the Township verifying that the proposed Homeowners' Association has been or will be formed

and operated in accordance with Section 150-110.12.B.3 of the Worcester Township Zoning Ordinance. The Homeowners' Association documents shall be satisfactory to the Township Solicitor. The Homeowners' Association documents shall provide, among other things, for the management and maintenance of all open space to be owned by the Homeowners Association in accordance with the Conservation Subdivision Ordinance, and shall incorporate the requirements and restrictions set forth on the approved Corridor Management Plan, to ensure that such requirements and restrictions are enforced in compliance with the plan.

6. Prior to the recording of the Plans, Developer shall submit to the Township Solicitor for review and approval the deed or deeds transferring ownership of Unit 94 and the open space depicted on Units 17 and 93 from the Developer to the Homeowners' Association and restricting the further subdivision and use of such areas. The deed for Unit 94 shall also covenant that Unit 94 shall remain in its natural state with maintenance access to Unit 94 over the existing accessway through the PECO right-of-way located between Units 94 and 93.

7. Prior to the recording of the Plans, Developer shall execute a conservation easement to run with the land in favor of the Township with regard to Unit 94 on the Plans. The terms and conditions of the conservation easement shall be satisfactory to the Board of Supervisors and the Township Solicitor.

8. Prior to the recording of the Plans, Developer shall revise the Plans to resolve, to the satisfaction of the Township, all issues in the Township Engineer's review letter of November 8, 2013, the entire contents of which are incorporated herein by reference, and a true and correct copy of which is attached hereto as Exhibit "A".

9. Prior to the recording of the Plans, Developer shall obtain and deliver to Township all appropriate permits and approvals required for the Development from the Montgomery County Conservation District, the Pennsylvania Department of Environmental

Protection, the Pennsylvania Department of Transportation and any other agency having jurisdiction over the Development.

10. Prior to the recording of the Plans, Developer shall revise the Plans to indicate that the portion of the “Liberty Bell Trail” along North Wales Road is to be constructed as part of the Development in accordance with the Preliminary Approval. or (2) escrow funds with the Township in an amount equal to the estimated costs of the construction of such trail, as approved by the Township Engineer, to be held by the Township for the future construction of the trail, at such time as a connecting trail has been approved for construction. A Trail Easement Agreement shall be executed between the Developer and the Township to provide an easement for the maintenance and use of an all-purpose recreational trail to include, but not be limited to, its use for travel by foot or bicycle. The Trail Easement Agreement shall be prepared by the Township Solicitor and recorded simultaneously with the recording of the Plans.

11. The Developer shall comply with the Conditional Use Decisions and Orders of the Board of Supervisors dated February 18, 2009 and October 29, 2010, granting conditional use approval (as conditioned in the Orders) for certain crossings over Zone One and Zone Two Riparian ways and the transfer of development rights in accordance with the provisions of Article XVIA, Section 150-110.3.F of the Zoning Ordinance.

12. Simultaneously with the recording of the Plans, Developer shall record a notice or declaration to all future purchasers of the approved lots which specifically identifies the lots that are subject to certain environmental conditions (including, but not limited to, stormwater easements, riparian corridor or steep slopes) in their yard setback areas which may restrict some uses of such yard areas in the future. Such notice or declaration shall be reviewed and approved by the Township Solicitor prior to being recorded.

13. Prior to the recording of the Plans, Developer shall submit to the Township (for review and approval) a new or revised Corridor Management Plan for all four riparian crossings in accordance with the Township Code and consistent with Condition #3 of the Conditional Use approval granted by the Board of Supervisors on February 18, 2009.

14. Prior to recording the Plans, Developer shall enter into a Land Development and Financial Security Agreement with Worcester Township. The Agreement shall be satisfactory to the Township Solicitor and the Board of Supervisors and the Developer shall obligate itself to complete all of the public improvements shown on the Plans in accordance with Township criteria and specifications as well as to secure the completion of the said public improvements by posting satisfactory financial security as required by the Pennsylvania Municipalities Planning Code.

15. Although the maintenance of all stormwater collection, detention and conveyance facilities shall be the responsibility of Developer, its successors and assigns, Developer shall, prior to the recording of the Plans, execute a declaration to reserve easements in favor of the Township so that the stormwater facilities may be maintained by the Township (with all expenses charged to the Developer) in the event that the maintenance responsibilities of the stormwater facilities are not fulfilled after reasonable notice to do so. The declaration shall be satisfactory to the Township Solicitor and recorded simultaneously with the Plans.

16. The cost of accomplishing, satisfying and meeting all of the terms and conditions and requirements the Preliminary Approval and this Final Approval Resolution shall be borne entirely by the Developer and shall be at no cost to the Township.

17. Developer shall provide the Township Manager and the Township Engineer with at least seventy-two (72) hours notice prior to the initiation of any grading or ground clearing (whether for the construction of public improvements or in connection with

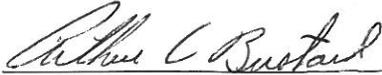
individual buildings or additions) so that the Township may certify that all appropriate erosion and sedimentation control facilities have been properly installed and also that snow fencing or other types of boundary markers (acceptable to the Township) have been installed to protect such trees as are specifically proposed not to be eliminated during the construction of the Development.

18. Consistent with Section 509(b) of the Pennsylvania Municipalities Planning Code (as amended) the payment of all applicable fees and the funding of all escrows under the Land Development and Financial Security Agreement must be accomplished within ninety (90) days of the date of this Resolution unless a written extension is granted by the Township. Until the applicable fees have been paid and the escrows fully funded, the final plat or record plan shall not be signed or recorded. In the event that the fees have not been paid and the escrow has not been funded within ninety (90) days of this Resolution (or any written extension thereof), this contingent approval shall expire and be deemed to have been revoked.

19. Under the provisions of the Pennsylvania Municipalities Planning Code, the Developer has the right to accept or reject conditions imposed by the Board of Supervisors upon final approval. In the absence of an appeal or a notice of rejection filed in writing within thirty (30) days from the date of this Resolution, the conditions set forth herein shall be deemed to have been accepted by the Developer. If the Township receives written notice of an appeal or rejection of any of the conditions set forth herein within thirty (30) days from the date of this Resolution, this approval and the waivers granted in Paragraph 1 (which waivers are granted contingent upon the acceptance of the conditions set forth herein) shall be deemed to be automatically rescinded and revoked and the application shall be considered denied based upon the failure to fully comply with all of the sections set forth in Paragraph 1, all as authorized by Section 508 of the Pennsylvania Municipalities Planning Code.

APPROVED at the public meeting of the Worcester Township Board of Supervisors held on November 20, 2013.

WORCESTER TOWNSHIP

By: 
Arthur C. Bustard, Chairman,
Board of Supervisors

Attest: 
F. Lee Mangan, Secretary

Township Engineer Review Letter

Exhibit "A"