

PREPARED BY:

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RETURN TO:

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Tel.: 610-941-2657
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Tax Parcel No.: 54 00 02290014

COMMON DEVELOPMENT AGREEMENT

COMMON DEVELOPMENT AGREEMENT
BETWEEN

MATTISON DEVELOPMENT, LLC

AND

SBLP UPPER DUBLIN, LLC

AND

TOWNSHIP OF UPPER DUBLIN

FOR A DEVELOPMENT KNOWN AS
MATTISON ESTATES

THIS AGREEMENT, made this 2st day of January, 2019, by and between TOWNSHIP OF UPPER DUBLIN, a municipal corporation operating under the First Class Township Code with offices located at 801 Loch Alsh Avenue, Fort Washington, Montgomery County, Pennsylvania (hereinafter referred to as "Township") and MATTISON DEVELOPMENT, LLC, a limited liability company organized pursuant to the laws of the Commonwealth of Pennsylvania located at 630 Sentry Parkway, Suite 300, Blue Bell, PA 19422 (hereinafter referred to as "DVD") and SBLP UPPER DUBLIN, LLC, a limited liability company organized pursuant to the laws of the State of Delaware located at c/o South Bay Partners, Inc., Highland Park Place, 4514 Cole Avenue, Suite 1500, Dallas, TX 75205 (hereinafter referred to as "SB").

WITNESSETH:

WHEREAS, Lindenwold Residential Associates, LLC ("LRA") is the applicant for the subdivision and land development of that certain parcel of real estate situate on 701 South Bethlehem Pike, Upper Dublin Township, Montgomery County, Pennsylvania, which parcel of real

estate is referred to as Montgomery County Tax Parcel Nos. 54-00-02290-005 and 54-00-06163-002 (hereinafter referred to as the “Site”); and

WHEREAS, the Site is intended to be developed as a mixed use development pursuant to the provisions of the MRH Mixed Use Residential-Historic District consisting of the following: (i) LRA intends to restore and renovate the historic castle located on the Castle Parcel (as hereinafter defined) (the “Castle Project”); (ii) DVD intends to develop 32 twin homes and 72 townhomes on the Residential Parcel (as hereinafter defined) (the “Residential Project”); (iii) SB intends to develop 250 senior living apartments with structured parking and associated amenities on the Senior Parcel (as hereinafter defined) (the “Senior Project”); and (iv) DVD intends to renovate and restore certain historic resources on the Residential Parcel (as hereinafter defined) (the “Historic Work” and together with the Castle Project, the Residential Project and the Senior Project, collectively, the “Project”);

WHEREAS, upon the application for conditional use by LRA, the Board of Commissioners of the Township, on May 9, 2017, granted conditional use approval for the development of the Project, a copy of which is attached hereto and incorporated herein as EXHIBIT “A” (the “Conditional Use Decision”);

WHEREAS, LRA has received preliminary/final land development approval from the Board of Commissioners of the Township on March 13, 2018 pursuant to Resolution No. 18-2273 (the “Approval Resolution”) for a set of plans prepared by Bohler Engineering dated April 28, 2016 with latest revision date December 27, 2018, consisting of sheets numbered 1 through 88 (hereinafter referred to as “Site Plans”); and

WHEREAS, LRA also received subdivision approval from the Board of Commissioners of

the Township on March 13, 2018 pursuant to the Approval Resolution for a set of plans prepared by Bohler Engineering Inc. dated January 9, 2018 with latest revision date April 24, 2018 (hereinafter referred to as “Subdivision Plans” and together with the Site Plans, collectively, the “Plans”). The Subdivision Plans divide the Site into five (5) parcels: Parcel 1 – a 34.891 acre parcel to be conveyed to DVD for development of the 32 twin homes and 72 townhouse units (the “Residential Parcel”); Parcel 2 – a 7.910 acre parcel to be conveyed to SB for development of the 250 independent senior living apartments with structured parking and amenities (the “Senior Parcel”); Parcel 3 – a 1.131 acre parcel consisting of the historic castle known as Mattison Estate (the “Castle Parcel”); Parcel 4 – a 0.217 acre parcel consisting of the historic Bethlehem Pike Gatehouse (the “Gatehouse 1 Parcel”); and Parcel 5 – a 0.473 acre parcel consisting of the historic Cedar Road Gatehouse (the “Gatehouse 2 Parcel”); and

WHEREAS, said Plans were approved subject to the conditions set forth in Approval Resolution, a copy of which is attached hereto and incorporated herein as “EXHIBIT B”; and

WHEREAS, said Plans were approved on condition that prior to the opening of any streets, the development of any portion thereof, or the obtaining of building permits for homes or other occupied structures, the Developer (as defined herein) will comply with the Township ordinances pertaining thereto and, particularly, execute a development agreement, and deposit with the Township a proper escrow fund guaranteeing the performance of the obligations hereinafter set forth and described, to the extent hereinafter required; and

WHEREAS, LRA has designated the right to manage the common site work for the Project to SB; and

WHEREAS, SB and DVD have entered into that certain Site Development Agreement (the

“SDA”) whereby DVD shall construct the Common Site Improvements (as hereinafter defined) for the Project; and

WHEREAS, the SDA provides SB with the right to construct the Common Site Improvements (as hereinafter defined), upon a breach or default by DVD under the SDA, this Agreement and/or the Performance Bond Agreement (as hereinafter defined); and

WHEREAS, for purposes hereof, “Developer” shall mean DVD unless and until (i) DVD is in default of its obligations under the SDA and/or this Agreement; (ii) SB has provided notice in accordance with the SDA, the Performance Bond Agreement (as hereinafter defined) and this Agreement of its election to construct the common site work, including the Common Site Improvements (as hereinafter defined); (iii) SB has posted adequate substitute financial security with the Township, and upon satisfaction of the foregoing, then “Developer” shall mean SB; and

WHEREAS, the Developer now requests the approval of the Township to commence development and construction of the common site work; and

WHEREAS, the Developer is required to reimburse the Township for payment of inspection and Township Engineers', Township Solicitors' and other professional advisor fees in connection with the construction of the common site work; and

WHEREAS, the Developer must deposit sums in escrow as a security deposit to reimburse the Township for the payment of professional fees; and

WHEREAS, pursuant to that certain Performance Bond Agreement (as hereinafter defined), the Developer has deposited the sum of Nine Million, Two Hundred Ten Thousand and Nine Hundred Sixty Five Thousand Dollars (\$9,210,965.00) (“Performance Bond”) as escrow to guarantee the completion of the development and construction of the Common Site Improvements

(as hereinafter defined) as shown on the Site Plans and as required by the ordinances, codes, regulations and resolutions of the Township; and

WHEREAS, the Township is willing to permit Developer to commence said development and construction of the common site work associated with the Project upon the execution of and compliance with this Agreement as hereinafter set forth; and

NOW THEREFORE, for and in consideration of the approval by the Township of DVD's request to commence construction of the common site work associated with the Project upon compliance by DVD with the terms and conditions hereof, DVD and SB, intending to be legally bound hereby, covenant and agree with Township as follows:

I. GENERAL COVENANTS AND CONDITIONS.

1. WHEREAS Clauses. The WHEREAS clauses are incorporated by reference as if fully set forth herein.

2. Obligation to Construct Improvements. The Developer will construct, or cause to be constructed, at its own expense and without any expense or cost whatsoever to the Township, in strict conformity with the Township's requirements and specifications, the common site improvements identified in blue on "EXHIBIT C" and more specifically described in the Cost Estimate approved by the Township Engineer and attached hereto as "EXHIBIT D" (hereinafter referred to as the "Common Site Improvements"):

3. Quality of Work and Materials. All Common Site Improvements shall be done and performed in the best and most workmanlike manner, and shall be completed at the sole cost and expense of the Developer, subject to final inspection by the Township Engineer, which final

inspection shall be requested in writing by the Developer within thirty (30) days after such Common Site Improvements have been completed.

4. Compliance with Laws. The Developer agrees to comply with the provisions of this Agreement, the provisions of all applicable ordinances, codes, regulations and resolutions of the Township, including but not limited to the Subdivision and Land Development Ordinance, the Engineering and Construction Standards, Improvement Procedures (“ECSIP”), the Township Road and Street Specifications, the Township Building Code, the Pennsylvania Department of Transportation Standards and Specifications, all federal and state statutes and regulations, and all applicable standard detail sheets (collectively, the “Laws”). To the extent that there are any inconsistencies between the Laws and the Plans, the Plans shall control.

5. Incorporation of Plans; Change of Site Plans. The Site Plans, specifications and other documents, as approved by the Board of Commissioners of Upper Dublin Township, are hereby incorporated herein as a part of this Agreement.

If Developer shall contemplate any change or revision in the approved Site Plans as it relates to the Common Site Improvements, Developer shall first submit such change or revision to the Township Engineer in the form of a plan drawing prepared by Developer's engineer, together with a letter of transmittal explaining, in detail, the proposed change or changes. After completing his review of the proposed change or changes, the Township Engineer shall make a recommendation to the Board of Commissioners as to whether the Board shall accept or reject such revision. In the event of acceptance of such revisions by the Board, Developer covenants and agrees to enter into such further written agreements with the Township with respect to any or all revisions as may be deemed necessary by the Board, and no work or construction associated with

the Common Site Improvements required by the revised development plan shall be done unless and until such further written agreements have been executed by the Board and Developer, and proper escrows, if any be required, are deposited by Developer. The Township Engineer may approve, on his own authority, de minimis changes which would not affect the amount of the required escrows.

6. Easements. To extent not already acquired and provided to the Township, Developer agrees to acquire easements or rights-of-way for drainage and utility purposes over, through, along and across such portions of land as may be required to comply with the Site Plans and specifications, said easements or rights-of-way to include all rights and privileges necessary to construct, maintain, operate, repair, replace, reconstruct, alter and remove the drainage of said development as shown on the said Site Plans and specifications. It is understood and agreed by the parties that all construction and acquisition of easements, if any are required, shall be at no expense to the Township, and that all cost and expense whatsoever shall be borne by and paid for by the Developer.

7. Subcontractors. Developer shall sub-contract the street paving, curbing, storm drainage and/or other work listed in this Agreement only to recognized and established contractors. Prior to the commencement of any work, Developer shall submit to the Township Engineer for his approval the names and addresses of all subcontractors performing any work hereunder and shall also submit to the Township Engineer for approval the specifications for all materials to be used.

8. Improvements to Meet Township Specifications. The Common Site Improvements shall be installed in accordance with the Site Plans and specifications of the Township and shall meet the approval of the Township Engineer.

9. Authority of Township Engineer. It shall be the obligation of the Developer to arrange in advance with the Township Engineer for inspection of the work as the work progresses. The cost of such inspections shall be paid by the Developer. The Township Engineer is authorized to require the removal of any work which is not completed in accordance with the Laws, or which is not done in a good and workmanlike manner. The Township Engineer is also authorized to require removal and/or relocation of any storm sewers and under drains which do not function in accordance with specifications.

10. Liability Insurance. At all times during the construction of the Common Site Improvements, the Developer shall carry commercial general liability insurance with a combined single limit for personal injury, loss of life and property damage of not less than \$1,000,000.00 per occurrence and \$2,000,000 in the aggregate, on a per project basis, and with umbrella coverage of at least \$5,000,000.00. The Developer shall also cause any contractor and/or subcontractor performing work on behalf of such Owner to carry the insurance required by this paragraph. All such insurance shall name the Township as an additional insured. Evidence of any such insurance shall be delivered upon request.

11. Waste Materials. Developer will be responsible for the collection and removal of waste materials such as papers, cartons and the like cast, thrown or deposited on or adjacent to the Project (whether discarded by it, subcontractors or material suppliers) in connection with the construction of the Common Site Improvements, and agrees to prevent the same from being buried on the site or deposited upon the land.

12. Cessation of Work. If Developer ceases work upon the Common Site Improvements (excepting the final coat to roadways) while the Project is incomplete for a

continuous period of ninety (90) days or more, barring strikes, shortages of material, unfavorable weather or other conditions beyond Developer's control, such a cessation shall at the Township's option be deemed a breach of this Agreement after notice and opportunity to cure in accordance with Article IX, Section 7 of this Agreement. In such event the Township may pursue any remedies available to it as a result of such breach.

13. Time for Completion; Township's Remedies. The entire work on the Common Site Improvements and installations herein provided shall be completed by the Developer not later than eighteen (18) months from the date of the issuance of a grading permit for the Common Site Improvements, barring strikes, shortages of material, unfavorable weather or other matters or conditions beyond Developer's control; provided, however, that by mutual written agreement of the Township and the Developer, said time of performance and completion may be extended. In the event that SB is recognized as Developer under this Agreement, the time for completion of the Common Site Improvements shall automatically be extended for a period of six (6) months from the date that SB provides notice to the Township of its intent to serve as Developer under this Agreement. If the Developer fails to perform the Common Site Improvements as herein specified by the time indicated hereinabove, then the Township may, at its option, after notice and opportunity to cure in accordance with Article IX, Section 7 of this Agreement, enter into possession, complete the said work, either with its own men, or by others with or without competitive bidding, and the full cost of so doing will be the measure of damages due to said failure on the part of the Developer.

14. Blasting. It is further understood and agreed that if the installation of any Common Site Improvements requires blasting, that the Developer will obtain and pay for any permits

required before work is commenced and indemnify the Township from any cost or losses incurred as a result of the blasting work required. Further, in the event the Township is required to submit bonds to the State and County because of the requirements of those agencies, Developer will reimburse the Township for any expense involved in complying with the regulations.

15. Penalty for Failure to Comply with Building Inspection and Occupancy Permit Requirements. Developer agrees that it will comply fully with all Laws in regard to the inspection of houses or dwelling units during the period of construction, including obtaining the required signatures of the inspectors on the placard issued to the Developer. Developer agrees that it will obtain use and occupancy permits for all houses or dwelling units prior to conveying title to purchasers of said houses or dwelling units and prior to allowing said purchasers to assume possession of the houses or dwelling units. Developer further agrees that, in the event that Developer fails to comply with the provisions of this paragraph, the Township may declare the Developer in default (after the expiration of any applicable notice and cure periods) and avail itself of any and all remedies set forth in Article IX, Section 7 of this Agreement.

16. Notice and Inspections. All culverts, storm sewers and underdrains, manholes, paving, curbing, setting of monuments and other improvements are subject to inspection and approval at the cost of the Developer by the Township or its agents. Developer will notify the Township Public Works Department at least seventy-two (72) hours in advance of the initial commencement of any work. Meetings shall be scheduled by the Developer with Township (or its agents) and the representatives of any affected utility companies from time to time, in order to coordinate the scheduling of work. After initial commencement of work, no Common Site Improvements subject to inspection by Township shall be commenced without seventy-two (72)

hours prior notice to the Township Public Works Department. Such work includes the laying of the stone base course on any street and the commencement of each separate paving operation.

If work is commenced without proper notice and if the Township (or its agents) has a reasonable doubt as to whether the work complies with the Township specifications, the Township (or its agents) shall have the right to any or all of the following remedies: (a) order the removal of any such work; (b) assign an inspector to the project, at Developer's expense, whether or not work is being performed; and (c) declare the Developer in default of this Agreement (after the expiration of any applicable notice and cure periods) and avail itself of any and all remedies set forth in Article IX, Section 7 of this Agreement.

Developer agrees that in the event any of the materials used in construction of , or if work is performed without prior notice as herein provided, the Common Site Improvements shall be rejected or disapproved by the Township (or its agents) as defective or unsuitable as determined in accordance with applicable industry standards, then the materials shall be removed and replaced with other approved materials, and the labor shall be done anew to the satisfaction and approval of the Township (or its agents) at the cost and expense of Developer.

17. Filing of "As Built" Street and Utility Plans. Upon the final completion of the Common Site Improvements, the Developer shall file with the Township a certified, reproducible "As Built" plan of the street and utility layouts as constructed and approved by the Township Engineer. The plan shall be drawn to the same scale as the original approved plans, and shall show streets, curbs, sidewalks, general site grading, sanitary sewers and laterals, storm sewers, water mains and services, telephone, electric, and cable TV services, and any additional underground facilities that may be installed. An "As Built" profile shall also be drawn to the same scale as the

original approved plans to indicate the final invert elevations and locations of the sanitary and storm sewer pipe inlets and manholes. The Developer shall also televise the sanitary and storm sewer pipes and provide a copy of the CD or other electronic media to the Township.

18. Snow Removal/Cindering. Township will not plow and cinder the roads within the Project.

19. Solid Waste Collection/Recycling. Solid waste collection and recycling shall be the responsibility of the Developer.

II. CONDITIONS TO BE MET PRIOR TO COMMENCING CONSTRUCTION OF IMPROVEMENTS.

1. No Common Site Improvements shall be commenced until:

a. This Agreement is duly signed and delivered.

b. A recordable version of the Site Plans, in form and substance satisfactory to the Township Engineer, is recorded according to law.

c. A Performance Bond Agreement For Land Development (the "Performance Bond Agreement") is executed and a Performance Bond, in a form approved by the Township Solicitor, is submitted to the Township.

d. All fees required by this Agreement and any ordinance, code, resolution or regulation of the Township are paid, including the payment of costs, and legal and engineering expenses, incurred by the Township for the completion of its initial approval of the Site Plans, preparation of the Agreements, Resolutions and other papers relating to the acceptance of this Agreement by the Township, or escrows for same have been established.

e. Developer has entered into a contract with Ambler Borough Water Department to provide water service in the area (hereinafter referred to as the "Water Company") for the

installation of water mains and water service in said Project.

f. Developer has entered into a contract with Bucks County Water & Sewer Authority for the installation of sewer lines and sewer facilities in said Project.

g. All off-site easements have been offered to the Township.

h. A grading permit has been issued after application therefore and the posting of guarantees and fees.

i. All other requirements of the Laws have been met.

2. Upon compliance with the requirements of Section 1 hereinabove, Developer may obtain the requisite Township permits for construction of the Common Site Improvements.

III. OBLIGATIONS OF DEVELOPER FOR IMPROVEMENTS.

1. Street Improvements. The streets shall be constructed in accordance with the codes and regulations of the Township, the conditions of approval of the Site Plans and subject to the approval of the Township Engineer.

No paving of any street shall occur between November 1 and April 1, without written permission of the Township Engineer.

2. Concrete Curbs. Curbs, aprons and driveway ramps shall be constructed of concrete and shall be placed in accordance with the specifications of the Township and in accordance with the Site Plans.

3. Sidewalks. Sidewalks shall be constructed of concrete in accordance with the Site Plans.

4. Handicap Ramp. Handicap ramps shall be constructed in accordance with the details shown on the Site Plans.

5. Storm Sewers and Inlets. The Developer shall construct and maintain during the term of

this Agreement, a storm drainage system to adequately drain the surface waters from the Project. No surface waters shall be restricted, dammed, gathered, collected and/or discharged upon an adjoining property to its injury without the written consent of the owner of said adjoining property. In the event that there should be any illegal restriction, damming, gathering, collection and/or discharge of surface waters upon an adjoining property without the written consent of the owner thereof, as determined by the Township Engineer, the Developer agrees to promptly correct the same and assume full liability and responsibility therefor.

Where grading is such that surface water drains along a swale or ditch through the Project, the deed to each lot shall contain a restriction requiring that no change in grade will be permitted in the line of such swale or ditch, nor any obstruction be placed in such a way as to interfere with any surface drainage. Proof of compliance with this requirement shall be by letter or certification, signed by the title company insuring the conveyance, or by the grantee, that full compliance with this condition has been met. Should the Township, by virtue of its approval of the Site Plans of development, be held financially liable to an injured property owner, the Developer agrees to join with the Township in defending itself from any claim, and furthermore to fully indemnify and reimburse the Township from any verdict and/or judgment, including all costs and fees incurred by the Township in defending the action.

Township shall be responsible for maintenance of a storm drainage system only in a public right-of-way and in public easements.

Developer agrees to construct all drainage facilities and incidental drainage facilities as from time to time are required by the Township Engineer or his authorized representative in accordance with the proposed drainage plans. Developer acknowledges that there may occur, from

time to time, situations where soil erosion control, lot stabilization, grading and/or drainage may have to be altered or improved or completed because of field conditions. In the event that the Township Engineer shall find at any time that additional storm water management work is required, or revisions are necessary due to unforeseen circumstances, mistake of fact or conditions as observed in the field, the Developer shall install such additional drainage work or make such corrections in the proposed drainage system as shall be necessary in the opinion of the Township Engineer. In this regard the Township shall not be bound by the preliminary or final drainage plans.

All stormwater management collection structures must be continuously protected from sedimentation infiltration during construction until all contributing areas of runoff to the structures are determined by the Township Engineer to be stable.

If the Developer should at any time fail to comply with the provisions of this paragraph after notice and opportunity to cure in accordance with Article IX, Section 7 of this Agreement, the Township may avail itself of any and all remedies set forth in Article IX, Section 7 of this Agreement.

6. Sanitary Sewers. An 8-inch minimum sanitary sewer main, together with 4-inch laterals, will be installed in accordance with the Site Plans but shall not be used until their construction is approved by the Township, and all Laws as to their connection and use are complied with.

Construction approval of the sanitary sewers is required from the Township Engineer, whether or not they will be dedicated, prior to the construction of laterals from the houses or dwelling units on the Site.

7. Traffic Signs and Striping. Traffic signs and striping shall be completed in accordance with the final approved Site Plans.

8. Maintenance and Control of Traffic. Maintenance and control of traffic on Township roads shall be as directed by the Township Engineer. The proposal for maintenance of traffic shall be submitted to the Township for approval before the work affecting traffic is commenced.

Maintenance and control of traffic on State Highways shall be in accordance with plans as approved by the Pennsylvania Department of Transportation.

Before any work is done on existing roads, maintenance of traffic devices as approved, shall be installed and operational.

Developer agrees to maintain such barricades as are necessary during the course of construction of the Common Site Improvements so as to give all reasonable protection to the traveling public and to maintain such warning lights or flares as are necessary for this purpose.

9. Street Names and Signs. Developer will pay for and erect all street signs and traffic control signs installed as part of the Common Site Improvements. The names of the streets shall be submitted to and shall receive the approval of the Township and the U.S. Postal Service. Names shall not conflict with or be liable to be confused with the names of any other streets within the Township or without the Township when in the immediate vicinity of the Project. The location, type, size and construction of such signs shall be uniform and shall be such as approved by the Township.

10. Erosion and Sedimentation Control. Developer shall fully comply with the Site Plans and with the Subdivision and Land Development Code of the Township of Upper Dublin setting forth standards for the prevention of soil erosion. Developer further agrees to obtain a permit from the Pennsylvania Department of Environmental Resources, if required, under Chapter 102 of Title 25 of the Pennsylvania Code, under Act of June 22, 1937, P.L. 1987 Sections 5 and 402 (35 P.S.

§691.5, §691.402 unless otherwise noted or amended) prior to the commencement of work under this Agreement. Developer agrees that all erosion and sedimentation control devices shall be installed prior to the start of any construction and site grading and shall be maintained through the construction of the Common Site Improvements.

11. Grading. Developer agrees to be bound by the provisions of the Upper Dublin Township Code which regulate the design, construction, maintenance or alteration of grading, excavation and fills. Grading permits shall be obtained from the Township prior to doing any earth work.

Developer also agrees that if grading is not completed due to adverse weather conditions prior to a request for an occupancy permit, the Township may allow a temporary permit to be issued pending the completion of grading work if an escrow fund is established with the Township specifically therefor.

12. Driveways. All driveways abutting a primary or major thoroughfare shall include an approved and paved turnaround so as to eliminate the necessity of the backing of vehicles onto the thoroughfare. Driveways shall be at least ten (10') feet in width and a minimum thickness of two (2") inches bituminous surface course on six (6") inches of crushed stone. Driveway aprons between the sidewalks and curb shall be constructed of reinforced concrete in accordance with Township standards.

13. Stormwater Management Facilities. The retention basins, detention basins, infiltration trenches, seepage pits, rain gardens, stormwater inlets, piping and outlets (hereinafter referred to as the "Stormwater Management Facilities") shall be constructed in accordance with the Site Plans, to restrict the discharge of surface water as required by the Subdivision and Land Development Code

of the Township. The Township reserves the right to require additional U-drains, low flow channels or any other reasonable alterations to the Site Plans if, upon inspection by the Township Engineer, it is found that the Stormwater Management Facilities as shown on the Site Plans need additional alterations to construction in order for the Stormwater Management Facilities to function in accordance with Township regulations and generally accepted engineering standards. The cost for any reasonable construction alterations of this nature will be paid for by the Developer. Upon completion and approval by the Township Engineer, the Stormwater Management Facilities shall thereafter be maintained in accordance with the Declaration (as defined herein).

14. Street Light System. The Developer shall provide for the erection of electric street lights. The installation of the street lights shall be in accordance with the Site Plans. The Township reserves the right to establish standards for lighting and associated equipment as well as the lighting circuitry and location. The Developer will provide for the installation as aforesaid without cost to the Township.

The Developer shall coordinate the street lighting installation with the Township Lighting Consultant and the Township Engineer, so that both may be present during the following phases of street lighting installation:

- a. Pouring of the concrete street lighting bases;
- b. Trenching of the street lighting looped circuits; and
- c. Installation of poles and fixtures.

Developer hereby agrees to make the necessary arrangements for the erection of street lights and will maintain the poles and fixtures.

15. Landscaping. Landscaping shall be installed in accordance with the Landscaping Plan

included within the Site Plans and shall fully comply with the Subdivision and Land Development Ordinance of the Township.

16. Water Mains. Water mains of a size acceptable to the Township shall be installed by the Developer, at its expense and in accordance with the requirements and directions of the Water Company.

Developer shall file with the Township prior to the issuance of any building permit hereunder a written instrument executed by a duly authorized officer of the Water Company, whereby the Water Company obligates itself to install water mains to the site and to furnish an adequate water supply to the buildings to be erected on the entire subdivision.

17. Fire Hydrants and Fire Hydrant Service. Developer hereby petitions the Township for fire hydrants within the Project. The location, number and type of fire hydrants and/or stubs shall be installed as designated by the Township Fire Marshal in consultation with the Fire Underwriters.

The number of fire hydrants shall be sufficient to benefit the entire Project, together with any territory immediately adjacent thereto.

18. Underground Utilities. The Developer shall provide for the supplying of electric, telephone and cable TV service at a convenient spot on all the lots in the Project and said service shall be installed completely underground.

All telephone, electric and cable TV conduits, gas mains, water mains, sewage systems, drainage systems, storm systems, culverts and fire hydrants, as well as all service connections to the lots within the Project shall be installed before the paving of streets in all those cases where any such service or system is to be installed. All existing streets disturbed by the work of construction shall be repaved by the Developer to their full width at the Developer's sole cost and expense. The

approval of the Pennsylvania Department of Transportation where required, shall be obtained prior to any construction in a state highway.

19. Concrete Monuments and Lot Pins. The boundaries of each and every lot shall be marked with permanent surveyor's iron pin monuments; said monuments shall be placed in each corner of the individual lot or in such additional locations as the shape of the lot will require, all in accordance with the directions of the Township Engineer; said monuments shall be placed by a registered surveyor and shall be visible when final grading has been completed. The cost of monuments shall not be charged by the Developer, owner, or their agent, to the purchaser of a lot. Concrete monuments for streets shall also be installed in accordance with the Township Subdivision and Land Development Code. Developer shall submit, for an occupancy permit, an "as-built" plan, prepared by a registered surveyor, for each lot, indicating the location of all structures, and the setting of the lot corner pins.

IV. ESCROW FUND FOR PAYMENT OF FEES.

1. Reimbursement of Engineer and Consultants' Fees. Developer shall reimburse Township for any and all costs incurred by Township in connection with or on account of this Agreement or the Site Plans involved herein, including but not limited to, engineering fees, design and plan review, legal fees, inspection fees, consultant fees and the cost of recording of any instruments. Funds in the Security Deposit (as defined below) shall be used to pay for such costs and fees so long as such funds are sufficient based on the requirements in Section 2 below.

2. Security Deposit for Professional Fees. The Developer hereby agrees to deposit with the Township the sum of One Hundred Twenty Thousand Dollars and No Cents (\$120,000.00) ("Security Deposit") as a fund for the payment of all costs and expenses, charges and fees as set

forth in Section 1 hereof, which may be incurred by the Township hereunder, upon execution of this Agreement. It is understood and agreed by the parties that neither the Township, its Solicitor, or its Engineer shall commence processing a grading permit application until said Security Deposit has been made with the Township.

The amount of Twenty Five Thousand Dollars (\$25,000.00) shall be the minimum amount on deposit with the Township at all times in order to pay for the aforementioned fees. When the Security Deposit is at or below said minimum amount, then the Developers shall deposit an additional sum in the amount of Twenty Five Thousand Dollars (\$25,000.00) to insure that all professional fees and costs incurred shall be promptly paid.

As the Township makes payment from the Security Deposit, the Township shall deduct an additional ten percent (10%) from each payment for its administrative costs and clerical services. Upon completion of the Common Site Improvements any remaining funds of the Security Deposit shall be returned to the Developer.

If Developer fails to make payment to the Security Deposit Fund of additional sums within ten (10) days upon request by the Township, no additional permits shall be issued for the Common Site Improvements until the default is cured, and the Township may avail itself of any and all remedies set forth in Article IX, Section 7 of this Agreement.

3. Interest on Security Deposit. All interest earned on the cash deposit shall be added to the Security Deposit fund.

V. PERFORMANCE SECURITY FUND FOR CONSTRUCTION OF IMPROVEMENTS.

1. Performance Bond Agreement. Executed concurrently and made a part hereof is the Developer's Performance Bond Agreement setting forth the amount of the Performance Bond

which will be held for the purpose of guaranteeing that the Developer shall fully complete the Common Site Improvements as set forth herein (exclusive of all the water mains and water service which will be constructed in accordance with the contract which has been entered into with the Water Company), shall comply with all the provisions of this Agreement, and shall complete the Common Site Improvements within the time for completion as specified herein. Under no circumstances is said escrow sum to be construed as a limitation of Developer's obligations for construction of the aforesaid Common Site Improvements, said sum being an estimate only of the costs of completion.

2. Amount of Performance Bond. The amount of the Performance Bond to be posted to guarantee the completion of the Common Site Improvements is Nine Million, Two Hundred Ten Thousand, Nine Hundred Sixty Five Dollars and No Cents (\$9,210,965.00).

The Developer agrees that if it requires more than one year to complete the Common Site Improvements, the amount of the Performance Bond or the Substitute Financial Security (as defined herein) may be increased by up to an additional 10% for each one-year period beyond the date the Performance Bond or Substitute Financial Security (as defined herein) is originally posted, or up to an amount not exceeding 110% of the estimated cost to complete the remaining Common Site Improvements as readjusted on or about the expiration of the preceding one-year period. Any additional Performance Bond or Substitute Financial Security (as defined herein) shall be posted by the Developer in accordance with this Agreement.

3. Guarantee of Completion. The Developer agrees that the reasonable cost of doing the matters herein mentioned, including the Common Site Improvements, engineering, inspection and miscellaneous costs, is set aside in the Performance Bond, in accordance with the Performance

Bond Agreement, to guarantee the completion of the Common Site Improvements. If a breach occurs in performance in completing said Common Site Improvements by DVD after notice and opportunity to cure in accordance with Article IX, Section 7 of this Agreement and SB has elected to serve as Developer and satisfied all conditions precedent thereto in accordance with Article IX, Section 7 of this Agreement, the remaining balance of the Performance Bond (the "Bond Proceeds") shall be delivered to SB or a construction escrow holder designated by SB and the Bond Proceeds shall be held in escrow and distributed in accordance with this Agreement and the Performance Bond Agreement. In the event that SB fails or declines to complete the Common Site Improvements in violation of this Agreement or the Performance Bond Agreement then the Bond Proceeds or Substitute Financial Security, as applicable, shall be available to the Township to complete the Common Site Improvements in accordance with this Agreement and/or the Performance Bond Agreement. To the extent such security is insufficient, the then unsecured cost to the Township may be filed as a municipal claim against the Residential Parcel, and the Township may proceed at law or in equity to collect such sums from the Developer.

4. Maintenance of Escrow Balance. The Developer hereby agrees that the Township is not required to act upon a written request for full or partial release of the Performance Bond or Substitute Financial Security if the Developer has not maintained the required balance in the Security Deposit for professional fees.

5. Partial Releases of Escrow Balance. As the work of installing the Common Site Improvements proceeds, the Developer may request the Township to release or authorize the release, from time to time, of such portions of the Performance Bond or Substitute Financial Security necessary for payment to contractors performing the work. Such requests shall be in

writing to the Township, The Township shall have 45 days from receipt of such request within which to allow the Township Engineer to certify in writing to the Township that such portion of work on the Common Site Improvements has been completed in accordance with the Site Plans and to approve the request. Prior to the final request to release the remaining Performance Bond or Substitute Financial Security, Developer shall submit to the Township certified as built plans of all the Common Site Improvements.

VI. PERMITS.

1. Recording of Site Plans a Prerequisite. Developer agrees that permits shall not be requested from or issued by the Township until the Record Plans are signed, acknowledged, and filed of record in the Office of the Recorder of Deeds of Montgomery County, Pennsylvania. The recording shall be at the expense of Developer.

2. Street Opening and Grading Permits. Developer shall obtain Street Opening and Grading Permits as necessary from Upper Dublin Township prior to starting work.

3. PennDot Highway Occupancy Permit. Developer shall obtain a "Highway Occupancy Permit" from the Pennsylvania Department of Transportation prior to starting work on any state highway. In the event that revisions to the Site Plans are required by the Pennsylvania Department of Transportation that will affect the previous approval of the Township, the Site Plans shall be revised and resubmitted to the Township for approval.

4. National Pollutant Discharge Elimination System (NPDES) Permit. Developer shall obtain a "National Pollutant Discharge Elimination System (NPDES) General Permit" from the Pennsylvania Department of Environmental Protection ("PaDEP") for the Project.

5. U.S. Army Corps of Engineers and Pa DEP Permits. Developer shall obtain all

necessary permits from the U.S. Army Corps of Engineers and Pa DEP for the preservation of Loch Linden Lake in accordance with the Site Plans.

VII. DEDICATION AND MAINTENANCE.

1. Dedication of Street Improvements. Streets and related improvements will not be dedicated to the Township, but will be maintained pursuant to that certain Declaration of Covenants, Restrictions and Easements (the “Declaration”) that provides for, *inter alia*, the maintenance and upkeep of the Stormwater Management Facilities, parking areas, sidewalks, open space areas, public access easements and any and all other common and limited common areas and facilities on the Site. The Developer shall record the Declaration contemporaneously with the recordation of this Agreement. The Township shall have the right to enforce this obligation. No change or amendment to the maintenance obligations in the Declaration shall be made without the Township’s prior approval.

2. Stormwater Management Facilities. Township and Developer agree no infiltration, retention and/or detention basins or other Stormwater Management Facilities shall be dedicated to the Township, and the Township shall have no duty or obligation to maintain or repair such infiltration, retention and/or detention basins or other Stormwater Management Facilities. The obligation to maintain and repair such infiltration, retention and/or detention basin or other Stormwater Management Facilities shall be provided for in the Declaration in perpetuity by means of a covenant running with the land obligating the party responsible to mow the grass or other vegetation within the limits of the same and not to obstruct, alter or destroy such infiltration, retention and/or detention basin or other Stormwater Management Facilities. The Declaration shall further provide for the maintenance, repair and replacement of such infiltration, retention and/or

detention basin or other Stormwater Management Facilities in perpetuity. The Developer shall record the Declaration contemporaneously with the recordation of this Agreement. The Township shall have the right to enforce this obligation. No change or amendment to the maintenance obligations shall be made without the Township's prior approval.

3. Open Space Facilities. The Developer will provide for the maintenance of the open space and common area shown on the Site Plans. The open space and common area will not be dedicated to the Township but will be maintained in perpetuity pursuant to the Declaration. The Township shall have the right to enforce this obligation. No change or amendment to the maintenance obligations shall be made without the Township's prior approval.

VIII. CONTRIBUTIONS/FEES FOR PUBLIC FACILITIES

1. Traffic Signal Installation. Developer shall notify the Township within thirty (30) days of full occupancy of the 104 residential units, full occupancy of the 250 independent senior living apartments and full employment and staffing achieved at the senior living apartment complex. Within ninety (90) days of concurrence by the Township, Developer will obtain two (2) separate weekday traffic counts limited to a Tuesday, Wednesday or Thursday which satisfy PennDOT requirements for a Traffic Signal Warrant Analysis at the future entrance to the Project from Bethlehem Pike at Mattison Avenue and at Bethlehem Pike and Lindenwold Terrace. Developer will prepare a Traffic Signal Warrant Analysis for the two intersections listed above and will use the higher of the two traffic counts as the basis for the analysis. If PennDOT authorizes issuance of a permit for traffic signalization at the future entrance to the Project from Bethlehem Pike at Mattison Avenue and/or at Bethlehem Pike and Lindenwold Terrace, the Developer shall fund design and construction as required by a new Traffic Signal Permit plan to be approved by

PennDOT.

2. Preservation Alliance of Greater Philadelphia. Developer shall provide a one time donation to the Preservation Alliance of Greater Philadelphia in the amount of One Hundred Twenty Thousand Dollars and No Cents (\$120,000.00), within sixty (60) days of the date of execution of this Agreement, for oversight of the initial restoration and ongoing maintenance of the castle and other historic assets on the Site.

IX. MISCELLANEOUS PROVISIONS.

1. Notification of Address Change of Developer. Developer covenants to notify Township in writing by certified mail of any change of Developer's address from that noted in the Preamble hereto. Developer agrees that a notice of any kind or nature, relating to this Agreement or the Codes applicable to this Project, mailed to the Developer at the above stated address (or in the event the Township receives the aforesaid notice of change of address, then mailed to such changed address) shall be valid and effective for all purposes.

2. Charges to Purchasers. The Developer agrees that the cost of the Common Site Improvements required by the Site Plans or this Agreement, together with any other payment or contribution provided for herein, shall not be a direct charge on the purchaser or purchasers of any lot of the aforesaid subdivision plan.

3. Zoning Approval. The Developer agrees that the approval herein requested shall be subject to the conditions and privileges of the approval of the Site Plans by the Board of Commissioners of Upper Dublin Township. In addition, should any portion of the Site Plans violate the Upper Dublin Zoning Code, approval must be sought from the Upper Dublin Zoning Hearing Board or the Upper Dublin Board of Commissioners, as applicable. To the extent their

approval is required, Developer agrees to be bound by any conditions imposed with the grant of such approval. It is further expressly understood and agreed that nothing contained herein shall be construed to waive or affect or alter any requirements of the zoning or other codes of the Township, and nothing contained herein empowers the Zoning Officer or Building Inspector or Township Engineer or any other Township officer or employee to waive any requirements of the Zoning or Building Code or any Township Code, Regulation or Resolution.

4. Covenant Running With the Land. The Developer for itself, its successors and assigns, by execution of this Agreement does agree with the Township, its successors and assigns, that the obligations undertaken herein by the Developer shall be covenants running with the land and that in any Deed of conveyance of the said Site or any part thereof to any person or persons, said obligations shall be incorporated by reference to this Agreement in the record thereof or as fully as the same are contained herein. Pursuant thereto, it is agreed by the parties hereto that this Agreement, shall be recorded in the office of the Recorder of Deeds at Norristown, Montgomery County, Pennsylvania (the "Recorder Office"). This provision is not to be interpreted as applicable to a third party who has purchased an individual lot, improved with a structure which has been granted a use and occupancy permit, in the Project, in an arm's length transaction for valuable consideration. Notwithstanding the foregoing, this Agreement shall have no further force and effect at such time that the Developer's obligation to investigate and, if required, install additional traffic signals for the Project in accordance with Article VIII, Section 1 has been satisfied. At any time thereafter, the Developer may request that the Township record a termination of this Agreement in the Recorder's Office to evidence the termination although this shall not be necessary for the termination to be effective.

5. Additional Documents. The Developer covenants to execute, acknowledge, and deliver any documents necessary, or appropriate, in the opinion of the Township Solicitor, to carry out the terms of this Agreement.

6. Indemnity. Developer shall, at all times, indemnify and hold Township and its agents harmless from any and all claims, suits, demands, legal expenses, judgments or liabilities which any property owner may bring against Township or against the Township officials, employees and agents for any conditions occurring on their property, caused or alleged to be caused by conditions arising from the development of the Site, such conditions including, but not limited to drainage water, mud, dirt or dust.

7. Default. In the event that the Developer shall breach this Agreement in any way or in the event that the Developer shall cease to pay bills of the Township, the Township may declare this Agreement to be in default upon thirty (30) days written notice to both DVD and SB (the "Default Notice"). DVD, as Developer, shall have thirty (30) days from receipt of the written notice from the Township to cure such breach, or, in the event such breach cannot be cured within thirty (30) days then DVD shall have commenced the corrective work required to cure the breach within thirty (30) days and diligently pursue the completion of the same (collectively, the "DVD Cure Period"). If DVD shall fail to cure the breach of this Agreement within the DVD Cure Period, the Township shall provide written notice of such failure to cure the breach to both DVD and SB (the "Failure to Cure Notice"). SB may, at its option, provide the Township with its intent to serve as Developer under this Agreement and cure such breach within thirty (30) days from receipt of the Failure to Cure Notice, or, in the event such breach cannot be cured within thirty (30) days from receipt of the Failure to Cure Notice, then SB shall have commenced the corrective work within thirty (30) days

from receipt of the Failure to Cure Notice and is diligently pursuing the completion of the same (collectively, the “SB Cure Period”). In the event that SB has notified the Township of its election to serve as Developer in accordance with Article IX, Section 7 of this Agreement, then the Township may forego any notice and cure period required to be provided to DVD. If the breach has not been cured after the expiration of the SB Cure Period, then the Township may enter into possession of the Site and complete the said work with its own men, or by others with or without competitive bidding, and the full cost of so doing will be the measure of damages to said failure on the part of the Developer.

No notice of an event of default shall be required if such event of default creates an emergency which poses an imminent threat to the health, safety and welfare of the community. In such instance, the Township shall have the right, but not the obligation, to enter the Site and take such reasonable precautions to ensure the health, safety and welfare of the community. Once the Site has been secured, control of the Site shall be returned to the Developer and the Township may, in addition to all other remedies, recover from the Developer its costs associated with said event of default.

In the event of default and after written notice and the expiration of any applicable cure periods, in addition to all other remedies, the Township may suspend or revoke any permits heretofore issued for the Common Site Improvements and/or refuse to issue any further permits for the Common Site Improvements in accordance with the Pennsylvania Uniform Construction Code, the Pennsylvania Municipalities Code and/or Chapter 73 of the Upper Dublin Township Code of Ordinances, as applicable.

8. SB as Developer. In the event that SB has elected to serve as Developer under this

Agreement, it shall (i) deliver written notice of such election to DVD, the Township and Developers Surety and Indemnity Company, as surety under the Performance Bond Agreement as provided in the Performance Bond Agreement for Land Development; and (ii) post substitute financial security with the Township in accordance with and subject to the terms of the Performance Bond Agreement to guarantee the completion of the remaining Common Site Improvements (the “Substitute Financial Security”). Upon delivery of said notice and posting of the Substitute Financial Security, SB shall be recognized as the sole Developer under this Agreement and shall subject to all of the rights and obligations of the Developer under this Agreement, including but not limited to, the obligation to complete the Common Site Improvements in accordance with this Agreement and the right to seek the release of portions of the Substitute Financial Security to make payment to contractors.

9. Successors and Assigns. This Agreement extends to and binds Developer and Owner, their successors and assigns, and the Township of Upper Dublin, its successors and assigns.

Developer will not sell, assign or transfer in whole or in part, any right, power or privilege under this Agreement without the prior written consent of the Township. No such sale, assignment or transfer shall in any way relieve Developer of responsibility for completion of the Common Site Improvements in accordance with the terms of this Agreement nor affect in any way the rights of the Township under the Performance Bond Agreement executed contemporaneously herewith. Notwithstanding the foregoing, nothing in this Section shall prohibit SB from acting as Developer in accordance with the provisions of this Agreement.

All purchasers, tenants, or mortgagees of all or any part(s) of the Project shall meet and observe the conditions and undertakings of this Agreement to be met or observed by Developer as

they apply to the portion of the Project in question, and be subject to the Codes, Resolutions and Regulations of the Township. This provision is not to be interpreted as applicable to a third party who has purchased an individual lot, improved with a structure which has been granted a use and occupancy permit, in the Project, in an arm's length transaction for valuable consideration.

Signature page follows

IN WITNESS WHEREOF, the said parties have caused their hands and corporate seals to be hereto affixed, duly attested by their proper officers, the day and year first above written.

ATTEST: *witness*

MATTISON DEVELOPMENT, LLC

Kathleen A. Elliott
Secretary

By: 
Kenneth Goldberg
President

ATTEST:

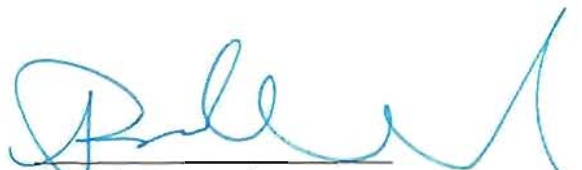
SBLP UPPER DUBLIN, LLC

Secretary

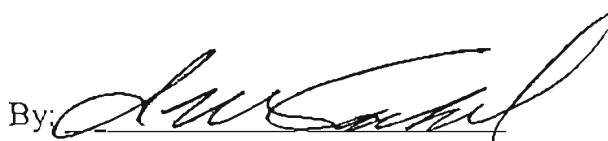
By: _____
Joel P. Sherman
Vice President

ATTEST:

COMMISSIONERS OF UPPER
DUBLIN TOWNSHIP



Paul A. Leonard
Township Manager

By: 

Ira S. Tackel
President

IN WITNESS WHEREOF, the said parties have caused their hands and corporate seals to be hereto affixed, duly attested by their proper officers, the day and year first above written.

ATTEST:

MATTISON DEVELOPMENT, LLC

Secretary

By: _____
Kenneth Goldberg
President

ATTEST:

SBLP UPPER DUBLIN, LLC

Secretary

Joseph P. McGonigle
Joseph P. McGonigle
VP, Secretary

By: _____
Joel P. Sherman
Vice President

ATTEST:

COMMISSIONERS OF UPPER
DUBLIN TOWNSHIP

Paul A. Leonard
Township Manager

By: _____
Ira S. Tackel
President

COMMONWEALTH OF PENNSYLVANIA :

SS.

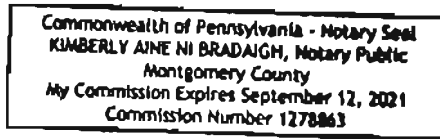
COUNTY OF *Montgomery*

ACKNOWLEDGMENT

On this, the *16th* day of *JULY*, 2019, before me the undersigned officer, personally appeared *Kenneth Goldberg* KENNETH GOLDBERG, who acknowledged that he is the President of Mattison Development, LLC, and that he as such President, being authorized to do so, executed the foregoing Development Agreement for the purposes therein contained and desires the same might be recorded as such.

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

Kimberly Aine Ni Bradaigh
Notary Public



STATE OF TEXAS

SS.

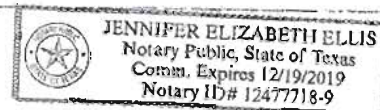
COUNTY OF DALLAS

ACKNOWLEDGMENT

On this, the ^{16th} day of ^{January}, 2019, before me the undersigned officer, personally appeared Joel P. Sherman, who acknowledged that he is the Vice President of SBLP Upper Dublin, LLC, and that he as such Vice President, being authorized to do so, executed the foregoing Developer's Agreement for the purposes therein contained and desires the same might be recorded as such.

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


Notary Public



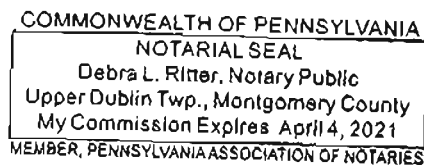
COMMONWEALTH OF PENNSYLVANIA :
: SS
COUNTY OF MONTGOMERY :

On this the 14th day of January, 2019, before me, a Notary Public in and for the Commonwealth of Pennsylvania, the undersigned officer, personally appeared Ira S. Tackel, who acknowledged himself to be the President of the Upper Dublin Township Board of Commissioners, a first-class township, and that he as such President, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the Township by himself as President.

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



Notary Public



**COMMON DEVELOPMENT AGREEMENT
BETWEEN**

MATTISON DEVELOPMENT, LLC

AND

SBLP UPPER DUBLIN, LLC

AND

TOWNSHIP OF UPPER DUBLIN

**FOR A DEVELOPMENT KNOWN AS
MATTISON ESTATES**

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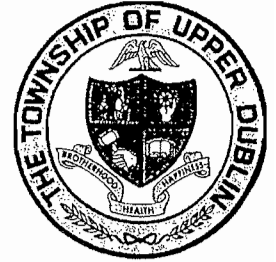
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EXHIBIT "A"

Conditional Use Decision – May 9, 2017

Upper Dublin

801 LOCH ALSH AVENUE
FORT WASHINGTON, PA 19034-1697
Phone: (215) 643-1600
Fax: (215) 542-0797
www.upperdublin.net



IRA S. TACKEL
President

May 10, 2017

RONALD P. FELDMAN
Vice President

SHARON L. DAMSKER

REBECCA A. GUSHUE

LIZ FERRY

ROBERT H. MCGUCKIN

GARY SCARPELLO

PAUL A. LEONARD
Township Manager

GILBERT P. HIGH, JR.
Solicitor

Lindenwold Residential Associates, LLC
630 Sentry Parkway
Suite 300
Blue Bell, PA 19422

Re: 701 S. Bethlehem Pike
Parcel No. 54-00-02290-005
Upper Dublin Township
Application No. 2167
Conditional Use Decision

Dear Lindenwold Residential Associates, LLC:

Enclosed please find a copy of the Findings of Fact, Conclusions of Law and Decision with respect to the Conditional Use Decision of the Board of Commissioners on May 9, 2017 on the Conditional Use Application for the above referenced property. The decision includes 32 conditions to the approval.

If Lindenwold Residential Associates LLC disagrees with this Findings of Fact, Conclusions of Law and Decision in any way, there is a strict time limit of THIRTY (30) days from the date of the MAILING of this decision within which to take an appeal of the Findings of Fact, Conclusions of Law and Decision, including any of its conditions, to the Court of Common Pleas of Montgomery County, Pennsylvania.

Very truly yours,

Paul A. Leonard
Township Manager

Enclosure

cc: Richard McBride, Esq. (w/enc.)
Gilbert P. High, Esq. (w/enc.)
David Brooman, Esq. (w/enc.) ✓
R. Barton (w/enc.)
T. Fountain (w/enc.)
Michael Cover (w/enc.)

BEFORE THE BOARD OF COMMISSIONERS
OF UPPER DUBLIN TOWNSHIP

FINDINGS OF FACT, CONCLUSIONS OF LAW AND DECISION

IN RE: Application for Conditional Use
of Lindenwold Residential Associates, LLC.

Property: 701 South Bethlehem Pike
Application No: 2167

I. INTRODUCTION

An application for conditional use was heard before the Board of Commissioners of Upper Dublin Township (the "Board") on February 21, 2017, and April 18, 2017, after proper advertisement and other required public notice. The applicant, Lindenwold Residential Associates, LLC ("LRA"), seeks conditional use approval for a mixed use residential-historic district development pursuant to the provisions of the Upper Dublin Township Code, Chapter 255, Article XXXVII, Sections 255-281 -- 255.286.

The applicant seeks to develop 45.523 acres located at 701 South Bethlehem Pike. The property is located at the intersection of Bethlehem Pike and Lindenwold Terrace and has approximately 1,300 feet of frontage on Bethlehem Pike. The property is commonly known as "Lindenwold" and/or "St. Mary's Villa for Children." The property was the former estate of Dr. Richard Vanselous Mattison (1851-1936). Dr. Mattison was co-owner of Keasbey & Mattison (K&M) Company of Ambler, one of the largest pharmaceutical and later, asbestos manufacturing companies in the world in the late Nineteenth and early Twentieth centuries.

The property was purchased by Dr. Mattison in 1888 and in 1912 he constructed the mansion which currently exists at the property to resemble Windsor Castle in England (the "castle"). The residential portion of his estate contained approximately 76 acres, including the castle, a carriage

house, two gate houses, a boat house, a sunken garden, a gazebo and lake called Loch Linden, a dam, formal gardens, numerous statuary, decorative wrought iron gates and a stone wall along Bethlehem Pike and Lindenwold Terrace.

Lindenwold was sold to the Sisters of the Holy Family of Nazareth, the present owners, in January 1936, to be used as an orphanage. The facility eventually became a home for abused and neglected children until it closed in June 2016. The property is currently under agreement of sale with LRA. The property is bordered by residential developments to the north, south and east, and Bethlehem Pike to the west.

The property is a Class 2 Historic Resource pursuant to Chapter 127 of the Township Code, and has been determined eligible for inclusion on the National Register of Historic Places by the Pennsylvania Historical and Museum Commission. The property's significant historic resources include:

- Sunken Garden
- Loch Linden Lake and Gazebo
- Gatehouse and Entry at Lindenwold Terrace
- Main Entryway with Fountain and Statuary
- Gatehouse and Entry at Bethlehem Pike
- Formal Gardens
- Stone Walls along Bethlehem Pike and Lindenwold Terrace
- Statuary and Fountains throughout the grounds including a statute in Loch Linden Lake
- Springhouse
- Iron Gates

- Castle

It is the intent of the Mixed Use Residential-Historic District to provide for the preservation of meaningful, historic buildings, structures and features on the property proposed for mixed use residential development by the establishment of reasonable zoning standards to promote the desirable benefits which follow the development of a mixed use residential community, which will preserve as part of the community, significant historical buildings, structures and features.

II. THE CONDITIONAL USE APPLICATION

The applicant has proposed a mixed use residential development consisting of thirty-two (32) single family attached twins (“carriage homes”), seventy-two (72) single family attached townhouses (“townhomes”), and a two hundred and fifty (250) dwelling unit senior independent living campus. The senior independent living campus is proposed to be located to the rear of the castle with structured indoor parking for residents. The senior independent living campus is set back on the site to preserve the architecturally significant viewshed from Bethlehem Pike. The carriage homes are located along Bethlehem Pike and Lindenwold Terrace. The townhomes are located internal to the site along the entrance road and internal roadways. The senior independent living campus, carriage homes and townhomes each have incorporated architectural details and materials consistent with the castle, gatehouses and other architecturally significant features of the property.

Submitted with the application was an historic resource inventory and historic preservation plan for the castle, gazebo, entrances, gatehouses, formal garden, site perimeter wall and pre-1936 statuary. The application included a proposed Declaration of Reciprocal Easements and Restrictions between LRA, future owner of the senior independent living campus,

and Dublin Villa Development, LLC, (“DVD”), future owner of the residential parcels for the carriage homes and townhomes.¹ All financial responsibilities of LRA and DVD is to be split forty-five percent (45%) by LRA and fifty-five percent (55%) by DVD.

Also submitted with the application was a proposed preservation easement between LRA and a nonprofit charitable organization to be designated by Upper Dublin Township. Finally, the applicant submitted a stream restoration plan to address a failed dam on the property, the rechanneling of Honey Run Creek and the establishment of a 1 to 2 acre lake, fed by channelized storm drainage from the Lake Drive development, with associated wetlands, perennial wildflowers and wetland indigenous plants.

Based on agency, township staff and township professional consultant reviews, the application was amended in several significant respects, including retention of a portion of Loch Linden Lake; the extent of restoration and rehabilitation, as those terms are defined by the U.S. Secretary of Interior and National Park Service, of the castle and other historic assets; traffic improvements; and, the future uses of the castle.

III. THE CONDITIONAL USE HEARING

The applicant called six witnesses during the two nights of hearings to present the conditional use plan and respond to questions from the Board of Commissioners and Township staff. Eric Britz, P.E. and Project Manager, Bohler Engineering, presented the civil engineering aspects of the application, and the site plan in particular. (2/21/2017 N.T., Pgs. 30-64). Mr. Britz

¹ It is recognized by the Township that the ultimate Ownership of the residential parcels, castle, gatehouses, senior independent living complex and open space will be successors or assigns of LRA and DVD. The ultimate ownership of the subdivided property, buildings, other structures, statuary and fixtures, is subject to the review and final approval of the Board of Commissioners.

testified as to the site plans' compliance with the development regulations found at Sections 255-284 and 255-285. Mr. Britz was recognized as an expert in the field of civil engineering and the Board finds his testimony credible.

John R. Wichner, P.E. and Senior Project Manager, McMahon Engineering, presented the results of the applicant's Transportation Impact Study, the offsite traffic impacts and mitigation measures, ingress to and egress from the development, and internal traffic circulation. (2/21/2017 N.T., Pgs. 64-117). Mr. Wichner testified regarding the revisions made to the Transportation Impact Study as a result of comments and consultation with the Township's traffic consultant, Jack R. Smyth, Jr., P.E., Boles, Smyth Associates, Inc. ("Boles Smyth"), the Montgomery County Planning Commission ("MCPC"), the Pennsylvania Department of Transportation ("PennDOT"), Ambler Borough, and the Township Engineer.

Mr. Wichner opined that the conditional use plan met the requirements of Section 255-282.E.3-8, and that the off site traffic improvements would mitigate any traffic related impacts. The applicant has agreed to prepare a post development traffic study and to install traffic signalization if warranted. Mr. Wichner was recognized as an expert in transportation engineering and the Board finds his testimony credible.

Thomas R. Johnson, Jr., Skelly & Loy, Engineering Environmental Consulting ("Skelly & Loy") presented the stream re-channelization plan and the evaluation of that plan as a result of comments from the Township Engineer and F.X. Browne, Ph.D, P.E., F.X. Browne, Inc., Engineers – Planners Scientists ("F.X. Browne"), an expert retained by the Township to review and comment on the stream restoration plan and the Loch Linden Lake design. (2/21/2017 N.T., Pgs. 144-206; 4/18/2017 N.T., Pgs. 8-38). The applicant has applied to the Pennsylvania Department of Environmental Protection ("PaDEP") and the U.S. Army Corps of Engineers

("USACE") to remove the existing dam structure, re-channelize Honey Run Creek and re-configure Loch Linden Lake and associated wetlands. Final design of the lake will be submitted with the subdivision/land development application and is subject to final permitting from Pa DEP. Mr. Johnson was recognized as an expert in regulatory biology as it relates to Clean Water Act permitting and licensing, and environmental restoration design and aqua systems. The Board finds Mr. Johnson's testimony to be credible.

Kelly Cook Andress, President and Founder of Sage Senior Living ("Sage"), described the elements and uses of the senior independent living complex. (2/21/2017, N.T. Pgs. 118-144). Sage has been identified by the applicant to be the operator of the senior independent living complex. Ms. Andress has a 27 year background in independent and assisted living retirement communities as a former Vice President of Finance and Development for Sunrise Retirement Communities. Ms. Andress has personally developed over 20 such communities, and Sage currently operates six communities, three in Pennsylvania and three in Maryland.

Ms. Andress described the amenities, services and activities offered to residents, the planned accessory uses, including memory care, the number of employees, and transportation services for residents. Finally, Ms. Andress expressed her commitment to work with the Township and its consultants during subdivision/land development plan review to finalize plans to rehabilitate the castle and interior spaces to appropriate re-use.

John H. Cluver, AIA, LEED AP, is a Partner and Director of Historic Preservation at Voith & Mactavish Architects, LLP. Mr. Cluver was recognized as an expert in historic preservation. Mr. Cluver prepared the historic resource inventory and the historic preservation plan. Mr. Cluver described the elements of the historic preservation plan, and consultation with the Township consultants, John R. Gibbons, AIA/AICP, Laura Ahramjian, AICP and Philip E.

Scott, RA, KSK Architects Planners Historians, Inc. ("KSK"). (4/18/2017) N.T. Pgs. 40-76). A significant portion of Mr. Cluver's testimony was in response to questions from the Board of Commissioners and Township staff clarifying the extent of restoration and/or rehabilitation of each historic asset, as those terms are defined by the U.S. Department of the Interior and the National Park Service, and the financial mechanisms in place to ensure both the initial restoration and/or rehabilitation, and future maintenance. The Board finds Mr. Cluver's testimony to be credible.

Len Poncia, Aquinas Realty, was present throughout the course of the hearings and testified on behalf of the applicant. (4/18/2017, N.T., Pg. 75). LRA is the equitable owner of the property. LRA works in coordination with Guidi Homes and the Goldenberg Group joint venture, DVD, on all aspects of the development. Mr. Poncia, on behalf of the applicant, adopted as his own testimony certain promises and representations made by counsel for the applicant, in the areas of historic preservation, stream restoration, specific future uses of the castle, and specific elements of the senior independent living complex and its operation.

Public comment was accepted by the Board at both nights of hearings on the conditional use application. (2/21/2017 N.T., Pgs. 206-256; 4/18/2017, N.T., Pgs. 76-158). A majority of the public comments concerned the impact the development would have on the Lake Drive community and the Villa Drive residents bordering the property. No one entered their appearance as a party to the conditional use proceeding. (2/21/2017 N.T., Pg. 11; 4/18/2017, N.T. Pg. 76). The Board did take the public comments into consideration in rendering this decision.

The conditional use application received positive recommendations from the Township Planning Commission and Montgomery County Planning Commission. Their review letters and recommendations also were taken into consideration by the Board in rendering this decision.

IV. FINDINGS OF FACT

A. Public Notice.

1. Notice of the conditional use hearing was published in The Ambler Gazette on February 5 and 12, 2017 and on April 2 and 9, 2017 (Exhibit T-1, T-37).

2. Notice of the conditional use hearing was posted on the property beginning February 7, 2017 (Exhibit T-2).

3. The conditional use hearing was held on February 21, 2017, March 14, 2017 (continued with the applicant's permission and an extension of time due to inclement weather), and April 18, 2017 (N.T. 2/21/2017 and 4/18/2017, and Exhibit T-38).

B. The Conditional Use Application.

4. The applicant submitted with the conditional use application an eight sheet plan set prepared by Bohler Engineering, dated September 11, 2015, consisting of:

- (1) Coversheet
- (2) Site Plan
- (3) Existing Conditions/Natural Resources Plan
- (4) Open Space Plan
- (5) Grading Plan
- (6) Utility Plan
- (7) Tree Removal Plan
- (8) Landscape Plan

(Exhibit T-3).

5. The conditional use application, as originally submitted, was deemed incomplete.

6. The conditional use application was resubmitted, including the eight plan set, on October 14, 2016. (Exhibit T-3). The plans were revised as a result of comments from the Township zoning officer, Township engineer, the Montgomery County Planning Commission and the Township's professional consultants (Traffic: Jack R. Smyth, Jr., P.E., Boles, Smyth Associates, Inc. ("Boles, Smyth"); Historic Preservation: John R. Gibbons, AIA/AICP, Laura Ahramjian, AICP and Philip E. Scott, RA, KSK Architect Planners Historians, Inc. ("KSK"); Lake and Stream Restoration: F.X. Browne, Inc. ("F.X. Browne"); and, Landscaping: Richard Collier, Jr., AICP, ASLA, Land Concepts Group, LLC ("Land Concepts")).

7. On January 11, 2017, the applicant submitted a revised historic preservation plan prepared by Bohler Engineering with an historic preservation plan key. (Exhibit A-6).

8. The applicant also submitted with the conditional use application, and revised as a result of comments from Township staff and Township professional consultants, reports required by Section 255-286, including:

(a) Transportation Impact Study prepared by McMahon Associates (revised as a result of comments from Boles, Smyth) (Exhibits T-3, T-5 and T-14).

(b) Fiscal Impact Assessment of proposed redevelopment of St. Mary's Villa – Revised Development Program, prepared by Urban Partners, November, 2016, revised February, 2017 (Exhibits T-28, A-2).

(c) Historic Resource Inventory consisting of a site plan, sketch floor plans for the castle and photos of historic resources keyed to the site plan and sketches, prepared by Voith & Mactavish Architects, LLP (Exhibit T-34).

- (d) Historic Resources Preservation Plan Narrative (revised to reflect the comments of KSK), last revised February 20, 2017 (Exhibits T-32, T-35 and T-36).
- (e) Three unit townhouse renderings and conceptual townhouse elevations prepared by Kimmel Bogrette Architecture and Site, dated November 10, 2016 (Exhibit T-22).
- (f) Two unit carriage home renderings and conceptual carriage home elevations prepared by Kimmel Bogrette Architecture and Site, dated November 10, 2016 (Exhibit T-21).
- (g) Streetscape exhibits prepared by Boehler Engineering dated November 10, 2016 (Exhibits T-21 and T-22).
- (h) St. Mary's Villa, Model A front elevation, prepared by Mark Stanish Architects, dated November 29, 2016 and St. Mary's Villa, Model A street view prepared by Mark Stanish Architects, dated November 29, 2016.
- (i) Carriage home and townhome "Option A" architectural renderings prepared by Michael H. Visich Architect Planners.
- (j) Landscaped Perspective Main Entrance architectural rendering prepared by Charles H. Gale, Jr., Gale Nurseries, Inc., dated October 20, 2015 (Exhibits A-7 and A-8).
- (k) Draft Declaration of Reciprocal Easement and Restrictions, by and between Lindenwold Residential Associates, LLC and Dublin Villa Development LLC (Exhibit T-3).

(l) Draft St. Mary's Villa Preservation Easement by and between Lindenwold Residential Associates, LLC and a nonprofit charitable corporation designated by Upper Dublin Township, with appendices A through C, dated October 18, 2016 (Exhibit T-3).

(m) St. Mary's Villa Stream Restoration Plan set prepared by Skelly and Loy, Inc. Engineers-Consultants, dated April 13, 2016, last revised April 5, 2017 (revised to reflect the comments of F.X. Browne) (Exhibits T-3, T-39 to T-43, inclusive, and A-11).

(n) Amendments to the St. Mary's Villa Historic Preservation Plan prepared by Voith & Mactavish Architects, LLP, in response to comments from KSK, dated April 17, 2017 (Exhibits T-36, A-17).

C. Compliance with the Mixed Use Residential-Historic District Regulations.

9. The proposed uses are among the uses permitted in Section 255-282.

10. The applicant has proposed a minimum of three of the permitted residential uses as required by Section 255-284.B.1.

11. The applicant has proposed a senior independent living campus consistent with Section 255-282.D. and Section 255-283.

12. The senior independent living campus constitutes seventy percent (70%) of the total units as required by Section 255-284.B.2.

13. Kelly Cook Andress, President and founder of Sage Senior Living, testified on behalf of the applicant and described the proposed senior independent living campus operation.

(2/21/2007 N.T., Pgs. 118-143)

14. Sage Senior Living has been identified as the operator of the senior independent living campus.
15. The senior independent living campus will be limited to residents 55 years of age and over.
16. The minimum senior living unit size for the senior independent living campus is equal to or greater than five hundred (500) square feet for a single resident unit and greater than or equal to seven hundred (700) square feet for a two resident unit.
17. Not more than sixty percent (60%) of the units in the senior independent living campus will be available for double occupancy.
18. No more than two residents will reside in any dwelling unit, plus one caregiver (if desired).
19. The individual dwelling units at the senior independent living complex will have accessory uses and supportive social residential services including dining facilities, housekeeping, medical and support services, security and twenty-four hour monitoring, an emergency call system, recreational facilities including a fitness center, wellness promotion, exercise programs, transportation, educational and special events, laundry services and social and recreational programs.
20. The senior independent living campus will include accessory uses appropriate for allowing independent older adults to age in place.
21. The senior independent living campus will have approximately ninety (90) employees, on three shifts, over a twenty-four (24) hour period.

22. The senior independent living campus will not have skilled nursing, but will have medical and support services, a dedicated medical and support area, and an assisted living and memory care wing.

23. The senior independent living campus operator will provide van service to take its residents to shopping venues, the downtown Ambler commercial district, SEPTA, and other destinations within a four (4) mile radius of the property.

24. The castle building will be part of the senior independent living campus and initially utilized for professional offices by LRA, as well as the sales center for the townhome/carriage home community.

25. As the townhome/carriage home community homeowners association forms, and the dwelling units are occupied, a portion of the castle building will be set aside for use as a meeting room for the use of the HOA.

26. The senior independent living campus operator will maintain administrative offices in the castle building so that there will be a permanent user in place to monitor the historic asset on a daily basis.

27. The senior independent living complex buildings will be designed and equipped with all required fire suppression, protection and alarm facilities and mechanisms.

28. Eric A. Britz, P.E., testified on behalf of the applicant in the area of civil engineering, and the site plan's compliance with the requirements of the Section 255-284 and 255-285. (2/21/2017 N.T., Pgs. 30-64)

29. The senior independent living campus buildings will not exceed the height of the castle. (Exhibit A-5).

30. The carriage homes, townhomes, and senior independent living campus comply with the building height restrictions of Section 255-284.F.

31. The property exceeds forty (40) acres with a minimum width of eight hundred (800) feet along Bethlehem Pike.

32. The building layout complies with the required perimeter setbacks set forth in Section 255-284.E.

33. Total impervious surface for the development is 38.1%.

34. The minimum overall yard setbacks, building setbacks, and setback from the castle comply with Section 255-284.E.

35. The minimum building setbacks, minimum building separation for the carriage homes and townhomes, buffering and screening comply with Section 255-285.

36. The building height of the carriage homes, townhomes and the senior independent living campus comply with Section 255-284.F.

37. Parking for the senior independent living campus, carriage homes and townhomes complies with Section 255-284.G.

38. The senior independent living campus has a maximum density of fourteen (14) units per acre; the carriage homes and townhomes have a maximum density of five (5) units per acre.

39. The townhomes are 2 and 3 unit townhome buildings with a maximum building length of 160 feet.

40. Areas of the property which constitute steep slopes under the Township Code will remain undisturbed.

41. The applicant submitted confirmation from the servicing water and sewer authorities that adequate capacity is available.

42. The applicant submitted, with the conditional use application, a preliminary stormwater management design and best management practices which proposes underground infiltration beds as the primary stormwater management facility.

43. Post development conditions will not exceed pre-development conditions in terms of the rate of runoff.

44. Thomas R. Johnson, Jr. testified on behalf of the applicant, and described the details of the stream restoration plan and measures that will be taken to preserve a two acre lake in the location of the existing Loch Linden Lake. (2/21/2017 N.T., Pgs. 144-206, 4/18/2017 N.T. Pgs. 8-38).

45. The applicant submitted plans and Pennsylvania Department of Environmental Protection ("PA DEP") permit application materials indicating its intent to remove the existing dam at the east end of the property which has been the basis for concern by PA DEP and the Township.

46. The applicant has proposed to rechannel Honey Run Creek to the satisfaction of the Township, the PA DEP and the USACE.

47. Loch Linden Lake will be reconstructed to a maximum depth of six (6) feet, gradually reducing in depth to a minimum depth of three (3) feet, with an impermeable clay liner at the bottom to retain water, and with associated wetlands, wetland vegetation, and other indigenous plantings. (Exhibits A-11, T-41, 42, 43; see also, Exhibits A-12 to A-15, inclusive).

48. The plans and studies submitted with the conditional use application, together with the testimony of the applicant during the conditional use hearing, demonstrate the absence of any significant adverse ecological or environmental impact to existing natural resources.

49. The perimeter of the site will be extensively landscaped and will have significant buffer areas to adequately screen and protect adjoining neighborhoods from any undue glare, noise or other impacts. (Exhibit A-8).

50. The applicant has proposed walking paths for the general public accessible from Bethlehem Pike and Lindenwold Terrace. Future walking trails include a connection to Loch Alsh Avenue.

51. The applicant has proposed that 19.76 acres (or 44.3% of the property) remain open space.

52. There will be no significant impact in regard to the provision of police and fire protection.

53. John R. Wichner, P.E., presented the Transportation Impact Study, and described the offsite traffic impacts and mitigation measures, ingress and egress from the development, and internal circulation. (2/21/2017 N.T., Pgs. 64-17).

54. The primary entrance to the development will be off Bethlehem Pike, across from Mattison Avenue. Ingress only access driveways will be located on Lindenwold Drive/Cedar Road and on Bethlehem Pike, across from Church Road, south of the main entrance to the development.

55. All interior roads and drives will be owned and maintained by the homeowner association(s), formed to include the single family residential units, and the owner/operator of the senior independent living campus.

56. The internal roads for the development comply with the requirements of Section 255-284.E.4-8.

57. There are no interconnecting roads or direct impacts to surrounding neighborhoods.

58. The applicant has agreed to prepare a post development traffic study and to install traffic signalization if warranted.

59. John H. Cluver, AIA, LEED AP, testified on behalf of the applicant and described the historical assets located at the site and measures taken by the applicant to maintain the historic viewshed of the castle from Bethlehem Pike, the planned restoration and/or rehabilitation of certain historic assets, and the mechanism to ensure perpetual maintenance of the historic assets. (Exhibits A-5, T-31-T-36, inclusive).

60. The architectural design, bulk, spacing, height, setbacks, building materials, and building articulation comply with the Declaration of Covenants and Restrictions dated November 21, 2014, specifically the “Architectural Design, Development and Building Standards and Guidelines for the Rehabilitation and Preservation of Historic Buildings, Structures and Features – St. Mary’s Villa Property,” found at attachments B, C and D.

61. The applicant has committed to implement the Historic Preservation Plan, as amended, and to provide financial assurance for the initial restoration and rehabilitation, and a funding mechanism for future maintenance.

V. CONCLUSIONS OF LAW

1. The conditional use application as presented by the applicant at the conditional use hearings, conforms to the application requirements of the mixed use residential-historic district, Township Code, Chapter 255, Article XXXVII.

2. The mixed use residential-historic development is compatible with existing and proposed land uses adjacent to the property.
3. The impact on existing floodplains, waterways, wetlands, steep slopes and other sensitive natural features has been minimized to the maximum extent possible.
4. The regional transportation system can efficiently and safely handle the traffic generated by the proposed development.
5. The proposed development will not have a significant impact on public utilities, including water, sewer and storm drainage.
6. The proposed development will not have an adverse impact on police and fire protection.
7. The property contains a significant number of historic buildings, structures, statuary and other elements of vintage character and age to warrant the grant of conditional use approval.
8. The proposed restoration and rehabilitation, and future maintenance, of the historic buildings, structures, statuary and other features will preserve the distinguishing qualities and the character of the historic resources and cultural landscape.
9. The dwelling site layout, design, and implementation of buffering, landscaping, lighting, internal circulation, access and traffic management, parking, fencing and other land development features will preserve the integrity of the historic resources.
10. The proposed development will not have a significant adverse impact upon the surrounding neighborhoods.
11. The applicant has established, by credible evidence, that the proposed uses of the property complies with the declaration of legislative intent, Section 255-281 .

12. The applicant has established, by credible evidence, that the proposed uses of the property complies with Sections 255-282 and 255-283.

13. The applicant has demonstrated, by credible evidence, that the site plan complies with Sections 255-284 and 255-285.

14. The applicant has established, by credible evidence, that the proposed uses of the property will preserve the environmental and physical assets of the neighborhood, including but not limited to, parking, traffic, movement, noise, landscaping buffering, stormwater and lighting.

15. The applicant has established, by credible evidence, that the proposed use will be properly serviced by all existing public service systems.

16. The applicant has established, by credible evidence, that the uses of the property will make accommodation for traffic generated by the proposed use.

17. The applicant has established, by credible evidence, that the proposed uses have been designed in accordance with the Township Code with regard to internal traffic circulation, parking, buffering, grading, stormwater management, erosion control and all other elements of proper land planning.

18. The mixed use residential historic development will not adversely affect the health, safety and welfare of the neighborhood and community.

VI. DECISION AND CONDITIONAL USE APPROVAL

And now this 9th day of May, 2017, upon consideration of the testimony, exhibits, plans and representations made at the conditional use hearing held February 21, 2017 and April 18, 2017, the application of Lindenwold Residential Associates, LLC for conditional use approval for a Mixed Use Residential--Historic District development at the property located at 701 South Bethlehem Pike, Upper Dublin Township, is GRANTED subject to the following conditions:

1. The testimony, exhibits, plans and representations made at the hearing are incorporated herein by reference and form the basis for this decision. No deviation therefrom shall be permitted without further approval by the Township.

2. The applicant shall apply for and receive subdivision and/or land development approval for the development. Such plans shall conform to the plans upon which the conditional use has been granted, these conditions and the requirements of the Township Code, including Chapter 212, Subdivision and Land Development. This grant of conditional use shall expire one (1) year from the date of this decision unless a subdivision and/or land development application is filed with the Township in the interim.

3. The applicant shall submit with the subdivision and/or land development application a Phase I Environmental Site Assessment Update in compliance with the U.S Environmental Protection Agency's All Appropriate Inquiry regulations.

4. The applicant shall restore and/or rehabilitate, and maintain, the Historic Resources at the property consistent with the Historic Preservation Plan prepared by Voith & Mactavish Architects LLP, dated February 20, 2017 (Exhibit T-35), as amended.

5. The applicant shall amend the Historic Preservation Plan to conform to Voith & Mactavish Architects LLP's April 17, 2017 letter (responding to Philip E. Scott,, RA KSK's review letter dated April 12, 2017) (Exhibit T-36), subject to the approval of the Township and the Township Engineer. In addition, as part of the subdivision and/or land development application, the applicant shall submit a plan from a professional structural engineer for the restoration and maintenance of the perimeter wall along Bethlehem Pike and Lindenwold Terrace.

6. The applicant initially shall utilize the castle building as professional offices for the senior independent living campus, and as a sales center/gathering room for the townhome/carriage home community. As the homeowners association forms, and the dwelling units are occupied, a portion of the castle building shall be used as a meeting room for the use of the homeowners association, and a portion of the castle building shall be used by the senior independent living campus operator for administrative offices.

7. As part of the restoration and/or rehabilitation (as those terms are defined by the U.S. Department of Interior and National Park Service) of the interior spaces of the castle building, the applicant shall preserve the current configuration of the rooms of historic significance, identified in the Historic Resource Inventory and Historic Preservation Plan, to the maximum extent possible, in consultation with the Township.

8. The applicant shall provide reasonable provision for public access for visitation to the castle building at reasonable times, for a reasonable duration, and with reasonable advance notice. The details of this public visitation shall be proposed by the applicant as part of the subdivision and/or land development application.

9. The applicant shall enter into a Deed of Preservation Easement in a form substantially similar to that attached to Philip E. Scott's April 12, 2017 letter (Exhibit T-36), subject to the review and approval of the Township and the Township Solicitor. The detailed plans and specifications, describing the means, methods, techniques and materials for the restoration and/or rehabilitation of the historic assets identified in the Historic Preservation Plan (Exhibit T 32), as amended, consistent with this conditional use approval, shall be submitted with the subdivision and/or land development application.

10. The applicant shall enter into a Declaration of Reciprocal Easements and Restrictions, in a form substantially similar to the Declaration of Reciprocal Easements and Restrictions submitted with the conditional use application, to govern the legal rights and financial responsibilities of the owner(s) of the residential parcels and the owner of the senior independent living campus, including but not limited to the financial responsibility to construct and perpetually maintain the internal roads, stormwater management facilities, trails and sidewalks, the lake, adjacent wetlands and site landscaping, and the financial responsibility to restore and/or rehabilitate and perpetually maintain the historic resources consistent with the Historic Preservation Plan (Exhibit T-35), to the satisfaction of the Township and the Township Solicitor.

11. The estimated cost for the restoration and/or rehabilitation of the castle and other historic assets identified in the Historic Preservation Plan (Exhibit T-35), as amended, shall be supported by bids from reputable contractors, reviewed and approved by the Township Engineer, and shall be secured by a separate cash escrow, letter of credit, or performance bond in concert with execution of a Development Agreement, to be executed as a condition to recording of the final subdivision and/or land development plans.

12. As required by Section 255-286. E., funding for future maintenance of the castle and other historic assets shall be addressed to the reasonable satisfaction of the Township in the Declaration of Reciprocal Easements and Restrictions, or separate declaration or restrictive covenant, binding upon the homeowners association to be established in regard to the for sale townhomes and carriage homes, as well as to be executed by the owner of the senior independent living campus, specifically establishing the ongoing obligations of said parties and the rights of

the Township to enforce the appropriate funding and maintenance as to the castle and other historic assets.

13. The applicant shall assist the Township, prior to the recording of final subdivision/sand development plans, to secure the services of the Preservation Alliance or other suitable charitable organization experienced in matters of oversight for the preservation of historic buildings and other historic assets, and shall provide a fund to the Township or its designee to oversee compliance with the Historic Preservation Easement.

14. The Declaration of Reciprocal Easements and Restrictions and the Deed of Preservation Easement shall each be recorded contemporaneously with the recording of final subdivision and/or land development plans.

15. The applicant shall ensure that the proposed retaining wall that supports the emergency drive at the senior independent living campus is not located in the 100-year floodplain and is otherwise in full compliance with the Township Code, Chapter 255, Article XXII. The applicant shall make best efforts to reduce the height of the wall or redesign the emergency access to the senior independent living campus as part of the submission of a subdivision and/or land development plan, to the satisfaction of the Township Engineer.

16. The applicant shall preserve Loch Linden Lake, consistent with the Skelly and Loy plan titled "St. Mary's Villa Stream Restoration, Restoration Large-Scale Plan," Drawing R-401, dated April 13, 2016, last revised 4/5/2017 (Exhibit T-41), ("Lake Restoration Plan"), subject to the approval of the Township and the Township Engineer. The applicant shall make best efforts to revise the Lake Restoration Plan to provide a supplemental source of water, in addition to the ten (10) acre drainage area, from groundwater, site generated stormwater, or the

Loch Alsh Reservoir, to maintain the water levels shown on the Lake Restoration Plan. Final design of the stream, wetlands, and lake shall be subject to the review and approval of the Township, the U.S. Army Corps of Engineers, and the Pennsylvania Department of Environmental Protection.

17. All residential building components, including but not limited to windows, roof materials, stone/masonry, siding materials, foundation plantings, columns and lighting, shall be substantially consistent with the December 9, 2016 Planning Report prepared by KSK Architects Planners Historians, Inc. (Exhibit T-17), the January 10, 2017 memorandum from The Goldenberg Group (Exhibit 15), and the Architectural Renderings submitted as part of the conditional use application (Exhibits T-21 and T-22), the “St. Mary’s Villa Model A Front Elevation” and “St. Mary’s Villa Model A Street View,” prepared by Mark Stanish Architects, dated 11/29/2016, and the “Option A” Architectural Renderings for the carriage homes and townhomes prepared by Michael H. Visich Architects Planners (undated). Reasonable modifications to address architectural and landscaping refinements shall be permitted.

18. The U.S. Secretary of Interior and National Park Service standards for restoration and rehabilitation of the historic structures, as amended, shall be used as the guideline in carrying out the restoration and/or rehabilitation of the gazebo, castle, and two gatehouses. Any additions and/or expansions to the castle and/or gatehouses shall be sited to the rear of the building being restored or rehabilitated.

19. Applicant shall apply to the Pennsylvania Department of Transportation for a highway occupancy permit for the proposed development, incorporating the traffic improvements identified in the Transportation Impact Study and the February 16, 2017

McMahon Transportation Engineers & Planners letter to Jack Smyth, Jr., P.E., Boles, Smyth Associates, Inc.

20. Applicant shall prepare a post development traffic study after construction of the development and at least 90% occupancy at the development. If adequate justification exists to install a traffic signal at the intersection of Bethlehem Pike and Mattison Avenue and/or at the intersection of Bethlehem Pike and Lindenwold Terrace, and the Pennsylvania Department of Transportation approves the design, the applicant shall install approved period style traffic signals(s) at its sole cost and expense. (Exhibit T-5).

21. Applicant shall provide unrestricted pedestrian access to the general public from Loch Alsh Avenue through the development to Lindenwold Terrace/Cedar Road and to Bethlehem Pike.

22. Sidewalk shall be constructed along the site side of Bethlehem Pike, on the Bethlehem Pike side of the existing perimeter wall, subject to review and approval of the Township Engineer and the Pennsylvania Department of Transportation.

23. The internal roads, sidewalks and trails of the development shall be open to the public. The sidewalks leading to the primary entrance to the development, and continuing north along the internal drive closest to Bethlehem Pike, shall continue north through the existing wrought iron gate to the intersection of Bethlehem Pike and Lindenwold Terrace. A trail from the Lindenwold Terrace/Cedar Road entrance to the development, extending through the open space at the rear of the development along Loch Linden Lake over to Loch Alsh Avenue shall be designed and submitted to the Township with the subdivision and/or land development application.

24. The internal roads and drives, sidewalks and trails, stormwater management facilities, including infiltration basins and rain gardens, and Loch Linden Lake and its associated wetlands, shall be owned and maintained by the homeowners association(s) and the senior independent living campus operator pursuant to the terms and conditions of the Declaration of Reciprocal Easements and Restrictions and/or other declaration or form of restrictive covenant.

25. Trash and recycling services, and snow and ice removal, shall be the responsibility of the homeowners association(s) and the senior independent living campus operator. The Declaration of Reciprocal Easements and Restrictions and the declaration establishing the homeowners association(s) shall contain a provision stating that any petition to the Township to provide these services or to accept dedication of the internal roads, sidewalks, trails and/or stormwater management facilities at a future date shall require a one hundred percent (100%) vote of the owners of the dwelling units and their mortgage holders.

26. The applicant shall pay to the Township an open space fee in the amount of \$1,500 for each of the 354 proposed dwelling units, for a total open space fee of Five Hundred Thirty One Thousand Dollars and No Cents (\$531,000.00), in compliance with Township Code, Chapter 110-13(d). The fees shall be paid at the time the applicant applies for a building permit for a dwelling unit.

27. No fencing or accessory structure, in the nature of a deck, patio, porch, Jacuzzi/spa, sitting wall or fence, may encroach greater than 20 feet from a dwelling unit into any required perimeter setback from either Bethlehem Pike or Lindenwold Terrace/Cedar Road. No shed of any nature may be placed within that 20 foot setback encroachment. No fence placed within the 20 foot setback encroachment, which is parallel to the rear of a dwelling unit, shall

exceed the height of 48 inches, nor may any such fence extending out from and as a divider between units exceed six feet in height.

28. The senior independent living campus dwelling units shall be private and occupied by residents that are 55 years of age or over, with accessory uses and supportive social residential services including dining, housekeeping, medical and support services, security and 24-hour monitoring, an emergency call system, as well as recreational facilities which may include amenities such as a fitness center, wellness promotion, exercise programs, educational and special events, laundry services and social and recreational programs, together with accessory uses appropriate for allowing independent older adults to age in place.

29. Each dwelling unit of the senior independent living campus shall contain a fully private bathroom (including toilet, bathtub and/or shower and vanity/sink), personal closet space, emergency call systems, lockable entry doors accessible by master key or similar system available at all times in the senior independent living campus residences and for designated staff, and pre-wiring for private telephone, internet and television reception.

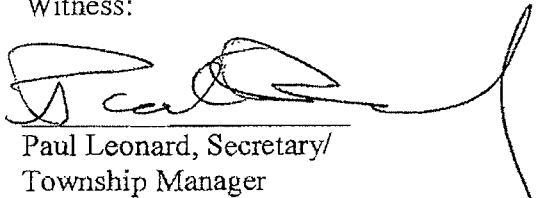
30. No less than 80 square feet of floor area per dwelling unit on the senior independent living campus shall be provided for community common areas for dining, active and passive recreation, circulation, and socialization, exclusive of hallways and passageways and inclusive of common areas designated in the castle building and areas contiguous to the castle building and the senior independent living campus.

31. A dining area or areas shall be provided in the senior independent living campus, together with a private dining room available for the use by residents and their families and guests for private entertaining.

32. The applicant shall propose with the submission of a subdivision and/or land development plan application a shuttle transportation service plan for residents of the senior independent living campus.

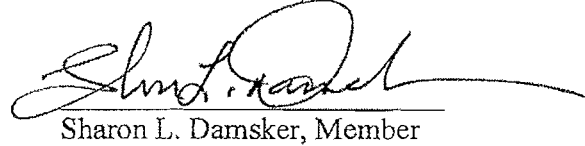
If you or anyone else present at the hearing(s) and entering their appearance, disagree with this Findings of Fact, Conclusions of Law and Decision in any way, there is a strict time limit of THIRTY (30) days from the date of the MAILING of this Findings of Fact, Conclusions of Law and Decision within which to take an appeal of this Findings of Fact, Conclusions of Law and Decision to the Court of Common Pleas of Montgomery County, Pennsylvania.

Witness:

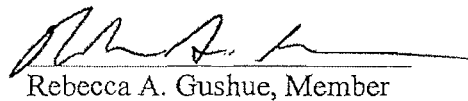

Paul Leonard, Secretary/
Township Manager

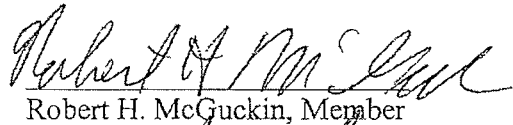
Ira S. Tackel, President


Ronald P. Feldman, Vice-President


Sharon L. Damsker, Member

Liz Ferry, Member


Rebecca A. Gushue, Member


Robert H. McGuckin, Member

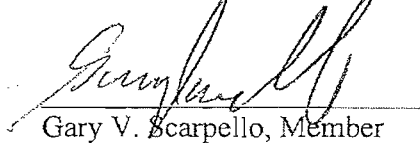

Gary V. Scarpello, Member

EXHIBIT "B"

Approval Resolution

UPPER DUBLIN TOWNSHIP
BOARD OF COMMISSIONERS
MONTGOMERY COUNTY, PA

RESOLUTION NO. 18- 2273

LAND DEVELOPMENT APPLICATION NO. U.D. 16-06 FOR
PRELIMINARY/FINAL LAND DEVELOPMENT APPROVAL
FOR THE DEVELOPMENT KNOWN AS THE "MATTISON ESTATE"
(701 SOUTH BETHLEHEM PIKE)

WHEREAS, Lindenwold Residential Associates, LLC ("Developer") is the equitable owner of a 45.523 acre tract of land located at 701 South Bethlehem Pike, Upper Dublin Township, Montgomery County, Pennsylvania, at the intersection of South Bethlehem Pike and Lindenwold Terrace, with approximately 1300 feet of frontage on Bethlehem Pike, tax parcel numbers 54-00-02290-005 and 54-00-06163-002 (the "Property"); and,

WHEREAS, the Property is subject to a Declaration of Covenants and Restrictions dated November 21, 2014, recorded in the Montgomery County Recorder of Deeds at Deed Book 5937, page 01405, which Declaration, *inter alia*, sets forth specific restrictions and specific obligations with regard to future development of the Property with regard to the significant historic assets located at the Property (except as modified by a final Preservation Easement defined below), and is incorporated herein by reference and expressly made a part hereof; and,

WHEREAS, Developer has proposed a mixed use development for the Property known as "The Mattison Estate" pursuant to the provisions of the MRH Mixed Use Residential-Historic

District consisting of 32 twin homes, 72 townhomes and 250 independent senior living apartments with structured parking and associated amenities (the "Project"); and,

WHEREAS, Developer submitted a preliminary/final land development plan for the Project prepared by Bohler Engineering PA, LLC, Inc. dated April 28, 2016, last revised on November 21, 2017, sheet nos. 1 through 88, said plans hereinafter referred to as the "Plans," which Plans are incorporated herein by reference and expressly made a part hereof; and,

WHEREAS, Developer submitted a subdivision plan prepared by Bohler Engineering, Inc. dated January 9, 2018, last revised January 23, 2018, which subdivision plan divides the property into five (5) parcels: parcel 1, a 34.891 acre parcel to be conveyed to Dublin Villa Development, LLC ("DVD") for development of the 32 twin homes and 72 townhouse units; parcel 2, a 7.910 acre parcel to be conveyed to SBLP Upper Dublin L.L.C. ("SB") for development of the 250 independent senior living apartments with structured parking and associated amenities; parcel 3, a 1.131 acre parcel consisting of the historic castle known as the Mattison Estate; parcel 4, a 0.217 acre parcel consisting of the historic Bethlehem Pike Gatehouse; and parcel 5, a 0.473 acre parcel consisting of the historic Cedar Road Gatehouse; and,

WHEREAS, Developer submitted in furtherance of its application a Transportation Impact Study prepared by McMahon Associates, Inc. dated November, 2014, last revised July, 2017, ("Traffic Report"), a Roadway Drainage Report dated July 2017 and a Pennsylvania Department of Transportation Highway Occupancy Permit Application, last revised November 13, 2017, which Reports and application are incorporated by reference and expressly made a part hereof; and,

WHEREAS, Developer submitted in furtherance of its application a draft Declaration of Reciprocal Easements and Restrictions governing the rights and responsibilities of the Developer, DVD and SB (“Declaration”) (a copy of said Declaration is attached hereto as Exhibit “A”, incorporated by reference and expressly made a part hereof); and,

WHEREAS, Developer also submitted in furtherance of its application a draft Deed of Preservation Easement for the Castle at Mattison Estate/St. Mary’s Villa and other Historic Assets (including the Castle, the stone entrances, the iron gates, the perimeter stone walls, the lake and retaining walls, the gazebo, site statuary and the springhouse ruins), with preliminary exhibits setting forth the plans and specifications for the initial restoration of the Castle and other Historic Assets, future restoration and permitted future alterations for the Castle, and minimum maintenance requirements for the Castle and other Historic Assets (“Preservation Easement”) (a copy of the draft Preservation Easement is attached hereto as Exhibit “B”, incorporated by reference and expressly made a part hereof); and,

WHEREAS, the Board of Commissioners on May 9, 2017, granted Conditional Use approval for a mixed use residential-historic district development, pursuant to the provisions of the Upper Dublin Township Code, Chapter 255, Article XXXVII, §§ 255-281 – 255.286 (a copy of the Conditional Use approval dated May 9, 2017, is attached hereto as Exhibit “C,” incorporated by reference and expressly made a part hereof); and,

WHEREAS, the Developer desires to obtain preliminary/final land development approval of the Plans from Upper Dublin Township in accordance with Section 508 of the Pennsylvania Municipalities Planning Code, 53 P.S. §10508.

NOW, THEREFORE, be it resolved, that Upper Dublin Township hereby grants preliminary/final approval of the land development as shown on the Plans and described in the Reports subject, however, to the following conditions:

1. The WHEREAS clauses are incorporated by reference as if fully set forth herein.

2. The development shall be constructed in strict accordance with the Plans, except as modified pursuant to paragraphs 14-16 below, the Plan notes and details, the Reports, the terms and conditions of this Resolution and the terms and conditions of a Land Development Agreement in a form to be approved by the Township Solicitor and entered into prior to recording of the Plans.

3. Developer, DVD and SB shall enter into a Post Construction Stormwater Management and Best Management Practices Operations and Maintenance Agreement in a form to be approved by the Township Solicitor and entered into prior to recording of the Plans.

4. Developer shall provide financial security in a form acceptable to the Township Solicitor and in an amount to be agreed upon by the Township Engineer for the infrastructure improvements, erosion and sedimentation control, stormwater management, lighting and landscaping shown on the Plans.

5. All utilities serving the structures proposed to be built on the Property shall be placed underground.

6. Developer shall obtain a final highway occupancy permit from the Pennsylvania Department of Transportation (“PennDOT”), modified to incorporate the October 3, 2017 review letter and December 7, 2017 email comments of the Township’s

traffic engineer, Jack Smyth, Jr., P.E., Boles Smyth Associates, Inc., and provide such financial escrows for the traffic improvements as required by PennDOT, subject to the review and approval of the Township Engineer.

7. Developer shall enter into a final Preservation Easement, and finalize the initial restoration plans for the Castle and the other Historic Assets identified therein, within sixty (60) days of the date of this Resolution, subject to the review and approval of the Preservation Alliance for Greater Philadelphia, KSK Engineers, Inc. and the Township.

8. Developer shall complete the initial restoration of the Castle and other Historic Assets in accordance with the Preservation Easement within eighteen (18) months of the date of execution of the Development Agreement. Prior to or contemporaneous with the execution of the Land Development Agreement and posting of required financial security with Upper Dublin Township to assure proper installation of site improvements, a separate financial security agreement shall be entered into with the Township in an amount necessary to complete the initial restoration of the Castle and other Historic Assets in accordance with bona fide bids furnished to and approved by The Preservation Alliance of Greater Philadelphia, KSK Engineers, Inc. and the Township.

9. Developer shall enter into separate Preservation and Façade Easements for the historic Cedar Road Gatehouse and the historic Bethlehem Pike Gatehouse with the Preservation Alliance of Greater Philadelphia prior to execution of the Development Agreement, subject to review and approval by the Township Engineer and Township Solicitor.

10. There shall be no additions to the historic Cedar Road Gatehouse or the historic Bethlehem Pike Gatehouse, and no accessory uses in the rear or side yards such as

decks, sheds, swimming pools or detached garages, without application to and approval by the Township and compliance with all applicable Township Codes and the applicable Preservation and Façade Easement.

11. Developer shall provide a one time donation to the Preservation Alliance of Greater Philadelphia in the amount of One Hundred and Twenty Thousand Dollars (\$120,000.00), within sixty (60) days of the date of execution of the Development Agreement, for oversight of the initial restoration of the Castle and other Historic Assets and the required on-going maintenance of the Castle and other Historic Assets.

12. Developer shall obtain approval from the Federal Emergency Management Agency of a Letter of Map Amendment and submit a revised Flood Insurance Rate Map for the Property to the Township prior to the start of construction.

13. Developer shall obtain all permits and approvals necessary for the St. Mary's Villa lake reduction and stream restoration consistent with the Memoranda of Agreement between the United States Army Corp of Engineers ("US COE") and the Pennsylvania Historic Preservation Officer, pursuant to 36 C.F.R. §§ 800.6(b)(1) and 33 C.F.R., Part 325, Appendix C, and pursuant to permits issued by the US COE and the Pennsylvania Department of Environmental Protection ("PA DEP"), subject to review and approval by the Township Engineer and by the Preservation Alliance of Greater Philadelphia.

14. Developer shall modify the Plans to conform to the Township Engineer's review letter dated October 20, 2017.

15. Developer shall modify the landscape plan for the development, sheets 46-56 of 88 of the Plans, to incorporate the review letter of the Township's landscape consultant, Land Concepts, Inc., dated November 1, 2017.

16. Developer shall modify the lighting plan for the development, sheets 48 and 57-63 of 88 of the Plans, to incorporate the review comments of the Township's lighting consultant, Stubbe Consulting, LLC, dated October 20, 2017.

17. Developer shall enter into a contract with the Bucks County Water and Sewer Authority to supply sanitary sewer service to the development.

18. Developer shall enter into a contract with Ambler Borough Water Department to provide water service to the development.

19. Developer shall comply with the terms and conditions of the conditional use decision granted by the Board of Commissioners on May 9, 2017.

20. Developer shall provide to the Township Engineer for his approval the legal descriptions for the easements prior to the Plans being recorded.

21. Developer shall offer in recordable form, subject to the approval of the Township's Solicitor, the final Declaration governing the rights and responsibilities of the Developer, DVD and SB, prior to the Plans being recorded.

22. The Developer, DVD and SB, and any homeowners association subsequently formed by DVD, shall provide for the perpetual maintenance of the open space, the trails, roadways, rights of way, all retaining walls, street lights, the curbs, the stormwater management facilities, the lake and stream. All roadways in the development shall be undedicated and the Developer, DVD and SB, including any subsequently formed homeowners association, shall be responsible for providing services in the nature of but not

limited to: snow and ice removal, street and driveway maintenance, trail and sidewalk maintenance, recycling, street lighting, stormwater management maintenance, Post Construction Stormwater Management BMPs maintenance and trash removal, it being understood that Upper Dublin Township will not be providing municipal services in the nature of these services to be provided by the Developer, DVD, SB and any subsequently formed homeowners association.

23. Developer shall pay to the Township an open space fee in the amount of \$1,500.00 for each of the 354 proposed dwelling units, for a total open space fee of Five Hundred Thirty One Thousand Dollars and No Cents (\$531,000.00), in compliance with Township Code, Chapter 110-13(d). The fees shall be paid at the time the Developer, DVD or SB applies for a building permit for a dwelling unit(s).

24. Developer shall notify the Township within thirty (30) days of full occupancy of the 104 residential units, full occupancy of the 250 independent senior living apartments and full employment and staffing achieved at the senior living apartment complex. Within ninety (90) days of concurrence by the Township, Developer will obtain two (2) separate weekday traffic counts limited to a Tuesday, Wednesday or Thursday which satisfy PennDOT requirements for a Traffic Signal Warrant Analysis at the future entrance to the development from Bethlehem Pike at Mattison Avenue and at Bethlehem Pike and Lindenwold Terrace. Developer will prepare a Traffic Signal Warrant Analysis for the two intersections listed above and will use the higher of the two traffic counts as the basis for the analysis. If PennDOT authorizes issuance of a permit for traffic signalization at the future entrance to the development from Bethlehem Pike at Mattison Avenue and/or

at Bethlehem Pike and Lindenwold Terrace, the Developer shall fund design and construction as required by a new Traffic Signal Permit plan to be approved by PennDOT.

25. Developer shall obtain a permit or other approval from the Montgomery County Conservation District for the erosion and sedimentation control plan, stormwater management facilities and post construction stormwater management plan prior to the start of construction.

26. The Developer has requested 27 waivers of the Subdivision and Land Development Ordinance ("SALDO") and other Township Ordinances. The requested waivers are hereby granted or granted with conditions, as follows:

- (a) A waiver from section 99-17.D.(1) to 72% disturbance of existing 10-15% slopes in accordance with state erosion and sedimentation pollution control standards in lieu of the maximum permitted disturbance of 40%.
- (b) A waiver from section 99-17.D.(2) to 70% disturbance of existing 15-25% slopes in accordance with state erosion and sedimentation pollution control standards in lieu of the maximum permitted disturbance of 30%.
- (c) A waiver from section 99-17.D.(3) to 42% disturbance of existing 25% or greater slopes in accordance with state erosion and sedimentation pollution control standards in lieu of the maximum permitted disturbance of 15%.
- (d) A waiver from section 158-14.D.(3).(d) and 158-14.D.(3).(e) to permit site lighting as proposed by the lighting plan to remain on after 11pm in hours of darkness (but controlled by photocell or other automatic switching) for safe pedestrian and vehicular circulation throughout the residential

development and independent senior living facility given varying shift changes, visitation, and emergency needs, subject to review and adjustment by the Township after one full year of operation at full capacity.

- (e) A partial waiver from section 206-31.J to permit disturbance of the small pocket of the riparian corridor district limited to the area identified as being within 1 ft. above the 100-year water surface elevation as identified in the site-specific flood study prepared by Skelly & Loy, Inc. This waiver is limited to the area which is beyond 50 ft. from the top of bank and outside of the 100-year floodplain, and is created due to a small depression in the ground adjacent to the stream.
- (f) A waiver from section 206-35.F. to permit the below-grade detention facilities to count towards the water quality requirement in a similar manner detailed in the PADEP BMP Manual.
- (g) A waiver from section 206-36.B. to permit BMPs to retain runoff for a 72 hour period in lieu of the maximum permitted 48 hour period and to allow a factor of safety of 2 in lieu of the required factor of safety of 3, in compliance with the PADEP BMP Manual.
- (h) A partial waiver from section 206-103.B(1) to permit stormwater pipe sizes of fifteen (15) inches, in lieu of the minimum permitted eighteen (18) inches, to provide for clearance between proposed stormwater and sanitary pipes, as specifically identified in the Storm Sewer Profile Plans.

- (i) A partial waiver from section 206-103.B(3) to permit stormwater junctions to match inverts in lieu of the required 2 inch drop within storm structures in an effort to provide adequate pipe cover over the affected portion of the conveyance system, provided all stormwater junctions are constructed in accordance with PennDOT requirements and the Storm Sewer Profile Plans.
- (j) A waiver from section 206-103.B.(11) to permit standard PennDOT inlets at sump conditions provided adequate conveyance is achieved under actual conditions as predicted in the stormwater calculations.
- (k) A partial waiver from section 206-103.B.(13) to permit less than 2 ft. of cover over stormwater pipe provided a minimum of 1 ft. of cover is achieved in these locations in accordance with manufacturer specifications and subject to approval of the Township Engineer.
- (l) A partial waiver from section 206-103.F(1) to permit inlets to be placed at the curved portion of curbs in cases in which the curb radii is large enough to accommodate a short straight section of inlet; provided, however, the partial waiver is not applicable at the base of ADA ramps.
- (m) A waiver from section 212-8 to allow for no dedication of right-of-way along the frontages of the Property; provided Developer grants the Township an easement between the legal and ultimate right of ways for access, inspection and maintenance.
- (n) A waiver from section 212-14.J to allow for no dedication of right-of-way along the frontage of the Property; provided the Developer grants the

Township an easement between the legal and ultimate right of ways for access, inspection and maintenance.

- (o) A partial waiver from section 212.15.A.9 to permit site features within the required sight triangles at the main site access drive along Bethlehem Pike to preserve historic features within the areas of the sight triangles that would otherwise be required at this access drive. In lieu of sight triangles, the access driveway is designed in consideration of sight distances in accordance with PennDOT rules and regulations.
- (p) A waiver from section 212-15.B to allow for no dedication of right-of-way along the frontages of the Property; provided the Developer grants the Township an easement between the legal and ultimate right of ways for access, inspection and maintenance.
- (q) A waiver from section 212-16.A(2) to permit the Lindenwold Terrace one-way site access driveway to be 12 ft. wide and the Bethlehem Pike one-way site access driveway to be 14 ft. wide in lieu of the minimum required 18 ft. wide access driveway to preserve the existing perimeter historic walls located at both entrances.
- (r) A waiver from section 212-17.B to permit perpendicular parking along the private streets not separated from the cartway by a minimum of 7 feet in an effort to minimize impervious coverage on site and maximize landscape buffering capability in these areas.
- (s) A waiver from section 212.17.D to permit parking within 10 feet of the independent senior living facility.

- (t) A waiver from section 212-18 to provide sidewalk on only one side of the internal private streets in an effort to minimize impervious cover
- (u) A waiver from section 212-19 to maintain existing curb along the surrounding roads and/or to only add curb along Bethlehem Pike as required by PennDOT so not to detract from the preservation of the historic district in which this Property lies.
- (v) A partial waiver from section 212-23.A and from section 99-3 to permit the removal of excess topsoil for use by Upper Dublin Township, as directed by Upper Dublin Township.
- (w) A partial waiver from section 212-24.C.4 to allow for twin/townhome roof runoff to discharge to grade via downspouts yet ultimately flow through the conveyance system to infiltration facilities on the Property. As proposed by the Plans, the waiver is also to allow roof runoff from the independent senior living campus via conveyance piping direct to the proposed infiltration facilities. This waiver is based on limited infiltration capabilities as found during testing of the site and is granted conditioned on a permit issued by MCCCD, consistent with PA DEP's BMP Manual, and is further conditioned on review and approval by the Township Engineer on a building by building basis.
- (x) A waiver from section 212-32.E(1)(i) to permit the use of the updated tree survey plan in lieu of a schedule to identify existing trees to be removed and existing trees to remain.

- (y) A waiver from section 212.32.F(1)(b)[2] to permit trees as close as 2.5 ft. to the public sidewalk along Road A and between 3 to 8 ft. in some other locations throughout the site in lieu of the minimum required 8 ft. separation.
- (z) A waiver from section 212-32.F.8 to allow for disturbance of the watercourse buffer in two (2) areas: 1) to allow for redevelopment of prior developed/disturbed lands surrounding St. Mary's Lake, technically within the watercourse buffer, given that the disturbance area in question does not drain toward the "waters" associated with the lake (now nor after the stream restoration project) because the area in question technically does not meet the intent of a riparian buffer; and, 2) to fill in a small pocket/void area only defined as buffer due to it being within 1 ft. of the site-specific 100-year flood limits, not within the limits of the 100-year storm.
- (aa) A waiver from section 212-32.H(1) strictly for the ratio at which the trees have been replaced.

27. The independent senior living apartments and associated amenities shall be owned and operated by a for profit entity for a minimum of twenty (20) years, measured from the date of issuance of a certificate of occupancy.

28. The cost of accomplishing, satisfying and meeting all of the terms, conditions and requirements of the Plans, notes to the Plans, traffic improvements, historic preservation requirements, and the Land Development Agreement shall be borne entirely by the Developer and shall be at no cost to the Township.

29. Consistent with Section 509(b) of the Pennsylvania Municipalities Planning Code, 53 P.S. §10509(b) the payment of all applicable fees and the funding of all escrows required by this Resolution and the Land Development Agreement, and as required by the Upper Dublin Township Code, must be accomplished within ninety (90) days from the date of this Resolution unless a written extension is granted by Upper Dublin Township, which extension shall not be unreasonably withheld. Until such time as the applicable fees and contributions have been paid, the escrow is fully funded, the security provided and the Land Development Agreement executed, the final plat or record plan and Declaration 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 conditional preliminary/final land development approval shall expire and be deemed to have been revoked.

Approved by the Board of Commissioners of Upper Dublin Township this 13th day of March, 2018.

UPPER DUBLIN TOWNSHIP

BY:

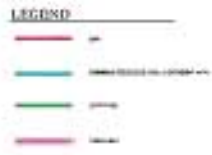

IRA S. TACKEL, President

Attest:


PAUL A. LEONARD, Secretary

EXHIBIT "C"

Common Site Improvements



BOHLER ENGINEERING

100 S. BETHLEHEM PIKE
MONTGOMERY COUNTY, PA 19380
TEL: 610-398-1111
FAX: 610-398-1112
WWW.BOHLERENGINEERING.COM

REVISONS

NO.	DATE	DESCRIPTION	BY

CALL BEFORE YOU DIG

1-800-4-A-DAWG
www.1-800-4-a-dawg.com

WIRING DELIMITATION PLANS

FOR
LINDENWOLD RESIDENTIAL ASSOCIATION, S.C.
THE MATTHEW BREWSTER
 100 S. BETHLEHEM PIKE
 MONTGOMERY COUNTY, PA

BOHLER ENGINEERING

100 S. BETHLEHEM PIKE
 MONTGOMERY COUNTY, PA 19380
 TEL: 610-398-1111
 FAX: 610-398-1112
 WWW.BOHLERENGINEERING.COM

E.A. BRITZ

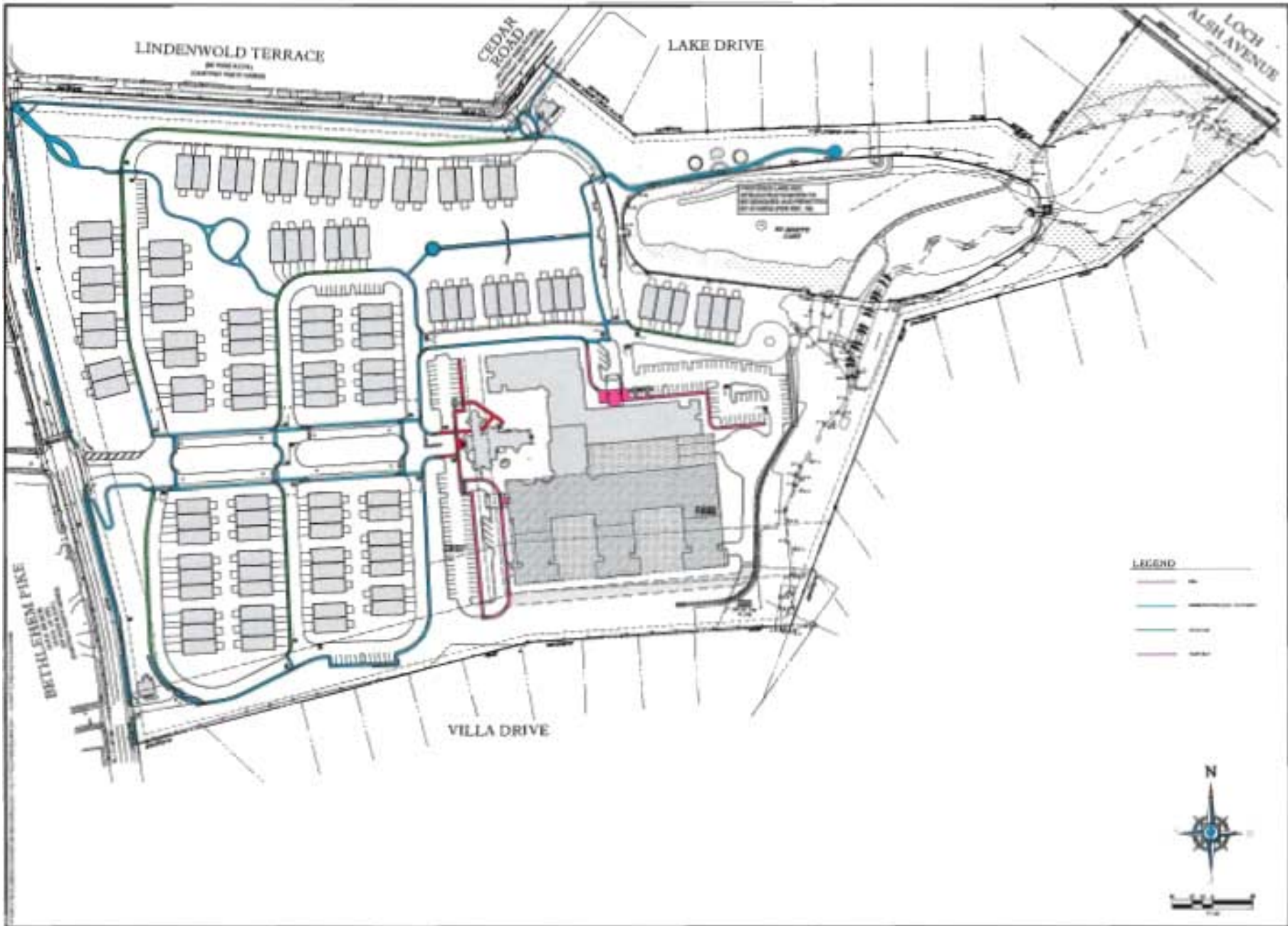
"PROFESSIONAL DESIGNER"
 MONTGOMERY COUNTY, PA

WATER/SEWER

DATE: 11/11/11

2 OF 3

REVISED



BOHLER ENGINEERING

DATE: 08/20/2014
 DRAWN BY: J. BRITZ
 CHECKED BY: J. BRITZ
 PROJECT NO: 14-001

CALL BEFORE YOU DIG

BOHLER ENGINEERING
 100 S. BETHLEHEM PIKE
 SUITE 200
 BETHLEHEM, PA 18015
 TEL: 610-748-1111
 FAX: 610-748-1112
 WWW.BOHLER-PA.COM

WORK DELINEATION PLAN

LINDENWOLD RESIDENTIAL ASSOCIATES, LLC
 101 S. BETHLEHEM PIKE
 LOWER LEVEL IN TOWNSHIP
 NORTHAMPTON COUNTY, PA

BOHLER ENGINEERING

100 S. BETHLEHEM PIKE, SUITE 200
 BETHLEHEM, PENNSYLVANIA 18015
 TEL: 610-748-1111
 FAX: 610-748-1112
 WWW.BOHLER-PA.COM

E.A. BRITZ

PROFESSIONAL ENGINEER
 LICENSE NO. 1000000000000000

PROJECT NO: 14-001

SIDEWALK/WALKING PATHS

3

LEGEND

— Sidewalk

— Walking Path

—

—

—



EXHIBIT "D"

Cost Estimate



UPPER DUBLIN TOWNSHIP

DEVELOPMENT: MATTISON
 ESCROW AGENT:
 TOWNSHIP: UPPER DUBLIN
 OWNER/DEVELOPER:

TOTAL ESCROW AMOUNT: \$9,210,965.00
 PERIOD: SET-UP
 ESCROW RELEASE NO:
 PROJECT # UD 15.011
 AMOUNT THIS RELEASE: \$0.00

ITEM NO.	DESCRIPTION	ORIGINAL AMOUNT			AMOUNT THIS REQUEST		COMPLETED TO DATE		REMAINING TO DATE	
		QUANTITY	UNIT PRICE	TOTAL	TOTAL UNIT	TOTAL \$	TOTAL UNIT	TOTAL \$	TOTAL UNIT	TOTAL \$
1	E&S CONTROLS	1	\$250,000.00	\$250,000.00	0%	\$0.00	0%	\$0.00	100%	\$250,000.00
2	EARTHWORK	1	\$360,000.00	\$360,000.00	0%	\$0.00	0%	\$0.00	100%	\$360,000.00
3	<RESERVED>	1	\$0.00	\$0.00	0%	\$0.00	0%	\$0.00	100%	\$0.00
4	ASBESTOS REMOVAL	1	\$167,950.00	\$167,950.00	0%	\$0.00	0%	\$0.00	100%	\$167,950.00
5	BUILDING DEMO	1	\$432,000.00	\$432,000.00	0%	\$0.00	0%	\$0.00	100%	\$432,000.00
6	UNDERGROUND BASIN	1	\$3,000,000.00	\$3,000,000.00	0%	\$0.00	0%	\$0.00	100%	\$3,000,000.00
7	WATER SYSTEM - Stone Only	1	\$35,444.00	\$35,444.00	0%	\$0.00	0%	\$0.00	100%	\$35,444.00
8	SANITARY SYSTEM - Stone Only	1	\$18,748.00	\$18,748.00	0%	\$0.00	0%	\$0.00	100%	\$18,748.00
9	SIDEWALK	1	\$163,051.00	\$163,051.00	0%	\$0.00	0%	\$0.00	100%	\$163,051.00
10	CURBING	1	\$200,000.00	\$200,000.00	0%	\$0.00	0%	\$0.00	100%	\$200,000.00
11	RETAINING WALLS	1	\$239,980.00	\$239,980.00	0%	\$0.00	0%	\$0.00	100%	\$239,980.00
12	ROADWORK/PAVING	1	\$748,737.00	\$748,737.00	0%	\$0.00	0%	\$0.00	100%	\$748,737.00
13	OFF-SITE IMPROve. - Observe only	1	\$10,000.00	\$10,000.00	0%	\$0.00	0%	\$0.00	100%	\$10,000.00
14	DAM/STREAM	1	\$736,465.00	\$736,465.00	0%	\$0.00	0%	\$0.00	100%	\$736,465.00
15	FENCE AT LAKE	1	\$125,000.00	\$125,000.00	0%	\$0.00	0%	\$0.00	100%	\$125,000.00
16	BLASTING	1	\$247,435.00	\$247,435.00	0%	\$0.00	0%	\$0.00	100%	\$247,435.00
17	LIGHTING	1	\$112,634.00	\$112,634.00	0%	\$0.00	0%	\$0.00	100%	\$112,634.00
18	LANDSCAPING	1	\$507,521.00	\$507,521.00	0%	\$0.00	0%	\$0.00	100%	\$507,521.00
19	HISTORIC	1	\$286,000.00	\$286,000.00	0%	\$0.00	0%	\$0.00	100%	\$286,000.00
20	WALKING PATH	1	\$45,000.00	\$45,000.00	0%	\$0.00	0%	\$0.00	100%	\$45,000.00
21	AS-BUILT PLANS	1	\$120,000.00	\$120,000.00	0%	\$0.00	0%	\$0.00	100%	\$120,000.00
22	ENTRANCE MONUMENT	1	\$65,000.00	\$65,000.00	0%	\$0.00	0%	\$0.00	100%	\$65,000.00
23	<RESERVED>	1	\$0.00	\$0.00	0%	\$0.00	0%	\$0.00	100%	\$0.00
				\$7,870,965.00		\$0.00		\$0.00		\$7,870,965.00
24	ENGINEERING & INSP.	1 LS	\$670,000.00	\$670,000.00	0%	\$0.00	0	\$0.00	100%	\$670,000.00
25	CONTINGENCIES	1 LS	\$670,000.00	\$670,000.00	0%	\$0.00	0	\$0.00	100%	\$670,000.00
	TOTALS:			\$9,210,965.00		\$0.00		\$0.00		\$9,210,965.00

SUMMARY:		CONSTRUCTION ONLY:		ENGINEERING & CONTINGENCIES:	
TOTAL ESCROW	\$9,210,965.00	TOTAL ESCROW	\$7,870,965.00	TOTAL ESCROW	\$1,340,000.00
AMOUNT RELEASED THIS PERIOD	\$0.00	AMOUNT RELEASED THIS PERIOD	\$0.00	AMOUNT RELEASED THIS PERIOD	\$0.00
TOTAL RELEASED TO DATE	\$0.00	TOTAL RELEASED TO DATE	\$0.00	TOTAL RELEASED TO DATE	\$0.00
AMOUNT REMAINING	\$9,210,965.00	AMOUNT REMAINING	\$7,870,965.00	AMOUNT REMAINING	\$1,340,000.00

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TOWNSHIP ENGINEER