

**UPPER DUBLIN TOWNSHIP BOARD OF COMMISSIONERS  
MONTGOMERY COUNTY, PA  
RESOLUTION NO. 17-2259  
LAND DEVELOPMENT APPLICATION U.D. NO. 17-01 FOR PRELIMINARY  
LAND DEVELOPMENT/SUBDIVISION APPROVAL FOR THE MIXED-USE  
DEVELOPMENT KNOWN AS "PROMENADE AT UPPER DUBLIN"**

WHEREAS, BT Dreshertown, LP ("Developer") is the owner of a property located at Welsh & Dreshertown Roads, comprising approximately 25.4 acres of land (the "Property"); and,

WHEREAS, the Property is located in the OC Office Center Zoning District and designed according to the Mixed Use Development standards of Upper Dublin Township Zoning Code, Chapter 255, Sections 255-60.D. and 255-61.1; and,

WHEREAS, the Property will be developed pursuant to Preliminary Land Development Plans prepared by Gilmore & Associates, Inc., dated February 10, 2017, last revised on June 12, 2017, consisting of sheets 1 through 52 (the "Plans"), together with a Post-Construction Stormwater Management Report, prepared by Gilmore & Associates, Inc. dated February 10, 2017, last revised June 12, 2017 (the "Report"), all of which are incorporated herein by reference and expressly made a part hereof (the "Project"); and,

WHEREAS, the Property also will be developed pursuant to the Declaration of Covenants and Restrictions dated December 5, 2016, and the Amendment to Declaration of Covenants and Restrictions dated March 28, 2017 ("Covenants and Restrictions"); and,

WHEREAS, the Board of Commissioners, on June 7, 2017, conducted a hearing on the conditional use application of Developer (In Re: Application for Conditional Use of BT Dreshertown, LP.), and on this date, July 11, 2017, issued its Findings of Fact, Conclusion of Law, and Decision ("Conditional Use Approval"); and,

WHEREAS, the Developer desires to obtain preliminary land development approval of the Plans from the Upper Dublin Township Board of Commissioners in accordance with Section 508 of the Pennsylvania Municipalities Planning Code.

NOW, THEREFORE, be it resolved, that Upper Dublin Township hereby grants preliminary approval of land development application. UD #17-01, as shown on the Plans subject, however, to the following conditions:

1. The WHEREAS clauses are incorporated by reference as if fully set forth herein.
2. The Project shall be constructed in strict accordance with the Plans, the comments and details on the Plans, the Report, the terms and conditions of this Resolution, and the terms and conditions of a Land Development Agreement between the Developer

and the Township, in a form to be approved by the Township Solicitor, and entered into prior to recording of the final plans.

3. The Developer will provide security in a form acceptable to the Township Solicitor, and in an amount to be approved by the Township Engineer, for any improvements or common amenities shown on the Plans and required as a condition for final approval, including but not limited to internal roads, sidewalks, trails, stormwater management facilities, open space, landscaping, lighting, parking and off-site traffic improvements, including the Township inspection of the above, (to the extent such improvements are not separately escrowed by the Pennsylvania Department of Transportation).
4. All newly installed utilities serving the structures proposed to be built on the Property shall be placed underground.
5. The Township hereby approves the following waivers requested by the Developer:
  - a. Waiver from compliance with Code Chapter 206.36.B, which requires 2 feet of clearance from top of storm pipes to top of pavement.
  - b. Waiver from compliance with Chapter 206.103.B, which requires a Factor of Safety of 3 for infiltration of stormwater for underground seepage beds. The applicant requests a waiver to allow a Factor of Safety of 2.
6. The Developer shall comply with all conditions set forth in the review letter of the Township Engineer, Tom Fountain, dated July 6, 2017, except as modified by this Resolution
7. The Developer shall comply with all conditions set forth in the review letter of the Township Lighting Consultant, Stubbe Consulting, dated March 10, 2017, except as modified by this Resolution.
8. No electric vehicle recharging may be used for parking of any vehicle other than an electric vehicle.
9. Any exterior dumpster may only be emptied during the hours of 8 AM-6 PM., Monday through Sunday.
10. An emergency generator must be provided for any common area in all buildings.
11. All frontage improvements along Welsh and Dreshertown Roads contemplated in the Covenants and Restrictions or in the approved plans must be installed and completed prior to the issuance of the first occupancy permit.

12. Developer will work with the Township, as part of the final approval process, as to the sign and lighting standards for the Project regarding size, type, dimension, and lighting of signs, including dimming times and intensities.
13. Developer will provide the identity kiosk sign at Dreshertown and Welsh Roads for Planning Commission review and comment, prior to Final Plan approval.
14. Developer will execute a Cross-easement Agreement for additional overflow parking with BT Dryden to the reasonable satisfaction of Township Solicitor.
15. Developer will execute a Stormwater BMP O&M Agreement/covenant to the satisfaction of Township Solicitor.
16. Developer will execute an Agreement/covenant to repair, replace and maintain any stormwater facility installed in a state highway in furtherance of this Project, abrogating any Township responsibility therefor (unless the Township agrees, in its sole discretion to the payment of a fee for the Township to assume this responsibility), to the reasonable satisfaction of the Township Solicitor.
17. The Developer shall comply with all conditions set forth in the review letter of the Township Fire Services Department, dated March 14, 2017, except as modified herein and/or as modified as part of final land development/subdivision approval.
18. Developer shall provide traffic improvements, as approved by the Township Traffic Engineer, along Dreshertown and Welsh Roads, except as may be modified or superseded by future improvements associated with the development of Lots #1 and #2, a/k/a "BT DRESHERTOWN L.P."
19. Developer shall provide to the Township Engineer for his approval the legal descriptions for the open space areas, easements, rights of way, walking trails and the internal roads prior to the Plans being recorded.
20. The Developer shall offer in recordable form, subject to the approval of the Township Solicitor, a Declaration of Covenants and Restrictions binding itself and all future owners and assigns of the lots and units in the Project (collective the "Owners") to the perpetual maintenance of the neighborhood open space, the trails, roadways, rights-of-way, any retaining walls, streetlights, snow plowing, trash and recycling pickup, the curbs, sidewalks and the stormwater management facilities. In addition, the Owners will be responsible for maintenance and repair of all improvements, both above grade and subsurface, along Dreshertown and Welsh Roads, if said improvements are not maintained by PennDOT. Furthermore, no request or petition may be made to or filed with the Township requesting that the Township undertake, snow removal and ice control, trash removal, recyclable collection, yard waste collection, maintenance of the neighborhood open space, and similar services, or dedication of Stormwater Management Facilities, internal

roadways, sidewalks, neighborhood open space, retaining walls and trails, or other public and residential amenities, unless signed by 100% of the Unit Owners and all Eligible Mortgagees, there being no obligation of the Township to accept any such dedication if offered.

21. All roadways within the Project shall be undedicated, to be owned and maintained individually, jointly and severally by the Owners.
22. The Owners shall be responsible for providing services in the nature of but not limited to: snow removal, street maintenance, trail and sidewalk maintenance, landscaping and tree maintenance, recycling, street lighting, stormwater management and trash removal, it being understood that Upper Dublin Township will not be providing municipal services in the nature of those services to be provided by the Owners.
23. Developer shall construct the buildings, improvements, public and private common areas, facades, exteriors, balconies, windows, generally as depicted on the "Proposed Rendering" plans dated April 13, 2017. No material changes to these renderings can be made unless reviewed and accepted by the Township Engineer.
24. Developer shall make an open space contribution to Upper Dublin Township in the amount of One Thousand, Five Hundred Dollars (\$1,500.00) per home or dwelling unit, as required by Ordinance No. 1111, as adopted by Upper Dublin Township on July 8, 2003, Chapter 110-13(d) of the Township Code. Payment shall be made on a per home/dwelling unit basis, payable to Upper Dublin Township, at the time of Building Permit application.
25. The cost of accomplishing, satisfying and meeting all of the terms, conditions and requirements of the Plans, notes to the Plans and the Land Development Agreement shall be borne entirely by the Developer and shall be at no cost to the Township.
26. The Developer and Property are subject to a recorded Declaration of Covenants and Restrictions, dated December 5, 2016, and the Amendment to Declaration of Covenants and Restrictions dated March 28, 2017, which bind the applicant to, among other things, specific traffic improvements, cash contributions, traffic analyses, trails, overflow parking, and maximum number of residential units.
27. The maximum allowable impervious surface for this Property is 70.0 %.
28. Consistent with Section 509(b) of the Pennsylvania Municipalities Planning Code (as amended), the payment of all applicable fees and the funding of all escrows under the Land Development Agreement, and as required by the Upper Dublin Township Code, must be accomplished within ninety (90) days from the date of the grant of final plan approval, unless a written extension is granted by Upper Dublin Township. 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 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 the grant of final plan approval (or any written extension thereof), this contingent land development approval shall expire and be deemed to have been revoked.

Approved by the Board of Commissioners of Upper Dublin Township this 11<sup>th</sup> day of July, 2017.

UPPER DUBLIN TOWNSHIP

By:



IRA S. TACKEL, President

ATTEST:



PAUL A. LEONARD, Township Manager/Secretary