

ORIGINAL

SPRINGWOOD DEVELOPMENT PARTNERS, L.P. Plaintiff	IN THE COURT OF COMMON PLEAS OF LEBANON COUNTY
v.	NO. 2008-01316
BOARD OF SUPERVISORS OF NORTH CORNWALL TOWNSHIP, MICHAEL "KIP" KELLY, MARY JANE SMITH, V. RITA GOE, CAROLYN TOBIAS, WALTER HOUTZ AND FRANCIS ARNOLD Defendants	CIVIL ACTION

PROTHONOTARY OFFICE
LEBANON, PA
2010 AUG - 2 P 12:08
ENTERED & FILED

CONSENT DECREE

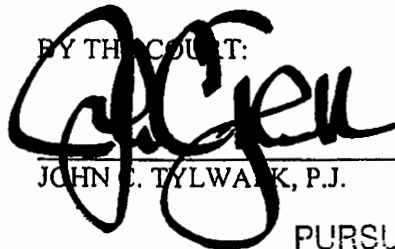
AND NOW, this 2nd day of August, 2010, upon consideration of the Joint Motion For Entry of Consent Decree filed by Plaintiff Springwood Development Partners, L.P. and Defendant Board of Supervisors of North Cornwall Township, it is hereby ORDERED and DECREED as follows:

1. The Settlement Agreement attached hereto is hereby approved as an order of Court.
2. The preliminary injunction entered on March 7, 2008 in docket number 2008-00403 shall be dissolved upon the discontinuance of Civil Action 2008-00403.
3. Upon the discontinuance of Civil Action 2008-00403, the Prothonotary shall release to Springwood Development Partners, L.P. the security posted by Springwood Development Partners, L.P. in connection with the entry of the preliminary injunction at docket number 2008-00403.
4. Upon discontinuance or dismissal of the appeal pending in the Commonwealth Court, this action is hereby DISMISSED.

ENTERED & FILED
2010 AUG - 3 A 11:26
PROTHONOTARY OFFICE
LEBANON, PA

This Court retains jurisdiction to enforce the terms of this Order.

BY THE COURT:


JOHN C. TYLWARK, P.J.

PURSUANT TO RULE 236
You are hereby notified
that this order has been
entered in this case.

SPRINGWOOD DEVELOPMENT PARTNERS, L.P. Plaintiff v. BOARD OF SUPERVISORS OF NORTH CORNWALL TOWNSHIP, MICHAEL "KIP" KELLY, MARY JANE SMITH, V. RITA GOE, CAROLYN TOBIAS, WALTER HOUTZ AND FRANCIS ARNOLD Defendants	IN THE COURT OF COMMON PLEAS OF LEBANON COUNTY NO. 2008-01316 CIVIL ACTION
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CONSENT DECREE

AND NOW, this ____ day of _____, 2010, upon consideration of the Joint Motion For Entry of Consent Decree filed by Plaintiff Springwood Development Partners, L.P. and Defendant Board of Supervisors of North Cornwall Township, it is hereby ORDERED and DECREED as follows:

1. The Settlement Agreement attached hereto is hereby approved as an order of Court.
2. The preliminary injunction entered on March 7, 2008 in docket number 2008-00403 shall be dissolved upon the discontinuance of Civil Action 2008-00403.
3. Upon the discontinuance of Civil Action 2008-00403, the Prothonotary shall release to Springwood Development Partners, L.P. the security posted by Springwood Development Partners, L.P. in connection with the entry of the preliminary injunction at docket number 2008-00403.
4. Upon discontinuance or dismissal of the appeal pending in the Commonwealth Court, this action is hereby DISMISSED.
5. This Court retains jurisdiction to enforce the terms of this Order.

BY THE COURT:

JOHN C. TYLWALK, P.J.

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing document was served by first-class mail,
postage prepaid, upon the following, upon the date indicated below:

Barry W. Sawtelle, Esq.
Kozloff Stoudt
2640 Westview Drive
P.O. Box 6286
Wyomissing, PA 19610

J. Dwight Yoder
Gibbel Kraybill & Hess LLP
41 East Orange St.
Lancaster, PA 17602

Helen L. Gemmill

Dated: July 15, 2010

SPRINGWOOD DEVELOPMENT	:	IN THE COURT OF COMMON
PARTNERS, L.P.	:	PLEAS OF LEBANON COUNTY
Plaintiff	:	
	:	
v.	:	NO. 2008-01316
	:	
BOARD OF SUPERVISORS OF NORTH	:	CIVIL ACTION
CORNWALL TOWNSHIP	:	
Defendant	:	

SETTLEMENT AGREEMENT

This Settlement Agreement ("Agreement") is made as of this 20th day of April, 2010, by and between **Springwood Development Partners, L.P.**, a Pennsylvania limited partnership, its successors and assigns ("**Springwood**") and the **Board of Supervisors of North Cornwall Township**, the governing body of North Cornwall Township, Lebanon County, Pennsylvania (the "**Board**").

BACKGROUND

The Western and Eastern Sites

A. Springwood is the record owner of approximately 27 acres located to the north of Rocherty Road and between Quentin Road (S.R. 0072) and Cornwall Road (S.R. 2001), as more particularly shown and labeled "**Western Site**" on the plan that is attached and incorporated as **Exhibit "A"** (the "**Western Site**"). Springwood Development GP, LLC, a Pennsylvania limited liability company, is the sole general partner of Springwood. Springwood Development GP, LLC is comprised of Joseph W. Deerin and Richard Welkowitz, as members.

B. Springwood represents that it formerly was an equitable owner of, and is negotiating to reestablish its equitable interest in, approximately 40 acres that are

owned by Carol J. and Richard C. Kreider, husband and wife, and located between Quentin Road and Cornwall Road and adjoining the northern boundary of the Western Site, known as Lebanon County PIN No. 2339716-359162 and more particularly shown and labeled "Western Kreider Property" on **Exhibit "A"** (the "**Western Kreider Property**").

C. Springwood also is the record owner of approximately 81 acres located to the north of Rocherty Road and to the east of Cornwall Road, as more particularly shown and labeled "Eastern Site" on **Exhibit "A"** (the "**Eastern Site**"). A portion of the Eastern Site is located within South Lebanon Township, Lebanon County (the "**South Lebanon Township Portion**").

Pending Development

D. Various commercial and/or mixed use developments have been proposed on the Western Kreider Property, Western Site and the Eastern Site. The Western Kreider Property is the site on which Wal-Mart Real Estate Business Trust ("**Wal-Mart**") proposed to construct an approximately 221,000 square foot Wal-Mart supercenter and related improvements (the "**Wal-Mart Development**").

E. On or about January 23, 2006, a conditional use application for the Wal-Mart Development was conditionally approved by the then-existing Board (the "**Wal-Mart Conditional Use Approval**"). The Wal-Mart Conditional Use Approval was appealed, but such approval was upheld by the Court of Common Pleas of Lebanon County (the "**Court of Common Pleas**") and the Commonwealth Court (No. 147 CD 2008) (the "**Wal-Mart Conditional Use Appeal**"). For purposes of this Agreement, the term "Board" shall also include the political subdivision of North Cornwall Township,

Lebanon County, Pennsylvania (the "**Township**"), for which the Board is the governing body.

F. In December, 2007, a preliminary land development plan for the Wal-Mart Development was conditionally approved by the then-existing Board (the "**Wal-Mart Preliminary Plan Approval**"). The Wal-Mart Conditional Use Approval and Wal-Mart Preliminary Plan Approval collectively are referred as the "**Wal-Mart Approvals.**"

G. On January 7, 2008, and revised thereafter, Springwood filed a conditional use application for constructing on the Western Site an approximately 227,000 square foot conventional shopping center along with a 3,500 square foot financial institution and a gasoline station, together with related improvements (the "**Western Site Conditional Use Application**"). This application is pending before the Board.

H. On or about October 6, 2008, Springwood filed a conditional use application for constructing on the Eastern Site various commercial, office and residential uses, as more particularly described in the application (the "**Eastern Site Conditional Use Application**"). This application also is pending before the Board.

Pending Litigation

I. On or about February 27, 2008, Springwood filed in the Court of Common Pleas a Complaint for Declaratory Judgment (No. 2008-00403) requesting the Court to, *inter alia*, (i) enjoin the Board from considering a petition to rezone (the "**Rezoning Petition**") the Western Kreider Property and Western Site filed by Mary Jane Smith, V. Rita Goe, Carolyn Tobias, Walter Houtz and Francis Arnold (collectively the "**Residential Petitioners**") and (ii) enjoin Township Supervisor Michael "Kip" Kelly from participating in any action involving or affecting Springwood or Springwood's property

(the "**Declaratory Judgment Action**"). The Declaratory Judgment Action still is pending before the Court of Common Pleas.

J. Mary Jane Smith is the record owner of a tract that adjoins the eastern boundary of the Western Site and is described in the Office of Recorder of Deeds of Lebanon County in Deed Book 190, Page 992 ("**Adjoining Residential Property No. 1**"). Carolyn Tobias is the record owner of a tract that also adjoins the eastern boundary of the Western Site and is described in the Office of Recorder of Deeds of Lebanon County in Deed Book 94, Page 473 ("**Adjoining Residential Property No. 2**"). Francis Arnold is the record owner of a tract that adjoins the Eastern Site and is described in the Office of Recorder of Deeds of Lebanon County in Deed Book 368, Page 416 ("**Adjoining Residential Property No. 3**"). Adjoining Residential Property No. 1, Adjoining Residential Property No. 2 and Adjoining Residential Property No. 3 individually are referred to as an "**Adjoining Residential Property**" and collectively as the "**Adjoining Residential Properties**".

K. As part of the Declaratory Judgment Action, Springwood filed a Motion for Preliminary Injunction to enjoin the Board and Supervisor Kelly on a preliminary basis, as more particularly described in the Declaratory Judgment Action. The Court of Common Pleas granted the preliminary injunction. The Board appealed the order granting such relief to the Commonwealth Court (No. 473 CD 2008) (the "**Preliminary Injunction Appeal**"). The Commonwealth Court issued a decision and order, dated August 20, 2009 (the "**Preliminary Injunction Appeal Decision**"), which affirmed the Court of Common Pleas in part and reversed in part, as more particularly described in the Preliminary Injunction Appeal Decision. The Township has filed with the Supreme Court of Pennsylvania a Petition for Allowance of Appeal, asserting that the

Commonwealth Court erred in affirming the preliminary injunction precluding Michael "Kip" Kelly ("**Supervisor Kelly**"), in his capacity as a member of the Board, from participating in matters coming before the Board concerning Springwood (the "**Petition for Allowance of Appeal**"). The Residential Petitioners filed a Cross Petition for Allowance of Appeal with the Supreme Court of Pennsylvania (the "**Cross Petition for Allowance of Appeal**").

L. Also pending before the Commonwealth Court is an appeal of an order of the Court of Common Pleas to, *inter alia*, provide to Springwood review comments of the Township's engineer (the "**Township Engineer**") concerning the Western Site Conditional Use Application and produce the Township Engineer as a witness for Springwood in the hearing on such application (the "**Mandamus Action**"), which review comments having been asserted by the Township to be unpublished comments to a final revision to a conditional use plan that had not been accepted by the Board. That appeal still is pending before the Commonwealth Court (No. 1522 CD 2008).

Alternate Development – Western Site

M. The Board and Springwood desire an alternative development of the Western Site and Western Kreider Property that better serves their interests and the public interest than does the current approved plans for the Western Kreider Property and Springwood's proposed and pending plans for the Western Site (i.e. the Western Site Conditional Use Application).

N. The alternative development of the Western Kreider Property and Western Site is contemplated to be a coordinated, unified and pedestrian-oriented layout that is more in keeping with the character of the surrounding area and provides a sense of place within the Township.

O. This alternative development is to be promoted through establishing design standards that, *inter alia*, (1) permit uses that are compatible with a commercial center that creates a sense of place; (2) provide for a peripheral sidewalk system on which a majority of the stores and uses within the development front; (3) establish pedestrian-oriented spaces and storefronts; (4) provide for a central landscape park that serves as a focal point of the development; and (5) establish a coordinated architectural scheme. These design standards are identified as the "Western Design Standards" within the Design Standards that are attached and incorporated as **Exhibit "B"** (the "**Western Design Standards**").

P. The alternative development required under the Western Design Standards, and depicted by way of example on the Western Concept Plan that is attached and incorporated as **Exhibit "C"** (the "**Western Concept Plan**"), better serves and promotes the public and private interests in that it (i) promotes pedestrian travel by linking the various uses through a convenient system of walkways, (ii) creates a unique sense of place in the Township where people can dine, shop, gather and recreate, (iii) promotes the utilization and preservation of greater areas of common open space, including the central landscape park, (iv) promotes the reuse of an existing Victorian building located on the Western Kreider Property, and (v) avoids further litigation and expense to the Township and Springwood.

Alternate Development – Eastern Site

Q. The Board and Springwood also desire an alternative development of the Eastern Site that better serves their interests and the public interest than Springwood's proposed and pending plans for the Eastern Site (i.e. the Eastern Site Conditional Use Application).

R. The alternative development of the Eastern Site is contemplated to be a mix of residential, civic and commercial uses (restaurants, offices, retail stores, hotel, etc.) in a pedestrian-oriented, main street-type layout that creates a sense of place within the Township.

S. This alternative development is to be promoted through the establishment of design standards that, *inter alia*, (1) permit uses that are compatible with main street-type development; (2) provide for a coordinated network of sidewalks and paths, including a trailhead for connections to the rail trail system that adjoins the eastern boundary of the Eastern Site; (3) provide for a central community greenway; and (4) establish a coordinated architectural scheme. These design standards are identified as the "Eastern Design Standards" within the Design Standards that are attached and incorporated as **Exhibit "B"** (the "**Eastern Design Standards**").

T. The alternative development permitted under the Eastern Design Standards, and depicted by example on the Eastern Site Concept Plan that is attached and incorporated as **Exhibit "D"** (the "**Eastern Concept Plan**"), better serves and promotes the public and private interests in that it (i) promotes pedestrian travel and integrates the development with the adjoining rail trail system, (ii) promotes more neotraditional residential design that is more in keeping with the vision of the Township and the public, (iii) emphasizes architectural design at key gateways along Cornwall Road, (iv) creates a greater sense of place that will better promote and serve the nearby Lebanon Valley Exposition Center, (v) promotes the reuse of certain existing building and architectural features currently located on the site, (vi) better integrates off-street parking with building location and design so as to promote use of shared access drives

and to reduce parking in front yards and distribute such parking around other sides of the buildings and (vii) avoids further litigation and expense to the Township.

U. The parties desire to settle, discontinue and end with prejudice the Mandamus Action and all other actions as may exist by and among the parties in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises contained herein, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Board and Springwood, intending to be legally bound, agree as follows:

1. **Board Approval of Agreement.** The Board approved this Agreement at its public meeting held on April 20, 2010.

2. **Court Approval and Discontinuance of Litigation.**

A. **Mandamus Action.** Contemporaneously with executing this Agreement, the Board and Springwood each shall execute the Joint Motion for Entry of Consent Decree in the form attached hereto as **Exhibit "E"** (the "**Consent Decree Motion**"). The Board and Springwood each consent to the filing of the Consent Decree Motion and agree not to take any action to oppose the Court of Common Pleas' entry of the order in the form attached to the Consent Decree Motion (the "**Consent Decree Order**"). Within five (5) business days after the date of this Agreement, Springwood shall file the Motion with the Court of Common Pleas. The terms of this Agreement shall be effective and binding when the Court of Common Pleas enters the Consent Decree Order. This Agreement shall remain in full force and effect after the dismissal of the Mandamus Action. Within five (5) business days after the date on which the Consent Decree Order becomes final and unappealable, the Board shall cause its

counsel to sign and file a Praecipe for Discontinuance of the appeal of the Mandamus Action in the Commonwealth Court.

B. **Declaratory Judgment Action.** Springwood shall cause its counsel to sign and file with the Court of Common Pleas a Praecipe for Discontinuance of the Declaratory Judgment Action with prejudice, each party to bear its own attorneys' fees and costs, within five (5) business days after the date of completion of the following actions: (1) the Board has filed a Praecipe for Discontinuance of the Petition for Allowance of Appeal and the Residential Petitioners have filed a Praecipe for Discontinuance of the Cross Petition for Allowance of Appeal in the Supreme Court, (2) the Supreme Court has denied both the Board's Petition for Allowance of Appeal and the Residential Petitioners' Cross Petition for Allowance of Appeal, or (3) the Supreme Court has granted either or both the Petition for Allowance of Appeal or the Cross Petition for Allowance of Appeal, issued a decision on the merits, and the record has been remanded to the Court of Common Pleas. Upon discontinuance of the Declaratory Judgment Action, the Preliminary Injunction shall be dissolved and of no further force and effect, and Supervisor Kelly, in his capacity as a member of the Board, shall be permitted to participate and vote on matters coming before the Board concerning Springwood. In addition, the Township may cause its counsel to provide to Springwood's counsel a Stipulation requesting that the Court of Common Pleas publish the Consent Decree Order. Provided that the Township's counsel provides such a Stipulation, Springwood's counsel shall execute such Stipulation within five (5) business days after the date on which the Consent Decree Order becomes final and unappealable. Springwood agrees that it will not object to an interpretation that the Preliminary Injunction entered by the Court of Common Pleas may be limited to

restraining Supervisor Kelly from participating in any action related to the Residential Petitioners' January 2008 Rezoning Petition. In all other regards, to the extent that the Preliminary Injunction was in force, Springwood agrees that it will not object to the Preliminary Injunction being interpreted so that Supervisor Kelly shall be entitled to act on any and all other matters as may properly come before the Board.

3. **Discontinuance of Pending Conditional Use Applications.** Upon the date on which the Consent Decree Order becomes final and unappealable, the Western Site Conditional Use Application and the Eastern Site Conditional Use Application automatically shall be deemed to be discontinued and withdrawn with prejudice by Springwood without the need to file any further letter or other document discontinuing and withdrawing such applications. The time within which to convene or reconvene hearings upon the Western Site Conditional Use Application and Eastern Site Conditional Use Application is hereby extended until 60 days after the date on which an order denying the Consent Decree Motion becomes final and unappealable. Springwood further agrees it shall not file any amended or new applications for conditional use, subdivision or land development approval as to any or all of the Western Site or Eastern Site until at least six (6) days after entry of any order denying or approving the Consent Decree Motion.

4. **Conditions Precedent.**

A. **Condition Precedent to Applicability to Western Kreider Property.** The terms of this Agreement shall not apply to, bind or in any way affect the development or use of the Western Kreider Property unless and until Springwood, or any related entity of Springwood, acquires and becomes the record owner of the Western Kreider Property (the "**Western Kreider Property Condition Precedent**").

Unless and until Springwood, or any related entity of Springwood, acquires and becomes the record owner of the Western Kreider Property, such property shall not be subject to the Western Design Standards and the other terms and conditions of this Agreement and shall be subject to and regulated by all applicable, prevailing land use ordinances and other ordinances of the Township. If Springwood, or any related entity of Springwood, acquires and becomes the record owner of the Western Kreider Property, then the terms of this Agreement shall apply to the Western Kreider Property and, for purposes of this Agreement, the Western Kreider Property shall be deemed to be part of the Western Site. Notwithstanding the foregoing, if (i) the Western Kreider Property Condition Precedent is not satisfied within ten (10) years after the date of this Agreement or (ii) before expiration of such ten (10) year period, Springwood, or any related entity of Springwood, notifies the Board in writing that it does not intend to purchase the Western Kreider Property, the parties promptly shall negotiate and agree upon in good faith and expeditiously changes to the Western Design Standards to reflect development of only the Western Site. Such changes shall reflect the same design concepts (including without limitation the peripheral sidewalks, the sidewalk and trail system connecting the uses on the site, Western Street A (as defined herein) and a central landscape park) and intensity and floor area of development that is reflected in the Western Design Standards, as generally reflected on the Western Site portion of the Western Concept Plan attached as **Exhibit "C"**.

B. **Condition Precedent to Applicability to Adjoining Residential Properties.** The terms of this Agreement shall not apply to, bind or in any way affect the development or use of any Adjoining Residential Property unless and until Springwood, or any related entity of Springwood, acquires and becomes the record

owner of such Adjoining Residential Property (the "**Adjoining Residential Property Condition Precedent**"). Unless and until Springwood, or any related entity of Springwood, acquires and becomes the record owner of any Adjoining Residential Property, each such property shall not be subject to the Design Standards and the other terms and conditions of this Agreement and shall be subject to and regulated by all applicable, prevailing land use ordinances and other ordinances of the Township. If Springwood, or any related entity of Springwood, acquires and becomes the record owner of any or all of such Adjoining Residential Properties, then the terms of this Agreement shall apply to each such acquired Adjoining Residential Property and, for purposes of this Agreement, Adjoining Residential Property No. 1, if acquired, and Adjoining Residential Property No. 2, if acquired, shall be deemed to be part of the Western Site and Adjoining Residential Property No. 3, if acquired, shall be deemed to be part of the Eastern Site.

5. **Abandonment of Wal-Mart Approvals.** As of the date on which Springwood, its successors and assigns and successors in title, any entity in which either of Springwood's principals, namely Joseph W. Deerin and Richard Welkowitz, their heirs, successors or assigns and successors in title, or any related entity of Springwood, its successors or assigns or successors in title (i) acquires and becomes the record owner of the Western Kreider Property or (ii) obtains a right to develop the Western Krieder Property (beyond Western Street A or other related infrastructure that is necessary to develop and serve the Western Site), the Wal-Mart Approvals, to the extent that such approvals remain effective, automatically shall be deemed to have been abandoned with prejudice and such abandonment shall be confirmed in writing to the Board by Springwood.

6. **Applicability of Design Standards and Ordinances.**

A. **Western Site Design Standards.** Subject to Springwood's rights under Paragraph 6.E of this Agreement, development and use of the Western Site shall comply with the Western Design Standards and the terms of this Agreement.

Ambiguities in the Western Design Standards shall be resolved in accordance with the rules of interpretation of contractual terms, it being acknowledged that the Western Design Standards were drafted and negotiated by the parties hereto.

B. **Eastern Site Design Standards.** Subject to Springwood's rights under Paragraph 6.E of this Agreement, development and use of the Eastern Site shall comply with the Eastern Design Standards and the terms of this Agreement.

Ambiguities in the Eastern Design Standards will be resolved in accordance with the rules of interpretation of contractual terms, it being acknowledged that the Eastern Design Standards were drafted and negotiated by the parties hereto.

C. **Zoning Ordinance and Zoning Map.**

(1) **Western Site.** It is the intent of the parties, and the parties acknowledge and agree, that, subject to the terms of this Agreement, the Western Design Standards shall be the only zoning standards and requirements that apply to the development and use of the Western Site. Accordingly, subject to the terms of this Agreement, the standards and requirements under the Township's Zoning Ordinance and Zoning Map, as hereafter may be amended, are superseded by, and shall not apply to, development and use of the Western Site. Where standards and requirements of the Township's Zoning Ordinance expressly are incorporated by reference into this Agreement, such standards and requirements shall be deemed to be terms and conditions of this Agreement, and such incorporation by reference is not intended to,

and shall not be deemed to, subject the development and use of the Western Site pursuant to this Agreement to the application of the Township's Zoning Ordinance and Zoning Map, as amended, or any portions thereof. Notwithstanding the foregoing, if Springwood fails to submit, and obtain approval of or in good faith pursue approval of, at least one Preliminary Plan (as defined herein) or Preliminary/Final Plan (as defined herein) for any portion of the Western Site within twenty (20) years after the date of this Agreement, then development pursuant to the Western Design Standards shall be deemed abandoned, and the Zoning Ordinance and Zoning Map prevailing as of the date on which such 20-year period expires shall apply to the Western Site.

(2) **Eastern Site.** It is the intent of the parties, and the parties acknowledge and agree, that, subject to the terms of this Agreement, the Eastern Design Standards shall be the only zoning standards and requirements that apply to the development and use of the Eastern Site. Accordingly, subject to the terms of this Agreement, the standards and requirements under the Township's Zoning Ordinance and Zoning Map, as hereafter may be amended, are superseded by, and shall not apply to, development and use of the Eastern Site. Where standards and requirements of the Township's Zoning Ordinance expressly are incorporated by reference into this Agreement, such standards and requirements shall be deemed to be terms and conditions of this Agreement, and such incorporation by reference is not intended to, and shall not be deemed to, subject the development and use of the Eastern Site pursuant to this Agreement to the application of the Township's Zoning Ordinance and Zoning Map, as amended, or any portions thereof. Notwithstanding the foregoing, if Springwood fails to submit, and obtain approval of or in good faith pursue approval of, at least one Preliminary Plan (as defined herein) or Preliminary/Final Plan (as defined

herein) for any portion of the Eastern Site within twenty (20) years after the date of this Agreement, then development pursuant to the Eastern Design Standards shall be deemed abandoned, and the Zoning Ordinance and Zoning Map prevailing as of the date on which such 20-year period expires shall apply to the Eastern Site.

D. **SALDO**. Subject to the terms of this Agreement and to the extent not inconsistent with the terms of this Agreement and the Design Standards, and for a period of twenty (20) years after the date of this Agreement, the standards and requirements of the Township's Subdivision and Land Development Ordinance in effect as of January 7, 2008, and all other ordinances (other than building and fire codes of which the prevailing versions shall apply) that regulate or pertain to the development of land or the construction of improvements to land in effect as of that same date, together with any amendments thereto in effect as of that same date (collectively, the "**SALDO**"), shall apply to development of the Western Site and the Eastern Site. For any subdivision and/or land development plans that are filed with the Township before expiration of such twenty (20) year period, such SALDO shall apply, and Springwood shall be entitled to all protections against changes in ordinances as set forth in Section 508(4) of the Pennsylvania Municipalities Planning Code, 53 P.S. § 10508(4), with such protections applicable throughout Springwood's anticipated phasing schedule for development of the Western Site and Eastern Site. For any subdivision and/or land development plans that are filed with the Township after the expiration of such twenty (20) year period, the standards and requirements of the then-prevailing Subdivision and Land Development Ordinance (and all other ordinances that regulate or pertain to the development of land or the construction of improvements to land, excluding the Township's Zoning Ordinance and Zoning Map) as of the date on which such plans are

filed shall apply to such plans, subject to the terms of this Agreement and to the extent not inconsistent with the terms of this Agreement and the Design Standards.

E. **Election to Proceed Under Prevailing Ordinances.**

(1) **Western Site.** Prior to the issuance of a building permit for the construction of the first building on the Western Site pursuant to this Agreement, Springwood, in its sole discretion, shall have the right at any time to elect to develop and use the Western Site pursuant to applicable, prevailing land use and other ordinances of the Township (rather than the Western Design Standards and other terms of this Agreement). If Springwood elects to develop and use the Western Site pursuant to such prevailing ordinances, then the prevailing ordinances, as may be amended from time to time, thereafter shall apply to the Western Site.

(2) **Eastern Site.** Prior to the issuance of a building permit for the construction of the first building on the Eastern Site pursuant to this Agreement, Springwood, in its sole discretion, shall have the right at any time to elect to develop and use the Eastern Site pursuant to applicable, prevailing land use ordinances of the Township (rather than the Eastern Design Standards and other terms of this Agreement). If Springwood elects to develop and use the Eastern Site pursuant to such prevailing ordinances, then the prevailing ordinances, as may be amended from time to time, thereafter shall apply to the Eastern Site.

7. **Additional Design and Development Requirements.**

A. **Western Site.**

(1) **Reuse of Existing Building.** As shown on the Western Concept Plan attached as **Exhibit "C"**, an existing dwelling, labeled Building "I" on such Western Concept Plan, is located at the southeastern corner of the Western Kreider

Property (the "**Existing Building**"). To provide for an opportunity for reuse of the Existing Building in accordance with the Western Design Standards, Springwood shall not be permitted to demolish the Existing Building or replace such Existing Building with a new building or other improvements until the fifteenth (15th) anniversary of the date on which the first building permit is issued for the construction of a nonresidential building on the Western Kreider Property pursuant to this Agreement (the "**Existing Building Reuse Period**"). During such Existing Building Reuse Period, Springwood shall maintain the exterior of the Existing Building in an attractive condition in an effort to encourage beneficial use and occupancy. Notwithstanding the foregoing, Springwood shall have no obligation to make any substantial improvements or renovations to the Existing Building unless and until a lease for a portion of the Existing Building is in effect.

(2) **Dedication of Western Street A.** Development of the Western Site contemplates the creation of a public street that extends along or near the northern boundary of the Western Site generally from the right of way of Cornwall Road westward to the existing right of way labeled "Existing Street A" on the Western Concept Plan attached as **Exhibit "C"** ("**Western Street A**"). Upon completion of construction of Western Street A pursuant to the terms of this Agreement and an Approved Preliminary Plan (as defined herein) or Approved Final Plan (as defined herein), as applicable, and, to the extent not inconsistent with the Western Design Standards and the terms of this Agreement, in accordance with PennDOT (as defined herein) specifications for constructing local roads, Springwood shall dedicate to the Township, and the Township shall accept dedication of, Western Street A. Upon

acceptance of dedication of Western Street A, the Township, at its cost, shall maintain Western Street A as a public street.

(3) **Phasing.**

(a) **Western Site.** To ensure that the peripheral sidewalk and other required improvements for development of the Western Site are constructed, the Western Site (excluding the Western Kreider Property if acquired by Springwood) shall be developed pursuant to a final subdivision and/or land development plan (or a preliminary/final subdivision and/or land development plan) for the entire Western Site (excluding the Western Kreider Property if acquired by Springwood). The required improvements (within the meaning of Section 509(a) of the Pennsylvania Municipalities Planning Code ("MPC"), 53 P.S. § 10509(a)) shall be completed within five (5) years after the date on which a certificate of first occupancy is issued for a building on the Western Site (excluding the Western Kreider Property if acquired by Springwood).

i. Notwithstanding the foregoing, prior to issuance of such first certificate of occupancy, Springwood shall complete construction of (i) Western Street A and the trails that are to be located on the Western Site (excluding the Western Kreider Property if acquired by Springwood) along Western Street A, (ii) the portions of the peripheral sidewalk that adjoin all buildings for which building permits have been issued, (iii) the central parking areas that are bounded by the peripheral sidewalk and Western Street A, (iv) the portion of the central landscape park that is located on the Western Site (excluding the Western Kreider Property if acquired by Springwood), and (v) in place of the remaining portion of the peripheral sidewalk and related improvements on the Western Site (excluding the Western Kreider Property if acquired by Springwood), a temporary designated pedestrian way that is

located in the same location as the peripheral sidewalk and provides safe pedestrian access to buildings for which building permits have been issued.

ii. The remaining portion of the peripheral sidewalk shall be constructed as building permits are issued for the buildings that are to adjoin such remaining portions of the peripheral sidewalk. As each such building permit is issued, Springwood shall construct the portion of the peripheral sidewalk that is to adjoin such building. Construction of such portion of the peripheral sidewalk shall be completed prior to issuance of a certificate of occupancy for such building.

(b) **Western Kreider Property**. Upon satisfaction of the Western Kreider Property Condition Precedent, to ensure that the peripheral sidewalk and other required improvements for development of the Western Kreider Property are constructed, the Western Kreider Property shall be developed pursuant to a final subdivision and/or land development plan (or a preliminary/final subdivision and/or land development plan) for the entire Western Kreider Property. The required improvements (within the meaning of Section 509(a) of the Pennsylvania Municipalities Planning Code ("MPC"), 53 P.S. § 10509(a)) shall be completed within five (5) years after the date on which a certificate occupancy is issued for the first building that is constructed on the Western Kreider Property pursuant to this Agreement.

i. Notwithstanding the foregoing, prior to issuance of such first certificate of occupancy, Springwood shall complete construction of (i) Western Street A and the trails that are to be located on the Western Kreider Property along Western Street A, (ii) the portions of the peripheral sidewalk that adjoins all buildings for which building permits have been issued, (iii) the central parking areas that are bounded by the peripheral sidewalk and Western Street A, (iv) the portion of the

central landscape park that is located on the Western Kreider Property, and (v) in place of the remaining portion of the peripheral sidewalk and related improvements on the Western Kreider Property, a temporary designated pedestrian way that is located in the same location as the peripheral sidewalk and provides safe pedestrian access to buildings for which building permits have been issued.

ii. The remaining portion of the permanent peripheral sidewalk shall be constructed as building permits are issued for the buildings that are to adjoin such remaining portions of the peripheral sidewalk. As each such building permit is issued, Springwood shall construct the portion of the peripheral sidewalk that is to adjoin such building. Construction of such portion of the peripheral sidewalk shall be completed prior to issuance of a certificate of occupancy for such building.

(c) **Adjoining Residential Properties.** Upon satisfaction of each Adjoining Residential Property Condition Precedent, each Adjoining Residential Property may be developed pursuant to a final subdivision and/or land development plans (or a preliminary/final subdivision and/or land development plans) in accordance with the terms of this Agreement.

(4) **Driveway Connections with Adjoining Lands.** The southern and western boundaries of the Western Site are bounded by existing commercial development and undeveloped commercial lands. As contemplated on the Western Site Plan, the parties acknowledge and agree that it is desirable to facilitate driveway connections between the Western Site and such adjoining commercial lands. In connection with the review and approval of a Preliminary Plan (as defined herein) or Preliminary/Final Plan (as defined herein), Springwood agrees to plan for and allow

such driveway connections at such locations that are deemed to be appropriate by and reasonably satisfactory to the Township and Springwood.

B. **Eastern Site.**

(1) **Reuse of Existing Barn.** As shown on the Eastern Concept Plan attached as **Exhibit "D"**, an existing barn, labeled "Existing Barn" on such Eastern Concept Plan, is located on the Eastern Site (the "**Existing Barn**"). To provide for an opportunity for reuse of the Existing Barn in accordance with the Eastern Design Standards, Springwood shall not be permitted to demolish the Existing Barn and replace such Existing Barn with a new building or other improvements until the fifteenth (15th) anniversary of the date on which the first building permit is issued for the construction of a nonresidential building on the Eastern Site pursuant to this Agreement (the "**Existing Barn Reuse Period**").

(2) **Dedication of Eastern Streets A, B, C and D.**

Development of the Eastern Site contemplates the creation of public streets that are defined as "Eastern Street A," "Eastern Street B," "Eastern Street C" and "Eastern Street D" in the Eastern Design Standards, the general configuration of which is depicted on the Eastern Street Concept Plan attached and incorporated herein as **Exhibit "F"** (individually an "**Eastern Public Street**" and collectively the "**Eastern Public Streets**"). Upon completion of construction of each Eastern Public Street pursuant to the terms of this Agreement and an Approved Preliminary Plan (as defined herein) or Approved Final Plan (as defined herein), as applicable, and, to the extent not inconsistent with the Western Design Standards and the terms of this Agreement, in accordance with PennDOT (as defined herein) specifications for constructing local roads, Springwood shall dedicate to the Township, and the Township shall accept

dedication of, each such Eastern Public Street. Upon acceptance of dedication of each Eastern Public Street, the Township, at its cost, shall maintain such Eastern Public Street as a public street. The Eastern Public Streets shall be constructed in accordance with the following schedule:

(a) Prior to issuance of a certificate of occupancy for any dwelling unit in the proposed residential area that is to be located at the southeastern portion of the Eastern Site, as generally contemplated on the Eastern Concept Plan (the "Residential Area"), Springwood shall complete construction (excluding wearing courses) of (i) the portion of Eastern Street A that extends from Rocherty Road to Eastern Street A's intersection with Eastern Street B and (ii) the portion of Eastern Street C that extends from its intersection with Eastern Street A to the northernmost street within the Residential Area that provides access Eastern Street C.

(b) Prior to issuance of a certificate of occupancy for any building that is located along Eastern Street A between its intersection with Cornwall Road and its intersection with Eastern Street C, Springwood shall complete construction (excluding wearing courses) of such portion of Eastern Street A.

(c) Prior to issuance of a certificate of occupancy for any building that is located along Eastern Street B between its intersection with Cornwall Road and its intersection with Street A, Springwood shall complete construction (excluding wearing courses) of such portion of Eastern Street B.

(d) Prior to issuance of a certificate of occupancy for any building located along (i) the portion of Eastern Street D that extends from the northern boundary of the Eastern Site to its intersection with Eastern Street C and (ii) the portion of Eastern Street C that extends from its intersection with Eastern Street D to the

northernmost street within the Residential Area that provides access to Eastern Street C, Springwood shall complete construction (excluding wearing courses) of such portions of Eastern Streets C and D.

(3) **Norman Drive Extension.**

(a) **Construction.** Provided that Springwood has secured, prior to commencement of construction of the phase of development of the Eastern Site in which is proposed to be constructed the northern terminus of Eastern Street D (the "**Eastern Street D Phase**"), all rights of way that are necessary to construct, support, use and maintain an extension of Norman Drive southward so as to connect to Eastern Street D, as generally depicted and labeled "Norman Drive Extension" on **Exhibit "G"** (the "**Norman Drive Extension**"), Springwood shall construct as part of such Eastern Street D Phase the Norman Drive Extension in accordance with Section 10.3 of the Eastern Design Standards and an Approved Preliminary Plan (as defined herein) or Approved Final Plan (as defined herein), as applicable and to the same specifications as Eastern Street D. Prior to submission of any Final Plan (as defined herein) or Preliminary/Final Plan (as defined herein) for Eastern Street D Phase, Springwood shall (i) demonstrate that, in a timely manner, it has attempted to acquire all such rights of way as described above or (ii) given the Township adequate opportunity to acquire all such rights of way in accordance with Paragraph 11.G of this Agreement.

(b) **Dedication.** Upon completion of construction of the Norman Drive Extension pursuant to the terms of this Agreement, Springwood shall dedicate to the Township, and the Township shall accept dedication of, the Norman

Drive Extension. Upon acceptance of dedication of the Norman Drive Extension, the Township, at its cost, shall maintain the Norman Drive Extension as a public street.

(4) **Shared Use Path and Trail Head Improvements.**

(a) **Shared Use Path.** In connection with development of the Eastern Site, Springwood shall construct the shared use path in accordance with Section 11.1 of the Eastern Design Standards (the "**Shared Use Path**"). The Shared Use Path may be constructed in phases. The portion(s) of the Shared Use Path that are located within any phase of the Eastern Site that is proposed to be developed pursuant to any Final Plan shall be depicted on such Final Plan and be deemed to be a required improvement for such Final Plan. Upon completion of construction of each such portion of the Shared Use Path, Springwood shall record in the Office of Recorder of Deeds of Lebanon County a declaration or other similar instrument that grants and dedicates to the Township (or, at the Township's election, to the entity that owns or maintains the Rail Trail, provided that such entity agrees to accept dedication of the Shared Use Path) an easement for the public use of the Shared Use Path for pedestrian and bicycle ingress, egress and regress, subject to the reasonable rules and regulations of Springwood or the Association (as defined below), as applicable.

(b) **Trail Head Improvements.** As contemplated on the Eastern Concept Plan, the southern terminus of the Shared Use Path is proposed to connect to a trail head (the "**Trail Head**") along the Lebanon Rail Trail that extends along the eastern boundary of the Eastern Site (the "**Rail Trail**"). Such Trail Head shall be located in the area labeled on the Eastern Concept Plan as the "Approx. Area For Trail Access Rail Trail" (the "**Trail Head Area**"). Prior to issuance of a certificate of occupancy for the 51st dwelling unit in the Residential Area, Springwood shall construct

within the Trail Head Area restroom facilities along with a paved parking area, consisting of a minimum of eight parking spaces, that is accessible from a street within the proposed Residential Area (collectively the "**Trail Head Improvements**"). Upon completion of construction of each such portion of the Trail Head Improvements, Springwood shall record in the Office of Recorder of Deeds of Lebanon County a declaration or other similar instrument that grants to the Township an easement for the public use of the Trail Head Area and Trail Head Improvements, subject to the reasonable rules and regulations of Springwood or the Association (as defined below), as applicable.

(c) **Maintenance.**

i. **Shared Use Path.** Upon completion of construction and dedication of the Shared Use Path pursuant to the terms of this Agreement, the Township or such other entity that accepts dedication as set forth in Paragraph 7.B(4)(a) above, at its cost, shall maintain the Shared Use Path.

ii. **Trail Head Area and Trail Head Improvements.** The Trail Head Area and Trail Head Improvements shall be maintained by Springwood or any condominium association or homeowners' association (each an "**Association**") that is established by Springwood for the Eastern Site or any portion thereof; however, to the extent that Springwood dedicates the Trail Head Area or Trail Head Improvements, or any portions thereof (the "**Dedicated Trail Head Areas and Improvements**") to any entity that owns or maintains the Rail Trail or any governmental agency, Springwood thereafter shall have no obligation to maintain such Dedicated Trail Head Areas and Improvements.

(5) **Equestrian Easement.** The Township desires an easement over, or fee simple title to, a 20-foot wide strip of land that extends along a portion of the northern boundary of the Eastern Site, as more particularly shown and labeled "Equestrian Path" on the Eastern Site Plan (the "**Equestrian Path**").

(a) **Dedication.** Upon approval of the final plan for the construction of the portion of Eastern Street D that extends from the northern boundary of the Eastern Site to its intersection with Eastern Street C, Springwood shall dedicate to the Township an easement for the construction and use of the Equestrian Path for equestrian access to the Rail Trail, subject to the reasonable rules and regulations of Springwood or the Association (the "**Equestrian Path Easement**").

(b) **Installation of Surface.** Upon the Township's acceptance of dedication of the Equestrian Path Easement, the Township, at its cost, may construct or install an appropriate equestrian surface within the Equestrian Path Easement.

(c) **Maintenance.** Upon the Township's acceptance of dedication of the Equestrian Path Easement, the Township, at its cost, shall maintain the Equestrian Path in a manner consistent with reasonable and customary standards for publically accessible equestrian paths in south central Pennsylvania.

(d) **Indemnity.** The Township shall indemnify, defend and hold harmless Springwood from and against any and all costs, expenses, liabilities, losses, damages, claims, actions and demands of every kind or nature (including without limitation reasonable attorneys' fees and response costs), by or on behalf of any person or entity arising in any way from the Township's exercise of its rights under or

arising from the Equestrian Path Easement or the Township's or public's use of the Equestrian Path.

(e) **Compliance with Design Standards.** In determining compliance with the Eastern Design Standards, it shall be assumed that the Equestrian Path (whether an easement or fee simple parcel), and any impervious surfaces that are installed within the Equestrian Path, do not exist or is not proposed to exist. In addition, to the extent that any modifications and/or waivers of the Eastern Design Standards are necessary to accommodate development of the buildings and related improvements that adjoin such Equestrian Path due to the proposed existence of the Equestrian Path, the Township shall grant such waivers and/or modifications.

C. **Infrastructure Contribution.** Recognizing that the subject development will benefit and burden the public infrastructure within the Township, the parties further acknowledge that precise quantification of such burden and benefit is impractical. As such, the parties agree that Springwood will contribute \$600,000.00 as reasonably proper and adequate to assure continued vitality of certain infrastructure presently required to sustain and support existing demands and Springwood's beneficial use of the Western Site and Eastern Site (the "**Infrastructure Contribution**"). The Infrastructure Contribution shall be in lieu of providing or dedicating recreation land, recreation fees or recreation facilities (other than the Shared Use Path and Trail Head Improvements) as may be required under the SALDO. Such Infrastructure Contribution shall be used by the Township to improve, maintain or construct Township infrastructure as the Township, in its sole discretion, shall determine.

(1) **Payment of Infrastructure Contribution.** The Infrastructure Contribution shall be paid as follows:

(a) \$350,000.00 within five (5) business days after the date on which the Consent Decree Order becomes final and unappealable. If, within sixty (60) days after the date on which the Consent Decree Order becomes final and unappealable, Springwood does not receive reasonable assurance in writing that 538 equivalent dwelling units (EDUs) of public sewer and water capacity (treatment and conveyance) are available for reservation or allocation to the Western Development and Eastern Development (the "Written Assurance"), the Township shall return such \$350,000 payment to Springwood within ten (10) days after expiration of such 60-day period. If Springwood receives the Written Assurance after expiration of such 60-day period, Springwood shall repay such \$350,000 payment to the Township within ten (10) days of receiving such Written Assurance. Springwood shall diligently and in good faith pursue such Written Assurance.

(b) \$125,000.00 within twenty (20) days after the date on which the following events have occurred:

i. The Board shall have approved a Preliminary Plan (as defined herein) for the overall development of the Eastern Site pursuant to the terms of this Agreement (the "**Eastern Overall Preliminary Plan**") along with approval of a Final Plan (as defined herein) for the first phase of the Eastern Site (the "**Eastern Final Phase 1 Plan**"), and such approvals shall have become final and unappealable;

ii. Satisfaction of all conditions of approval of the Eastern Overall Preliminary Plan and Eastern Final Phase 1 Plan;

iii Issuance of the final, unappealable PennDOT Permits and Approvals (as defined herein) for the development proposed on the

Eastern Overall Preliminary Plan according to terms satisfactory to Springwood in its sole discretion; and

iv. Issuance of all other final, unappealable Outside Agency Approvals (as defined herein) that are necessary or required to develop the Eastern Site in accordance with the Eastern Overall Preliminary Plan.

(c) \$125,000.00 within twenty (20) days after the date on which the following events have occurred:

i. The Board shall have approved a Preliminary Plan (as defined herein) for the overall development of the Western Site pursuant to the terms of this Agreement (the "**Western Overall Preliminary Plan**") along with approval of a final land development plan for the development of such land(s) or, if such development is to be developed in phases, the first phase of such development (the "**Western Final Plan**"), and such approvals shall become final and unappealable;

ii. Satisfaction of all conditions of approval of the Western Overall Preliminary Plan and Western Final Plan;

iii. Issuance of the final, unappealable PennDOT Permits and Approvals (as defined herein) for the development proposed on the Western Overall Preliminary Plan; and

iv. Issuance of all other final, unappealable Outside Agency Approvals (as defined herein) that are necessary or required to develop the Western Site (and the Western Kreider Property, if applicable) in accordance with the Western Overall Preliminary Plan.

D. **Governmental Funding**. The parties acknowledge that Springwood currently is pursuing federal and state grants and funding for infrastructure

improvements and other public or municipal improvements, including without limitation funding for road improvements (including the Transportation Improvements, as defined herein), recreation or park improvements or other public improvements (collectively the **"Governmental Funding"**). All such Governmental Funding that is awarded to the Township or any authority of the Township shall be utilized for the projects for which such Governmental Funding was granted or awarded. Springwood and the Township shall cooperate and work in good faith to utilize the Governmental Funding and implement the projects and improvements for which such Governmental Funding was granted or awarded. The parties acknowledge and agree that the Infrastructure Contribution paid by Springwood, together with (i) the costs that Springwood has incurred and continues to incur in pursuing the Governmental Funding and (ii) other project costs for which reimbursement may be obtained (collectively the **"Governmental Funding Costs"**), shall be deemed to be and included as an expense or cost incurred by Springwood for the projects for which any Governmental Funding is granted or awarded, and Springwood shall be reimbursed through proceeds of the Governmental Funding in such amounts and to the extent authorized by the governmental agency that administers such portion of the Governmental Funding through which such reimbursement is sought. Notwithstanding the foregoing, Springwood shall not be entitled to receive from any federal funding reimbursement for the cost of pursuing such federal funding.

8. **Subdivision and Land Development Plans.**

A. **Authority for Review, Submission and Approval of Plans.**

Recognizing that Springwood and the Township have negotiated the Design Standards and the terms of this Agreement as a settlement of the Mandamus Action, the parties

acknowledge and agree that the submission, review and approval of subdivision and/or land development plans for the Western Site and Eastern Site shall be governed by, and be done solely pursuant to, the terms of this Agreement.

B. **Preliminary Plans.** When Springwood is ready to proceed with the development of the Western Site and/or Eastern Site, but in no event later than one (1) year after the date of this Agreement, Springwood shall prepare and submit to the Township a preliminary subdivision and/or land development plan for all or a portion of the Western Site or Eastern Site, as applicable, (each a "**Preliminary Plan**" and collectively the "**Preliminary Plans**"), and shall submit each such Preliminary Plan to the Board and Township Engineer for review and the Board's approval in accordance with this Agreement.

(1) **Contents of Preliminary Plan.** Each Preliminary Plan shall depict the proposed development of the Western Site and/or Eastern Site, as applicable, in accordance with the terms of this Agreement, applicable Design Standards and applicable provisions of the SALDO (collectively the "**Preliminary Plan Standards**").

(2) **Review of Preliminary Plan.** To avoid confusion in the processing of Preliminary Plans, the procedures and requirements set forth in Section 508 of the MPC, 53 P.S. § 10508 (the "**Review Standards**") are hereby incorporated as terms of this Agreement as if fully set forth herein, and, except as otherwise provided in this Agreement, Preliminary Plans shall be reviewed and acted on in accordance with such Review Standards. The Township shall use good faith and reasonable efforts to ensure that Preliminary Plans are processed, reviewed and acted upon as expeditiously as possible.

(a) **Township Engineer's Preliminary Plan Report.**

The Township shall cause the Township Engineer and all other consultants and employees of the Township reviewing the Preliminary Plan application to provide to Springwood, within fifteen (15) days after the date on which each complete Preliminary Plan application is submitted (or resubmitted if revised) to the Board, a report (i) stating whether he/she believes that the Preliminary Plan application is complete and has been prepared in accordance with the Preliminary Plan Standards and (ii) specifying which aspects of the Preliminary Plan, if any, deviate from the Preliminary Plan Standards (the "Township Engineer's Preliminary Plan Report").

(b) **Approval.**

i. **Approval without Revisions.** If the Preliminary Plan complies with the Preliminary Plan Standards, the Board shall approve the Preliminary Plan as expeditiously as practical. If Outside Agency Approvals (as defined herein) have not been obtained, the Preliminary Plan shall be approved conditionally upon issuance of such Outside Agency Approvals (as defined herein). The Board may impose reasonable conditions on the grant of approval of Preliminary Plans in accordance with applicable law.

ii. **Approval with Revisions.** If the Preliminary Plan contains only minor deviations from the Preliminary Plan Standards, the Board shall approve the Preliminary Plan as expeditiously as practical, subject to the condition that the Preliminary Plan is revised to correct such minor defects. If Outside Agency Approvals (as defined herein) have not been obtained, the Preliminary Plan shall be approved conditionally upon issuance of such Outside Agency Approvals (as defined herein).

iii. **Deemed Approval.** If the Board fails to act on any Preliminary Plan within the 90-day period required under Section 508 of the MPC, 53 P.S. § 10508, (as may be extended by Springwood in writing), such Preliminary Plan shall be deemed to have been approved.

(c) **Disputes.**

i. **Disputes Concerning Interpretations or Applicability of Preliminary Plan Standards.** If the Township Engineer's Preliminary Plan Report indicates that the Preliminary Plan does not comply with the Preliminary Plan Standards and Springwood disputes the interpretation or applicability of such Preliminary Plan Standards at issue, Springwood and the Township shall attempt in good faith to resolve such dispute. If Springwood and the Township resolve such a dispute and such resolution requires material revisions to the Preliminary Plan, Springwood shall implement the agreed upon revisions, resubmit the Preliminary Plan as so revised, and the procedures set forth in this Paragraph 8.B(2) shall recommence. If Springwood and the Township are unable to resolve the dispute, then Springwood and the Township shall jointly request a licensed professional engineer, as mutually agreed upon in good faith by Springwood and the Township (the "**Independent Engineer**") to resolve such dispute by rendering a written decision with regard to such dispute. Each party to such dispute shall promptly present to the Independent Engineer and each other such information as it may choose, and there shall be no *ex parte* communications with the Independent Engineer without the consent of the other party. The Independent Engineer's decision shall be final and binding upon all parties. The Independent Engineer shall be paid his/her regular hourly rate for the time he/she

spends with regard to the dispute and such fees shall be paid by Springwood and Township in equal shares.

ii. **Disputes Concerning Revisions.** If the Township Engineer's Preliminary Plan Report indicates that the Preliminary Plan does not comply with the Preliminary Plan Standards and Springwood does not dispute the interpretation or applicability of the Preliminary Plan Standards at issue, Springwood's designee and the Township Engineer shall attempt in good faith to agree on the revisions, if any, to the Preliminary Plan that are necessary to correct such deviation. If Springwood's designee and the Township Engineer agree upon such revisions, Springwood shall implement the agreed upon revisions and, to the extent that the revisions are material or other material defects are noted in the Township Engineer's Preliminary Plan Report, resubmit the Preliminary Plan as so revised, and the procedures set forth in this Paragraph 8.B(2) shall recommence. If Springwood's designee and the Township Engineer are unable to agree upon revisions to correct such deviation, Springwood and the Township shall jointly request the Independent Engineer, or another mutually agreed upon engineer, to resolve such dispute by rendering a written decision with regard to such dispute. Each party to such dispute shall promptly present to the Independent Engineer and each other such information as it may choose. The Independent Engineer's decision shall be final and binding upon all parties. There shall be no ex parte communications with the Independent Engineer without the other party's consent. The Independent Engineer shall be paid his/her regular hourly rate for the time he/she spends with regard to the dispute and such fees shall be paid by Springwood and Township in equal shares.

C. **Final Plans.** After approval of each Preliminary Plan pursuant to Paragraph 8.B(2) of this Agreement and in accordance with terms and conditions acceptable to Springwood (each an "**Approved Preliminary Plan**"), when Springwood is ready to proceed with the submission of a final subdivision and/or land development plan for implementing an Approved Preliminary Plan or portion thereof, Springwood shall prepare a final subdivision and/or land development plan for implementing such Approved Preliminary Plan or portion thereof (each a "**Final Plan**" and collectively the "**Final Plans**"), and shall submit each such Final Plan to the Board and the Township Engineer for review and the Board's action in accordance with this Agreement. Final Plans shall be reviewed and acted on in accordance with the Review Standards. The Township shall use good faith and reasonable efforts to ensure that Final Plans are processed, reviewed and acted upon as expeditiously as possible. In the event that (i) a Preliminary Plan (excluding a Preliminary/Final Plan, as defined herein) is approved by the Board pursuant to this Agreement and (ii) a Final Plan for any portion of the development proposed in such approved Preliminary Plan is not submitted, and approved or pursued in good faith towards approval, within ten (10) years after the date on which the Preliminary Plan was approved by the Board (or such later period as may be extended by the Board in its discretion), then such Preliminary Plan shall be deemed to be abandoned and the Preliminary Plan (or Preliminary/Final Plan, as defined herein) shall be required to be resubmitted to the Township. Such Preliminary Plan approval shall not be deemed to be abandoned if a Final Plan for any portion of the development proposed in such Preliminary Plan is submitted, and approved or pursued in good faith towards approval, within such 10-year period (or such later period as may be extended by the Board in its discretion).

(1) **Contents of Final Plan.** Each Final Plan shall depict the proposed development of the Western Site and/or Eastern Site, as applicable, in accordance with (i), if a corresponding Approved Preliminary Plan has been approved, the terms of the Approved Preliminary Plan and applicable provisions of the SALDO or (ii), if a corresponding Approved Preliminary Plan has not been approved, this Agreement, the applicable Design Standards and applicable provisions of the SALDO (as applicable, collectively the "Final Plan Standards").

(2) **Review of Final Plan.**

(a) **Township Engineer's Final Plan Report.** The Township shall use reasonable efforts to cause The Township Engineer and all other consultants and employees of the Township reviewing the Final Plan to provide to Springwood, within fifteen (15) days after the date on which each Final Plan is submitted (or resubmitted if revised) to the Board, a report (i) stating whether he/she believes that the Final Plan has been prepared in accordance with the Final Plan Standards and (ii) specifying which aspects of the Final Plan, if any, deviate from the Final Plan Standards (the "Township Engineer's Final Plan Report").

(b) **Approval.**

i. **Approval without Revisions.** If the Final Plan complies with the Final Plan Standards, the Board shall approve the Final Plan as expeditiously as practical. If Outside Agency Approvals (as defined herein) have not been obtained, the Final Plan shall be approved conditionally upon issuance of such Outside Agency Approvals (as defined herein). The Board may impose reasonable conditions on the grant of approval of Final Plans in accordance with applicable law.

ii. **Approval with Revisions.** If the Final Plan contains only minor deviations from the Final Plan Standards, the Board shall approve the Final Plan as expeditiously as practical, subject to the condition that the Final Plan is revised to correct such minor defects. If Outside Agency Approvals (as defined herein) have not been obtained, the Final Plan shall be approved conditionally upon issuance of such Outside Agency Approvals (as defined herein). Each Final Plan that is approved pursuant to Paragraph 8.C(2)(b) of this Agreement and in accordance with terms and conditions acceptable to Springwood is referred to as an "**Approved Final Plan.**"

iii. **Deemed Approval.** If the Board fails to act on any Final Plan within the 90-day period required under Section 508 of the MPC, 53 P.S. § 10508 (as may be extended by Springwood in writing), such Final Plan shall be deemed to have been approved.

(c) **Disputes.**

i. **Disputes Concerning Interpretations or Applicability of Final Plan Standards.** If the Township Engineer's Final Plan Report indicates that the Final Plan does not comply with the Final Plan Standards and Springwood disputes the interpretation or applicability of such Final Plan Standards at issue, Springwood and the Township shall attempt in good faith to resolve such dispute. If Springwood and the Township resolve such a dispute and such resolution requires material revisions to the Final Plan, Springwood shall implement the agreed upon revisions, resubmit the Final Plan as so revised, and the procedures set forth in this Paragraph 8.C(2) shall recommence. If Springwood and the Township are unable to resolve the dispute, then Springwood and the Township shall jointly request the Independent Engineer, or another mutually agreed upon engineer, to resolve such

dispute by rendering a written decision with regard to such dispute. Each party to such dispute shall promptly present to the Independent Engineer and each other such information as it may choose, and there shall be no *ex parte* communications with the Independent Engineer without the consent of the other party. The Independent Engineer's decision shall be final and binding upon all parties. The Independent Engineer shall be paid his/her regular hourly rate for the time he/she spends with regard to the dispute and such fees shall be paid by Springwood and Township in equal shares.

ii. **Disputes Concerning Revisions.** If the Township Engineer's Final Plan Report indicates that the Final Plan does not comply with the Final Plan Standards and Springwood does not dispute the interpretation or applicability of the Final Plan Standards at issue, Springwood's designee and the Township's designee shall attempt in good faith to agree on the revisions, if any, to the Final Plan that are necessary to correct such deviation. If Springwood's designee and the Township's designee agree upon such revisions, Springwood shall implement the agreed upon revisions and, to the extent that the revisions are material or other material defects are noted in the Township Engineer's Final Plan Report, resubmit the Final Plan as so revised, and the procedures set forth in this Paragraph 8.C(2) shall recommence.

If Springwood's designee and the Township's designee are unable to agree upon revisions to correct such deviation, Springwood and the Township's designee shall jointly request the Independent Engineer, or another mutually agreed upon engineer, to resolve such dispute by rendering a written decision with regard to such dispute. Each party to such dispute shall promptly present to the Independent Engineer and each other such information as it may choose, and there shall be no *ex parte* communications

with the Independent Engineer without the consent of the other party. The Independent Engineer's decision shall be final and binding upon all parties. The Independent Engineer shall be paid his/her regular hourly rate for the time he/she spends with regard to the dispute and such fees shall be paid by Springwood and Township in equal shares.

D. **Preliminary/Final Plans.** Springwood, at its election, shall be permitted to submit preliminary/final subdivision and/or land development plans for the Western Site and/or Eastern Site or portions thereof (each a **"Preliminary/Final Plan"** and collectively the **"Preliminary/Final Plans"**). Each such Preliminary/Final Plan shall be submitted to the Board and Township Engineer for review and the Board's action in accordance with the procedures and requirements for Preliminary Plans set forth in Paragraph 8.B(1) of this Agreement. Each Preliminary/Final Plan shall depict the proposed development of the Western Site and/or Eastern Site, as applicable, or portions thereof, in accordance with the terms of this Agreement, the applicable Design Standards and applicable provisions of the SALDO (collectively the **"Preliminary/Final Plan Standards"**). The Township shall use good faith and reasonable efforts to ensure that Preliminary/Final Plans are processed, reviewed and acted upon as expeditiously as possible. Each Preliminary/Final Plan shall be reviewed and acted upon, and disputes shall be resolved, in accordance with the procedures and requirements for Preliminary Plans set forth in Paragraph 8.B(2) of this Agreement. If the Board fails to act on any Preliminary/Final Plan within the 90-day period required under Section 508 of the MPC, 53 P.S. § 10508 (as may be extended by Springwood in writing), such Preliminary/Final Plan shall be deemed to have been approved.

E. **Recording.** At least fifteen (15) days prior to the public meeting of the Board at which any Final Plan or Preliminary/Final Plan is to be acted upon by the Board, Springwood shall deliver to the Board four (4) copies of those sheets of the Final Plan or Preliminary/Final Plan, as applicable, which are to be recorded and the Financial Security and Improvement Agreement, as defined in Paragraph 8.F. Such sheets shall be appropriately signed by Springwood and its engineers. Immediately thereafter, the Township Manager shall cause the Township Engineer and representatives of the Township Planning Commission to sign the Final Plan or Preliminary/Final Plan, as applicable. At the public meeting at which the Final Plan or Preliminary/Final Plan, as applicable is approved by the Board, the Board shall cause the Final Plan or Preliminary/Final Plan, as applicable, to be appropriately signed by the appropriate members of the Board. Thereafter, the Final Plan or Preliminary/Final Plan, as applicable, shall be delivered to Springwood for the purpose of recording in the Office of Recorder of Deeds of Lebanon County.

F. **Execution of Improvement Agreement, Delivery of Financial Security and Payment of Fees.** Prior to recording any Final Plan or Preliminary/Final Plan, Springwood shall (a) sign an Improvement Agreement in a form to be agreed upon by the Township Solicitor and Springwood's counsel, (b) return two (2) fully signed copies thereof to the Township Solicitor, and (c) deliver financial security (the "Financial Security") to the Township in the form permitted under Section 509 of the MPC, 53 P.S. § 10509. The Financial Security to be posted shall include those improvements for which financial security may be required under Section 509 of the MPC, 53 P.S. § 10509. Upon delivery of the Improvement Agreement and required Financial Security, the Township Solicitor shall cause the signed copies of the Final

Plan or Preliminary/Final Plan to be delivered to Springwood, and Springwood shall immediately record such Final Plan or Preliminary/Final Plan in the Office of the Recorder of Deed of Lebanon County. Notwithstanding the foregoing, Springwood shall have the right, in accordance with Section 509 of the MPC, 53 P.S. §10509, to commence improvements shown on any Approved Preliminary Plan after approval of such Approved Preliminary Plan and the receipt of an NPDES Permit or erosion and sedimentation control permit, as applicable, and may commence or complete some or all of those improvements as shown on the Approved Preliminary Plan prior to submission or approval of a corresponding Final Plan. Any improvements not completed and approved by the Township Engineer and/or Township Code Enforcement Officer, as applicable, at the time that Springwood desires to record the Final Plan or Preliminary/Final Plan shall require the appropriate Improvement Agreement and Financial Security as provided in this Agreement and Section 509 of the MPC, 53 P.S. §10509. Prior to commencing such improvements pursuant to any Approved Preliminary Plan, Springwood shall provide to the Township a cash escrow for purposes of covering the costs of the inspections of such improvements, as may be permitted under Section 509(g) of the MPC, 53 P.S. § 10509(g). The amount of such cash escrow shall be reasonably estimated by the Township Engineer, but in no case shall it exceed \$10,000.00. If the balance of such escrow account falls below one-half of the original amount, the Township shall notify Springwood in writing and, within 14 days after receiving such notice, Springwood shall submit to the Township a check in an amount that is necessary to restore the balance of the escrow account to an amount equal to or greater than the original amount.

G. **Meetings with Township Consultants and Staff.** Recognizing the public and private interests underlying this Agreement and that the Design Standards exclusively apply to the Western Site and Eastern Site, the Board shall authorize its professional consultants and Township staff to meet with Springwood and its professional consultants, after reasonable notice by Springwood, for purposes of reviewing plans, studies and related information and discussing and resolving issues related thereto. The Township, the Board, the Township Manager, its Zoning Officer, Code Enforcement Officer and all other Township consultants, representatives and employees shall take all such actions with regard to Preliminary Plans, Final Plans, Preliminary/Final Plans, building permit applications and any other aspect of the development of the Western Site and Eastern Site as are necessary and reasonable to facilitate the prompt review of the plans and studies in accordance with this Agreement.

H. **Modifications and Waivers.**

1. **SALDO.** Springwood may request, and the Board may grant, at any time and from time to time modifications and/or waivers of the provisions of the SALDO in accordance with Section 512.1 of the MPC, 53 P.S. § 10512.1.

2. **Design Standards.** Springwood may request, and the Board may grant, at any time and from time to time modifications and/or waivers of standards, requirements and provisions of the Design Standards and any other ordinance of the Township in connection with the review and approval of subdivision and/or land development plans for development of the Western Site and Eastern Site pursuant to the terms of this Agreement. The Board shall grant such modifications and/or waivers if, in the opinion of the Board, the modified or waived standard results in

a design that is equal to or better than the design required by the standard to be modified and/or waived.

I. **Development in Phases.** Development of each of the Western Site and Eastern Site may occur in phases (each a "**Phase**" and any combination of two or more being "**Phases**"), over time, as determined by Springwood.

J. **Architectural Review.** At least five (5) days prior to submission of an application for a building permit, Springwood or its designee shall submit to the Township written evidence of proposed architectural styles, details, palettes, cut-sheets and samples (collectively the "**Architectural Information**") relating to the buildings proposed in such application for building permit. Such written evidence shall be prepared by an architect registered within the Commonwealth of Pennsylvania, who shall certify that, in the architect's professional opinion, the written evidence is consistent with architectural requirements for buildings set forth in applicable provisions of the Design Standards. Such Architectural Information shall be approved by the Board or an architect, consultant or employee designated by the Board if such Architectural Information complies with applicable Design Standards and terms of this Agreement.

(1) If the Board or its designee determines that the Architectural Information (or any revised Architectural Information that is resubmitted) does not comply with applicable Design Standards and terms of this Agreement, then the Board or its designee shall notify Springwood in writing of any such asserted defects in the Architectural Information within the same time period for which review of the building permit must be completed under the Construction Code Act, 35 P.S. § 7210.101 et seq. (the "**Construction Code**"), and applicable regulations and codes thereunder.

(2) If the Township determines that the Architectural Information (or any revised Architectural Information that is resubmitted) complies with applicable Design Standards and terms of this Agreement, then the Board or its designee shall approve such Architectural Information within the same time period for which review of the building permit must be completed under the Construction Code and applicable regulations and codes thereunder.

9. **Outside Agency Approvals.** In connection with any Preliminary Plan, Final Plan or Preliminary/Final Plan, the parties acknowledge and agree that it may be necessary to obtain licenses, permits, approvals, waivers and agreements from governmental bodies, agencies and authorities, other than the Board, (each an **"Outside Agency"** and collectively the **"Outside Agencies"**) having jurisdiction over the development proposed on such plans (each an **"Outside Agency Approval"** and collectively the **"Outside Agency Approvals"**), including without limitation the Pennsylvania Department of Environmental Protection (**"DEP"**), the Pennsylvania Department of Transportation (**"PennDOT"**), and the Lebanon County Conservation District (the **"Conservation District"**). The Board and Township shall not take any action that would result in any Outside Agency Approval being withheld, delayed or denied, provided that such application for Outside Agency Approval is substantially consistent with the terms of this Agreement or any Approved Preliminary Plan, Approved Final Plan or Approved Preliminary/Final Plan, as applicable and otherwise compliant with applicable prevailing law. The Board acknowledges that the Township may be required to be the applicant for certain Outside Agency Approvals, and the Board hereby agrees to execute such applications and other documents and do such

things as may be reasonably requested to carry out the terms this Agreement and to obtain such Outside Agency Approvals.

10. **Sewer Planning Module.** If a sewer planning module is required for the provision of sewer service to the Western Site and/or Eastern Site, or any portions thereof (each a "**Planning Module**"), the Board shall process the Planning Module in accordance with the applicable DEP sewage facilities planning module regulations. Within sixty (60) days of submission of a properly completed and submitted Planning Module, the Board shall endorse the Planning Module and forward the Planning Module to DEP for its review and approval. If Springwood submits a properly completed Application for Planning Module exemption and such an exemption is appropriate under applicable regulations, the Township shall complete, execute and process the exemption, including obtaining the signatures of the public sewer provider, within sixty (60) days of submission. As soon as conveniently practicable thereafter, the Township shall forward the fully executed Planning Module exemption to DEP for its review and approval. The Township shall cooperate with Springwood in the processing of the Planning Module by DEP, including any revisions, corrections or resubmissions thereof, and the Board shall not interfere in any manner in Springwood's efforts to obtain DEP's approval of the Planning Module.

11. **Transportation Improvements.**

A. **Preparation of Traffic Impact Study.** Prior to or in connection with submission and review of a Preliminary Plan for developing the Western Site and/or Eastern Site, or portions thereof, Springwood shall prepare a traffic impact study for the development proposed on such Preliminary Plan in accordance with the standards set forth in the SALDO and, as applicable, PennDOT policies and regulations

(each a "**Traffic Impact Study**"). The scope of the intersections and segments that are studied in the Traffic Impact Study shall be determined (i) by PennDOT if the development proposed on such plan contemplates the construction of transportation improvements within any PennDOT right of way and thereby requires the issuance of a highway occupancy permit by PennDOT (each a "**PennDOT HOP**") or (ii) by the Township if no such PennDOT HOP is contemplated.

B. **Submission of Traffic Impact Study.** Prior to or in connection with submission of the Preliminary Plan referenced in Paragraph 11.A above, Springwood shall submit the Traffic Impact Study to the Township and, if a PennDOT HOP is required, to PennDOT. The Board shall use reasonable efforts to cause its traffic engineer (the "**Township Traffic Engineer**") to review the Traffic Impact Study and provide written comments to Springwood within twenty (20) days after submission.

C. **Township Permits.** To the extent that the Township has any jurisdiction over issuing approvals and permits for constructing and/or operating any portion of the transportation improvements that are contemplated to be constructed in the Traffic Impact Study (the "**Transportation Improvements**"), the Township shall review such applications for approvals and permits within thirty (30) days after receipt of an application or request by Springwood for such permits and approvals and, if such applications comply with all applicable regulations and ordinances of the Township, promptly issue such permits and approvals.

D. **PennDOT Permits.**

(1) **Application.** Springwood shall submit to PennDOT applications for highway occupancy and traffic signal permits, as applicable, to construct and operate the Transportation Improvements (also including any stormwater

improvements along or within PennDOT rights of way) contemplated for development proposed on any Preliminary Plan, Final Plan or Preliminary/Final Plan (the "**PennDOT Permits**").

(2) **Cooperation.** The Township acknowledges that it may be required to be the applicant and permittee for some or all of the Transportation Improvements and agrees to execute such appropriate, complete and accurate documents and do such things as may be reasonably requested by Springwood to obtain the PennDOT Permits, all at Springwood's cost.

E. **Construction of Transportation Improvements.** If Springwood elects to proceed with the construction of any building pursuant to this Agreement and an Approved Preliminary Plan, Approved Final Plan or Approved Preliminary/Final Plan, as applicable, then Springwood or its contractors or designees shall construct the Transportation Improvements in accordance with the terms and conditions of the PennDOT Permits. The parties acknowledge and agree that it might not be economically feasible to construct all required Transportation Improvements at the same time. The parties further agree to negotiate in good faith a phasing schedule for constructing such Transportation Improvements, and the Board agrees to support Springwood in its efforts to obtain PennDOT's approval of such phasing schedule in connection with issuance of any PennDOT Permits.

F. **Contributions towards Transportation Improvements.**

(1) **Existing Contributions.** The Township acknowledges and agrees that it has received a commitment for a contribution in the amount of \$487,000.00 for constructing improvements to the intersection of Cornwall Road and Rocherty Road (the "**Cornwall/Rocherty Contribution**"). The Township shall use

reasonable efforts to ensure that the Cornwall/Rocherty Contribution is obtained. Upon receipt of the Cornwall/Rocherty Contribution, the Township shall apply such funding towards constructing improvements to such intersection in connection with development of the Western Site, Eastern Site and/or other such project for which improvements to such intersection are necessary or required.

(2) **Future Contributions.** To the extent that the Board obtains contributions for road improvements from landowners or developers of any land development projects that are located in the vicinity of the Western Site or Eastern Site and will impact or benefit from the Transportation Improvements, as determined through sound traffic engineering practices, such contributions shall be refunded to Springwood up to a maximum amount of Springwood's financial contribution towards the Transportation Improvements. In addition, in any traffic impact studies that are required to be submitted to the Township in connection with any proposed development lands (other than development proposed by Springwood) that will impact or benefit from the Transportation Improvements, or any portions thereof, and in any traffic impact study that is required to be submitted to PennDOT and for which PennDOT desires the input of the Township, the Township shall require (or, in the case of a study submitted to PennDOT, request that PennDOT require) that the projected traffic from the development contemplated on the Western Concept Plan and Eastern Concept Plan be included in such traffic impact study.

G. **Eminent Domain.** To the extent necessary to construct any improvements to any PennDOT right of way or Township right of way (whether existing or proposed) that are required for, or in connection with, developing the Western Site or Eastern Site, or any portions thereof, and provided that such improvements are for a

public purpose within the meaning of the Eminent Domain Code, 26 Pa.C.S.A. § 204 et seq., the Board shall promptly take all actions that are appropriate and necessary to obtain additional temporary and/or permanent rights of way for streets (and related grading, traffic control equipment, utilities and stormwater facilities), including the exercise of the power of eminent domain pursuant to the Eminent Domain Code. Springwood shall provide the Township with monies reasonably estimated to be required for payment of just compensation for such right of way and shall reimburse the Township for any additional compensation and damages as the Township is required to pay by a reasonably negotiated agreement (based upon estimated fair market value), award of Board of View or upon judgment by verdict or consent by the Court of Common Pleas.

12. **Building Permits.** Notwithstanding any provision contained in any Township ordinance, rule, regulation or custom, at any time after the Final Plan has been submitted, Springwood may submit building plans and the appropriate building permit application(s) to the Township for review and approval. All building permit applications shall conform to the Design Standards or, in the event such Design Standards violate or are inconsistent with standards of the Pennsylvania Uniform Construction Code ("UCC") and related codes thereunder, then, to such extent, such application shall comply with the standards of the UCC and related codes thereunder. The procedure for review and approval of all building permit applications shall be in accordance with the UCC.

13. **Certificates of Occupancy.** All buildings constructed by Springwood shall be inspected by the Township's designated inspector. The Township Code

Enforcement Officer shall issue a certificate of occupancy for such building in accordance with applicable provisions of the UCC.

14. **Cooperation.** The Board and Springwood acknowledge and agree that Springwood will need the cooperation of the other to carry out the provisions of this Agreement, and the parties hereby agree to execute such documents and do such things as may be reasonably requested to carry out the terms and conditions of this Agreement, including without limitation executing applications and other documents and serving as an applicant for the Governmental Funding when requested by Springwood, taking action that is reasonably necessary to obtain and secure such Governmental Funding and filing in good faith submissions for plans that are consistent with the terms and conditions of this Agreement and the applicable Design Standards (except to the extent that a modification is sought pursuant to Paragraph 8.H). To the extent necessary to fund infrastructure improvements, the parties also agree to explore and negotiate in good faith any other financing mechanisms, including issuance of municipal bonds and tax increment financing.

15. **Fees.** With the exception of (i) tapping fees and/or connection fees to be paid by Springwood in connection with obtaining the necessary sewage capacity to serve the Western Site and/or Eastern Site, (ii) invoices submitted by the Township Engineer, Solicitor and other professional consultants for plan reviews and construction inspections of improvements to be constructed pursuant to this Agreement, (iii) invoices submitted by the Township's traffic engineer and/or landscape consultant, and (iv) the Township's applicable fee(s) for the review and issuance of building permits, inspections, and use and occupancy permits, or any other plans or applications submitted in connection with the development of the Western Site and/or Eastern Site in

accordance with this Agreement (collectively the "**Fees**"), no other fee, cost, expense, etc. shall be imposed upon Springwood in connection with any aspect of the submission, review or approval of the Preliminary Plans, Final Plans, Preliminary/Final Plans, building permits, use and occupancy permits or any other plans or applications submitted in connection with the development of the Western Site and Eastern Site in accordance with this Agreement. It is further understood that future professional consultant expenses are to be in accordance with the MPC. Springwood and the Board agree that the Township's reimbursement for fees of professional consultants shall be governed by Section 503 of the Pennsylvania Municipalities Planning Code, 53 P.S. § 10503. Springwood and the Board also agree that the Township's reimbursement for inspection fees shall be governed by Section 510 of the Pennsylvania Municipalities Planning Code, 53 P.S. § 10510.

16. **Administration and Enforcement.**

A. **Zoning Officer.** Except to the extent inconsistent with the terms of this Agreement, the Township's Zoning Officer shall administer and enforce the Design Standards as if such Design Standards are contained within the Township's Zoning Ordinance. Such administration and enforcement shall comply with the procedures and requirements set forth in Sections 614, 616.1, 617, 617.1 and 617.2 of the MPC (53 P.S. § 10614, 10616.1, 10617 and 10617.2), as amended.

B. **Appeal to Board.** Notwithstanding anything herein to the contrary, in the event that Springwood disagrees with any determination or action taken by the Zoning Officer in administering or enforcing the Design Standards relating to any improvements constructed pursuant to the terms of this Agreement, Springwood shall have the right to appeal such determination or enforcement action to the Township's

Zoning Hearing Board pursuant to Section 909.1(a), 914.1(b) and 908 of the MPC, 53 P.S. § 10909.1(a), 10914.1(b) and 10908..

17. **Default.** Should any party violate or fail to perform any of the terms or conditions of this Agreement, any other party may bring an action to enforce the Consent Decree Order and the terms of this Agreement, as well as an action for specific performance or other action at law and/or equity and for the costs of bringing such action (including reasonable attorney fees). No failure or delay on the part of either party in exercising any right, remedy, power or privilege under this Agreement shall operate as a waiver thereof nor shall any single or partial exercise of any other right, remedy, power or privilege. The rights and remedies expressly specified in this Agreement are cumulative and are not exclusive of any rights or remedies which either party would otherwise have.

18. **Releases.**

A. **Release by Springwood.** Effective upon the date on which the Consent Decree Order becomes final and unappealable, Springwood, and its principals in their own right, individually and collectively, release, acquit and forever discharge the Board, its present or former affiliates, successors, assigns, employees, agents, attorneys, representatives and Supervisors, individually and in their official capacity), from any and all claims, actions, causes of action, suits, demands, rights, damages, costs, expenses, and defenses of whatever kind or nature, whether at law or in equity, or mixed, whether known or unknown, which Springwood now has, has had or may hereafter have against the Board, its present or former affiliates, successors, assigns, employees, agents, attorneys, representatives and Supervisors, individually and in their official capacity, relating to or arising from any act, omission or transaction occurring on

or prior to the date of this Agreement. The foregoing release shall be effective as to the Board's agents, attorneys and representatives only when those agents, attorneys and representatives are acting on behalf of the Board.

B. **Release by Board.** Effective upon the date on which the Consent Decree Order becomes final and unappealable, the Board and Township, and their employees, agents, attorneys and representatives releases, acquits and forever discharges Springwood, its directors, shareholders, employees, agents, attorneys and representatives, from any and all claims, actions, causes of action, suits, demands, rights, damages, costs, expenses, and defenses of whatever kind or nature, whether at law or in equity, or mixed, whether known or unknown, which the Board now has, has had or may hereafter have against Springwood, its directors, shareholders, employees, agents, attorneys and representatives, relating to or arising from any act, omission or transaction occurring on or prior to the date of this Agreement. The foregoing release shall be effective as to Springwood's agents, attorneys and representatives only when those agents, attorneys and representatives are acting on behalf of Springwood.

19. **Notice.** All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed given if personally delivered or mailed, certified mail, return receipt requested, or via a nationally recognized overnight delivery service to the following addresses or to such other address as may be specified in writing at any time:

If to Springwood:

Springwood Development Partners, LP
c/o Joseph W. Deerin
LMS Commercial Real Estate
120 North Pointe Blvd., Suite 301
Lancaster, PA 17601

and

Springwood Development Partners, L.P.
c/o Richard Welkowitz
120 North Pointe Boulevard
Lancaster, PA 17601

With a copy to:

Charles M. Courtney, Esq.
McNees Wallace & Nurick LLC
100 Pine Street
Harrisburg, PA 17101

If to the Board, to:

Robin Getz, Township Manager
Board of Supervisors
North Cornwall Township
320 S. 18th Street
Lebanon, PA 17042

With a copy to:

James M. Lillis, Esq.
Kozloff Stoudt, PC
2640 Westview Drive
Wyomissing, PA 19610

20. **Authorized Action.** Both Springwood and the Board affirm that all actions as are necessary to approve this Agreement have been taken and no further actions are necessary in order to authorize, approve or effectuate this Agreement. Both Springwood and the Board affirm that they have caused this Agreement to be executed by their respective duly authorized representative(s).

21. **Binding Effect.** This Agreement and the rights and obligations hereunder shall be binding upon and inure to the benefit of the Board and Springwood, its successors and assigns and successors in title. A memorandum of this Agreement may be recorded in the Office of Recorder of Deeds of Lebanon County, Pennsylvania.

22. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which for all purposes shall be deemed to be original and all of which taken together shall constitute one and the same Agreement.

23. **Entire Agreement.** This Agreement contains the entire agreement between the parties hereto and its terms are contractual, and not a mere recital. The times set forth in this Agreement are of the essence. This Agreement may be amended or modified only by a written instrument duly executed by each of the parties hereto prior to the effective date of any such amendment or modification.

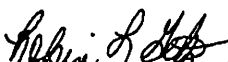
24. **Severability.** If any term or provision of this Agreement or any provision of the Design Standard shall be held invalid or unenforceable, the remaining terms and provisions of this Agreement shall not be affected thereby.


REMAINDER OF PAGE INTENTIONALLY HAS BEEN LEFT BLANK

IN WITNESS WHEREOF the parties to this Agreement have caused it to be executed by themselves or their respective duly authorized representatives.

WITNESS/ATTEST:

**BOARD OF SUPERVISORS OF NORTH
CORNWALL TOWNSHIP** (Lebanon County,
Pennsylvania)

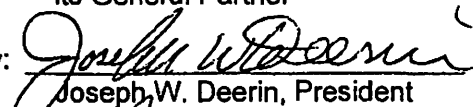
By: 
Name: Robin L. Getz
Title: Township Manager

By: 
Name: Ralph D. Heister III
Title: Chairman, North Cornwall Township
Board of Supervisors


WITNESS/ATTEST:

**SPRINGWOOD DEVELOPMENT
PARTNERS, LP, a Pennsylvania limited
Partnership**

By: Springwood Development GP, LLC,
its General Partner

By: 
Joseph W. Deerin, President

By: 
Richard Welkowitz, Vice President

By: 
Name: Charles M. Courhey
Title: Attorney

By: _____
Name: _____
Title: _____

JOINDER

South Lebanon Township (Lebanon County) hereby joins in this Settlement Agreement for the purpose of acknowledging and agreeing that, upon the date on which the Consent Decree Order (as defined in the Settlement Agreement) becomes final and unappealable, the South Lebanon Township Portion (as that term is defined in the Settlement Agreement) may be developed and used in accordance with the Eastern Design Standards (as defined in this Settlement Agreement), as may hereafter be amended by agreement between Springwood and North Cornwall Township. In connection with development of the Eastern Site (as that term is defined in the Settlement Agreement), Developer shall preserve the trees, shrubs and other substantial vegetation that are located along the Rail Trail (as that term is defined in the Settlement Agreement) to the extent that such trees, shrubs and other substantial vegetation are located on the Eastern Site. Such Eastern Design Standards shall supersede all standards and requirements under the South Lebanon Township's ordinances to the extent that such standards and requirements are inconsistent with the Eastern Design Standards. It is further acknowledged and agreed that the Board of Supervisors of South Lebanon Township shall have the right to modify and/or waive, in accordance with Paragraph 8.H of the Settlement Agreement, any standard or requirement in the Eastern Design Standards to the extent that such standard or requirement applies to the South Lebanon Township Portion.

WITNESS/ATTEST:

**BOARD OF SUPERVISORS OF SOUTH
LEBANON TOWNSHIP** (Lebanon County,
Pennsylvania)

By: Curtis E. Kulp
Name: CURTIS E. KULP
Title: MANAGER

By: Robert J. Arnold
Name: ROBERT J. ARNOLD
Title: CHAIRMAN



REVISION	DATE	BY

REVISION	DATE	BY

EXHIBIT "A"
EXISTING CONDITIONS PLAN
 SPRINGWOOD
 North Cornwall Township
 South Lebanon Township
 Harrison County, Pennsylvania

BSI
 Surveying & Mapping, Inc.
 2729 North Drive, Suite 100
 Springwood, PA 15062
 Phone: (724) 222-7171
 Fax: (724) 222-2488

FIELD CREW: JD/JH
 BASIC MAP: MDD
 DRAWN: JD
 DESIGN: MAM
 CHECKED: MAM
 DATE: 02/24/10
 SCALE: 1"=200'
 PROJECT #907-08-002

EXHIBIT "B"

DESIGN STANDARDS

ARTICLE 1 – DEFINITIONS.

1. The following terms as used in this Exhibit "B" shall have the following definitions:

AASHTO - American Association of State Highway and Transportation Officials.

ACCESS DRIVE – For the Western Development and Eastern Development (excluding the Residential Area), an improved accessway of not less than the width required herein which provides vehicular access from a street or private road to the buildings on a lot. For example, except for Western Street A depicted on the Western Site Concept Plan, all vehicular accessways that are proposed on such plan are access drives. As another example, except for Eastern Street A, Eastern Street B, Eastern Street C and Eastern Street D, all vehicular accessways outside of the Residential Area are access drives.

ACCESS DRIVE, INTERIOR – An access drive of not less than the width required herein which provides vehicular access from one building to another building on the same lot.

ADJOINING EASTERN PROPERTY – The lot that adjoins the eastern side of Cornwall Road and the Eastern Site, labeled as "Francis H. Arnold" on the Eastern Site Concept Plan.

ADJOINING RESIDENTIAL PROPERTIES – The two lots that are labeled as "Adjoining Residential Property 1" and "Adjoining Residential Property 2" on the Western Site Concept Plan.

ADULT USE - Any of the following, either alone or in combination with any other use.

- A. An establishment having as a substantial or significant portion of its stock in trade or in which are displayed or viewed, magazines, periodicals, books, drawings, photographs, videos, paraphernalia, or other materials that are distinguished or characterized by their emphasis on depicting, describing, or displaying sexual activities or conduct or exposed male or female genital areas.
- B. An establishment or place of assembly to which the public is permitted or invited:
 1. which has all or a substantial or significant portion of its stock in trade consisting of any the following items, whether alone or in combination:

- a. books, magazines or other periodicals as well as films or other forms of audio or visual representation that are distinguished or characterized by an emphasis on depiction, description, or display of sexual activities or conduct or exposed male or female genital areas
 - b. instruments, devices or paraphernalia which are designed primarily for use in connection with sexual activities or conduct; and/or
 - 2. wherein coin- or slug-operated or electronically or mechanically controlled still or motion picture machines, projectors, or other image producing devices are maintained to show images, with or without sound, where the images so displayed are distinguished or characterized by an emphasis on depiction, description, or display of sexual activities or conduct or exposed male or female genital areas; and/or
 - 3. which features male and/or female entertainers who engage in activities such as topless or bottomless dancing or stripping, or persons whose performance or activities include simulated or actual sex acts; and/or
 - 4. which offers its patrons any other retail goods, services, or entertainment which is characterized by an emphasis on matter or activities relating to, depicting, describing or displaying sexual activity or conduct or exposed male or female genital areas.
- C. The following specific uses are examples of adult uses, but shall not be considered the only types of adult uses.
- 1. Adult Bath House: An establishment or business which provides the services of baths of all kinds, including all forms and methods of hydrotherapy during which specified anatomical areas are displayed or specified sexual activity occurs. This definition shall not apply to hydrotherapy treatment practiced by, or under the supervision of a medical practitioner. A medical practitioner, for the purpose of these Design Standards, shall be a medical doctor, physician, chiropractor or similar professional licensed by the Commonwealth of Pennsylvania.
 - 2. Adult Body Painting Studio: Any establishment or business which provides the service of applying paint or other substance whether transparent or nontransparent to or on the human body when specified anatomical areas are exposed.

3. Adult Bookstore: Any establishment which has a substantial or significant portion of its stock in trade:
 - a. Books, films, magazines or other periodicals or other forms of audio or visual representation which are distinguished or characterized by an emphasis on depiction or description of specified sexual activities or specified anatomical areas;
 - b. Instruments, devices or paraphernalia which are designed for use in connection with specified sexual activities.
4. Adult Cabaret: A nightclub, theater, bar or other establishment which features live or media representations of performances by topless or bottomless dancers, go-go dancers, exotic dancers, strippers, or similar entertainers, where such performances are distinguished or characterized by an emphasis on specified sexual activities or specified anatomical areas.
5. Adult Massage Establishment: Any establishment or business which provides the services of massage and body manipulation, including exercises, heat and light treatments of the body, and all forms and methods of physiotherapy, unless operated by a medical practitioner, chiropractor, professional physical therapist, or massage therapist who is both nationally certified in the therapeutic massage by the National Certification Board for Therapeutic Massage and Bodywork, and who is a professional member with active status in good standing of the American Massage Therapy Association.
6. Adult Mini Motion Picture Theater: An enclosed or unenclosed building with a capacity of more than five (5), but less than fifty (50), persons used for presenting any form of audio or visual material, and in which a substantial portion of the total presentation time measured on an annual basis is devoted to the showing of material which is distinguished or characterized by an emphasis on depiction or description of specified sexual activities or specified anatomical areas.
7. Adult Model Studio: Any place where, for any form of consideration or gratuity, figure models who display specified anatomical areas are provided to be observed, sketched, drawn, painted, sculptured, photographed, or similarly depicted by persons paying such consideration or gratuity, except that this provision shall not apply to any "figure studio" or "school of art" or similar establishment which meets the requirements established in the Education Code of the Commonwealth of Pennsylvania for the

issuance or conferring of, and is in fact authorized thereunder, to issue and confer a diploma.

8. Adult Motel: A motel or similar establishment offering public accommodations for any consideration, which provides patrons as a substantial or significant portion of its stock in trade with material distinguished or characterized by an emphasis on depiction or description of specified sexual activities or specified anatomical areas. A motel or similar establishment that offers adult movies or video programming along with non-adult movies or video programming shall not be deemed to be an adult motel solely on the basis of that it provides such adult movies and video programming.
9. Adult Motion Picture Arcade: Any place to which the public is permitted or invited wherein coin or slug operated or electronically or mechanically controlled still or motion picture machines, projectors, or other image producing devices are maintained to show images to five (5) or fewer persons per machine at any one time, and where the images so displayed are distinguished or characterized by an emphasis on depiction or description of specified sexual activities or specified anatomical areas.
10. Adult Motion Picture Theater: An enclosed or unenclosed building with a capacity of fifty (50) or more persons used for presenting any form of audio or visual material, and in which a substantial portion of the total presentation time measured on an annual basis is devoted to the showing of material which is distinguished or characterized by an emphasis on depiction or description of specified sexual activities or specified anatomical areas.
11. Adult Newsrack: Any machine or device which dispenses material substantially devoted to the depiction of specified sexual activities or specified anatomical areas.
12. Adult Outcall Service Activity: Any establishment or business which provides an outcall service which consists of individuals leaving the premises upon request or by appointment to visit other premises for a period of time for the purpose of providing any service during which time specified anatomical areas are displayed or specified sexual activity occurs.
13. Adult Sexual Encounter Center: Any business, agency, or person who, for any form of consideration or gratuity, provides a place where two (2) or more persons, not all members of the same family, may congregate, assemble or associate for the purpose of engaging in specified sexual

activity or exposing specified anatomical areas, excluding psychosexual workshops, operated by a medical practitioner licensed by the Commonwealth, to engage in sexual therapy.

14. **Adult Theater:** A theater, concert hall, auditorium or other similar establishment, either indoor or outdoor in nature, which regularly features live performances which are distinguished or characterized by an emphasis on specified sexual activities or by exposure of specified anatomical areas for observation by patrons.
15. Any other business or establishment which offers its patrons services or entertainment characterized by an emphasis on matter depicting, describing or relating to specified sexual activities or specified anatomical areas.

ALLEY – Within the Residential Area, a vehicular accessway (less than 20 feet in width), other than a street, which affords only a secondary means of access to abutting dwelling units and is not intended for general traffic circulation.

ANCHOR STORE – An individual principal use within the shopping center that has more than three hundred (300') lineal feet of storefront.

ANIMATED SIGN - A sign incorporating LCD, LED, plasma, CRT, pixelized lights, other video-like displays or other means of changing messages, which message changes more than eight (8) times per day.

APARTMENT – A dwelling unit that is above space designated for non-residential use, which provides separate, independent living, and sanitary facilities for one (1) family or individual, including provisions for cooking and sleeping. Where such unit contains no specific bedroom area, it shall be deemed an efficiency apartment and regulated as all other apartment dwelling units.

BILLBOARD - An off-premise sign other than a gateway sign which directs attention to a product, service, business, or cause not offered on the premises. Billboards are expressly prohibited within the Eastern and Western Developments.

BOARD – The Board of Supervisors of North Cornwall Township.

BODY SHOP (OR AUTOMOBILE BODY SHOP) – A building, or portion thereof that is principally used for the repair or painting of bodies, chassis, wheels, fenders, bumpers, and/or accessories of automobiles and other vehicles for conveyance.

BUILDING – A structure which has a roof supported by columns, piers, or walls, which is intended for the shelter, housing, or enclosure of persons, animals, or chattel.

BUILDING HEIGHT (HEIGHT OF BUILDING) – The vertical dimensions measured from the average elevation of the finished grade at the front of the building to the highest point of the ceiling of the top story, in the case of a flat roof;

to the deckline of a mansard roof, and to the average height between the plate and ridge of a gable, hip or gambrel roof.

CASINOS - A facility other than a racetrack and/or an off-track betting facility wherein wagering and other lawful gambling activity, is conducted under Pennsylvania law. This use shall include any facility in which gambling devices, including but not limited to slot machines, video poker machines, punch boards, and similar devices are located. The term "lawful gambling activity" shall not include the sale of lottery tickets in compliance with State Lottery law.

CATERERS, BAKERS AND CONFECTIONERS – A retail commercial use devoted to the preparation, packaging and/or delivery of prepared foods for consumption at another location. This use shall also expressly include the retail sales of those goods produced on the site; however, no seating for onsite consumption shall be permitted.

CLEAR SIGHT TRIANGLE – An area of unobstructed vision between 30 inches and eight feet above grade, where streets intersect with streets and where streets intersect with access drives, as determined by lines of sight between points at a given distance from the intersection of street center lines and access drive center lines.

CLINIC – An individual building or cluster of buildings operated by one or more licensed medical or dental practitioners for the purpose of providing medical, dental, optical or veterinary treatment to the public on an outpatient basis.

COLOR PALETTE – The colors that are identified in Appendix A, together with shades and hues that are similar thereto. Other colors may be permitted by majority vote of the Board.

COMMUNITY CENTER – A meeting place used by members of a community for social, cultural, or recreational purposes.

CONDITIONAL USE – A procedure whereby uses are allowed or denied in accordance with the requirements of the Act.

CORRIDOR, COMMERCIAL/OFFICE – In the Eastern Development, lots with frontage on the right-of-way of Eastern Street A and/or the right-of-way of Eastern Street B, as depicted on the Eastern Street Concept Plan, attached hereto as Exhibit F of the Settlement Agreement, along with any lot that incorporates the Adjoining Eastern Property.

CORRIDOR, OFFICE – In the Eastern Development, lots with frontage on the right-of-way of Eastern Street C and/or the right-of-way of Eastern Street D (excluding lots within the Residential Area and lots that also have frontage along the Commercial Office Corridor), as depicted on the Eastern Street Concept Plan, attached as Exhibit F of the Settlement Agreement.

COURT (OR COURTYARD) – An open space or improved space, other than a peripheral sidewalk or a required street-side sidewalk, that adjoins a building and is intended to serve as a place where visitors to the Development may congregate.

CUL-DE-SAC – A street with a single means of entry and exit. A cul-de-sac has two (2) parts, the stem and the turnaround.

CUTOFF FIXTURE – A fixture that distributes light not exceeding (2.5%) at or above a horizontal line drawn at the bottom of the fixture (i.e. 90 degrees above the horizon) and not greater than (10%) between eighty (80) and ninety (90) degrees. See adjoining diagram.

DESIGN STANDARDS – The design standards for the Western Development and Eastern Development, as set forth in this Exhibit "B" of the Settlement Agreement.

DEVELOPER – Springwood Development Partners, LP, its successors, assigns and successors in interest to any portion of the Western Site or Eastern Site, as applicable.

DEVELOPMENT – The Development that is proposed on the Western Site and Eastern Site, as applicable, or portions thereof.

DEVELOPMENT PLAN – A plan that proposes (i) subdivision or land development, within the meaning of the Pennsylvania Municipalities Planning Code, 53 P.S. § 10101 et seq. and (ii) is submitted to the Board pursuant to the Settlement Agreement.

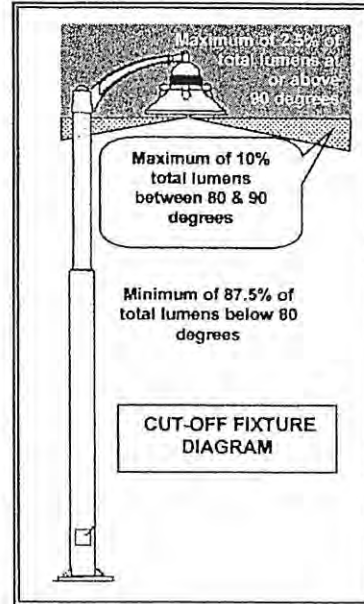
DWELLING, SINGLE FAMILY ATTACHED (OR TOWNHOUSE) – A dwelling unit constructed as part of a series of three (3) or more connected dwelling units with one (1) dwelling unit from floor to roof and, except for end units, having two (2) or more party walls in common with two (2) or more other dwelling units.

DWELLING UNIT – One room or rooms connected together, constituting a separate independent housekeeping establishment for owner occupancy, or rental or lease on a weekly, monthly, or longer basis, and physically separated from any other rooms or dwelling units which may be in the same structure, and containing independent cooking and sleeping facilities for one (1) family.

EASTERN SITE CONCEPT PLAN – The Eastern Site Concept Plan that is incorporated into the Settlement Agreement as Exhibit D.

EASTERN DEVELOPMENT – The Development that is proposed on the Eastern Site pursuant to the Settlement Agreement.

EASTERN SITE – The total land area that generally is depicted on the Eastern Site Concept Plan, together with the Adjoining Eastern Property at such time as it is acquired by the Developer of the Eastern Development.



EASTERN SITE DESIGN STANDARDS – The portion of the Design Standards set forth in Article III of this Exhibit B.

EASTERN STREET A – In the Eastern Development, the street that is labeled as "Eastern Street A" on the Eastern Street Concept Plan, attached hereto as Exhibit F of the Settlement Agreement, which extends from the right of way of Cornwall Road to the right of way of Rocherty Road.

EASTERN STREET B – In the Eastern Development, the street that is labeled as "Eastern Street B" on the Eastern Street Concept Plan, attached hereto as Exhibit F of the Settlement Agreement, which runs from the right-of-way of Cornwall Road to the right-of-way of Eastern Street B.

EASTERN STREET C – In the Eastern Development, the street that is labeled as "Eastern Street C" on the Eastern Street Concept Plan, attached hereto as Exhibit F of the Settlement Agreement, which runs from the right-of-way of Eastern Street A to the right-of-way of Eastern Street D.

EASTERN STREET D – In the Eastern Development, the street that is labeled as "Eastern Street D" on the Eastern Street Concept Plan, attached hereto as Exhibit F of the Settlement Agreement, which runs from the right-of-way of Eastern Street A to the northern boundary of the Eastern Site.

FAÇADE – The exterior face of a building

END FAÇADE – The outside side of a building that does not face an adjoining street right-of-way. On corner lots in the Residential Area, the façade that faces an adjoining street right-of-way but does not contain the main entrance to the dwelling unit shall be considered an end façade.

FRONT FAÇADE – A façade on the Eastern Site that is located closest to and generally parallel with the adjoining street right-of-way (excluding the street right of way of Cornwall Road). For corner lots, the façade that contains the main entrance

REAR FAÇADE – A façade that is opposite the front façade or storefront facade.

SIDE FAÇADE – A façade that is not a rear façade, front façade or storefront façade.

STOREFRONT FAÇADE (OR STOREFRONT) – The façade on the Western Site that adjoins the peripheral sidewalk or in the case of a use not adjoining the peripheral sidewalk, that façade that includes the building's main public entrance.

FAMILY – One (1) or more persons living together as a single, non-profit housekeeping unit and doing the cooking on the premises; however, this shall not include a group of persons occupying a boarding house, guest home, club, hotel, motel, fraternity or sorority house.

FARMERS AND/OR FLEA MARKET - A retail sales use where more than one vendor displays and sells general merchandise that is new or used on a regularly occurring basis. Farmers and/or flea markets may only include indoor display of merchandise.

FIXTURE - A complete lighting unit consisting of one or more lamps (light sources) together with the parts designed to control the light distribution, and other mechanical and electrical components.

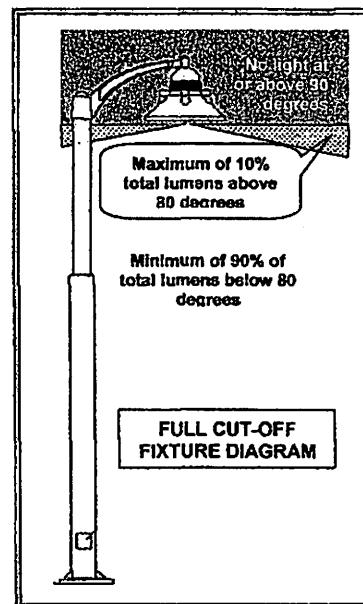
FLOOR AREA, GROSS – The sum of the floor area of a building, as measured to the outside surfaces of exterior walls and including all areas intended and designed for the conduct of a business or use.

FOOTCANDLE— A measure of intensity of light stated in lumens per square foot.

FRONTAGE (OR LOT FRONTAGE) – That portion of a lot extending along a street right-of-way line.

FULL CUTOFF FIXTURE— A fixture that distributes no light at or above a horizontal line drawn at the bottom of the fixture (i.e. 90 degrees above the horizon) and not greater than (10%) between eighty (80) and ninety (90) degrees. See adjoining diagram.

GARAGE, REPAIR (OR AUTOMOBILE REPAIR GARAGE) – A structure, building or area of land or any portion thereof used primarily for the servicing and repair of automotive vehicles. A repair garage may provide one (1) or more of the following services: general mechanical repair of motor vehicles including state inspection, lubrication, washing or sale of accessories and motor vehicle fuels. Services that are not permissible as part of a repair garage are body work, straightening of body parts, painting, welding, and storage of certain vehicles as per Section 2-19 of the Western Site Design Standards. A repair garage is not an automobile body shop or retail automotive parts store.



GASOLINE STATION – A structure, building, or area of land or any portion thereof that is used solely for the sale of gasoline, or other motor vehicle fuel, lubricants, or minor accessories for travelers' convenience (e.g. windshield wiper blades, spark plugs, fuses, bulbs, oil, candy, etc.). Said uses shall not include the sale of automotive parts, tires, service, polishing or washing. Any business or industry dispensing gasoline solely for its own use and vehicles will not be deemed a gasoline station.

GLARE - The sensation produced by lighting that causes annoyance, discomfort, or loss in visual performance and visibility to the eye.

GOLF COURSE – A tract of land laid out for at least nine (9) holes for playing the game of golf and improved with trees, greens, fairways and hazards that may include a clubhouse and shelter.

GRADE, FINISHED – The completed surfaces of lawns, sidewalks, parking areas, access drives, streets and other surfaces brought to grades as shown on a Development Plan.

GREENWAY – An open area of land containing landscaping, and suitable vegetation that extends from the Rail Trail to the Stormwater Pond, a concept of which is labeled "Greenway" and depicted on the Eastern Site Concept Plan.

HOTEL – A building containing a minimum of at least ten (10) sleeping rooms which are used as the more or less temporary abiding place of individuals who, for compensation, are lodged with or without meals, and in which no provision is made for cooking in any individual room or suite. A hotel may include restaurants, banquet/conference rooms, shops, newsstands, and other accessory services which are established primarily for servicing hotel occupants and only incidentally the public.

HEALTH, FITNESS, AND RECREATIONAL CLUBS – A principal use that offers service, support, entertainment, recreation, leisure and other activities only to club members and their guests. Such use does not include adult uses, casinos, slot machine parlors, off-track betting facilities, shooting ranges or golf courses.

IESNA – Illuminating Engineers Society of North America.

INVASIVE PLANT SPECIES OF PENNSYLVANIA - Plants that displace naturally occurring native vegetation and, in the process, upset nature's balance and diversity. Invasive plants are characterized by rapid growth and prolific reproductive capabilities, highly successful seed dispersal, germination and colonization processes, rampant spreading that takes over native species and are very costly to control. In general, aggressive, non-native plants have no enemies or controls to limit their spread. These invasive plant species are:

Trees:

Acer platanoides, commonly known as Norway Maple
Acer pseudoplatanus commonly known as Sycamore Maple
Allanthus altissima commonly known as Tree-of-Heaven
Elaeagnus angustifolia commonly known as Russian Olive
Koeleruteria paniculata commonly known as Golden-rain Tree
Paulownea tomentosa, commonly known as Princess Tree
Populus Alba commonly known as White Poplar
Pyrus calleryana (and all cultivars, commonly known as Callery Pear
Ulmus pumila commonly known as Siberian Elm
Viburnum lantana commonly known as Wayfaring Tree

Shrubs and Vines:

Akebia Quintana, commonly known as Fiveleaf akebia
Alnus glutinosa, commonly known as European Black Alder
Ampelopsis brevipedunculata, commonly known as Porcelain berry
Berberis vulgaris, commonly known as European Barberry
Berberis thunbergii, commonly known as Japanese Barberry
Celastrus orbiculatas, commonly known as Oriental bittersweet
Elaeagnus angustifolia, commonly known as Russian Olive
Elaeagnus umbellaa, commonly known as Autumn Olive
Euonymus alatus, commonly known as Winged Euonymus
Ligustrum obtusifolium, commonly known as Border Privet
Ligustrum vulgare, commonly known as Common Privet
Ligustrum vulgare, commonly known as European Privet
Lonicera japonica, commonly known as Japanese Honeysuckle
Lonicera maackii, commonly known as Amur Honeysuckle
Lonicera morrowii, commonly known as Morrow's Honeysuckle
Lonicera morrowii tatarica, commonly known as Bell's Honeysuckle
Lonicera standishii, commonly known as Standish Honeysuckle
Lonicera tatarica, commonly known as Tartarian Honeysuckle
Lonicera x-bella, commonly known as Hybrid Honeysuckle
Lythrum salicaria, commonly known as Purple Loosestrife (herbaceous)
Morus alba, commonly known as White Mulberry
Morus rubra, commonly known as Red Mulberry
Phyllostachys, commonly known as aubea Bamboo
Polgnum perfoliatum, commonly known as Mile-a-minute weed
Pueraria lobata, commonly known as Kudzu
Rhamnus cathartica, commonly known as Common Buckthorn
Rhamnus frangula, commonly known as Glossy Buckthorn
Rubus phoenicolasius, commonly known as Wineberry
Rosa multiflora, commonly known as Multiflora Rose
Spiraea japonica, commonly known as Japanese spiraea
Viburnum opulus, commonly known as European Highbush Cranberry
Viburnum opulus var. opulus, commonly known as Guelder rose
Vinca minor, commonly known as periwinkle

Forbs and Grasses:

Aegopodium podagraria, commonly known as Goutweed
Alliaria petiolata, commonly known as Garlic mustard
Bromus tectorum, commonly known as Cheatgrass
Centaurea maculosa (syn. C. biebersteinii), commonly known as Spotted knapweed
Chelidonium majus, commonly known as Greater celandine
Cirsium arvense, commonly known as Canada thistle
Conium maculatum, commonly known as Poison hemlock
Coronilla varia, commonly known as Crown vetch
Epilobium hirsutum, commonly known as Hairy willow herb
Festuca elatior, commonly known as Tall fescue
Hedera helix, commonly known as English ivy
Hemerocallis fulva, commonly known as Orange day-lily
Heracleum mantegazzianum, commonly known as Giant hogweed
Hesperis matronalis, commonly known as Dame's rocket

Lythrum salicaria, L. virgatum, commonly known as Purple loosestrife
 Microstegium vimineum, commonly known as Japanese stilt grass
 Ornithogalum nutans, O. umbellatum, commonly known as Star-of-Bethlehem
 Pastinaca sativa, commonly known as Wild parsnip
 Perilla frutescens, commonly known as Beefsteak plant
 Phalaris arundinacea, commonly known as Reed canary grass
 Phragmites australis ssp. australis, commonly known as Common reed
 Polygonum cuspidatum, P. sachalinense, commonly known as Japanese knotweed
 Ranunculus ficaria, commonly known as Lesser celandine
 Typha angustifolia, commonly known as Narrow-leaved cattail
 T. x glauca (T. ang. x T. latifolia), commonly known as Hybrid cattail

Aquatics:

Myriophyllum spicatum, commonly known as Eurasian water milfoil
 Potamogeton crispus, commonly known as Curly pondweed
 Trapa natans, commonly known as Water Chestnut

LAMP - A man-made source of light.

LANDSCAPE PARK, CENTRAL – An area of land, generally located along a street that extends through the middle of the Western Development, improved with vegetation and reserved for public use. A concept of the Central Landscape Park is depicted on the Western Site Concept Plan.

LANDSCAPING – Changing, rearranging or adding to the vegetation or appearance of land to produce a visual, aesthetic or environmental effect to the use of land. Landscaping may include reshaping the land by moving earth, as well as preserving the original vegetation or adding vegetation.

LAUNDROMAT – A business premises equipped with individual clothes washing and/or drying machines for the use of retail customers, exclusive of laundry facilities provided as an accessory use in an apartment, hotel or motel.

LCD – Liquid crystal display.

LED – Light emitting diode.

LIGHT - Radiant energy that is capable of exciting the retina and producing a visual sensation. The visible portion of the electromagnetic spectrum extends from about 380 to 770 nanometers.

LIGHT TRESPASS - Unwanted light encroaching on an adjacent property in violation of the applicable illumination limitations of the Design Standards, and excessive brightness in the normal field of vision (nuisance glare)

LOADING, OFF-STREET – A paved space suitable for the loading or unloading of goods.

LOT – A designated parcel, tract or area of land established by a plat or otherwise as permitted by law and to be used, developed or built upon as a unit.

LOT AREA – An area of land which is determined by the limits of the property line surrounding that area and expressed in terms of square feet or acres. Any portion of a lot included in a street right-of-way shall not be included in calculating lot area.

LOT, CORNER – A lot at the point of intersection of and abutting on two or more intersecting streets, and which has an interior angle of less than 135 degrees at the intersection of the two street lines.

LOT COVERAGE - A percentage of the lot area which may be covered with an impervious surface (e.g., buildings, driveways, parking area, sidewalks).

LOT LINE – Any line dividing a lot from another lot, street or parcel.

LOT LINE, FRONT – A line dividing a lot from the street right-of-way. For corner lots, both lot lines dividing the lot from the street right-of-way shall be considered to be front lot lines.

LOT LINE, REAR – A line, generally opposite and parallel to the front lot line, dividing a lot from an adjacent lot or parcel.

LOT LINE, SIDE – A line, generally perpendicular to the front lot line, dividing a lot from an adjacent lot or parcel. For corner lots, all lot lines other than front lot lines shall be considered to be side lot lines.

LOT WIDTH – The mean horizontal distance between the side lot lines (or, for corner lots, between the front lot line and side lot line opposite the front lot line), measured at right angles to its depth. Required lot width shall be measured at the most forward setback line; however, in the case where one side lot line is not parallel to the other side lot line, or of pie-shaped lots, the required lot width shall be measured at a point equal to fifty (50) percent of the depth of the lot.

LUMEN - The unit of luminous flux. Photometrically, it is the luminous flux emitted within a unit solid angle (one steradian) by a point source having a uniform luminous intensity of one candela.

LUMINOUS INTENSITY - The luminous flux per unit solid angle in the direction in question, and may be expressed in candelas or lumens per steradian (lm/sr).

MATURE VEGETATION – Any tree with a four inch (4") caliper as measured five feet (5') above grade.

MESSAGE DISPLAY CYCLE – That unit of time in which one complete message is displayed upon an animated sign.

MOTEL – A building or group of buildings, whether detached or in connected units, used as individual sleeping or dwelling units, designed with separate entrances and designed for occupancy, primarily for transient automobile travelers, and providing for accessory off-street parking facilities. The term "motel" includes buildings designated as tourist courts, tourist cabins, motor lodges and similar terms.

MUSEUM – An institution in the service of society and of its development, open to the public, which acquires, conserves, researches, communicates and exhibits, for the purpose of study, education and enjoyment, the tangible and intangible evidence of people, their history, culture and surroundings.

MUTCD – The most current edition of the Manual of Universal Traffic Control Devices, published by the U.S. Department of Transportation, Federal Highway Administration.

NIGHTCLUB/LATE NIGHT ENTERTAINMENT – Any building or structure used to conduct, as a principal or accessory use, live entertainment where alcoholic or non-alcoholic beverages are offered. For the purposes of this definition, nightclub is meant to include "under 21 clubs"; live entertainment is meant to include performances where at least one entertainer is present or the use of disc-jockeys for the purpose of supplying musical entertainment; and late night entertainment is meant to include media representation of performances or other entertainment after 11 P.M.

NOXIOUS SPECIES – Plants identified by the Pennsylvania Department of Agriculture's Noxious Weed Control list, as may be amended by the Department of Agriculture. The following lists the current known species:

Cannabis sativa L, commonly known as Marijuana
Cirsium arvense, commonly known as Canadian thistle
Rosa multiflora, commonly known as Multiflora rose
Sorghum halepense, commonly known as Johnson grass
Polygonum perfoliatum, commonly known as Mile-a-minute
Pueraria lobata, commonly known as Kudzu-vine
Cirsium vulgare, commonly known as Bull or Spear Thistle
Carduus nutans, commonly known as Musk or Nodding Thistle
Sorghum bicolor, commonly known as Shattercane
Datura stramonium, commonly known as Jimsonweed
Lythrum salicaria, commonly known as Purple Loosestrife, including all cultivars
Heracleum mantegazzianum, commonly known as Giant Hogweed
Galega officinalis, commonly known as Goatsrue
Ailanthus altissima, commonly known as Tree-of-Heaven

(Source:<http://www.agriculture.state.pa.us/agriculture/cwp/view.asp?a=3&q=149376>)

NURSING REST OR RETIREMENT HOME – Facilities designed for the housing, boarding and dining associated with some level of nursing care.

OBSTRUCTION, PEDESTRIAN – Any projection, building, fence, structure or matter in, along, across or projecting into a sidewalk or trail which prevents or unreasonably restricts pedestrian travel.

OFFICE, BUSINESS – A place where the primary use is conducting the affairs of a business, service, or government, including without limitation administration, record-keeping, clerical work and similar business functions.

OFFICE, PROFESSIONAL – A building containing office spaces for one (1) or more persons engaged in occupations or callings which require extensive learned and academic preparation to secure knowledge or skill in a profession such as medicine, law, divinity or science, wherein professional advice, guidance or instruction is provided. Occupations or vocations which are trades, crafts, or businesses and often involve the sale of a product shall not be considered professional offices.

OFF-TRACK BETTING FACILITY - A facility other than a racetrack wherein pari-mutuel wagering, but no other lawful gambling activity, is conducted under Pennsylvania law.

PARK AND RIDE LOTS – A use provided by the Township, Lebanon County and/or the Commonwealth of Pennsylvania that is devoted to the daily storage of passenger vehicles who engage in some form of mass transit and/or carpooling.

PARKING, OFF-STREET – Parking space(s) available for the parking of motor vehicles.

PARKING SPACE – An open or enclosed area accessible from a street or alley for parking of motor vehicles for owners, occupants, employees, customers, or tenants of the principal building or use.

PEDESTRIAN-ORIENTED SPACE – An area of land designed for people travelling on foot (i.e., sidewalks).

PET, CUTOMARY HOUSEHOLD: Any normally domesticated animal or bird that is kept for pleasure rather than utility and which may be kept inside or outside of a dwelling.

PET, NOVELTY: An animal, bird or insect that is kept for pleasure, that is not a customary household pet, nor of a domesticated variety, provided that is not otherwise prohibited by law and is kept inside a dwelling.

PET KENNEL – An enclosure or area (located outside of a dwelling) which houses or is designed for keeping more than three (3) birds or animals, six (6) months in age or older; however, this does not include pet zoos or menageries.

PLASMA – A video display technology that relies upon the electric excitation of phosphors to emit light.

PLANTING, LANDSCAPE – The use of vegetation, grassy cover and/or contouring of the ground to improve an area of land.

PREMISES - The property upon which the activity is conducted as determined by physical facts rather than property lines. It is the land occupied by the buildings or other physical uses that are necessary or customarily incident to the activity, including such open spaces as are arranged and designed to be used in connection with such buildings or uses. The following are not considered to be a

part of the premises on which the activity is conducted, and any signs located on such land are to be considered off-premise advertising:

- A. Any land which is not used as an integral part of the principal activity, including land which is separated from the activity by a roadway, highway, or other obstruction, and not used by the activity; and extensive undeveloped highway frontage contiguous to the land actually used by a commercial facility, even though it might be under the same ownership.
- B. Any land which is used for, or devoted to, a separate purpose unrelated to the advertised activity.
- C. Any land which is in closer proximity to the highway than to the principal activity, and developed or used only in the area of the sign site or between the sign site and the principal activity and whose purpose is for advertising purposes only. In no event shall a sign site be considered part of the premises on which the advertised activity is conducted if the site is located on a narrow strip of land which is nonbuildable land, or is a common or private roadway, or is held by easement or other lesser interest than the premises where the activity is located.

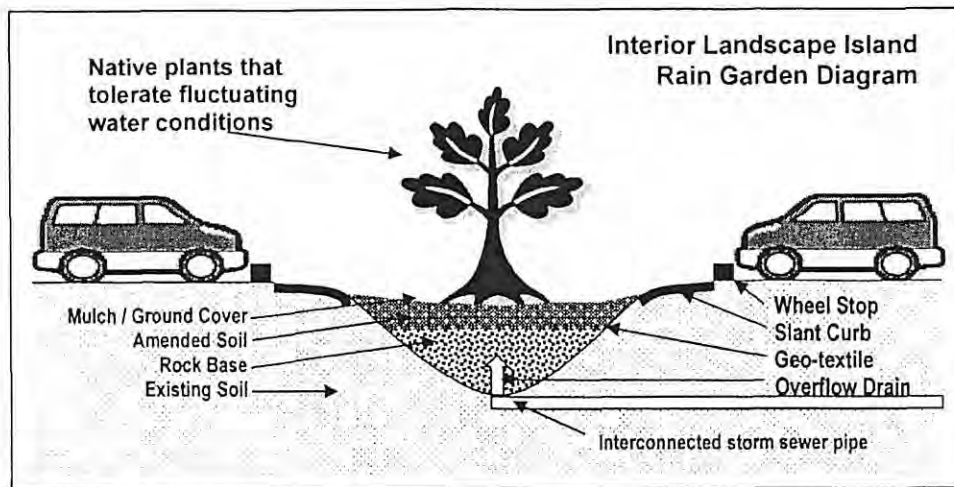
PUBLIC GROUNDS – Parks, playgrounds, trails, paths and other recreational areas and other public areas; sites for schools, sewage treatment, refuse disposal and other publicly owned or operated facilities; and publicly owned or operated scenic and historic sites.

PUBLIC SANITARY SEWAGE DISPOSAL AND PUBLIC WATER SUPPLY – The provision of such services as operated by the Township and/or its designated authority or utility.

PUBLIC UTILITY – A use which is operated, owned or maintained by a public utility corporation and regulated by the Pennsylvania Public Utility Commission in accordance with the requirements of the Pennsylvania Public Utility Code, 66 Pa. C.S. 101 et seq., or which is operated, owned or maintained by a municipality or municipal authority organized under the laws of the Commonwealth of Pennsylvania to provide public water service, public sewer service, electrical service, natural gas service, cable television service, telephone service or similar services. A public utility shall not include cellular telephone transmission or receiving facilities and similar facilities of entities which are not governmentally owned and operated or are not regulated by the Pennsylvania Public Utility Commission.

RAIL TRAIL – The Lebanon Rail Trail that extends along the eastern boundary of the Eastern Site.

RAIN GARDEN – An area of land designed and maintained to offer on-site stormwater regeneration. Within off-street parking lots the use of rain gardens may include interconnected drains with the site's stormwater management system that prevent the overflow of stormwater at each of the respective rain garden locations. See adjoining diagram.



RENTAL - The temporary transferral of goods for compensation.

RESIDENTIAL AREA – The land area generally that is located at the southeastern corner of the Eastern Site and bounded by Rocherty Road, Eastern Street A, Eastern Street C and the Rail Trail, as generally depicted as the "Residential Area" on the Eastern Street Concept Plan.

RESTAURANT, DRIVE-IN – A commercial establishment where food or beverage is sold for consumption on the premises either in a customer's vehicle or in an outside area, but not within a building.

RESTAURANT, DRIVE-THROUGH – An accessory use to a restaurant where the customer receives food or beverage via a drive-up window without the need for the customer to leave his vehicle.

RESTAURANT, FAST FOOD – A commercial establishment where a limited selection of food or beverage is sold either for consumption on the premises or as a "take out" service. Food preparation is designed for immediate service to customers and food is normally prepared in advance to facilitate this type of "fast" service.

RESTAURANT, SIT DOWN – A commercial establishment where a variety of foods and beverages are sold for consumption on the premises. Customers are normally seated at a table where they select food and beverage from individual menus, and they are served foods and beverages by a restaurant employee at the same table at which said items are ordered and consumed.

RETAIL – Pertaining to the general public availability for purchase and personal use and/or consumption.

RIGHT-OF-WAY – A corridor of privately or publicly-owned or leased land for purposes of maintaining primary vehicular and pedestrian access to abutting properties, including, but not limited to, roads, streets, highways and sidewalks.

SALDO – The Subdivision and Land Development Ordinance of North Cornwall Township in effect as of January 7, 2008, together with any amendments thereto that were in effect as of that same date.

SCREEN - An assemblage of materials that are arranged so as to block the ground level views between grade and, unless specified elsewhere within these Design Standards, a minimum height of six (6) feet.

SERVICE AREA – A portion of land, including off-street loading spaces, used to supply goods and materials to a business.

SERVICE ENTRANCE – A doorway in a building where goods and materials can be delivered and picked up from the business.

SERVICE LANE – Designated access drives along the rear facades of buildings that are devoted to providing for vehicular access to off-street loading spaces, off-street parking spaces and waste disposal storage containers and dumpsters.

SETBACK – The minimum horizontal distance, if any, required under the Design Standards between a lot line to the part of the building nearest to such lot line.

SETTLEMENT AGREEMENT – The fully executed Settlement Agreement between Springwood Development Partners, LP and the Board of Supervisors of North Cornwall Township, as may be amended by such parties.

SHOOTING RANGE – A facility designed, constructed and operated to allow for the safe discharge of firearms and other projectile-type weapons (e.g., guns, rifles, shotguns, pistols, air guns, archery cross-bows, etc.) by persons for the practice of marksmanship, recreation, competition, skill development, training, or any combination thereof.

SIDEWALK, NORTHERN – In the Western Development, the sidewalk that runs in a general north-south direction bisecting the off-street parking lot generally located on the northern half of the Western Site and connects the peripheral sidewalk with the large landscape park straddling the main access drive.

SIDEWALK, PERIPHERAL – In the Western Development, the sidewalk generally located around the perimeter of a parking area and adjoining and providing pedestrian access to, storefronts.

SIDEWALK, SOUTHERN – In the Western Development, the sidewalk that runs in a general east-west direction bisecting the off-street parking lot generally located on the southern half of the Western Site and connects to the peripheral sidewalk.

SIGN – The word "sign" includes any writing (including letter, word or numeral) pictorial representation (including illustration or decoration); emblem (including device, symbol or other trademark) or any other device of similar character which

(1) is a structure or any part thereof, or is attached to, painted on, or in any other manner represented on a building or other structure; (2) is used to announce, direct attention to, or advertise; and (3) is visible from outside of a building.

ANCHOR TENANT SIGN – A flat wall, wall projecting or roof sign that identifies an anchor tenant.

FLAT WALL SIGN – A sign erected or displayed on or parallel to the façade of a building and does not extend beyond the outside edges of the wall to which it is attached.

OUTPARCEL SIGN – A flat wall, wall projecting or roof sign that identifies a business that is not located along the peripheral sidewalk.

STOREFRONT SIGN – A flat wall, wall projecting or roof sign that identifies a business other than an anchor tenant.

STOREFRONT UNDER-CANOPY SIGN – A sign that is hung from an overhead canopy at a storefront located along the peripheral sidewalk, or, where no canopy is provided, a wall projecting sign attached to a storefront located along the peripheral sidewalk.

FREESTANDING SIGN – An independently supported sign that is not attached to any building or structure.

ROOF SIGN – A sign that has its longest axis along the same direction as the roof to which it is attached and does not project beyond the outside edges of the roof line in any direction.

WALL PROJECTING SIGN – A sign whose support structure is attached to the wall of a building and whose face either runs generally perpendicular to the wall, or extends beyond the outside edges of the wall to which it is attached.

SIGN AREA – The area of a sign shall be construed to include the entire display surface and background, whether open or enclosed, which encompasses lettering, working, designs, and symbols, but not including any supporting framework and bracing which is incidental to the display itself. The area shall be determined using the largest visible sign or silhouette area. When the sign consists of individual letters or symbols attached to or printed on a surface, the area shall be considered to be the smallest rectangular shape or shapes which can be drawn together to encompass all of the letter and symbols. When a single sign structure has more than one (1) face with the same message; no two (2) sign faces are more than three (3) feet apart at any point; and the faces of such sign have an interior angle of no more than forty-five (45) degrees, the area shall be computed by determining the greatest total area of all sign faces visible from any single location.

SLOT MACHINE PARLORS - A facility other than a racetrack and/or an off-track betting facility wherein wagering and other lawful gambling activity, is conducted under Pennsylvania law. This use shall include any facility in which gambling

devices, including but not limited to slot machines, video poker machines, punch boards, and similar devices are located. The term "lawful gambling activity" shall not include the sale of lottery tickets in compliance with State Lottery law.

SPACE, EXTERIOR – An area, which is located outside and adjacent to a building, used for outdoor dining, gatherings, etc.

SPECIFIED ANATOMICAL AREAS - Less than completely and opaquely covered human genitals, pubic region, buttocks, anus, female breasts below a point immediately above the top of areolae, and/or human male genitals in a discernibly turgid state, even if completely and opaquely covered.

SPECIFIED SEXUAL ACTIVITIES - This term shall include any of the following:

- A. Actual or simulated sexual intercourse, oral copulation, anal intercourse, oral anal copulation, bestiality, direct physical stimulation of unclothed genitals, flagellation or torture in the context of a sexual relationship, or the use of excretory functions in the context of a sexual relationship, and any of the following depicted sexually oriented acts or conduct: anilingus, buggery, coprophagy, coprophilia, cunnilingus, fellatio, necrophilia, pederasty, pedophilia, piquerism, sapphism, zooerasty.
- B. Clearly depicted human genitals in a state of sexual stimulation, arousal or tumescence.
- C. Human or animal masturbation, sodomy, oral copulation, coitus, ejaculation.
- D. Fondling or touching of nude human genitals, pubic region, buttocks or female breast.
- E. Masochism, erotic or sexually oriented torture, beating, or the infliction of pain.
- F. Erotic or lewd touching, fondling or other contact with an animal by a human being.
- G. Human excretion, urination, menstruation, vaginal or anal irrigation.

STORAGE, OUTDOOR – A function involving the deposition of materials, goods and/or products for safekeeping outside the confines of a building.

STOREFRONT, PEDESTRIAN-ORIENTED – a storefront facade that directly abuts an area of land designed for pedestrian travel (e.g., sidewalks).

STORY – A story is that part of a building between the surface of any floor and the next floor above it or, in its absence, the finished ceiling or roof above it. A "split level" story shall be considered a second story if its floor level is six (6) feet or more above the level of the line of the finished floor next below it. Any floor under a sloping roof at the top of a building which is more than two (2) feet below the top plate shall be counted as a story; and, if less than two (2) feet below the top plate, shall be counted as a half story.

STREET RIGHT-OF-WAY- A public or private vehicular accessway forty (40) feet in width or greater that provides primary vehicular access to abutting properties and can include a cartway and adjoining on-street parking lanes, curbs and sidewalks and planting strips. Neither access drives nor alleys shall constitute streets.

STREET-SIDE SIDEWALK - A paved surface devoted to pedestrian use that is within, and is oriented parallel to or along the street.

STRUCTURE – Any assembly of materials constructed or erected with a fixed location on the ground, or attached to something having a fixed location on the ground, any portion of which is above the surface grade, including, but not limited to, buildings, sheds, cabins, mobile homes and trailers, fences, dams, culverts, roads, railroads, bridges, storage tanks and signs.

STRUCTURE, GATEWAY – A structure located near intersections of streets that is intended to architecturally enhance and bring attention to the Development and its occupants.

STRUCTURE, PUBLIC UTILITY - Any assembly of materials constructed or erected with a fixed location on the ground, or attached to something having a fixed location on the ground, any portion of which is above the natural surface grade, which is operated, owned or maintained by a public utility corporation and regulated by the Pennsylvania Public Utility Commission in accordance with the requirements of the Pennsylvania Public Utility Code, 66 Pa. C.S. 101 et seq., or which is operated, owned or maintained by a municipality or municipal authority organized under the laws of the Commonwealth of Pennsylvania to provide public water service, public sewer service, electrical service, natural gas service, cable television service, telephone service or similar services. A "public utility" shall not include cellular telephone transmission or receiving facilities and similar facilities of entities which are not governmentally owned and operated or are not regulated by the Pennsylvania Public Utility Commission.

SUBDIVISION – "Subdivision" within the meaning of the Pennsylvania Municipalities Planning Code, 53 P.S. § 10101, et seq.

THEATER – A building containing a stage and/or screen and seating for meetings, performances, or screening of recorded or live entertainment. Theaters shall not include any adult uses or off-track betting facilities.

USE, ACCESSORY – A use customarily incidental and subordinate to the principal use or building and located on the same lot with such principal use or building.

USE, PRINCIPAL – The main or primary use of a lot or building.

VEGETATIVE SCREEN - An assemblage of vegetative materials that are arranged so as to block the ground level views between grade unless specified elsewhere within these Design Standards, and a minimum height of six (6) feet.

VETERINARIAN'S OFFICE – A building or portion thereof, used primarily for the treatment of small domestic animals such as dogs, cats, rabbits and birds or fowl by a licensed veterinarian. This term excludes the outdoor boarding or outdoor keeping of animals.

WESTERN SITE CONCEPT PLAN – The Western Site Concept Plan that is incorporated into the Settlement Agreement as Exhibit C.

WESTERN DEVELOPMENT – The Development that is proposed on the Western Site pursuant to the Settlement Agreement.

WESTERN SITE – The total land area that generally is depicted on the Western Site Concept Plan, together with the adjoining residential properties at such time as they are acquired by the Developer as part of the Western Development.

WESTERN SITE DESIGN STANDARDS – The portion of the Design Standards set forth in Article II of this Exhibit B.

WESTERN STREET A – In the Western Development, the street within the Western Development that bisects the Western Site, extends generally from the right of way of Cornwall Road to the western boundary of the Western Site and connects to the existing street labeled "Existing Street A" on the Western Site Concept Plan. A concept of the layout of Western Street A is labeled as "Western Street A" and depicted on the Western Site Concept Plan, attached hereto as Exhibit C of the Settlement Agreement.

YARD, FRONT – A space, open to the sky, between the front lot line and the closest front setback line.

YARD, REAR – A space, open to the sky, between the rear lot line and the rear setback line.

YARD, SIDE – A space, open to the sky, between the side lot line and the closest side setback line.

ZONING OFFICER – The agent or official designated by the Board of Supervisors of North Cornwall Township to enforce the Zoning Ordinance.

ZONING ORDINANCE – The Zoning Ordinance of North Cornwall Township in effect as of January 7, 2008, together with any amendments thereto that were in effect as of that same date.

2. Capitalized terms that are used in these Design Standards but are not defined in this Article I shall have the meaning ascribed to those terms in the Settlement Agreement.

ARTICLE 2 – WESTERN SITE DESIGN STANDARDS.

1. **PERMITTED USES** – The following uses and no others are permitted by right on the Western Site, with one or more principal uses and/or buildings being permitted on a single lot:
 1. Public grounds and public utility structures.
 2. Retail sales and rental of all consumer goods not otherwise prohibited by law, but expressly excluding adult uses.
 3. Farmers and/or flea markets.
 4. Theaters.
 5. Hotels and motels.
 6. Banks, savings and loan associations and other finance agencies, including mortgage or investment brokerage services.
 7. Business and professional offices.
 8. Medical, dental, optical and veterinary offices (excluding pet kennels), clinics, and associated pharmacies.
 9. Day care centers.
 10. Indoor amusement enterprises such as arcades, arenas, bowling alleys, dance halls, roller skating rinks and other recreation or entertainment establishments but expressly excluding adult uses, shooting ranges, off-track betting facilities, casinos, and slot machine parlors.
 11. Health, fitness, and recreational clubs, gymnasiums and spas.
 12. Automobile repair garage and associated washing facilities, excluding body shops provided that the location and arrangement of the use will minimize conflict with pedestrian movements throughout the shopping center.
 13. A maximum of one gasoline station, that is solely devoted to the dispensing of fuels and compressed air as an accessory use of an anchor store within the Western Development provided that the location and arrangement of the use provides for adequate pedestrian and vehicular circulation.
 14. Laundromat and laundry and dry cleaner drop-off shops for off-site processing.
 15. Personal service shops devoted to the provision of retail services to the general public including but not limited to the following:

- A. Barbers, hair, nail and tanning salons and meditation, yoga, massage, aroma, aqua and other relaxation-based therapy salons.
 - B. Tailors and shoe repair shops.
 - C. Music, dance, art, photography and fashion studios and galleries.
 - D. Jewelry, clock, watch, computer, electronic and other small appliance repair shops.
- 16. Museums.
 - 17. Bakers, caterers and confectioners devoted to the provision of retail sales and services to the general public.
 - 18. Sit-down restaurants, nightclubs and late night entertainment venues.
 - 19. Fast food restaurants, drive-in restaurants and/or drive through restaurants, provided that vehicular access shall be limited to (i) access drives within the Western Development and (ii) drive-through lanes that are separated from other aisles or vehicle circulation lanes with paint striping, have stacking room for at least six (6) vehicles; and are designed to minimize conflicts with pedestrian movements.
 - 20. Park and ride lots.
 - 21. Any subsequent substitution of use within the Western Development shall be permitted by right so long as the proposed use is permitted under the terms of this agreement. Future uses to be substituted that are not permitted under the terms of this agreement shall require approval of a modification by the Board of Supervisors under the terms of this Settlement Agreement. In such case the applicant shall be required to demonstrate to the complete satisfaction of the Board of Supervisors that (1) the proposed use is consistent with the character of the Western Development as envisioned by this Settlement Agreement, (2) the proposed use would not result in adverse impact to uses within and those adjoining the Western Development and (3) the proposed use would not result in increased development intensity as originally approved by the Settlement Agreement.
 - 22. Accessory uses customarily incidental to the above permitted uses.

2. REQUIRED DEVELOPMENT SIZE

- 1. The Western Development shall contain a minimum of sixty-five (65) acres.
- 2. Subdivision of land within the Western Development for the purpose of financial arrangements with building occupants, including fee simple purchase, leases, and ground leases is permissible. There shall be no

minimum or maximum lot size established for subdivision of lots within the Western Development.

3. REQUIRED UNIFIED DESIGN AND MANAGEMENT

1. The Western Development shall require a unified design with a coordinated vehicular access and circulation system, pedestrian oriented sidewalks, a coordinated architectural scheme, a coordinated scheme for landscaping, lighting, and signage and integrated pedestrian oriented spaces.
2. The Western Development shall be operated or managed by a single entity. The enforcement of these limitations by the Developer or Western Development manager shall be the subject of lease agreements or other agreements by and among the Developer and occupants of the Western Site to ensure the unified management of the Western Development.
3. Subject to rights of public utility companies and municipal entities or authorities, all roads (unless dedicated to the Township), sewer systems, water systems, electrical systems, other utilities or public utilities or improvements of any kind created in conjunction with the Western Development shall be owned and maintained by the responsible party of the Western Development or other form of maintenance entity, unless the respective, affected public utility or municipal entities or authorities retains or accepts ownership.

4. REQUIRED FLOOR AREA

1. The Western Development shall provide a maximum of 600,600 square feet of street level gross floor area. Additional square footage may be located on the upper floors of structures if the required off-street parking for this additional square footage is provided.
2. A minimum of 10% of the total floor area of the Western Development shall be devoted to occupants with no more than 10,000 square feet of street level gross floor area. In addition to the preceding another 10 percent of the total floor area of the Western Development shall be devoted to occupants with no more than 20,000 square feet of street level gross floor area and an additional 10 percent of the total floor area of the Western Development shall be devoted to occupants with no more than 40,000 square feet of street level gross floor area. Street kiosks and vendors shall not be attributable to this percentage.
3. At such time as the adjoining residential properties (as defined herein) are added to the Western Development, the maximum permitted lot coverage of the Western Development may be increased by 0.75 square feet for each additional square foot of new lot area.

5. BUILDING ORIENTATION AND LOCATION

1. The Western Development shall include a peripheral sidewalk system.

2. At least ninety-two percent (92%) of the total lineal feet of storefront of the Western Development shall front upon the peripheral sidewalk. Such storefronts within that gross floor area shall include a principal means of pedestrian access along the peripheral sidewalk. The gasoline station shall not be required to front upon the peripheral sidewalk and shall not be included in the total lineal feet of storefront in computing the 92% standard required under this section. In addition one new building associated with the potential addition of the adjoining residential properties (as defined herein) into the Western Development shall also not be included in computing the 92% standard required under this section.
3. Any buildings located away from the peripheral sidewalk shall have a direct physical pedestrian connection to the peripheral sidewalk. Should such connection cross a parking lot or access drive it shall be via a designated crosswalk with a stamped asphalt, concrete, stamped concrete or thermoplastic surface that is plainly discernable from the access drive or parking lot surface.
4. Except for the possible addition of one new building to be located adjoining the southernmost access drive onto Cornwall Road and associated with the potential addition of the adjoining residential properties (as defined herein) into the Western Development, all buildings located along the peripheral sidewalk shall be located between the peripheral sidewalk and service lanes along the rear facades of such buildings.
5. No conventional setbacks are required between buildings within the Western Development.
6. All new buildings within the Western Development shall be set back a minimum of one hundred (100') feet from the right-of-way of Cornwall Road, except that one overhead canopy serving a drive-thru bank shall be set back a minimum of fifty (50') feet from the right-of-way of Cornwall Road.
7. All setbacks required from the right-of-way of Cornwall Road expressed within this Settlement Agreement shall be measured from the edge of such right-of-way as existing on the effective date of this Settlement Agreement.
8. All buildings within the Western Development shall be set back a minimum of thirty-five (35') from adjoining lot lines of lots that are not included as part of the Western Development.
9. Individual uses located in the northeast corner of the site extending north from the northernmost access drive onto Cornwall Road shall be attached to one another unless pedestrian oriented spaces and/or outdoor restaurants, cafes, or the like are proposed between such structures or fully extend from the peripheral sidewalk side of the structures to the

service lane side. When gaps are provided between buildings, the use of site amenities and/or site features, such as fountains, sculptures, kiosks, merchandise/vendor carts, landscape plantings, etc. to screen views of off-street parking areas and create a focal point or aesthetic accent to the gap is required.

10. Vending machines are prohibited outside of an enclosed building or its vestibule; except, however, vending machines shall be permitted in the Central Landscape Park provided that such machines are within a roofed structure that is enclosed on at least three sides and is designed to compliment the architectural style, aesthetics and desired ambiance of the Western Development.
11. The use of retaining walls higher than three (3) feet up to a maximum height of ten feet (10') is permitted, subject to the following findings:
 - A. That the proposed height of the retaining wall is necessary to facilitate an efficient use of the site and/or protect an important or sensitive natural or cultural feature of the site. Retaining walls located within a required front yard shall not exceed a height of six feet (6') above finished grade;
 - B. That the applicant has submitted written expert evidence from a professional engineer registered to practice within the Commonwealth of Pennsylvania that the proposed retaining wall is designed and will be constructed to assure structural integrity and will in no way adversely affect any drainage pattern and/or underground utility lines nor interfere with their rights-of-way;
 - C. That the applicant has provided sufficient separation and physical barriers between the proposed retaining wall and any pedestrian and/or vehicle movement areas to ensure adequate vehicle and pedestrian safety; and,
 - D. Notwithstanding any other setback requirement to the contrary, that the base of the retaining wall is setback a horizontal distance at least equal to one-half (1/2) of the height of the retaining wall, but in no case shall such setback be less than four (4) feet.

6. BUILDING HEIGHT REQUIREMENTS

1. No less than sixty percent (60%) of the total horizontal length of all storefront façades shall be at least twenty-one (21) feet in height as measured from the ground level to the top of ornamental architectural features attached to the façade (including but not limited to a mansard roof); provided, however, that under no circumstances shall any storefront façade or portion thereof (excluding facades of gasoline stations) be less than fifteen (15) feet to the top of the parapet.
2. Maximum height of any building constructed shall be fifty (50) feet or two stories, whichever is greater, except that the top of the parapet and non-

habitable architectural features (e.g. tower features, clock towers, skylights, etc.) and appurtenances usually required to be placed above the roof level (e.g. antennas, ventilators, HVAC units, etc.) may be permitted up to a maximum height of sixty feet (60').

3. Off-street parking provided through the use of a parking garage shall be permitted so long as the parking garage does not exceed the height of the closest building that the parking garage is to serve and that the parking garage is setback no less than that required elsewhere in the Western Design Standards or a horizontal distance equal to its height from all adjoining lots that are not part of the Western Development and streets, whichever is the greater distance.

7. ARCHITECTURAL AND AESTHETIC REQUIREMENTS

1. In the design of the Western Development special emphasis must be placed upon architectural treatments and aesthetics, including integrated architectural treatments, landscaping, lighting, signage, streetscape amenities and pedestrian features to promote a cohesive and aesthetic appearance. The elevation and facade of each building, store, and structure, individually, and the development as a whole, collectively, will incorporate architectural elements that reflect south central Pennsylvania architecture. Such elements may include, but are not limited to, facade designs, wall materials, roof design and materials, window and cornice design and details, lighting fixture details and door designs and details. Such elements shall distinctively accent the architecture so as to provide a connection to south central Pennsylvania. All building designs will be by a registered architect licensed in the Commonwealth of Pennsylvania. The applicant is required to submit written evidence prepared by an architect registered within the Commonwealth of Pennsylvania of proposed architectural styles, details, palettes, cut-sheets and samples for Township approval.
2. Except for gasoline stations, storefront facades shall contribute to the architectural and aesthetic characteristics of the proposed Western Development. Architectural themes and styles on the side and rear facades of each building shall relate to the architecture applied to the front façade:
 - A. The architectural style of buildings within the Western Development shall be designed to incorporate façade ornamentation, building offsets, window treatments, variations in roof lines, entry treatments, bays, colonnades, recesses, pilasters, piers, columns or other architectural features.
 - B. Storefront facades greater than fifty (50) feet in length shall include entrance treatments, bays, offsets, colonnades, recesses, pilasters, piers, columns or other architectural features to break up the storefront façade and side facades at regular intervals so that

there is no uninterrupted length of storefront façade which exceeds fifty (50) feet.

- C. Storefront façades for uses that contain less than ten thousand (10,000) square feet of gross floor area and adjoin the peripheral sidewalk shall have glass, arcades, display windows, entry areas, awnings or false windows along not less than forty-five (45%) percent of the storefront façade's horizontal length.
- D. Non-anchor storefront façades for uses that contain greater than ten thousand (10,000) square feet of gross floor area and adjoin the peripheral sidewalk shall have glass, arcades, display windows, entry areas, awnings or false windows along not less than thirty percent (30%) of the storefront façade's horizontal length.
- E. Each storefront façade shall have a clearly defined, highly visible customer entrance that includes architectural enhancements such as canopies, porticos, overhangs, recessed or projected entrances, raised cornice parapets, peaked roofs, arches, outdoor foyers, patios, display windows, planters, wing walls, landscaped sitting areas, or other architectural details integrated into the buildings architectural design.
- F. Storefront façades shall be composed of two or more exterior building materials. Storefront building materials may include wood, brick, stone, polished face masonry block or textured molded blocks, glass, stucco, EIFS or other similar materials. Split-face masonry block may be used on storefront facades up to a maximum of twenty-five percent (25%) of the area of each storefront façade. Such materials shall also wrap around visible corners of buildings where split-faced concrete and/or smooth faced concrete block is used on non-storefront facades.
- G. Non-storefront façades shall be composed of two or more exterior building materials. Building materials may include wood, brick, stone, split-faced concrete block, smooth faced concrete block, polished face masonry block or textured molded blocks, glass, stucco, EIFS or other similar materials.
- H. Aluminum siding is prohibited except within service areas of the Western Development completely screened from view from an adjoining road, adjoining property, the peripheral sidewalk, access drives and off-street parking areas. Vinyl siding is permitted (i) within service areas of the Western Development completely screened from view from an adjoining road, adjoining property, the peripheral sidewalk, access drives and off-street parking areas; and (ii) in all other areas provided its use is limited to accenting the architecture of the building to which it is attached.

- I. Building material colors for storefront facades and side facades shall be colors selected from the color palette (as defined herein). Other earth-tone colors may be permitted by majority vote of the Board. Storefront facades may be accented by earth tone or non-earth tone colors. The use of neon lighting is prohibited except for theaters and the use of indirect neon lighting used to accent architectural features.
3. Except for gasoline stations, rear facades shall be designed in accordance with the following standards:
 - A. Exterior building materials may include wood, brick, stone, split-faced masonry block, smooth faced concrete block, or textured molded blocks, glass, stucco, EIFS, vinyl siding or other similar materials. Aluminum siding is prohibited except within obscure service areas of the Western Development completely screened from view from an adjoining road, adjoining property, the peripheral sidewalk, access drives and off-street parking areas.
 - B. Building material colors for rear facades shall be colors selected from the color palette (as defined herein). Other colors may be permitted by majority vote of the Board. Rear facades may be accented by earth tone or non-earth tone colors.
4. Roof top service equipment shall be screened from view from the perimeter boundary of the Western development, the peripheral sidewalk and the parking areas located between the peripheral sidewalks through architectural treatments to roof lines and/or facades themselves. Roof features may include parapets, overhanging eaves, sloping roofs or other similar features.
5. Exterior spaces for individual uses that are operated by a tenant of the Western Development shall have definite discernible boundaries that can be defined by ornate fences, walls, landscaping, and/or architectural configuration of structures themselves. The exterior spaces shall not encroach upon a minimum ten (10) foot wide sidewalk as measured from and paralleling the adjoining street or access drive, but are encouraged to abut the sidewalk.
6. Outdoor dining areas may utilize porches, balconies, courtyards, plazas, and/or sidewalk cafe settings. Site amenities, such as decorative lighting, awnings, canopies, tables with chairs and umbrellas and etc., shall be provided to facilitate use of exterior spaces.
7. Structural canopies for uses in buildings that have less than 5,000 square feet of gross floor area and adjoin the peripheral sidewalk shall be provided along a minimum of twenty-five (25%) percent of the horizontal length of each building's storefront as shelter and to reinforce the entry location. Structural canopies for uses in buildings that have 5,000 square feet or more but less than 10,000 square feet gross floor area and adjoin the peripheral sidewalk shall be provided along a minimum of thirty-three

(33%) percent of the horizontal length of each building's storefront as shelter and to reinforce the entry location. Structural canopies for uses in buildings that have 10,000 square feet of gross floor area or more and adjoin the peripheral sidewalk shall be provided along a minimum of fifty percent (50%) of the horizontal length of each building's storefront as shelter and to reinforce the entry location. All such canopies shall be a minimum of eight (8) feet above the surface of the sidewalk and may extend over the sidewalk for a distance not to exceed fifteen (15) feet.

8. Banners may be installed within the Western Development. Banners shall contain the name of the Western Development and shall create a unified identity and may be changed throughout the course of the year to reflect seasons or special events. The location of all poles and banners shall not obstruct sight distance requirements at intersections.
9. Benches shall be provided along the peripheral sidewalk at an average rate of at least one (1) bench for every one hundred (100) lineal feet but need not be placed at regular intervals. Benches should be located at points appropriate for pedestrian comfort and customer convenience. Benches shall be five (5) feet to eight (8) feet in length and shall be permanently installed. Varying styles and colors may be selected if such style and color complements the aesthetic ambiance of the Western Development.
10. Tables and chairs that are permanently installed and/or moveable may be utilized throughout the Western Development. Varying styles and colors may be selected if such style and color complements the aesthetic ambiance of the Western Development.
11. Bollards may be used to provide enclosure, control access, and/or serve as a means of separating pedestrian and vehicular circulation and minimizing potential conflicts. If used, bollards shall be permanently installed unless removable bollards are necessary to facilitate occasional access into an area for purposes of maintenance, conduct of special events, or provision of emergency services. The height and style of the bollard shall complement the aesthetic ambiance of the peripheral sidewalk and Western Development. Bollards with lighting shall be designed to prohibit glare. Light sources may or may not need to be concealed based upon the intended use of the bollard and the desired aesthetic effect.
12. Fences and walls may be utilized to define courtyards, outdoor dining areas, outdoor sales areas, and pedestrian oriented spaces, and to screen and separate uses and activities. Unless used for screening purposes or otherwise permitted in this section, no such fence or wall shall exceed four (4) feet in height. The use of chain-link fence is prohibited, except for defining outdoor sales and display areas at anchor stores. Fences used to define outdoor sales and display areas or dumpsters shall not exceed ten (10) feet in height. No fence or wall shall obstruct safe sight distance at intersections. Varying styles and colors

may be selected if such style and color complements the aesthetic ambiance of the Western Development.

13. Kiosks may be placed along the peripheral sidewalk, amid any pedestrian oriented space, or at any entry court to a building to enhance orientation and/ or post announcements. Kiosks for gasoline stations shall be permitted to be located at the gasoline stations. Kiosk styles and colors shall complement the aesthetic ambiance of the Western Development.
14. At least one covered transit bus stop shall be provided within the Western Development that is designed for safety and convenience. Loading and unloading areas shall be provided which shall be illuminated for safety and convenience. Structural styles and colors shall complement the aesthetic ambiance of the Western Development.
15. Trash receptacles shall be permanently located throughout the Development in selected areas along the sidewalks and within pedestrian oriented spaces. Receptacle styles and colors shall complement the aesthetic ambiance of the Western Development. Dumpsters shall be located along the service lanes provided such dumpsters are enclosed. Enclosures must consist of masonry, wood or framed structures with a separate pedestrian access gate/door which is self-closing and another truck access gate that must be kept closed when not in use. Dumpsters shall also be screened from the peripheral sidewalk and any adjoining street or properties that are not a part of the Western Development. All dumpsters shall be set back a minimum of fifty (50') feet from the right-of-way of Cornwall Road, a minimum of twenty-five (25') feet from the adjoining residential properties (as defined herein) and a minimum of fifteen (15') from other adjoining properties that are not a part of the Western Development. Refuse and recycling collection shall be the responsibility of the owner, and must comply with all applicable Township Ordinances.
16. Bicycle racks shall be permanently located throughout the Western Development in selected areas along the sidewalks and/or within pedestrian oriented spaces. Bicycle rack styles and colors shall complement the aesthetic ambiance of the Western Development.
17. Unless each store within the Western Development provides public access to rest rooms with interior directional signage (excluding the gasoline station and any store that is not required to provide public access to rest rooms under the Pennsylvania Construction Code Act and applicable building codes thereunder), exterior public access to rest rooms shall be provided in the vicinity of the courtyard adjoining the northernmost access drive onto Cornwall Road.
18. All utilities within the Western Development shall be installed underground, except that above ground utilities may be installed at the perimeter of the Western Development. All utility meters, electric transformers and satellite dishes shall be screened from public view from pedestrian areas in the Western Development. Public sanitary sewage

disposal and public water supply shall be utilized for the Western Development; provided, however, that the Developer may utilize other facilities for sewer and/or water service if sufficient capacity is not available for the Western Development. All costs associated with utility installation shall be borne by the owner.

19. No outdoor storage of goods and materials shall be permitted. Outdoor sales and display areas shall be permitted only along the storefront provided that such areas shall not encroach upon a minimum ten (10) foot wide sidewalk as measured from and paralleling the adjoining street or access drive. Accessory sales are also permitted at the gasoline station kiosk.
20. The applicant is required to implement one or more energy-efficient and/or environmentally-friendly building and/or site designs. Such building and/or site designs may include, but are not limited to, improved HVAC methods, improved lighting methods, use of solar power, use of recycled materials and improved building insulation methods.

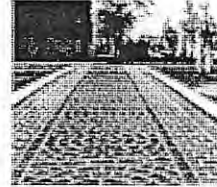
8. COVERAGE REQUIREMENTS

1. No individual lot area or lot coverage requirements are required.
2. A maximum lot coverage of 75% shall be based upon the combined lot areas of the Western Site.
3. At such time as the adjoining residential properties (as defined herein) are added to the Western Development, the maximum permitted lot coverage of the Western Development may be increased by 0.75 square feet for each additional square foot of new lot area.

9. VEHICULAR ACCESS REQUIREMENTS

1. Except for Western Street A, the Western Development shall provide an integrated system of privately-owned and maintained access drives and service lanes.
2. Western Street A shall intersect with Cornwall Road directly across from Eastern Street A. To the extent not inconsistent with applicable design and construction standards and specifications of PennDOT (or the Western Site Design Standards), Western Street A shall be designed and constructed in accordance with applicable Township standards and specifications for public streets.
3. Western Street A shall extend the full east-to-west dimension of the Western Site to afford a Township-designated connection across the site between Cornwall Road and PA Route 72.
4. Two additional "right-in and out" access locations may be provided along Cornwall Road, subject to compliance with applicable standards of the SALDO and subject to PennDOT approval.

5. Developer agrees to reserve potential vehicle connection locations for those properties that adjoin the southwest corner of the Western Site.
6. Provisions for patron drop-off and pick-up at entertainment venues such as theaters or restaurants may be provided. Provision for package and materials pick-up by patrons may be provided so long as such uses do not impede the safe and efficient flow of traffic and pedestrians on the site.
7. All interior access drives, except service lanes, shall be setback at least twenty (20') feet from lot lines defining the perimeter of the Western Site. Service lanes shall be setback at least ten (10) feet from lot lines defining the perimeter of the Western Site except that service lanes shall be setback at least twenty-five feet (25') from the right-of-way for Cornwall Road.
8. A maximum of 12 access drives shall be permitted to cross the proposed peripheral sidewalk as generally depicted on the Concept Plan L.
9. The minimum width of a single-lane access drive is twelve (12) feet. The minimum width of a two-lane access drive is twenty (20) feet. The minimum width of any access drive containing more than two (2) lanes is ten (10) feet per lane.
10. Service lanes shall be provided to each use that are generally separated from patron access drives and sidewalks. Service lanes shall have concrete curbs and may contain any of the following according to their following minimum specifications:



Feature	Required Width
One-way and two-way vehicle travel cartway	12 feet per lane
Parallel on-street parking lane	8 feet per side
45-degree angled on-street parking lane	20 feet per side
60-degree angled on-street parking lane	21 feet per side

10. PEDESTRIAN AND BICYCLE ORIENTED REQUIREMENTS

1. The Western Development shall include a peripheral sidewalk with pedestrian oriented spaces. The following considerations shall be applicable:
 - A. Except as noted below in Sections 2-10.1.B. and 2-10.2. all sidewalks shall be a minimum of six (6') feet in width and be clear of all pedestrian obstructions. Sidewalks shall be fitted with designated crosswalks at all access drive intersections. Crosswalks shall be a minimum six (6) feet in width and shall be

constructed of imprinted asphalt, imprinted hot thermoplastic markings, brick, cobblestone, concrete pavers, or concrete with an appropriate edge material to define the crosswalk. Accommodations shall be required to promote barrier-free access such as at-grade crossings or handicapped ramps. Use of bollards, planters, curbing or other similar features is required to physically define the edge of sidewalks, access drives, and off-street parking areas where grade separation is not provided.



- B. The peripheral sidewalk is the principal pedestrian corridor through the Western Development. The peripheral sidewalk must:
- i. be at least thirty (30) feet wide along storefronts of anchor stores without vestibules;
 - ii. be at least forty (40) feet wide along storefronts of anchor stores with vestibules; (except along vestibule areas, where the sidewalk shall be at least twenty (20) feet wide);
 - iii. be between 30 and 35 feet wide in front of the non-anchor storefronts that are located in the southeast corner of the site (in the general location of buildings L, M, N, O and R as depicted on Concept Plan L); and
 - iv. be between 48 and 58 feet wide in front of the non-anchor storefronts that are located in the northeast corner of the site (in the general location of buildings B, C, D, E, F, G and J as depicted on Concept Plan L)
 - v. Notwithstanding the foregoing requirement, landscaping beds and other permitted or required improvements may be placed within the peripheral sidewalk.
 - vi. be constructed of themed surfaces that employ curbs, unit pavers, concrete, brick, cobblestone, granite, or any combination thereof. Use of bituminous asphalt for sidewalk surfaces is prohibited. The use of plain concrete (as opposed to colored concrete or stamped concrete) shall occupy no more than sixty-five percent (65%) of the total area of the peripheral sidewalk;
 - vii. provide pedestrian oriented spaces as gathering places with amenities such as fountains, playlots, sculptures, outdoor entertainment venues, pavilions, plazas, flower gardens, promenades, cafés, courtyards, kiosks, and outdoor vending areas;

- viii. provide for pedestrian oriented space to be available for outdoor café seating and/or merchandise and vendor carts used to sell handicrafts, flowers, snacks, beverages and similar items;
 - ix. feature pedestrian improvements that enhance use and enjoyment, such as, but not limited to, shade trees, landscape plantings, permanent benches, tables, chairs and umbrellas, canopies and awnings, permanent waste receptacles, permanent bike racks, banners, decorative lighting fixtures, way-finding signs and etc;
 - x. be planted with a minimum of one (1) shade tree with a minimum caliper of two and one-half (2 1/2") inches measured six (6) inches above the root ball for every thirty (30') lineal feet (average) of peripheral sidewalk; however the maximum distance between any shade trees shall not exceed a maximum distance of fifty feet (50') on center. Shade trees may be planted at the grade of the sidewalk, within landscape planting areas, and/or within above ground planters. Shade trees may be grouped so as not to block the view of signs and entrances;
- C. In addition to the peripheral sidewalk described above, the Western Development shall contain the Northern Sidewalk. The Northern Sidewalk shall be installed atop interior landscape islands within the parking lot and shall be improved with designated crosswalks on concrete, stamped asphalt, thermoplastic surface or unit pavers across surfaces of the parking lot or access drives;
- D. In addition to the peripheral sidewalk and the Northern Sidewalk described in above Section 2-10.1.C., the Western Development shall contain the Southern Sidewalk. The Southern Sidewalk shall be installed atop interior landscape islands within the parking lot and shall be improved with designated crosswalks on concrete, stamped asphalt, thermoplastic surface or unit pavers across surfaces of the parking lot or access drives;
- E. One required pedestrian oriented space within the Western Development is generally located in the northeast corner of the site behind the existing historic home that fronts Cornwall Road. This area requires special attention to pedestrian oriented design and function with even higher levels of amenity than those required along the peripheral sidewalk. The Township will pay particular attention to the opportunity to successfully integrate this area with adaptive reuse of the historic home as a focal gathering destination within the Western Development. Unless each store within the Western Development provides public access to rest rooms with interior directional signage (excluding the gasoline station and any store that is not required to provide public access

to rest rooms under the Pennsylvania Construction Code Act and applicable building codes thereunder), this area must also include the provision of exterior access to public rest rooms that are suitably shielded from view but must include directional signage along the peripheral sidewalk.

- F. A second pedestrian oriented space within the Western Development is the Central Landscape Park. This landscape park shall contain sidewalks that are integrated with the peripheral sidewalk. In addition, two crosswalks shall be provided across Western Street A at either end of the Central Landscape Park. The Central Landscape Park shall include, a water feature (e.g., fountain) and landscaping to invite public use and enjoyment. This area will also require a shared use path as described below.

- 2. The Western Development shall be provided with a shared use path that connects with properties to the east and west of the Western Development along Western Street A. Such shared use path shall include a 10 foot wide path with a paved shared use surface (i.e. pedestrian and bicycle) in accordance with AASHTO standards.

11. SIGNAGE

- 1. Directional signs utilized throughout the Western Development and upon access drives shall be designed to provide a unified appearance to the Western Development.
- 2. Access drive name signs shall be designed for uniformity throughout the Western Development and shall complement the aesthetics and ambiance of the streetscape.
- 3. Traffic signal poles may be used for vertical pole mounted banners as long as sight distance is not obscured. Traffic control signage such as stop signs and yield signs, amongst others, shall be generally accepted universal signage in accordance with PennDOT requirements and the MUTCD.
- 4. One freestanding gateway structure is permitted at the intersection of the Western Street A and Cornwall Road. Such gateway structure shall be constructed of materials and have a design and theme that is architecturally compatible with the materials and design within the Western Development and a companion gateway to be located on the opposite side of Cornwall Road at its intersection with Eastern Street A. Such gateway structure may be internally or externally illuminated and shall devote no less than fifty percent (50%) of the total area to the name of the Western Development. Such gateway structure shall not exceed a maximum permitted height of fifteen feet (15') feet and shall comprise no more than one-hundred twenty square (120) feet of sign area per side. The gateway structure may be located within the setback required along Cornwall Road at the main entrance to the Western Development, but

shall be setback a distance equal to its height from the street right-of-way of Cornwall Road.

5. Signs for individual uses within the Western Development shall compliment the architectural style, aesthetics, and desired ambiance envisioned for the Western Development and only include flat wall signs, wall projecting signs or roof signs in accordance with the following standards:

Sign Type	Maximum Number Permitted	Maximum Permitted Sign Area / Height / Projection
Anchor tenant sign for one use containing more than 300 lineal feet of storefront along the peripheral sidewalk as flat wall, wall projecting or roof signs.	3 per side facing the peripheral sidewalk, with a maximum of 4 signs	Ten percent (10%) of the total area of the facade to which the sign is attached. / Height of wall to which sign is attached. / 8 feet from wall to which sign is attached.
Storefront sign for one use containing up to 300 lineal feet of storefront along the peripheral sidewalk as flat wall, wall projecting or roof signs.	1 per principal use	1 square foot per each 2 lineal feet of storefront up to a maximum of 75 square feet. / Height of wall to which sign is attached. / 3 feet from wall to which sign is attached.
Storefront under-canopy signs for all principal uses along the peripheral sidewalk as a wall projecting sign.	1 per use with less than 150 lineal feet of storefront. 2 per use with more than 150 lineal feet of storefront.	4 square feet / To base of canopy, or where no canopy is provided, 10 feet. No under-canopy sign shall have a vertical dimension of more than 18 inches from its lowest to highest point. The base of an under-canopy sign shall be no less than 8 feet, 6 inches above the finished grade below such sign.
Outparcel signs for principal freestanding uses sharing common ingress and egress to Development but do not adjoin the peripheral sidewalk.	2 per principal use, but only 1 per wall	75 square feet per sign, not exceeding 20% of wall area to which sign is attached. / Height of wall to which sign is attached. / 3 feet from wall to which sign is attached.

6. On-site directional signs are permitted. Such signs may be freestanding or attached signs but shall be limited to four (4) square feet per sign. Such signs shall be limited to locations that logically enable safe and convenient movement of pedestrians, bicyclists and motorists.

12. LIGHTING

1. Lighting fixture style and intensity for the various means of illumination, poles, bollards, signage, landscape lighting, and façade lighting, shall complement the architectural style, aesthetics, and desired ambiance envisioned for the Western Development. All lighting shall be arranged so as to deflect light away from any streets (except street lights) or adjoining property that is not included as part of the Western Development.
2. The peripheral sidewalk shall be fitted with full cut-off decorative lighting fixtures that are located a no more than fifty (50') feet apart on center and shall not exceed a maximum permitted height of twelve (12') feet as measured to the lowest point of the light source. The Township will permit

light fixtures to extend higher than twelve (12') feet if the proposed heights still provide lighting at a pedestrian scale. All light posts shall also include an all-weather AC electrical outlet.

3. Service lanes behind buildings shall be fitted with full cut-off fixtures that shall not exceed a maximum permitted freestanding height of twenty (20') within two hundred fifty feet (250') of the right-of-way of Cornwall Road and twenty-five (25') feet elsewhere. The use of building-mounted fixtures for service area lighting is prohibited.
4. Off-street parking areas within two hundred fifty feet (250') of the right-of-way of Cornwall Road shall be fitted with full cut-off fixtures that shall not exceed a maximum permitted height of twenty (20') feet. Off-street parking areas located beyond two hundred fifty feet (250') of the right-of-way of Cornwall Road shall be fitted with full cut-off fixtures that shall not exceed a maximum permitted height of thirty (30) feet. Poles and standards supporting lighting fixtures, except wooden poles or standards, shall be suitably protected from collision by vehicles by being placed atop a concrete pedestal at least 18" high or protected by steel bollards, or when directly behind parking spaces set back a minimum of five feet (5') behind tire stops or edge of pavement.
5. Each light fixture located within the required peripheral landscape strip shall be setback at least three feet (3') from the inside edge of such peripheral landscape strip; however, in no case shall such setback be less than seven feet (7') from the peripheral property lines of the Western Site adjoining such landscape strip. This section shall not apply to street lighting.
6. Outdoor lighting on the property shall be provided within the following ranges. For purposes of this provision, the illumination intensity shall be measured at finished grade.

Required Maintained Lighting Levels in Western Development			
Use	Measurement in Footcandles		
	Minimum	Average	Maximum
Local Street, where lighting is provided	0.2	0.4	2.4
Collector and arterial streets, where lighting is provided	0.2	0.9	5.4
All on-site areas (except loading areas and within the Central Landscape Park) within 200 feet of the right-of-way of Cornwall Road	0.6	2.4	6.6
All on-site areas (except loading areas and within the Central Landscape Park) beyond 200 feet of the right-of-way of Cornwall Road	0.9	4.0	10.0
Shopping center main access	NA	NA	10.0

Required Maintained Lighting Levels in Western Development			
Use	Measurement in Footcandles		
	Minimum	Average	Maximum
Off-street loading areas during inactive loading periods	0.2	0.8	3.0
Off-street loading areas during active loading periods	2.0	10	20
Walkways and bikeways at hazards (stairways, tunnels, bridges, elevation changes, ramps, obstructions and curves, etc.) within the Central Landscape Park.	0.1	NA	2.0
Parks and athletic courts/ fields.*	As recommended by the IESNA.		

Required Maintained Lighting Levels in the Eastern Development			
Use	Measurement in Footcandles		
	Minimum	Average	Maximum
Local Street, where lighting is provided	0.2	0.4	2.4
Collector and arterial streets, where lighting is provided	0.2	0.9	5.4
Residential off-street parking lots	0.2	0.8	3.0
Non-residential off-street parking lots	0.6	2.4	6.6
Off-street loading areas during inactive loading periods	0.2	0.8	3.0
Off-street loading areas during active loading periods	2.0	10	20
Walkways and bikeways at hazards (stairways, tunnels, bridges, elevation changes, ramps, obstructions and curves, etc.)	0.1	NA	2.0
Building entrances and signs	0.5	NA	5.0
Building facades, monuments, fountains & similar features	0	NA	5
Parks and athletic courts/ fields.*	As recommended by the IESNA.		

7. No light source or combination thereof which casts light on an adjoining public street, except for Western Street A, shall exceed a meter reading of one (1) footcandle as measured from the centerline of said street nor shall any light source or combination thereof which casts light on adjacent residential property, which is not a part of the Western Development, exceed one-tenth (0.1) footcandle as measured at the property line or one (1.0) footcandle on an adjacent non-residential property that is not a part of the Western Development. For purposes of this provision, the

footcandle level of a light source shall be taken after dark with the light meter held 6" above the ground with the meter facing the light source. A reading shall be taken with the light source on, then with the light source off. The difference between the two readings will be identified as the illumination intensity. Proper mounting height, shielding, setback and aiming rather than vegetative screening shall be used to serve as the primary means of controlling light trespass.

8. Except for security lighting as follows, outdoor lighting must be turned off by automatic switching no later than one hour after closing. Exterior lighting of a building and/or grounds for security surveillance purposes is permitted. Such lighting shall be arranged, and of sufficient illumination, to enable the detection of suspicious movement, rather than the recognition of definitive detail. For security lighting of grounds and parking lots, the level of illumination shall not exceed a maximum average illumination of twenty-five percent (25%) that level required in Section 2-12.6. of this Agreement. Security lighting for buildings/structures shall be directed toward the face of the building/structure, rather than the area around it.
9. Under-canopy lighting shall be accomplished using flat-lens full-cutoff fixtures aimed straight down and shielded in such a manner that the lowest opaque edge of the fixture shall be below the light source at all lateral angles. The illumination in the area directly below the canopy shall not exceed twenty (20) average footcandles and the maximum shall not exceed thirty (30) footcandles. Outdoor canopies include, but are not limited to gasoline station island canopies, canopies above storefronts, canopies above building entrances and areas under pavilions, gazebos and similar structures devoted to pedestrian access.

13. LANDSCAPING & SCREENING REQUIREMENTS

1. Landscaping shall be arranged to provide visual interest, define outdoor pedestrian oriented spaces, complement the proposed architectural style, preserve existing mature vegetation where practicable, and achieve other functional and aesthetic elements within the Western Development. The applicant shall be required to submit landscape plans by a qualified expert during land development review that demonstrates compliance with all applicable landscaping, screening and mature vegetation preservation requirements.
2. Off-street parking lots shall be fitted with interior landscape islands that define travel lanes and rows of parking spaces. A minimum of 300 square feet of interior landscape island with one shade tree shall be provided for each twenty (20) parking spaces (as applied on an overall basis for the entire Western Development). Parked vehicles may not overhang interior landscaped islands more than two and one-half (2½) feet. Where necessary, wheel stops or curbing shall be provided to insure no greater overhang. Rain gardens are encouraged, but not required, within interior landscape islands where suitable.

3. A minimum twenty-five foot (25') foot wide landscape strip shall be provided along Cornwall Road as measured from the street right-of-way line as it existed on the effective date of the Settlement Agreement. Such landscape strip along Cornwall Road shall also incorporate:
 - A. a minimum four foot (4') high earthen berm, as measured from the elevation along the nearest point of the right-of-way of Cornwall Road. Such berm shall not be required in those areas associated with the clear sight triangles of (i) the proposed access drives onto Cornwall Road and (ii) Western Street A's intersection with Cornwall Road;
 - B. a dense combination of vegetative screening and other decorative plantings atop the berm that will achieve effective visual blockage up to a minimum height of eight feet (8'), as measured from the elevation along the nearest point of the right-of-way of Cornwall Road, within five (5) years of installation. Such vegetative screening shall not be required in those areas associated with the clear sight triangles of (i) the proposed access drives onto Cornwall Road and (ii) Western Street A's intersection with Cornwall Road; and,
4. In addition, a minimum fifteen foot (15') wide landscape strip shall be provided along the adjoining residential properties (as defined herein). This landscape strip shall include a dense combination of vegetative screening that will achieve effective visual blockage up to a minimum height of eight feet (8') above finished grade within five (5) years of installation. In addition, a sight-tight fence will be located along the rear lot lines of the adjoining residential properties (as defined herein). This requirement will cease upon the integration of the adjoining residential properties into the Western Development.
5. A minimum ten foot (10') wide landscape strip shall be provided along the western boundary of the Western Development. Such landscape strip shall be devoted to the use of a combination of landscape materials (i.e. ground covers, shrubs and trees) and shall provide at least one (1) shade tree for each 300 square feet of required landscape strip.
6. A minimum fifteen foot (15') foot wide landscape strip shall be provided along the northern and southern boundaries of the Western Development. Such landscape strips shall be devoted to the use of a combination of landscape materials (i.e. ground covers, shrubs and trees) and shall provide at least one (1) shade tree for each 450 square feet of required landscape strip.
7. Those landscape strips and/or screens that are located at the periphery of a property shall include a planting of low-level vegetation to act as a trash and litter trap/barrier for the subject property. In connection with submission of a land development plan pursuant to the Settlement Agreement, the owner shall also submit a working plan for the regular collection and disposal of trash/litter from such areas.

8. In addition to the shared use path required under the Western Design Standards, the Central Landscape Park also shall offer benches at intervals of one (1) every one hundred (100') feet and amenities. A surface water feature with generous landscaping and shade trees must contribute to a "park-like" character of this area. This area may be used as a stormwater rain garden provided that it does not interfere with the pedestrian/bicycle oriented nature of the park and its related improvements.
9. Trees planted within a sidewalk or paved pedestrian oriented space shall be provided with a tree grate and tree guard or within a raised planter with a four (4) inch minimum height to edge of raised planter. Tree grates and tree guards shall not be required for trees planted within a grass strip between the sidewalk and curb (including landscape islands) or within an area with vegetative ground cover.
10. Deciduous trees shall have a minimum caliper of two and one-half inches (2 ½"). Evergreen trees shall have a minimum height of six (6) feet. All required landscape strips shall have landscaping materials distributed along the entire length of the applicable lot line (excluding curb cuts).
11. No vegetation shall include any noxious or invasive species as defined herein. Trees and shrubs shall be symmetrical, free of insects, pests, and disease. Trees and shrubs shall be typical of their species and variety; have normal growth habits, well-developed branches, dense foliage, and vigorous and fibrous root systems. They shall have been grown under climatic conditions similar to those in the locality of the project or properly acclimated to conditions of the locality of the project. Applicants shall select a mix of diverse plant materials to protect against a catastrophic loss due to a disease or insect damage. "Salt tolerant" species shall be selected for locations near streets and access drives.
12. Any tree or shrub which dies within eighteen (18) months of planting shall be replaced. All landscaping and screening treatments shall be properly maintained in accordance with the minimum specifications listed herein and reflected on the required landscape plan, whichever imposes the greater standard. Landscape materials that die or are damaged shall be replaced.
13. The following lists the types of vegetation approved for specific required uses by this Agreement:

APPROVED SHADE TREES		
Botanical Name	Common Name (N-Native)	Mature Height (ft.)
<i>Acer rubrum</i>	Red Maple (N)	75
<i>Acer saccharum</i>	Sugar Maple (N)	100
<i>Betula nigra</i>	River Birch (N)	70
<i>Carpinus betulus</i>	European Hornbeam	60
<i>Celtis occidentalis</i>	Common Hackberry (N)	120

APPROVED SHADE TREES		
Botanical Name	Common Name (N-Native)	Mature Height (ft.)
<i>Cercidiphyllum japonicum</i>	Katsura Tree	75
<i>Fraxinus Pennsylvanica</i> 'Patmore'	Patmore Green Ash	
<i>Fraxinus Pennsylvanica</i> 'Urbanite'	Urbanite Green Ash	
<i>Ginkgo bi/oba</i> (males only)	Ginkgo, Maidenhair Tree	120
<i>Gleditsia tricanthos</i> 'inermis'	Common Honeylocust	120
<i>Gymnocladus dioicus</i>	Kentucky Coffee-tree (N)	90
<i>Liquidambar styraciflua</i>	Sweet Gum (N)	75
<i>Liriodendron tulipifera</i>	Tulip Tree (N)	150
<i>Nyssa sylvatica</i>	Black Gum (N)	50
<i>Plantanus xacerifolia</i>	London Planetree	50
<i>Quercus palustris</i>	Pin Oak	70
<i>Quercus rubra</i>	Red Oak(N)	75
<i>Quercus prinus</i>	Chestnut Oak (N)	70
<i>Tilia tomentosa</i>	Silver Linden	70
<i>Tilia cordata</i>	Littleleaf Linden	90
<i>Ulmus americana</i>	American Elm (N)	120
<i>Zelkova serrata</i>	Japanese Zelkova	80

APPROVED SMALL DECIDUOUS TREES		
Botanical Name	Common Name (N-Native)	Mature Height (ft.)
<i>Acer buergeranum</i> (tree form)	Trident Maple	30
<i>Acer campestre</i>	Hedge Maple	45
<i>Acer griseum</i>	Paper Bark Maple	40
<i>Acer Palmatum</i> 'Cultivars'	Japanese Red Maple	
<i>Amelanchier canadensis</i> (tree form)	Serviceberry (N)	30
<i>Betula populifolia</i>	Gray Birch (N)	30
<i>Carpinus caroliniana</i>	Ironwood, American Hornbeam (N)	35
<i>Cercis canadensis</i>	Eastern Redbud (N)	36
<i>Chionanthus virginicus</i>	Fringetree (N)	30
<i>Cladrastis lutea</i>	American Yellow-wood (N)	50
<i>Cornus florida</i>	Flowering Dogwood (N)	40
<i>Cornus kousa</i>	Kousa Dogwood	40
<i>Cornus mas</i>	Cornelian Cherry	24
<i>Halesia carolina</i>	Carolina Silverbell (N)	40
<i>Magnolia stellata</i>	Star Magnolia	20
<i>Magnolia virginiana</i>	Sweet Bay Magnolia (N)	20
<i>Malus floribunda</i> *	Japanese Flowering Crab*	30*
<i>Malus</i> 'Red Barron'	Red Barron Flowering Crabapple	20
<i>Malus</i> 'Spring Snow'		
<i>Ostrya virginiana</i>	Hop-hornbeam (N)	40
<i>Oxydendrum arboreum</i>	Sourwood (N)	30
<i>Parrotia persica</i>	Persian Parrotia	40
<i>Prunus sargentii</i>	Sargent Cherry	50
<i>Prunus semulata</i>	'Kwanzan' Kwanzan Cherry	25
<i>Pyrus Calleryana</i> 'Cleveland Select'	Cleveland Select Pear	
<i>Pyrus Calleryana</i> 'Capitol'	Capitol Pear	

APPROVED SMALL DECIDUOUS TREES		
Botanical Name	Common Name (N-Native)	Mature Height (ft.)
<i>Stewartia pseudocamellia</i>	Japanese Stewartia	40
<i>Syringa amurensis japonica</i>	Japanese Tree Lilac	30
<i>Ulmus parvifolia</i>	Chinese Elm	40

* Applicant must submit expert written evidence that the proposed plants are of a disease resistant variety.

APPROVED EVERGREEN TREES FOR SCREENING		
Botanical Name	Common Name (N-Native)	Mature Height (ft.)
<i>Abies concolor</i>	White Fir (N)	90
<i>Chamaecyparis nootkatensis 'pendula'</i>	Weeping Nootka False-Cypress	35
<i>Chamaecyparis thyoides</i>	Atlantic White Cedar (N)	50
<i>Ilex opaca</i>	American Holly (N)	45
<i>Juniperus virginiana cultivars</i>	Eastern Red Cedar (N)	90
<i>Picea abies</i>	Norway Spruce	120
<i>Picea omarika</i>	Serbian Spruce	90
<i>Picea pungens</i>	Colorado Spruce (N)	100
<i>Pinus flexilis</i>	Limber Pine (N)	50
<i>Pinus strobus</i>	Eastern White Pine (N)	100
<i>Pinus strobus 'Fastigiata'</i>	Pyramidal White Pine (N)	40
<i>Pinus thunbergi</i>	Japanese Black Pine	90
<i>Pseudotsuga taxifolia</i>	Douglas Fir (N)	100
<i>Thuja occidentalis 'pyramidalis'</i>	Pyramidal Arborvitae (N)	15
<i>Thuja occidentalis</i>	'Emerald Emerald Arborvitae (N)	15
<i>Tsuga canadensis</i>	Canadian Hemlock (N)	90

APPROVED DECIDUOUS SHRUBS		
Botanical Name	Common Name (N-Native)	Mature Height (ft.)
<i>Aesculus parviflora</i>	Bottlebrush Buckeye (N)	12
<i>Aronia arbutifolia</i>	Red Chokeberry (N)	8
<i>Aronia melanocarpa</i>	Black Chokeberry (N)	8
<i>Calycanthus floridus</i>	Common Sweetshrub	9
<i>Cephalanthus occidentalis</i>	Buttonbush (N)	10
<i>Chaenomeles speciosa</i>	Common Flowering Quince	10
<i>Clethra alnifolia and cultivars</i>	Summersweet Clethra	8
<i>Cornus alba and cultivars</i>	Tatarian Dogwood	10
<i>Cornus amomum</i>	Silky Dogwood (N)	10
<i>Cornus racemosa</i>	Gray Dogwood (N)	15
<i>Cornus sericea</i>	Redosier Dogwood (N)	9
<i>Cotinus coggygria and cultivars</i>	Smokebush	15
<i>Cotoneaster apiculatus</i>	Cranberrybush Cotoneaster	
<i>Fothergilla major</i>	Large Fothergilla (N)	10
<i>Hamamelis virginiana</i>	Common Witchazel (N)	20
<i>Hydrangea quercifolia</i>	Oakleaf Hydrangea (N)	6
<i>Ilex verticillata</i>	Common Winterberry (N)	10

APPROVED DECIDUOUS SHRUBS		
Botanical Name	Common Name (N-Native)	Mature Height (ft.)
<i>Itea virginica</i>	Virgina Sweetspire (N)	6
<i>Lindera benzoin</i>	Spicebush (N)	10
<i>Myrica pennsylvanica</i>	Northern Bayberry (N)	12
<i>Philadelphus virginialis</i>	Sweet Mockorange	12
<i>Physocarpus opulifolius</i>	Common Ninebark (N)	9
<i>Sambucus canadensis</i>	American Elder (N)	12
<i>Spiraea x Bumalda</i> 'Cvs'	Bumald Spirea Cultivars	
<i>Spiraea Japonica</i> 'Cvs'	Japanese Spirea Cultivars	
<i>Spiraea x vanhouttei</i>	Van Houtte Spiraea	10
<i>Symphoricarpos albus</i>	Common Snowberry (N)	6
<i>Syringa vulgaris</i> and hybrids	Common Lilac	15
<i>Vaccinium corymbosum</i>	Highbush Blueberry (N)	12
<i>Viburnum acerifolium</i>	Mapleleaf Viburnum (N)	6
<i>Viburnum carlesii</i>	Korean Spice Viburnum	5
<i>Viburnum dentatum</i>	Arrow Wood Viburnum (N)	12
<i>Viburnum lentago</i>	Nannyberry Viburnum (N)	18
<i>Viburnum prunifolium</i>	Black Haw Viburnum (N)	15

APPROVED EVERGREEN SHRUBS FOR SCREENING		
Botanical Name	Common Name (N-Native)	Mature Height (ft.)
<i>Chamaecyparis pisifera</i> 'Boulevard'	Boulevard False Cypress	12
<i>Euonymus Kiautschovicus</i> 'Manhattan'	Manhattan Euonymous	
<i>Ilex Crenata</i>	Japanese Holly	
<i>Ilex glabra</i>	Inkberry (N)	8
<i>Ilex meserveae</i> cultivars		
<i>Juniperus chinensis</i> shrub cultivars	Chinese Juniper	3-15
<i>Kalmia latifolia</i>	Mountain Laurel (N)	15
<i>Leucothoe fontanesiana</i>	Drooping Leucothoe (N)	6
<i>Mahonia Aquifolium</i> 'Compacta'	Compact Oregon Grapeholly	
<i>Picea glauca</i> 'conica'	Dwarf Alberta Spruce	10
<i>Pieris floribunda</i>	Dwarf Alberta Spruce	6
<i>Pinus mugo</i>	Mugho Pine	6
<i>Rhododendron catawbiense</i> & cultivars	Catawba Rhododendron (N)	10
<i>Rhododendron</i> 'P.J.M.' and cultivars	P.J.M. Rhododendrons	6
<i>Taxus Bacatta</i> 'Rependens'	Spreading Yew	
<i>Taxus x media</i> and cultivars	Yew	3-12
<i>Thuja occidentalis</i> 'Techny'	Mission Arborvitae	8

APPROVED GROUNDCOVERS		
Botanical Name	Common Name (N-Native)	Mature Height (in.)
<i>Ajuga reptans</i>	Ajuga/Carpet Bugleweed	4-6
<i>Coloneaster dammeri</i> cultivars		
<i>Hedera helix</i>	English Ivy	6-8

APPROVED GROUNDCOVERS		
Botanical Name	Common Name (N-Native)	Mature Height (in.)
<i>Juniperus horizontalis</i>	Creeping Juniper	8-24
<i>Liriope muscari</i>	Lilyturf	12-24
<i>Liriope spicata</i>	Lilyturf	12
numerous genera, species, cultivars	Ornamental Grasses	12-60
<i>Ophiopogon japonicus</i>	Mondo Grass	4-6
<i>Pachysandra terminalis</i>	Japanese Spurge	12
<i>Vinca minor</i>	periwinkle/vinca	4-6

14. Additional types of vegetation may be permitted subject to approval from the Township.

14. OFF-STREET PARKING REQUIREMENTS

1. If an above grade parking garage is provided then its facade shall complement the architectural style and treatment of buildings within the Western Development.
2. All at-grade off-street parking areas shall be setback a minimum of:
 - A. twenty-five feet (25') along Cornwall Road as measured from the street right-of-way line on the effective date of this Settlement Agreement;
 - B. ten feet (10') from the adjoining residential properties (as defined herein);
 - C. ten feet (10') from the western boundary of the Western Development;
 - D. fifteen feet (15') from the northern and southern boundaries of the Western Development; and
 - E. fifteen feet (15') along Western Street A as measured from the street right-of-way line.
3. Parking shall be provided at a minimum of 4.5 parking spaces per 1,000 square feet of gross floor area for each building (excluding parking garages and gasoline stations). When a computation of required parking spaces results in a fraction of a space, one additional parking space shall be required. For any gasoline station, off-street parking shall be provided at a rate of two (2) spaces per fueling nozzle and two (2) spaces per compressed air nozzle. Such spaces shall be arranged to offer direct vehicular access to the fuel/air nozzles and to provide for discernible stacking lanes to such nozzles.
4. The 56-space parking lot located between the adjoining residential properties (as defined herein) shall be removed and left in as open space

without impervious lot coverage until such time as both adjoining residential properties are incorporated into the Western Development.

5. Off-street parking spaces shall have a rectangular shape with a minimum width of nine (9) feet and a minimum length of eighteen (18) feet. Those minimum dimensions are exclusive of all drives, curbs and turning space. Off-street parking spaces shall have an asphalt, concrete or other similar hard surface, and shall be individually marked with paint or striping.
6. Anchor stores shall provide for painted or otherwise delineated crosswalks between the peripheral sidewalk along the main storefront entrance(s) across the adjoining access drive to the adjoining parking lot.

15. LOADING/SERVICE AREA REQUIREMENTS

1. Off-street loading spaces and lanes shall be screened from the peripheral sidewalk, Cornwall Road and the Adjoining Residential Properties. This screening may be accomplished through the location of buildings, walls, fences, berms and landscaping.
2. Service lanes shall afford vehicular access to off-street loading spaces and service areas in accordance with the requirements listed in Section 2-9.10. of this Agreement.
3. Off-street loading spaces and lanes shall be designed so that there will be no need for service vehicles to back onto designated parking spaces, streets or sidewalks. Furthermore, off-street loading spaces shall not interfere with the use of access drives, sidewalks and streets.
4. Off-street loading spaces and lanes shall be designed so that each vehicle may proceed to and from the space provided for it without requiring the moving of any other vehicle. All service lanes shall be so designed and constructed such that it will not be necessary for drivers to back out onto a street. All dead-end loading spaces shall be designed to provide sufficient back-up and turn-around area. Such back-up and turn-around areas shall also be considered to be part of the off-street loading space for purposes of location, setbacks, orientation and screening.
5. All off-street loading spaces and lanes shall be marked and maintained for the purpose of defining all loading spaces and service lanes. Painted lines, arrows, and dividers shall be provided and maintained to control truck parking and to direct vehicular circulation. At a minimum, the lines of all off-street loading spaces and service lanes (including directional arrows) shall be in a color typically suitable for such markings and shall be at least four (4) inches in width.
6. Off-street loading spaces (including service lanes) shall be drained to prevent damage to other properties or public streets. Furthermore, all off-street loading spaces shall be designed to prevent the collection of standing water on any portion of the loading facility surface.

7. Off-street loading spaces shall have a rectangular shape with minimum dimensions provided below, excluding service lanes, entrances, and exits. Angled spaces will need to be longer to achieve the rectangular shape:

Facility	Length	Width	Height (if covered or obstructed)
Uses with more than 35,000 square feet of gross floor area	63 feet	12 feet	15 feet
All other uses	33 feet	12 feet	15 feet

8. Required off-street loading for non-anchor uses shall be provided as a minimum twelve foot (12') off-street loading lane located directly behind each building and extending the full width of the building except as may be used for a dumpster.
9. The required number of off-street loading spaces for anchor stores shall be calculated based on the gross floor area of the respective anchor store. One (1) off-street loading space shall be required for every 40,000 square feet of gross floor area. Loading spaces shall be located throughout the Western Development so as to adequately service each business.

16. SHOPPING CART STORAGE

For uses that provide shopping carts for use by customers, the outdoor storage and collection of shopping carts is permitted subject to the following.

1. Shopping carts may be collected and stored immediately in front of the storefront (upon sidewalks, or under a canopy) and/or within the parking lot.
2. In no case shall such designed shopping cart storage and collection areas be located upon any facilities used for vehicle circulation, required parking and loading areas, or emergency vehicle access provisions (e.g., fire lanes).
3. Shopping cart storage and collection areas shall be situated to provide clear pedestrian access (sidewalk or other area) at least eight (8) feet wide adjoining the storefront.
4. Signage for shopping cart storage and collection areas shall be governed by those regulations pertaining to on-site directional signs as regulated by Section 2-11.6. of this agreement.

17. SIDEWALK DISPLAYS

1. The location of outdoor sidewalk displays shall be limited to sidewalks,

under canopies, or other areas immediately in front of the storefront. The stacking or display of such items shall be arranged to provide clear pedestrian access (sidewalk or other area) at least eight (8) feet wide.

2. In no case shall the location of such sidewalk display areas occur within any area used for vehicular circulation, required parking and loading areas, or emergency vehicle access provisions (e.g., fire lanes).
3. In the case of storefronts exceeding a horizontal length of one hundred (100) lineal feet, no such sidewalk display shall exceed fifty (50) percent of the horizontal length of the storefront. For example, a storefront two hundred (200) feet long could have a sidewalk display directly in front of the store with a maximum length of one hundred (100) feet.
4. No signage, except as authorized by the Western Design Standards, shall be permitted.
5. In connection with submission of a land development plan, the Developer shall submit a working plan to the Board for the cleanup of litter and debris which may result from such outdoor display. Also, the applicant shall depict intended sidewalk display areas upon any permit applications and/or plans required by the Township. No additional permits shall be required, unless such area is to change in location or size.

18. SPECIAL EVENT SALES

1. In addition to the above, two special event sales shall be permitted per calendar year. Such special event sales shall be limited to no more than a total of thirty (30) days per calendar year. The sales of fireworks of all classes shall be expressly prohibited.
2. Special events shall be coordinated by the Developer or Western Development manager and notice of such events shall be provided to the Zoning Officer at least ten (10) days in advance of any special event. The enforcement of these limitations by the Developer or Western Development manager shall be the subject of lease agreement or other agreement by and among the Developer and occupants of stores to ensure the unified management and control of the Western Development, as such agreement shall be further described in Section 2-3.
3. Areas used for special event sales displays shall be sited to comply with setback requirements, if any, for a principal structure or principal use, whichever is greater.
4. Special event sales may only be conducted upon the peripheral sidewalk and shall be arranged to provide clear pedestrian access (sidewalk or other area) at least eight (8) feet wide.
5. The area devoted to special event sales displays shall not exceed twenty (20) percent of the gross floor area of the use(s) conducting the special event sale.

6. All uses conducting a special event sale shall be responsible for the ongoing cleanup of litter and debris. Also, no exterior public address or lighting systems shall be used that produce glare or noise impacts discernable at, or beyond, the lot line of any lot that is not included as part of the Western Development.
7. Signage for special event sales shall be limited to on-site directional signs in accordance with Section 2-11.6. of this agreement but only on a temporary basis.

19. MISCELLANEOUS.

1. Parking and Storage of Vehicles. Motor vehicles or trailers of any kind without current license plates and/or a valid state inspection sticker shall not be parked or stored other than in completely enclosed buildings.
2. Public Utility Exemption. Accessory support and maintenance structures, and buildings not requiring human occupancy, of public utilities shall be exempt from the Western Design Standards. Such structures including fences shall be located no closer than five (5) feet to any street right-of-way or lot line of any lot that is not included as part of the Western Development. Principal public utility structures shall comply in all respects with applicable Western Design Standards. In either case, said public utility shall obtain a building permit and zoning permit from the Zoning Officer prior to the start of construction. Said permit application shall include any and all required approvals by other agencies for the use specified.

ARTICLE 3 – EASTERN SITE DESIGN STANDARDS – COMMERCIAL PORTION

1. The standards set forth in this Article III shall apply to the Commercial/Office Corridor and Office Corridor of the Eastern Site Concept Plan.
2. **PERMITTED USES** – The following uses and no others are permitted by right in the Commercial/Office Corridor and upon that lot containing the existing historic barn that is to be preserved for adaptive reuse in accordance with the Settlement Agreement (as depicted upon Lot No. 30 on the Eastern Site Concept Plan – Exhibit D) with one or more principal uses and/or buildings being permitted on a single lot:
 1. Public grounds and public utility structures.
 2. Public and private schools, including colleges and other institutions of higher learning.
 3. Retail sales and rental of all consumer goods not otherwise prohibited by law up to a maximum of 15,000 square feet of gross floor area per business but expressly excluding adult uses. Such principal uses shall be limited to ground floor space only; except, however, that accessory uses (offices, storage areas, etc.) may be located on floors above the ground floor.
 4. Theaters.
 5. Hotels and motels.
 6. Banks, savings and loan associations and other finance agencies, including mortgage or investment brokerage services.
 7. Business and professional offices.
 8. Medical, dental, optical and veterinary offices (excluding pet kennels), clinics, and associated pharmacies.
 9. Day care centers.
 10. Indoor amusement enterprises such as arcades, arenas, bowling alleys, dance halls, roller skating rinks and other recreation or entertainment establishments but expressly excluding adult uses, shooting ranges, off-track betting facilities, casinos, and slot machine parlors.
 11. Health, fitness, and recreational clubs, gymnasiums and spas.
 12. Laundromat and laundry and dry cleaner drop-off shops for off-site processing.
 13. Personal service shops devoted to the provision of retail services to the general public including but not limited to the following, up to a maximum

of 15,000 square feet of gross floor area per business and limited to ground floor space only; except, however, that accessory uses (offices, storage areas, etc.) may be located on floors above the ground floor.

- A. Barbers, hair, nail and tanning salons and meditation, yoga, massage, aroma, aqua and other relaxation-based therapy salons.
 - B. Tailors and shoe repair shops.
 - C. Music, dance, art, photography and fashion studios and galleries.
 - D. Jewelry, clock, watch, computer, electronic and other small appliance repair shops.
- 14. Museums.
 - 15. Bakers, caterers and confectioners devoted to the provision of retail sales and services to the general public.
 - 16. Sit-down restaurants, nightclubs and late night entertainment venues.
 - 17. Fast food restaurants, drive-in restaurants and/or drive through restaurants, provided that (i) vehicular access shall be limited to one access drive along Eastern Street A or Eastern Street B and (ii) drive-through lanes that are separated from other aisles or vehicle circulation lanes with paint striping shall have stacking room for at least six (6) vehicles; and shall be designed to minimize conflicts with pedestrian movements.
 - 18. Shops of sign makers.
 - 19. Apartments that are confined to the second or higher floors of a building that is designed and intended to contain some other permitted principal, non-residential use(s) (e.g. ground floor office, etc.).
 - 20. Accessory uses customarily incidental to the above permitted uses.
3. **PERMITTED USES** – The following uses and no others are permitted by right in the Office Corridor except upon that lot containing the existing historic barn that is to be preserved for adaptive reuse in accordance with the Settlement Agreement (as depicted upon Lot No. 30 on the Eastern Site Concept Plan – Exhibit D) with one or more principal uses and/or buildings being permitted on a single lot:
- 1. Public grounds and public utility structures.
 - 2. Public and private schools, including colleges and other institutions of higher learning.
 - 3. Banks, savings and loan associations and other finance agencies, including mortgage or investment brokerage services.

4. Business and professional offices.
5. Medical, dental, optical and veterinary offices (excluding pet kennels), clinics, and associated pharmacies.
6. Day care centers.
7. Shops of sign makers.
8. Nursing, rest or retirement homes.
9. Accessory uses customarily incidental to the above permitted uses.

4. INFRASTRUCTURE RESPONSIBILITY

1. The proposed stormwater management facility located at the northern end of the Eastern Site (as generally labeled "Storm Water Management" on the Eastern Site Concept Plan), shall be designed as a retention basin, provided that the Lebanon County Conservation District approves such a design. If supported by natural conditions, this retention basin shall be designed with a natural appearance. Installation of the retention basin may be phased-in as adjoining uses that are served by the retention basin receive final plan approval under the Settlement Agreement.

5. BUILDING ORIENTATION AND LOCATION

1. All buildings in the Commercial/Office Corridor (excluding buildings that are located along Eastern Street A with frontage along Cornwall Road or are upon any lot that incorporates the Adjoining Eastern Property) shall have a minimum of seventy percent (70%) of their front façade located at or within ten feet (10') of the street right-of-way of Eastern Street A or Eastern Street B (as applicable).
2. All buildings located in the Office Corridor and those buildings in the Commercial/Office Corridor that also contain frontage along Cornwall Road (excluding buildings located along Eastern Street B with frontage along Cornwall Road) shall provide for a minimum front yard setback of fifty (50') feet from each adjoining street right-of-way.
3. All buildings in the Commercial/Office Corridor (excluding buildings that are located along Eastern Street A with frontage along Cornwall Road or are upon any lot that incorporates the Adjoining Eastern Property) shall have a building entrance that is located no more than fifty feet (50') from the street-right-of-way that is most parallel to the front façade of the building and such entrance shall include a paved sidewalk that connects with the street-side sidewalk. Unless the main entrance to the building is on the front façade of the building, the entrance shall feature a covered canopy with an identifiable architectural portal addressing Eastern Street A or Eastern Street B, as applicable.

4. All buildings in the Commercial/Office Corridor (excluding buildings that are located along Eastern Street A with frontage along Cornwall Road or are upon any lot that incorporates the Adjoining Eastern Property) shall have a minimum side yard setback of ten feet (10'). All buildings located along the Office Corridor and those buildings along the Commercial/Office Corridor that also contain frontage along Cornwall Road (excluding buildings that are located along Eastern Street B with frontage along Cornwall Road) shall have a minimum side yard setback of twenty feet (20').
5. All setbacks required from the right-of-way of Cornwall Road expressed within this Settlement Agreement shall be measured from the edge of such right-of-way as existing on the effective date of this Settlement Agreement.
6. All buildings shall provide for a minimum rear yard setback of fifty feet (50').
7. Vending machines are prohibited outside of an enclosed building or its vestibule.
8. No outdoor storage of goods and materials shall be permitted.

6. BUILDING HEIGHT REQUIREMENTS

1. Except as noted below in Section 3.6.2. of these Design Standards, the maximum height of any building along the Commercial Office Corridor shall be fifty-five (55) feet or three (3) stories, whichever is greater, not including the top of the parapet and non-habitable architectural features (i.e., tower features, clock towers, skylights, etc.) and appurtenances usually required to be placed above the roof level (e.g. antennas, ventilators, HVAC units, etc.).
2. The maximum height of any and all hotels shall be forty-five (45) feet or two (2) stories, whichever is greater, not including the top of the parapet and non-habitable architectural features (i.e., tower features, clock towers, skylights, etc.) and appurtenances usually required to be placed above the roof level (e.g. antennas, ventilators, HVAC units, etc.). However, provided that the architecture used for the hotel accentuates a three-story design and strictly complies with the Architectural and Aesthetic Requirements set forth in Section 7 of the Eastern Design Standards, the maximum permitted height shall be fifty-five (55) feet or three (3) stories, whichever is greater, not including the top of the parapet and non-habitable architectural features (i.e., tower features, clock towers, skylights, etc.) and appurtenances usually required to be placed above the roof level (e.g. antennas, ventilators, HVAC units, etc.).
3. The maximum height of any building fronting solely along the Office Corridor shall be forty-five (45) feet or two (2) stories, whichever is greater, not including the top of the parapet and non-habitable architectural features (i.e., tower features, clock towers, skylights, etc.).

and appurtenances usually required to be placed above the roof level (e.g. antennas, ventilators, HVAC units, etc.).

4. Off-street parking provided through the use of a parking garage shall be permitted so long as the parking garage does not exceed the height of the closest building that the parking garage is to serve and that the parking garage is setback no less than that required elsewhere in the Eastern Site Design Standards or a horizontal distance equal to its height from all adjoining properties that are not a part of the Eastern Development and streets, whichever is the greater distance.

7. ARCHITECTURAL AND AESTHETIC REQUIREMENTS

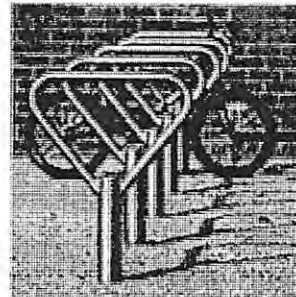
1. In the design of the Eastern Development special emphasis must be placed upon architectural treatments and aesthetics, including integrated architectural treatments, landscaping, lighting, signage, streetscape amenities and pedestrian features to promote a cohesive and aesthetic appearance that reflects unified, architectural themes and design philosophies, with a "main street" theme in the Commercial/Office Corridor and (ii), in the Office Corridor, a complimentary theme that reflects the context of the surrounding developed area, including the Western Development, the Residential Area and the Tuck Business Park. The elevation and facade of each building, store, and structure, individually, and the development as a whole, collectively, will incorporate architectural elements that reflect south central Pennsylvania architecture. Such elements may include, but are not limited to, facade designs, wall materials, roof design and materials, window and cornice design and details, lighting fixture details and door designs and details. Such elements shall distinctively accent the architecture so as to provide a connection to south central Pennsylvania. All building designs will be by a registered architect licensed in the Commonwealth of Pennsylvania. The applicant is required to submit written evidence prepared by an architect registered within the Commonwealth of Pennsylvania of proposed architectural styles, details, palettes, cut-sheets and samples for Township approval.
2. Front facades of a building shall contribute to the architectural and aesthetic characteristics of the proposed Eastern Development. Architectural themes and styles on the side and rear facades of each building shall relate to the architecture applied to the front façade. Design considerations shall include:
 - A. The architectural style of structures shall be designed to incorporate façade ornamentation, building offsets, window treatments, variations in roof lines, entry treatments, bays, colonnades, recesses, pilasters, piers, columns or other architectural features.
 - B. Front facades greater than fifty (50') feet in length, including separate uses that are attached, shall include entrance

treatments, bays, offsets, colonnades, recesses, pilasters, piers, columns or other architectural features to break up the storefront façade at regular intervals so that there is no uninterrupted length of façade which exceeds seventy-five (75') feet.

- C. Front façades for uses that contain less than ten thousand (10,000) square feet of gross floor area shall have glass, arcades, display windows, entry areas, awnings or false windows along not less than forty-five (45%) percent of the front facade's horizontal length.
- D. Front façades for uses that contain greater than ten thousand (10,000) square feet of gross floor area shall have glass, arcades, display windows, entry areas, awnings or false windows along not less than thirty percent (30%) of the front facade's horizontal length.
- E. Each building shall have a clearly defined, highly visible customer entrance that includes architectural enhancements such as canopies, porticos, overhangs, recessed or projected entrances, raised cornice parapets, peaked roofs, arches, outdoor foyers, patios, display windows, planters, wing walls, landscaped sitting areas, or other architectural details integrated into the building's architectural design. Buildings in the Commercial/Office Corridor (excluding buildings that are located along Eastern Street A with frontage along Cornwall Road or are upon any lot that incorporates the Adjoining Eastern Property) shall have a building entrance that is located no more than fifty (50') feet from the street-right-of-way that is most parallel to the front façade of the building and such entrance shall include a paved sidewalk that connects with the street-side sidewalk. Unless an entrance to any such building is on the front façade of the building, the entrance shall feature a covered canopy with an identifiable architectural portal addressing Eastern Street A or Eastern Street B, as applicable.
- F. Roof top service equipment shall be screened from view from an adjoining property line and street through architectural treatments to roof lines and/or facades themselves. Roof features may include parapets, overhanging eaves, sloping roofs or other similar features.
- G. Front façades of each building shall be composed of two or more exterior building materials. Exterior building materials may include wood, brick, stone, or textured molded blocks, glass, stucco, EIFS or other similar materials. Split-face masonry block may be used on front facades up to a maximum of twenty-five percent (25%) of the area of each front façade. Vinyl siding may be used for architectural accent features. Aluminum siding, and concrete block are prohibited except within service areas that are completely

screened from view from an adjoining road, sidewalk and/or property.

- H. Building material colors for facades shall be colors selected from the color palette (as defined herein). Other colors may be permitted by majority vote of the Board. Facades may be accented by earth tone or non-earth tone colors. The use of neon lighting is prohibited except for theaters and the use of indirect neon lighting used to accent architectural features
3. Exterior spaces for individual uses may have definite discernible boundaries that can be defined by ornate fences, walls, landscaping, and/or architectural configuration of structures themselves. Exterior spaces are encouraged, but not required, to abut the sidewalk but shall not encroach upon a minimum five (5) foot wide sidewalk fronting uses in the Office Corridor and uses along Eastern Street B or a minimum ten (10) foot wide sidewalk fronting uses along Eastern Street A.
 4. Outdoor dining areas may utilize porches, balconies, courtyards, plazas, and/or sidewalk cafe settings. Site amenities, such as decorative lighting, awnings, canopies, tables with chairs, umbrellas, etc., shall be provided to facilitate use of exterior spaces.
 5. Awnings and canopies may be provided to add a color, provide shelter, and reinforce the entry location. Awnings and canopies shall be a minimum of eight (8) feet above the surface of the sidewalk but shall maintain a setback of at least five feet (5') from the edge of the adjoining street cartway.
 6. Banners may be installed that contain the name of the Eastern Development and shall create a unified identity and may be changed throughout the course of the year to reflect seasons or special events. The location of all poles and banners shall not obstruct site distance requirements at intersections.
 7. Benches shall be provided along the street-side sidewalk of Eastern Street A and Eastern Street B at the rate of at least one (1) bench for every one hundred (100) linear feet of street length but need not be placed at regular intervals. Benches should be located at points appropriate for pedestrian comfort and customer convenience. Benches shall be five (5) feet to eight (8) feet in length and shall be permanently installed. Varying styles and colors may be selected if such style and color complements the aesthetic ambiance of the Eastern Development.
 8. In the Commercial/Office Corridor, permanently installed bike racks shall be placed within one hundred feet (100') of the main entrance to each building and may be shared among adjoining uses



provided each use's main entrance is within one hundred feet (100') of the permanently installed bike rack.



9. Bollards may be used to provide enclosure, control access, and/or serve as a means of separating pedestrian and vehicular circulation and minimizing potential conflicts. Bollards shall be permanently installed unless removable bollards are necessary to facilitate occasional access into an area for purposes of maintenance, conduct of special events, or provision of emergency services. The height and style of the bollard shall complement the aesthetic ambiance of the sidewalk and development. Bollards with lighting shall be designed to prohibit glare.
10. Fences and walls may be utilized to define courtyards, outdoor dining areas, outdoor sales areas, and pedestrian oriented spaces, and to screen and separate uses and activities. Unless used for screening purposes, no such fence or wall shall exceed four (4) feet in height. The use of chain-link fence is prohibited. No fence or wall shall obstruct safe sight distance at intersections. Varying styles and colors may be selected if such style and color complements the aesthetic ambiance of the Eastern Development.
11. Kiosks may be placed along land adjacent to the street-side sidewalk along the Commercial/Office Corridor, amid any pedestrian oriented space, or at any entry court to a building to enhance orientation and/or post announcements. Kiosk styles and colors shall complement the aesthetic ambiance of the Eastern Development.
12. Trash receptacles shall be permanently located along the street-side sidewalk. Receptacle styles and colors shall complement the aesthetic ambiance of the Eastern Development.
13. Dumpsters shall be enclosed and located within the rear yard, or the side yard if there is no rear yard, and shall be screened from adjoining roads and properties and the street-side sidewalks. Enclosures must consist of masonry, wood or framed structures with a separate pedestrian access gate/door which is self-closing and another truck access gate that must be kept closed when not in use. All dumpsters shall be set back a minimum of:
 - A. fifty (50') feet from the right-of-way of Cornwall Road and Rocherty Road;
 - B. fifteen (15') from adjoining properties that are not a part of the Eastern Development; and,
 - C. ten feet (10') from adjoining properties that are within the Eastern Development, except that this setback is waived when one dumpster is shared by adjoining lots.

14. Refuse and recycling collection shall be the responsibility of the owner, and must comply with all applicable Township Ordinances.
15. All utilities shall be installed underground, except that overhead utilities are permitted to the rear of buildings (i.e. the area adjoining the rear façade) containing non-residential uses. To the extent practicable, any above ground facilities shall be screened utilizing fencing and plant materials. All utility meters and satellite dishes shall be screened from public view from street-side sidewalks within the Eastern Development. Public sanitary sewage disposal and public water supply shall be utilized for the Eastern Development; provided, however, that Developer may utilize other facilities for sewer and/or water service if sufficient capacity is not available for the Eastern Development. All costs associated with utility installation shall be borne by the owner.
16. No outdoor storage of goods or materials shall be permitted.

8. COVERAGE REQUIREMENTS

1. The maximum permitted lot coverage for lots within the Commercial Office Corridor shall be eighty percent (80%); and,
2. The maximum permitted lot coverage for lots within the Office Corridor shall be seventy percent (72%).

9. VEHICULAR ACCESS REQUIREMENTS

1. As contemplated on the Eastern Street Concept Plan, Eastern Street A shall intersect on one end with Cornwall Road directly across from the Western Street A, and on the other end with Rocherty Road. Eastern Street A, Eastern Street B, Eastern Street C and Eastern Street D shall be designed and controlled so as to afford safe and efficient vehicular movements in this vicinity. To the extent not inconsistent with applicable design and construction standards of PennDOT (or these Eastern Site Design Standards), such streets shall be designed and constructed in accordance with applicable Township standards and specifications for public streets.
2. Two additional "right-in and out" access roads may be provided with one along Cornwall Road and the other along Rocherty Road, all subject to PennDOT approval.
3. Any vehicular entrance onto the lot located on the northeast corner of the intersection of Cornwall Road and Eastern Street B shall be setback no less than one hundred fifty (150') feet from the street right-of-way for Cornwall Road on the effective date of this Settlement Agreement.
4. A minimum of seventy-five percent (75%) of the lots in the Commercial/Office Corridor and the Office Corridor shall share an access drive with another lot.

5. The minimum width of a single-lane access drive is twelve (12) feet. The minimum width of a two-lane access drive is twenty (20) feet. The minimum width of any access drive containing more than two (2) lanes is ten (10) feet per lane.
6. A minimum clear sight triangle of seventy-five feet (75') shall be provided at street intersections between Eastern Street A, Eastern Street B, Eastern Street C and Eastern Street D. A minimum clear sight triangle of one hundred feet (100') shall be provided at all street intersections of Eastern Street A and Eastern Street B with Cornwall Road and Rocherty Road. A minimum, modified clear sight triangle shall be provided where an access drive intersects with Eastern Street A, Eastern Street B, Eastern Street C and Eastern Street D. Such minimum, modified clear sight triangle shall be established from a point on the centerline of the access drive located 25 feet back from the intersection of the street centerline and access drive centerline and extending fifty feet (50') from such intersection along the street centerline.

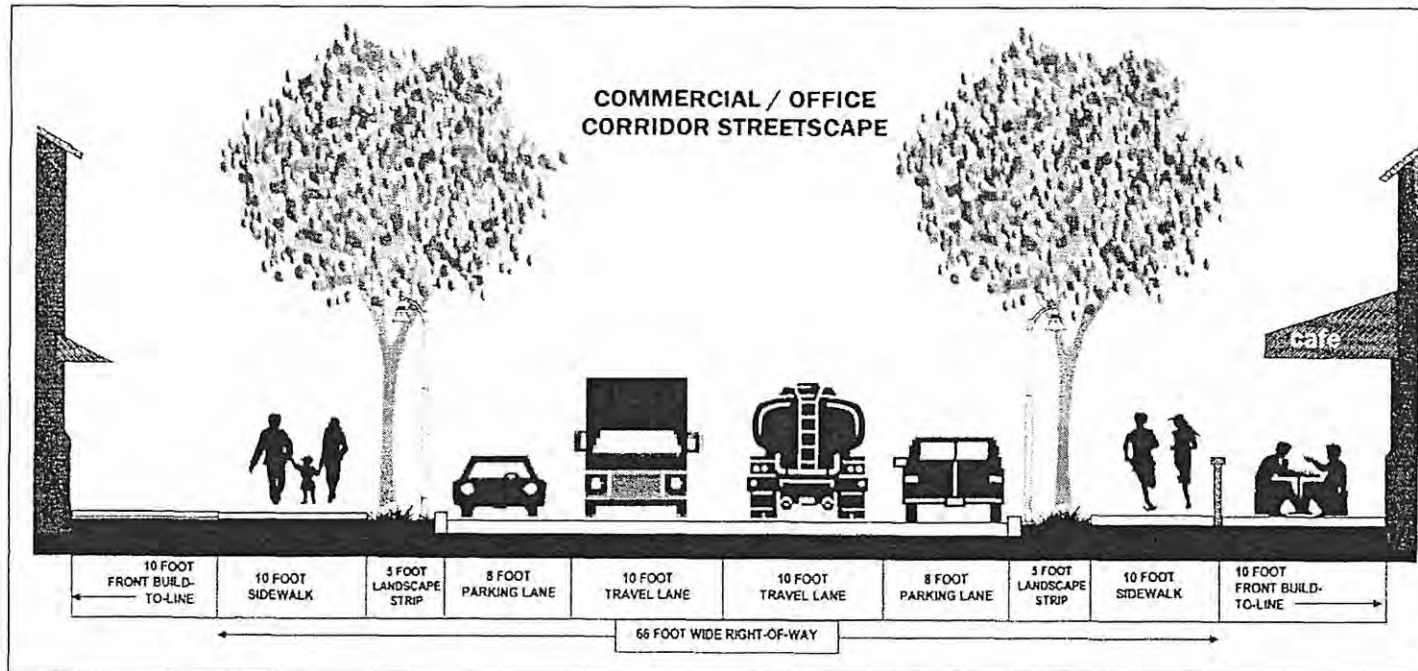
10. STREETSCAPE REQUIREMENTS

- Design standards for the Commercial / Office Corridor streetscape are as follows:

Minimum Required Width of Cartway for each travel lane.	Minimum Required Width of Each Parking Lane	Minimum Required Width of Each Sidewalk / Planting Strip	Required Curb Return Radius	Minimum Required Street Centerline Turning Radius	Minimum Width of Right-of-Way
10 ft.	8 ft.	10 ft. / 5ft.	15 ft.	80 ft.	66 ft.

All streets within the Commercial Office Corridor shall have two-way vehicle travel lanes, two on-street parking lanes, two sidewalks and two planting strips.

The required planting strips will permit the use of hard pedestrian surfaces that are fitted with shade trees adjoining the curb and sidewalk at maximum forty foot intervals in accordance with Section 3-10.9. of this Settlement Agreement and other ornamental landscape materials including but not limited to groundcover as may be suitable.

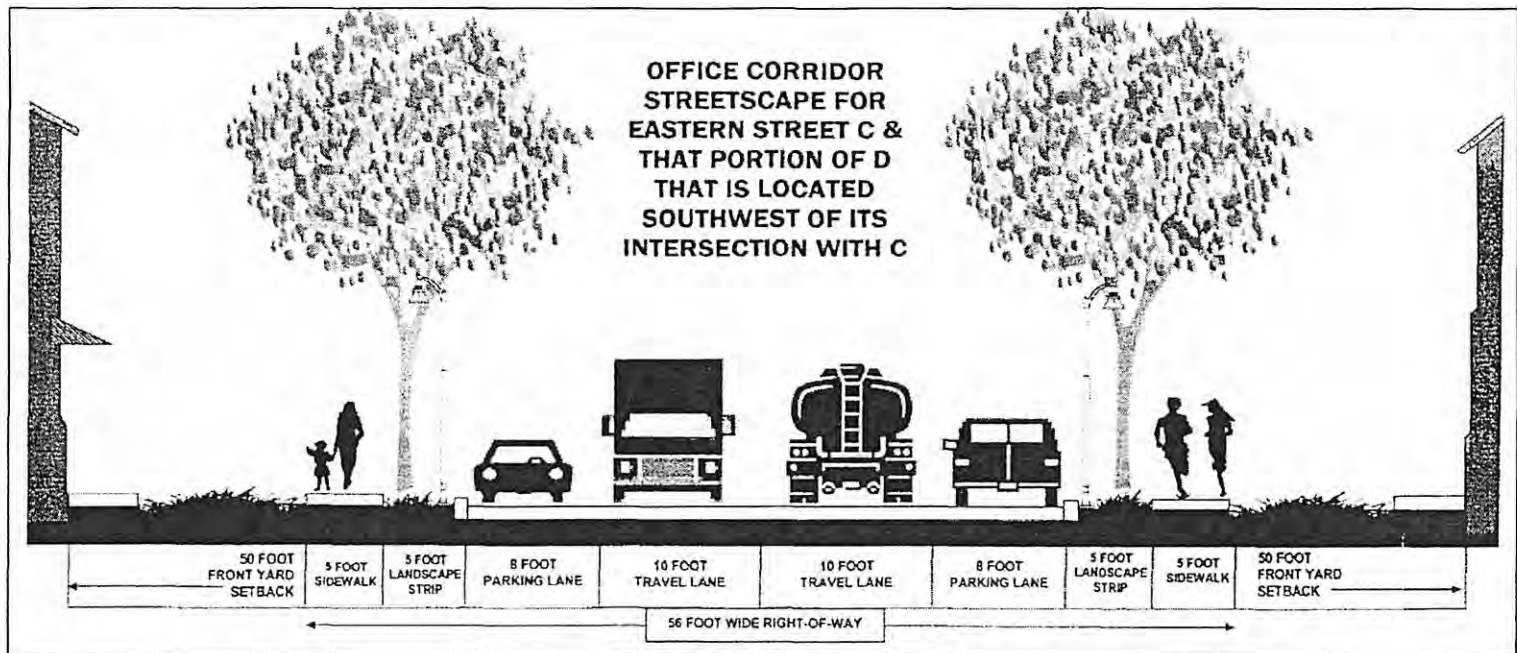


2. Design standards for the Office Corridor streetscape along Eastern Street C and that portion of Eastern Street D that is located to the southwest of its intersection with Eastern Street C are as follows:

Minimum Required Width of Cartway for each travel lane.	Minimum Required Width of Each Parking Lane	Minimum Required Width of Each Sidewalk / Planting Strip	Required Curb Return Radius	Minimum Required Street Centerline Turning Radius	Minimum Width of Right-of-Way
10 ft.	8 ft.	5 ft. / 5ft.	15 ft.	80 ft.	56 ft.

Eastern Street C and that portion of Eastern Street D that is located to the southwest of its intersection with Eastern Street C shall have two-way vehicle travel lanes, two on-street parking lanes, two sidewalks and two planting strips.

The required planting strips will permit the use of hard pedestrian surfaces that are fitted with shade trees adjoining the curb and sidewalk at maximum forty foot intervals in accordance with Section 3-10.9. of this Settlement Agreement and other ornamental landscape materials including but not limited to groundcover as may be suitable.

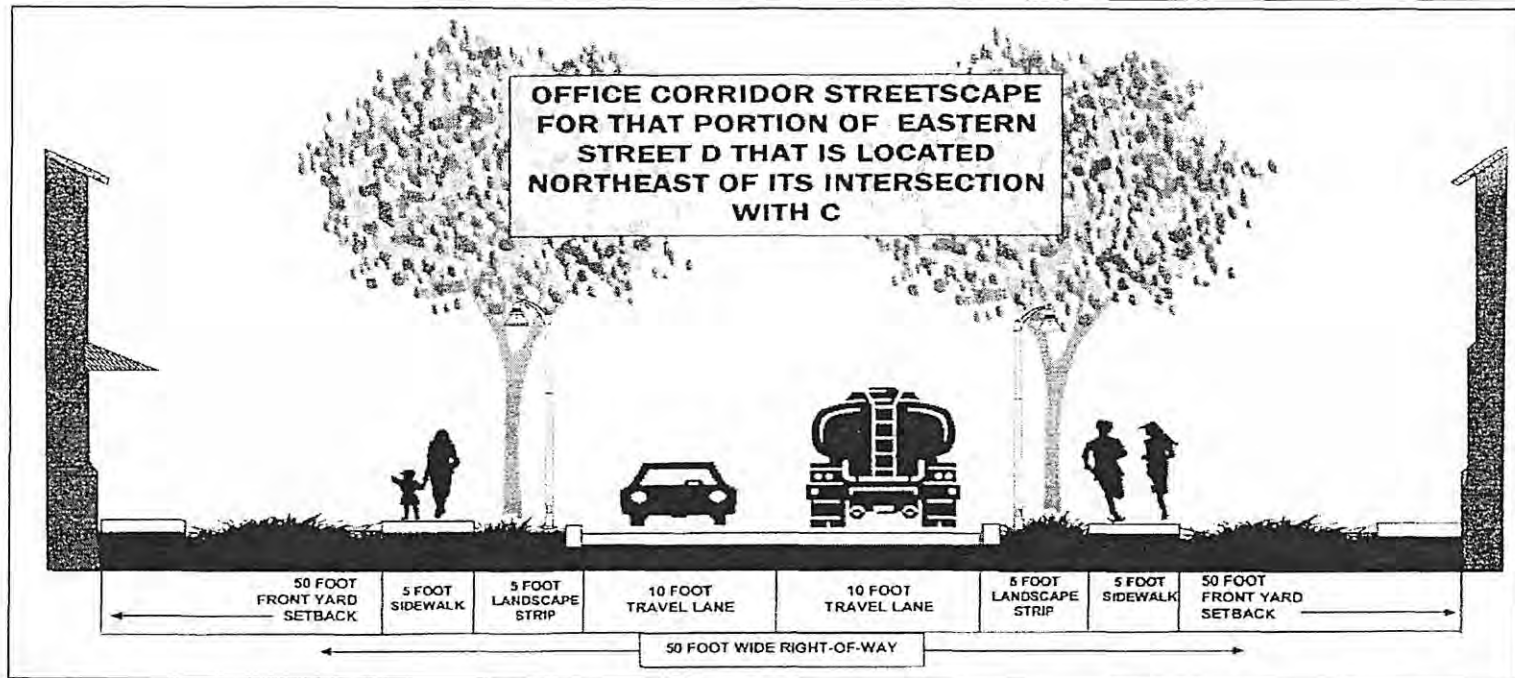


3. Design standards for the Office Corridor streetscape along that portion of Eastern Street D that is located to the northeast of its intersection with Eastern Street C are as follows:

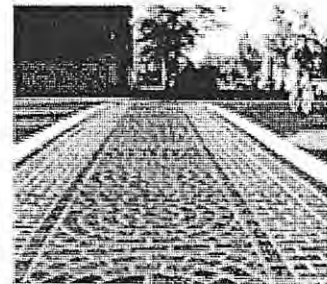
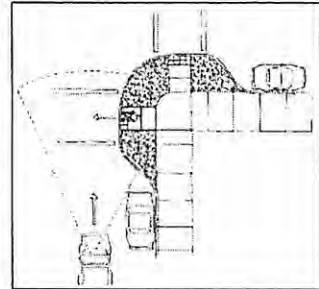
Minimum Required Width of Cartway for each travel lane.	Minimum Required Width of Each Sidewalk / Planting Strip	Required Curb Return Radius	Minimum Required Street Centerline Turning Radius	Minimum Width of Right-of-Way
10 ft.	5 ft. / 5ft.	15 ft.	80 ft.	50 ft.

That portion of Eastern Street D that is located to the northeast of its intersection with Eastern Street C shall have two-way vehicle travel lanes, two sidewalks and two planting strips.

The required planting strips will permit the use of hard pedestrian surfaces that are fitted with shade trees adjoining the curb and sidewalk at maximum forty foot intervals in accordance with Section 3-10.9. of this Settlement Agreement and other ornamental landscape materials including but not limited to groundcover as may be suitable.



4. A minimum of one covered transit bus stop shall be provided in the vicinity of the intersection of Eastern Street A and Eastern Street B/Eastern Street C. Appropriate loading/unloading areas shall be provided which shall be illuminated for safety and convenience. Structural styles and colors shall complement the aesthetic ambiance of the Eastern Development.
5. All street-side sidewalks adjoining Eastern Street A and Eastern Street B (except where adjacent to the Residential Area) shall be a minimum of ten feet (10') wide; street-side sidewalks adjoining Eastern Street C and Eastern Street D shall be a minimum of five feet (5') wide. Street-side sidewalks shall be clear of all pedestrian obstructions.
6. All street-side sidewalks adjoining Cornwall Road shall be a minimum of five feet (5') and shall be clear of all pedestrian obstructions. In addition a minimum five (5) foot wide planting strip will be located between the sidewalk and the cartway for Cornwall Road. The required planting strips will permit the use of hard pedestrian surfaces that are fitted with shade trees adjoining the curb and sidewalk at maximum forty foot intervals in accordance with Section 2-13.13. of these Design Standards and other ornamental landscape materials including but not limited to groundcover as may be suitable.
7. Sidewalks shall be fitted with designated crosswalks at all intersections of streets and access drives. Crosswalks that are located at intersections of streets with on-street parking lanes shall be fitted with curbed sidewalk extensions that extend eight feet (8') on each side towards the other.
8. Crosswalks shall be a minimum six (6) feet in width and shall be constructed of imprinted asphalt, imprinted hot thermoplastic markings, concrete, brick, cobblestone, concrete pavers, stamped concrete or stamped asphalt with an appropriate edge material to define the crosswalk. Accommodations shall be required to promote barrier-free access such as at-grade crossings or handicapped ramps.
9. Street-side sidewalks may provide for pedestrian oriented spaces as gathering places with fountains, playlots, sculptures, outdoor entertainment venues, pavilions, plazas, flower gardens, promenades, cafés, courtyards, kiosks, outdoor vending areas or other similar features.
10. Street-side sidewalks shall be planted with a minimum of one (1) shade tree with a minimum caliper of two and one-half inches (2 1/2") measured six (6) inches above the root ball for every 40 lineal feet on center. Shade trees shall be provided with a tree grate and tree guard or within a raised planter with a four (4) inch minimum height to edge of raised planter. Tree grates and tree guards shall not be required for trees planted within a grass strip between the sidewalk and curb or within an area with vegetative ground cover.



11. In addition to the street-side sidewalks, one pedestrian oriented space shall be provided in the Eastern Development on the lot adjoining the intersection of Cornwall Road and Rocherty Road. This pedestrian oriented space shall include a fountain, sculpture, courtyard, or other similar prominent feature.

11. SHARED USE PATH / GREENWAY REQUIREMENTS

1. To afford the general public users of the Rail Trail with access to the Eastern Development the Developer will install a continuous designated shared use path that provides for the following within a minimum twenty foot (20') wide easement:
 - A. The shared use path shall originate with an improved connection to the Rail Trail at the southeastern quadrant of the Eastern Site (in the Residential Area) and extend through open space or greenway areas generally in a northwesterly direction (crossing Eastern Street C and Eastern Street D) and terminate at the northern boundary of the Eastern Site, with a second extension terminating at the intersection of Eastern Street A and Cornwall Road. A conceptual depiction of the Rail Trail is depicted on the Eastern Site Concept Plan.
 - B. provides for safe movements at all sidewalk, access drive and road crossings;
 - C. includes bike route signs at suitable locations including all road crossings;
 - D. is improved with 10 foot wide path with a durable shared use surface (i.e. pedestrian and bicycle);
 - E. The shared use path shall be fitted with landscaping that complies with Section 3-14 of this Eastern Site Design Standards;
 - F. Perpetual maintenance of the shared use path, and the open space or greenway areas through which the path extends, shall be provided for through condominium documents, easement agreements or other similar recorded instruments; and,
 - G. Unless specified otherwise within the Settlement Agreement, the construction of respective segments of the shared use path will coincide with the development of adjoining properties.

12. SIGNAGE

1. Street name signs shall be designed for uniformity throughout the Eastern Development and shall complement the aesthetics and ambiance of the streetscape.
2. Traffic signal poles may be used for vertical pole mounted banners as long as sight distance is not obscured.
3. Traffic control signage such as stop signs and yield signs, amongst others, shall be generally accepted universal signage in accordance with PennDOT requirements and the MUTCD.
4. No animated signs or billboards shall be permitted.

5. One freestanding gateway structure is permitted on the Eastern Site in the area of the intersection of Eastern Street A and Cornwall Road. Such gateway structure shall be constructed of materials and have a design and theme that is architecturally compatible with the materials and design with a companion gateway to be located on the opposite side of Cornwall Road at its intersection with Western Street A. Such gateway structure may be internally or externally illuminated and shall not exceed a maximum permitted height of fifteen feet (15') feet and shall comprise no more than one-hundred twenty (120) square feet of sign area per side. The gateway structure may be located within the setback required along Cornwall Road at the main entrance to the Eastern Development, but shall be setback a distance equal to its height from the street right-of-way of Cornwall Road.
6. Signs for individual uses of buildings in the Commercial/Office Corridor (excluding properties with frontage along Cornwall Road) shall only include flat wall signs or wall projecting signs in accordance with the following standards:

Individual Use Signs for Uses Along in the Commercial/Office Corridor (excluding properties with frontage along Cornwall and/or Rocherty Roads)		
Standard	Flat Wall Sign	Wall Projecting Sign
Maximum Number	A use may have one flat wall sign and one projecting wall sign, per each façade adjoining a street-side sidewalk.	
Maximum permitted size	1 square foot per 2 each lineal foot of building façade adjoining the street-side sidewalk up to a maximum of 64 square feet	4 square feet
Maximum permitted height	Height of wall to which sign is attached	Height of wall to which sign is attached. The bottom of such sign must be installed no less than eight feet (8') feet above grade.
Maximum permitted projection	24 inches	10 feet provided no sign shall project over an adjoining street

7. Signs for individual uses located in the Office Street Corridor and those buildings in the Commercial/Office Corridor that also contain frontage along Cornwall and/or Rocherty Roads shall only include flat wall signs, wall projecting signs or freestanding signs in accordance with the following standards:

Individual Use Signs located in the Office Street Corridor and Upon Those Properties in the Commercial/Office Corridor With Frontage Along Cornwall and/or Rocherty Roads.			
Standard	Freestanding Sign	Flat Wall Sign	Wall Projecting Sign
Maximum Number	Each principal use may have (1) one freestanding sign. Each principal use may also have and (2) two flat wall signs or two wall projecting signs, or one of each type per each façade adjoining a street.		
Maximum permitted size	1 square foot per every 6 lineal feet of lot frontage up to a maximum of 32 square feet	1 square foot per every 6 lineal feet of lot frontage up to a maximum of 32 square feet; however, if no freestanding sign is provided, 1 square foot per every 2 lineal feet of lot frontage up to a maximum of 64 square feet	4 square feet
Maximum permitted height	10 feet	Height of wall to which sign is attached	Height of wall to which sign is attached. The bottom of such sign must be installed no less than eight feet (8') feet above grade.
Maximum permitted projection	NA	24 inches	10 feet provided no sign shall project over an adjoining street

8. Within the Eastern Development one freestanding directional sign shall be permitted at each access drive intersection with a street provided such sign does not interfere with any required clear sight triangle and enables safe and convenient movement of pedestrians, bicyclists and motorists. Such directional signs shall not exceed four (4) square feet in total sign area and the maximum permitted height of lettering contained upon the sign shall not exceed six (6) inches.
9. In addition to the above permitted signs, each principal use is entitled to one flat wall sign nameplate to be located on any façade that is facing an off-street parking lot. Such nameplates shall not exceed four (4) square feet in total sign area and the maximum permitted height of lettering contained upon the nameplate sign shall not exceed four (4) inches.

13. LIGHTING

1. Lighting fixture style and intensity for the various means of illumination, poles, bollards, signage, landscape lighting, and façade lighting, shall complement the architectural style, aesthetics, and desired ambiance envisioned for the Eastern Development. All lighting shall be arranged so as to deflect light away from any streets (except street lights), the proposed townhouses of the Eastern Development and adjoining property that is not included as part of the Eastern Development.
2. The street-side sidewalks along Eastern Street A, Eastern Street B, Eastern Street C and Eastern Street D shall be fitted with full cut-off decorative lighting fixtures that are located a maximum of 50 feet on center. Light fixtures shall not exceed a maximum permitted height of twelve feet (12') along Eastern Street A and Eastern Street B and along street frontages containing townhouses. Light fixtures shall not exceed a maximum permitted height of twenty (20) feet elsewhere within the Eastern Development.

3. Poles and standards supporting lighting fixtures, except wooden poles or standards, shall be suitably protected from collision by vehicles by being placed atop a concrete pedestal at least 18 inches high or protected by steel bollards, or when directly behind parking spaces set back a minimum of 5 feet behind tire stops or edge of pavement.
4. Outdoor lighting shall be provided in accordance with Section 2.12.6. of the Design Standards.
5. No light source or combination thereof which casts light on an adjoining public street, except Eastern Street A, Eastern Street B, Eastern Street C and Eastern Street D shall exceed a meter reading of one (1) footcandle as measured from the centerline of said street nor shall any light source or combination thereof which casts light on adjacent property that is not a part of the Eastern Development exceed one-tenth (0.1) footcandle as measured at the property line. For purposes of this provision, the footcandle level of a light source shall be taken after dark with the light meter held 6 inches above the ground with the meter facing the light source. A reading shall be taken with the light source on, then with the light source off. The difference between the two readings will be identified as the illumination intensity. Proper mounting height, shielding, setback and aiming rather than vegetative screening shall be used to serve as the primary means of controlling light trespass.
6. Except for security lighting as follows, outdoor lighting which serves uses that do not operate after dark must be turned off one hour after closing. Exterior lighting of a building and/or grounds for security surveillance purposes is permitted. Such lighting shall be arranged, and of sufficient illumination, to enable the detection of suspicious movement, rather than the recognition of definitive detail. For security lighting of grounds and parking lots, the level of illumination shall not exceed a maximum average illumination of twenty-five percent (25%) that level required in Section 2.12.6. of the Design Standards. Security lighting for buildings/structures shall be directed toward the face of the building/structure, rather than the area around it.
7. Under-canopy lighting, shall be accomplished using flat-lens full-cutoff fixtures aimed down and shielded in such a manner that the lowest opaque edge of the fixture shall be below the light source at all lateral angles. The illumination in the area directly below the canopy shall not exceed twenty (20) average footcandles and the maximum shall not exceed thirty (30) footcandles. Outdoor canopies include, but are not limited to canopies above storefronts, canopies above building entrances and areas under pavilions, gazebos and similar structures devoted to pedestrian access.

14. LANDSCAPING & SCREENING REQUIREMENTS

1. Landscaping shall be arranged to provide visual interest, define outdoor pedestrian oriented spaces, complement the proposed architectural style, preserve existing mature vegetation where practicable, and achieve other functional and aesthetic elements within the development. The applicant shall be required to submit landscape plans by a qualified expert during land development review that demonstrates compliance all applicable landscaping, screening and mature vegetation preservation requirements.
2. Off-street parking lots shall be fitted with interior landscape islands that define travel lanes and rows of parking spaces. A minimum of 300 square feet of interior landscape island with one shade tree shall be provided for each twenty (20) parking spaces. Parked vehicles may not overhang interior landscaped islands more than two and one-

half (2½) feet. Where necessary, wheel stops or curbing shall be provided to insure no greater overhang. Rain gardens are encouraged, but not required, within interior landscape islands where suitable.

3. A minimum ten foot (10') foot wide landscape strip shall be provided along Cornwall Road and Rocherty Road (but excluding the Residential Area, which is regulated elsewhere in the Eastern Design Standards), as measured from the street right-of-way line. Such landscape strip shall use a combination of landscape materials (i.e. ground covers, shrubs and trees) and shall provide at least one (1) shade tree for each 400 square feet of required landscape strip.
4. A minimum ten foot (10') wide landscape strip and vegetative screen shall be provided between adjoining existing properties that front along Cornwall Road and the uses along Eastern Street A. Such landscape strip shall use of a combination of landscape materials (i.e. ground covers, shrubs and trees) and shall provide at least one (1) shade tree for each 400 square feet of required landscape strip.
5. A minimum twenty-five foot (25') wide landscape strip shall be provided between the street right-of-way and off-street parking lots for uses in the Office Corridor. Such landscape strips shall use a combination of landscape materials (i.e. ground covers, shrubs and trees) and shall provide at least one (1) shade tree for each 1000 square feet of required landscape strip.
6. A minimum ten (10') foot wide landscape strip shall be provided between the rear lot lines and off-street parking lots for uses in the Office Corridor. Such landscape strips shall use a combination of landscape materials (i.e. ground covers, shrubs and trees) and shall provide at least one (1) shade tree for each 400 square feet of required landscape strip.
7. Except in the case of joint access drives shared by adjoining lots, a minimum ten (10') foot wide landscape strip shall be provided between the side lot lines for all buildings and off-street parking lots. Such landscape strips shall use a combination of landscape materials (i.e. ground covers, shrubs and trees) and shall provide at least one (1) shade tree for each 400 square feet of required landscape strip.
8. Trees planted within a sidewalk or paved pedestrian oriented space shall be provided with a tree grate and tree guard or within a raised planter with a four (4) inch minimum height to edge of raised planter. Tree grates and tree guards shall not be required for trees planted within a grass strip between the sidewalk and curb or within an area with vegetative ground cover.
9. Deciduous trees shall have a minimum caliper of two and one-half inches (2½"). Evergreen trees shall have a minimum height of six (6) feet. All required landscape strips shall have landscaping materials distributed along the entire length of the applicable lot line (excluding areas of curb cuts).
10. No vegetation shall include any noxious or invasive species as defined herein. Trees and shrubs shall be symmetrical, free of insects, pests, and disease. Trees and shrubs shall be typical of their species and variety; have normal growth habits, well-developed branches, dense foliage, and vigorous and fibrous root systems. They shall have been grown under climatic conditions similar to those in the locality of the project or properly acclimated to conditions of the locality of the project. Applicants shall select a mix of diverse plant materials to protect against a catastrophic loss due to a disease or insect

damage. "Salt tolerant" species shall be selected for locations near streets and access drives.

11. Any tree or shrub which dies within eighteen (18) months of planting shall be replaced. All landscaping and screening treatments shall be properly maintained in accordance with the minimum specifications listed herein and reflected on the required landscape plan, whichever imposes the greater standard. Landscape materials that die or are damaged shall be replaced.
12. Section 2-13.13. of the Design Standards lists the types of vegetation approved for specific uses. Additional types of vegetation may be permitted by the Township.

15. ON & OFF-STREET PARKING REQUIREMENTS

1. Except in the case of hotels and motels and dwelling units, parking shall be provided at a minimum of (i) 1 space for each 200 square feet of gross floor area for uses on ground level floors and (ii) 1 space for each 300 square feet of gross floor area for non-residential uses on floors above ground level floors. Hotels and motels shall provide for 1 space for each unit of occupancy plus 1 space per employee on the largest shift. Two parking spaces shall be provided per dwelling unit. When a computation of required parking spaces results in a fraction of a space, one additional parking space shall be required.
2. For the purposes of calculating parking provided, an on-street parking space may be included when such space sets solely in front of the respective lot. On-street parking spaces that set in front of two lots shall be assigned to that lot which has the greatest lot width along the on-street parking space.
3. Off-street parking spaces shall have a rectangular shape that is a minimum of nine (9) feet wide by a minimum eighteen (18) feet long. Those minimum dimensions are exclusive of all drives, curbs and turning space. Off-street parking spaces shall have an asphalt, concrete or other similar hard surface, and shall be individually marked with paint or striping. On-street parking spaces shall have a minimum width of eight (8) feet and a minimum length of twenty-two (22) feet.
4. If an above grade parking garage is provided then its facade shall complement the architectural style and treatment of buildings within the Eastern Development. If off-street parking is provided through the use of a parking garage, no entrances or exits to such parking garage shall connect directly with Cornwall Road, Rocherty Road or Eastern Street A.

16. LOADING/SERVICE AREA REQUIREMENTS

1. Off-street loading spaces are not required for business and professional office uses; medical, dental, optical and veterinary offices; dwelling units; and day care centers.
2. Retail uses with more than three thousand (3000) square feet of gross floor area shall be provided with one off-street loading space.
3. For the purposes of computing required number of off-street loading spaces for uses in buildings in the Commercial/Office Corridor (excluding buildings that are located along Eastern Street A with frontage along Cornwall Road or are upon any lot that incorporates the Adjoining Eastern Property) uses in buildings that are located on the

same side of a street and share access to the same off-street parking lot may combine their gross floor area and share a loading space provided the location of the shared loading space is within two hundred feet (200') of each use's service entrance and it can be demonstrated that the scheduled delivery of products will not occur at the same time for each use.

4. Off-street loading spaces for uses that (i) are located in buildings in the Commercial/Office Corridor (excluding buildings that are located along Eastern Street A with frontage along Cornwall Road) and (ii) contain no greater than 10,000 square feet of gross floor area may be located upon required off-street parking spaces provided the use of such off-street parking spaces for loading purposes does not interfere with vehicular circulation within the use's parking lot and the applicant demonstrates that the use of such off-street parking spaces for loading purposes will occur only during non-peak use periods. Sections 3-15.3 and 3-15.4 of the Eastern Design Standards may be used together if all requirements can be satisfied by each use, respectively.
5. Off-street loading spaces shall be located along the rear, side or end facades of buildings and shall be screened from adjoining roads and sidewalks.
6. Off-street loading spaces and lanes shall be designed so that there will be no need for service vehicles to back onto designated parking spaces, streets or sidewalks. Furthermore, off-street loading spaces shall not interfere with the use of access drives, sidewalks and streets.
7. All off-street loading spaces and lanes shall be marked and maintained for the purpose of defining all loading spaces. Painted lines, arrows, and dividers shall be provided and maintained to control truck parking and to direct vehicular circulation. At a minimum, the lines of all off-street loading spaces (including directional arrows) shall be in a color typically suitable for such markings and shall be at least four (4) inches in width.
8. Off-street loading spaces (including service lanes) shall be drained to prevent damage to other properties or public streets. Furthermore, all off-street loading spaces shall be designed to prevent the collection of standing water on any portion of the loading facility surface.
9. Off-street loading spaces shall have a rectangular shape with not less than the following dimensions:

Minimum Length	Minimum Width	Height (if covered or obstructed)
33 feet	12 feet	15 feet

17. MISCELLANEOUS.

1. Parking and Storage of Vehicles. Motor vehicles or trailers of any kind without current license plates and/or a valid state inspection sticker shall not be parked or stored other than in completely enclosed buildings.
2. Public Utility Exemption. Accessory support and maintenance structures, and buildings not requiring human occupancy, of public utilities shall be exempt from the Eastern Design Standards. Such structures including fences shall be located no closer than

five (5) feet to any street right-of-way or lot line of any lot that is not included as part of the Eastern Development. Principal public utility structures shall comply in all respects with applicable Eastern Design Standards. In either case, said public utility shall obtain a building permit and zoning permit from the Zoning Officer prior to the start of construction. Said permit application shall include any and all required approvals by other agencies for the use specified.

3. Animals. Customary household pets are permitted, provided that pet numbers and location do not constitute a pet kennel. Novelty pets are permitted, provided that the pets are kept inside a dwelling and do not constitute a health or safety hazard.

ARTICLE 4 – EASTERN DESIGN STANDARDS – RESIDENTIAL AREA

1. The standards set forth in this Article 4 shall apply to the Residential Area of the Eastern Development.
2. **PERMITTED USES** – The following uses and no others are permitted by right in the Residential Area with one or more principal uses and/or buildings being permitted on a single lot:
 1. Public grounds and public utility structures which exclusively serve uses subject of the Design Standards.
 2. Single family attached dwellings and townhouses, up to a maximum of 162 total dwelling units.
 3. Public parks. Private parks, playgrounds, swimming pools and one community center, which may be limited to use by residents of the Eastern Development.
 4. Accessory uses customarily incidental to the above permitted uses, including but not limited to no-impact home-based businesses as defined under Section 107 of the Pennsylvania Municipalities Planning Code, 53 P.S. § 10107 et seq..
3. **BUILDING ORIENTATION AND LOCATION**
 1. All townhouse buildings shall have a minimum of seventy percent (70%) of their front façades located within four (4') to ten feet (10') of the street right-of-way. Such setback shall be measured between the street right-of-way and the closest point of the building including covered porches, but excluding uncovered steps. This requirement shall not apply to townhouses that are located within townhouse buildings that adjoin the radii of curved streets where greater setbacks are used.
 2. For each townhouse building containing more than four (4) units, no more than sixty-seven percent (67%) of the units in such building shall have the same front yard setback; the minimum variation of setback shall be two feet (2') for every two dwelling units.
 3. End units of townhouse buildings, and their garages and driveways, shall maintain a minimum twenty-foot (20') setback between such end units, regardless of their respective orientation (except that a maximum of three locations shall be permitted to have a minimum fifteen-foot (15') setback between end units of townhouse buildings. End units of townhouse buildings on the corner of an intersection of streets and/or alleys shall provide a minimum four (4') foot setback from the closest adjoining street and/or alley right-of-way.
 4. All townhouses shall provide for a minimum thirty (30) foot setback between the closest wall of a garage and the closest edge of the cartway of a driveway from the right-of-way of adjoining streets and alleys with which the garage or driveway does not directly connect (corner setbacks). By way of example, such 30-foot setback requirement is intended to apply, and shall apply, only to the areas that are highlighted in blue on the conceptual layout plan for the Residential Area that is attached and incorporated as Appendix B. Such 30-foot setback is not intended to apply, and shall not apply, to the areas that are highlighted in green on Appendix D.

5. All townhouses shall provide for a minimum twenty (20) foot setback between the townhouse building or garage and an adjoining alley right-of-way. Townhouse garages and driveways are permitted only within the rear yard (or side yard for corner lots) and shall connect with an alley.
6. No townhouse building shall contain more than six (6) dwelling units.
7. Projections into Required Yards or Setbacks.
 - A. Patios, paved terraces, decks, or open, unroofed porches shall be permitted in all required yards or setbacks (if any apply), provided that such structures do not extend closer than four (4) feet to any lot line.
 - B. Projecting architectural features, such as bay windows, cornices, eaves, fireplaces, chimneys, window sills, or other architectural features, shall be permitted in all required yards or setbacks (if any apply), provided they do not extend closer than four (4) feet to any lot line.
 - C. Landings, and decks which are unroofed shall be permitted in all required yards or setbacks (if any apply), provided that they do not extend closer than four (4) feet to any lot line.
 - D. Open balconies shall be permitted in all required yards or setbacks (if any apply), provided that such balconies are not supported on the ground and do not extend closer than four (4) feet to any lot line.
 - E. Uncovered stairs shall be permitted with no required setback.

4. BUILDING HEIGHT REQUIREMENTS

1. No townhouse shall exceed a maximum permitted height of thirty-five (35) feet.
2. No detached garage shall exceed a maximum permitted height of eighteen (18') feet provided that any floor area above grade shall be non-habitable.
3. Other permitted buildings shall not exceed a maximum permitted height of thirty-five (35) feet or two (2) stories, whichever is less.

5. ARCHITECTURAL AND AESTHETIC REQUIREMENTS

1. In the design of the Residential Area of the Eastern Development special emphasis must be placed upon architectural treatments and aesthetics, including integrated architectural treatments, landscaping, lighting, signage, streetscape amenities and pedestrian features to promote a cohesive and aesthetic appearance. The elevation and facade of each building and structure, individually, and the development as a whole, collectively, will incorporate architectural elements that reflect south central Pennsylvania architecture. Such elements may include, but are not limited to, facade designs, wall materials, roof design and materials, window and cornice design and details, lighting fixture details and door designs and details. Such elements shall distinctively accent the architecture so as to provide a connection to south central Pennsylvania. All building designs will be by a registered architect licensed in the Commonwealth of Pennsylvania. The applicant is required to submit written evidence prepared by an architect registered within the

Commonwealth of Pennsylvania of proposed architectural styles, details, palettes, cut-sheets and samples for Township approval.

2. Front facades of a building shall contribute to the architectural and aesthetic characteristics of the proposed development. Design considerations shall include the following:
 - A. The architectural style of structures shall be designed to incorporate façade ornamentation, building offsets, window treatments, variations in roof lines, entry treatments or other architectural treatments.
 - B. Front façades of each building shall be composed of two or more exterior building materials which shall be selected and combined to enhance the aesthetic appeal, visual interest, and identities of each dwelling unit. Exterior building materials may include wood, brick, stone, glass, stucco, vinyl siding, composite siding or other similar materials. Aluminum siding and concrete masonry are prohibited. Notwithstanding the foregoing, no more than 25% of the front façade of any townhouse building may include vinyl siding.
 - C. Building material colors for facades shall be colors selected from the color palette (as defined herein). Other colors may be permitted by majority vote of the Board. Facades may be accented by earth tone or non-earth tone colors.
3. Every story of each dwelling unit shall have at least one (1) window on each exterior façade of the building. Accordingly, interior units must have windows on each story of their front and rear facades, while end units must have windows on each story of their front, rear and end facades.
4. Garages shall incorporate architectural features that relate and suggest the respective identity of its townhouse unit.
5. All utilities shall be installed underground. Any above ground facilities shall be completely screened from view utilizing fencing and plant materials. All utility meters and satellite dishes shall be screened from public view. Municipal sanitary sewage disposal and municipal water supply shall be utilized for the Residential Area. All costs associated with utility installation shall be borne by the owner.

6. COVERAGE REQUIREMENTS

1. Each townhouse unit shall provide for a minimum of one hundred-fifty square feet of pervious open space with vegetative ground cover that is adjacent to the townhouse unit.
2. A maximum lot coverage of 75% shall be based upon the entire Residential Area of the Eastern Development.

7. VEHICULAR ACCESS REQUIREMENTS

1. Vehicular access to the Residential shall be limited to three (3) two-way streets that intersect with Eastern Street C.
2. A maximum of two (2) townhouse buildings (with a maximum of six (6) townhouse dwelling units each) may have direct frontage onto Eastern Street A; however,

vehicular access shall be limited to an alley that connects with internal streets or alleys within the Residential Area.

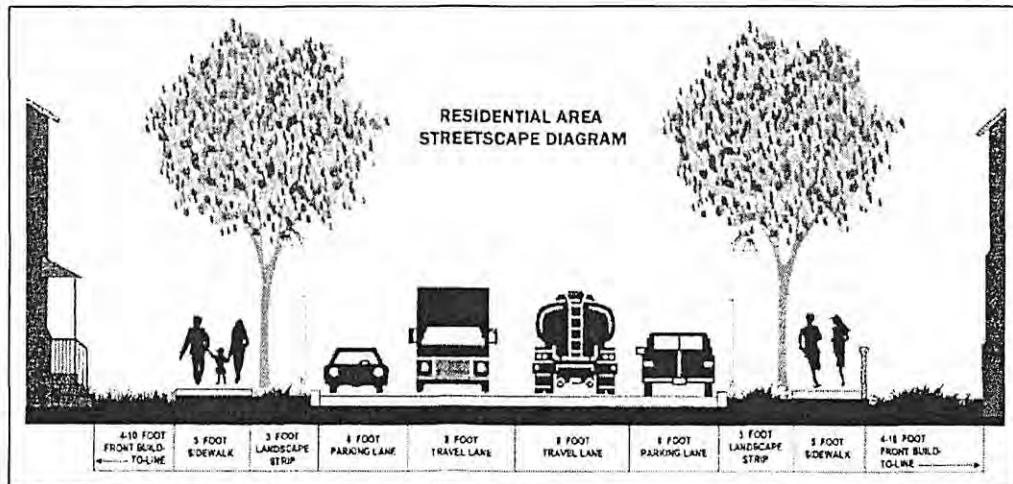
3. In addition to the internal streetscape, this Residential Area shall rely upon a system of private alleys that will offer vehicular access to the rear of each dwelling unit for the purposes of off-street parking and waste collection. No other vehicular access shall be provided to each dwelling unit except from one of these alleys.
4. Alleys shall only intersect with the internal street system or other alleys.

8. **STREETSCAPE REQUIREMENTS**

1. Design standards for the internal streetscape are as follows:

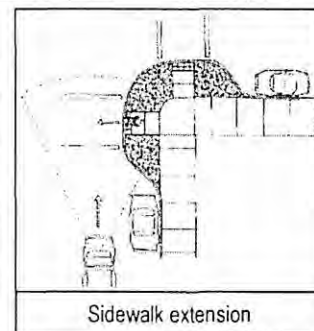
Minimum Required Width of Cartway for two travel lanes.	Minimum Required Width of Two Parking Lanes	Minimum Required Width of Each Sidewalk/Planting Strip	Required Curb Return Radius	Minimum Required Street Centerline Turning Radius	Minimum Width of Right-of-Way
16 ft.	16 ft.	5/3 ft.	15 ft.	80 ft.	48 ft.

2. Streets (excluding Eastern Street C) shall have two-way vehicle travel lanes, two on-street parking lanes and two sidewalks with landscape strips.
3. The use of cul-de-sac streets is forbidden, unless accompanied by plans of future

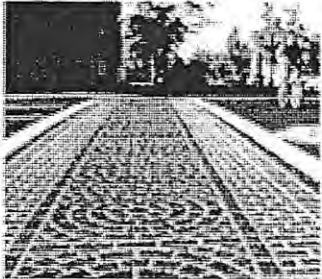


adjacent street connections;

4. All street-side sidewalks shall be a minimum of five (5') wide. Street-side sidewalks shall be clear of all pedestrian obstructions. Sidewalks are not required along alleys.
5. Sidewalks shall be fitted with designated crosswalks at all intersections of streets with streets and streets with alleys. Crosswalks that are located at intersections of streets with



on-street parking lanes shall be fitted with curbed sidewalk extensions that extend eight feet (8') on each side towards the other.

6. Crosswalks shall be a minimum six (6) feet in width and shall be painted or constructed of brick, cobblestone, concrete pavers, stamped concrete, stamped asphalt, imprinted asphalt or imprinted hot thermoplastic markings with an appropriate edge material to define the crosswalk. Accommodations shall be required to promote barrier-free access such as at-grade crossings or handicapped ramps.
- 
7. Street-side sidewalks may provide for pedestrian oriented spaces as gathering places with fountains, playlots, sculptures, outdoor entertainment venues, pavilions, plazas, flower gardens, promenades, courtyards, kiosks or other similar features.
 8. Street-side sidewalks shall be planted with a minimum of one (1) shade tree with a minimum caliper of two and one-half inches (2 1/2") measured six (6) inches above the root ball for every forty (40) lineal feet on center. Shade trees shall be provided with a tree grate and tree guard or within a raised planter with a four (4) inch minimum height to edge of raised planter. Tree grates and tree guards shall not be required for trees planted within a grass strip between the sidewalk and curb or within an area with vegetative ground cover.
 9. Alleys shall provide for a minimum cartway width of sixteen feet (16') and on-alley parking shall be prohibited by signage. All adjoining structures (buildings, garages, sheds, fences, or other obstructions) shall maintain a minimum twenty foot (20') wide setback from the edge of the alley cartway.

9. REQUIRED NEIGHBORHOOD PARK, COMMUNITY CENTER & SWIMMING POOL

1. The Developer must provide for an improved direct connection with the Rail Trail in accordance with the requirements of Section 3-11 of the Eastern Design Standards. This shall include an off-street parking lot, rest room access a rest area and a picnic area, all of which shall be available to the general public.
2. The Developer must provide for one (1) outdoor in-ground swimming pool which, at a minimum, is accessible by the residents of the adjoining townhouse development.
3. The Developer must provide for a community center building, which may be restricted to use by the residents of the Eastern Development.
4. The Developer must provide for public rest rooms that are provided with exterior entrances, are accessible by the general public and are oriented to users of the Rail Trail. Such rest rooms can be part of the community center building, provided that their exterior entrances remain open to the general public between official sunrise and official sunset.
5. The Developer must also propose a suitable means for ownership and maintenance of the above uses in a manner acceptable to the Developer and Township Solicitor.

10. SIGNAGE

1. Street and alley name signs shall be designed for uniformity throughout the Residential Area and shall complement the aesthetics and ambiance of the streetscape.
2. Traffic control signage such as stop signs and yield signs, amongst others, shall be generally accepted universal signage in accordance with PennDOT requirements and the MUTCD.
3. One (1) name plate and one (1) house sign for each dwelling unit or home occupation, provided it does not exceed two (2) square feet and it identifies only name and title of occupant. It shall not extend beyond a vertical plane two (2) feet inside the lot from the street right-of-way. If lighted, it will illuminate without objectionable glare. No displays or change in facade shall indicate from the exterior that the building is being used in whole or in part for any purpose other than that of a dwelling.
4. One (1) real estate sign, provided it is unlighted and does not extend into the street right-of-way, does not exceed ten (10) square feet in area and pertains either to the lease, rental, or sale of the premises on which it is maintained.
5. One (1) public use, park, playground, community center, swimming pool or other institutional sign per use, provided it does not exceed sixteen (16) square feet in area and shall not extend beyond a vertical plane two (2) feet inside the lot from the street right-of-way line (and is not closer to a right-of-way than one-half the depth of the existing front yard). If lighted, it will be illuminated without objectionable glare.
6. Signs up to two (2) feet square in area on each side, which are necessary for the identification, protection, and operation of public utility facilities.
7. One (1) signs for each side of the street of a residential development entrance either free standing and which shall not be beyond a vertical plane of two (2) feet inside the lot from the street right-of-way, or a wall sign, not to exceed a height of ten (10) feet, or a total maximum area of twenty-four (24) square feet; and, an additional one (1) sign of the same type, size and height for each residential section of a development, provided such section consists of ten (10) units or more.

11. LIGHTING

1. Street-side sidewalks shall be fitted with decorative lighting fixtures that are located no more than 100 feet on center from one another and shall not exceed a maximum permitted height of twelve (12) feet. Light fixtures associated with the parking areas for the neighborhood park, swimming pool and community center shall not exceed a maximum permitted height of eighteen feet (18').
2. Outdoor lighting shall be provided in accordance with Section 2-12.6. of the Western Design Standards.
3. No light source or combination thereof which casts light on an adjoining public street shall exceed a meter reading of one (1) footcandle as measured from the centerline of said street nor shall any light source or combination thereof which casts light on adjacent residential property that is not a part of the Eastern Development, exceed one-tenth (0.1) footcandle as measured on such adjacent non-residential property that is not a part of the Eastern Development. For purposes of this provision, the footcandle level of a light source shall be taken after dark with the light meter held 6

inches above the ground with the meter facing the light source. A reading shall be taken with the light source on, then with the light source off. The difference between the two readings will be identified as the illumination intensity. Proper mounting height, shielding, setback and aiming rather than vegetative screening shall be used to serve as the primary means of controlling light trespass.

4. Except for security lighting as follows, outdoor lighting which serves uses that do not operate after dark must be turned off one hour after closing. Exterior lighting of a building and/or grounds for security surveillance purposes is permitted. Such lighting shall be arranged, and of sufficient illumination, to enable the detection of suspicious movement, rather than the recognition of definitive detail. For security lighting of grounds and parking lots, the level of illumination shall not exceed a maximum average illumination of twenty-five percent (25%) that level required in Section 2-12.6. of the Western Design Standards. Security lighting for buildings/structures shall be directed toward the face of the building/structure, rather than the area around it.

12. LANDSCAPING & SCREENING REQUIREMENTS

1. The off-street parking lot associated with the neighborhood park shall include a minimum twenty-five foot (25') foot wide landscape strip along its street frontage as measured from the street right-of-way line. Such area shall use of a combination of landscape materials (i.e. ground covers, shrubs and trees) and shall provide at least one (1) shade tree for each 1000 square feet of required landscape strip.
2. Trees planted within a street-side sidewalk shall be provided with a tree grate and tree guard or within a raised planter with a four (4) inch minimum height to edge of raised planter. Tree grates and tree guards shall not be required for trees planted within a grass strip between the sidewalk and curb or within an area with vegetative ground cover.
3. Deciduous trees shall have a minimum caliper of two and one-half inches (2½") measured six inches (6") above the root ball. Evergreen trees shall have a minimum height of six (6) feet. All required landscape strips shall have landscaping materials distributed along the entire length of the applicable lot line (excluding areas of curb cuts).
4. No vegetation shall include any noxious or invasive species as defined herein. Trees and shrubs shall be symmetrical, free of insects, pests, and disease. Trees and shrubs shall be typical of their species and variety; have normal growth habits, well-developed branches, dense foliage, and vigorous and fibrous root systems. They shall have been grown under climatic conditions similar to those in the locality of the project or properly acclimated to conditions of the locality of the project. Applicants shall select a mix of diverse plant materials to protect against a catastrophic loss due to a disease or insect damage. "Salt tolerant" species shall be selected for locations near streets and access drives.
5. Any tree or shrub which dies within eighteen (18) months of planting shall be replaced. All landscaping and screening treatments shall be properly maintained in accordance with the minimum specifications listed herein and reflected on the required landscape plan, whichever imposes the greater standard. Landscape materials that die or are damaged shall be replaced.

6. Section 2-13.13. of the Western Design Standards lists the types of vegetation approved for specific uses. Additional types of vegetation may be permitted by the Township.

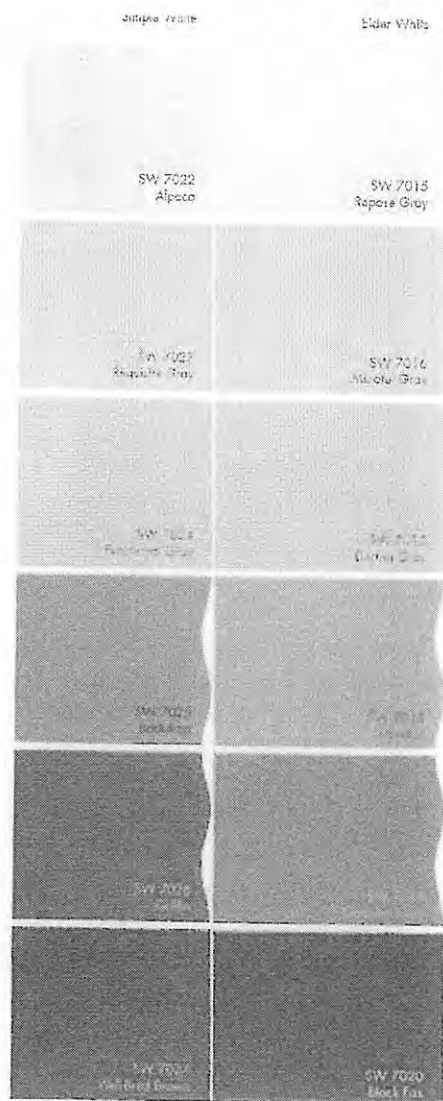
13. ON & OFF-STREET PARKING REQUIREMENTS

1. Each townhouse shall provide for two (2) off-street parking spaces, at least one of which must be within a garage. All off-street parking spaces shall be located within the rear yard (or side yard for corner lots) and shall only accessible via a private alley.
2. Off-street parking spaces shall have a minimum width of nine (9) feet and a minimum length of eighteen (18) feet. Those minimum dimensions are exclusive of all drives, curbs and turning space. Off-street parking spaces shall have an asphalt, concrete or other similar hard surface. On-street parking spaces shall have a minimum width of eight (8) feet and a minimum length of twenty-two (22) feet.
3. On-alley parking shall be prohibited and the Developer must post signs to notify motorists of such restrictions.

14. MISCELLANEOUS.

1. Parking and Storage of Vehicles. Motor vehicles or trailers of any kind without current license plates and/or a valid state inspection sticker shall not be parked or stored other than in completely enclosed buildings.
2. Public Utility Exemption. Accessory support and maintenance structures, and buildings not requiring human occupancy, of public utilities shall be exempt from the Eastern Design Standards. Such structures including fences shall be located no closer than five (5) feet to any street right-of-way or lot line of any lot that is not included as part of the Eastern Development. Principal public utility structures shall comply in all respects with applicable Eastern Design Standards. In either case, said public utility shall obtain a building permit and zoning permit from the Zoning Officer prior to the start of construction. Said permit application shall include any and all required approvals by other agencies for the use specified.
3. Dangerous Structures. Upon notification and request by the Zoning Officer, any building or structure which has deteriorated to the state where it is dangerous and/or unsafe for human occupancy, constitutes a fire hazard, endangers surrounding buildings, shelters rats or vermin, or endangers the safety of children playing thereabouts, shall be repaired, altered or removed to eliminate the dangerous conditions. Such improvements shall commence within thirty (30) days of written notice from the Zoning Officer and be completed within ninety (90) days of written notice from the Zoning Officer.
4. Animals. Customary household pets are permitted, provided that pet numbers and location do not constitute a pet kennel. Novelty pets are permitted, provided that the pets are kept inside a dwelling and do not constitute a health or safety hazard.

APPENDIX A



SW 7009
Pearly White

SW 7010
White Duck

SW 7011
Natural Choice

SW 7012
Creamy

SW 7013
Ivory Lane

SW 7019
Antique White

SW 7020
Black Fox

SW 7001
Marshmallow

SW 7002
Downy

SW 7003
Toque White

SW 7004
Snowbound

SW 7005
Pure White

SW 7006
Extra White

SW 7007
Celling Bright White

F1

F2

F3

F4

All primers are FLAT Finish

Incredible White

Asheville White

SW 7029
Agreeable Gray

SW 7035
Available Salpe

SW 7036
Aqua Gray

SW 7037
Barnyard Blue

SW 7038
Candy Apple

SW 7039
Candy Apple

SW 7040
Vivid Blue

SW 7041
Vivid Blue

SW 7042
Vivid Blue

SW 7043
Vivid Blue

SW 6008	Individual White	SW 6008	Imagined	SW 6010	Timble Gray	SW 6011	Timble Gray	SW 6012	Timble Gray	SW 6013	Timble Gray
SW 6001	Grayish	SW 6002	Essential Gray	SW 6003	Trapped Gray	SW 6004	Black	SW 6005	Black	SW 6006	Black
SW 7078	Lightest White	SW 7079	White	SW 7080	Cloud Gray	SW 7081	Medium Gray	SW 7082	Medium Gray	SW 7083	Medium Gray
SW 7071	Gray Green	SW 7072	Online	SW 7073	Medium Gray	SW 7074	Medium Gray	SW 7075	Medium Gray	SW 7076	Medium Gray
SW 7064	Pastel White	SW 7065	Light	SW 7066	Light Gray	SW 7067	Light Gray	SW 7068	Light Gray	SW 7069	Light Gray
SW 7057	Silver Shaded	SW 7058	Light Gray	SW 7059	Light Gray	SW 7060	Light Gray	SW 7061	Light Gray	SW 7062	Light Gray
SW 7050	Light Gray	SW 7051	Light Gray	SW 7052	Light Gray	SW 7053	Light Gray	SW 7054	Light Gray	SW 7055	Light Gray
SW 7043	Light Gray	SW 7044	Light Gray	SW 7045	Light Gray	SW 7046	Light Gray	SW 7047	Light Gray	SW 7048	Light Gray
SW 7036	Light Gray	SW 7037	Light Gray	SW 7038	Light Gray	SW 7039	Light Gray	SW 7040	Light Gray	SW 7041	Light Gray
SW 7029	Light Gray	SW 7030	Light Gray	SW 7031	Light Gray	SW 7032	Light Gray	SW 7033	Light Gray	SW 7034	Light Gray
SW 7022	Light Gray	SW 7023	Light Gray	SW 7024	Light Gray	SW 7025	Light Gray	SW 7026	Light Gray	SW 7027	Light Gray
SW 7015	Light Gray	SW 7016	Light Gray	SW 7017	Light Gray	SW 7018	Light Gray	SW 7019	Light Gray	SW 7020	Light Gray
SW 7008	Light Gray	SW 7009	Light Gray	SW 7010	Light Gray	SW 7011	Light Gray	SW 7012	Light Gray	SW 7013	Light Gray
SW 7001	Light Gray	SW 7002	Light Gray	SW 7003	Light Gray	SW 7004	Light Gray	SW 7005	Light Gray	SW 7006	Light Gray
SW 6994	Light Gray	SW 6995	Light Gray	SW 6996	Light Gray	SW 6997	Light Gray	SW 6998	Light Gray	SW 6999	Light Gray

Quartz White

Ecstasy White

Leveled Pearl

Silky White

Dusk White

Chrysanthemum White

White Pearl

Pure White

SW 6015
Vaguely Mauve

SW 6022
Breathless

SW 6029
White Truffle

SW 6034
Whisper

SW 6043
Unfussy Beige

SW 6050
Whispering

SW 6057
Malted Milk

SW 6064
Reference

SW 6016
Chalky Mauve

SW 6021
Whispering Mauve

SW 6032
Amiable Ivory

SW 6035
Whispering Mauve

SW 6044
Dusk

SW 6052
Whispering Mauve

SW 6059
Whispering Mauve

SW 6065
Solid Mauve

SW 6017
Mauve

SW 6023
Whispering Mauve

SW 6033
Mauve

SW 6037
Solid Mauve

SW 6045
Whispering Mauve

SW 6053
Whispering Mauve

SW 6060
Whispering Mauve

SW 6066
Solid Mauve

SW 6018
Mauve

SW 6024
Whispering Mauve

SW 6034
Dark Mauve

SW 6038
Solid Mauve

SW 6046
Solid Mauve

SW 6054
Solid Mauve

SW 6061
Solid Mauve

SW 6067
Solid Mauve

SW 6019
Solid Mauve

SW 6025
Solid Mauve

SW 6035
Solid Mauve

SW 6039
Solid Mauve

SW 6047
Solid Mauve

SW 6055
Solid Mauve

SW 6062
Solid Mauve

SW 6068
Solid Mauve

SW 6020
Mauve

SW 6026
Solid Mauve

SW 6036
Solid Mauve

SW 6040
Solid Mauve

SW 6048
Solid Mauve

SW 6056
Solid Mauve

SW 6063
Solid Mauve

SW 6069
Solid Mauve

[illegible]

Clouds White	Alaska	Moderate White	Clouds White	Nazca	Nonchalant White	Moderate White	Sagey
SW 6127 Ivory	SW 6134 Nantuxa	SW 6141 Solar Tan	SW 6148 Wool Skin	SW 6155 Rice Grain	SW 6152 Ancient Marble	SW 6169 Sedate Gray	SW 6176 Unstable Green
SW 6128 Blends	SW 6153 Bora	SW 6142 Mistadeno	SW 6149 Relaxed Clay	SW 6156 Ramp	SW 6162 Grassland	SW 6175 Telling Gray	SW 6177 Cultural Gray
SW 6129 Rejuvenated Gold	SW 6150 Machado Tan	SW 6147 Recluse Light	SW 6151 Crimson Light	SW 6157 Favorable Tan	SW 6164 Svelte Sage	SW 6171 Tawny Tan	SW 6178 Tarn Sage
SW 6130 Machado Green	SW 6157 Boring	SW 6144 Desire Tan	SW 6153 Favorable Tan	SW 6154 Boring	SW 6165 Corrected Gray	SW 6172 Machado	SW 6179 Avalanche
SW 6131 Crimson	SW 6158 Boring	SW 6145 Desire Tan	SW 6154 Favorable Tan	SW 6159 Favorable Tan	SW 6166 Corrected Gray	SW 6173 Machado	SW 6180 Avalanche
SW 6132 Crimson	SW 6159 Boring	SW 6146 Desire Tan	SW 6155 Favorable Tan	SW 6160 Favorable Tan	SW 6167 Corrected Gray	SW 6174 Machado	SW 6181 Avalanche

Concrete White

Cooling

Mostly White

Light White

Window Pane

Light Blue

Mountain Air

Rock Candy

SW 6182
Concrete Gray

SW 6190
Pile Green

SW 6197
Steel Gray

SW 6200
Red Dirt

SW 6211
Rainwashed

SW 6218
Tradewind

SW 6225
Sleepy Blue

SW 6232
Misty

SW 6183
Concrete Gray

SW 6191
Pile Green

SW 6198
Steel Gray

SW 6201
Red Dirt

SW 6212
Rainwashed

SW 6219
Tradewind

SW 6226
Sleepy Blue

SW 6233
Misty

SW 6184
Concrete Gray

SW 6192
Pile Green

SW 6199
Steel Gray

SW 6202
Red Dirt

SW 6213
Rainwashed

SW 6220
Tradewind

SW 6227
Sleepy Blue

SW 6234
Misty

SW 6185
Concrete Gray

SW 6193
Pile Green

SW 6200
Steel Gray

SW 6203
Red Dirt

SW 6214
Rainwashed

SW 6221
Tradewind

SW 6228
Sleepy Blue

SW 6235
Misty

SW 6186
Concrete Gray

SW 6194
Pile Green

SW 6201
Steel Gray

SW 6204
Red Dirt

SW 6215
Rainwashed

SW 6222
Tradewind

SW 6229
Sleepy Blue

SW 6236
Misty

SW 6187
Concrete Gray

SW 6195
Pile Green

SW 6202
Steel Gray

SW 6205
Red Dirt

SW 6216
Rainwashed

SW 6223
Tradewind

SW 6230
Sleepy Blue

SW 6237
Misty

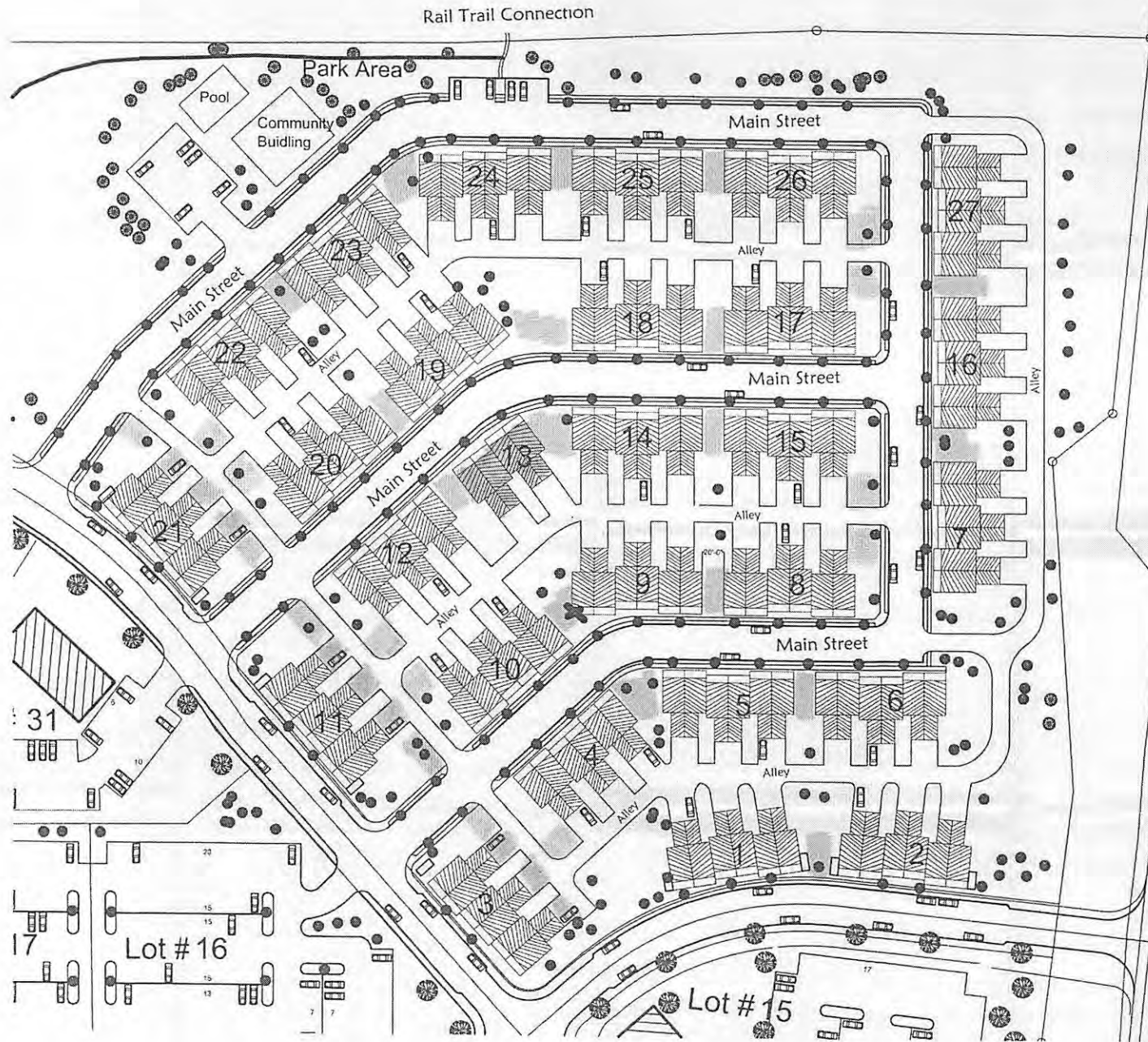
Color	Color Name	Color Code	Color Sample
Black	Black	SW 6246	Black
Dark Gray	Dark Gray	SW 6247	Dark Gray
Medium Gray	Medium Gray	SW 6248	Medium Gray
Light Gray	Light Gray	SW 6249	Light Gray
White	White	SW 6250	White
Dark Gray	Dark Gray	SW 6251	Dark Gray
Medium Gray	Medium Gray	SW 6252	Medium Gray
Light Gray	Light Gray	SW 6253	Light Gray
White	White	SW 6254	White
Dark Gray	Dark Gray	SW 6255	Dark Gray
Medium Gray	Medium Gray	SW 6256	Medium Gray
Light Gray	Light Gray	SW 6257	Light Gray
White	White	SW 6258	White
Dark Gray	Dark Gray	SW 6259	Dark Gray
Medium Gray	Medium Gray	SW 6260	Medium Gray
Light Gray	Light Gray	SW 6261	Light Gray
White	White	SW 6262	White

[illegible]

Grassland White	Opaline	Frosty White	Sea Air White	Window Pane	Ice Sail	Mountain Air	Rock Ledge
SW 6183 Grassland White	SW 6190 Opaline	SW 6197 Frosty White	SW 6204 Sea Air White	SW 6211 Window Pane	SW 6218 Ice Sail	SW 6225 Mountain Air	SW 6232 Rock Ledge
SW 6184 Grassland White	SW 6191 Opaline	SW 6198 Frosty White	SW 6205 Sea Air White	SW 6212 Window Pane	SW 6219 Ice Sail	SW 6226 Mountain Air	SW 6233 Rock Ledge
SW 6185 Grassland White	SW 6192 Opaline	SW 6199 Frosty White	SW 6206 Sea Air White	SW 6213 Window Pane	SW 6220 Ice Sail	SW 6227 Mountain Air	SW 6234 Rock Ledge
SW 6186 Grassland White	SW 6193 Opaline	SW 6200 Frosty White	SW 6207 Sea Air White	SW 6214 Window Pane	SW 6221 Ice Sail	SW 6228 Mountain Air	SW 6235 Rock Ledge
SW 6187 Grassland White	SW 6194 Opaline	SW 6201 Frosty White	SW 6208 Sea Air White	SW 6215 Window Pane	SW 6222 Ice Sail	SW 6229 Mountain Air	SW 6236 Rock Ledge
SW 6188 Grassland White	SW 6195 Opaline	SW 6202 Frosty White	SW 6209 Sea Air White	SW 6216 Window Pane	SW 6223 Ice Sail	SW 6230 Mountain Air	SW 6237 Rock Ledge

Upfront	Iceberg	Swiss Coffee	Green Anna's Loco	Novelty White	Ice Cube	White Dove	Special White
SW 6428 Honeydew	SW 6339 Opulent	SW 6246 North Star	SW 6421 Celery	SW 6274 Destiny	SW 6253 Olympus White	SW 6316 Rosy Outlook	SW 6260 Unique Gray
SW 6429 Bright Green		SW 6247 Myriad	SW 6422 Shagreen	SW 6275 Foghorn Gray	SW 6254 Loxy Gray		
SW 6430 Vibrant Green		SW 6248 Zen	SW 6423 Reverent	SW 6276 Mist Gray	SW 6255 Soothing Fog		
SW 6431 Midway	SW 6271 Mystic Blue	SW 6249 Sage Green	SW 6424 Tender Green	SW 6277 Rustic Gray	SW 6256 Serious Gray		
SW 6432 Dusky Green	SW 6272 Dusk	SW 6250 Sage Green	SW 6425 Mystic Gray	SW 6278 Rustic Gray	SW 6257 Dusk		
SW 6433 Midnight	SW 6273 Naval	SW 6251 Midnight	SW 6426 Midnight	SW 6279 Midnight	SW 6258 Midnight		
SW 6434 Midnight	SW 6274 Midnight	SW 6252 Midnight	SW 6427 Midnight	SW 6280 Midnight	SW 6259 Midnight		

[illegible]



APPENDIX B

■ = 20' or more between Bldgs

■ = 30' or more street R/W to a driveway

■ = 4 unit Bldg.

■ = 30' Requirement does not apply to those driveways

12/10/09.

Springwood.

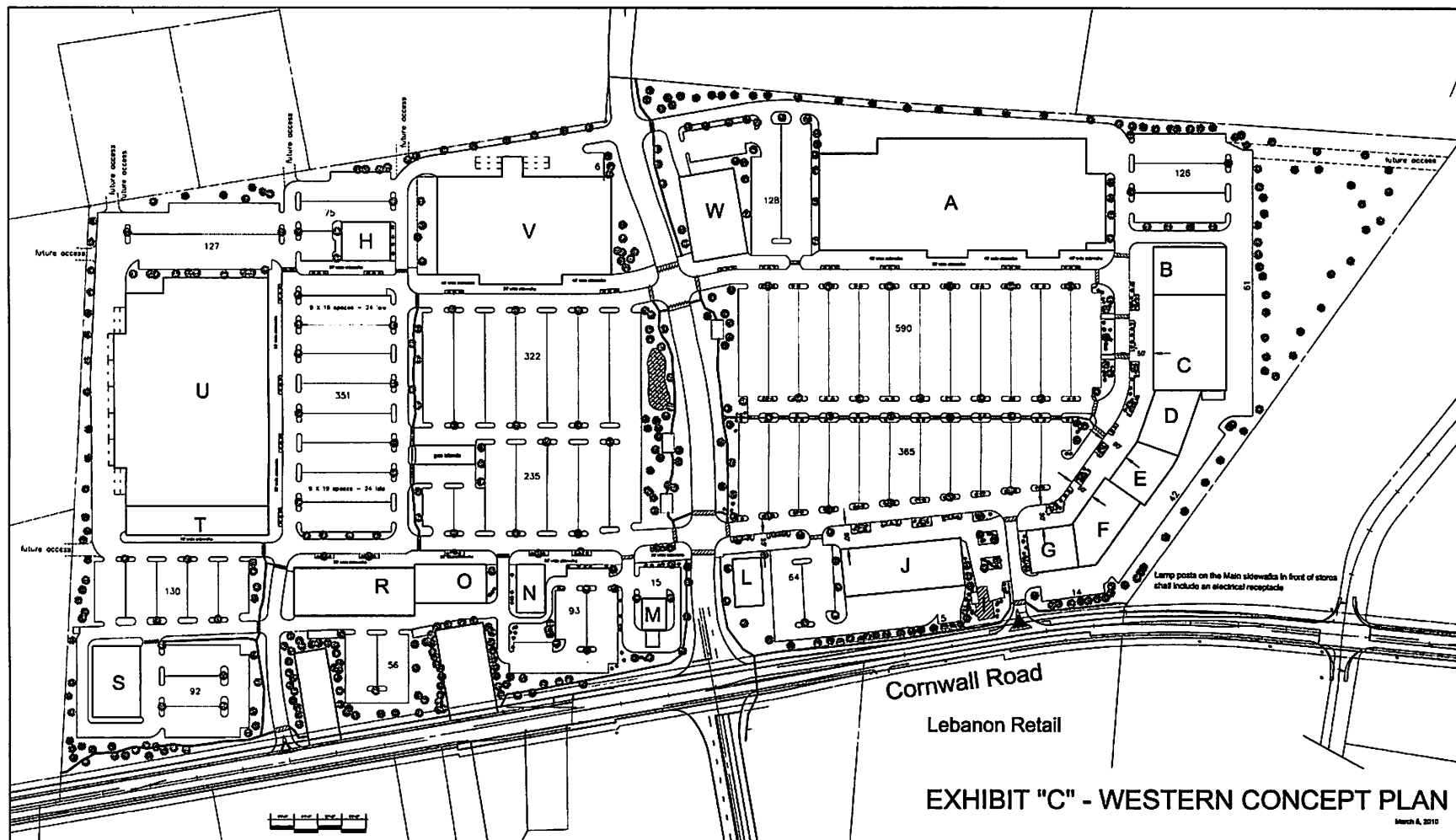


Exhibit "E"

SPRINGWOOD DEVELOPMENT PARTNERS, L.P. Plaintiff v. BOARD OF SUPERVISORS OF NORTH CORNWALL TOWNSHIP Defendant	IN THE COURT OF COMMON PLEAS OF LEBANON COUNTY NO. 2008-01316 CIVIL ACTION
--	---

JOINT MOTION FOR ENTRY OF CONSENT DECREE

Plaintiff Springwood Development Partners, L.P. ("Springwood") and Defendant Board of Supervisors of North Cornwall Township (the "Township") jointly move for entry of a consent decree in the form attached hereto. In support of this Joint Motion, Springwood and the Township state as follows:

1. On June 19, 2008, Springwood filed its Complaint in this action, seeking a judgment in mandamus. On June 19, 2008, Springwood also filed a motion for peremptory judgment.
2. By order dated July 29, 2008, this Court granted in part Springwood's Motion for Peremptory Judgment.
3. The Township appealed this Court's order to the Commonwealth Court. By order dated March 6, 2009, proceedings in the Commonwealth Court have been stayed to facilitate the parties' settlement discussions and resolution of this matter.
4. This action is one of several lawsuits pending between Springwood and the Township and/or Michael "Kip" Kelly. The other pending cases have been docketed in this Court to docket numbers 2008-00403 and 2007-00912.

5. Springwood and the Township have entered into a written agreement to resolve the disputes between them, including this action.

6. Springwood and the Township desire to have the terms of their written settlement agreement approved and entered as a Consent Decree by this Court. A copy of the written settlement agreement is attached hereto as an exhibit to the proposed form of Consent Decree.

7. Upon the entry of this Consent Decree, the parties will proceed in accordance with the terms of the written settlement agreement to discontinue all other pending actions.

WHEREFORE, Springwood and the Township respectfully request that the Court enter a Consent Decree in the form attached hereto.

By: _____

Marc B. Kaplin (ID No. 04465)
George W. Broseman (ID No. 62649)
**KAPLIN STEWART MELOFF
REITER & STEIN**
910 Harvest Drive
Blue Bell, PA 19422
(610) 260-6000

Helen L. Gemmill (I.D. No. 60661)
Charles M. Courtney (I.D. No. 77045)
MCNEES WALLACE & NURICK LLC
100 Pine Street, P.O. Box 1166
Harrisburg, PA 17108-1166
(717) 232-8000

Attorneys for Plaintiff Springwood
Development Partners

Dated: _____

By: _____

Barry W. Sawtelle (ID No. 42936)
James M. Lillis (ID No. 36661)
KOZLOFF STOUT
2640 Westview Drive
P.O. Box 6286
Wyomissing, PA 19610
(610) 670-2552

Attorneys for Board of Supervisors
of North Cornwall Township

SPRINGWOOD DEVELOPMENT PARTNERS, L.P. Plaintiff v. BOARD OF SUPERVISORS OF NORTH CORNWALL TOWNSHIP, MICHAEL "KIP" KELLY, MARY JANE SMITH, V. RITA GOE, CAROLYN TOBIAS, WALTER HOUTZ AND FRANCIS ARNOLD Defendants	IN THE COURT OF COMMON PLEAS OF LEBANON COUNTY NO. 2008-01316 CIVIL ACTION
---	---

CONSENT DECREE

AND NOW, this ____ day of _____, 2010, upon consideration of the Joint Motion For Entry of Consent Decree filed by Plaintiff Springwood Development Partners, L.P. and Defendant Board of Supervisors of North Cornwall Township, it is hereby ORDERED and DECREED as follows:

1. The Settlement Agreement attached hereto is hereby approved an order of Court.
2. The preliminary injunction entered on March 7, 2008 in docket number 2008-00403 shall be dissolved upon the discontinuance of Civil Action 2008-00403.
3. Upon the discontinuance of Civil Action 2008-00403, the Prothonotary shall release to Springwood Development Partners, L.P. the security posted by Springwood Development Partners, L.P. in connection with the entry of the preliminary injunction at docket number 2008-00403.
4. Upon discontinuance or dismissal of the appeal pending in the Commonwealth Court, this action is hereby DISMISSED.
5. This Court retains jurisdiction to enforce the terms of this Order.

BY THE COURT:

JOHN C. TYLWALK, P.J.

CERTIFICATE OF SERVICE

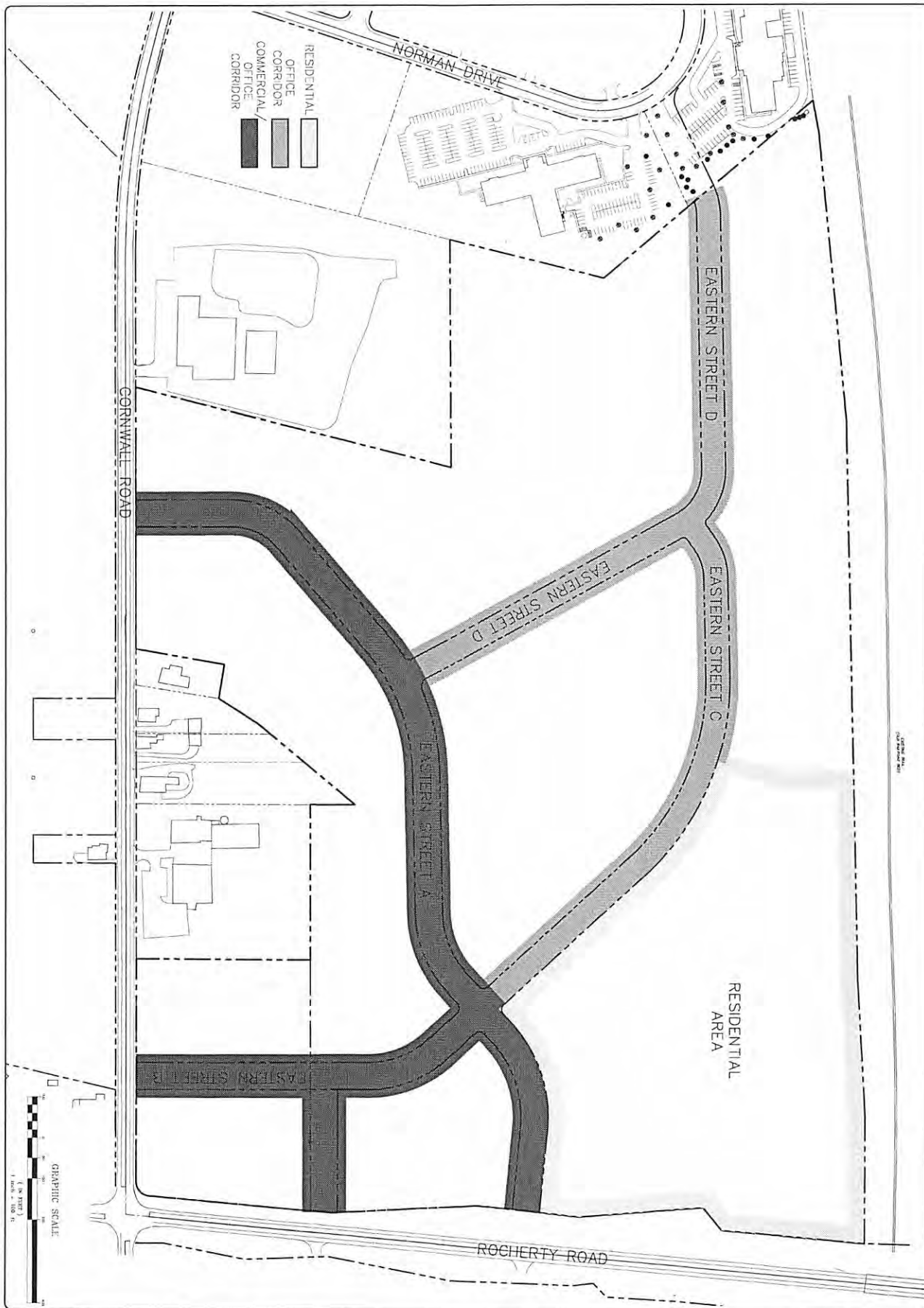
I hereby certify that a copy of the foregoing document was served by first-class mail,
postage prepaid, upon the following, upon the date indicated below:

Barry W. Sawtelle, Esq.
Kozloff Stoudt
2640 Westview Drive
P.O. Box 6286
Wyomissing, PA 19610

J. Dwight Yoder
Gibbel Kraybill & Hess LLP
41 East Orange St.
Lancaster, PA 17602

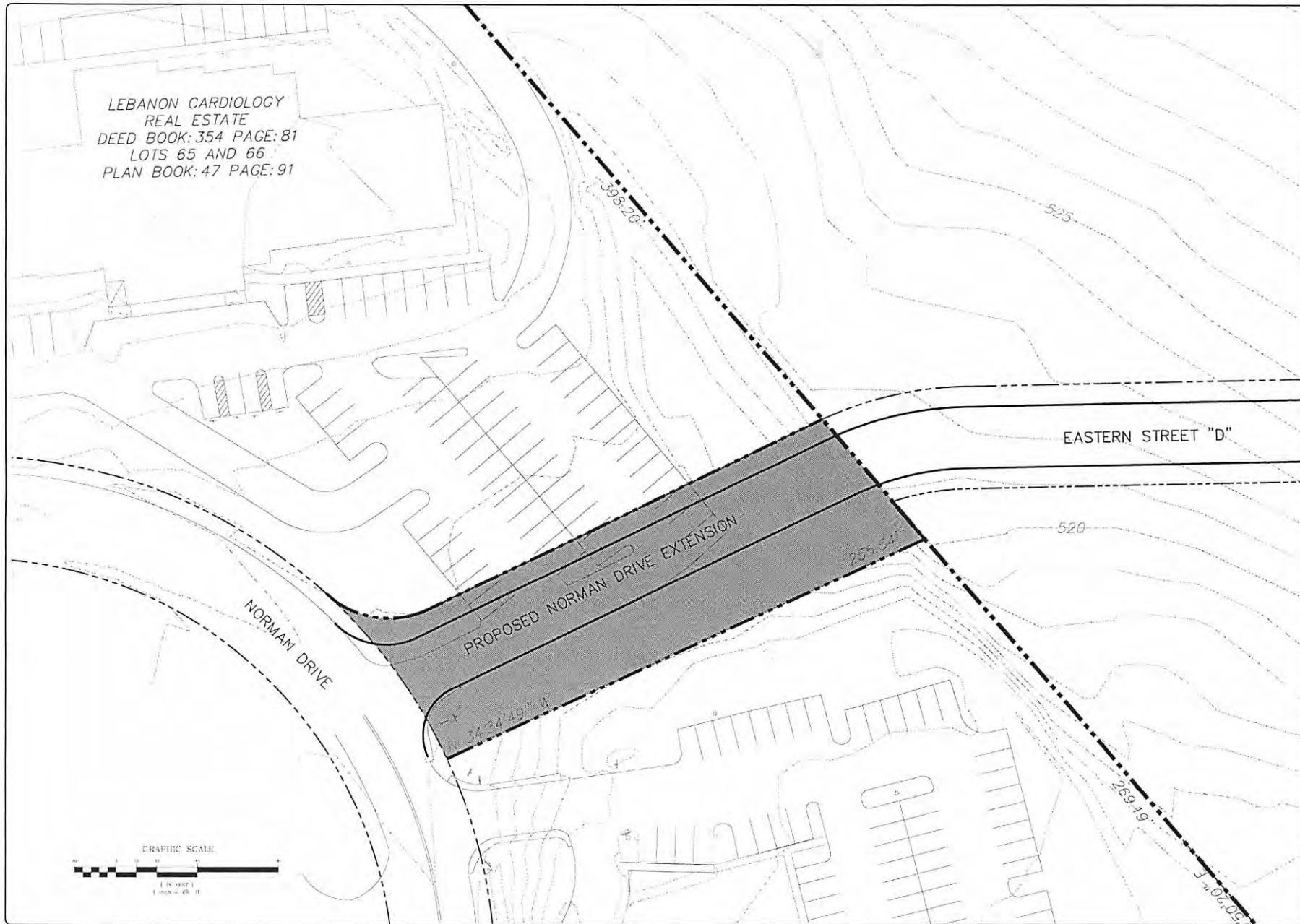
Helen L. Gemmill

Dated: April 27, 2010



1 OF 3 SHEETS	<div style="text-align: center;"> SES Stenback Engineering & Surveying, Inc. 278 North Dixie Highway, Suite 8 Lebanon, Pennsylvania 17042 Phone: (717) 272-7710 Fax: (717) 272-1348 </div>	EXHIBIT "F" EASTERN DEVELOPMENT - STREET LAYOUT CONCEPT PLAN SPRINGWOOD North Cornwall Township South Lebanon Township Lebanon County, Pennsylvania	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>REVISION</th> <th>DATE</th> <th>BY</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> </tbody> </table>	REVISION	DATE	BY													
REVISION	DATE	BY																	

LEBANON CARDIOLOGY
REAL ESTATE
DEED BOOK: 354 PAGE: 81
LOTS 65 AND 66
PLAN BOOK: 47 PAGE: 91



SHEET NO.		SHEET	
1	OF 1	1	OF 1

EXHIBIT "G"	
EXTENSION TO NORMAN DRIVE	
SPRINGWOOD	
North Lebanon Township	
Lebanon County, Pennsylvania	

RCSI Engineering, Inc. 100 North 3rd Street, Suite 100 Lebanon, PA 17042 Phone: (717) 270-2100 Fax: (717) 270-2100	

FIELD DRAWN:	JD/JH
BASE MAP:	WCD
DRAWN:	JD
DESIGN:	MAN
CHECKED:	MAN
DATE:	02/24/00
SCALE:	1"=50'
PROJECT:	#907-06-002

1
OF 1 SHEETS