BOARD OF SUPERVISORS
WORKSHOP
AGENDA

June 9, 2020
4:00 p.m.

LOCATION: This meeting will be held **virtually**. Any member of the public interested in participating in the meeting should email the Township at tscheivert@upperuwchlan-pa.gov for a link and a password to join in the meeting. In an effort to minimize public exposure to COVID-19 and maintain social distancing, the meeting will be conducted via webinar. No attendance in-person will be allowed. If you require special accommodation, please call the Township office at 610-458-9400.

I. Call to Order
   A. Salute to the Flag
   B. Moment of Silence
   C. Inquire if any Attendee plans to audio or video record the Workshop

II. Water resource protection program – update

III. First Amendment to Lease Agreement with Chester County

IV. Resolution re: outdoor dining

V. Reserve at Chester Springs Public Sewer Facilities Dedication
   Introduction of documents for consideration at June 15 meeting

VI. Ordinance Amendments – Review
   Review ordinance amendments for adoption consideration at the June 15 meeting, amending: outdoor advertising signs, definitions - mixed use dwelling and cultural facility, lighting standards, residential uses in C-1 and C-3 zoning districts and relating to adaptive reuse of historic structures, adding historical commission review of adaptive reuse applications.

VII. Township Manager's Report

VIII. Open Session

IX. Adjournment

UPPER UWCHLAN TOWNSHIP
MEMORANDUM

ADMINISTRATION

TO: Upper Uwchlan Township Board of Supervisors

FROM: Shanna Lodge, Assistant Township Manager

SUBJECT: Water Resource Protection Program

DATE: June 2, 2020

Russ Benner of T&M Associates and John Damico of Environmental Rate Consultants will attend the June 9, 2020 Board of Supervisors Workshop to present on Phase 3 of the Water Resource Protection Program.

The Water Resource Protection Program was established in 2014 for the purpose of dedicating resources to protect and preserve our watersheds, reduce pollutants, and control stormwater runoff and flooding.

Phase 1 of the Program assessed the current level of service provided by Upper Uwchlan Township in terms of water quality and stormwater management. Phase 2 of the Program sought to determine how those services will need to be expanded, based upon unfunded mandates from the federal government, the increased incidence of flooding events, our own aging infrastructure, and the strain stormwater costs put upon the Township financially and in terms of staffing. This allowed the consultants to estimate the rate that will need to be levied in order to provide a dedicated funding stream to support the needed maintenance and improvements.

Phase 3 of the Program will provide an update to the needs analysis developed during Phase 2 and roll out a public education component to solicit input and generate support from residents and business owners in the community.

Upper Uwchlan Township
Township Board of Supervisors Meeting

WATER RESOURCE PROTECTION PROGRAM IMPLEMENTATION SUMMARY

Tuesday, June 9, 2020 at 4:00pm

PHASE 1 | WATER RESOURCE PROTECTION FEASIBILITY STUDY PROJECT RESULTS

1. Created a Technical Advisory Committee (TAC)
2. Identified Township stormwater challenges
   a. Water quality compliance regulation projects
   b. Water quantity (flooding and drainage) projects
3. Evaluated all data, admin, financial, billing, public works, Chester County Planning Commission GIS
4. Calculated the current cost of service in the amount of $351,000
5. Developed and measured Impervious area examples
6. Estimated range of monthly rates per ERU – $3.00 to $7.00
   a. ERU = equivalent residential unit

PHASE 2 | WATER RESOURCE PROTECTION PROGRAM PROJECT RESULTS

1. Developed Stormwater Business Plan
   a. Includes 5 Year Cost of Service Analysis Plan
   b. Identified a 5 Year average of annual stormwater costs in the amount of $840,271
2. Developed billing policy papers
3. Determined the Township ERU (equivalent residential unit)
4. Calculated the impervious areas for all non-residential properties
5. Developed database for the GIS Shapefile (impervious area measurements)

PHASE 3 | WATER RESOURCE PROTECTION PROGRAM IMPLEMENTATION SCOPE OF WORK NEXT STEPS

1. House Bill 1325 allows Second Class Township to establish a stormwater fee
2. Establish dedicated funding via enterprise fund for stormwater activities
3. Consider debt financing (Bond Anticipation Notes (BAN's) and/or Revenue Bonds)
4. Will reduce burden on Township General Fund
5. Revise and Update the Water Resource Protection Business Plan
6. Revise and Update the Cost of Service, Rate Study, Cash Flow Analyses
7. Begin aggressive public education/involvement program
   a. Hold SWAC (key stakeholder group) meetings
   b. Mail letters to top 200 stormwater rate payers
   c. Develop 4-fold brochure
   d. Develop frequently asked questions
   e. Add one or more web pages to the Township website
8. Develop BMP Credit Program & Application
9. Revise and update database and GIS Shapefile from Phase 2
10. Select billing mechanism
11. Continue to develop billing policy papers
12. Work with legal staff to develop legal stormwater documents / ordinances
13. Process and mail stormwater bills
14. Develop customer appeals process
15. Prepare for stormwater customer service
16. Minimum Project Schedule – 12 months
17. Board may consider temporary fee program to fund permanent program

T AND M

ERC Inc
Storm Water Professionals

Upper Uwchlan Township
Township Board of Supervisors Meeting

WATER RESOURCE PROTECTION PROGRAM IMPLEMENTATION SUMMARY

Tuesday, June 9, 2020 at 4:00pm

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T AND M

ERC Inc
Storm Water Professionals

BUCKLEY BRION
MCGUIRE & MORRIS LLP

THOMAS F. OESTE
p: 610.436.4400 Ext# 1550
f: 610.436.8305
e: toeste@buckleyllp.com
118 W. Market Street, Suite 300
West Chester, PA 19382-2928

MEMORANDUM

To: Board of Supervisors of Upper Uwchlan Township

From: Thomas F. Oeste, Esquire

Date: June 5, 2020

Subject: First Amendment to Lease Agreement between Upper Uwchlan Township and County of Chester for transmission tower

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On April 14, 2015, Upper Uwchlan Township and the County of Chester entered into a Lease Agreement to permit the location, construction and operation of a transmission tower and equipment as part of the County public safety radio system. The tower site is located on a portion of the property occupied by the sanitary sewage treatment plant adjacent to Fellowship Fields (the "Property").

At the time the County lease was executed, the Property was owned by an affiliate of Toll Brothers and subject to agreements with the Township that required dedication of the Property to the Township when the sewage facilities were completed. The Property was conveyed to the Township by Deed of Dedication dated May 12, 2015.

The purpose of the First Amendment to Lease Agreement is to reflect the Township ownership of the Property and amend Paragraph 12 of the Lease regarding access to the Property. The original Lease provided for access to the Tower site from Fellowship Road by a driveway through an easement held by the Township over Texas Eastern property and through the Fellowship Fields property. Access under the First Amendment remains the same and the primary purpose of the amendment to Paragraph 12 is an acknowledgement by the Township that part of the access is provided through the Texas Eastern easement.

We have reviewed the Texas Eastern easement agreement and determined that it does not prohibit use of the easement by the County for access to the Tower site. We have no objection to the terms of the First Amendment and recommend its approval by the Board of Supervisors.

Fox Rothschild LLP
ATTORNEYS AT LAW

Eagleview Corporate Center
747 Constitution Drive
Suite 100
Exton, PA 19341-0673
Tel (610) 458-7500 Fax (610) 458-7337
www.foxrothschild.com

RONALD P. KALYAN, JR.
Direct No: 610.458.6717
Email: RKalyan@FoxRothschild.com

June 5, 2020

VIA FEDEX AND EMAIL (GJonik@upperuwchlan-pa.gov)

Upper Uwchlan Township
Attn: Gwen Jonik, Twp. Secretary
140 Pottstown Pike
Chester Springs, PA 19425

Re: **First Amendment to Lease Agreement with Chester County/Voice Radio Project**

Dear Gwen:

Per your solicitor's instructions, enclosed please find three (3) execution copies each of the First Amendment to Lease with Chester County in connection with its voice radio project and use of the Township's site therefor, together with a Memorandum of Lease for recording. The documents have been reviewed and approved by the solicitor.

Upon approval by the Supervisors at the June 9 meeting, please have all copies executed and duly notarized, and return them to me in the self-addressed return FedEx envelope. Upon receipt, we will forward to the County for execution and recording, upon which we will return a fully executed copy for your records.

Thank you for your cooperation in this matter.

Please don't hesitate to contact me with any questions, comments or concerns you may have.

Very truly yours,

Ronald P. Kalyan, Jr.

RONALD P. KALYAN, JR.
cc: Thomas F. Oeste, Esq. (via email w/ encl.: toeste@buckleyllp.com)

FIRST AMENDMENT TO LEASE AGREEMENT
(UPPER UWCHLAN TOWNSHIP SITE)

THIS FIRST AMENDMENT TO LEASE AGREEMENT (the or this "**Amendment**"), dated as of the ___ day of _____, 20__ (the "**Effective Date**"), is entered into by and between UPPER UWCHLAN TOWNSHIP, a Pennsylvania political subdivision, having a mailing address of 140 Pottstown Pike, Chester Springs, Pennsylvania 19425 (hereinafter referred to as "**Landlord**"), and THE COUNTY OF CHESTER, PENNSYLVANIA, a Pennsylvania political subdivision, having a mailing address of 313 West Market Street, West Chester, PA 19380 (hereinafter referred to as "**Tenant**").

BACKGROUND

A. Landlord and Tenant entered into that certain Lease Agreement dated April 14, 2015 (the "**Lease**"), whereby Landlord leased to Tenant a certain portion of the Property, as more particularly identified in the Lease, as a site for the County's public safety radio system to serve Tenant's regional emergency communications and related needs (the "**County Project**").

B. At the time the Lease was entered into, the legal owner of the Property was Toll PA V, L.P. ("**Toll**"), an affiliate of Toll Bros., Inc. Landlord was the equitable owner of and controlled the Property by virtue of that certain Sewage Plant Development Agreement by and among Landlord, Upper Uwchlan Township Municipal Authority, Pulte Homes, General Residential Holdings, Inc., Orleans Homebuilders, Inc., Hovnanian Pennsylvania, Inc., and Toll Bros., Inc., dated June 17, 2002, as amended (collectively, the "**Sewage Plant Agreement**").

C. In order to facilitate the County Project, Landlord entered into that certain Easement Agreement with Toll, dated January 20, 2015 (the "**Easement Agreement**"). Pursuant to the Easement Agreement, Toll granted and conveyed a permanent easement, temporary easement, and an access easement to Landlord in order to provide Landlord an area for Tenant's construction and operation of a public safety radio tower with accessories and appurtenances thereto in connection with the County Project. The Easement Agreement was recorded in the Chester County Recorder of Deeds Office on January 29, 2015, in Book 9051 page 962, as Instrument No. 11389047.

D. Section 14 of the Easement Agreement provided that, upon dedication of the Property by Toll to Landlord, the easements granted in the Easement Agreement would automatically extinguish and terminate without the need for any further writing or filing with the Recorder of Deeds evidencing same.

E. On May 12, 2015, that certain Deed of Dedication between Toll and Landlord, Toll conveyed ownership of the Property, along with the sewage treatment lagoon and appurtenances thereto and located thereon, to Landlord (the "**Deed of Dedication**"). The Deed of Dedication was recorded in the Chester County Recorder of Deeds Office on July 29, 2015, in Book 9153 page 286, as Instrument No. 11422200.

F. Upon the filing of the Deed of Dedication, the easements granted in the Easement Agreement were automatically extinguished and terminated.

G. The parties now wish to amend the Lease, among other things, to reflect the current ownership of the Property, to substitute an updated description of the Premises and to amend Paragraph 12 related to access to the Premises.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained both herein and in the Lease, and intending to be legally bound hereby, the parties hereto agree as follows:

1. **BACKGROUND**. The "Background" provisions set forth above are incorporated herein by reference.

2. **DEFINITIONS**. Capitalized terms not otherwise defined in this Amendment shall have the meanings ascribed to them in the Lease.

3. **AMENDMENT TO LEASE**.

(a) The Lease is hereby amended to reflect that, pursuant to the Deed of Dedication, Landlord is the fee owner of the Property.

(b) **Exhibit 1** of the Lease, which was a copy of the Easement Agreement, is hereby deleted in its entirety as it has been rendered null and void by virtue of the Deed of Dedication. Paragraph 24(l) of the Lease, which references assignment of the Easement Agreement, is hereby deleted in its entirety.

(c) **Exhibit 2** of the Lease, which is titled "Description of Premises", is hereby deleted in its entirety and replaced in its entirety with **Exhibit 2-A** attached hereto and incorporated herein by reference.

(d) Paragraph 12 of the Lease is hereby deleted in its entirety and replaced with the following:

> **ACCESS**. At all times throughout the Term of this Agreement, and at no additional charge to Tenant, Tenant and its employees, agents and subcontractors, shall have a right of pedestrian and vehicular access to and from the Premises for the installation, maintenance and operation of the System (as defined in the Lease), and any utilities serving the Premises, on a twenty-four (24) hours per day, seven (7) days per week basis. Such access is presently intended by the parties to include Tenant's continuing use of an existing open and improved road from Fellowship Road (T-435) to the Premises, by way of lands owned by Landlord (being known as UPI No. 32-1-34.1 and 32-1-34.1B) and others over which Landlord has been granted the right to traverse (the "**Existing Access Road**"). Landlord acknowledges that in the event Tenant cannot access the Premises, Tenant shall incur significant damage and that Landlord's failure to provide the access granted by this Paragraph 12 shall be a material default under this Lease. In

furtherance of the foregoing, the parties hereby agree that if at any time during the Term of the Lease Tenant is no longer able to use the Existing Access Road for any or all of the purposes set forth above, then promptly upon Tenant's request, Landlord will execute and deliver a separate recordable easement to Tenant providing an alternative means of access from a public road, and across the Property and/or other adjacent property owned by Landlord, to the Premises for the same purposes set forth above. Such alternative access way, as well as the form and content of such easement document, shall be reasonably acceptable to Tenant. In the event any public utility is unable to use the access or easement provided to Tenant above (including, without limitation, use of the Existing Access Road) in order to provide utility service to the System, then the Landlord agrees to promptly grant additional access or an easement either to Tenant or to the public utility on the Property and/or the adjacent property owned by Landlord and referenced above, for the benefit of Tenant, at no cost to Tenant.

4. MISCELLANEOUS.

(a) **Amendment/Waiver**. This Amendment cannot be amended, modified or revised unless done in writing and signed by an authorized agent of the Landlord and an authorized agent of the Tenant. No provision may be waived except in a writing signed by both parties. All other terms, conditions and provisions of the Lease not amended hereunder are hereby ratified and confirmed and shall remain in full force and effect.

(b) **Bind and Benefit**. The terms and conditions contained in this Amendment will run with the Property and bind and inure to the benefit of the parties, their respective heirs, executors, administrators, successors and assigns.

(c) **Severability**. If any term or condition of this Amendment is found unenforceable, the remaining terms and conditions will remain binding upon the parties as though said unenforceable provision were not contained herein.

(d) **Counterparts**. This Amendment may be executed in two (2) or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties.

(e) **Conflict**. In the event of a conflict between the terms of this Amendment and the terms of the Lease, the terms of this Amendment shall prevail.

[*SIGNATURES APPEAR ON THE NEXT PAGE]*

IN WITNESS WHEREOF, the parties have caused this First Amendment to Lease Agreement to be duly executed and effective as of the date first written above.

LANDLORD:

ATTEST:

UPPER UWCHLAN TOWNSHIP
BOARD OF SUPERVISORS

_____
Gwen A. Jonik, Township Secretary

_____
Sandra M. D'Amico, Chair

_____
Jamie W. Goncharoff, Vice-Chair

_____
Jenn Baxter, Member

TENANT:

THE COUNTY OF CHESTER

Attest: _____
County Clerk

By:_____
Marian Moskovitz,
Chair, County Commissioner

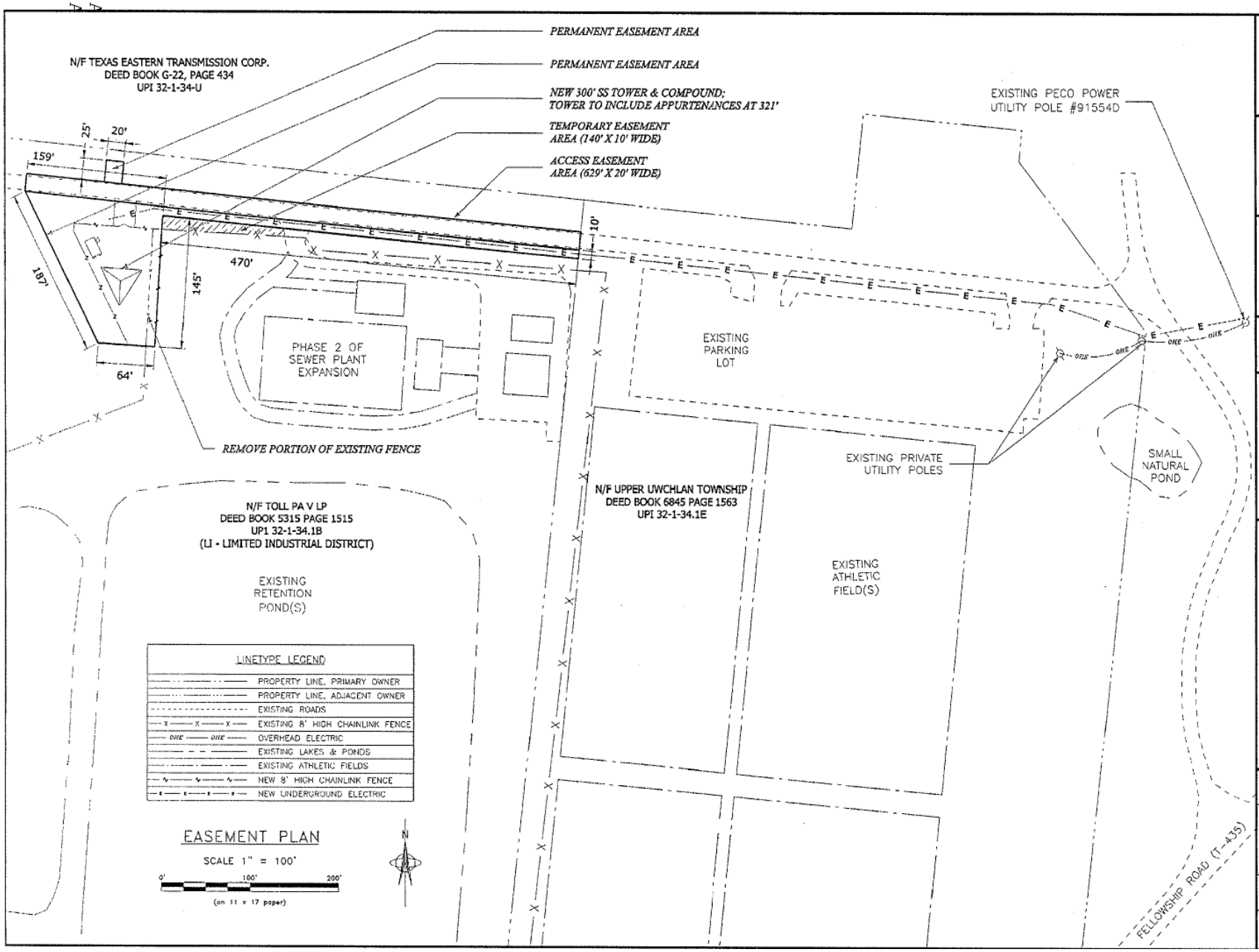
By: _____
Joshua Maxwell, Vice Chair
County Commissioner

By: _____
Michelle Haris Kichline
County Commissioner

<u>EXHIBIT 2-A</u>

DESCRIPTION OF PREMISES

[*attached*]



CHESTER COUNTY

DEPARTMENT OF EMERGENCY SERVICES

VOICE RADIO PROJECT

Presented by:

HARRIS

RF Communications Division

1000 Kreider Drive
Suite 600
Middletown, PA 17057

Prepared by:

Robert J. Heath PE, LLC
1116 WALNUT LANE.
LANSDALE, PA 19446
TEL: 267-250-9931

IT IS A VIOLATION OF THE PROFESSIONAL LICENSE LAW FOR ANY PERSON TO ALTER THIS DRAWING IN ANY WAY, UNLESS ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER. THE ALTERING CONSULTANT SHALL AFFIX HIS/HER SEAL AND THE NOTATION "ALTERED BY" FOLLOWED BY HIS/HER SIGNATURE AND DATE OF ALTERATION.

Engineer's Seal:

DRAWING REVISION HISTORY

NO.	DATE	DESCRIPTION
0	2014-11-14	EASEMENT PLAN
1	2015-01-12	REVISED PERMANENT EASEMENT AREA

CHESTER COUNTY
P25 VOICE RADIO PROJECT

Site Name:
UPPER UWCHLAN TWP.

Site Code:
TWR36

Sheet Title: Easement Plan

Sheet #: C2.2

Drawing File Name:
CHESCO_UUT36_C22_R1.dwg

Prepared By:
Fox Rothschild LLP
Attn: Levin V. Czubaroff, Esquire
747 Constitution Drive, Suite 100
Exton, PA 19341
Phone: 610-458-7500

Record and Return to:
Attn: Levin V. Czubaroff, Esquire
Fox Rothschild LLP
747 Constitution Drive, Suite 100
Exton, PA 19341
Phone: 610-458-7500

UPI No. 32-1-34.1B

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE is dated the _____ day of _____ , 2020, by and between THE TOWNSHIP OF UPPER UWCHLAN, a Pennsylvania political subdivision **("Landlord")**, and THE COUNTY OF CHESTER, PENNSYLVANIA, a Pennsylvania political subdivision **("Tenant").**

Landlord and Tenant entered into that certain Lease Agreement dated April 14, 2015 (the "**Original Lease**"), as amended by a First Amendment to Lease Agreement dated _____, 2020 (the "**First Amendment**" and, collectively with the Original Lease, the "**Lease**"), whereby Landlord leased to Tenant a portion of that certain plot, parcel or tract of land consisting of approximately 19.14 +/- acres and located at 275 Fellowship Road, Chester Springs, Pennsylvania 19425 and being known as Parcel No. 32-1-34.1B, as more particularly in Exhibit A attached hereto and incorporated herein by reference (the "**Property**"), as a site for the County's public safety radio system to serve Tenant's regional emergency communications and related needs (the "**County Project**"). The portion of the Property leased by Tenant pursuant to the Lease is hereinafter referred to as the "**Premises**" and is more fully described in Exhibit B attached hereto and incorporated herein by reference.

At the time the Lease was entered into, the legal owner of the Property was Toll PA V, L.P. ("**Toll**"), an affiliate of Toll Bros., Inc. Landlord was the equitable owner of and controlled the Property by virtue of that certain Sewage Plant Development Agreement by and among Landlord, Upper Uwchlan Township Municipal Authority, Pulte Homes, General Residential Holdings, Inc., Orleans Homebuilders, Inc., Hovnanian Pennsylvania, Inc., and Toll Bros., Inc., dated June 17, 2002, as amended.

On May 12, 2015, pursuant to that certain Deed of Dedication between Toll and Landlord, Toll conveyed ownership of the Property, along with the sewage treatment lagoon and appurtenances thereto and located thereon, to Landlord (the "**Deed of Dedication**"). The Deed of Dedication was

recorded in the Chester County Recorder of Deeds Office on July 29, 2015, in Book 9153 page 286, as Instrument No. 11422200.

Landlord and Tenant have agreed to execute this Memorandum of Lease. In consideration of the covenants and agreements on the part of the Tenant contained in the Lease and subject to the terms, provisions, covenants and conditions thereof, Landlord had demised and leased the Premises to Tenant.

1. The Landlord is The Township of Upper Uwchlan.

2. The Tenant is The County of Chester, Pennsylvania.

3. Landlord's address is 140 Pottstown Pike, Chester Springs, Pennsylvania 19425.

4. Tenant's address is 313 Market Street, West Chester, Pennsylvania 19380.

5. The Original Lease is dated April 14, 2015 (the "**Effective Date**").

6. The Premises also includes, and the Lease shall be deemed to have provided for, the grant by Landlord to Tenant and its employees, agents, and subcontractors, a right of pedestrian and vehicular access to and from the Premises for the installation, maintenance and operation of the System (as defined in the Lease), and any utilities serving the Premises, on a twenty-four (24) hours per day, seven (7) days per week basis. Such access is presently intended by the parties to include Tenant's continuing use of an existing open and improved road from Fellowship Road (T-435) to the Premises, by way of lands owned by Landlord (being known as UPI No. 32-1-34.1) and others over which Landlord has been granted the right to traverse (the "**Existing Access Road**"). Landlord acknowledges that in the event Tenant cannot access the Premises, Tenant shall incur significant damage and that Landlord's failure to provide the access granted by this Lease shall be a material default under this Lease. In furtherance of the foregoing, the parties hereby agree that if at any time during the Term of the Lease Tenant is no longer able to use the Existing Access Road for any or all of the purposes set forth above, then promptly upon Tenant's request, Landlord will execute and deliver a separate recordable easement to Tenant providing an alternative means of access from a public road, and across the Property and/or other adjacent property owned by Landlord, to the Premises for the same purposes set forth above. Such alternative access way, as well as the form and content of such easement document, shall be reasonably acceptable to Tenant. In the event any public utility is unable to use the access or easement provided to Tenant above (including, without limitation, use of the Existing Access Road) in order to provide utility service to the System, then the Landlord agrees to promptly grant additional access or an easement either to Tenant or to the public utility on the Property and/or the adjacent property owned by Landlord and referenced above, for the benefit of Tenant, at no cost to Tenant.

7. The Initial Term of the Lease shall run and extend for twenty (20) years beginning on the Rent Commencement Date **("Initial Term").** The Rent Commencement Date was June 1, 2015. In the event that Tenant exercises its renewal option(s), as outlined below, then the Term shall mean the last day of the applicable renewal term.

8. The Term of the Lease will automatically renew for fifteen (15) additional terms of five (5) years each (collectively, the **"Extension Terms")** and together with the Initial Term, the **"Term",** upon the same terms and conditions, subject to any rental increase as provided in the Lease, unless the Tenant notifies the Landlord in writing of Tenant's intention not to renew the Lease at least one hundred eighty (180) days prior to the expiration of the then-existing Term.

9. The Lease does not give Tenant a right of purchase or right of first refusal with respect to the Premises or the Property.

It is the intention of this Memorandum of Lease to give notice of certain provisions of the Lease, and it is not intended to supersede, diminish, add to, or change any of the terms and conditions of the Lease. Capitalized terms not otherwise defined herein shall have the same meanings assigned to such terms in the Lease. All of the terms, conditions and provisions of the Lease are incorporated herein by this reference to the same extent as if they were set forth herein in their entirety.

[Remainder of page left intentionally blank]

IN WITNESS WHEREOF, intending to be legally bound, the undersigned have caused this Memorandum of Lease to be executed as of the day and year first above.

LANDLORD:

ATTEST:

UPPER UWCHLAN TOWNSHIP
BOARD OF SUPERVISORS

_____
Gwen A. Jonik, Township Secretary

_____
Sandra M. D'Amico, Chairperson

TENANT:

THE COUNTY OF CHESTER

_____
County Clerk

By: _____
Name: Michael Murphy, Jr.
Title: Director, Department of Emergency Services

LANDLORD ACKNOWLEDGMENT

STATE OF _____)
) ss:
COUNTY OF _____)

On this, the ____ day of _____, 2020, before me _____, a Notary Public in and for the County and State aforesaid, personally appeared, Sandra M. D'Amico, who acknowledged herself to be the Chairperson for Upper Uwchlan Township, and in that capacity, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of Upper Uwchlan Township by herself as such Chairperson.

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

_____
NOTARY PUBLIC
My Commission Expires: _____

TENANT ACKNOWLEDGMENT

COMMONWEALTH OF PENNSYLVANIA)
) SS
COUNTY OF CHESTER)

On this, the ____ day of _____, 2020, before me _____, a Notary Public in and for the County and State aforesaid, personally appeared Michael Murphy, Jr., who acknowledged himself to be the Director, Department of Emergency Services for the County of Chester, Pennsylvania, a Pennsylvania political subdivision, and in that capacity, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the County of Chester, Pennsylvania by himself as such Director, Department of Emergency Services.

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

_____
NOTARY PUBLIC
My Commission Expires:_____

EXHIBIT A

DESCRIPTION OF PROPERTY

ALL THAT CERTAIN lot or parcel of land with buildings and improvements thereon erected, situate in the Township of Upper Uwchlan, County of Chester, Commonwealth of Pennsylvania, bounded and described according to a Final Minor Subdivision Plan for Toll Bros, Inc., dated February 2, 2002, last revised March 11, 2002 and recorded May 30, 2002 as Plan #16231 as follows, to wit:

BEGINNING at a point in the bed of Fellowship Road, a corner of lands now or late of Reifsnyder Transportation, Inc.; thence extending along the same, the 3 following courses and distances, to wit: (1), crossing a proposed pipeline easement and microwave tower easement, North 07 degrees 39 minutes 04 seconds East 364.38 feet; (2), re-crossing said easements, North 83 degrees 20 minutes 11 seconds West 465.18 feet; & (3), North 55 degrees 27 minutes 44 seconds West 527.49 feet to a point, a corner of Lot # 3; thence extending along the same, crossing and existing roadway, wetlands, a Texas Eastern Transmission Corp. Pipeline right of way, and a driveway, North 05 degrees 54 minutes 40 seconds East 793.29 feet to a point on line of lands now or late of Texas Eastern Transmission Corp.; thence extending along the same, South 84 degrees 05 minutes 20 seconds East 828.15 feet to a point, a corner of Lot 1; thence extending along the same, the 3 following courses and distances, to wit: (1), South 05 degrees 54 minutes 44 seconds East, recrossing the aforesaid easements, roadway and driveway, 1000.80 feet; (2), South 83 degrees 20 minutes 11 seconds East 151.33 feet; & (3), South 07 degrees 39 minutes 04 seconds 383.01 feet to a point in the bed of Fellowship Road, aforesaid; thence extending along the same, South 64 degrees 50 minutes 01 seconds West 59.50 to a point, a corner of lands now or late of Reifsnyder Transportation, Inc., the first mentioned point and place of BEGINNING.

BEING Lot # 2 on said Plan.

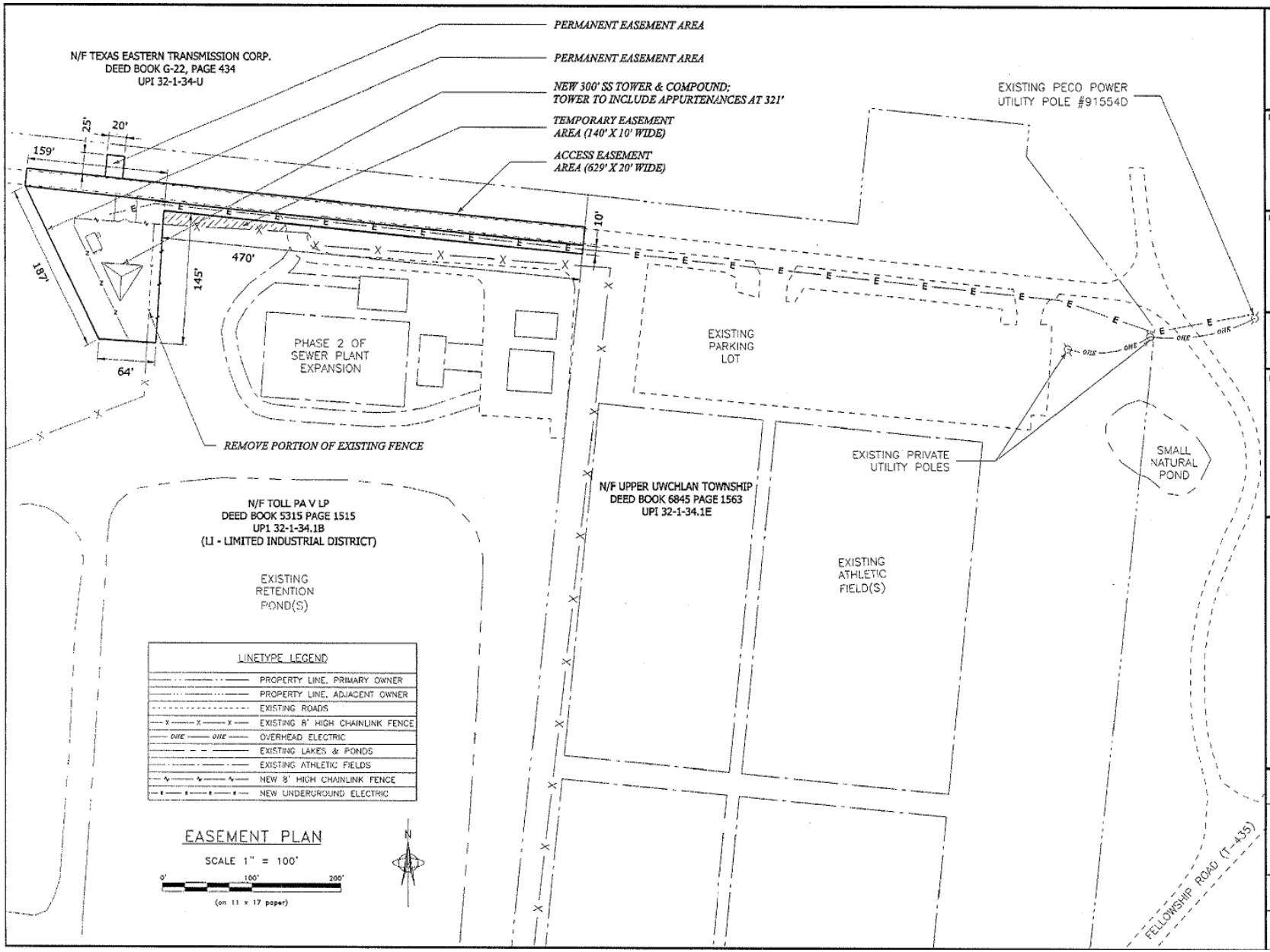
BEING UPI # 32-1-34.1B.

BEING part of the same premises which Atlantic Refining and Marketing Corp., by deed dated May 22, 2002 and recorded at West Chester, Pennsylvania, in Record Book 5315 page 1515, granted and conveyed unto Toll Pa V, L.P., in fee.

EXHIBIT B

DESCRIPTION OF PREMISES

[See Attached]



CHESTER COUNTY
~
DEPARTMENT OF EMERGENCY SERVICES
~
VOICE RADIO PROJECT

Presented by:

HARRIS
RF Communications Division
1000 Kreider Drive
Suite 600
Middletown, PA 17057

Prepared by:

Robert J. Heath PE, LLC
1116 WALNUT LANE,
LANSDALE, PA 19446
TEL: 267-250-9931

IT IS A VIOLATION OF THE PROFESSIONAL LICENSE LAW FOR ANY PERSON TO ALTER THIS DRAWING IN ANY WAY, UNLESS ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER. THE ALTERING CONSULTANT SHALL AFFIX HIS/HER SEAL AND THE NOTATION "ALTERED BY" FOLLOWED BY HIS/HER SIGNATURE AND DATE OF ALTERATION.

Engineer's Seal:

DRAWING REVISION HISTORY

NO.	DATE	DESCRIPTION
0	2014-11-14	EASEMENT PLAN
1	2015-01-13	REVISED PERMANENT EASEMENT AREA

CHESTER COUNTY
P25 VOICE RADIO PROJECT

Site Name:
UPPER UWCHLAN TWP.

Site Code:
TWR36

Sheet Title: Easement Plan
Sheet #: C2.2

Drawing File Name:
CHESCO_UUT36_C22_R1.dwg

UPPER UWCHLAN TOWNSHIP

MEMORANDUM

ADMINISTRATION

TO: UPPER UWCHLAN TOWNSHIP BOARD OF SUPERVISORS

FROM: Tony Scheivert, Township Manager

SUBJECT: Outdoor Dining

DATE: June 5th, 2020

Attached for your review is a Resolution allowing outdoor seating for 90 days. The Governor has moved Chester County to yellow and this allows for outdoor seating at restaurants. This resolution allows outdoor seating without going through the conditional use process. Applicants still must follow all Health Department, LCB and CDC guidelines.

This resolution will be on the workshop agenda for discussion and possible adoption.

UPPER UWCHLAN TOWNSHIP BOARD OF SUPERVISORS

A RESOLUTION OF THE BOARD OF SUPERVISORS OF UPPER UWCHLAN TOWNSHIP, CHESTER COUNTY, ESTABLISHING GUIDELINES AND POLICY FOR THE OUTDOOR SALES OF FOOD FOR EXISTING BUSINESSES IN THE TOWNSHIP DURING THE CORONAVIRUS PANDEMIC

RESOLUTION _____-2020

WHEREAS, Governor Wolf issued a Proclamation of Disaster Emergency on March 6, 2020 due to the Coronavirus pandemic, authorizing political subdivisions to act as necessary within the powers conferred by the Pennsylvania Emergency Management Services Code, (35 Pa. C.S. §7501) and the Proclamation of Disaster Emergency to meet the exigencies of the emergency; AND

WHEREAS, pursuant to the provisions of Section 7501 of the Pennsylvania Emergency Management Services Code, (35 Pa. C.S. §7501), as amended, the Township proclaimed the existence of a disaster emergency in the Township on or about March 16th , 2020 as a result of the Coronavirus pandemic; AND

WHEREAS, on May 1, 2020, the Governor's Office presented a plan entitled Process to Reopen Pennsylvania which will ease social gathering restrictions in phases based upon public health indicators while requiring ongoing compliance with the Centers for Disease Control and Pennsylvania Department of Health guidance for social distancing and workplace safety; AND

WHEREAS, federal and state health and regulatory agencies have called for the implementation of safety measures, such as increased workplace ventilation, increased physical distance between employees and customers, and alteration of hours based on building size and number of employees; AND

WHEREAS, the safety measures are advanced and made more effective by the temporary allowance of outdoor dining and commercial activity provided such dining and commercial activity occur consistent with all other state and federal statutes, regulations, and orders.

NOW THEREFORE, BE IT RESOLVED, that the Board of Supervisors of Upper Uwchlan Township, hereby establishes guidelines and a policy for outdoor dining of existing businesses in the Township for a period of ninety days in areas on properties where it might otherwise be prohibited provided the following:

1. The merchant seeking to use outdoor space to conduct commercial activity and dining shall be responsible for compliance with all state and federal statutes, regulations, and orders, as well as permission from the landlord or owner of the property. The terms of this resolution and the guidelines to conduct outdoor dining expressly do not excuse merchants from complying with federal and state orders, including but not limited to those relating to COVID-19 mitigation nor

pre-existing statutes and regulations such as Pennsylvania Department of Health requirements relating to outdoor dining.

2. The merchant seeking to use outdoor space to conduct commercial activity shall nevertheless provide sufficient parking to meet the needs of its customers.

3. If a merchant uses part of a sidewalk, the merchant shall allow sufficient space for pedestrians and handicapped individuals to traverse the sidewalk.

4. If a merchant uses spaces in a parking lot, the merchant shall provide safe separation between its customers and vehicles with the use of physical barriers approved by the Zoning Officer, Police Department and Fire Department and shall not occupy any handicapped parking area.

5. The merchant seeking to use outdoor space to conduct commercial activity shall abide by nuisance and noise regulations found in the Upper Uwchlan Township Code.

6. This Resolution and its authorization to conduct commercial activity in outdoor spaces shall expire ninety days after its effective date.

7. Any merchant who intends to provide outdoor seating, whether on a sidewalk, paved surface or an existing yard, shall provide a parking study to the Zoning Officer for approval. The Zoning Officer may require the merchant to eliminate indoor seating so that the merchant remains in compliance with the current zoning ordinance.

RESOLVED, at a duly convened meeting of the Board of Supervisors of Upper Uwchlan Township conducted on this 9th day of June, 2020.

_____
Sandy D'Amico, Chair

_____
Jamie Goncharoff, Vice-Chair

_____
Jennifer Baxter, Member

_____
Gwen Jonik, Township Secretary

PREPARED BY & RETURN TO:
RILEY RIPER HOLLIN & COLAGRECO
Attention: Alyson M. Zarro, Esquire
P.O. Box 1265
717 Constitution Drive, Suite 201
Exton, PA 19341
(610) 458-4400

UPI No.: None Required – Road Right-of-Way

GRANT OF SANITARY SEWER EASEMENTS
AND DEDICATION OF SANITARY SEWER PIPELINE FACILITIES –
DOMINIC DRIVE, EMMETT LANE AND RADEK COURT
RESERVE AT CHESTER SPRINGS

THIS GRANT OF SANITARY SEWER EASEMENTS AND DEDICATION OF SANITARY SEWER PIPELINE FACILITIES, made as of this _____ day of _____, 2020 and effective this ____ day of _____, 2020, by and between **TOLL PA IV, L.P.**, a Pennsylvania limited partnership, with offices at 250 Gibraltar Road, Horsham, Pennsylvania 19044 (hereinafter called "Grantor"); and

UPPER UWCHLAN TOWNSHIP, a municipal corporation duly organized pursuant to the Pennsylvania Second Class Township Code, 53 P.S. § 65101, *et seq.*, with offices at 140 Pottstown Pike, Chester Springs, Pennsylvania 19425 (hereinafter called "Grantee").

BACKGROUND

WHEREAS, Grantor is the legal owner of roads identified as Dominic Drive, Emmett Lane and Radek Court in a certain residential subdivision situated in Upper Uwchlan Township, Chester County, Pennsylvania known as the "Reserve at Chester Springs" ("Property"), which are identified on a plan entitled, "Final Major Subdivision Plan, Reserve at Chester Springs", prepared by ESE Consultants, Inc. dated October 2, 2014 and last revised August 4, 2016, which was recorded in the Office of the Chester County Recorder of Deeds at Plan No. 20001 ("Final Subdivision Plan"); and

WHEREAS, as part of the development of the Property, certain sanitary sewer pipeline facilities with accessories and appurtenances thereto ("Sanitary Sewer Facilities") were constructed within Dominic Drive, Emmett Lane and Radek Court; and

WHEREAS, Grantor desires to dedicate and transfer to Grantee easements within Dominic Drive, Emmett Lane and Radek Court for the purposes of inspecting, maintaining, servicing, repairing and replacing the Sanitary Sewer Facilities and to dedicate and transfer the

Sanitary Sewer Facilities located therein to Grantee; and

WHEREAS, Grantee has agreed to accept dedication and transfer of said easements and said Sanitary Sewer Facilities in accordance with the terms and conditions stated herein.

WITNESSETH:

That the said Grantor, for and in consideration of One Dollar ($1.00) as well as the advantages to it accruing, as well as for divers other consideration affecting the public welfare which it seeks to advance, has granted, bargained, and sold, and by these presents does grant, bargain and sell unto the said Grantee, its successors and assigns, perpetual easements for the purposes of inspecting, maintaining, servicing, repairing and replacing any Sanitary Sewer Facilities situated within the areas identified on the Final Plan as the rights-of-way of Dominic Drive, Emmett Lane and Radek Court, as further corrected by Exhibit "A" attached hereto and made a part hereof and described in Exhibits "B", "C" and "D" attached hereto and made a part hereof ("Sanitary Sewer Easements"). These Sanitary Sewer Easements shall apply to any Sanitary Sewer Facilities within the areas described in Exhibits "B", "C" and "D" attached hereto ("Easement Areas") and all necessary access thereto.

ALL THOSE CERTAIN Sanitary Sewer Easements, located in Upper Uwchlan Township, Chester County, Commonwealth of Pennsylvania, as more particularly described in the metes and bounds legal descriptions attached hereto as Exhibits "B", "C" and "D" and made a part hereof.

TOGETHER WITH transfer of Grantor's right, title and interest in and to the Sanitary Sewer Facilities that are located within the Easement Areas.

UNDER AND SUBJECT, nevertheless to the following:

(a) Grantee shall have the right to excavate within the Easement Areas for the purpose of maintaining, repairing, installing, removing, replacing and enlarging any part or portion of the Sanitary Sewer Facilities, either now existing or hereafter constructed on or within the Easement Areas, subject only to the duty to restore the Easement Areas as nearly as is practicable to the same condition they were in at the time of commencement of such work.

(b) Other conditions, easements and restrictions of record, if any.

TO HAVE AND TO HOLD the Sanitary Sewer Easements and the Sanitary Sewer Facilities, all as above described, unto the said Grantee, its successors and assigns, to and for the only proper use and behoof of said Grantee, its successors and assigns forever, for the purpose of free access to replace, repair, renew, and maintain said Sanitary Sewer Facilities as well as all of the Grantor's right, title and interest and to said Sanitary Sewer Facilities, and for no other use or purpose whatsoever.

UNDER AND SUBJECT, nevertheless to certain conditions, easements and restrictions of record, as aforesaid.

AND FURTHER, that the said Grantor, for itself, its successors and assigns, by these presents covenants, promises and agrees to and with the said Grantee, its successors and assigns, that neither the Grantor, nor its successors or assigns, shall or will at any time hereafter ask, demand or recover or receive of or from the said Grantee, its successors and assigns, any sum or sums of money as and for damages for or by reason of the transfer of ownership of Grantor's right, title and interest in and to the Sanitary Sewer Facilities as now established by the Grantee, and by reason of this Grant.

AND FURTHER, that the said Grantor, for itself, and its successors and assigns, by these presents further covenant, promise and agree to WARRANT AND FOREVER DEFEND the Grantee, its successors and assigns, against any and all person or persons whomsoever, lawfully claiming or to claim the Sanitary Sewer Facilities above described or any part thereof, by, from or under him, her, them or any of them.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, Grantor and Grantee have caused this instrument to be executed by their respective duly authorized officers the day and year above written.

ACCEPTED by Upper Uwchlan Township on _____, 2020.

GRANTOR:

TOLL PA IV, L.P., a Pennsylvania limited partnership
BY: TOLL MID-ATLANTIC LP COMPANY, INC., a Delaware corporation, its general partner

By: _____
Name: JUSTIN K HUNT
Title: LAND DEVELOPMENT MANAGER

GRANTEE:
UPPER UWCHLAN TOWNSHIP

Attest:

By: _____
Name:
Title:

By: _____
Sandra M. D'Amico
Chairperson, Board of Supervisors

ACKNOWLEDGMENT

COMMONWEALTH OF PENNSYLVANIA)
) ss.
COUNTY OF CHESTER)

On the 19th day of May, 2020, before me, a Notary Public in and for the above County and State, personally appeared Justin Hunt, who acknowledged him/herself to be the Land Development Manager of TOLL MID-ATLANTIC LP COMPANY, INC., a Delaware corporation, general partner of Toll PA IV, L.P., a Pennsylvania limited partnership, and that s/he as such officer executed the foregoing instrument for the purposes therein contained upon full and due authority.

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

Samantha Mulhern
Notary Public

My Commission Expires:

Commonwealth of Pennsylvania - Notary Seal
SAMANTHA MULHERN, Notary Public
Chester County
My Commission Expires January 9, 2023
Commission Number 1342280

ACKNOWLEDGMENT

COMMONWEALTH OF PENNSYLVANIA)
) ss.
COUNTY OF CHESTER)

On the _____day of _____, 2020, before me, a Notary Public in and for the above County and State, personally appeared Sandra M. D'Amico, who acknowledged herself to be the Chairperson of the Upper Uwchlan Township Board of Supervisors, and that she as such officer executed the foregoing instrument for the purposes therein contained upon full and due authority.

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

_____
Notary Public

My Commission Expires:

EXHIBIT " A"

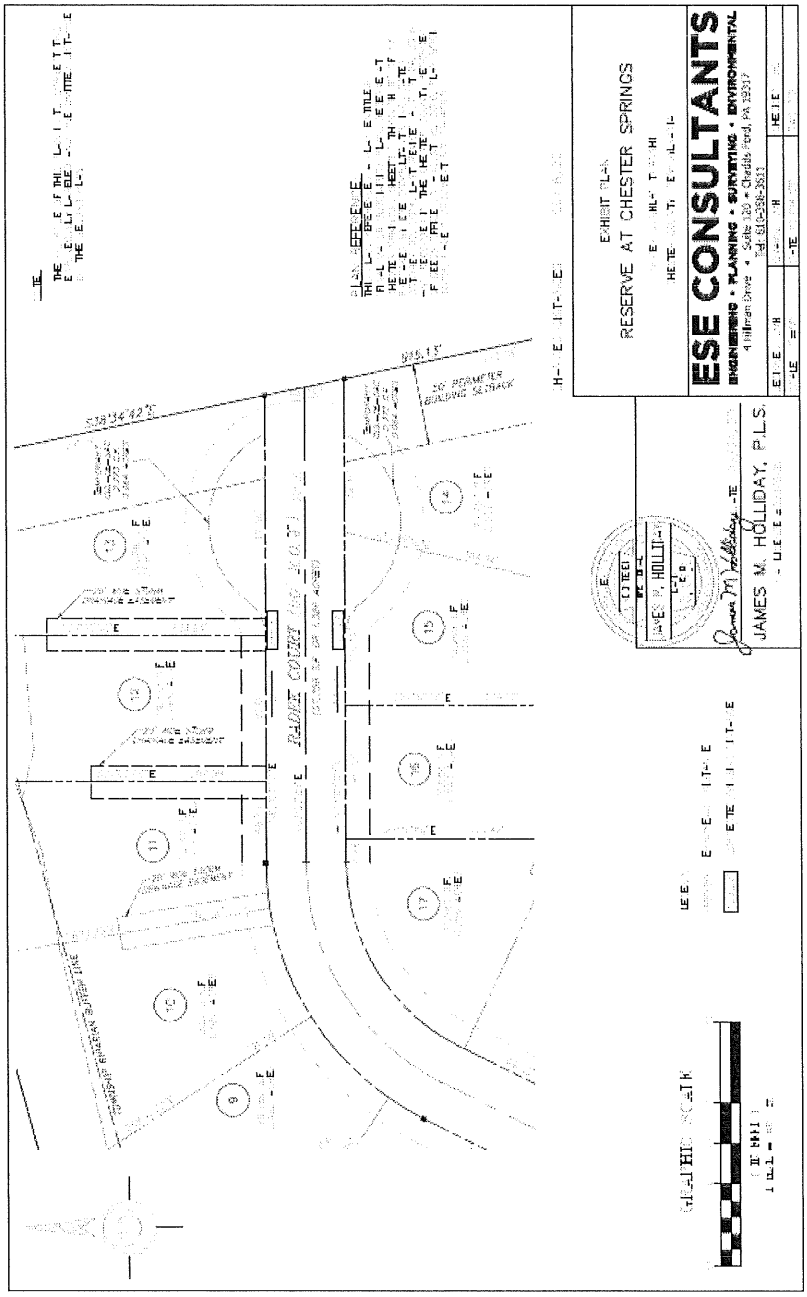


EXHIBIT PLAN
RESERVE AT CHESTER SPRINGS
ESE CONSULTANTS
ENGINEERING • PLANNING • SURVEYING • ENVIRONMENTAL
JAMES M. HOLLIDAY, P.L.S.

EXHIBIT " B"

Land Planning
Engineering
Land Surveying

March 1, 2018

DESCRIPTION OF PROPERTY
DOMINIC DRIVE (VARIABLE WIDTH AND 50' R.O.W.)
RESERVE AT CHESTER SPRINGS

All that certain parcel of land situated in the Township of Upper Uwchlan, County of Chester, and Commonwealth of Pennsylvania, as shown on a plan entitled, "Final Major Subdivision Plan, Reserve at Chester Springs", sheets 1 through 83 of 83, prepared by ESE Consultants, Inc., dated October 02, 2014, last revised August 4, 2016 and recorded in the Chester County Recorder of Deeds Office on August 15, 2016, Plan Book 20001, Page 1 and Document No. 11490838, more particularly described as follows:

Beginning at a corner of Open Space Lot 64 on the northerly side of Little Conestoga Road (S.R. 4016) (Variable Width R.O.W.) and running;

1. Along said northerly side, and along the beginning of Dominic Drive (Variable Width and 50' R.O.W.), passing along an arc of a circle curving to the left, having a radius of 1005.00 feet, an arc distance of 153.88 feet, a chord bearing of North 81 degrees 47 minutes 05 seconds West, a chord distance of 153.73 feet to a corner of Open Space lot 65, a point of cusp; thence
2. Passing along an arc of a circle curving to the left, having a radius of 25.00 feet, an arc distance of 37.47 feet, a chord bearing of North 50 degrees 53 minutes 47 seconds East, a chord distance of 34.06 feet to a point of tangency on the westerly side of Dominic Drive; thence
3. Along said westerly side, the following four (4) courses and distances, North 07 degrees 57 minutes 51 seconds East, a distance of 23.78 feet to a point of curve; thence
4. Passing along an arc of a circle curving to the left, having a radius of 460.00 feet, an arc distance of 43.88 feet, a chord bearing of North 05 degrees 13 minutes 52 seconds East, a chord distance of 43.86 feet to a point of tangency; thence
5. North 02 degrees 29 minutes 54 seconds East, a distance of 122.60 feet to a point of curve; thence
6. Passing along an arc of a circle curving to the right, having a radius of 190.00 feet, an arc distance of 253.03 feet, a chord bearing of North 40 degrees 39 minutes 02 seconds East, a chord distance of 234.75 feet to a point of compound curve on the northerly side of Dominic Drive; thence
7. Along said northerly side and passing along the beginning of Radek Court (50' R.O.W.), passing along an arc of a circle curving to the right, having a radius of 190.00 feet, an arc distance of 20.55 feet, a chord bearing of North 81 degrees 54 minutes 05 seconds East, a chord distance of 20.54 feet to a point of tangency; thence
8. North 85 degrees 00 minutes 00 seconds East, a distance of 26.79 feet; thence
9. South 05 degrees 00 minutes 00 seconds East, a distance of 14.20 feet; thence
10. North 85 degrees 00 minutes 00 seconds East, a distance of 45.81 feet to a corner of Lot 37; thence
11. Along said northerly side, the following six (6) courses and distances, South 85 degrees 20 minutes 52 seconds East, a distance of 31.08 feet to a point of curve; thence
12. Passing along an arc of a circle curving to the right, having a radius of 525.00 feet, an arc distance of 179.27 feet, a chord bearing of South 77 degrees 46 minutes 57 seconds East, a chord distance of 178.40 feet to a point of tangency; thence
13. South 68 degrees 00 minutes 00 seconds East, a distance of 163.04 feet to a point of curve; thence
14. Passing along an arc of a circle curving to the left, having a radius of 125.00 feet, an arc distance of 131.78 feet, a chord bearing of North 81 degrees 47 minutes 55 seconds East, a chord distance of 125.76 feet to a point of tangency; thence

ESE Consultants, Inc.
250 Gibraltar Road, Suite 2E · Horsham, PA 19044
p: 215.914.2050 · f: 215.293.5489

Description of Property
Dominic Drive (Variable Width and 50' R.O.W.)
Reserve at Chester Springs
March 1, 2018

15. North 51 degrees 35 minutes 51 seconds East, a distance of 168.40 feet to a point of curve; thence
16. Passing along an arc of a circle curving to the left, having a radius of 150.00 feet, an arc distance of 235.62 feet, a chord bearing of North 06 degrees 35 minutes 51 seconds East, a chord distance of 212.13 feet to a point of tangency on the westerly side of Dominic Drive; thence
17. Along said westerly side, North 38 degrees 24 minutes 09 seconds West, a distance of 95.00 feet; thence
18. Continuing along said westerly side and along the beginning of Emmett Lane (50' R.O.W.), North 38 degrees 24 minutes 09 seconds West, a distance of 100.00 feet to a corner of Lot 57; thence
19. Still along said westerly side, the following two (2) courses and distances, North 38 degrees 24 minutes 09 seconds West, a distance of 146.23 feet to a point of curve; thence
20. Passing along an arc of circle curving to the left, having a radius of 125.00 feet, an arc distance of 114.70 feet, a chord bearing of North 64 degrees 41 minutes 26 seconds West, a chord distance of 110.72 feet to a point of tangency on the southerly side of Dominic Drive; thence
21. Along said southerly side, the following two (2) courses and distances, South 89 degrees 01 minutes 17 seconds West, a distance of 300.29 feet to a point of curve; thence
22. Passing along an arc of a circle curving to the left, having a radius of 25.00 feet, an arc distance of 39.27 feet, a chord bearing of South 44 degrees 01 minutes 17 seconds West, a chord distance of 35.36 feet to a corner of Lot 61 on the easterly side of Radek Court; thence
23. Along said easterly side and passing along the beginning of Dominic Drive, North 00 degrees 58 minutes 43 seconds West, a distance of 100.00 feet to a corner of Lot 18, a point of cusp; thence
24. Passing along an arc of a circle curving to the left, having a radius of 25.00 feet, an arc distance of 39.27 feet, a chord bearing of South 45 degrees 58 minutes 43 seconds East, a chord distance of 35.36 feet to a point of tangency on the northerly side of Dominic Drive; thence
25. Along said northerly side, the following four (4) courses and distances, North 89 degrees 01 minutes 17 seconds East, a distance of 300.29 feet to a point of curve; thence
26. Passing along an arc of a circle curving to the right, having a radius of 175.00 feet, an arc distance of 160.58 feet, a chord bearing of South 64 degrees 41 minutes 26 seconds East, a chord distance of 155.01 feet to a point of tangency; thence
27. South 38 degrees 24 minutes 09 seconds East, a distance of 341.23 feet to a point of curve; thence
28. Passing along an arc of a circle curving to the right, having a radius of 200.00 feet, an arc distance of 314.16 feet, a chord bearing of South 06 degrees 35 minutes 51 seconds West, a chord distance of 282.84 feet to a point of tangency on the southerly side of Dominic Drive; thence
29. Along said southerly side, the following eight (8) courses and distances, South 51 degrees 35 minutes 51 seconds West, a distance of 168.40 feet to a point of curve; thence
30. Passing along an arc of a circle curving to the right, having a radius of 175.00 feet, an arc distance of 184.49 feet, a chord bearing of South 81 degrees 47 minutes 55 seconds West, a chord distance of 176.06 feet to a point of tangency; thence
31. North 68 degrees 00 minutes 00 seconds West, a distance of 163.04 feet to a point of curve; thence
32. Passing along an arc of a circle curving to the left, having a radius of 475.00 feet, an arc distance of 162.38 feet, a chord bearing of North 77 degrees 47 minutes 36 seconds West, a chord distance of 161.59 feet; thence
33. South 02 degrees 24 minutes 49 seconds West, a distance of 15.00 feet; thence
34. Passing along an arc of a circle curving to the left, having a radius of 460.00 feet, an arc distance of 59.52 feet, a chord bearing of South 88 degrees 42 minutes 24 seconds West, a chord distance of 59.48 feet to a point of tangency; thence
35. South 85 degrees 00 minutes 00 seconds West, a distance of 35.30 feet to a point of curve; thence
36. Passing along an arc of a circle curving to the left, having a radius of 110.00 feet, an arc distance of 158.39 feet, a chord bearing of South 43 degrees 44 minutes 57 seconds West, a chord distance of 145.06 feet to a point of tangency on the easterly side of Dominic Drive; thence

Description of Property
Dominic Drive (Variable Width and 50' R.O.W.)
Reserve at Chester Springs
March 1, 2018

37. Along said easterly side, the following three (3) courses and distances, South 02 degrees 29 minutes 54 seconds West, a distance of 122.60 feet to a point of curve; thence
38. Passing along an arc of a circle curving to the right, having a radius of 540.00 feet, an arc distance of 46.58 feet, a chord bearing of South 04 degrees 58 minutes 10 seconds West, a chord distance of 46.56 feet to a point of reverse curve; thence
39. Passing along an arc of a circle curving to the left, having a radius of 55.00 feet, an arc distance of 81.44 feet, a chord bearing of South 34 degrees 58 minutes 44 seconds East, a chord distance of 74.20 feet (calculated) to the first mentioned point and place of beginning

Containing 130,315 square feet or 2.991 acres of land.
Subject to easements and restrictions of record, if any.
Description prepared by ESE Consultants, Inc., Horsham, Pa 19044.

EXHIBIT " C"

March 1, 2018

DESCRIPTION OF PROPERTY
EMMETT LANE (50' R.O.W.)
RESERVE AT CHESTER SPRINGS

All that certain parcel of land situated in the Township of Upper Uwchlan, County of Chester, and Commonwealth of Pennsylvania, as shown on a plan entitled, "Final Major Subdivision Plan, Reserve at Chester Springs", sheets 1 through 83 of 83, prepared by ESE Consultants, Inc., dated October 02, 2014, last revised August 4, 2016 and recorded in the Chester County Recorder of Deeds Office on August 15, 2016, Plan Book 20001, Page 1 and Document No. 11490838, more particularly described as follows:

Beginning at a corner of Lot 57 on the southerly side of Dominic Drive (50' R.O.W.) and running;

1. Along said southerly side, and along the beginning of Emmett Lane, South 38 degrees 24 minutes 09 seconds East, a distance of 100.00 feet to a corner of Lot 46, a point of cusp; thence
2. Passing along an arc of a circle curving to the left, having a radius of 25.00 feet, an arc distance of 39.27 feet, a chord bearing of North 83 degrees 24 minutes 09 seconds West, a chord distance of 35.36 feet to a point of tangency on the southerly side of Emmett Lane; thence
3. Along said southerly side, the following six (6) courses and distances, South 51 degrees 35 minutes 51 seconds West, a distance of 104.49 feet to a point of curve; thence
4. Passing along an arc of a circle curving to the right, having a radius of 225.00 feet, an arc distance of 177.43 feet, a chord bearing of South 74 degrees 11 minutes 17 seconds West, a chord distance of 172.86 feet to a point of tangency; thence
5. North 83 degrees 13 minutes 17 seconds West, a distance of 161.79 feet to a point of curve; thence
6. Passing along an arc of a circle curving to the right, having a radius of 525.00 feet, an arc distance of 57.85 feet, a chord bearing of North 80 degrees 03 minutes 54 seconds West, a chord distance of 57.82 feet to a point of tangency; thence
7. North 76 degrees 54 minutes 30 seconds West, a distance of 76.95 feet to a point of curve; thence
8. Passing along an arc of a circle curving to the left, having a radius of 25.00 feet, an arc distance of 39.27 feet, a chord bearing of South 58 degrees 05 minutes 30 seconds West, a chord distance of 35.36 feet to a corner of Lot 52 on the easterly side of Radek Court (50' R.O.W.), a point of cusp; thence
9. Along said easterly side and passing along the beginning of Radek Court, North 13 degrees 05 minutes 30 seconds East, a distance of 100.00 feet to a corner of Lot 53, a point of cusp; thence
10. Passing along an arc of a circle curving to the left, having a radius of 25.00 feet, an arc distance of 39.27 feet, a chord bearing of South 31 degrees 54 minutes 30 seconds East, a chord distance of 35.36 feet to a point of tangency on the northerly side of Emmett Lane; thence
11. Along said northerly side, the following six (6) courses and distances, South 76 degrees 54 minutes 30 seconds East, a distance of 76.95 feet to a point of curve; thence
12. Passing along an arc of a circle curving to the left, having a radius of 475.00 feet, an arc distance of 52.34 feet, a chord bearing of South 80 degrees 03 minutes 54 seconds East, a chord distance of 52.31 feet to a point of tangency; thence
13. South 83 degrees 13 minutes 17 seconds East, a distance of 161.79 feet to a point of curve; thence

ESE Consultants, Inc.
250 Gibraltar Road, Suite 2E - Horsham, PA 19044
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Description of Property
Emmett Lane (50' R.O.W.)
Reserve at Chester Springs
March 1, 2018

14. Passing along an arc of a circle curving to the left, having a radius of 175.00 feet, an arc distance of 138.00 feet, a chord bearing of North 74 degrees 11 minutes 17 seconds East, a chord distance of 134.45 feet to a point of tangency; thence
15. North 51 degrees 35 minutes 51 seconds East, a distance of 104.49 feet to a point of curve; thence
16. Passing along an arc of a circle curving to the left, having a radius of 25.00 feet, an arc distance of 39.27 feet, a chord bearing of North 06 degrees 35 minutes 51 seconds East, a chord distance of 35.36 feet to the first mentioned point and place of beginning.

Containing 30,839 square feet or 0.708 acres of land.
Subject to easements and restrictions of record, if any.
Description prepared by ESE Consultants, Inc., Horsham, Pa 19044.

EXHIBIT " D"

March 1, 2018

DESCRIPTION OF PROPERTY
RADEK COURT (50' R.O.W.)
RESERVE AT CHESTER SPRINGS

All that certain parcel of land situated in the Township of Upper Uwchlan, County of Chester, and Commonwealth of Pennsylvania, as shown on a plan entitled, "Final Major Subdivision Plan, Reserve at Chester Springs", sheets 1 through 83 of 83, prepared by ESE Consultants, Inc., dated October 02, 2014, last revised August 4, 2016 and recorded in the Chester County Recorder of Deeds Office on August 15, 2016, Plan Book 20001, Page 1 and Document No. 11490838, more particularly described as follows:

Beginning at a corner of Lot 37 on the northerly side of Dominic Drive (50' R.O.W.) and running;

1. Along said northerly side, and along the beginning of Radek Court, the following four (4) courses and distances, South 85 degrees 00 minutes 00 seconds West, a distance of 45.81 feet; thence
2. North 05 degrees 00 minutes 00 seconds West, a distance of 14.20 feet; thence
3. South 85 degrees 00 minutes 00 seconds West, a distance of 26.79 feet to a point of curve; thence
4. Passing along an arc of a circle curving to the left, having a radius of 190.00 feet, an arc distance of 20.55 feet, a chord bearing of South 81 degrees 54 minutes 05 seconds West, a chord distance of 20.54 feet to a corner of Lot 1, a point of cusp; thence
5. Passing along an arc of a circle curving to the left, having a radius of 25.00 feet, an arc distance of 36.57 feet, a chord bearing of North 36 degrees 54 minutes 05 seconds East, a chord distance of 33.39 feet to a point of tangency on the westerly side of Radek Court; thence
6. Along said westerly side, the following six (6) courses and distances, North 05 degrees 00 minutes 00 seconds West, a distance of 122.09 feet to a point of curve; thence
7. Passing along an arc of a circle curving to the right, having a radius of 225.00 feet, an arc distance of 71.05 feet, a chord bearing of North 04 degrees 02 minutes 45 seconds East, a chord distance of 70.75 feet to a point of tangency; thence
8. North 13 degrees 05 minutes 30 seconds East, a distance of 128.19 feet to a point of curve; thence
9. Passing along an arc of a circle curving to the left, having a radius of 125.00 feet, an arc distance of 30.70 feet, a chord bearing of North 06 degrees 03 minutes 23 seconds East, a chord distance of 30.62 feet to a point of tangency; thence
10. North 00 degrees 58 minutes 43 seconds West, a distance of 309.86 feet to a point of curve; thence
11. Passing along an arc of a circle curving to the right, having a radius of 175.00 feet, an arc distance of 195.41 feet, a chord bearing of North 31 degrees 00 minutes 39 seconds East, a chord distance of 185.42 feet to a point of tangency on the northerly side of Radek Court; thence
12. Along said northerly side, North 63 degrees 00 minutes 00 seconds East, a distance of 286.81 feet to a point on line of T.M.P. No. 32-003-0016; thence
13. Along T.M.P. No. 32-003-0016 and passing through the bed of Radek Court, South 38 degrees 34 minutes 42 seconds East, a distance of 51.04 (calculated) to a corner of Lot 14 on the southerly side of Radek Court; thence
14. Along said southerly side, the following two (2) courses and distances, South 63 degrees 00 minutes 00 seconds West, a distance of 297.04 feet to a point of curve; thence
15. Passing along an arc of a circle curving to the left, having a radius of 125.00 feet, an arc distance of 139.58 feet, a chord bearing of South 31 degrees 00 minutes 39 seconds West, a chord distance of 132.44 feet to a point of tangency on the easterly side of Radek Court; thence

ESE Consultants, Inc.
250 Gibraltar Road, Suite 2E · Horsham, PA 19044
p: 215.914.2050 · f: 215.293.5489

Description of Property
Radek Court (50' R.O.W.)
Reserve at Chester Springs
March 1, 2018

16. Along said easterly side, South 00 degrees 58 minutes 43 seconds East, a distance of 73.72 feet; thence
17. Continuing along said easterly side and passing along the beginning of Dominic Drive (50' R.O.W.), South 00 degrees 58 minutes 43 seconds East, a distance of 100.00 feet to a corner of Lot 61; thence
18. Still along said easterly side, the following three (3) courses and distances, South 00 degrees 58 minutes 43 seconds East, a distance of 136.14 feet to a point of curve; thence
19. Passing along an arc of a circle curving to the right, having a radius of 175.00 feet, an arc distance of 42.97 feet, a chord bearing of South 06 degrees 03 minutes 23 seconds West, a chord distance of 42.87 feet to a point of tangency; thence
20. South 13 degrees 05 minutes 30 seconds West, a distance of 14.10 feet; thence
21. Continuing along said easterly side and along the beginning of Emmett Lane (50' R.O.W.), South 13 degrees 05 minutes 30 seconds West, a distance of 100.00 feet to a corner of Lot 52; thence
22. Continuing along said easterly side, the following four (4) courses and distances, South 13 degrees 05 minutes 30 seconds West, a distance of 14.10 feet to a point of curve; thence
23. Passing along an arc of a circle curving to the left, having a radius of 175.00 feet, an arc distance of 55.26 feet, a chord bearing of South 04 degrees 02 minutes 45 seconds West, a chord distance of 55.03 feet to a point of tangency; thence
24. South 05 degrees 00 minutes 00 seconds East, a distance of 135.39 feet to a point of curve; thence
25. Passing along an arc of a circle curving to the left, having a radius of 25.00 feet, an arc distance of 35.06 feet, a chord bearing of South 45 degrees 10 minutes 26 seconds East, a chord distance of 32.26 feet to the first mentioned point and place of beginning.

Containing 57,759 square feet or 1.326 acres of land.
Subject to easements and restrictions of record, if any.
Description prepared by ESE Consultants, Inc., Horsham, Pa 19044.

Bond No: K40408174

UPPER UWCHLAN TOWNSHIP AND
UPPER UWCHLAN TOWNSHIP MUNICIPAL AUTHORITY
Chester County, Pennsylvania
MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS: THAT WE TOLL PA IV L.P., as Principal and FEDERAL INSURANCE COMPANY, as Surety, are held and firmly bound unto UPPER UWCHLAN TOWNSHIP AND UPPER UWCHLAN TOWNSHIP MUNICIPAL AUTHORITY, as Obligee, in the full and just sum of Forty Three Thousand Five Hundred Seventy Six Thousand and 27/100 ($43,576.27) DOLLARS, lawful money of the United States of America to the payment of which sum, well and truly to be made, the Principal and the Surety bind themselves, their successors and assigns, jointly and severally, firmly by these presents.

SIGNED SEALED AND DATED THIS 19th DAY OF MAY , 2020.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, WHEREAS THE PRINCIPAL ENTERED INTO A MAINTENANCE SECURITY AGREEMENT WITH UPPER UWCHLAN TOWNSHIP AND UPPER UWCHLAN TOWNSHIP MUNICIPAL AUTHORITY FOR SANITARY SEWER IMPROVEMENTS IN THE SUBDIVISION KNOWN AS RESERVE AT CHESTER SPRINGS.

AND WHEREAS, the Obligee requires a guarantee from the Principal against defective materials and workmanship in connection with said SANITARY SEWER Improvements and to secure the functioning of said SANITARY SEWER Improvements in accordance with the design and specifications as depicted on the Final Major Subdivision Plan, Reserve at Chester Springs prepared by ESE Consultants, Inc. dated October 2, 2014 and last revised August 4, 2016 ("Plan").

NOW, THEREFORE, if the Principal shall make repairs or replacements which may become necessary during the period of EIGHTEEN (18) MONTHS FROM THE DATE OF DEDICATION, because of defective materials or workmanship or failure of the SANITARY SEWER Improvements to function in accordance with the design and specifications as depicted on the Plan in connection with said Maintenance Security Agreement which defectiveness the Obligee shall give the Principal and Surety written notice within (30) thirty days after discovery thereof, then this obligation shall be void; otherwise it shall be in full force and effect. If Principal fails to make such repairs or replacements which may become necessary during the period of EIGHTEEN (18) MONTHS FROM THE DATE OF ACCEPTANCE OF DEDICATION BY OBLIGEE, Surety shall, upon demand from Obligee, pay over to the Obligee as much of this Maintenance Bond as determined by the Upper Uwchlan Township Municipal Authority Engineer and the Upper Uwchlan Township Engineer that will be necessary for the making of such repairs or replacements.

ATTEST:

PRINCIPAL: TOLL PA IV L.P.

BY: TOLL MID-ATLANTIC LP COMPANY, INC.,
a Delaware corporation
General Partner

BY: _____ LAND DEVELOPMENT MANAGER

BY: _____

WITNESS:

Arlene Ostroff, Witness to Surety

SURETY: **FEDERAL INSURANCE COMPANY**

BY: _____
Daniel P. Dunigan, Attorney-in-Fact

CHUBB

Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company
Westchester Fire Insurance Company | ACE American Insurance Company

Know All by These Presents, that **FEDERAL INSURANCE COMPANY**, an Indiana corporation, **VIGILANT INSURANCE COMPANY**, a New York corporation, **PACIFIC INDEMNITY COMPANY**, a Wisconsin corporation, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** corporations of the Commonwealth of Pennsylvania, do each hereby constitute and appoint Brian C. Block, Richard J. Decker, Daniel P. Dunigan, James L. Hahn, Joseph W. Kolok Jr. and William F. Simkiss of Berwyn, Pennsylvania ----------

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** have each executed and attested these presents and affixed their corporate seals on this **31st** day of **March, 2020.**

Dawn M. Chloros, Assistant Secretary

Stephen M. Haney, Vice President

STATE OF NEW JERSEY
County of Hunterdon ss.

On this **31st** day of **March, 2020** before me, a Notary Public of New Jersey, personally came Dawn M. Chloros and Stephen M. Haney, to me known to be Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros and Stephen M. Haney, being by me duly sworn, severally and each for herself and himself did depose and say that they are Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY and know the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that their signatures as such officers were duly affixed and subscribed by like authority.

Notarial Seal

KATHERINE J. ADELAAR
NOTARY PUBLIC OF NEW JERSEY
No. 2316685
Commission Expires July 16, 2024

Notary Public

CERTIFICATION

Resolutions adopted by the Boards of Directors of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY on August 30, 2016; WESTCHESTER FIRE INSURANCE COMPANY on December 11, 2006; and ACE AMERICAN INSURANCE COMPANY on March 20, 2009:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

(1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.

(2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.

(3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.

(4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.

(5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Dawn M. Chloros, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY (the "Companies") do hereby certify that

(i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
(ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this May 19, 2020

Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:
Telephone (908) 903-3493 Fax (908) 903-3656 e-mail: surety@chubb.com

DocuSign Envelope ID: CCF7D358-9B25-47C6-8B4C-6EAB7BF6431E

FEDERAL INSURANCE COMPANY

STATEMENT OF ASSETS, LIABILITIES AND SURPLUS TO POLICYHOLDERS

Statutory Basis

December 31, 2019

(in thousands)

ASSETS		*LIABILITIES AND SURPLUS TO POLICYHOLDERS*	
Cash and Short Term Investments	$ (429,780)	Outstanding Losses and Loss Expenses	$ 6,823,691
United States Government, State and Municipal Bonds	4,559,706	Reinsurance Payable on Losses and Expenses	1,433,250
Other Bonds	5,314,219	Unearned Premiums	2,014,727
Stocks	32,735	Ceded Reinsurance Premiums Payable	353,115
Other Invested Assets	1,029,733	Other Liabilities	849,544
TOTAL INVESTMENTS	10,506,613	TOTAL LIABILITIES	11,474,327
Investments in Affiliates:		Capital Stock	20,980
Great Northern Ins. Co.	395,442	Paid-In Surplus	2,711,474
Vigilant Ins. Co.	341,290	Unassigned Funds	1,306,881
Chubb Indemnity Ins. Co.	178,808		
Chubb National Ins. Co.	181,053	SURPLUS TO POLICYHOLDERS	4,039,335
Other Affiliates	97,150		
Premiums Receivable	1,511,096		
Other Assets	2,302,210		
TOTAL ADMITTED ASSETS	$ 15,513,662	TOTAL LIABILITIES AND SURPLUS	$ 15,513,662

Investments are valued in accordance with requirements of the National Association of Insurance Commissioners, At December 31, 2019, investments with a carrying value of $508,749,121 were deposited with government authorities as required by law.

STATE OF PENNSYLVANIA

COUNTY OF PHILADELPHIA

John Taylor, being duly sworn, says that he is Senior Vice President of Federal Insurance Company and that to the best of his knowledge and belief the foregoing is a true and correct statement of the said Company's financial condition as of the 31 st day of December, 2019.

Sworn before me this April 14, 2020

DocuSigned by:
John Taylor
D26C1F6D55B4484...
Senior Vice President

Diane Wright
Notary Public

August 8, 2023
My commission expires

Commonwealth of Pennsylvania - Notary Seal
Diane Wright, Notary Public
Philadelphia County
My commission expires August 8, 2023
Commission number 1235745
Member, Pennsylvania Association of Notaries

MAINTENANCE SECURITY AGREEMENT

RESERVE AT CHESTER SPRINGS (F/K/A FRAME PROPERTY)
SANITARY SEWER IMPROVEMENTS

KNOW ALL MEN BY THESE PRESENTS, that TOLL PA IV, L.P., a Pennsylvania limited partnership with offices at 250 Gibraltar Road, Horsham, PA 19044 (hereinafter "Developer") is held and firmly bound unto UPPER UWCHLAN TOWNSHIP (hereinafter "Township") and the UPPER UWCHLAN TOWNSHIP MUNICIPAL AUTHORITY (hereinafter "Authority") with offices at 140 Pottstown Pike, Chester Springs, Pennsylvania 19425, in the sum of FORTY THREE THOUSAND FIVE HUNDRED SEVENTY-SIX AND 27/100 ($43,576.27) Dollars, lawful money of the United States of America, to be paid to the said Township, its successors and assigns, should the Developer fail to comply with the terms hereof and payment of which is secured by a Maintenance Bond established with FEDERAL INSURANCE COMPANY (hereinafter "Surety").

PURPOSE OF AGREEMENT: The Developer has applied for and obtained permission to develop and subdivide certain lands, known as "Reserve at Chester Springs (f/k/a Frame Property)", as more fully described in a plan entitled "Final Major Subdivision Plan, Reserve at Chester Springs" prepared by ESE Consultants, Inc. dated October 2, 2014 and last revised August 4, 2016, which was recorded in the Office of the Chester County Recorder of Deeds in Plan Book No. 20001 ("Final Plan"). The Developer has installed, constructed and completed certain public sanitary improvements in the Reserve at Chester Springs, which are set forth on Exhibit "A" attached hereto and made a part hereof (hereinafter "Improvements") and which are more fully depicted on plans entitled "Final As-Built Storm and San. Plan" prepared by ESE Consultants Inc., consisting of the following sheets: Sheet 1, Dominic Drive Sta. 0+00 to Sta. 12+50, dated October 22, 2019; Sheet 2, Dominic Drive Sta. 12+50 to Sta. 23+26.97, dated October 22, 2019; Sheet 3, Radek Court Sta. 0+00 to Sta. 10+99.87, dated October 22, 2019; and Sheet 4, Emmett Lane Sta. 0+00 to Sta. 6+56.04, dated October 22, 2019; and "Final Utility As-Built Plan" prepared by ESE Consultants, Inc., dated September 19, 2019.

The Developer has offered to dedicate said Improvements to the Township.

It is a condition of acceptance that the Developer give appropriate security to secure the structural integrity of said Improvements, as well as the functioning thereof in accordance with the design and specifications as depicted on the Final Plan. Said security is given in the form of a bond and said bond is attached hereto as Exhibit "B" and made a part hereof ("Maintenance Bond").

NOW, THEREFORE, the conditions of this obligation is such that if the Developer shall well and truly repair or replace all defects in workmanship and materials appearing in the Improvements and shall repair all defects and damage caused by lack of structural integrity or failure of the Improvements to function in accordance with the design and specifications as depicted in the Final Plan where said defects appear, within eighteen (18) months from the date hereof, then and in that event this obligation shall be null and void; otherwise, it shall remain in full force, virtue and effect.

Although the Maintenance Bond is limited to fifteen (15%) percent of the cost of said Improvements, the Developer shall be liable, nevertheless, for the full costs of repair or replacement due to defects in workmanship and materials appearing in the Improvements and for the full cost of repair of all defects or damage caused by lack of structural integrity or failure of the Improvements to function in accordance with the design and specifications as depicted on the Final Plan where said defects appear within eighteen (18) months.

The Township and the Authority shall not proceed against the Developer under this Agreement unless notice of any defective condition or failure of the Improvements to function in accordance with the Final Plans has been given within said eighteen (18) month period. The Township and the Authority shall give said notice to the Developer and the Surety as soon as practical after the Township and the Authority have actual notice of the said condition.

The Developer shall inform the Township and the Authority in writing within ten (10) days of receipt of notice of a condition requiring repair work or replacement of material of its intention to proceed therewith. If the Developer's communication is not received, the Township and the Authority may proceed to recover their claim from the Developer pursuant to the terms of the Maintenance Bond. The Developer shall have thirty (30) days from the Township's and the Authority's notice within which to commence any repair work or replacement of material. If said work or replacement is not commenced within said thirty (30) days or if said work is not diligently pursued and continued, the Township and the Authority in addition to any other legal or equitable remedies it has, shall draw down the required financial security and cure the Developer's default by withdrawing from the established security so much thereof as is necessary to cure the Developer's default, up to the full amount thereof. The Township and the Authority shall represent to the Surety that the Township and the Authority have delivered the required notice and opportunity to cure to the Developer, described hereinabove, when the Township and the Authority proceeds against the financial security.

All notices given hereunder shall be by certified mail, return receipt requested. The addresses for service of notice are as follows:

Developer:	Toll PA IV, L.P. 250 Gibraltar Road Horsham, PA 19044
Township:	140 Pottstown Pike Chester Springs, PA 19425 Attn: Township Manager
Authority:	140 Pottstown Pike Chester Springs, PA 19425 Attn: Authority Administrator
Surety:	Federal Insurance Company c/o Simkiss and Block

2 Paoli Office Park
Paoli, PA 19301

The financial security remaining after the completion and acceptance of any maintenance work required under the terms of this Agreement, and upon completion of all conditions of this Agreement, including expiration of the eighteen (18) month period hereof, shall be released to the Developer, within a reasonable period of time after the Township and the Authority determine compliance with all provisions of the Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby, have executed this Maintenance Security Agreement this _____day of_____, 2020.

TOLL PA IV, L.P., a Pennsylvania
limited partnership
By: TOLL MID-ATLANTIC LP COMPANY,
INC., a Delaware corporation, its general partner

Witness:

By: Samantha Mulhern
Name: Samantha Mulhern
Title: Project Administrator

By: _____
Name: JUSTIN K HUNT
Title: LAND DEVELOPMENT MANAGER

UPPER UWCHLAN TOWNSHIP

Attest:

By: _____

_____
Sandra M. D'Amico, Chair

_____
Jamie W. Goncharoff, Vice-Chair

_____
Jennifer F. Baxter

UPPER UWCHLAN TOWNSHIP MUNICIPAL AUTHORITY

Attest:

By: _____

_____
Donald Carlson, Chair

TOLL BROTHERS, INC.
RESERVE @ CHESTER SPRINGS
UPPER UWCHLAN TOWNSHIP
CHESTER COUNTY, PA

SANITARY SEWER MAINTENANCE - ONSITE & OFFSITE

ESCROW SETUP
4/27/2016

	DESCRIPTION	QUANTITY	UNIT	UNITS	TOTALS	CURRENT ESCROW RELEASE QUANTITY	CURRENT ESCROW RELEASE TOTALS	ESCROW RELEASE TO DATE (INCL THIS REL.) QUANTITY	ESCROW RELEASE TO DATE (INCL THIS REL.) TOTALS	ESCROW REMAINING QUANTITY	ESCROW REMAINING TOTALS	% COMPLETE
A.	SANITARY SEWER - ONSITE											
	8" PVC SDR35 (all depths)											
	(0-6')	468	LF	$26.67	$ 12,481.56		$ -	0	$ -	468	$ 12,481.56	0%
	(6-8')	1,004	LF	$30.04	$ 30,195.36		$ -	0	$ -	1,004	$ 30,195.36	0%
	(8-10')	994	LF	$34.99	$ 34,792.46		$ -	0	$ -	994	$ 34,792.46	0%
	(10-12')	422	LF	$34.99	$ 14,691.20		$ -	0	$ -	422	$ 14,691.20	0%
	6" PVC SDR35 LATERALS	1,994	LF	$27.73	$ 44,470.92		$ -	0	$ -	1,994	$ 44,470.92	0%
	6" PVC SDR35 LATERAL CONNECTIONS	61	EA	$151.66	$ 9,251.26		$ -	0	$ -	61	$ 9,251.26	0%
	MANHOLES (4' Diameter)	22	EA	$2,325.28	$ 51,156.16		$ -	0	$ -	22	$ 51,156.16	0%
	DROP MANHOLES (5' Diameter)	4	EA	$3,230.00	$ 12,920.00		$ -	0	$ -	4	$ 12,920.00	0%
	SUBTOTAL				$ 235,878.88		$ -		$ -		$ 235,878.88	
B.	SANITARY SEWER - OFFSITE											
	8" PVC SDR35 (all depths)	484	LF	$81.41	$ 37,774.24		$ -	0	$ -	484	$ 37,774.24	0%
	MANHOLES (4' Diameter)	3	EA	$3,130.29	$ 9,390.87		$ -	0	$ -	3	$ 9,390.87	0%
	DROP MANHOLES (5' Diameter)	1	EA	$4,035.01	$ 4,035.01		$ -	0	$ -	1	$ 4,035.01	0%
	CONNECTION TO EXISTING MANHOLE HH-32	1	EA	$1,500.00	$ 1,500.00		$ -	0	$ -	1	$ 1,500.00	0%
	SUBTOTAL				$ 52,700.12		$ -		$ -		$ 52,700.12	
C.	MISCELLANEOUS											
	CONCRETE ENCASEMENT	1	EA	$1,931.49	$ 1,931.49		$ -	0	$ -	1	$ 1,931.49	0%
	SUBTOTAL				$ 1,931.49		$ -		$ -		$ 1,931.49	
	TOTAL IMPROVEMENTS				$ 290,508.47		$ -		$ -		$ 290,508.47	0%
	MAINTENANCE SURETY (15%)	1	LS		$ 43,576.27		$ -	0%	$ -	1.00%	$ 43,576.27	0%
	TOTAL AMOUNT OF ESCROW				$ 43,576.27		$ -		$ -		$ 43,576.27	0%

SUBMITTED: _____ TOLL BROTHERS, INC. DATE

RECOMMENDED FOR RELEASE: _____ ARRO CONSULTING, INC. DATE

APPROVED: _____ UPPER UWCHLAN TOWNSHIP DATE

EXHIBIT "A"

EXHIBIT "B"

Bond No: K40408174

UPPER UWCHLAN TOWNSHIP AND
UPPER UWCHLAN TOWNSHIP MUNICIPAL AUTHORITY
Chester County, Pennsylvania
MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS: THAT WE TOLL PA IV L.P., as Principal and FEDERAL INSURANCE COMPANY, as Surety, are held and firmly bound unto UPPER UWCHLAN TOWNSHIP AND UPPER UWCHLAN TOWNSHIP MUNICIPAL AUTHORITY, as Obligee, in the full and just sum of Forty Three Thousand Five Hundred Seventy Six Thousand and 27/100 ($43,576.27) DOLLARS, lawful money of the United States of America to the payment of which sum, well and truly to be made, the Principal and the Surety bind themselves, their successors and assigns, jointly and severally, firmly by these presents.

SIGNED SEALED AND DATED THIS 19th DAY OF MAY , 2020.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, WHEREAS THE PRINCIPAL ENTERED INTO A MAINTENANCE SECURITY AGREEMENT WITH UPPER UWCHLAN TOWNSHIP AND UPPER UWCHLAN TOWNSHIP MUNICIPAL AUTHORITY FOR SANITARY SEWER IMPROVEMENTS IN THE SUBDIVISION KNOWN AS RESERVE AT CHESTER SPRINGS.

AND WHEREAS, the Obligee requires a guarantee from the Principal against defective materials and workmanship in connection with said SANITARY SEWER Improvements and to secure the functioning of said SANITARY SEWER Improvements in accordance with the design and specifications as depicted on the Final Major Subdivision Plan, Reserve at Chester Springs prepared by ESE Consultants, Inc. dated October 2, 2014 and last revised August 4, 2016 ("Plan").

NOW, THEREFORE, if the Principal shall make repairs or replacements which may become necessary during the period of EIGHTEEN (18) MONTHS FROM THE DATE OF DEDICATION, because of defective materials or workmanship or failure of the SANITARY SEWER Improvements to function in accordance with the design and specifications as depicted on the Plan in connection with said Maintenance Security Agreement which defectiveness the Obligee shall give the Principal and Surety written notice within (30) thirty days after discovery thereof, then this obligation shall be void; otherwise it shall be in full force and effect. If Principal fails to make such repairs or replacements which may become necessary during the period of EIGHTEEN (18) MONTHS FROM THE DATE OF ACCEPTANCE OF DEDICATION BY OBLIGEE, Surety shall, upon demand from Obligee, pay over to the Obligee as much of this Maintenance Bond as determined by the Upper Uwchlan Township Municipal Authority Engineer and the Upper Uwchlan Township Engineer that will be necessary for the making of such repairs or replacements.

ATTEST:

PRINCIPAL: TOLL PA IV L.P.

BY: TOLL MID-ATLANTIC LP COMPANY, INC.,
a Delaware corporation
General Partner

BY: _____ LAND DEVELOPMENT MANAGER

BY: _____

WITNESS:

Arlene Ostroff, Witness to Surety

SURETY: **FEDERAL INSURANCE COMPANY**

BY: _____
Daniel P. Dunigan, Attorney-in-Fact

CHUBB

Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company
Westchester Fire Insurance Company | ACE American Insurance Company

Know All by These Presents, that **FEDERAL INSURANCE COMPANY**, an Indiana corporation, **VIGILANT INSURANCE COMPANY**, a New York corporation, **PACIFIC INDEMNITY COMPANY**, a Wisconsin corporation, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** corporations of the Commonwealth of Pennsylvania, do each hereby constitute and appoint Brian C. Block, Richard J. Decker, Daniel P. Dunigan, James L. Hahn, Joseph W. Kolok Jr. and William F. Simkiss of Berwyn, Pennsylvania ----------

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** have each executed and attested these presents and affixed their corporate seals on this **31st** day of **March, 2020.**

Dawn M. Chloros, Assistant Secretary

Stephen M. Haney, Vice President

STATE OF NEW JERSEY
County of Hunterdon ss.

On this **31st** day of **March, 2020** before me, a Notary Public of New Jersey, personally came Dawn M. Chloros and Stephen M. Haney, to me known to be Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros and Stephen M. Haney, being by me duly sworn, severally and each for herself and himself did depose and say that they are Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY and know the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that their signatures as such officers were duly affixed and subscribed by like authority.

Notarial Seal

KATHERINE J. ADELAAR
NOTARY PUBLIC OF NEW JERSEY
No. 2316685
Commission Expires July 16, 2024

Notary Public

CERTIFICATION

Resolutions adopted by the Boards of Directors of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY on August 30, 2016; WESTCHESTER FIRE INSURANCE COMPANY on December 11, 2006; and ACE AMERICAN INSURANCE COMPANY on March 20, 2009:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

(1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.

(2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.

(3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.

(4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.

(5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Dawn M. Chloros, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY (the "Companies") do hereby certify that

(i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
(ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this May 19, 2020

Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:
Telephone (908) 903-3493 Fax (908) 903-3656 e-mail: surety@chubb.com

DocuSign Envelope ID: CCF7D358-9B25-47C6-8B4C-6EAB7BF6431E

FEDERAL INSURANCE COMPANY

STATEMENT OF ASSETS, LIABILITIES AND SURPLUS TO POLICYHOLDERS

Statutory Basis

December 31, 2019

(in thousands)

ASSETS		*LIABILITIES AND SURPLUS TO POLICYHOLDERS*	
Cash and Short Term Investments	$ (429,780)	Outstanding Losses and Loss Expenses	$ 6,823,691
United States Government, State and Municipal Bonds	4,559,706	Reinsurance Payable on Losses and Expenses	1,433,250
Other Bonds	5,314,219	Unearned Premiums	2,014,727
Stocks	32,735	Ceded Reinsurance Premiums Payable	353,115
Other Invested Assets	1,029,733	Other Liabilities	849,544
TOTAL INVESTMENTS	10,506,613	TOTAL LIABILITIES	11,474,327
Investments in Affiliates:		Capital Stock	20,980
Great Northern Ins. Co.	395,442	Paid-In Surplus	2,711,474
Vigilant Ins. Co.	341,290	Unassigned Funds	1,306,881
Chubb Indemnity Ins. Co.	178,808		
Chubb National Ins. Co.	181,053	SURPLUS TO POLICYHOLDERS	4,039,335
Other Affiliates	97,150		
Premiums Receivable	1,511,096		
Other Assets	2,302,210		
TOTAL ADMITTED ASSETS	$ 15,513,662	TOTAL LIABILITIES AND SURPLUS	$ 15,513,662

Investments are valued in accordance with requirements of the National Association of Insurance Commissioners, At December 31, 2019, investments with a carrying value of $508,749,121 were deposited with government authorities as required by law.

STATE OF PENNSYLVANIA

COUNTY OF PHILADELPHIA

John Taylor, being duly sworn, says that he is Senior Vice President of Federal Insurance Company and that to the best of his knowledge and belief the foregoing is a true and correct statement of the said Company's financial condition as of the 31 st day of December, 2019.

Sworn before me this April 14, 2020

DocuSigned by:
John Taylor
D26C1F6D5 Senior Vice President

Diane Wright
Notary Public

August 8, 2023
My commission expires

Commonwealth of Pennsylvania - Notary Seal
Diane Wright, Notary Public
Philadelphia County
My commission expires August 8, 2023
Commission number 1235745
Member, Pennsylvania Association of Notaries

UPPER UWCHLAN TOWNSHIP

CHESTER COUNTY, PENNSYLVANIA

ORDINANCE NO. *DRAFT 5-29-2020*

AN ORDINANCE AMENDING CHAPTER 200 OF THE UPPER UWCHLAN TOWNSHIP CODE TITLED, "ZONING" TO AMEND THE DEFINITION OF "SIGN, OUTDOOR ADVERTISING BILLBOARD" AND TO ADD A DEFINITION OF "MIXED USE DWELLING" AND "CULTURAL FACILITY" IN SECTION 200-7; AMENDING SECTION 200-33.USE REGULATIONS FOR THE C-1 VILLAGE DISTRICT TO DELETE SINGLE-FAMILY DETACHED DWELLING, SINGLE-FAMILY SEMIDETACHED DWELLING, TWO-FAMILY DWELLING AND GROUP HOME AS PERMITTED USES, TO DELETE MULTIPLE-FAMILY DWELLINGS AS USES PERMITTED BY CONDITIONAL USE AND TO ADD MIXED USE DWELLING AS A USE PERMITTED BY CONDITIONAL USE; SECTION 200-34 AREA AND BULK REGULATIONS FOR THE C-1 VILLAGE DISTRICT TO ADD AREA AND BULK STANDARDS FOR MIXED USE DWELLINGS; SECTION 200-39 USE REGULATIONS FOR THE C-3 HIGHWAY COMMERCIAL DISTRICT TO DELETE SINGLE-FAMILY DETACHED, SINGLE-FAMILY SEMI-DETACHED, TWO-FAMILY DWELLING AND RESIDENTIAL DWELLING UNIT(S) INCLUDING MULTIPLE-FAMILY DWELLINGS LOCATED WITHIN THE SAME BUILDING AS AND ON A FLOOR OR FLOORS ABOVE ANY PERMITTED PRINCIPAL USE AS USES PERMITTED BY SPECIAL EXCEPTION AND TO ADD MIXED USE DWELLING AS A USE PERMITTED BY CONDITIONAL USE; SECTION 200-40 AREA AND BULK REGULATIONS FOR THE C-3 HIGHWAY COMMERCIAL DISTRICT TO ADD AREA AND BULK REQUIREMENTS FOR A MIXED USE DWELLING; SECTION 200-72.1 TO DELETE RESIDENTIAL USES AS A PERMITTED ADAPTIVE REUSE OF HISTORIC BUILDINGS AND STRUCTURES IN THE C-1 VILLAGE DISTRICT AND THE C-3 HIGHWAY COMMERCIAL DISTRICT; AMENDING SECTION 200-72.1 TO ADD A REVIEW ROLE FOR THE UPPER UWCHLAN TOWNSHIP HISTORICAL COMMISSION FOR PROPOSED ADAPTIVE REUSE APPLICATIONS; SECTION 200-73.G(2) TO ADD A PARKING REQUIREMENT FOR A MIXED USE DWELLING; SECTIONS 200-94.F, 200-94.S, 200-98.I(4) AND 200-98.I(5) TO AMEND CERTAIN REGULATIONS PERTAINING TO LIGHTING OF SIGNS AND AMENDING CHAPTER 162 OF THE UPPER UWCHLAN TOWNSHIP CODE TITLED, "SUBDIVISION

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AND LAND DEVELOPMENT" SECTION 162-58, TITLED "LIGHTING" TO AMEND CERTAIN LIGHTING STANDARDS.

BE IT ENACTED AND ORDAINED by the Board of Supervisors of Upper Uwchlan Township as follows:

SECTION 1. The Upper Uwchlan Township Zoning Ordinance, which is codified in Chapter 200 of the Upper Uwchlan Township Code, shall be amended as follows:

A. **Article II. Definitions. §200-7. Definitions and word usage.**

The definition of "SIGN, OUTDOOR ADVERTISING BILLBOARD" shall be amended as follows:

> "**SIGN, OUTDOOR ADVERTISING BILLBOARD**- A large sign intended to display one or more advertisements, whose area shall not exceed 700 square feet and whose height from grade to top of sign face is no greater than 30 feet. Such signs shall meet all provisions in § 200– 98.I."

B. **Article II. Definitions. §200-7. Definitions and word usage.**

The following definitions shall be added:

> **"MIXED USE DWELLING** - Dwelling unit(s) above or behind a non-residential use within the same building, physically separated from any other dwelling unit. Each unit has independent access to the outside, however, in some cases access may be accomplished by a common hallway in accordance with building codes and fire regulations. The outside access shall be separate from the access for the associated non-residential use."
>
> **"CULTURAL FACILITY**- a building which has as its primary purpose the advancement and preservation of art, music, theater, dance or any other arts or cultural discipline."

C. **Article VIII. C-1 Village District. § 200-33. Use regulations.**

For paragraph A. Uses by right.

> Delete (5) "Single-family detached dwelling, single-family semidetached dwelling, two-family dwelling and group home".

For paragraph B. Conditional uses.

> Delete (6) "Multiple-family dwellings" and replace with new (6) "Mixed use dwelling".

D. **Article VIII. C-1 Village District. § 200-34. Area and bulk regulations.**

Add a new section I. as follows:

"I. Mixed use dwellings. Buildings containing principal non-residential uses may also contain one (1) or more residential dwelling units which shall adhere to the following regulations in addition to compliance with the regulations in § 200-34.A through H:

A. The ground floor, or at a minimum the front portion thereof, shall be used for the principal non-residential use and the dwelling unit(s) shall be arranged to form an integral part of the remainder of the building. Specifically, residential and non-residential uses shall each comprise no less than thirty (30) percent of, nor greater than seventy (70) percent of the building's uses.

B. All dwelling units shall have a floor area of not less than six hundred (600) square feet.

C. The entrance to a dwelling unit may be shared with another dwelling unit or units but shall be independent of the entrance for the non-residential use or uses.

D. The parking required for each dwelling unit shall be provided in accordance with Article XV.

E. **Article X. C-3 Highway Commercial District. § 200-39. Use regulations.**

For paragraph B. Conditional uses:

Add a new section (12) as follows:

(12) "Mixed use dwelling".

For paragraph C. Special exceptions:

Delete (3) "Single-family detached, single-family semidetached, or two-family dwelling"; and

Delete (4) "Residential dwelling unit(s) including multiple-family dwellings located within the same building as and on a floor or floors above any permitted principal use(s).

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F. **Article X. C-3 Highway Commercial District. § 200-40. Area and bulk regulations.**

Add a new section H. as follows:

"H. Mixed use dwellings. Buildings containing principal non-residential uses may also contain one (1) or more residential dwelling units which shall adhere to the following regulations in addition to compliance with the regulations in § 200-40.A through G:

(1) The ground floor, or at a minimum the front portion thereof, shall be used for the principal non-residential use and the dwelling unit(s) shall be arranged to form an integral part of the remainder of the building. Specifically, residential and non-residential uses shall each comprise no less than thirty (30) percent of, nor greater than seventy (70) percent of the building's uses.

(2) All dwelling units shall have a floor area of not less than six hundred (600) square feet.

(3) The entrance to a dwelling unit may be shared with another dwelling unit or units but shall be independent of the entrance for the non-residential use or uses.

(4) The parking required for each dwelling unit shall be provided in accordance with Article XV.

G. **Article XIV. Supplemental Land Use Regulations. Section 200-72.1. Adaptive Reuse for Historic Preservation.**

Replace § 200-72.1 Adaptive reuse for historic preservation with the following new section:

"**§ 200-72.1. Adaptive reuse for historic preservation.**

Any identified historic structure located on a tract listed in the Historic Resources Inventory of Upper Uwchlan Township, as may be amended from time to time, may be adaptively reused for purposes of viable ongoing preservation of the historic property, subject to the following regulations:

A. Adaptive reuse permitted by right.

(1) In the C-1, C-2, C-3, LI and PI Zoning Districts. Adaptive reuse opportunities by right, where not already permitted in the underlying base zoning district, may include but are not limited to the following:

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(a) Home occupation; professional or business office; cultural studio; day-care center; bed-and-breakfast; and other uses of a similar nature and similar community impact.

(2) In the R-1, R-2, R-3 and R-4 Zoning Districts. Adaptive re-use opportunities by right, where not already permitted in the underlying base zoning district, may include home occupation and no-impact home-based businesses subject to the specific requirements set forth in § 200-62.B.(4).

B. Adaptive reuse permitted subject to conditional use approval upon review and recommendation of the Upper Uwchlan Township Historical Commission. Where approved by the Board of Supervisors as a conditional use in accordance with §§ 200-116 and 200-117 and the standards set forth herein:

(1) In the R-1, R-2, R-3 and R4 Zoning Districts:

(a) Professional or business office; cultural studio; day-care center ; bed-and-breakfast; and other uses of a similar nature and similar community impact.

(b) Multiple-family dwellings subject to the specific requirements set forth in Subsection D.

(2) In any Zoning District, adaptive reuse of any structure as an additional principal use otherwise permitted pursuant to the base zoning provisions or the additional uses permitted under this section, on the same lot as any other permitted principal use.

C. Modifications to area and bulk regulations otherwise in effect. The area and bulk regulations of the district within which the property is located shall apply to both principal and accessory structures, except that otherwise applicable area and bulk regulations may be modified upon review by the Historical Commission and where approved by the Board of Supervisors as a conditional use subject to the following:

(1) Applicable lot area, lot dimension, or yard requirements for plans affecting adaptive reuse of existing structures and permitted additions or additional structures on historic properties may be modified a maximum of 50%, unless greater modification may be permitted for an existing nonconforming structure.

(2) In all cases, such modifications may be permitted to reduce otherwise applicable requirements to the minimum degree necessary to accommodate proposed plan(s) for adaptive reuse.

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D. Specific requirements for adaptive reuse for multiple-family dwellings.

(1) Each proposed multiple-family dwelling unit shall have a minimum floor area of 600 square feet unless a reduction in floor area to not less than 400 square feet is approved by conditional use approval.

(2) Individual dwelling units may be sold as separately owned units, e.g., "condos" or may be held in common ownership as rental units.

(3) Where any elements of the parcel subject to subdivision and land development are to be held in common, including open space and stormwater management facilities, an association shall be formed to manage any such elements, and the declaration of such association shall be subject to review and approval of the Township Solicitor as part of the land development application.

(4) Existing structural footprints shall not be extended or enlarged, except to add detached and attached accessory garages, storage areas, outdoor patios and covered terraces. Alterations to existing buildings may also be made to provide for new points of entry to facilitate direct access to individual dwelling units. All such alterations shall be subject to conformance with stormwater management regulation or any other regulation applicable at the time of the proposed alteration(s) and shall be compatible with the historical architectural context of the existing historic structures. Alteration(s) of existing facades as viewed from any public street shall be subject to conditional use approval upon the review and recommendation of the Upper Uwchlan Township Historical Commission.

(5) A landscaped buffer area, providing for a diffused visual screen, of a minimum of 10 feet in width shall be provided along any lot line which abuts a single-family detached dwelling. Existing woodlands and hedgerows shall be considered sufficient to meet buffer requirements. The landscaped buffer area may be occupied by reserve sewage disposal areas, utility crossings, access drives, excluding parking areas, or other facilities required for the adaptive reuse of the historical property, excepting buildings.

(6) Fire Lanes as required by § 200-76 are not required if, as determined by the Township Engineer, adequate fire access exists and is compliant with applicable building and/or fire codes.

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H. **Article XV. Common Regulations. §200-73. Parking**.

Subparagraph G(2) shall be amended to add the following parking requirement for a mixed use dwelling:

Land Use Description	**Parking Supply**
Dwelling unit within a mixed use dwelling with greater than 3 bedrooms	3.0 spaces per dwelling unit
Dwelling unit within a mixed use dwelling with 3 bedrooms	2.5 spaces per dwelling unit
Dwelling unit within a mixed use dwelling with 2 or less bedrooms	2.0 spaces per dwelling unit

I. **Article XVI. Signs. § 200-94. Regulations applicable to all signs.**

Subparagraph F shall be amended as follows:

> "No commercial building in any residential district including multiple-family dwellings and apartments shall have signage that is internally illuminated, or externally illuminated by such means as neon, strip, floodlighting or spot lighting."

J. **Article XVI. Signs. § 200-94. Regulations applicable to all signs.**

Subparagraph S shall be amended as follows:

> "No sign shall have flashing lights, nor shall artificial light or any reflecting device interfere with or compete for attention with a traffic signal or create a visual nuisance. All illuminated signs as allowed by this article shall be consistent with the lighting requirements of § 162–58 of Chapter 162, Subdivision and Land Development, and all other applicable ordinances."

K. **Article XVI. Signs. § 200-98. Signs in commercial, limited industrial and planned industrial/office districts.**

Subparagraph I(4) shall be amended to add the following sentence at the end of the existing language:

> "Internally illuminated signs shall have sources that do not exceed 3000K with sign face in all white mode."

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L. **Article XVI. Signs. § 200-98. Signs in commercial, limited industrial and planned industrial/office districts.**

Subparagraph I(5) shall be amended to add the following sentence at the end of the existing language:

> "Internally illuminated signs shall have the ability to be dimmed in the event the Township determines they do not comply with the standards in this Article."

SECTION 2. The Upper Uwchlan Township Subdivision and Land Development Ordinance, which is codified in Chapter 162 of the Upper Uwchlan Township Code, shall be amended as follows:

A. **Article VI. Development Design Standards. § 162-58. Lighting shall be amended as follows:**

"**§162-58. Lighting.**

A. Purposes.

(1) To require and set minimum standards for outdoor lighting to provide lighting in outdoor public places where public health, safety and welfare are potential concerns.

(2) To protect drivers and pedestrians from the glare of nonvehicular light sources that shine into their eyes and thereby impair safe traverse.

(3) To protect neighbors and the night sky from nuisance glare and stray light from poorly aimed, placed, applied, maintained or shielded light sources.

(4) To provide for outdoor lighting in a manner consistent with Township objectives to protect and retain desired character.

B. Applicability.

(1) Unless otherwise approved by the Township, outdoor lighting shall be required for all uses where necessary to provide for public safety and personal security during hours of darkness where there is public assembly and traverse, including but not limited to the following uses: multifamily residential, commercial, industrial, public-recreational and institutional.

(2) The glare-control requirements contained herein shall apply to lighting in all above-mentioned uses as well as, but not limited to, signs, architectural lighting, landscape lighting, and residential lighting.

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C. Criteria.

(1) Illumination levels. Lighting, where required or permitted by this chapter, shall have intensities and uniformity ratios in accordance with the current recommended practices of the Illuminating Engineering Society of North America (IESNA) as contained in the IESNA Lighting Handbook, as amended from time to time, including but not limited to the following examples:

Use/Task	**Maintained Footcandles**
Streets:	
Local commercial	0.9 Avg.
Residential	0.4 Avg.
Parking: multifamily residential	
Low vehicular/pedestrian activity	0.2 Min.
Medium vehicular/pedestrian activity	0.6 Min.
Parking: industrial/commercial/ institutional/municipal	
High activity, e.g., regional shopping, fast food, major event venues	0.9 Min.
Medium activity, e.g., community shopping, office parks, hospitals, commuter lots, cultural/civic/recreational events	0.6 Min.
Low activity, e.g., neighborhood shopping, industrial employment, schools, churches	0.2 Min.
Sidewalks	0.5 Avg.
Building entrances: commercial/industrial/ institutional	5.0 Avg.
Spectator sport safe pedestrian exit [Subsection G(1)(e)]	1.0 Min.

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NOTES:

1) Illumination levels are maintained horizontal footcandles on the task, e.g., pavement or area surface.

2) Uniformity ratios dictate that average illuminance values shall not exceed minimum values by more than the product of the minimum value and the specified ratio; e.g., for commercial parking high activity, the average footcandles shall not be in excess of 3.6 (0.9 by 4).

(2) Lighting fixture design.

(a) Fixtures shall be of a type and design appropriate to the specific lighting application.

(b) For lighting horizontal tasks such as roadways, sidewalks, entrances and parking areas, fixtures shall meet "full-cutoff" criteria (no light output emitted above 90° and no more than 10% of lumen output emitted in the 80 to 90 zone, at all lateral angles around the fixture).

(c) The use of floodlighting, spotlighting, wall-mounted fixtures, decorative globes and spheres and other fixtures not meeting IESNA "full-cutoff" criteria shall be permitted only with the approval of the Township, based upon applicability in retaining the desired character of the Township and achievement of acceptable glare control.

(d) Where requested by the Township, all fixtures shall be equipped with or be modified to incorporate light directing and/or shielding devices such as shields, visors, starts, or hoods to redirect offending light distribution and/or reduce direct or reflected glare.

(e) For residential applications, omnidirectional fixtures (e.g., post top, wall bracket, wall pack, globe and sphere) shall have a cumulative lamp output per fixture not to exceed 40 watts incandescent or 6 watts LED.

(f) Unshielded fixtures, such as NEMA-heads, "barn lights" or "dusk-to-dawn lights," shall not be permitted where their light output and/or glare intrudes into other uses, unless fitted with a reflector or shielding to render them full-cutoff.

(g) Theme lighting, as a supplement to regular site lighting, is encouraged in the Township villages and in new residential or commercial developments, subject to Township approval. Theme lights shall have good shielding and lamp-hiding qualities to be of low

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brightness or lamped with the lowest possible wattage bulb so as not to produce distracting and potentially hazardous glare at night.

(h) LED light sources shall have a correlated color temperature (CCT) that does not exceed 3000K in commercial and industrial districts and does not exceed 2700K in residential districts and for residential uses.

(3) Control of glare.

(a) All outdoor lighting, whether or not required by this chapter, on private, residential, commercial, industrial, recreational or institutional property shall be aimed, located, designed, fitted and maintained so as not to present a hazard to drivers or pedestrians by impairing their ability to safely traverse and so as not to create a nuisance by projecting or reflecting objectionable light onto a neighboring use or property. All outdoor lighting shall comply with Subsection C(3)(i) of this section.

(b) All outdoor lighting fixtures shall be shielded in such a manner that the edge of the shield shall be level with or below the light source, so that direct light emitted above the horizontal is eliminated. Modification of this standard may be permitted for Theme Lighting or for outdoor residential lighting fixtures not exceeding 1,000 lumens, measured at the source(s) of light, where the Township is satisfied that the objectives of Subsection C(3) are not otherwise compromised. Where applicable, approval of such modification shall be subject to the provisions of § 200-79B of Chapter 200, Zoning.

(c) Floodlights and spotlights shall be so installed or aimed that they do not project their output into the windows of neighboring residences, adjacent uses, skyward or onto a public roadway.

(d) Unless otherwise allowed or limited by the Township (e.g., for safety or security or all-night operations), lighting for commercial, industrial, public recreational and institutional applications shall be controlled by automatic switching devices (such as time clocks or combination motion detectors and photocells) to extinguish outdoor lighting fixtures during the hours of 11:00 p.m. and dawn, or to only have lighting on when motion is detected, in order to mitigate glare and sky-lighting consequences. Time clocks shall have astronomic dials that track daylight hours shifts, and capacitor or battery backup to preserve clock settings in the event of a power outage.

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(e) Lighting proposed for use after 11:00 p.m., or after the normal hours of operation, for commercial, industrial, or institutional applications shall be reduced by extinguishing 75% of luminaires, or dimming their light output by 75% from then until dawn unless supporting a specific purpose and approved by the Township.

(f) All illumination for buildings and/or surrounding landscapes for decorative, advertising or aesthetic purposes between 11:00 p.m. and sunrise shall be by permit, except that such lighting situated on the premises of a commercial establishment may remain illuminated while the establishment is actually open for business, and until one hour after closing.

(g) Light output for flagpole lighting may not cumulatively exceed 10,000 lumens, measured at the source(s) of light.

(h) Vegetative screens shall not be employed to serve as the primary means for controlling glare. Rather, glare control shall be achieved primarily through the use of such means as full-cutoff fixtures, shields and baffles, and appropriate application of fixture mounting height, wattage, aiming angle and fixture placement.

(i) The intensity of illumination projected onto a residential use from another property shall not exceed 0.1 vertical footcandle, measured line-of-sight at the property line.

(j) All illumination for signs shall comply with the provisions in the Zoning Ordinance.

(k) Except as specifically approved by the Township, fixtures meeting IESNA "full-cutoff" criteria shall not be mounted in excess of 20 feet above finished grade, and fixtures not meeting IESNA "full-cutoff" criteria shall not be mounted in excess of 16 feet above grade.

(l) Directional fixtures for such applications as facade, fountain feature and landscape illumination shall be aimed so as not to project their output beyond the objects intended to be illuminated, and shall be extinguished between the hours of 11:00 p. m. and dawn unless allowed by the Township.

(m) Canopy lighting, e.g., for service stations, fuel dispensing facilities and bank drive-ups, shall be accomplished using flat-lens full-cutoff downlighting fixtures, shielded in such a manner that the edge of the fixture shield shall be level with or below the light source envelope.

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(n) The use of white strobe lighting for tall structures such as smokestacks, chimneys and radio/communications/television towers is prohibited, except as otherwise required under Federal Aviation Administration regulations.

(o) Wall-mounted luminaires shall not be used to provide area lighting unless it can be demonstrated to the satisfaction of the Township that pole-mounted lighting would not be possible.

(4) Installation.

(a) For new and replacement installations, electrical feeds for fixtures mounted on poles shall be run underground, not overhead.

(b) Poles supporting lighting fixtures for the illumination of parking areas and located directly behind parking spaces shall be placed a minimum of five feet outside paved area, or on concrete pedestals at least 30 inches high above the pavement, or suitably protected from potential vehicular impact by other approved means.

(c) Lighting fixtures shall not be mounted in excess of 20 feet above the finished grade of the surface being illuminated by that fixture, regardless of any difference in elevation of the grade where the pole supporting the lighting fixture is located. Where parking consists of 100 or more contiguous spaces the Township may consider permitting a luminaire mounting height not exceeding 25 feet above finished grade.

(5) Maintenance. Lighting fixtures and ancillary equipment shall be maintained so as always to meet the performance requirements of this chapter and be in acceptable aesthetic condition.

D. Plan submission.

(1) Lighting plans shall be submitted to the Township for review and approval with any preliminary and/or final subdivision land development plan submission and with any conditional use, special exception, or variance application where applicable, and shall include:

(a) A site plan showing: all structures, parking spaces, building entrances, traffic areas (both vehicular and pedestrian), and vegetation that might interfere with lighting; adjacent use(s) that might be adversely impacted by lighting, and a layout of all proposed fixtures by location and type. Included shall be not only area lighting but also architectural lighting, theme lighting, landscape lighting, building lighting, etc.

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(b) Ten (10) feet by ten (10) feet maintained illuminance grid (point-by-point) plot, taken out to 0.0 footcandles, which demonstrates compliance with the intensity, uniformity, and light-trespass requirements as set forth in this chapter. The maintenance (light-loss) factor used in calculating the illuminance levels shall be documented on the lighting plan.

(c) Description of the proposed lighting equipment, including fixture and pole catalog cuts, a Statistical Area Summary listing minimum, average and maximum plotted values by area, maximum to minimum uniformity ratios, photometrics of luminaires, plots of predicted illuminance values, including any off-site light trespass, glare reduction devices, lamps, LED correlated color temperatures, light depreciation values used in the plotted illuminances, on/off control devices, luminaire mounting heights, pole foundation details and the names of the .ies files used to generate the plotted illuminance values.

(2) The Building Code Officer may require submission of lighting plans for review and approval by the Township, as stipulated above, with any building permit application for other than single-family residential use.

(3) When requested by the Township, applicant shall also submit a visual impact plan that demonstrates appropriate steps have been taken to mitigate on-site and off-site glare and retain the character the Township is attempting to achieve.

(4) The following note shall be placed on the lighting plan: "Post approval alterations to lighting plans or intended substitutions for approved lighting equipment shall be submitted to the Township for review and approval prior to installation."

E. Post installation inspection. The following note shall be placed on any required lighting plan: "The Township reserves the right to conduct post installation nighttime inspections to verify compliance with the commitments made on the approved lighting plan, and, if appropriate, to require remedial action at no expense to the Township."

F. Residential development fixture placement. Where required by this chapter, street lighting fixtures shall be installed in residential developments and placed at the discretion of the Township.

(1) At the intersection of public roads with entrance roads to the proposed development.

(2) Intersections involving proposed public or nonpublic major-thoroughfare roads within the proposed development.

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G. General standards for recreational lighting.

(1) The use of outdoor recreational facilities during hours of darkness is permitted or denied strictly at the discretion of the Township. Where the use of such facilities is specifically allowed by the Township, the lighting shall comply with the following requirements:

(a) No outdoor recreational lighting fixtures shall be mounted within 500 feet of any residence, except for the minimum lighting needed to promote safety. Fixture output shall not be directed toward any residence nor, to the extent possible, shall light-emitting fixture elements (lamps and reflectors) be visible from any residence.

(b) Lighting shall be accomplished only through the use of "full-cutoff" fixtures or as otherwise approved by the Township based upon acceptable glare and light trespass control.

(c) The light trespass requirements contained in Subsection C(3)(i) of this chapter shall apply.

(d) When requested by the Township, applicant shall submit a visual impact plan that demonstrates appropriate steps have been taken to mitigate on- and off-site glare and light trespass.

(e) Recreational users shall schedule events so that they end by 9:30 p.m. All lighting shall be extinguished by 9:30 p.m. except that lighting required to permit safe exit from the facility.

(f) Commercial, outdoor recreation uses (e.g., golf driving ranges, trap shooting facilities) shall be illuminated consistent with Subsection G(2) of this section; such illumination shall be extinguished by 9:30 p.m.

(2) Mounting heights. Mounting heights for outdoor recreational lighting shall be generally in accordance with league regulations. However, in all cases mounting heights shall not exceed the following maximums:

Sport	**Maximum Mounting Height (feet)**
Basketball	20
Field sports	70
Miniature golf	20
Tennis	30
Track	20

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H. Temporary lighting.

(1) Temporary lighting shall comply with the provisions of this chapter.

(2) Temporary lighting that does not comply with the provisions of this chapter shall be allowed by permit only."

SECTION 3. Severability. If any sentence, clause, section, or part of this Ordinance is for any reason found to be unconstitutional, illegal or invalid, such unconstitutionality, illegality or invalidity shall not affect or impair any of the remaining provisions, sentences, clauses, sections, or parts hereof. It is hereby declared as the intent of the Board of Supervisors that this Ordinance would have been adopted had such unconstitutional, illegal or invalid sentence, clause, section or part thereof not been included herein.

SECTION 4. Repealer. All ordinances or parts of ordinances conflicting with any provision of this Ordinance are hereby repealed insofar as the same affects this Ordinance.

SECTION 5. Effective Date. This Ordinance shall become effective in five days from the date of adoption.

ENACTED AND ORDAINED this _____day of _____, 2020.

ATTEST:

UPPER UWCHLAN TOWNSHIP
BOARD OF SUPERVISORS

_____
Gwen A. Jonik, Township Secretary

_____
Sandra M. D'Amico, Chair

_____
Jamie W. Goncharoff, Vice-Chair

_____
Jennifer F. Baxter, Member

DRAFT

UPPER UWCHLAN TOWNSHIP

MEMORANDUM

ADMINISTRATION

TO: UPPER UWCHLAN TOWNSHIP BOARD OF SUPERVISORS

FROM: Tony Scheivert, Township Manager

SUBJECT: Township Manager's Report

DATE: June 9th, 2020

COVID-19 Re-Opening

Currently staff is working on a rotating basis with four staff members working Monday and Wednesday in the office, three working Tuesday and Thursday in the office and then two staff members in the office on Friday. All staff members not in the office are working from home on those days. The Code Department is coming in as needed and working on inspections and permit reviews as they normally do.

Park Road Trail

We are still working with McMahon Associates and the contractor to address punch list items. The items on the list include drainage, erosion and re-seeding. This process has been slowed down by the shut down due to COVID-19.

Township Building Expansion

Township staff and Boyle staff are working with the General Contractor on wrapping up punch list items. We are discovering a few new items as we move in and start using the building day to day. We hope to have the punch list items wrapped up by the end of June

Resolutions

We will be discussing one resolution at the workshop on June 9th.

- **Outdoor Seating Resolution –** This is an emergency resolution allowing outdoor seating for 90 days without going through the normal conditional use process. With restrictions being lifted and restaurants allowed to offer outdoor seating, we are looking to allow our restaurant owners the ability to offer outdoor seating if they choose. We are requiring that restaurants interested in outdoor seating send us drawings of new layout and confirm the necessary parking will still be available. All interested parties will also need to comply with LCB regulations and all CDC guidelines to be able to operate.

Zoning Hearing Board

The Zoning Hearing Board will consider one application at their upcoming meeting on June 24th.

- 311 Little Conestoga Road – The applicant is requesting relief from the front yard set back provisions of Section 200-18.C(1), (2) and (3) of the Upper Uwchlan Zoning Ordinance in order to improve a single family home situated on an interior lot with the a two car garage, a breezeway, laundry room and study addition.

Verizon and Comcast Franchise Fee Negotiations

The Cohen Group is still leading negotiations for a group of 26 Municipalities with respect to the Verizon agreement. Hopefully this will be completed by the end of the summer. I have been in contact with Dan Cohen, principal at the Cohen Group, about our Comcast agreement. There were hopes that this could be a collaborative project as well, but it seems most Municipalities Comcast contracts are not up for a few years. I will have a proposal from the Cohen group for review on June 9th and possible execution on the 15th of June.