

RESOLUTION SLD #14-04(P)

**LIMERICK TOWNSHIP
MONTGOMERY COUNTY, PENNSYLVANIA**

**RESOLUTION TO GRANT PRELIMINARY
APPROVAL TO A PLAN SUBMITTED BY
COUNTRY CLUB VIEWS II, LLC FOR EIGHTY-
FOUR (84) MULTI-FAMILY DWELLING UNITS
KNOWN AS COUNTRY CLUB VIEWS.**

WHEREAS, Country Club Views II, LLC (hereinafter, the "Applicant") has requested preliminary approval for its plan, Country Club Views - Preliminary Plan, which was prepared by Bursich Associates, Inc., and dated May 29, 2014 (hereinafter, the "Plans"); and

WHEREAS, the subject property is owned by the Springford Country Club; and

WHEREAS, the subject property contains approximately 26.9 acres of ground in the R-4 Medium-High Density Residential zoning district, and is located on the east side of Country Club Road and the west side of Royersford Road; and

WHEREAS, the subject property has been designated as Parcel No. 37-00-00628-10-9 by the Montgomery County Board of Assessment Appeals, and constitutes Block 053, Unit 35 in Limerick Township; and

WHEREAS, the project consists of eighty-four (84) multi-family "quad" dwellings; and

WHEREAS, the Plans are now before the Limerick Township Board of Supervisors.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

Conditions. The Limerick Township Board of Supervisors hereby grants preliminary approval to the Plans, subject to the following conditions:

1. Compliance with all conditions and comments set forth in the Pennoni Associates, Inc. review letters dated July 15, 2014 and July 21, 2014, including any and all references to prior review letters;
2. Compliance with all conditions and comments set forth in the Traffic Planning and Design, Inc. review letter dated July 17, 2014, including any and all references to prior review letters;
3. Compliance with all conditions and comments set forth in the Township Fire, Safety and Code Department review letter dated July 16, 2014, including any and all references to prior review letters;
4. Compliance with all conditions and comments set forth in the Simone Collins review letter dated July 23, 2014, including any and all references to prior review letters;

5. Compliance with all conditions and comments set forth in the Montgomery County Planning Commission review letter dated July 2, 2014, including any and all references to prior review letters;
6. Compliance with all of the conditions as recommended by the Limerick Township Planning Commission at its meeting held on July 24, 2014;
7. Prior to the recording of the final plan, the Applicant shall provide financial security to the Township for the bridge crossing the Mingo Creek. Such financial security shall be in a form satisfactory to the Township Solicitor, and shall be in an amount equal to 150% of the estimated cost of the bridge, as determined by the Township Engineer, in his sole discretion. The estimated cost of the bridge shall include all hard and soft costs including, without limitation, all costs associated with surveying, design engineering, permitting and construction.
8. Prior to the recording of the final plan, the Applicant and the legal, titled owner of the Property at the time the Plans are recorded shall enter into an escrow and development agreement with Limerick Township, and shall provide financial security to Limerick Township, to ensure that the public improvements will be built to the Township's satisfaction. The escrow and development agreement shall be in a form satisfactory to the Township Solicitor, and the escrow shall be in an amount satisfactory to the Township Engineer. The escrow and development agreement shall include provisions allowing the Township to control the timing of the installation and provisions to cover the cost of escalation. The financial security shall be, in form and substance, satisfactory to the Township Solicitor;
9. Prior to the recording of the final plan, the Applicant shall obtain the Township Solicitor's prior, written approval of all documents related to the creation of the homeowners association, and the governance thereof. The private agreement(s) establishing and governing the homeowners association shall include provisions concerning the ownership of the common elements including, without limitation, open space, recreation, sewer, water and stormwater management facilities. Such provisions shall be acceptable to the Board of Supervisors, upon recommendation of the Township Solicitor. Such private agreement(s) shall comply with the Code of Limerick Township, Chapter 184, Zoning, Section 184-67(a) and (b), as amended.
10. No structures, buildings or any other item shall be constructed, stored or placed within the fifty foot (50') wide buffer area depicted on the Plans, and a note to that effect shall be placed on the record plans;
11. The trails depicted on the Plans shall be open to use by the general public, and a note to that effect shall be placed on the record plans. Pedestrian access easements granting the general public access to the trails shall be prepared in a form satisfactory to the Township Solicitor and executed by the Applicant prior to the recording of the final plan. The homeowners association shall be responsible for the maintenance of the trails;

12. The Plans shall depict an emergency access easement within a portion of the trail easement for the purpose of providing access to emergency vehicles. This emergency access shall be maintained by the homeowners association. Prior to the recording of the final plans, the applicant shall provide Limerick Township with a deed of easement granting this access to the Township. The deed of easement shall be in a form satisfactory to the Township Solicitor.
13. This land development plan is conditioned upon all of the buildings to be built being connected to public sewer;
14. The Applicant shall comply with all requirements of Pennsylvania American Water Authority for the provision of public water;
15. The Applicant and its successors and assigns shall be bound by the terms of the Declaration of Restrictive Covenant Relating to Multi-Family Housing, dated December 18, 2012, and the First Amendment to Declaration of Restrictive Covenant Relating to Multi-Family Housing, dated August 4, 2014;
16. Prior to the recording of the final plan, the Applicant shall provide the Township with an executed deed of dedication for the area between the ultimate right-of-way and the title line along Country Club Road and Royersford Road, which deed of dedication shall be in a form satisfactory to the Township Solicitor;
17. The Applicant must obtain any necessary approvals and reviews from the Township Traffic Engineer, Montgomery County Conservation District, Montgomery County Health Department, Pennsylvania DEP, PennDOT, US Army Corps of Engineers, and any necessary planning modules and any necessary permits, including an NPDES permit and Highway Occupancy Permit prior to the recording of the final plan;
18. Prior to the recording of the final plan, the Applicant must complete all easements and corresponding maintenance and sewer agreements, if any, in a form satisfactory to the Township Solicitor;
19. Prior to the recording of the final plan, the Applicant shall pay all outstanding Township fees, fees for the Township Engineer, and fees for the Township Solicitor associated with the review and approval of the Application; and
20. This Preliminary Plan approval shall not constitute the granting of any waivers or deferrals. All requested waivers and deferrals will be considered at the time of Final Plan approval. If the Plan is not compliant with the Township's Zoning Ordinance or its Subdivision and Land Development Ordinance, then this Approval does not grant permission for said non-compliance because at the time of Final Plan approval, the Township will either permit the non-compliances by waivers or will deny the waiver request and, possibly, deny the Final Plan.


Acceptance. The Conditions set forth above shall be accepted by the Applicant(s), in writing, within ten (10) days from the date of receipt of this Resolution. In the event that the Resolution is not delivered to the Township within ten (10) days from receipt, it shall be deemed that the Applicant does not accept these conditions, and approvals conditioned upon this acceptance are revoked, and the Application shall be considered to be denied for the reasons set forth in the review letters listed hereinabove.

Effective Date. This Resolution shall become effective on the date upon which the Conditions are approved by the Board. Upon failure of the Applicant to accept these Conditions within ten (10) days of the Board's action, this Resolution shall be null and void and of no effect and the Applicant shall be deemed to be denied.

Compliance with the above conditions must be certified by the Township Engineer prior to the signing of the record plans.

ADOPTED this SECOND day of SEPTEMBER, A.D., 2014.

**LIMERICK TOWNSHIP
BOARD OF SUPERVISORS**


D. Elaine DeWan, Chairman

ATTEST:


Daniel K. Kerr
Township Manager

ACCEPTANCE

The undersigned states that they are authorized to execute this Acceptance on behalf of the Applicants and the owner of the Property which is the subject matter of this Resolution, that they have reviewed the Conditions imposed by the Board of Supervisors in the foregoing Resolution and that they accept the Conditions on behalf of the Applicants and the owner and agree to be bound thereto. This Acceptance is made subject to the penalties of 18 Pa. C.S.A. Section 4904 relating to unsworn falsifications to authorities.

APPLICANT

COUNTRY CLUB VIEWS II, LLC

Date: 8/29/14

By:



David J. Eckhart, Partner
Printed Name and Title

OWNER

SPRINGFORD COUNTRY CLUB

Date: 8/29/14

By:


Aaron Johns, President
Printed Name and Title

LIMERICK TOWNSHIP
APPLICATION FOR SUBDIVISION AND/OR LAND DEVELOPMENT REVIEW

TYPE OF SUBMISSION: ☐ SUBDIVISION ☒ LAND DEVELOPMENT
PHASE OF SUBMISSION: ☒ PRELIMINARY ☐ FINAL

1. Applicant(s)

a. Name(s): Country Club Views II, LLC

b. Address(s): 886 Vaughn Road
Pottstown, PA 19465

c. Phone: 610-326-4900 Fax: _____ E-Mail: David.Eckhart@comcast.net
dlgroup1td@aol.com

2. Record Owner(s)

a. Name(s): Spring Ford Country Club

b. Address(s): 48 Country Club Road
Royersford, PA 19468

c. Phone: _____ Fax: _____ E-Mail: _____

3. Location of Property (Address & Street Name, if any): _____
Country Club Road & Royersford Road

4. Applicant's Interest In Property:

Fee Owner _____ Equitable Owner X Agent _____

5. Name of Subdivision or Land Development Project:

Country Club Views

Plan ID B137240-00 No. of Pages _____

Size of Property (Sq. Ft. / Acreage): 26.9 Ac.

6. Zoning District(s): R-4 Medium Density Residential

7. Parcel Numbers(s): 37-00-00628-001 (Weaver Tract)

8. Engineer(s) or Surveyor(s)*:

a. Name(s): Nicholas E. Feola, P.E.

b. Address(s): c/o Bursich Associates, Inc.

2129 E. High St., Pottstown, PA 19464

c. Phone: 610-323-4040 Fax: 610-323-8240 E-Mail: nick.feola@bursich.com

*Attach an additional sheet, if necessary

9. Brief Description of Subdivision and/or Land Development Project and Relief Sought:

Construction of 84 single family dwelling units in "Quad" buildings on 26.9 Ac.

10. a. If Proposal is for a SUBDIVISION ONLY:

No. of Existing Lots: 1

No. of New Lots: 0

Total Lots: 1

b. If Proposal is for a SUBDIVISION AND/OR LAND DEVELOPMENT: N/A

Floor Area of Existing Bldg.: _____ sq.ft.

Floor Area of Proposed Bldg.: _____ sq.ft.

Coverage of Existing Bldg.: _____ sq.ft.

Coverage of Proposed Bldg.: _____ sq.ft.

Use: Residential X

Commercial

Industrial

11. Water: Public X Private Other

12. Sewer: Public X Individual On-Lot Community

If on-Lot, specify type:

13. Name, address telephone number of attorney, if any:

Michael E. Roynan, Esq.

Stradley Ronan Stevens & Young, LLP

30 Valley Stream Parkway, Malvern, PA 19355

610-640-5805 ; MRoynan@Stradley.com

14. Person(s) appointed or designated by Applicant and/or Owner as an authorized representative to make requests upon and receive any and all information and communications from Township relative to the Plans: *(Applicant must notify Township, in writing of any changes of the authorized designee.)*

a. Name(s): David Eckhart ; Gregory Dinnocenti c/o Country Club Views II, LLC

b. Address(s): 886 Vaughn Road

Pottstown, PA 19465

c. Phone: 610-326-4900 Fax: E-Mail: David.Eckhart@comcast.net
dlgrouppltd@aol.com

15. Billing Information:

a. Name(s): same as #14

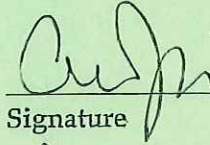
b. Address(s):

c. Phone: Fax: E-Mail:

VERIFICATION

The person(s) whose name appears below does hereby certify that they are authorized to execute the Application, that they have reviewed the responses to the Application and the attachments to it, and that all the facts set forth therein are true and correct to the best of their knowledge, information and belief. This Verification is made subject to the penalties of 18 Pa. C.S.A. Section 4904 relating to unsworn falsifications to authorities.

OWNER(S)


Signature

AARON JOHNS
Printed Name

President
Title

5-28-2014
Date

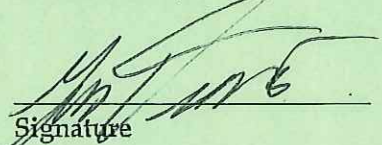
Signature

Printed Name

Title

Date

APPLICANT(S)


Signature

Gregory Dinnocenti
Printed Name

Developer/Builder
Title

5/28/14
Date

Signature

Printed Name

Title

Date

FOR COMPLETION BY TOWNSHIP

Received By: _____

Date Received: _____

Township Fee: _____ T

Township Escrow: _____

County Fee: _____ 9

90-day review expires: _____

LIMERICK TOWNSHIP
CASH ESCROW AGREEMENT

DEVELOPER NAME: Country Club Views II, LLC
ADDRESS: 886 Vaughn Road
Pottstown, PA 19465
NAME OF DEVELOPMENT: Country Club Views

REVIEW ESCROW AMOUNT: \$ 7,500.00 DATE: _____

Developer has submitted to Limerick Township subdivision and/or land development plans relating to the above development. Pursuant to the provisions of the Pennsylvania Municipalities Planning Code (MPC), Limerick Township has established by Resolution schedule of fees for review of plans submitted for subdivision and/or land development processing. The schedule is attached to this Agreement as Exhibit "A". These fees are designed to offset the reasonable and necessary expenses incurred by the Township for processing the plans and for review and report by the township's professional consultants, including but not limited to the Township Engineer's and the Township Solicitor. The Supervisors have determined that consultant fees are reasonable and in accordance with the ordinary and customary charges by the Township consultants for similar service, in the community and are equal to the fees charged by the consultants to the Township which are not reimbursed or otherwise imposed on applicants.

To offset the charges and fees to be incurred by the Township, including engineering, legal and administrative costs and expenses Developer shall deposit with Township the review escrow amount stated above. Township shall hold such amount, without interest to Developer. Township shall not be required to hold the funds in a separate account but may commingle the funds with other funds held by the Township for similar purposes.

Township shall deduct from the escrow account all fees and costs that it incurs. Township will provide Developer with monthly statements of all deductions from the account. Developer shall restore the full amount of the escrow within fifteen (15) days from the date of such notice. In the event the account is not restored within this time, a ten percent (10%) late charge on the deficiency shall be imposed and processing and review of the plan shall be suspended until the account is made current. Developer shall remain responsible for payment of all amounts in excess of the review escrow amount regardless of the balance within the account.

The escrow account shall be terminated and all funds remaining therein shall be returned to Developer within sixty (60) days of the recording of the plans following approval, within thirty (30) days following denial of the plans by the Board of Supervisors; or, within thirty (30) days following withdrawal of the plans by Developer.

Neither this Agreement nor the funds within the escrow account established pursuant to its terms may be assigned or transferred by Developer without the written consent of Township. No transfer shall relieve Developer of the duties and responsibilities of this Agreement which shall be binding upon Developer, its successors and assigns.

ANY VIOLATION OR BREACH OF THE TERMS OF THIS AGREEMENT BY DEVELOPER SHALL BE SUFFICIENT GROUNDS FOR THE DENIAL OF ANY APPLICATION FOR PLAN APPROVAL SUBMITTED IN CONNECTION HEREWITH.

Developer:

By: Gregory Dinnoce
Title: Developer/Builder

Limerick Township:

By: _____
Title: _____

PERMISSION TO ACCESS PROPERTY
SUBJECT TO SUBDIVISION AND LAND DEVELOPMENT

DATE: _____

TO: Limerick Township

FROM: Country Club Views II, LLC
(Name(s) of Applicant(s))

886 Vaughn Road
(Address)

Pottstown, PA 19465

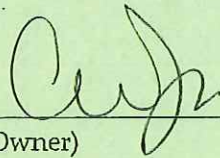
PLAN NAME: Country Club Views

PROPERTY ADDRESS: 26.98 Ac. - 48 Country Club Road, Royersford Rd.
Royersford, PA 19468

The owner(s) of the subject property hereby grants Limerick Township, its agents and/or representatives, permission to enter the above referenced property for the purposes of inspecting and measuring, surveying, photographing, testing or sampling the property for the purpose of obtaining the information required in order to review the plan as requested by the applicant.

(Owner)

Name (Printed)


(Owner)

AARON JOHNS
Name (Printed)