IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF PENNSYLVANIA

DILLSBURG VENTURES, LLC,	:	
Plaintiff	:	
v.	:	**NO. 1:10-CV-275**
	:	**(Chief Judge Christopher C. Conner)**
CARROLL TOWNSHIP,	:	
YORK COUNTY,	:	**FILED ELECTRONICALLY**
Defendant	:	

SETTLEMENT AGREEMENT

This Settlement Agreement (**"Agreement"**) is made as of this _____ day of _____, 2018, by and between **Dillsburg Ventures, LLC**, a Pennsylvania limited liability company, its successors and assigns (**"Ventures"**) and **Carroll Township**, a political subdivision in York County, Pennsylvania (the **"Township"**).

BACKGROUND

A. Ventures is the record owner of approximately 45 acres of land located along U.S. Route 15 (**"Route 15"**), Harrisburg Pike, and Logan Road in Carroll Township, York County, Pennsylvania (the **"Property"**), as depicted generally on sheet 28 of 125 of the plan prepared by Kairos Design Group, LLC, entitled "Preliminary Subdivision & Land Development Plan for the Village at South Mountain," dated September 27, 2006, and last revised on December 26, 2007, a copy of which is attached hereto and incorporated herein as **Exhibit "A"** (the **"2006 Preliminary Plan"**).

B. Ventures and the Township have been involved in various appeals and disputes concerning the development of the Property. The Property is situated in that it adjoins two distinct areas. The northern side of the Property adjoins a heavily traveled highway (Route 15) and an area that largely is characterized by more intense land uses.

C. The southern side of the Property is located in an area with a different character. The southern end of the Property adjoins Logan Road and lies within a predominately single-family residential area. A municipal park known as "Logan Park" is located across Logan Road from the Property.

D. Ventures has proposed various plans for the development of the Property, including the following:

(1) The 2006 Preliminary Plan, which proposed a mix of commercial and residential uses, as more particularly shown on such plan (the **"2006 Development"**). By written decision dated February 24, 2008, the Township's Board of Supervisors (the **"Board"**) denied approval of the 2006 Preliminary Plan, and thereafter Ventures filed an appeal with the Court of Common Pleas of York County, Docket No. 2008-SU-1421-Y08, challenging the Township's decision. On July 23, 2008, the Court of Common Pleas of York County issued an Order and Opinion reversing the Board's Decision and requiring that the 2006 Preliminary Plan be approved (the **"2006 Preliminary Plan Order"**). The Township then filed an Appeal to the Commonwealth Court of Pennsylvania at Docket No. 1588 CD 2008 challenging the 2006 Preliminary Plan Order (the **"Commonwealth Court Appeal"**). The Commonwealth Court Appeal was discontinued by the Township, and Ventures has the right to develop the Property pursuant to the 2006 Preliminary Plan.

(2) On February 9, 2009, the Board and Ventures executed an agreement titled Negotiation Procedure and Settlement Agreement, under which the parties agreed to the approval of a concept sketch plan prepared by Kairos Design Group, LLC, for the development of the Property titled "The Village At South Mountain Design No. 18B," (the **"2009 Sketch Plan"**). The 2009 Sketch Plan, similar to the 2006 Preliminary Plan, contained a mix of commercial and residential uses, including 76 single family detached dwellings, six multifamily residential buildings, and two commercial buildings. The 2009 Sketch Plan is attached hereto and incorporated herein as **Exhibit "B."** The parties also agreed to the preparation and submission by Plaintiff of formal land development plans consistent with the 2009 Sketch Plan, to be reviewed and approved by the Township. In Defendant's Brief In Support of Motion for Judgment on the Pleadings submitted by the Township to this honorable Court on February 11, 2016, the Township has stipulated that Ventures may develop the Property pursuant to the 2009 Sketch Plan.

(3) Prior to the approval of a land development for implementing the 2009 Sketch Plan, the Township terminated the Negotiation Procedure and Settlement Agreement and discontinued the Commonwealth Court Appeal. On February 5, 2010, Ventures filed a Complaint in the United States District Court for the Middle District of Pennsylvania, No. 1:10-CV-275 (the **"Federal Court Lawsuit"**), alleging that the Township breached the Negotiation Procedure and Settlement Agreement. In connection with efforts to resolve the Federal Court Lawsuit, Ventures proposed a Sketch Plan for Village at South Mountain, prepared by Site Design Concepts, dated March 25, 2014 (the **"2014 Sketch Plan"**). The 2014 Sketch Plan proposed only

multifamily or apartment housing, which the Township believes is not in the best interests of the Township or its residents. The 2014 Sketch Plan has not been approved by the Township. The Federal Court Lawsuit remains pending.

E. The Township accepts that both the 2006 Preliminary Plan and the 2009 Sketch Plan are a reasonable settlement.

F. The parties desire to settle the Federal Court Lawsuit in accordance with the terms and conditions of this Agreement.

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

1. **Incorporation of Background**. The Background of this Agreement is incorporated herein as if fully set forth in the body of this Agreement.

2. **Board Approval of Agreement**. The Board approved this Agreement at its public meeting held on _____, 2018. Court approval of this Agreement is required for it to be binding on either Township or Ventures.

3. **Consent Decree Motion**. Contemporaneously with executing this Agreement, the Board and Ventures each shall execute the Joint Motion for Entry of Consent Decree in the form attached hereto as **Exhibit "C"** (the **"Consent Decree Motion"**) and attach a copy of this Agreement to said Consent Decree. The Board and Ventures each consent to the filing of the Consent Decree Motion (with attachment) and agree not to take any action to oppose the Court's entry of the order in the form attached to the Consent Decree Motion. Within five (5) business days after the date of

this Agreement, Ventures shall file the Consent Decree Motion with the Court. This Agreement shall be effective and binding as of the date on which the Court enters the order referenced in the Consent Decree Motion (the **"Consent Decree Order"**) and shall remain in full force and effect after the dismissal of the Federal Court Lawsuit.

4. **Releases**.

A. **Release by Ventures**. Effective upon full execution of this Agreement and subject to the terms of this Agreement, Ventures releases, acquits and forever discharges the Board and the Township, its employees, agents, officials, prior officials, attorneys and representatives, from any and all claims, actions, causes of action, suits, demands, rights, damages, costs, expenses, and defenses of whatever kind or nature, whether at law or in equity, or mixed, whether known or unknown, which Ventures now has or has had or may hereafter have against the Board and the Township, its employees, agents, officials, prior officials, attorneys and representatives, arising from any act, omission or transaction occurring on or prior to the date of this Agreement relating in any way to the 2006 Preliminary Plan, 2009 Sketch Plan or the 2014 Sketch Plan, the Federal Court Lawsuit, and/or the development or use of the Property.

B. **Release by the Township**. Effective upon full execution of this Agreement and subject to the terms of this Agreement, the Board and Township release, acquit and forever discharge Ventures, its present or former affiliates, successors, assigns, partners, employees, agents, attorneys and representatives, from any and all claims, actions, causes of action, suits, demands, rights, damages, costs, expenses, and defenses of whatever kind or nature, whether at law or in equity, or

mixed, whether known or unknown, which the Board or the Township now has, has had or may hereafter have against Ventures, its present or former affiliates, successors, assigns, partners, employees, agents, attorneys and representatives, arising from any act, omission or transaction occurring on or prior to the date of this Agreement relating in any way to the 2006 Preliminary Plan, 2009 Sketch Plan or the 2014 Sketch Plan, the Federal Court Lawsuit, and/or the development or use of the Property.

5. **Plan Selection**. Within 180 days after the date of this Agreement, or any extension of such time as agreed upon by Ventures and the Township, Ventures shall elect to proceed with development of the Property pursuant to the 2006 Preliminary Plan, 2009 Sketch Plan or a modified plan proposing a mix of residential and commercial uses on the Property as the parties mutually may agree. The date of such election hereinafter is referred to as the **"Plan Date."**

A. If Ventures elects to proceed with development of the Property pursuant to the 2006 Preliminary Plan, Ventures shall submit the 2006 Preliminary Plan for execution by the Township in accordance with the 2006 Preliminary Plan Order. Such 2006 Preliminary Plan may reflect revisions that are necessary to accommodate stormwater management design and facilities that are required or approved by the Pennsylvania Department of Environmental Protection in connection with issuance of an NPDES permit, provided that such revisions do not increase the number of dwelling units or floor area of nonresidential uses or materially change the street layout or lot and building configuration reflected on the 2006 Preliminary Plan.

B. If Ventures elects to proceed with development of the Property pursuant to the 2009 Sketch Plan, Ventures shall submit to the Township a subdivision

and/or land development plan that is consistent with the 2009 Sketch Plan (the **"2009 Land Development Plan"**), and such plan shall be submitted by Ventures and reviewed and approved by the Township in accordance with Paragraphs 6 and 7 of this Agreement. Such 2009 Land Development Plan may reflected revisions that are necessary to accommodate stormwater management design and facilities that are required or approved by the Pennsylvania Department of Environmental Protection in connection with issuance of an NPDES permit, provided that such revisions do not increase the number of dwelling units or floor area of nonresidential uses or materially change the street layout or lot and building configuration reflected on the 2009 Sketch Plan.

C. If Ventures elects to pursue development of the Property pursuant to a new modified plan proposing a mix of commercial and residential uses, then the parties shall cooperate in good faith on the design, standards, uses and composition of such modified plan (the **"Modified Sketch Plan"**). Township shall cooperate with Ventures as it would with any resident or developer, but does not give assurances as to the acceptability or approval of any proposed Modified Sketch Plan. Township shall waive the normal Land Development application fee for the Modified Sketch Plan. No other development-related fees shall be waived by the Township. The parties acknowledge that the Township cannot waive or modify applicable federal or state requirements for municipal separate storm sewer systems (MS4) or the requirements of the Dillsburg Area Authority. If the Modified Sketch Plan is not agreed to by the parties within 90 days after the Plan Date (the **"Modified Sketch Plan Deadline"**), then Ventures shall have the right to (i) extend the time Modified Sketch Plan Deadline by an

additional 90 days or (ii) elect to proceed with the 2006 Preliminary Plan or 2009 Sketch Plan pursuant to Paragraphs 4.A and B above. Township is under no obligation to agree to any Modified Sketch Plan. If the Modified Sketch Plan is agreed to by the parties on or before the Modified Sketch Plan Deadline (as may be extended by mutual agreement of the parties), then Ventures shall submit to the Township a subdivision and/or land development plan that is generally consistent with the Modified Sketch Plan (the **"Modified Land Development Plan"**), and such plan shall be submitted by Ventures and reviewed and approved by the Township in accordance with Paragraphs 6 and 7 of this Agreement.

6. **Land Use Ordinances**.

A. **2006 Preliminary Plan**. If Ventures elects to proceed with development pursuant to the 2006 Preliminary Plan, the Township's land use ordinances that were in effect as of the date the 2006 Preliminary Plan was submitted to the Township shall govern the 2006 Preliminary Plan and any final plans submitted thereunder (each a **"2006 Final Plan"**), except (i) as otherwise contemplated or proposed under the 2006 Preliminary Plan, (ii) to the extent that any such land use ordinances are waived or modified by the Board pursuant to Paragraph 7.E., or (iii) as otherwise is necessary for the implementation of the 2006 Preliminary Plan or the design reflected on the 2006 Preliminary Plan. Notwithstanding the foregoing, Ventures and the Township cannot waive or modify applicable state or federal MS4 requirements or the requirements of the Dillsburg Area Authority. To the extent that the 2006 Preliminary Plan, including the design reflected on the 2006 Preliminary Plan, conflicts with the land use ordinances, the terms of this Agreement shall control and supersede

the land use ordinances so as to enable implementation of the 2006 Preliminary Plan. For purposes of this Agreement, the phrase “land use ordinances” shall include zoning ordinances, subdivision and land development ordinances, and stormwater management ordinances and any applicable, standard construction and materials specifications published by the Township. Prevailing standards under applicable codes under the Pennsylvania Uniform Construction Code shall apply to construction of all buildings.

B. **2009 Land Development Plan**. If Ventures elects to proceed with development pursuant to the 2009 Sketch Plan, the Township land use ordinances that were in effect as of the date the 2006 Preliminary Plan was submitted to the Township shall govern the 2009 Land Development Plan and any final plans submitted thereunder, except (i) as otherwise contemplated or proposed under the 2009 Sketch Plan, (ii) to the extent that any such land use ordinances are waived or modified by the Board pursuant to Paragraph 7.E., or (iii) as otherwise is necessary for the implementation of the 2009 Sketch Plan or the design reflected on the 2009 Sketch Plan. Notwithstanding the foregoing, the Township cannot waive or modify applicable federal or state MS4 requirements or the requirements of the Dillsburg Area Authority. To the extent that the 2009 Sketch Plan, including the design reflected on the 2009 Sketch Plan, conflicts with the land use ordinances, the terms of this Agreement shall control and supersede the land use ordinances so as to enable implementation of the 2009 Sketch Plan.

C. **Modified Land Development Plan**. If Ventures elects to proceed with development pursuant to the Modified Sketch Plan, the Township land use

ordinances that are in effect as of the date the Modified Sketch Plan is submitted as a land development application to the Township, except (i) as otherwise contemplated or proposed under the Township approved Modified Sketch Plan and any standards and uses agreed to by the parties in connection with establishment of the Modified Sketch Plan; (ii) to the extent that any such land use ordinances are waived or modified by the Board pursuant to Paragraph 7.E.; or (iii) as otherwise is necessary for the implementation of the Modified Sketch Plan, the uses proposed thereunder or the design reflected on the Modified Sketch Plan and, in the Board's judgment, not contrary to the public health, safety, or general welfare. Notwithstanding the foregoing, the Township cannot waive or modify applicable federal or state MS4 requirements nor the requirements of the Dillsburg Area Authority. To the extent that the Modified Sketch Plan, including the design reflected on the Modified Sketch Plan, conflicts with the land use ordinances, the terms of this Agreement and Modified Sketch Plan shall control and supersede the land use ordinances so as to enable implementation of the Township approved Modified Sketch Plan.

7. **Land Development Plan Submission, Review and Approval**.

A. **2006 Final Plan**. If Ventures elects to proceed with development pursuant to the 2006 Preliminary Plan, Ventures shall submit to the Township a final land development plan for the first phase of the 2006 Development within 12 months after the Plan Date.

(1) The parties acknowledge and agree that each 2006 Final Plan phase is to be submitted pursuant to, and reviewed and approved by, the Board as a term of this Agreement and the final resolution of the disputes giving rise to this

Agreement. Each 2006 Final Plan phase shall be reviewed and acted upon in accordance with the 53 P.S. § 10501 et. seq.

(2) The phasing schedule for 2006 Final Plan (the **"2006 Phasing Schedule"**) shall comply with 53 P.S. § 10508(4)(v). The parties acknowledge and agree that by such approval of the 2006 Phasing Schedule, the period for protection against adverse changes or amendments to land use ordinances or other governing ordinances or plans in effect as of the date on which a Proposed Plan was submitted to the Township (as set forth in Section 508(4) of the MPC, as amended, 53 P.S. § 10508(4)) is extended for the duration of the 2006 Phasing Schedule, as such 2006 Phasing Schedule hereafter is modified and approved by the Board.

B. **Alternative Land Development Plan**. If Ventures elects to proceed with development pursuant to the 2009 Sketch Plan, the 2009 Land Development Plan shall be submitted to the Township within 12 months after the said Plan Date. If Ventures elects to proceed with development pursuant to an approved Modified Sketch Plan, the Modified Land Development Plan shall be submitted to the Township within 18 months after the Plan Date. The 2009 Land Development Plan and Modified Land Development Plan (each an **"Alternative Land Development Plan"** and the development proposed thereunder the **"Alternative Development"**) shall be permitted to be submitted as a preliminary/final subdivision and land development plan for preliminary approval and/or final approval of all or a portion of the phases consistent with procedures as set forth in 53 P.S. § 10501 et. seq.

C. **Traffic Impact Study**.

(1) **2006 Development**. In connection with submission of an application for highway occupancy permit to PennDOT for access to PennDOT roadways pursuant to the 2006 Preliminary Plan, Ventures shall prepare a traffic impact study in accordance with applicable PennDOT regulations. The scope of such traffic impact study shall be consistent with the scope of the traffic impact study that was submitted to the Township in connection with the 2006 Preliminary Plan (or such other intersections as required by PennDOT). The Township shall not require or seek to influence PennDOT to require that other intersections or roadways be included in the scope of such traffic impact study, but Township may respond to inquiries from PennDOT where the health, safety and welfare of the community is at issue.

(2) **Alternative Development**. In connection with submission of the Alternative Land Development Plan, Ventures shall prepare a traffic impact study in accordance with the applicable Township land use ordinances and applicable PennDOT regulations. The scope of such traffic impact study shall consist of the intersections of Harrisburg Pike/Logan Road, Orebank Road/Logan Road, Siddonsburg Road/Orebank Road, Logan Road and any proposed access drive to Logan Road, and Route 15 and any proposed access drive to Route 15 (or such other intersections as required by PennDOT). The Township shall not require or seek to influence PennDOT to require that other intersections or roadways be included in the scope of such traffic impact study, but Township may respond to inquiries from PennDOT where the health, safety and welfare of the community is at issue.

D. **Outside Agency Approvals**. The parties acknowledge and agree that it may be necessary to obtain licenses, permits, approvals, waivers and agreements from governmental bodies, agencies and authorities, other than the Board and the Township, having jurisdiction over development of the Property, including without limitation the Pennsylvania Department of Environmental Protection, PennDOT, York County Conservation District, and Dillsburg Area Authority. The Township shall respond to any inquiries from such outside agencies as it would regarding any project proposed by a resident or developer. The Board acknowledges that the Township may be required to be the applicant for certain of such approvals, and the Board hereby agrees to execute such applications and other documents and do such things as may be reasonably requested to carry out the terms of this Agreement and to obtain such approvals. The Township shall not seek to influence any outside agency but Township may respond to inquiries from any outside agency where the health, safety and welfare of the community is at issue. Approval by PennDOT of at least a right-in/right-out access from the proposed development on Route 15 is a condition of approval by Township for any plan proposed under this Agreement, including the Modified Sketch Plan. It should be noted that the Township and PennDOT have previously agreed to not allow additional access to Route 15 except in current access points.

E. **Modifications and Waivers**. Ventures may request, at any time and from time to time, modifications and/or waivers of the provisions of the Township's applicable land use ordinances (including provisions of the Township's applicable zoning ordinance). The Board may grant any modifications and/or waivers which Ventures applies for pursuant to 53 P.S. §10512.1. and may grant such other

modifications and/or waivers that the Board determines, in its discretion, provide for appropriate design and are not contrary to the public health, safety or general welfare.

F. **Sewer Planning Module**. The Board will not oppose, will not obstruct and agrees to recommend approval of and/or endorse any sewer planning module or amendments to the applicable Act 537 plan to designate development on the Property to be served by public sewer. The Dillsburg Area Authority, however, is the agency charged with providing public sewer to the proposed development. Provision of public sewer to the proposed development is a requirement for any residential and/or commercial development of the Property.

8. **Cooperation**. The parties acknowledge and agree that each may need the cooperation of the other to carry out the provisions of this Agreement. Township agrees to cooperate with Ventures in good faith as required by law. Each party hereby agrees to execute such documents and do such things as may be reasonably requested by the other to carry out the terms and conditions of this Agreement.

9. **Default**. Should any party violate or fail to perform any of the terms or conditions of this Agreement, and fail to cure such violation or failure to perform within sixty (60) days of written notice specifying the nature of the violation or failure (or if such violation or failure to perform is not capable of being cured within such sixty (60) days, fail to commence such cure within the sixty (60) day period and diligently pursue completion of such cure) or any other specific remedy period provided herein, any other party may bring an action to enforce the Consent Decree and the terms of this Agreement, as well as an action for specific performance or other action at law and/or equity. No failure or delay on the part of either party in exercising any right, remedy,

power or privilege under this Agreement shall operate as a waiver thereof nor shall any single or partial exercise of any other right, remedy, power or privilege. The rights and remedies expressly specified in this Agreement are cumulative and are not exclusive of any rights or remedies which either party would otherwise have.

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

If to Ventures, to:	Dillsburg Ventures, LLC Jeffrey Powers 113 Westminster Road, Suite 200 Reisterstown, MD 21136
With a copy to:	Charles M. Courtney, Esq. McNees Wallace & Nurick LLC 100 Pine Street Harrisburg, PA 17101
If to the Board, to:	Board of Supervisors Carroll Township 555 Chestnut Grove Road Ventures, PA 17019
With a copy to:	Kurt E. Williams, Esq. Salzmann Hughes, P.C. 354 Alexander Spring Road, Suite 1 Carlisle, PA 17015-7451

11. **Authorized Action**. Both Ventures and the Board affirm that all actions necessary to approve this Agreement have been taken and no further actions are necessary in order to authorize, approve or effectuate this Agreement. Both Ventures

and the Board affirm that they have caused this Agreement to be executed by their respective duly authorized representative(s).

12. **Binding Effect**. This Agreement and the rights and obligations hereunder shall be binding upon and inure to the benefit of the Board and Ventures, their successors and assigns.

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

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

REMAINDER OF PAGE INTENTIONALLY HAS BEEN LEFT BLANK

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

WITNESS/ATTEST:	**CARROLL TOWNSHIP** (York County, Pennsylvania)
By: _____ Name: Title:	By_____ Name: Title:
WITNESS/ATTEST:	**DILLSBURG VENTURES, LLC**
By: _____ Name: Title:	By_____ Name: Title:

LEGEND

- Existing Edge of Road
- Existing Road Shoulder
- Existing Road Curb
- Existing Building
- Existing Fence
- Existing Major Contour
- Existing Minor Contour
- Existing Zoning District Boundary
- Existing Property Line
- Existing Adjoining Property Line
- Existing Road Right-of-Way Line
- Existing Easement Line
- Existing Riparian Buffer Zone
- Existing Soil Boundary
- Existing Sanitary Sewer Line
- Existing Water Line
- Existing Overhead Electrical Line
- Existing Natural Gas Line
- Existing Treeline
- Existing Brushline
- Existing Wetland
- Existing Inlet
- Existing Mailbox
- Existing Utility Pole
- Existing Property Marker
- Existing Water Valve
- Existing Guy Anchor
- Existing Meter Pit
- Existing Light Pole
- Existing Fire Hydrant
- Existing Benchmark
- Existing Spot Elevation
- Existing Sanitary Sewer Manhole
- Existing Sign
- Existing Utility Box
- Existing Evergreen Tree
- Existing Evergreen Shrub
- Existing Deciduous Tree
- Existing Deciduous Shrub

PROPOSED LAND USE LEGEND

- OPEN SPACE
- OPEN SPACE VOID OF FLOODPLAINS, WETLANDS, SLOPES OVER 15 PERCENT, STORMWATER DETENTION PONDS, STORMWATER BERMS OR SWALES, OR NATURAL FEATURES THAT WOULD RENDER THE LAND UNBUILDABLE.
- NEIGHBORHOOD CENTER
- MIXED USE (RETAIL, CIVIC, INSTITUTIONAL, & LIVE-WORK UNITS)
- SINGLE FAMILY DETACHED DWELLINGS
  ** DENOTES SINGLE FAMILY DETACHED DWELLING THAT SHALL HAVE ACCESSARY APARTMENTS.
- SINGLE FAMILY SEMI-DETACHED DWELLINGS (DUPLEXES)
- SINGLE FAMILY ATTACHED DWELLINGS (TOWNHOUSES)
- CIVIC USES

SITE DATA

TOTAL PARCEL AREA: 45.0123 ACRES
DEDICATED RIGHT-OF-WAY: 0.2455 ACRES
NEW LOT 1A: 0.4990 ACRES
NEW LOT 1 (TOTAL TND AREA): 44.2678 ACRES

PROPOSED SINGLE FAMILY: 38 UNITS (21.47%)*
(PLUS CREDIT FOR 3 EXISTING SINGLE FAMILY HOMES WITHIN 1200')
PROPOSED ACCESSORY APARTMENTS**: 10 UNITS (5.24%)*
PROPOSED DUPLEXES: 26 UNITS (13.61%)*
PROPOSED TOWNHOUSES: 94 UNITS (49.21%)*
3-UNIT STRUCTURES - 21 UNITS (22.34%)
4 & 5-UNIT STRUCTURES - 46 UNITS (40.43%)
LIVE-WORK UNITS: 20 UNITS (10.47%)*
TOTAL PROPOSED RESIDENTIAL UNITS: 188
*PERCENTAGES BASED ON 191 TOTAL UNITS TO INCLUDE THE 3 OFF-SITE SINGLE FAMILY HOMES
**ACCESSORY APARTMENTS SHALL OCCUR ON SINGLE FAMILY LOT (LOTS 10, 13, 18, 22, 64, 68, 72, 74 & 77)

PROPOSED DENSITY: 4.25 DWELLING UNITS PER ACRE
(6.0 DU/ACRE MAX. PERMITTED BASED ON REAR GARAGE DESIGN INCENTIVE)

PROPOSED DWELLING UNITS DIRECTLY ABUTTING OR SITUATED ACROSS A STREET RIGHT-OF-WAY FROM OPEN SPACE: 168 UNITS (89.36%)

PROPOSED SINGLE FAMILY DWELLINGS LOCATED IMMEDIATELY ADJACENT TO OR IMMEDIATELY ACROSS A STREET FROM AND FACING SINGLE FAMILY SEMI-DETACHED OR SINGLE FAMILY ATTACHED: 19 UNITS (50.00%)

PROPOSED NEIGHBORHOOD CENTER: 5.90 ACRES (13.33%)
PROPOSED CIVIC USES: 3.28 ACRES (7.40%)
PROPOSED NEIGHBORHOOD CENTER FLOOR AREA: 75,400 SF
(LIVE WORK UNITS (20 X 800 SF): 16,000 SF)
(COMMERCIAL, CIVIC, & OFFICE USES: 59,400 SF)
PROPOSED RESIDENTIAL UNITS WITHIN 1/4 MILE OF THE NEIGHBORHOOD CENTER: 161 UNITS (85.64%)

PROPOSED OPEN SPACE: 20.93 ACRES (47.28%)
PROPOSED OPEN SPACE VOID OF FLOODPLAINS, WETLAND, SLOPES OVER 15%, STORMWATER DETENTION PONDS, STORMWATER BERMS OR SWALES, OR NATURAL FEATURES THAT WOULD RENDER THE LAND UNBUILDABLE: 10.48 ACRES (50.05%)

Exhibit "A"

Revisions	
Date	
04/20/07	PER TOWNSHIP ENGINEER COMMENTS DATED 12/07/06
07/26/07	PER TOWNSHIP ENGINEER COMMENTS DATED 06/14/07
08/29/07	PER TOWNSHIP ENGINEER COMMENTS DATED 08/08/07
09/24/07	PER TOWNSHIP ENGINEER COMMENTS DATED 09/12/07
10/23/07	PER TOWNSHIP ENGINEER COMMENTS DATED 10/08/07
11/26/07	PER TOWNSHIP ENGINEER COMMENTS DATED 11/07/07
12/26/07	PER TOWNSHIP ENGINEER COMMENTS DATED 12/10/07

PENNSYLVANIA ONE CALL SYSTEM, INC. 1-800-242-1776 STOP-CALL BEFORE YOU DIG!
SERIAL # 25458628
PENNSYLVANIA LAW REQUIRES THREE WORKING DAYS NOTICE PRIOR TO EARTH MOVING ACTIVITIES

KAIROS DESIGN GROUP, LLC
4 Lemoyne Drive
Suite 201
Lemoyne, PA 17043
Phone:(717) 920-5900 Fax:(717) 920-5902
www.kairosdesigngroup.net

PRELIMINARY SUBDIVISION & LAND DEVELOPMENT PLAN
FOR
THE VILLAGE AT SOUTH MOUNTAIN
(A TRADITIONAL NEIGHBORHOOD DEVELOPMENT)
CARROLL TOWNSHIP YORK COUNTY PENNSYLVANIA

scale: 1" = 100'-0"	drawn by: PJC / TKM
date: 09 / 27 / 06	checked by: CWB / KAM

Project Number: 05008

Drawing Description: LAND USE & OPEN SPACE PLAN

Drawing Number: C28

Sheet Number: 28 OF 125

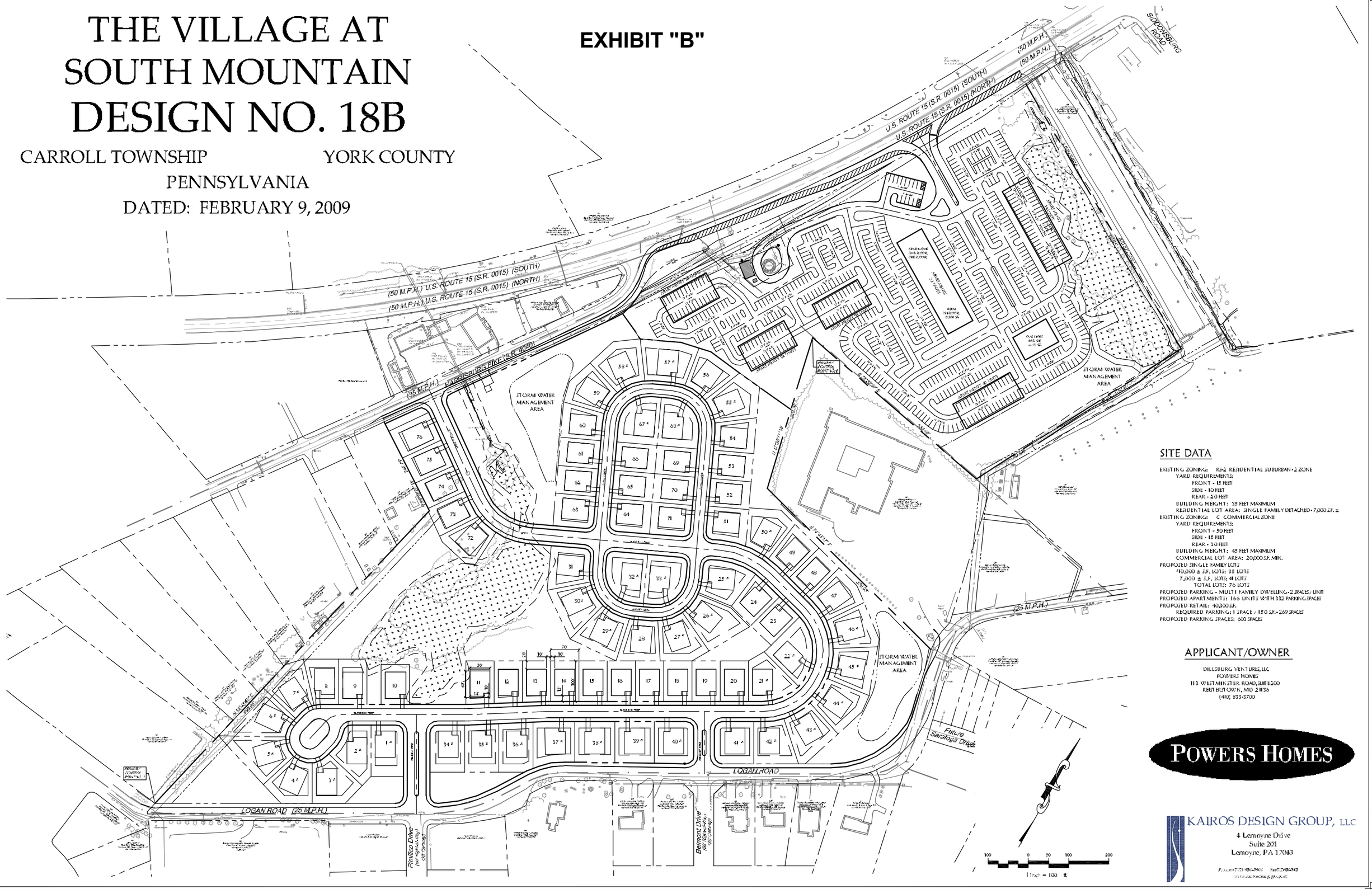
THE VILLAGE AT SOUTH MOUNTAIN
DESIGN NO. 18B

CARROLL TOWNSHIP YORK COUNTY

PENNSYLVANIA

DATED: FEBRUARY 9, 2009

EXHIBIT "B"



SITE DATA

EXISTING ZONING: RS-2 RESIDENTIAL SUBURBAN - 2 ZONE
YARD REQUIREMENTS:
FRONT - 15 FEET
SIDE - 10 FEET
REAR - 20 FEET
BUILDING HEIGHT: 35 FEET MAXIMUM
RESIDENTIAL LOT AREA: SINGLE FAMILY DETACHED - 7,000 S.F. ±
EXISTING ZONING: C COMMERCIAL ZONE
YARD REQUIREMENTS:
FRONT - 50 FEET
SIDE - 15 FEET
REAR - 30 FEET
BUILDING HEIGHT: 45 FEET MAXIMUM
COMMERCIAL LOT AREA: 20,000 S.F. MIN.
PROPOSED SINGLE FAMILY LOTS
10,000 ± S.F. LOTS: 35 LOTS
7,000 ± S.F. LOTS: 41 LOTS
TOTAL LOTS: 76 LOTS
PROPOSED PARKING - MULTI FAMILY DWELLING - 2 SPACES / UNIT
PROPOSED APARTMENTS: 166 UNITS WITH 332 PARKING SPACES
PROPOSED RETAIL: 40,000 S.F.
REQUIRED PARKING: 1 SPACE / 150 S.F. - 269 SPACES
PROPOSED PARKING SPACES: 603 SPACES

APPLICANT/OWNER

DILLSBURG VENTURES, LLC
POWERS HOMES
113 WESTMINSTER ROAD, SUITE 200
REISTERSTOWN, MD 21136
(410) 833-3700

POWERS HOMES

KAIROS DESIGN GROUP, LLC
4 Lemoyne Drive
Suite 201
Lemoyne, PA 17043

Exhibit "C"

IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF PENNSYLVANIA

DILLSBURG VENTURES, LLC,	**:**	**CIVIL ACTION NO. 1:10-CV-275**
	:	
Plaintiff	**:**	**(Chief Judge Conner)**
v.	**:**	
	:	
CARROLL TOWNSHIP,	**:**	
	:	
Defendant	**:**	

JOINT MOTION FOR ENTRY OF CONSENT DECREE

Plaintiff Dillsburg Ventures, LLC and Defendant Carroll Township hereby jointly request the entry of a consent decree, and state as follows:

1. Plaintiff Dillsburg Ventures, LLC initiated this action alleging that the Township breached the parties' Negotiation Procedures and Settlement Agreement dated February 9, 2010, which provided a mechanism for the settlement of a prior land use appeal and the approval of a particular land development plan for Plaintiff's property in Carroll Township (the "Property").

2. Defendant Carroll Township has denied Plaintiff's allegations.

3. The parties now desire to resolve this action and have reached an agreement to resolve this action in accordance with the Settlement Agreement dated _____, 2018 attached hereto as Exhibit 1.

4. The Settlement Agreement contains the terms governing Plaintiff's development of the Property.

5. To effectuate the settlement, the parties wish to have the Settlement Agreement approved as an order of Court.

WHEREFORE, the parties jointly request the entry of the proposed Consent Decree in the form submitted with this Joint Motion.

Respectfully submitted,

MCNEES WALLACE & NURICK LLC

/s/Helen L. Gemmill
PA 60661
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Counsel for Plaintiff
Dillsburg Ventures, LLC

SALZMANN HUGHES, P.C.

/s/Scott T. Wyland (with permission)
PA52660

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swyland@salzmannhughes.com

Counsel for Defendant
Carroll Township

Dated: _____, 2018

IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF PENNSYLVANIA

DILLSBURG VENTURES, LLC,	**:**	**CIVIL ACTION NO. 1:10-CV-275**
	:	
Plaintiff	**:**	**(Chief Judge Conner)**
v.	**:**	
	:	
CARROLL TOWNSHIP,	**:**	
	:	
Defendant	**:**	

CONSENT DECREE

AND NOW, this ___ day of _____ 2018, upon consideration of the Joint Motion for Entry of Consent Decree, it is hereby ORDERED that the Joint Motion is GRANTED. It is further ORDERED, DECLARED and DECREED that the Settlement Agreement attached to the Joint Motion is hereby approved as an order of Court.

The Clerk shall mark this action as CLOSED. This Court retains jurisdiction to enforce the terms of this Order.

_____
Christopher C. Conner, Chief Judge
United States District Court
Middle District of Pennsylvania

CERTIFICATE OF SERVICE

I hereby certify that the foregoing document has been filed electronically and is available for viewing and downloading from the ECF system. The document was served on the following counsel via the court's transmission facilities by electronic means on the date indicated below:

Scott T. Wyland, Esquire
Salzmann Hughes, P.C.
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Harrisburg, PA 17101
swyland@salzmannhughes.com
Counsel for Defendant

/s/ Helen L. Gemmill
Helen L. Gemmill
PA 60661

Dated: _____, 2018