

CHELTENHAM TOWNSHIP

MONTGOMERY COUNTY, PENNSYLVANIA

STANDARD LAND DEVELOPMENT/SUBDIVISION

NOTES/CERTIFICATES

September 2001

A. GENERAL NOTES

1. This Land Development/Subdivision shall be constructed in accordance with all Cheltenham Township Ordinances.
2. All proposed improvements (roads, grading, paving, curbing, storm sewer pipe, inlets, manholes, etc.) shall be constructed in accordance with applicable portions of the PennDOT Publication 408 Standards and Specifications and with all Township standards and specifications.
3. These drawings indicate the approximate location of existing subsurface utilities in the vicinity of the project and are not guaranteed for accuracy and/or completeness. Pennsylvania Act 38 requires that contractors determine the location of all utility, sewerage and water lines before commencing construction (1-800-242-1776) File _____. Any conflicts with proposed construction are to be brought to the immediate attention of the engineer. All existing utilities that are to be relocated or altered in any manner are to be done in accordance with the respective utility company standards. All existing utilities exposed during construction are to be supported until backfill is in place. Any crossing less than one foot clear to be supported with a saddle (concrete or sand as noted).
4. All new public utilities, including but not limited to, electric, gas and telephone, shall be placed underground within the Land Development/Subdivision. Such utilities shall be installed in strict accordance with the prevailing standards and practices of the utility or other company providing service, except where it is demonstrated to the satisfaction of the Board of Commissioners that underground installations are not feasible because of physical conditions of the land.

5. Any utility conflicts with proposed construction are to be brought to the immediate attention of the Township Engineer and the Engineer of Record. All existing utilities that are to be relocated or altered in any manner are to be done in accordance with the respective utility company standards. All existing utilities exposed during construction are to be supported until backfill is in place. Any crossing less than one foot clear is to be supported with a saddle (concrete or sand as noted).
6. The Township has reviewed and approved the Storm Drainage System, the Stormwater Management System and the Erosion and Sedimentation Control Plan. However, site conditions may dictate that during construction, additional silt fence, other methods of sediment control or stormwater management measures or storm drainage measures may be required. Therefore, the Township may direct the installation of additional means of stormwater management and/or erosion and sediment control and/or storm drainage to prevent poor drainage and/or discharge of sediment from the site be made.
7. No additional impervious areas (decks, additions, patios, sheds, walkways, etc.) from that shown on Sheet _____ shall be added to these lots without mitigating stormwater management measures approved by Township Engineer to ensure no additional stormwater runoff occurs.
8. It shall be the responsibility of the **[individual lot owners<>property owner]** to properly maintain, repair and/or replace the stormwater management facilities located on **[their<>its]** respective lots. The maintenance, repair and/or replacement of the stormwater management facilities shall be to the degree considered satisfactory by the Township. These responsibilities shall be included in the first deed of conveyance as a restrictive covenant.
9. It shall be the responsibility of the **[individual owners<>proeprty owner]** to properly maintain, repair and/or replace the stormwater management facilities located on **[their<>its]** property. The maintenance, repair and/or replacement of the stormwater management facilities shall be to the degree considered satisfactory by the Township.
10. All structures to be constructed within this development shall have their downspouts connected to approved drywells. All downspouts shall have inverted Y's installed just above ground level and splash blocks.
11. Limits of disturbance, as shown on the plans, shall be clearly marked in the field prior to the start of the construction, (including installation of erosion/sediment control measures). The limits of disturbance shall be marked with staked yellow

safety ribbon or other materials acceptable to the Township; the marking materials shall be maintained, repaired or reset until construction within the enclosed areas is complete and until the pervious areas achieve a 75% catch of

ground cover. No disturbance of ground cover, cuts or fill placement shall be permitted outside the staked limits of disturbance.

12. During construction, the Developer/Owner is solely responsible for insuring the proper functioning of the erosion and sediment control measures. The Developer/Owner shall take whatever measures are required to insure that no sediment leaves the site.
13. All swales with slopes greater than 5%, all cut slopes greater than 4:1 and all embankment slopes greater than 4:1 shall be stabilized with jute netting at the time of raking and seeding or with sodding.
14. The Developer/Owner shall be responsible for supervising debris disposal from all contractors on the site (whether employed by the Developer/Owner or not) from the start of construction to the issuance by the Township of the Certificate of Occupancy. The Developer/Owner shall bear the expense of any cleanup operations indicated by the Township.
15. No debris disposal pits shall be permitted.
16. No open burning shall be permitted.
17. The Developer/Owner shall preserve all trees on this site except where necessary to construct buildings, parking, accessways, and utilities and selective thinning of existing trees in accordance with Chapter 280 of the Cheltenham Code. Specific species of plant materials as designated on this plan or the landscape plan (if such a plan is an integral part of this plan) shall be preserved and properly protected during construction. In the case of utility rights-of-way and easements, any disturbed area shall be replanted so as to achieve a recurrence of natural vegetation.
18. All trees to be saved shall be tagged in the field prior to the start of construction; all construction activities shall conform to the requirements of Section 280-10 of the Cheltenham Code.
19. All trees to be removed shall be tagged in the field prior to the start of construction; no construction work of any kind shall take place until the Township Engineer confirms, in writing, that the proper trees have been tagged. All construction activities around vegetation shall comply with the requirements of Section 280-10., entitled "Site Disturbance Regulations", of the Cheltenham Code.

20. All lot purchasers shall permit the developer or its agents temporary trespass upon the purchaser's lots to complete or repair the various improvement elements (grading, detention, basins, etc.) shown on the approved record plan for the period from the purchase of his/her lot to eighteen (18) months from the date of acceptance of public improvements by the Township.
[...date of issuance of the Certificate of Occupancy.]
[...of the last house townhome structure to be sold.]
21. All lot purchasers shall permit Township officials temporary trespass upon the purchaser's lot to inspect the various improvement elements shown on the approved record plan for the period from the purchase of his/her lot to eighteen (18) months from the date of acceptance of public improvements by the Township.
[...date of issuance of the Certificate of Occupancy.]
[...of the last house townhome structure to be sold.]
22. Right-of-Way for sanitary sewers, additional right-of-way, or new streets shown hereon and about to be constructed is hereby offered for dedication. (SOS 260-33. D.5)
23. This plan supersedes (in part) the Cheltenham Township Plan No. _____ dated _____, thru _____ and recorded on _____ in the Office of the Recorder of Deeds in and for Montgomery County, Pennsylvania, in Landsite Book No. _____, Page No. _____.
24. There shall be no shrubs or visual barriers placed within the triangular area of 65' of any intersection measured along the street centerline. The Township shall have full authority to require the owner to remove violations.
25. There shall be no shrubs or visual barriers higher than 2' above grade placed within the triangular area of 35' of any intersection measured along the street and/or driveway centerline. The Township shall have full authority to require the owner to remove violations.

26. The Dry Wells have been designed for the following impervious areas:

Lot	Building Footprint	Future Impervious	Total Impervious
1	1170 S.F.	500 S.F.	1670 S.F.
2	1200 S.F.	500 S.F.	1700 S.F.
3	1000 S.F.	500 S.F.	1500 S.F.
4	1000 S.F.	500 S.F.	1500 S.F.
5	1000 S.F.	500 S.F.	1500 S.F.

The stormwater runoff from the "Future Impervious" areas (decks, sheds, patios, etc.) shall be drained to the Dry Wells.

If the "Total Impervious" area draining to the Dry Wells on a lot exceeds that shown above, mitigating stormwater management measures shall be employed to insure no additional stormwater runoff occurs.

27. The underground Stormwater Management Facilities for this project have been designed for 125% of the 100 Year Storm Design Flows from the net increase in impervious areas noted on Sheet 4.

If additional impervious areas (buildings, parking fields, walkways, etc.) are added to the property in the future, additional stormwater management measures, designed for 125% of the 100 Year Storm Design Flows from the net increase in the impervious areas, shall be employed to insure no additional stormwater runoff occurs.

28. The 100 Year Flooding Limit for Rock Creek has been taken from the FEMA Flood Insurance Rate Maps; the Flood Plain Boundary is shown on Sheet 5. No part of the proposed subdivision is within the 100 Year Flood Plain.

29. An easement ten feet in width along the side and rear lot lines of each lot within the development is hereby granted for the purpose of constructing, operating, maintaining, repairing and replacing utility service facilities and for the purpose of furnishing of such utility services to the lots within the development. The utility service facilities shall include, but are not limited to, the furnishing of water, sanitary sewage collection, electrical, telephone, cable television, gas, stormwater collection and similar facilities and services within the development. Nothing herein contained shall be construed to grant general utility easements to pipeline companies, electrical transmission companies and similar utilities for general transmission of public utility services, facilities and materials not solely

for the benefit of the development and the lots contained therein. In the event of the elimination of any lot line the easement thereunto appertaining shall be extinguished except as to the utilities then existing in said easement.

30. Reciprocal Blanket Cross-Easements on Parcel: Block 119-Units 5 and 11 and Parcel: Block 119 – Unit 12 in favor of the adjoining parcel are hereby created over, under and across said parcels for the purposes of ingress to, egress from, regress and access by pedestrian and/or vehicular traffic to the adjoining parcel and/or public streets.
31. The Owners of Parcel: Block 119 Units 5 and 11 and of Parcel 119 – Unit 12 shall share equally in the cost of maintenance, repair and/or replacement of the driveway connecting the parking fields on said parcels.
32. An Access Easement across Lot 2 in favor of Lot 1 is hereby established as shown. The Owners of Lots 1 and 2 shall share equally in the cost of maintenance, repair and/or replacement of the driveway within the Access Easement.
33. A Cross Easement for Access is hereby established as shown on Lots 4 and 5. The owners of Lots 4 and 5 shall share equally in the cost of maintenance, repair and/or replacement of the driveway within the Cross Easement.
34. Parcels 1 and 2 are subject to the following:
 - a. Easements which by their general nature cannot be described on the Plan.
 - i. Philadelphia Suburban Gas & Electric Co. in Deed Book 851, Page 548.
 - ii. Philadelphia Electric Co. in Deed Book 2864, Page 281.
 - iii. Bell Telephone Co. of Pennsylvania in Deed Book 4762, Page 2166, Deed Book 4762, Page 2178 and Deed Book 5030, Page 1802.
 - b. Declaration of Covenants, Conditions, Restrictions as set forth in Deed Book 4662, Page 434.
 - c. Declaration and Grant of Rights, Powers and Privileges as set forth in Deed Book 4673, Pages 381 and 448.
 - d. Declaration of Easements as set forth in Deed Book 4716, Page 1536 and Deed Book 4730, Page 296, etc.
35. Reciprocal Blanket Cross-Easements on Parcels 1 and 2 in favor of the adjoining parcel are hereby created for the construction, installation, connection, operation,

inspection, maintenance, repair, replacement, improvement and/or removal of any and all aerial, surface or underground utilities to include, but not limited hereby, the following:

- a. Wires, cables, pipes, tap-ins and conduits of any private or public utility and related service, including, without limitation, water, electricity, gas, telephone and cable, closed circuit television, communication lines/systems and related equipment and fixtures.
 - b. Sanitary Sewer Lines, Storm Sewer Lines and related appurtenances;
 - c. Water Retention Basins, grading, swales, berms, curbing, etc. as may be necessary or desirable to properly direct the flow of storm water runoff, snow melt or other waters to points of positive discharge; i.e., inlets, retention basins, etc.
36. Reciprocal Cross-Easements on Parcels 1 and 2 in favor of the adjoining parcel are hereby created over, under and across those portions of the Parcels that are designated on this Plan as driveways, walkways, paths, roadways or parking areas, and such other portions of the Parcels as may be necessary for purposes of ingress to, egress from, regress and access by pedestrian and vehicular traffic to the Easements, Breyer Drive, parking areas as designed on this Plan and the Office Buildings and each of them.
37. Reciprocal Blanket Cross-Easements on Lots #1 thru #6, inclusive, in favor of the adjoining lots are hereby created over and across the Portion of the internal accessway (shown on sheet _____) on said lots and on and over the central trash pick-up area on Lot #1 for the purposes of taking trash and/or recycling containers to and /or from the central trash pick-up area from Lots #1 thru #6, inclusive.
38. Reciprocal Blanket Cross-Easements on Lots #1 thru #6, inclusive, in favor of the adjoining lots are hereby created over and across the portion of the internal accessway (shown on sheet _____) on said lots and on and over the central mail pick-up station on Lot #1 for the purposes of pedestrian and/or vehicular access to the central mail pick-up station to receive mail.
39. Reciprocal Blanket Cross-Easements on Lots #1 through #6, inclusive, in favor of the adjoining lots are hereby created over, under and across Lots #1 thru #6, inclusive, excepting out the building footprints of the individual townhomes for the purposes of maintenance, repair and/or replacement of the following items:
- a. All paving and curbing (including steps)
 - b. Stone detention basin and related appurtenances
 - c. Site grading
 - d. Site landscaping (including lawns)
 - e. Retaining walls
 - f. Fencing

- g. Exterior façade of townhomes (including siding, roofing, steps, lighting, etc.)
 - h. Central mail pick-up station
 - i. Central trash pick-up station
40. Reciprocal Cross-Easements on Parcels 1 and 2 in favor of the adjoining parcel are hereby created for the unrestricted use of parking spaces on the adjoining parcel.
41. Parcel 2 is hereby granted an easement over and across the portion of Parcel 1 developed as the Reflecting Pool Area, including paths, bridges, gazebo, walkways and seating areas, for purposes of ingress to, egress from, regress and access to the reflecting pool area, and for use and enjoyment, view, light and air.
42. The cost of maintenance, repair and/or replacement of the following items shall be shared equally by Lots #1 thru #6, inclusive:
- a. All paving and curbing (including steps)
 - b. Sanitary Sewer lines, Storm Sewer lines and related appurtenances
 - c. Stone Detention Basin and related appurtenances
 - d. Site grading
 - e. Site landscaping (including lawns)
 - f. Retaining walls
 - g. Fencing
 - h. Exterior façade of townhomes (including siding, roofing, steps, lighting, etc.)
 - i. Central mail pick-up station
 - j. Central trash pick-up area
 - k. Curb and sidewalk along Paxson Avenue
 - l. Guide Rail at base of retaining wall on Karr property
43. If either Parcel undertakes construction activity (utility repair, etc.) on the adjoining parcel for its sole beneficial use, the Parcel performing the construction activity shall restore the disturbed areas on the adjoining parcel to original or better condition.
44. The Owner hereby grants a permanent easement over the southwest Entrance/Exit ("E/E") for the construction, reconstruction, maintenance and/or repair of traffic presence detectors within said E/E, said traffic presence detectors being an integral part of the traffic signal system for Easton Road and Springhouse Lane.
45. A ten (10') foot wide private sanitary sewer easement is hereby established across Lot #1 for the sole use of 802 W. Church Road at its owner's option. The

maintenance and/or repair of the sanitary sewer lateral across Lot #1 to 802 W. Church Road shall be the responsibility of the owner of 802 W. Church Road. Any areas disturbed on Lot #1 caused by the maintenance and/or repair of the sanitary sewer lateral shall be restored to original or better condition by the owner of 802 W. Church Road. The developer shall extend a capped sanitary sewer lateral across Lot #1 to the 802 W. Church Road property line.

46. All exterior lighting fixtures shall be shielded to deflect lighting from adjacent residential properties and from passing motorists.
47. The initial appearance of any note language, tables, details, etc. that is repeated within this plan set shall be taken as the definitive version of such note language, tables, details, etc.; subsequent versions of such note language, tables, details, etc. within the plan set are void insofar as they conflict within initial version.
48. A Highway Occupancy Permit is required pursuant to Section 420 of the PENNSYLVANIA ACT OF JUNE 1, 1945 (P.L. 1242 No. 428), known as the "State Highway Law", before driveway access to a State Highway is permitted.
49. No additional subdivision of any lot shown hereon shall be permitted.
50. The Owners of all lots which contain debris disposal areas shall grant to the Developer and/or the Developer's authorized representative temporary access to the debris disposal areas within their respective lots for the purpose of burying debris. The right of temporary access shall be for the period of one (1) year from the start of construction of the phase that the lot is within. Usage of and access to the debris disposal areas shall be restricted to normal working hours (i.e., 8 AM to 5 PM, Monday through Friday). The Developer shall be responsible for the restoration of the debris disposal areas including backfill, grading to finished grade, seeding and stabilization.
51. Only natural debris (defined as non-processed materials - i.e., roots, stumps, rock, etc.) shall be buried on the site. Processed construction material (i.e., lumber, drywall, etc.) shall not be buried on the site (Pennsylvania Act 75). Only natural debris generated on-site shall be buried within the debris pits.
52. The [Developer/Owner] shall preserve all trees on this site except where necessary to construct buildings, parking, accessways, and utilities and selective thinning of existing trees, specific species of plant materials as designated on this plan or the landscape plan (if such a plan is an integral part of this plan) shall be preserved and properly protected during construction. In the case of utility rights-of-way and easements, any disturbed area shall be replanted so as to achieve a recurrence of natural vegetation. All trees over six (6) inches in caliper which are removed because of house and drive construction shall be replaced with trees indigenous to the area. Before building permits are issued, the driveway and house will be staked out in the field, and all trees over six inches (6") in caliper

that will be removed shall be located by the lot owner and verified by the Township Engineer. Trees which are planted in the landscaped buffer areas may be utilized to meet this replacement requirement.

53. The area of _____ between the existing right of way line, which is 16.5 feet from and parallel to the centerline of the road and the ultimate right of way line which is _____ feet from and parallel to the centerline, are not dedicated to either Cheltenham Township or to the Commonwealth of Pennsylvania by this plan.
54. Subdivision streets constructed within the limits of the rights-of-way dedicated to the public use are to be maintained by the Township following the completion of the streets by the developer and acceptance thereof by the Township. The Township assumes no maintenance responsibilities within dedicated street rights-of-way until streets have been accepted by the Township.
55. This subdivision shall be constructed in _____ phases, all having disturbed areas which shall be less than 25 acres in size, which will obviate the need for a Department of Environmental Protection Earth Disturbance Permit. The plans shall be submitted to the Montgomery County Conservation District for approval of the phasing and erosion and sediment control measures.
56. The driveways for Lots 1 and 68 shall enter onto Stonegate Drive.

The driveways for Lots 16 and 23 shall enter onto Jess Pusey Drive.

The driveways for Lots 24 and 29 shall enter onto McDaniel Drive.

The driveways for Lots 30 and 36 shall enter onto Avon Drive.

The driveways for Lots 45 and 57 shall enter onto Dawnwood Drive. The architectural front for the house on Lot 45 shall face Stonegate Drive and the architectural front for the house for Lot 57 shall face Dawnwood Drive.
56. The wetlands shown on the plans are shown per the wetlands delineation performed by _____.
57. No disturbance is permitted within the wetlands areas. These areas shall be marked off and protected during construction. All contractors and lot owners shall be notified in writing concerning the restrictions associated with the wetlands areas; the Township and the Township Engineer shall be carbon copied with these notification letters.
58. It is the purpose of the phasing shown on this plan to limit the area of earth disturbance, at any given time, to less than 25 acres. No earth disturbance will be permitted in any phase until all areas of the previously disturbed contiguous phase have been completely stabilized or unless authorized by the Montgomery County

Conservation District. Stabilization shall be defined as being covered with structures, stone base, sod, a 75% stand of grass or other conditions as approved by the district.

59. All internal streets are dedicated to public use.
60. For the intersection of _____ all sight distance obstructions (including but not limited to embankments and vegetation) shall be removed by the developer (permittee) to provide a minimum of ____ feet of sight distance to the left and _____ feet of sight distance to the right for a driver exiting the proposed intersection onto the through highway. The driver must be considered to be positioned ten feet from the near edge of the closest highway through travel lane (from the curb line if curbing is present) at an eye height of three feet six inches (3'6") above the pavement surface. The point sighted by the exiting driver shall be three feet six inches (3'6") above the pavement surface located in the center of the closest highway travel lane designated for use by approaching traffic. This sight distance shall be maintained by the permittee.
61. For the intersection of _____ and _____, the responsibility for ensuring that all utility poles within the proposed paving are relocated outside of paved areas and shoulders prior to paving shall be that of the developer (permittee).
62. For the intersection of _____ and _____, maintenance and control of traffic during construction shall be in accordance with PENNDOT Publication 203 Work Zone Traffic Control.
63. Lots 6, 7, 8 and 9 shall be prohibited from removing any trees two (2) inches or more in caliper within the conservation easement shown on their lots. Any trees over two (2) inches in caliper that are removed shall be replaced. The clearing of brush within the conservation easement shall be held to a minimum. If the clearing of brush creates a void in the existing vegetative screen, the void shall be filled with new plantings to the satisfaction of the Township. This restriction shall be incorporated into the first deed of conveyance of said lots as perpetual covenant running with the land.
64. Street lighting shall be provided along _____ subject to the approval of the Township Engineer.
65. The Landscaping installed in accordance with this Plan Set shall be subject to the following requirements:
 - a. No trees or planting shall be removed without written permission from the Township Engineer;

- b. The **[individual lot owners<>property owner]** shall appropriately maintain the trees and plantings; the Township may direct the **[individual lot owners<>property owner]** to take appropriate measures to maintain the trees and plantings if the Township deems it necessary;
 - c. If any of the trees or plantings die, the **[individual lot owners<>property owner]** shall replace same on a one for one basis with trees and/or plantings acceptable to the Township Engineer; the minimum replacement tree size shall be 1 1/2" to 3" caliper trees.
66. The HVAC units shall be shielded with appropriate sound baffling materials, as approved by the Township Engineer, if the sound emanating therefrom is objectionable to the neighbors.
67. If the sound emanating from the HVAC Units is objectionable to the neighbors, the Developer/Owner shall employ appropriate sound reduction measures (shielding, channeling wells, etc.), as approved by the Township Engineer, to make the sound emanating from the HVAC Units non-objectionable to the neighbors.
68. Variances were granted on September 11, 1995 by the Cheltenham Township Zoning Hearing Board under Appeal No. _____ to permit the erection of the proposed shade house for nursery plants at the location shown on the plan. The first variance was for a two (2) foot Front Setback for the fenced enclosure; the second variance is for an eight (8) foot high solid fence enclosure measuring 100' x 20', rising no more than thirteen (13) feet in height in its middle; said enclosure to be of chain link fencing over which opaque textile fabric shall be fitted. These Variances were granted with the following conditions:
- (a) The hedge abutting the green space buffer to the adjacent street shall be pruned and not sheared at a twelve foot height and maintained in that fashion;
 - (b) The green space buffer to the adjacent street shall be maintained in a manner consistent with the applicable provisions of Township regulations and ordinances; and
 - (c) The approval by the Township of Cheltenham Board of Commissioners of the land development plan of the applicant.
69. The Hours of Operation for tractor trailers delivering materials to the site shall be 7:30 AM to 5:00 PM. No tractor trailers will be allowed on site at any time other than for deliveries, as noted above.

70. The trash dumpster for this site shall be kept inside the building.
71. Trash and/or recycling containers shall be stored at the architectural rear of the townhomes. Trash and recycling containers shall be placed at the central trash pick-up area no sooner than 5 PM (prevailing time) of the day before trash pick-up and the trash and/or recycling containers shall be removed from the central trash pick-up area and placed behind the townhomes no later than 8:00 PM (prevailing time) of the trash pick-up day.
72. The 100' wide area adjacent to Bickley Road is a permanent landscape buffer. No construction activities, stockpiling and/or storage of materials, or storage and/or parking of vehicles is permitted within this area. If any portion of the existing privet hedges along the front and/or rear of the 100' wide buffer area die off, the Owner shall replace the dead hedge sections with minimum four (4) foot high Privet Hedge.
- If any of the existing trees within the 100' wide buffer area die, the Owner shall replace the trees on a one for one basis, with 1 1/2" - 3" dbh caliper trees, acceptable to the Township Engineer.
73. [Dry Wells/Infiltration Trenches/Stone Seepage Beds] shall be inspected at the following checkpoints:
- . Inspection of trench sides and bottom prior to placement of geotextile
 - . Placement of geotextile, stone, and pipe.
 - . Connection of pipe to downspout collection system and to storm inlets.
 - . Backfilling over stone bed.

Two (2) working days notice must be given to arrange for inspection.

The Developer/Owner shall furnish the Township Engineer with weigh slips for each load of aggregate placed in the [Drywell/Infiltration Trench/Stone Seepage Bed.]

The mouth of all inlet pipes to [Dry Well/Infiltration Trenches/Stone Seepage Bed] will be covered with a geotextile secured to the inlet with wood nailers; the geotextile screening shall remain in place until 75% of the pervious areas draining to the [Dry Well/Infiltration Trench/Stone Seepage Bed] have been permanently stabilized, at which time the geotextile screening shall be removed. If the geotextile screening is missing prior to the 75% stabilization point, the

Developer/Owner shall reconstruct the [Dry Well/Infiltration Trench/Stone Seepage Bed] from the initial placement of the geotextile (including).

74. The Developer/Owner shall construct tree wells around any tree larger than 6" dbh where the change in grade around the tree (within the dripline) is 4" or greater.
75. The Developer/Owner shall replace any tree larger than 6" dbh that dies due to construction activities during the period from the start of construction to eighteen (18) months after the issuance of the Certificate of Occupancy for the house on Lot 2.
76. The sidewalk access easement along the Mountain Avenue frontage of Lot 2 shall be for the use of the public.
77. No Building Permit for proposed structure on Lot _____ shall be issued until and unless the Building Permit Applicant furnishes the Township Engineer the following data for his review and approval:
 - a. Site Topography
 - b. Proposed Grading
 - c. Proposed Utilities
 - d. Erosion/Sediment Control Measures
 - e. Driveway and curb cut location
 - f. Stormwater Management Design
 - g. Appropriate details and Notes
78. Lot #1B is a non-building lot; it is to be combined with Lot #2 and become an invisible part of that lot.
79. Any future development on Lot #1A shall be subject to the requirements of Chapter 260, entitled "Subdivision and Land Development" of the Cheltenham Code.

No building permits shall be issued for any proposed structure on Lot #1A shall be issued unless and until an approved Land Development Plan on Lot 1A is recorded in Norristown, PA.
80. The Developer/Owner shall replace any curb and/or sidewalk along its road frontages identified by the Township as having to be replaced pursuant to the requirements of Cheltenham Code, Chapter 255, prior to the Certificate of Occupancy being issued for the proposed building.
81. The Township Engineer or his designee shall have the right to inspect the proposed site improvements on Lot _____ and to direct the Owner/Developer to correct any deficiencies; no Certificate of Occupancy for any structure on Lot

shall be issued unless and until the site improvements are complete and approved by the Township.

82. Lot _____ is a non-building lot; it is to be conveyed to the Owners of _____ and become an invisible part of that lot. If Lot _____ is not conveyed to the Owners of _____ within one (1) year of the recording of this plan, this subdivision shall be null and void.
83. All exterior lighting fixtures shall be consistent with the style of lighting fixtures recommended by the Township Commercial District Enhancement Plan for the _____ Commercial District.
84. The exterior lighting shall not be replaced until the Township's Commercial District Enhancement Plan for the _____ Commercial District is adopted.
85. The exterior lighting shall be installed within six (6) months after the adoption of the Township's Commercial District Enhancement Plan for the _____ Commercial District.
86. The Developer/Owner shall set up and fund an escrow account for aforesaid exterior lighting prior to plan recordation.
87. The Developer/Owner shall submit a revised "Lighting Plan" with appropriate details and Notes to the Township Engineer for his review and approval prior to the installation of same and within two (2) months after the adoption of the Township's Commercial District enhancement Plan for the _____ Commercial District.
88. The Township Engineer shall be notified, in writing, two (2) calendar weeks prior to the placement of any landscape materials in order for the Township Engineer or his designee to arrange for and inspect the landscape materials.

No landscape materials shall be placed without being inspected and approved by the Township Engineer or his designee.

All rejected landscape materials shall be immediately removed from the site and replaced with acceptable landscape materials. No substitutions for landscape materials are accepted unless approved by the Township Engineer, in writing.
89. There shall be no payphones within the Wendy's leasehold.
90. All proposed concrete pads shall be integrally tinted black with an appropriate pigment and mixture to match the surrounding asphalt pavement.

91. The façade and exterior lighting fixtures of the proposed Wendy's shall substantially match the colored renderings submitted by Wendy's Old Fashioned Hamburgers as Applicant's Exhibits A-11 and A-12 for Cheltenham Township Zoning Hearing Board Appeal No. 2808.
92. The hours of operation of the proposed Wendy's shall be as follows:
 - a. Main dining room: 7:00 AM to 11:00 PM
Pick-up window: 7:00 AM to 1 AM
93. Trash pick-up for the proposed Wendy's shall be between the hours of 7:00 AM to 10:00 PM only.
94. Trash and/or recycling containers shall be stored within the garages of the townhomes. Trash and recycling containers shall be placed outside no sooner than 7:30 PM (prevailing time) of the day before trash pick-up and the trash and/or recycling containers shall be placed back within the garages of the townhomes no later than 7:30 PM on the day of trash pick-up.
95. Wendy's shall remove litter from its leasehold (especially from the landscape islands) on a daily basis and upon direction by the Township to do so.
96. In the event the Cheltenham Township Police Department (i) observes a major threat to public safety or a continuous pattern of unsafe conditions as a result of loitering or other criminal activities at or on the parking lot immediately abutting the Wendy's Restaurant, and (ii) provided these activities have been brought to the attention of Wendy's International, Inc. Regional Office and further provided that (iii), if Wendy's, in cooperation with Cheltenham Square Mall's security, fails to undertake corrective measures within an appropriate time period or if said security measures are shown to be ineffective after a reasonable period, then the Chief of Police may notify the Cheltenham Township Engineer and the Township Engineer may require Wendy's to provide additional levels of security personnel specifically within or about is restaurant as may be reasonably appropriate to correct the problem. Such added security personnel shall be present on those days and during those hours that correspond to the undesirable activity and will continue for a period of at least 60 days. The aforesaid request from the Cheltenham Police Department and corresponding requirement by the Township Engineer that Wendy's security be increased may be repeated as often as conditions reasonably warrant such imposition.
97. The term "Wendy's International, Inc. Regional Office" used in any notes contained in this plan set shall include any successor companies thereto.
98. This townhome complex shall be maintained in accordance with the requirements of the current edition of the BOCA Property Maintenance Code.
99. The cost of maintenance, repair and/or replacement of the private sanitary sewer

from its connection (including maintenance, repair and/or replacement of the connection; including pavement patching and curbs and sidewalk replacement) to the Township Sanitary Sewer System to the Lot 5/6 common line shall be equally shared by those lots whose sewage effluent drains to the sewer problem area.

100. The owner of Lot 7 is responsible for the maintenance, repair and/or replacement of the new Keystone Block retaining wall along the west side of Lot 7. Any disturbance made on Lot 6 in the process of maintaining, repairing and/or replacing said retaining wall shall be repaired and/or restored to original or better condition. The owner of Lot 7 shall maintain, repair and/or replace said retaining wall within thirty (30) days after receiving written notice from the Township to do so.
101. The 15' private Sanitary Sewer Easement shown on Lot #3 is for the sole use of Lot #4. The Owner of Lot #4 is responsible for the installation, maintenance, repair, replacement and/or removal of the sanitary sewer within this easement. The Owner of Lot #4 shall be responsible to restore to original or better condition any areas on Lot #3 disturbed by the aforementioned operations.
102. The entire cartway of Paxson along the Project frontage shall be milled 2" and overlaid with 2" of wearing course if the trenches for utility services to the townhomes are made after the Township's Year 2001 repaving of Paxson Avenue.
103. There shall be no driveway(s) and/or walkways(s) from Lot #1A onto Church Road.
104. The proposed sanitary sewer line servicing this property is a private sanitary sewer line. The Owner of this property shall be responsible for the installation, operation, maintenance, repair, replacement and/or removal of the proposed sanitary sewer line from its tie-in (including) to the Township Sanitary Sewer System on the Cedarbrook Country Club property to Prop. San. MH#4.
105. All structures on this property shall be in compliance with the requirements of the current edition of the BOCA Property Management Code.
106. Breyer Court (the cartway) is neither a public street nor a private street; it is an internal accessway within the Breyer Tract.
107. The Developer shall maintain the existing chain link fencing behind Units 1 through 13 in its existing condition; any portion of said fencing that is damaged during the period from the start of construction to the issuance of the certificate of occupancy for the last townhouse to be sold shall be replaced by the Developer within forty-eight (48) hours of the occurrence of the damage.

108. The Owner of this Lot is responsible for the maintenance, repair and/or replacement of the following, as directed by the Township to do so:
 - a. The existing stone masonry wall along junction curve joining the Rices Mill road and Church road right-of-ways;
 - b. The 6' high fencing along Church Road; and
 - c. Vegetative cover on the Church Road frontage.
109. All trees/shrubbery on this Lot shall be trimmed/limbed by a certified arborist prior to the issuance of the Certificate of Occupancy.

B. LANDSCAPING NOTES

1. Locations of plant materials approximate. Exact location of plant materials shall be determined by Landscape Contractor in the field, with the approval of the Landscape Architect and Township Engineer.
2. Landscape plans shall not be utilized to determine locations, dimensions or measurements of other proposed site structures. Refer to appropriate drawings by engineer for other information.
3. Plant names shall agree with the nomenclature "Standard Plant names" as adopted by the American Joint Committee on Horticulture Nomenclature.
4. All plants shall be typical of their species or variety. They shall have normal well developed branches, and vigorous fibrous root systems. They shall be free from disfiguring knots, sunscale, injuries, abrasions of bark, plant diseases, insect eggs, borers, and all forms of infestation. All collected material shall be clean, soundstock, and free from decaying stumps.
5. Size and grading standards shall conform to the "U.S.A. Standard for Nursery Stock" as sponsored by the American Association of Nurserymen.
6. Balled and burlaped and balled and platform plants shall have solid ball of earth securely held in place by burlap and stout rope. Minimum ball sizes shall be specified in the "U.S.A. for Nursery Stock". Loose, broken, or manufactured balls will be rejected.
7. All plants shall be subject to inspection before any plants are dug and replaced. All rejected material shall be immediately removed from the site and replaced with acceptable material. No substitutions for plant material are acceptable unless

approved by Landscape Architect and Township Engineer.

8. The Township Engineer shall be notified, in writing, two (2) calendar weeks prior to the placement of any landscape materials in order for the Township Engineer or his designee to arrange for and inspect the landscape materials.

No landscape materials shall be placed without being inspected and approved by the Township Engineer or his designee.

All rejected landscape materials shall be immediately removed from the site and replaced with acceptable landscape materials. No substitutions for landscape materials are accepted unless approved by the Landscape Architect and Township Engineer, in writing.

9. Planting shall be conducted under seasons which are normal for such work. At the option and on the full responsibility of the Contractor, planting operation may be conducted under unseasonable conditions. In general, plant during the following seasons unless otherwise approved by the Architect:

- a. Deciduous Trees and Shrubs: When plants are dormant. (Fall and early Spring)
- b. Broadleaf Evergreen Trees and Shrubs: from the time the frost leaves the ground until new growth is well developed. (Spring)
- c. Groundcover: After the danger of frost is past. (Spring until early Summer)

Provide continuous double-shredded hardwood bark (3" thick) at the base of the specimen trees and shrubs and in all planting beds.

10. The Contractor shall be responsible for determining where the underground utilities exist on-site. The Contractor shall exercise extreme caution when excavating near these utilities.
11. All disturbed pervious areas except planting beds shall be seed and mulched.
12. The beginning of the guarantee period shall start after the acceptance at the final inspection. All planting must be alive and healthy to be considered complete. Plant material shall be guaranteed by the Contractor for a one-year period.
13. Maintenance shall include watering, weeding, cultivating, fertilizing, spraying, tightening, and repairing of guys, removal and replacement of dead material, resetting settled plants to proper grades or upright position, and other necessary

operations as may be required to keep the plants in a live and healthy growing condition.

- 14. The Contractor shall visit the site prior to commencing work to review the existing conditions. Notify Landscape Architect and Township Engineer of any major discrepancies which affect the work.
- 15. (Seeding Note)
- 16. Before mixing planting mixture, clean topsoil of roots, plants, sods, stones, clay lumps, and other extraneous materials harmful or toxic to plant growth.
- 17. Planting mixture shall contain topsoil from local sources or from areas having similar soil characteristics to that found at project site. Obtain topsoil only from naturally, well-drained site where topsoil occurs in a depth of not less than 4 inches. Do not obtain from bogs or marshes.

C. CERTIFICATIONS

1. CERTIFICATE OF ACCURACY

I, _____, hereby certify that I am a Professional Land Surveyor in the State of Pennsylvania and that the plan shown and described hereon, consisting of _____ sheets, represents a survey made by _____ and is true and correct to the accuracy required by accepted surveying standards and practices and by the Cheltenham Township subdivision and Land Development Regulations to the extent it describes the bearings and distances of the property, the location of planimetric features, and that the existing monuments shown herein actually exist and that their positions are accurately shown.

_____, 20__

Professional Land Surveyor

PA License No. _____.

2. CERTIFICATE OF DESIGN

I, _____, hereby certify that I am a Professional Engineer (Land Surveyor), that the site design conforms to all applicable subdivision and Zoning Regulations, and that site design meets accepted design standards and practices.

_____, 20____ Professional Engineer

PA. License No. _____.

3. Acknowledgement where the owner or owners are individuals, all shall join in an acknowledgement substantially as follows:

COMMONWEALTH OF PENNSYLVANIA :
SS
COUNTY OF MONTGOMERY :

ON THE _____ DAY OF _____, A.D., 20 _____,
BEFORE ME, THE SUBSCRIBER, A NOTARY PUBLIC OF THE
COMMONWEALTH OF PENNSYLVANIA, RESIDING IN _____.
_____, PERSONALLY APPEARED _____,
KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE
FOREGOING PLAN, AND ACKNOWLEDGE THAT HE/SHE IS THE REGISTERED
OWNER OF THE DESIGNATED LAND, THAT ALL NECESSARY APPROVALS
OF THE PLAN HAVE BEEN OBTAINED AND IS ENDORSED THEREON, AND
THAT HE/SHE DESIRES THAT THE FOREGOING PLAN BE DULY RECORDED
ACCORDING TO LAW. WITNESS MY HAND AND NOTARIAL SEAL THE DAY
AND YEAR AFORESAID.

OWNER

OWNER

_____(SEAL)
NOTARY PUBLIC
MY COMMISSION EXPIRES:

4. Acknowledgement where the owner is a corporation:

COMMONWEALTH OF PENNSYLVANIA:

SS

COUNTY OF MONTGOMERY :

ON THE _____ DAY OF _____, A.D. 20 ____,
BEFORE ME THE SUBSCRIBER, A NOTARY PUBLIC OF THE
COMMONWEALTH OF PENNSYLVANIA, RESIDING IN

_____, _____ PENNSYLVANIA,

PERSONALLY APPEARED _____ and _____
WHO ACKNOWLEDGED THEMSELVES TO BE THE PRESIDENT AND
SECRETARY OF _____
COMPANY, A CORPORATION, AND THAT AS SUCH PRESIDENT AND
SECRETARY, BEING AUTHORIZED TO DO SO, THEY EXECUTED THE
FOREGOING PLAN BY SIGNING THAT THE SAID CORPORATION IS THE

OWNER OF THE DESIGNATED LAND, THAT ALL NECESSARY APPROVAL OF
THE PLAN HAS BEEN OBTAINED AND IS ENDORSED THEREON, AND
THAT THE SAID CORPORATION DESIRES THAT THE SAID FORGOING PLAN
MAY BE DULY RECORDED.

PRESIDENT

SECRETARY

_____(SEAL)
NOTARY PUBLIC
MY COMMISSION EXPIRES:

5. APPROVAL NOTATION

EXECUTED BY THE BOARD OF COMMISSIONERS OF CHELTENHAM
TOWNSHIP THIS _____ day of _____, 20__ SUBJECT AND
CONDITIONED UPON THE RECORDING OF THIS PLAN IN THE OFFICE OF
THE RECORDER OF DEEDS OF MONTGOMERY COUNTY, WITHIN 90 DAYS
OF THE DATE THEREOF. APPROVED PURSUANT TO RESOLUTION OF THE
BOARD OF COMMISSIONERS ADOPTED _____.

