

MIDDLESEX TOWNSHIP

350 N. MIDDLESEX ROAD, SUITE 1, CARLISLE, PA 17013

Phone Number 717-249-4409 or 844-256-7024 - Fax Number 249-8564

Board of Supervisors: Donald S. Geistwhite Jr., Steven L. Larson, William H. Goodhart

Township Manager: Eileen M. Gault Zoning Officer: Mark D. Carpenter

Date: October 2, 2025

To: Applicant for Plan Approval:
Petri Ottavainen, by email for
Carlisle Development Partners, LLC
1660 International Drive, Suite 500
McLean, VA 22102

Re: Notification of Conditional Plan Approval of
Preliminary/Final Land Development Plan for Cumberland Knoll - PPL Laydown
Plan Prepared by Livic Civil
Plan Date: August 4, 2025; last revised August 11, 2025
Township File No. 25-13

Dear Applicant,

I write to you on behalf of the Board of Supervisors of Middlesex Township in my capacity as Township Zoning Officer. This letter will notify you that, at their meeting on September 26, 2025, the Board of Supervisors of Middlesex Township approved waivers of the following five (5) sections of the Middlesex Township Subdivision and Land Development Ordinance No. 8-2017 (SLDO), and the following four (4) sections of the Middlesex Township Stormwater Management Ordinance No. 6-2011 (SWMO) for the Preliminary/Final Land Development Plan for Cumberland Knoll - PPL Laydown, subject to providing written request and justification for each waiver and listing the waivers on the cover sheet of the plan set.

1. [SLDO 501.A.2.] – Requirement for specific Plan Scale, to allow plan scale greater than required 1"=100'.
2. [SLDO 501.A.6.] – Requirement for location map scale requirements, to allow location map with scale smaller than required 1"=1000'.
3. [SLDO 707.A.1.] – Requirement for installation of sidewalks along adjacent streets, with required note on plan.
4. [SLDO 708.A.] – Requirement for installation of curbing along adjacent streets, with required note on plan.
5. [SLDO 711.] – Requirements for Site Lighting plan, with condition that no site lighting is permitted to be used at night.
6. [SWMO 303.B.2.] – Requirement for infiltration of Stormwater, to allow use of Evapotranspiration BMP in the alternative.
7. [SWMO 303.J.3.] – Requirement for stormwater basin side slopes to not be steeper than 4 units horizontal to 1 unit vertical, to allow use of existing stormwater basin with side slopes of 3 units horizontal to 1 unit vertical.

8. [SWMO 303.J.4.] – Requirement for pipe inverts entering a stormwater basin to be a minimum of six (6) inches higher than the basin floor or lining elevation, to allow use of the existing stormwater basin with a pipe invert at the same elevation as the basin floor.
9. [SWMO 303.K.9.] – Requirement for stormwater drainage swales at a minimum grade of two percent (2%), to allow use of stormwater drainage swales having a grade of less than two percent (2%). This waiver is approved subject to the Stormwater Operation and Maintenance Plan being modified to adequately address maintenance requirements to clear swales of any accumulated sediment.

This letter will further notify you that, at their meeting on September 26, 2025, the Board of Supervisors of Middlesex Township approved the Preliminary/Final Land Development Plan for Cumberland Knoll - PPL Laydown, subject to the following conditions:

1. That the applicant satisfies all comments and suggested conditions of the Township Engineer, Bud Grove in written review memo dated September 22, 2025, in a manner acceptable to the Township Engineer, subject to his final review.
2. That the applicant satisfies all comments of the Cumberland County Planning Department, in written report dated August 2, 2025 for plat number P25-626, subject to final review by the Township Zoning Officer.
3. That per Section 710.E.2.b. of the Subdivision and Land Development Ordinance No. 8-2017, as amended, the applicant pays to Middlesex Township the required fee in lieu of dedication of park and recreation areas for the residential subdivision of \$1,000 per disturbed acre of development area, prior to the plans being signed by the Township and released for recording.
4. That, when plans are released by Middlesex Township for recording at the Cumberland County Office of the Recorder of Deeds, the applicant records all plan sheets of the plan set.

Enclosed are form letters from the township and county planning describing the process for recording the above plan and a form Developer's Agreement, Letter of Credit and Bond. The above referenced conditions of plan approval were agreed upon by your representative, Justin Ross of Livic Civil, at the meeting on September 26, 2025 and must be verified in writing upon receipt of this notification of conditional plan approval.

Sincerely,



Mark D. Carpenter
Township Zoning Officer

cc: Board of Supervisors
Township Solicitor
Township Engineer
Nick Long, Livic Civil, by email
Justin Ross, Livic Civil, by email

MIDDLESEX TOWNSHIP

350 N. MIDDLESEX ROAD, SUITE 1, CARLISLE, PA 17013

Phone Number 717-249-4409 or Toll Free 844-256-7024 Fax Number 249-8564

To: All Applicants for Plan Approval
From: Mark D. Carpenter, Township Zoning Officer
Subject: Recording Of Approved Subdivision and/or Land Development Plans

You should have been notified if Board of Township Supervisors approved your Final Subdivision and/or Land Development Plan. Section 304 of the Township Subdivision and Land Development Ordinance No. 8-90 requires that, upon the approval of a final plan, the applicant shall record the plan in the Office of Recorder of Deeds for Cumberland County, Pennsylvania. If the plan approval was conditional upon certain items, they must be resolved before recording the plan. Typical conditions of approval include plan revisions to satisfy Township staff comments, Pennsylvania Department of Environmental Protection approval of Sewage Facilities Planning module, Developer's Agreement executed with the Township for required public improvements, posting sufficient financial security with the Township to cover estimated costs of constructing proposed public improvements as shown on the plan and required by Ordinance, and satisfying requirements of the Township Subdivision and Land Development Ordinance No. 8-90 pertaining to the dedication of park and recreation areas and fees in lieu thereof.

When all conditions of plan approval have been resolved, the plan is ready for recording. Before the plan is recorded, the applicant shall submit two signed copies of a Developer's Agreement with the Township for required public improvements and the applicant shall post financial security for required public improvements. The Township Solicitor and Township Engineer shall approve the amount and form of financial security proposed by the applicant. Upon request, the Township will supply form Developer's Agreement and Letter Of Credit documents for use by the applicant. The applicant shall provide the Township with signed, notarized and sealed versions of at least the following sets of all approved plan sheets:

- At least four (4) copies of the entire plan set printed at maximum 30" X 42" sheet size for recording.

The Board of Supervisors will sign approval verification on the plan as soon as possible after receipt, and will notify the applicant to pick up the plan for recording. The applicant must have Cumberland County Planning Department sign and date the review verification on the plan before recording, and must provide a CD with digital AutoCAD files of the plan in .dwg or .dxf format. The County Planning Department is located at 310 Allen Road, Suite 101, Carlisle, PA 17013 (phone no. 717-240-5362).

After obtaining a certified tax parcel number(s) at the Cumberland County Tax Assessment Office at room 110 in the old Courthouse building at One Courthouse Square, Carlisle PA, plans shall be recorded at their cost by the applicant at the Office of Recorder of Deeds for Cumberland County, in the new Courthouse building at One Courthouse Square, Carlisle PA (phone no. 717-240-6370). The Office of Recorder of Deeds will keep two copies of the recorded plan. Please make sure all recorded plans returned to the applicant include the assigned tax parcel number(s) and a recorded document certification page from the Recorder of Deeds to verify the Date of Recording and Instrument Number for the recorded plan.

Within ten days after recording, the applicant shall return properly recorded copies of the plan to the Township in the number and format as follows:

- At least two copies of the entire plan set as recorded.
- One copy of the recorder of deeds 8 1/2" x 11" certification page verifying that the plan was recorded.
- Electronic PDF files of the entire plan set as recorded, including the recorder of deeds certification page.

Please contact the Township Office if you have questions about this process.

Cumberland County Plan Recording Procedures

Posted on: February 7, 2022

<https://www.ccpa.net/CivicAlerts.aspx?AID=2178>

ATTENTION!!! Plan Recording Guidelines

The Cumberland County Uniform Parcel Identifier (UPI)/Mapping office and the Recorder of Deeds Office, continue to accept Subdivision Plans for recording by appointment only. Here are guidelines that must be followed in order to record a plan.

GUIDELINES FOR PLANS

MASKS MUST BE WORN WHILE INTERACTING WITH OTHERS IN THE RECORDER OF DEEDS OFFICE.

- Prior to recording, please visit the Cumberland County Planning site: <https://www.ccpa.net/3185/Plan-Submission-Recording-Procedures>. Their direct phone is 717.240.5362. The Planning Department will be open daily, no appointment required to obtain signatures prior.
- Cumberland County strives to create the most accurate public records possible. The following electronic AutoCAD files (.dwg) are **required** by the Planning Department prior to or at the time of recording any plan. Please note that **the Planning Department will not sign the plan for recording** until this information is emailed to planningreviews@ccpa.net. Links to online file downloads are acceptable. Applicants are required to provide the following files:
 1. **Parcel boundaries**
 2. **Lot lines**
 3. **Building footprints**
 4. **Road rights-of-ways**
 5. **Edge of pavement**
 6. **Declaration of planned communities/condominiums documents (including amendments)**
- All filers must make an appointment for filing through the Recorder of Deeds' Office by email at recorderofdeeds@ccpa.net. The Recorder's Office will coordinate this appointment with the UPI office. Subdivision Plans will only be accepted by appointment only through the UPI Office and the Recorder's Office.
- YOU WILL NEED TWO SETS OF PLANS FOR RECORDING THAT WILL BE RETAINED BY
 1. THE UPI OFFICE AND 2. THE RECORDER'S OFFICE.
- Once a plan is signed by the Planning office, a copy should be taken to the UPI office at the Old Courthouse at the scheduled appointment time. Filers will be asked to give one copy to the UPI office to retain for their records.
- After the UPI office approves the plan, the filer should then proceed to the New Courthouse to take a second copy to the Recorder of Deeds office.
- After going through security at the New Courthouse, you will need to sign in inside the Recorder's Office.
- Filers should have checks made payable to "Recorder of Deeds" or we accept credit cards for payment -there is an additional \$2.50 convenience fee (or 2.25% over \$100; 3.00% for business cards) by the vendor.
- Plan images will be available on Landex within a week of recording.

DEVELOPER'S AGREEMENT

THIS AGREEMENT made and entered into this _____ day of _____, 20____,
by and between:

(name of Developer)

(address and telephone number of Developer)

party of the first part, hereinafter called "Developer",

AND

TOWNSHIP OF MIDDLESEX, a municipal township
of the second class situated in Cumberland County,
Pennsylvania, having its office and address for all purposes
hereunder at 350 North Middlesex Road, Suite 1, Carlisle, PA
17013, party of the second part, hereinafter called "TOWNSHIP".

WITNESSETH:

WHEREAS, the Developer is the legal or equitable owner of certain lands located in Middlesex Township, Cumberland County, Pennsylvania, which lands are under the jurisdiction of Township for planning and development purposes pursuant to the Pennsylvania Municipalities Planning Code, as amended, (hereinafter "Code") and various ordinances of the Township (hereinafter "Ordinances"); and

WHEREAS, the Developer is planning or proposing a residential, commercial or industrial subdivision and/or land development or other use which requires subdivision and/or land development approval pursuant to said Code and Ordinances; and

WHEREAS, the Developer has submitted to the Township a subdivision and/or land development plan entitled *(full title of Plan)* _____

_____,
prepared by the Developer's Engineering and/or Surveying Firm *(name & address of Engineering*

and/or Surveying firm) _____,
originally dated _____ and last revised _____, (hereinafter called
“Plan”); said Plan being incorporated herein by reference thereto, which Plan has been approved on
(Township approval date) _____ by all authorities of Township having jurisdiction
subject to the posting of improvements security as required by said Code and Ordinances and further
subject to such conditions as detailed in a certain letter from the Township to the Developer, dated
_____, a copy of which is attached, labeled “Exhibit A” and incorporated herein by
reference thereto. Said conditions of Plan approval were accepted by the Developer and/or its
authorized agent(s); and

WHEREAS, said Plan shows improvements to be constructed or provided by the Developer,
which improvements are further itemized and identified in a certain letter to the Township from the
Developer’s Engineering and/or Surveying Firm dated _____, and a certain letter to
the Township from the Township Engineer, (name & address of Engineering Firm)
_____, dated _____, copies of which are attached, labeled
“Exhibit B” and incorporated herein by reference thereto; and

WHEREAS, the Developer desires to post the required improvements security in order to
satisfy a condition of Plan approval, record the Plan and proceed with its subdivision and/or land
development; and

WHEREAS, the parties have negotiated certain terms and conditions to govern the required
improvements security which they seek to document by these presents;

NOW, THEREFORE, in consideration of the Township’s release of the Plan and the
Developer’s posting of improvements security relative to construction of the required improvements on
said Plan, and in further consideration of these presents and the promises, terms and undertakings
contained herein, and intending to be legally bound hereby, the parties mutually agree as follows:

1. The foregoing Preamble and Paragraphs are incorporated herein by reference thereto, and
the Developer warrants and represents to the Township that facts contained herein are true
and correct.
2. The Developer covenants, promises and agrees fully to install, construct and provide
required improvements shown on the Plan, as further identified in “Exhibit B” and to
complete the same in good and workmanlike manner. Said required improvements are to be
completed in accordance with and subject to all applicable rules and regulations of the

Township and any other governmental agency having jurisdiction thereof, on or before _____, time being of the essence hereof.

3. In furtherance of the Developer's undertaking in Paragraph 2 hereinabove, and to secure its performance thereof, the Developer shall post good and sufficient security in the amount of \$ _____, which security shall be pledged irrevocably to the Township to assure timely and due completion of all required improvements in accordance with the approved Plan, Code and Ordinances. The form of such security shall be subject to approval of the Township and shall be substantially in the form attached hereto and incorporated herein as "Exhibit C". Said security shall remain in full force and effect until all required improvements are fully installed, constructed and provided and until same have been accepted by and/or dedicated to the Township.
4. If the Developer shall fail, neglect or refuse fully to construct, install and provide said required improvements in strict accordance with this agreement, the Township shall have the right to demand payment of or from the security in whole or in part, at any time on or after the date specified in Paragraph 2, above, and thereafter to enter upon lands of the Developer as necessary in order to proceed with the construction or completion, and the inspection or maintenance of said required improvements, as permitted by the Code or Ordinances. The Township's right to demand payment of or from the security may be exercisable by the Township any number of times.
5. Upon completion of the required improvements and their approval by the Township subject to site inspections and approval of an As-Built Plan, including an As-Built Plan for any completed Stormwater Best Management Practices, and as a condition of the release of the improvement security posted by Developer hereunder, Developer shall post good and sufficient maintenance security, in an amount of fifteen percent (15%) of the total cost of the required improvements, which security (the "maintenance security") shall be pledged irrevocably to Township to assure the structural integrity and functioning of the improvements installed by Developer hereunder, and provide to Township if applicable, a properly executed Stormwater Best Management Practices Operations and Maintenance Agreement for recording by Township, which form of maintenance security and the Stormwater Best Management Practices Operations and Maintenance Agreement shall be subject to approval by the Township.

6. The maintenance security to be posted by Developer as required above shall remain in full force and effect for a term of 18 months from the date of its posting and delivery to Township. Upon said security's posting and delivery to Township, the Township shall release all improvement security posted by Developer pursuant to this Agreement.
7. If the Developer shall fail, neglect or refuse fully to maintain and ensure the proper functioning of the improvements for which maintenance security under this Agreement shall be posted, the Township shall have the right to demand payment of or from the security in whole or in part, and thereafter to enter upon lands of the Developer as necessary in order to proceed with the construction or maintenance of said required improvements, as permitted by the Code or Ordinances. The Township's right to demand payment of or from the security maybe exercisable by the Township any number of times, within the applicable 18 month term of the maintenance security.
8. Nothing herein shall be construed to limit any rights or remedies available to the Township or otherwise provided by law and not specified herein, in the event the Developer shall fail, neglect or refuse to fully construct, install and provide said required improvements in strict accordance with this Agreement. Further, the Developer acknowledges, agrees and confirms that he remains subject and bound to and by all requirements, duties, obligations and responsibilities of the Code and Ordinances which in any way relate or pertain to said required improvements including, but not limited to, their installation, completion, inspection, acceptance, maintenance and/or dedication, whether or not such requirements, duties, obligations or responsibilities, are specifically set forth herein.
9. Upon the Developer's posting of the security required under Paragraph 3 hereinabove, and the parties' execution of this Agreement, the Township shall release said Plan to the Developer who shall, at its sole cost and expense forthwith record said Plan in the Office of the Recorder of Deeds in and for Cumberland County, Pennsylvania, and provide the Township with an original of said recorded Plan indicating thereon the date of recording and appropriate reference to the place of recordation.
10. The rights and obligations under this agreement of Developer cannot be assigned, transferred or delegated by Developer except upon the prior written approval of the Township and under such terms and conditions as may be determined by the Board of Supervisors of the Township. If Developer shall sell or transfer the Plan and/or lands depicted on the Plan to another person or entity for development pursuant to the Plan, the

purchaser/transferee shall be required to enter into a developer's agreement with the Township, post appropriate improvement or other security and comply with such other terms and conditions as determined by the Board of Supervisors.

11. Developer agrees that Developer shall be responsible for and pay all of the Township's costs, expenses and reasonable attorney's fees in the event of Developer's breach of this agreement and/or the Township taking any action to call upon any improvement security or maintenance security or to enforce any term or provision of this agreement.
12. This agreement shall be interpreted and enforced in accordance with laws of the Commonwealth of Pennsylvania and applicable Codes and Ordinances of the Township.
13. The obligations under this agreement of Developer, if more than one person and/or entity, shall be joint and several.

IN WITNESS HEREOF, the parties have caused these presents to be duly executed as of the day and year first written above by their respective duly authorized Officials.

DEVELOPER: *(name, address and telephone number)* _____

By: _____

(signature of Developer)

ATTEST/WITNESS

(name & signature of witness)

(Corporate Seal - if applicable)

TOWNSHIP OF MIDDLESEX

By: _____

Chairman, Board of Township Supervisors

ATTEST:

Township Secretary

(Township Seal)

LETTER OF CREDIT

Board of Township Supervisors
Middlesex Township
350 N. Middlesex Road, Suite 1
Carlisle, PA 17013

Date of Issue: _____

Re: Irrevocable Letter of Credit No. _____

Amount: \$ _____

Expiration Date: *(one year from date of issue)* _____

Beneficiary: Middlesex Township

Dear Board of Township Supervisors,

At the request of *(name, address and telephone number of Developer)* _____

(hereafter called "Developer"),
we hereby extend and issue this irrevocable letter of credit effective this date in favor of Middlesex
Township (hereafter called "Township") in the amount of \$ _____ available by your draft
or drafts at sight drawn on this bank for any sum or sums not exceeding an aggregate of \$
_____ on account of the Developer.

This irrevocable letter of credit has been issued at the request of the Developer in order to
secure the installation, construction, and completion of improvements as required by the Township and
depicted on the *(full title of Plan)* _____, prepared by
Developer's Engineering and/or Surveying Firm *(name & address of Engineering and/or Surveying
firm)* _____,
originally dated _____, and last revised _____.

Funds under this irrevocable letter of credit are available to you by means of drafts at sight
accompanied by your written certification of the failure of the Developer to fully install and complete
the improvements as depicted on the above-referenced Plan and/or as required by any related
Developer's Agreement with the Township respecting such improvements.

Such certification must indicate the amounts payable to you from the account of the Developer and all drafts so drawn must be marked drawn under the number of this irrevocable letter of credit set forth above.

Payment of this irrevocable letter of credit shall be made without determination of condition or facts pertaining to any related contractual agreements between the Developer and the Township. We specifically agree that your drafts will be honored regardless of any objection made by the Developer or any third party, even if said objections indicate that all of the required improvements have been completed. In the event we refuse or fail to honor any drafts in violation of the foregoing, we will be responsible for reasonable attorneys' fees incurred by you in enforcing your right to payment under the terms hereof. It shall be the responsibility of the Developer to resolve any disputes with the Township and payments on drafts will not be withheld as a result of any such disputes.

The Expiration Date noted above shall be automatically extended without any amendment hereto for an additional period of one (1) year from the Expiration Date and for additional periods of one year from each anniversary of the Expiration Date unless at least sixty (60) days prior to the Expiration Date or each anniversary of the Expiration Date, as the case may be, we notify you in writing by certified mail, return receipt requested, addressed to you at 350 North Middlesex Road, Suite 1, Carlisle, PA 17013, that we elect not to renew this letter of credit. If we give such notice, this letter of credit shall expire and be considered cancelled on the Expiration Date or the anniversary of the Expiration Date, whichever the case may be.

This irrevocable letter of credit is subject to the Uniform Customs and Practice for Documentary Credits (2007 Revision), International Chamber of Commerce Publication Number 600.

Intending to be legally bound hereby, this irrevocable letter of credit has been executed by a duly authorized officer of the undersigned bank.

Any and all correspondence regarding the letter of credit should be addressed to:

(name and title of responsible official, name, address and telephone number of financial institution)

ATTEST:

(name and signature of witness)

By: _____
(signature of responsible official)

BOND

KNOW ALL MEN BY THESE PRESENTS THAT _____

_____, as Principal, and _____

_____ as Surety, are held and firmly bound unto the TOWNSHIP
OF MIDDLESEX, Cumberland County, Pennsylvania in the just and full sum of

_____ (\$ _____) Dollars, lawful money of the United States

of America, to be paid to the Township of Middlesex (the "Township"), its certain attorney or assigns; to which
payment, well and truly to be made, we do bind ourselves, our heirs, personal representatives, successors and assigns,
and every one of them, jointly and severally, firmly by these presents.

WHEREAS, the said Principal is required as a condition of the *(insert full name of Plan)*

_____ (the "Plan")

approval and by law of the Commonwealth of Pennsylvania, to provide financial security in lieu of construction and
completion of certain public improvements as noted on the Plan if such public improvements are not completed prior to
final plan approval; and

WHEREAS, Principal hereby provides said security in the amount indicated above for the construction and
completion of certain public improvements by this Bond;

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall
well and faithfully carry out and perform the construction of all public improvements required by said Plan, including
but not limited to, roadway, driveways, curbs, sidewalks, storm water facilities, landscaping, basins and paving, and
shall also save and hold harmless and indemnify the said Township of Middlesex, its Supervisors, officers, employees
and agents (collectively "Obligees") of and from all liens, charges, costs and expenses, attorney's fees, damages, injury,
death, claims and/or loss to which the said Obligees may be subject by reason of any wrongdoing, misconduct, want of
care, of skill, negligence or default upon the part of the Principal, it or his agents, contractors and/or employees in or
about the execution or performance of constructing and completing said improvements, and shall save and keep
harmless said Obligees against and from all claims or losses to it from any cause whatever in the matter of constructing
and completing of said improvements, and pay to said Township of Middlesex any and all costs and expenses which the
Township of Middlesex may incur, from whatever source, by reason of any such default or failure of the Principal, then
the above obligation be void; otherwise, same to be and shall remain in full force, virtue and effect.

This Bond shall expire upon approval by the Township of Middlesex of the completion of the improvements and the submission of a maintenance bond in form satisfactory to the Township of Middlesex.

SEALED with our seals and dated this _____ day of _____, 20_____.

INDIVIDUAL OR PARTNERSHIP PRINCIPALS

_____ (SEAL)

_____ (SEAL)

_____ (SEAL)

In the presence of:

_____ (SEAL)

CORPORATE PRINCIPAL

Name of Principal:

ATTEST:

Secretary

By: _____ (SEAL)
President

SURETY

ATTEST:

_____ By: _____ (SEAL)

Countersigned:

By: _____

Attorney-in-Fact,
State of _____

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the _____, Secretary of the Corporation named as Principal in the within Bond; that _____, who signed the said Bond on behalf of the Principal was then _____ of said Corporation; that I know his signature thereto is genuine; that said Bond was duly signed, sealed and attested to for and in behalf of said Corporation by authority of its governing body.

(Corporate Seal)

Title: _____