

ORDINANCE NO. 24 - _____

AN ORDINANCE OF THE BOARD OF SUPERVISORS OF THE TOWNSHIP OF HANOVER, COUNTY OF NORTHAMPTON, COMMONWEALTH OF PENNSYLVANIA, TO AMEND THE HANOVER TOWNSHIP ZONING ORDINANCE CHAPTER 185 OF THE CODIFIED CODE OF THE TOWNSHIP OF HANOVER TO PROVIDE FOR THE AMENDMENT OF CHAPTER 185, SECTION 185-35.D BY ADDING A LIMITED SERVICE HOTEL AND MOTEL ESTABLISHMENT AS A USE PERMITTED BY CONDITIONAL USE IN THE PIBD DISTRICT AND FOR THE AMENDMENT OF SECTION 185-54.E.(9) OF THE CODIFIED CODE OF THE TOWNSHIP OF HANOVER TO ESTABLISH CRITERIA FOR SAID USE; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES INCONSISTENT HERewith; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, pursuant to the Pennsylvania Municipalities Planning Code, 53 P.S. 1010 et seq., the Board of Supervisors of the Township of Hanover, Northampton County, Pennsylvania, desires to amend Chapter 185 Zoning, Section 185-35.D of the Codified Code of the Township of Hanover by adding a limited service hotel and motel establishment as a use permitted by conditional use in the PIBD District and to amend Chapter 185 Zoning, Section 185-54.E.(9) of the Codified Code of the Township of Hanover to establish criteria for said use in the PIBD District; and

WHEREAS, the Board of Supervisors of the Township of Hanover, Northampton County, Pennsylvania, finds that the proposed amendment will promote, protect, and facilitate the public health, safety and welfare; and

WHEREAS, the Board of Supervisors of the Township of Hanover has conducted a public hearing pursuant to public notice concerning the following amendment to the Hanover Township Zoning Ordinance as set forth hereinafter.

NOW, THEREFORE, BE IT ORDAINED AND ENACTED by the Board of Supervisors of the Township of Hanover, County of Northampton, and Commonwealth of Pennsylvania, as follows:

SECTION 1. The Board of Supervisors of Hanover Township, Northampton County, Pennsylvania, under powers vested by the "Second Class Township Code" of Pennsylvania and the authority and procedures of the "Pennsylvania Municipalities Planning Code," as amended, as well as

other laws of the Commonwealth of Pennsylvania, does hereby enact and ordain the following amendments to the Hanover Township Zoning Ordinance, as amended.

SECTION 2. Chapter 185 Zoning, Section 185-35.D of the Codified Code of the Township of Hanover is hereby amended by amending the existing Zoning Ordinance to add the following as subsection (28):

“(28) Limited service hotel and motel establishments, subject to the approval of the Board of Supervisors and restrictions contained in §185-54.E.(9).”

SECTION 3. Chapter 185 Zoning, Section 185-54.E.(9)(a) and Section 185-54.E.(9)(c) of the Codified Code of the Township of Hanover are hereby amended by amending those subsections of Section 185-54.E.(9) to read as follows:

“(a) In the PORR District, the limited service hotel and motel establishment use shall only be allowed in the four-hundred-foot-wide “no residential” strip along arterial streets or highways. In the PIBD District, the limited service hotel and motel establishments shall only be allowed within 750 feet of an arterial street on a lot abutting an arterial street and within 2500’ of an interchange with U.S. Rte. 22.

“(c) In the PORR District, the limited service hotel and motel establishments use shall only have access to a street at a signalized intersection. In the PIBD District, the limited service hotel and motel establishments shall be located on a corner lot that adjoins a signalized intersection.”

SECTION 4. Chapter 185 Zoning, Section 185-54.E.(9) of the Codified Code of the Township of Hanover is hereby amended by adding the following subsections:

“(h) In the PIBD District, the limited service hotel and motel establishment shall have no more than two (2) oversized parking spaces, which amount shall be determined by the Township Board of Supervisors during the land review process. In addition, signage shall be erected at locations determined by the Township Board of Supervisors during the land review process that

otherwise prohibits the parking of oversized/utility vehicles and tractor-trailers on the property except in any designated oversized spaces. For the purposes of this provision, the dimensions of an oversized parking space shall be 10' by 36'.

“(i) In the PIBD District, the limited service hotel and motel establishment shall not be a monthly rate hotel and not be intended primarily for use by long-term visitors. Long-term visitors are visitors who stay for a period of more than 30 consecutive days. Further, no room shall include a full-sized stove or oven.”

SECTION 5. If a court of competent jurisdiction declares any provision of this amendment to be invalid in whole or in part, the effect of such decision shall be limited to those provisions expressly stated in the decision to be invalid, and all other provisions of this amendment to the Hanover Township Zoning Ordinance shall continue to be separately and fully effective.

SECTION 6. All provisions of Township ordinances and resolutions or parts thereof that were adopted prior to this amendment to the Hanover Township Zoning Ordinance and that are in conflict with this amendment to the Hanover Township Zoning Ordinance are hereby repealed.

SECTION 7. This Ordinance shall become effective in five (5) days.

ATTEST:

HANOVER TOWNSHIP,
NORTHAMPTON COUNTY,
PENNSYLVANIA

By: _____
Print Name: _____
Title: _____

By: _____
Print Name: _____
Title: _____

**HOLD HARMLESS
INDEMNIFICATION AGREEMENT**

THIS AGREEMENT, made this 12th day of June 2024, by and between HANOVER TOWNSHIP, a second class township of Northampton County, Pennsylvania, with an address at 3630 Jacksonville Road, Bethlehem, Pennsylvania, 18017 ("Township") and **TIM M & AN Q SOSTAK** adult individuals residing at 5429 Comfort Cir, Bethlehem, Hanover Township, Northampton County, Pennsylvania, 18017 ("Owner").

RECITALS

A. Owners propose to install a fence (the "Structure") on the property located at 5429 Comfort Cir, Bethlehem, Pennsylvania also know as tax parcel number M6-26-44-0214 (the "Premises").

B. A plot plan of the Premises and the proposed location of the Structure is attached as Exhibit "A".

C. The proposed Structure will encroach into the twenty (20) foot Drainage and Utility Easement in the side and rear yards located on the Premises (the "Easement").

D. In order to place the Structure within the Easement, the Owners need the permission of the Township. The Township is willing to consent to the placement of the Structure in the Easement, upon satisfaction by Owner of the conditions set forth herein.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, AND INTENDING TO BE LEGALLY BOUND, the parties hereto agree as follows:

1. All "RECITALS" are hereby incorporated by reference as if the same were fully set forth here.

2. The Township hereby agrees to consent to the placement of the Structure in the Easement of the Premises upon the satisfaction of the conditions set forth below.

3. As a condition for approval and consent by the Township as set forth in paragraph 2 above, Owners, for themselves and their heirs, successors, executors, administrators and assigns, hereby agree to hold the Township harmless and indemnify the Township from and against any and all claims, actions, damages, suits, expenses (including attorney's fees), liabilities and the like, in law or in equity, and of any kind and nature, in connection with loss of life, personal injury and/or damage to property to any person arising from or in any way, directly or indirectly, associated with or caused by Owners' placement of or the existence of the Structure in the Easement of the Premises, including, but not limited to, loss of life, personal injury and/or damage to property caused by the improper construction and/or maintenance of the Structure.

4. In the event the Township is made a party to any litigation commenced by or against the Owners in connection with the placement of or the existence of the Structure, then the Owners shall protect and hold harmless the Township and shall pay all costs, expenses, and attorney's fees incurred or paid by the Township in connection with any such litigation.

5. The parties hereto acknowledge and agree that the Township's consent is conditioned upon the consent to the placement of the Structure by any and all utilities utilizing the Easement.

6. The parties hereto acknowledge that this Agreement is conditioned upon Owners obtaining the permission of adjacent landowners as to the placement of the structure, as may be required under the current Township Ordinance.

7. The parties hereto acknowledge that the Township retains discretion to require the removal of the Structure, in whole or in part, from the easement of the Premises if, in the sole opinion of the Township, the structure interferes with drainage on the Premises or on the Property of surrounding landowners.

8. This Agreement shall run with the land and shall be binding upon the Owners, their heirs, successors, executors, administrators and assigns, and shall inure to the benefit of the Township.

9. This Agreement, or any part thereof, shall not be construed against any party hereto, due solely to the fact that the Agreement, or any part thereof, was drafted by such party.

10. Owners shall immediately upon request pay all Township costs in connection with the Owners' request, including, but not limited to, attorney's fees, engineering fees and administrative expenses.

IN WITNESS WHEREOF, the parties hereto have set forth their hands and seals
on the date first above written.


ATTEST:

HANOVER TOWNSHIP, Northampton County,
Pennsylvania, a second class township

By: _____

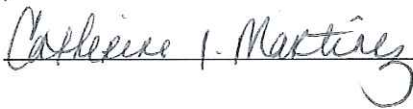
By: _____
SUSAN A LAWLESS, ESQ, Chair
Board of Supervisors


WITNESS:



By: 

TIM M SOSTAK



By: 

AN Q SOSTAK

COMMONWEALTH OF PENNSYLVANIA)
) ss:
COUNTY OF NORTHAMPTON)

ON THIS, the _____ day of _____, 2024, before me, the subscriber, a Notary Public in and for the said County and State, the undersigned officer, personally appeared **SUSAN A LAWLESS, ESQ** who acknowledged himself to be the Chair of the Board of Supervisors of Hanover Township and that she as such Chair, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as Chairman.

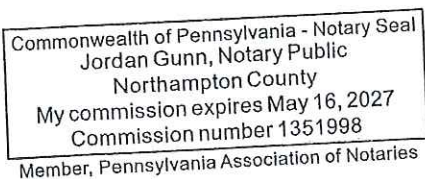
IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

NOTARY PUBLIC

COMMONWEALTH OF PENNSYLVANIA)
) ss:
COUNTY OF NORTHAMPTON)

ON THIS, the 12th day of June, 2024, before me a notary public, the undersigned officer, personally appeared **TIM M AND AN Q SOSTAK**, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument, and acknowledged that they executed the same for the purposes therein contained.

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



NOTARY PUBLIC *Jordan Gunn*

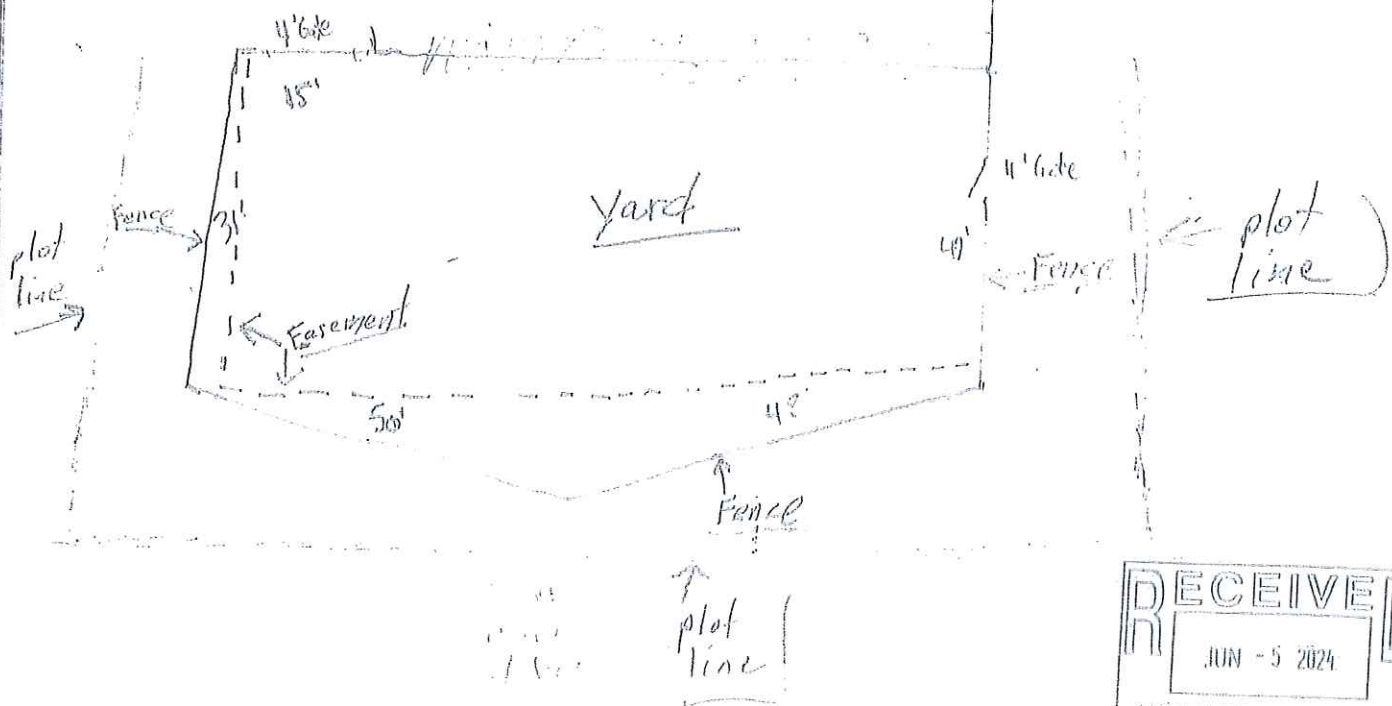


Sosbalk Layout
5/30/24

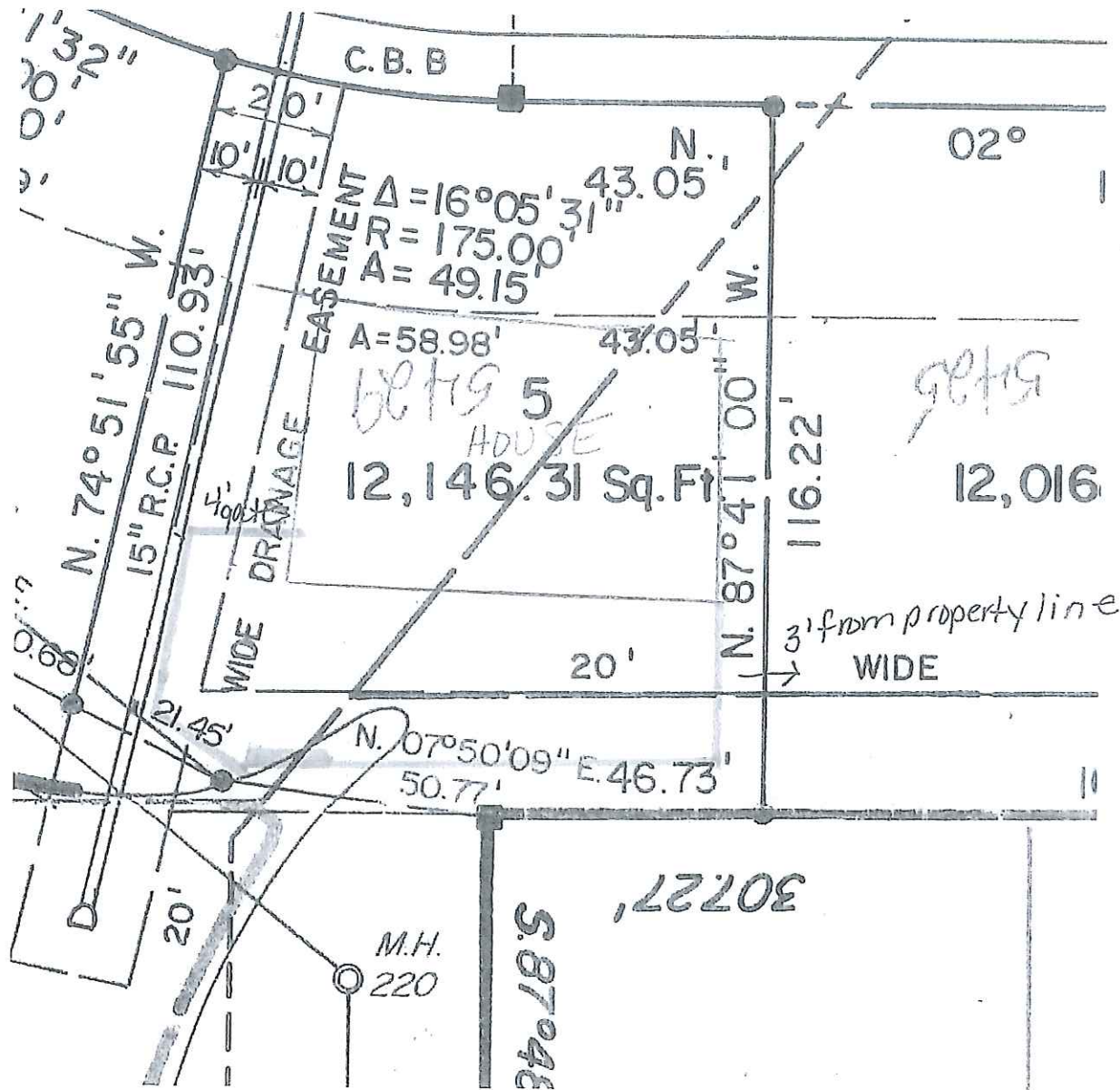
5929
County Circle

House

Yard



RECEIVED
JUN - 5 2024
HANOVER TOWNSHIP



2396 Jacksonville Road
Bethlehem, PA 18017
610-703-8230
June 7, 2024

Board of Supervisors
Hanover Township
Northampton County
3630 Jacksonville Road
Bethlehem, PA 18017

Re: Mosser Lot Location Plan – MPC Extension Request

Dear Board of Supervisors:

We are requesting an extension of time, from the Township Supervisors, of the MPC deadline for the Mosser Lot Location Plan located at 2380 and 2396 Jacksonville Road, Bethlehem, PA. We request the deadline to be extended to August 16, 2024.

Thank you for your time and consideration.


Deborah L. Mosser

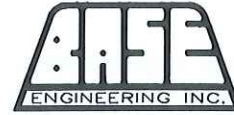

Gary R. Mosser

CC: Edward A. Schlaner, Jr.
Martin H. Schuler Company

BASE ENGINEERING INC.

(610) 437-0978
(610) 437-0979

CONSULTING ENGINEERS & SURVEYORS
1010 N. QUEBEC STREET, ALLENTOWN, PA 18109-1607



FAX (610) 432-3800

www.BaseEng.com

BaseEngineering@BaseEng.com

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Board of Supervisors
Hanover Township
Northampton County
3630 Jacksonville Road
Bethlehem, PA 18017

June 6, 2024

**Re: MPC TIME EXTENSION letter
Hindu Temple Society
Proposed building expansion at 4200 Airport Road
(TMP M5-7-170-0214; M5-7-17C-0214E; M5-7-17B-0214)
Base Project #2019-258**

Dear Supervisors,

Please consider this letter as requesting the necessary MPC time extension for 90 days beyond July 10, 2024 through October 10, 2024 – on behalf of the Applicant (Hindu Temple Society).

Thank you in anticipation of your approval. Please contact this office if you have any questions.

Yours sincerely,

Casey L. Bond, P.E.
Director of Engineering
cbond@baseeng.com
(P) 610-437-0978

c.c.: HEA
HTS
Malkames Law Office

• Build your foundation on a solid BASE • 45 years of service with integrity •



HanoverEngineering

252 Brodhead Road • Suite 100 • Bethlehem, PA 18017-8944
Phone: 610.691.5644 • Fax: 610.691.6968 • HanoverEng.com

June 14, 2024

Mr. Mark Hudson, Township Manager
Hanover Township, Northampton County
3630 Jacksonville Road
Bethlehem, PA 18017-9302

RE: 52 Highland Avenue
Security Release
Hanover Project H22-26

Dear Mark:

As per the e-mail, dated June 4, 2024 from the Developer, Mr. Jesse Chupella for the above referenced project, we have completed a final inspection of the site improvements and can report that all outstanding items of our letters of August 16, 2023 and November 9, 2023 have been completed

At this time, the Board of Supervisors can approve the final release of any remaining security conditioned upon the following:

1. The Developer adheres to Township Policy 8 (Payment, Plans and Appeals Account).

If you have any questions or need additional information, do not hesitate to call this office.

Respectfully,

HANOVER ENGINEERING

Brien R. Kocher, PE
Township Engineer

brk:jlw2

S:\Projects\Municipal\HanoverTwp\H22-26-52I Highland Avenue Site Plan\Docs\06-14-24-52I Highland Ave Site Plan-Security Release.doc

Enclosure(s)

cc: Mr. Jesse Chupella, Indigo Investments, LLC (via E-mail)
James L. Broughal, Esquire (via E-mail)
Ms. Kimberly Lymanstall, Hanover Township (via E-mail)

Michael P. Shay
mshay@sskdllaw.com

Joanne Kelhart
jkelhart@sskdllaw.com

Richard ("Ricky") E. Santee
santeer10@sskdllaw.com



Richard E. Santee, Jr.
rsantee76@sskdllaw.com

Michael C. Deschler
mcdeschler@sskdllaw.com

Matthew J. Deschler
mjdeschler@sskdllaw.com

June 14, 2024

Via first-class U.S. mail and email to klymanstall@hanovertpw-nc.org

Kimberly Lymanstall, Township Secretary
Hanover Township, Northampton County
3630 Jacksonville Road
Bethlehem, PA 18017

*RE: Arcadia Development Corporation – Preliminary/Record Plan Submission for Proposed Industrial Development, Dated April 10, 2023, last revised October 31, 2023 – 300 Gateway Drive – Hanover Project No. H23-21
MPC Extension to September 30, 2024*

Dear Ms. Lymanstall:

I am counsel for Arcadia Development Corporation. The above-referenced preliminary/final land development and lot consolidation plan has been submitted to the Township and is pending before the Board of Supervisors, which has at present until June 30, 2024, to act and render a decision on the plan pursuant to Section 508 of the Municipalities Planning Code ("MPC"), 53 P.S. § 10508. The plan is presently on the Board's June 25, 2024 agenda for final land development approval, but we will not be seeking a decision on the plan at this time. Please consider this letter as a request and agreement, pursuant to Section 508(3) of the MPC, 53 P.S. § 10508(3), to extend the time for the Board of Supervisors to act and render a decision on the plan to September 30, 2024. Thank you for your attention to this correspondence. Should you have any questions, please do not hesitate to contact me.

Very truly yours,

SHAY, SANTEE, KELHART & DESCHLER LLC


Matthew J. Deschler

As authorized by:

ARCADIA DEVELOPMENT CORPORATION

By:


Richard E. Thulin, President

44 East Broad Street
Suite 210
Bethlehem, PA 18018

www.sskdllaw.com
Tel: (610) 691-7000
Fax: (610) 691-3529



June 7, 2024

Hanover Township Northampton County
3630 Jacksonville Rd.
Bethlehem, PA 18017
Board of Supervisors

RE: Hanover Senior Living Development Plan Extension

To whom it may concern,

Our company, Columbia Pacific Advisors, LLC on behalf of our development entity Columbia Wegman Hanover, LLC, (Developer) of Hanover Senior Living located at 4700 Bath Pike is requesting an extension be granted for the improvements deadline. We request the deadline be extended to September 18, 2024 to complete the irrigation spray field work associated with these improvements due to having to order an appropriate sized access hatch for ease of replacement should there be any issues with the pump. We anticipate the new parts being installed in the next few weeks and will call for final inspection once the system has been tested and is functioning as specified.

Respectfully,

Vicki Peditto

Digitally signed by Vicki Peditto
DN: C=US,
E=vickip@columbiapacific.com,
O=Columbia Pacific Advisors, CN=Vicki
Peditto
Date: 2024.06.07 08:29:16-07'00'

Vicki Peditto
Development Manager
Columbia Wegman Hanover, LLC by Columbia Pacific Advisors LLC, its Manager



June 17, 2024

VIA E-MAIL: klmanstall@hanovertwo-nc.org

Board of Supervisors

Hanover Township – Northampton County

3630 Jacksonville Road

Bethlehem PA 18017-9302

Attn: Kimberly Lymanstall/Township Secretary & Assistant Treasurer

Re: Lehigh Valley Flex Center – Extension of Improvements Deadline

Dear Board:

On behalf of the owner of Lehigh Valley Flex Center, we are requesting an extension of December 31, 2024 to complete the improvements to the subject.

Please do not hesitate to reach out to me with any questions.

Sincerely,

Peter P. Polt
Executive Vice President

LEHIGH ENGINEERING ASSOCIATES, INC.



499 RIVERVIEW DRIVE, P.O. BOX 68, WALNUTPORT, PA 18088

PHONE: 610-767-8545 FAX: 610-767-5798

E-MAIL: lrauch@lehighengineering.com

June 21, 2024

Hanover Township - Northampton County
3630 Jacksonville Road
Bethlehem PA 18017-9302
Attention: Board of Supervisors

Project: School Sisters of St. Francis – Convent Addition
Plan Recording Time Extension
Hanover Township
Northampton County

Dear Board Members:

On behalf of the Applicant, I request the Township's consideration in granting a 90-day time extension for recording of the land development plan and satisfactorily addressing the conditions of approval for the School Sisters of St. Francis Convent Addition.

The project was granted conditional approval by the Board on July 25, 2023. Since that time, we had been working to satisfy the conditions, and believe that we are close to having all of the items addressed, but fear we may need the additional time to have all of the paperwork completed.

Unfortunately, we did not receive our Sewage Facilities Planning Module Exemption Approval from DEP until April of this year. Since then, we have prepared an improvement cost estimate, that has been reviewed and approved by the Township Engineer, for inclusion within the Improvements Agreement with the Township.

We are, and have been, trying to secure approval from the Township Fire Marshall regarding no parking fire zones, but have been unsuccessful to date, and would like some additional time to continue to try and secure said letter.

The Township Engineer had some additional questions relative to the sanitary sewer service disruption to the existing facility, and we believe that a resolution to his question has addressed.

Currently, we believe the outstanding items are the preparation of the Agreements by the Township Solicitor and the review and execution of the Agreements by the Sisters, but fear the time needed for these Agreements to be completed and executed may exceed the timeline stipulated within the aforementioned granted conditional approval, and therefore, are requesting the 90-day extension.

Thank you for your time and consideration in this matter.

Sincerely,

Lewis E. Rauch, II

Lewis E. Rauch, II
Engineering General Manager

Cc: File

6814 Sisters-Extension-2024-06-21.doc

***CIVIL ENGINEERING • SURVEYING • HIGHWAY DESIGN • SUBDIVISION DESIGN
SITE PLANNING • SEWAGE DESIGN • DRAINAGE ANALYSIS • TRAFFIC ANALYSIS***

Prepared by and Return To:

James L. Broughal, Esquire
Broughal & DeVito, L.L.P.
38 West Market Street
Bethlehem, PA 18018
Northampton County Parcel I.D. # M5-4-10B

SITE PLAN IMPROVEMENTS AGREEMENT
HANOVER TOWNSHIP, NORTHAMPTON COUNTY
4444 INNOVATION WAY PARKING LOT EXPANSION

THIS AGREEMENT, made this 12th day of June, 2024, by and between HANOVER TOWNSHIP, a municipal corporation organized and existing under the Laws of the Commonwealth of Pennsylvania (hereinafter called "Township"), party of the first part;

A N D

MULLER MARTINI CORP., a New York corporation, with an address of 4444 Innovation Way, Allentown, Pennsylvania 18109 (hereinafter called "Owner"), party of the second part.

W I T N E S S E T H:

WHEREAS, the Township of Hanover, Northampton County, Pennsylvania, is a second class township; and

WHEREAS, pursuant to the powers granted second class townships under the Second Class Township Code, and the Pennsylvania Municipalities Planning Code, Act 247, as amended ("MPC"), the Township has adopted Subdivision Regulations and various other ordinances including the Hanover Township Zoning Ordinance, pertaining to the regulation of non-residential site developments in the Township; and

WHEREAS, the Owner desires to develop land in the Township in accordance with the Township Site Plan Regulations, and other various ordinances pertaining to the regulation of land development in the Township, including, but not limited to, the Township's Zoning Ordinance.

NOW, THEREFORE, in consideration of the premises and the mutual promises and undertakings herein set forth and in further consideration of the Board of Supervisors of the Township ("Board of Supervisors") affixing its approval on a certain site plan presented by the Owner, and intending to be legally bound hereby, for other good and valuable considerations, the parties agree as follows:

FIRST: The Owner shall construct and/or install the improvements shown on the Preliminary/Final Site Plan for Muller Martini Corp. East Parking Lot Expansion, prepared by Ott Consulting, Inc., dated October 16, 2023, as revised, for 4444 Innovation Way. The improvements are more fully described in the site development plans ("Site Plan"), are more specifically described in **EXHIBIT "A"**, which is attached hereto and made a part hereof (the "Improvements").

SECOND: All Improvements required under this Agreement shall be constructed in accordance with the Township Site Plan Regulations, all other Township requirements and specifications, and all Northampton County and Commonwealth of Pennsylvania requirements and specifications, including, but not limited to, the specifications which are more fully described in Exhibit "B", which is attached hereto and made a part hereof. If there is any conflict between the Improvements as depicted and/or described in the Site Plan and the requirements, specifications, etc., the Improvements shall be constructed and/or installed as depicted and/or described on the Site Plan.

THIRD: All Improvements required under this Agreement shall be completed in accordance with the above-stated requirements within twelve (12) months of the date of this Agreement.

FOURTH: The Township, or its duly authorized agent, the Township Engineer, shall be the sole judge of whether the Improvements have met all the requirements and specifications of the Township, Northampton County, and the Commonwealth of Pennsylvania.

The Township, or its duly authorized agent, the Township Engineer, shall be the sole judge of whether all Improvements have been completed in accordance with said requirements and specifications within twelve (12) months of the date of this Agreement.

FIFTH: To ensure compliance with the provisions of this Agreement and, in particular, that all Improvements meet Township, County, and State requirements, and that the Improvements be completed within the time periods set forth in paragraph "THIRD", the Owner of the land which makes up the Site Plan shall deliver to the Township security to be held in escrow by the Township, in the amount of Forty-Eight Thousand Eight Hundred Eighty and 26/100 (\$48,880.26) Dollars (the "Security"). The Security shall be restricted in use to the financing of the installation of the Improvements called for in this Agreement. It is clearly understood that the Township may, at any time within the time periods set forth in paragraph THIRD, when in its sole and absolute opinion the installation of the required Improvements are not progressing to the Township's satisfaction, draw upon the Security to finance the installation of any or all of the required Improvements provided that Township shall first give Owner written notice of any deficiency in progress and Owner shall have a reasonable opportunity to cure any such deficiency, which period shall not exceed thirty (30) days.

SIXTH: Township building permits shall only be granted to the Owner of the land which makes up the site in accordance with the terms of this Agreement, but only after the posting and approval of the Security required herein.

SEVENTH: It is clearly understood that the Township will make no improvements in this site nor will they accept by dedication or otherwise any of the streets or roads, or right-of-ways, if any, contained in this site unless and until all requirements and specifications of the Township, as have been set forth in this Agreement, have been met by the Owner of the land which makes up said site. It is further understood that the Township will neither maintain nor keep the roads or streets of said site, if any, clear of snow, ice, or debris unless and until all requirements and specifications of the Township, as have been set forth in this Agreement, have been met by the Owner of the land which makes up the Land (as hereinafter defined).

It is further understood that the Township will not be responsible to maintain or correct any drainage problem or sewage problem, which might exist or arise on the Land.

EIGHTH: The Township, or its duly authorized agent, the Township Engineer, shall be the sole judge of whether or not the Owner has complied with the requirements and specifications of the Township and shall determine, at its sole discretion and in accordance with the provisions of the MPC, whether or not the street(s), road/cartway system, drainage system, and sewage system or other Improvements should be approved and accepted by the Township, or other appropriate Township governmental authority.

The Township Engineer shall inspect and approve in writing all of the Improvements, as each stage of construction is completed. A schedule of the stages is attached hereto and made a part hereof as **EXHIBIT "B"**. The Owner shall not proceed to another stage of construction without the written approval of the Township Engineer, and it shall be the responsibility of the Owner to notify the Township Engineer in writing, or by email or facsimile transaction, when a stage of construction has been completed so as to be ready for inspection. Should the Owner fail to obtain written approval from

the Township Engineer, which approval shall not be unreasonably withheld or delayed, to proceed to any stage of construction, then, in that event, said Township Engineer may require, if the Improvements are not in compliance with Township standards, the Owner to tear out and remove said Improvements and to proceed again with its construction or order additional Security to be posted for the future repair and maintenance of the Improvements. The course of action to be followed in all cases is to be determined solely by the Township Engineer. All reasonable and proper costs of the inspections by the Township Engineer are to be paid for by the Owner, and the failure to pay said costs shall be sufficient reason and justification for withholding approval of said construction. The Township agrees to approve releases of the Security in accordance with the MPC.

NINTH: If all Improvements required under this have not been completed in accordance with the requirements set forth in this Agreement and within the twelve (12) month period, then, in that event, the prior approval of the Site Plan by the Board of Supervisors and Planning Commission of the Township may be revoked, and the Owner or Owners of the land may resubmit their prior final site plan for approval to the Planning Commission and Board of Supervisors of the Township in accordance with the subdivision and zoning regulations then in force. In acting upon their submitted final site plan, the Board of Supervisors and Planning Commission of the Township shall apply the provisions, regulations, and requirements of the Township Subdivision and Zoning Regulations and Ordinances in effect at the time of the resubmission. At the time of the resubmission, the Board of Supervisors and the Planning Commission may modify this Agreement and impose the acceptance of the modifications, if any, as a condition precedent to the re-approval of the Site Plan.

TENTH: All reasonable and proper Township Engineering costs, including, but not limited to, the inspection of the Improvements, shall be paid by the Owner of the Land.

ELEVENTH: All reasonable and proper Township Solicitor (legal) costs, including, but not limited to, the preparation of this Agreement, the preparation of any deed or deeds and/or resolutions accepting the street system of the site, if any, and any litigation arising out of Owner's failure to fulfill each and every obligation under this Agreement shall be paid by the Owner of the Land.

TWELFTH: All recording fees, including, but not limited to, the recording of this Agreement, deed or deeds of dedication, and/or resolution of street acceptance, if any, shall be paid by the Owner of the Land.

THIRTEENTH: The Owner certifies and represents to the Township, and the Township hereby relies on said certification and representation, that said Owner has received proper legal advice and is aware of the entire impact of this Agreement and further understands each and every provision.

FOURTEENTH: The undersigned, herein designated as Owner, hereby certifies that it is the Owner, and that no other person, partnership, corporation, business trust, or any other organization, has any interest pertaining to the premises which are the subject of the within Agreement, and this representation is made with full knowledge that the Township will rely upon the same in accepting any evidence in indebtedness of security as required herein.

FIFTEENTH: The Owner hereby agrees to enter into a maintenance bond or other security in an amount equal to fifteen percent (15%) of the actual cost of the Improvements called for in the MPC and in a Site Plan Improvements Agreement, in a form approved by the Township Solicitor and/or the Board of Supervisors, to guarantee that the Improvements listed in this Site Plan Improvements Agreement shall be maintained for a period of eighteen (18) months, as more fully set forth in the Site Plan Maintenance Agreement ("Maintenance Security") and in accordance with the MPC. The Maintenance Security shall be furnished by the Owner and approved, as herein provided, prior to the Township releasing the Security obtained to secure the Improvements

SIXTEENTH: Owner will make provisions for and be personally responsible for removing all mud and debris from all vehicles and equipment leaving the property which is the subject of the Site Plan onto the Township street adjoining the area to be developed under this Agreement and shall remove any debris and litter which may fall upon the Township streets from all vehicles and equipment. If the same is not removed and properly washed down within twenty-four (24) hours after written notice from the Township to the Owner, then, in that event, said debris and litter shall be removed from the street by the Township at the Owner's expense and the Owner shall be billed for said expense, plus 20% surcharge for administrative expense, plus the costs expended by the Township if a municipal lien must be filed, which expense the Owner hereby agrees to pay.

SEVENTEENTH: The Owner and the successors and assigns of the Owner shall be solely responsible for any and all damage caused by the Owner, its agents, successors, or assigns in the development of the land, which is the subject of the Site Plan (the "Land") and shall, at its own expense repair any damage done to abutting property owners or their land because of any negligent act on the part of the Owner, its agents, successors, or assigns in the development of the Land. The Owner shall indemnify and save harmless the Township, its agents, and consultants, from and against all liability for or on account of any injury or damages received or sustained by any person or persons by reason of and to the extent of (i) any act or neglect on the part of the Owner, its agents, or employees; or (ii) the condition of the Land; or (iii) the installation of any drainage facilities, or in consequence of any negligence in guarding the same, or as a result of any alleged breach of any statutory duty or obligation on the part of the Township, or of the employees of the Township in respect to the condition of the Land or guarding the same.

EIGHTEENTH: The Township will notify the Owner, upon receipt of written notice from the Owner, that all of the necessary Improvements to the land have been made, of its decision regarding approval or rejection of these Improvements, following the procedure outlined under Section 510 of the Pennsylvania Municipalities Planning Code, Act of July 31, 1968, P.L. 805, as amended, 53 P.S. Section 10510, which is incorporated in this Agreement in total by reference.

NINETEENTH: Time of the Essence. Time is agreed to be of the essence of this Agreement.

TWENTIETH: Default. In the event the Owner defaults under the terms and conditions of this Agreement, and the same is not cured within thirty (30) days of written notice from the Township, the following provisions shall apply:

- a. Right to Draw Upon Security. The Township shall have the right to draw upon the Security in accordance with its terms and in such amounts as to enable the Township to complete the Improvements. In addition, the Township shall have the right to bring an action at law or in equity against the Owner in the event the Security is insufficient to enable Township to complete construction and installation of the Improvements following default. In the event of any such action, suit, or proceeding brought by the Township against the Owner for defaults hereunder, the Owner agrees to pay the Township's reasonable attorney fees and court costs incurred in such action as may be awarded by a court having jurisdiction over the parties and subject matter of such dispute. The Township's exercise of its rights under the Security shall not bar it from pursuing its rights under this Agreement, the parties agreeing that the Township's rights hereunder are cumulative and not exclusive.
- b. Confession of Judgment. In the event the Township draws upon the Security in accordance with its terms and this Agreement and the Township completes the Improvements at a cost

in excess of the amount of the Security, then, and under such circumstances, the Owner agrees to reimburse the Township upon demand for such deficiency. The Owner shall have thirty (30) days to pay any such deficiency to the Township. In the event Owner fails to pay such deficiency to the Township, as provided above, then, and under such circumstances, THE OWNER HEREBY IRREVOCABLY AUTHORIZES AND EMPOWERS THE TOWNSHIP BY ANY ATTORNEY OF ANY COURT OF RECORD OF PENNSYLVANIA AS ATTORNEY FOR THE OWNER TO APPEAR FOR AND CONFESS JUDGMENT AGAINST THE OWNER FOR THE AMOUNT OF SUCH DEFICIENCY FOR WHICH AN AFFIDAVIT SIGNED BY AN OFFICER OF THE TOWNSHIP SETTING FORTH SUCH AMOUNTS AS ARE THEN DUE SHALL BE PRIMA FACIA EVIDENCE, PLUS TEN PERCENT (10%) THEREOF BUT NOT LESS THAN ONE THOUSAND DOLLARS (\$1,000.00) AS A REASONABLE ATTORNEY FEE, WITH COSTS OF SUIT. SUCH AUTHORITY SHALL NOT BE EXHAUSTED BY ANY ONE EXERCISE THEREOF, BUT JUDGMENT MAY BE CONFESSED AS AFORESAID FROM TIME TO TIME AS OFTEN AS THERE IS A DEFICIENCY UNDER SUCH SECURITY PROVIDED, HOWEVER, THE TOWNSHIP HAS GIVEN THE OWNER THIRTY (30) DAYS' WRITTEN NOTICE OF SUCH DEFICIENCY AND DEMANDED PAYMENT WITHIN SUCH THIRTY (30) DAY PERIOD OF TIME.

- c. Certain Waivers and Releases. In any amicable action, suit, or proceeding brought by the Township under the provisions of paragraph 21(b) of this Agreement, the Owner hereby releases and agrees to release Township from all errors and defects whatsoever of a procedural nature in entering such Confession of Judgment or in causing any Writ to be

issued or in proceeding on such Writ or concerning the same, provided that the Township shall have filed in such action, suit, or proceeding, an Affidavit of an officer of the Township setting forth the facts necessary to support the entry of such Judgment or the issuance of such Writ according to the terms of this Agreement, of which facts such Affidavit shall be prima facie evidence. If a copy of this Agreement, verified by an officer of the Township, shall be filed in such action, suit, or proceedings, it shall not be necessary to file the original as a warrant of attorney, any rule of court, custom, or practice to the contrary notwithstanding.

TWENTY-FIRST: The Americans With Disabilities Act.

- a. The Owner acknowledges and agrees that, pursuant to federal regulations promulgated under the authority of The Americans With Disabilities Act, 28 C.F.R. 35.101 et seq., the Owner understands and agrees that no individual with a disability shall, on the basis of the disability, be excluded from participation in this Agreement or from activities provided for under this Agreement. As a condition of accepting and executing this Agreement, the Owner agrees to comply with the "General Prohibitions Against Discrimination," 28 C.F.R. 35.130, and all other regulations promulgated under Title II of The Americans With Disabilities Act which are applicable to the benefits, services, programs, and activities provided by the Township of Hanover, Northampton County, Pennsylvania, through agreements with outside contractors.
- b. The Owner agrees that all Improvements constructed pursuant to this Agreement shall be constructed in accordance with terms and provisions of Titles I, II, and III of The Americans With Disabilities Act, 28 C.F.R. 35.101 et seq., if applicable.

- c. The Owner shall be responsible for, and agrees to indemnify and hold harmless the Township of Hanover, Northampton County, Pennsylvania, from, all losses, damages, expenses, claims, demands, suits, and actions brought by any party against the Township of Hanover, Northampton County, Pennsylvania, as a result of the Owner's failure to comply with the provisions of this paragraph.

TWENTY-SECOND: All references herein to sections, subsections, paragraphs, clauses, and other subdivisions of this Agreement, and the words "herein," "hereof," "hereby," "hereto," "hereunder," and words of similar import, refer to this Agreement as a whole and not to any particular sections, subsections, paragraphs, clauses, or other subdivisions hereof. This Agreement shall be deemed to have been made under, and shall be governed by, the laws of the Commonwealth of Pennsylvania in all respects, including matters of construction, validity, and performance.

TWENTY-THIRD: If any provision of this Agreement is prohibited by, or is unlawful or unenforceable under, any applicable law of any jurisdiction, such provision shall, as to such jurisdiction, be ineffective to the extent of such prohibition without invalidating the remaining provisions hereof, provided, however, that any such prohibition in any jurisdiction shall not invalidate such provisions in any other jurisdiction; and provided further, that where the provisions of any such applicable law may be waived by the parties to the full extent permitted by law to the end that this Agreement shall be deemed to be a valid and binding Agreement in accordance with its terms.

TWENTY-FOURTH: The Owner acknowledges that the Township has and does rely upon each and every term, paragraph, representation, covenant, warranty, and provision of this Agreement as inducement to enter into this Agreement.

TWENTY-FIFTH: No delay or failure of Township in exercising any right, power, or privilege hereunder shall affect such right, power, or privilege, nor shall any single or partial exercise thereof, or the exercise of any other power, right, or privilege. The rights of the Township under this Agreement are cumulative and not exclusive of any right or remedies which the Township would otherwise have.

TWENTY-SIXTH: No waiver of any breach of this Agreement by the Township shall constitute a continuing waiver or a waiver of any subsequent breach either of the same or another provision of this Agreement.

TWENTY-SEVENTH: The place of execution, contract, and performance is mutually agreed to be Hanover Township, Northampton County, Pennsylvania.

TWENTY-EIGHTH: All the understandings and agreements heretofore had between the parties hereto, are merged in this Agreement, which alone fully and completely expresses their agreement, and this Agreement is entered into after full investigation, neither party relying upon any statement or representation not embodied in this contract made by the other.

TWENTY-NINTH: The Owner agrees that the Superpave Wearing Surface roads or portions of roads to be dedicated to the Township, if any, shall not be laid until the Owner is authorized, in writing, by the Township or its duly authorized agent, said authorization to not be unreasonably withheld or delayed. It is clearly understood that this provision in no way relieves the Owner from completion of the Improvements within the time periods stated in this Agreement, unless otherwise agreed to by the Township and the Owner.

THIRTIETH: This Agreement may not be amended, modified, altered, or changed in any respect whatsoever, except by a further agreement in writing duly executed by the parties hereto.

THIRTY-FIRST: Township agrees that any review, approval, discretion, opinion or judgment to be made by the Township and/or its duly Authorized Agent, including its Engineer and Solicitor shall be reasonable.

IN WITNESS WHEREOF, the parties have hereunto set their respective hands and seals the day and date first above written.

ATTEST:

HANOVER TOWNSHIP,
NORTHAMPTON COUNTY,
PENNSYLVANIA

By: _____
Print Name: _____
Title: _____

By: _____
SUSAN A. LAWLESS, Chair
Board of Supervisors

WITNESS:

MULLER MARTINI CORP.,
a New York corporation

By: _____
Print Name: _____
Title: _____

By: Richard Slattery
Print Name: RICHARD SLATTERY
Title: CFO

COMMONWEALTH OF PENNSYLVANIA)
) SS.
COUNTY OF _____)

On this ____ day of _____, 2024, before me, a Notary Public, the undersigned officer, personally appeared SUSAN A. LAWLESS, who acknowledged herself to be the Chair of the Board of Supervisors of Hanover Township, a municipal corporation and that she as Chair, being duly authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by herself as Chair.

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

Notary Public

COUNTY OF Suffolk

))

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

Lisa Miller
Notary Public

Prepared by and Return To:

James L. Broughal, Esquire

Broughal & DeVito, L.L.P.

38 West Market Street

Bethlehem, PA 18018

Northampton County Parcel I.D. No: M5 4 10 0214 – 4444 Innovation Way, Hanover Township

**DECLARATION OF COVENANT,
AGREEMENT AND EASEMENT FOR
MAINTENANCE OF STORMWATER MANAGEMENT FACILITIES
HANOVER TOWNSHIP, NORTHAMPTON COUNTY, PA
4444 INNOVATION WAY PARKING LOT EXPANSION**

THIS DECLARATION OF COVENANT, AGREEMENT AND EASEMENT is made the 12th day of June, 2024, by and between **MULLER MARTINI CORP.**, a New York corporation, with an address of 4444 Innovation Way, Allentown, Pennsylvania 18109 (hereinafter referred as “Declarant”), and

HANOVER TOWNSHIP, NORTHAMPTON COUNTY, a municipal corporation organized and existing as a township of the second class under the laws of the Commonwealth of Pennsylvania and situate in the County of Northampton, Commonwealth of Pennsylvania (hereinafter referred to as the “Township”).

WHEREAS, the Declarant is the owner in fee simple of a certain tract of land, Northampton County Uniform Parcel I.D.#(s): **M5 4 10 0214** (hereinafter “Subject Premises”) as set forth on a site plan (hereinafter “Plan”), the cover sheet of which is entitled “Preliminary/Final Site Plan for Muller Martini Corp. East Parking Lot Expansion” dated October 16, 2023, as revised, prepared by Ott Consulting, Inc., and

WHEREAS, the lot shown on the Plan has been assigned the Northampton County Uniform Parcel Identifier Number which is set forth on **Exhibit "A,"** attached hereto and made a part hereof; and

WHEREAS, the Declarant has entered into a Site Plan Improvements Agreement, with the Township, which agreement has been or is about to be recorded (hereinafter referred to as ("Improvements Agreement")); and

WHEREAS, the Declarant proposes to locate, construct, install and maintain certain stormwater management facilities on the Subject Premises as shown on the Plan in accordance with the Plan and the Improvements Agreement (the "Stormwater Management Facilities"), and not to dedicate the Stormwater Management Facilities to the Township as public facilities; and

WHEREAS, as a condition of obtaining final approval of the Plan from the Township, the Township has required that the Declarant execute and record this Declaration of Covenant, Agreement and Easement in the Office of the Recorder of Deeds of Northampton County, Pennsylvania for the purpose of ensuring to the Township, inter alia, that: (1) the Stormwater Management Facilities are located, constructed, installed and maintained by the Declarant in accordance with the Plan and Improvements Agreement; (2) following the completion of the duties of the Declarant pursuant to the Plan and the Improvements Agreement the Stormwater Management Facilities are continually and perpetually maintained, repaired, refurbished, reconstructed, and replaced by the Declarant and any future owners of the fee simple interest in the Subject Premises ("Owner(s)") on which the Stormwater Management Facilities are located and shall continually and perpetually perform such maintenance, repair, refurbishment, reconstruction, and replacement of Stormwater Management Facilities, including but not limited to drainage swales, detention and retention basins, stormwater piping systems, headwalls, inlet and

outlet structures, and all structures and facilities appurtenant to the foregoing, as shown on the Plan and located on the Subject Premises, as may be necessary or advisable in the opinion of the Township to ensure the structural integrity and the proper functioning thereof, and compliance with all federal, state, and local laws, rules, and regulations pertaining thereto. At no time shall the Stormwater Management Facilities be removed or altered without the prior written approval of the Township.

NOW, THEREFORE, in consideration of the approval by the Township of the Plan, the Declarant, on behalf of the Declarant, and the successors and assigns of the Declarant, including all future Owners hereby promises, covenants and agrees to and with the Township, its successors and assigns, to faithfully perform all the requirements set forth hereinafter, and does hereby bind the Declarant, the Owners, and the Subject Premises, to the faithful performance of said requirements, to wit:

1. All "WHEREAS" clauses are incorporated herein by reference as if the same were set forth here at length.

2. The Owners of the Subject Premises on which Stormwater Management Facilities are located shall continually and perpetually perform such maintenance, repair, refurbishment, reconstruction, and replacement of said facilities, including but not limited to drainage swales, detention and retention basins, stormwater piping systems, headwalls, inlet and outlet structures, and all structures and facilities appurtenant to the foregoing and all Best Management Practices ("BMPs) agreed to be performed by Owners, as shown on the Plan and located on the lands of the Owners, as may be necessary or advisable in the opinion of the Township to ensure the structural integrity and the proper functioning thereof, and compliance with all federal, state and local laws,

rules, and regulations pertaining thereto. At no time shall the Stormwater Management Facilities be removed or altered in any manner without the prior written approval of the Township.

3. All Stormwater Management Facilities, and erosion and sedimentation control facilities, which because of construction activities, grading, stripping of vegetation, or any other reason, have been damaged or fail to function properly, shall be stabilized and reconstructed to approved design grades and specifications. Provided nothing herein shall be deemed to or have the effect of modifying, eliminating or affecting in any way Developer's right and entitlement to pursue recovery of any claims, damages, losses, costs, fees expenses, fines, penalties and/or other out-of-pocket monetary expenditures incurred or sustained by Developer, from any third party who/which is responsible, in whole or in part, for the incident, event or occurrence which caused and/or resulted in the need for such stabilization and/or reconstruction.

4. All drainage swales, detention and/or retention basins, and other stormwater easements shown on the Plans shall be maintained in a grassed or otherwise improved condition, in accordance with the grades and designs shown on the Plan. All these easements shall be kept free of all obstructions, including but not limited to, such obstructions as fill, temporary or permanent structures, and plants (other than grass or other Township approved covers). Fences may be constructed within these easements, within the requirements of the ordinances of the Township (and pursuant to any other Township authorizations to Declarant, including any variances granted from Township Ordinances) provided that the fence is of a type and location that will not impede the flow of stormwater, and provided that the Owners shall remove such fence at the expense of the Owners and without compensation to the Owners if determined by the Township to be necessary to allow work within the easement.

5. Whenever sedimentation is caused by stripping vegetation, grading or other earth moving activities, it shall be the responsibility of the Owners to remove the sedimentation from all adjoining surfaces, drainage systems and watercourses, and to repair any damage at the sole expense of the owners.

6. The Owners, upon execution of this Covenant, shall deposit the sum of five thousand and 00/100 (\$5,000.00) Dollars into the Township's BMP Operations and Maintenance Fund (the "BMP Maintenance Fund"). The BMP Maintenance Fund shall be used for the following purposes:

(a) If the BMP is to be privately owned and maintained, the BMP Maintenance Fund shall cover the cost of periodic inspections by the Township in perpetuity, as determined by the Township; and

(b) If the BMP is to be owned and maintained by the Township, the BMP Maintenance Fund shall cover the estimated costs for operation and maintenance in perpetuity, as determined by the Township.

At such time that the BMP Maintenance Fund shall be reduced to the sum of Two Thousand Five Hundred (\$2,500.00) Dollars or less, the Owner shall, within thirty (30) days of written notice from the Township, replenish the BMP Maintenance Fund to Five Thousand (\$5,000.00) Dollars. The Owners failure to replenish the BMP Maintenance Fund, as set forth above, shall act as a default under the Covenant and give the Township the rights under Section 7 of this Covenant.

7. The Owners shall make provisions for and be personally responsible for strict compliance with all of the foregoing covenants. Upon failure of the Owners to comply within the time period specified by written notice, or in the event the Township, in its sole and absolute discretion determines the work to be of an emergency nature, the Township may perform such

work as may be necessary in its sole and absolute discretion to bring the Owners into compliance at the expense of the Owners and the owners shall be charged for said expense, plus a 20% surcharge for the Township's administrative expenses, plus any costs expended by the Township (including reasonable attorney's fees) if a municipal lien or civil action or action in equity is filed, which expense the Owners hereby agree to assume and pay.

8. The Owners hereby grant, bargain and sell to the Township, its successors and assigns, the Township Engineer, and such other persons as may be authorized by them to act on their behalf: (a) a right-of-way and easement on, over, across, under and through the land shown on the Plan for the purposes of inspecting the Stormwater Management Facilities, of curing any default by the Owners, and of exercising its rights under paragraph 5, supra; and (b) the free and uninterrupted use, liberty, and privilege of, and passage in and along, and to and from, the land for the foregoing purposes. Any activity or work performed by Township or its duly authorized agent affecting the operation or use of any Stormwater Management Facilities, shall not interfere with or interrupt the use or operation of the Subject Premises, and Township shall, and shall cause its duly authorized agent, to exercise such rights in a manner that will minimize interference and inconvenience to the Owner or its tenants. Additionally, Township shall, except in the event of emergencies, endeavor to provide the Declarant forty-eight (48) hours written notice in advance of any access, activities and/or work which may reasonably be expected to interfere with the operation or use of the Subject Premises by the Township or its duly authorized agents.

9. The duties of Declarant or Owner under this agreement shall apply only during the period of ownership of the Subject Premises by such Declarant or Owner, and shall terminate upon the sale of the Subject Premises by such Declarant or Owner to a bona fide purchaser for value, or upon the assignment to a successor entity, who/which shall thereupon assume the duties of

Declarant or Owner and be responsible for complying with the terms and conditions of this agreement; provided, nevertheless, that nothing contained herein shall be construed as relieving Declarant or Owner from liability for any default occurring during the period of ownership by such Declarant or Owner.

10. Township agrees that any review, approval, discretion, opinion or judgment to be made by the Township and/or its duly authorized agent, including its Engineer and Solicitor shall be reasonable.

IN WITNESS WHEREOF, the Declarant and the Township have executed this Declaration of Covenant, Agreement and Easement the day and year first above written.

WITNESS:

DECLARANT:

MULLER MARTINI CORP.,
a New York corporation

By: _____
Print Name: _____
Title: _____

By: Richard Slattery
Print Name: Richard Slattery
Title: CFO

ATTEST:

HANOVER TOWNSHIP,
NORTHAMPTON COUNTY,
PENNSYLVANIA

By: _____
Kimberly Lymanstall, Secretary

By: _____
SUSAN A. LAWLESS, Chair
Board of Supervisors

EXHIBIT "A"
NORTHAMPTON COUNTY UNIFORM PARCEL IDENTIFIER NUMBER(S)

M5 4 10 0214

COMMONWEALTH OF NEW YORK)
COUNTY OF Suffolk) SS:

ON THIS, the 12 day of June, 2024, before me, the undersigned officer, personally appeared RICHARD SLATTERY, and acknowledged himself/herself to be the CFO of MULLER MARTINI CORP., and that as such OFFICER was authorized to execute the foregoing instrument on behalf of MULLER MARTINI CORP., for the purposes therein contained.

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

LISA MILLER
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01M16384148
Qualified in Suffolk County
Commission Expires September 05, 2025

Lisa Miller
Notary Public

COMMONWEALTH OF PENNSYLVANIA)
) SS.
COUNTY OF _____)

On this ____ day of _____, 2024, before me, a Notary Public, the undersigned officer, personally appeared SUSAN A. LAWLESS, who acknowledged herself to be the Chair of the Board of Supervisors of Hanover Township, a municipal corporation and that she as Chair, being duly authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by herself as Chair.

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

Notary Public

Prepared by and Return To:

James L. Broughal, Esquire

Broughal & DeVito, L.L.P.

38 West Market Street

Bethlehem, PA 18018

Northampton County Parcel I.D. No:N5 2 1A 0214 – W. Macada Road, Hanover Township

LAND DEVELOPMENT IMPROVEMENTS AGREEMENT
HANOVER TOWNSHIP, NORTHAMPTON COUNTY
LVHN/UHS BEHAVIORAL HEALTH HOSPITAL

THIS AGREEMENT, made this _____ day of _____, 2024, by and between ***HANOVER TOWNSHIP, NORTHAMPTON COUNTY***, a municipal corporation organized and existing under the Laws of the Commonwealth of Pennsylvania (hereinafter called "Township"), party of the first part;

A N D

UHS-LVHN JV, LLC, a Pennsylvania limited liability company, with an address of 367 S. Gulph Road, King of Prussia, PA 19406 (hereinafter called "Owner"), party of the second part.

W I T N E S S E T H:

WHEREAS, the Township of Hanover, Northampton County, Pennsylvania, is a second class township; and

WHEREAS, pursuant to the powers granted second class townships under the Second Class Township Code, and the Pennsylvania Municipalities Planning Code, Act 247, as amended ("MPC"), the Township has adopted Subdivision Regulations and various other ordinances including the Hanover Township Zoning Ordinance, pertaining to the regulation of non-residential land developments in the Township; and

WHEREAS, the Owner desires to develop land in the Township in accordance with the Township Land Development Regulations, and other various ordinances pertaining to the regulation of land development in the Township, including, but not limited to, the Township's Zoning Ordinance.

NOW, THEREFORE, in consideration of the premises and the mutual promises and undertakings herein set forth and in further consideration of the Board of Supervisors of the Township ("Board of Supervisors") affixing its approval on a certain land development plan presented by the Owner, and intending to be legally bound hereby, for other good and valuable considerations, the parties agree as follows:

FIRST: The Owner shall construct and/or install the improvements shown on the Land Development Plan for UHS/LVHN Behavioral Health Hospital, prepared by RKR Hess, a Division of UTRS, dated October 16, 2023, as revised, which plan was approved conditionally by the Board of Supervisors on April 9, 2024, and recommended for conditional approval by the Hanover Township Planning Commission ("Planning Commission") on February 5, 2024. The improvements are more fully described in the land development plan ("Land Development Plan"), and are more specifically described in ***Exhibit "A,"*** which is attached hereto and made a part hereof (the "Improvements").

SECOND: All Improvements required under this Agreement shall be constructed in accordance with the Township Land Development Regulations, all other Township requirements and specifications, and all Northampton County and Commonwealth of Pennsylvania requirements and specifications, including, but not limited to, the specifications which are more fully described in ***Exhibit "B,"*** which is attached hereto and made a part hereof. If there is any conflict between the Improvements as depicted and/or described in the Land Development Plan and the requirements,

specifications, etc., the Improvements shall be constructed and/or installed as depicted and/or described on the Land Development Plan.

THIRD: The Improvements more fully described in *Exhibit "A"* required under this Agreement shall be completed in accordance with the above-stated requirements within twelve (12) months of the date of this Agreement.

FOURTH: The Township, or its duly authorized agent, the Township Engineer, shall be the sole judge of whether the Improvements have met all the requirements and specifications of the Township, Northampton County, and the Commonwealth of Pennsylvania.

The Township, or its duly authorized agent, the Township Engineer, shall be the sole judge of whether all Improvements have been completed in accordance with said requirements and specifications within twelve (12) months of the date of this Agreement.

FIFTH: To ensure compliance with the provisions of this Agreement and, in particular, that all Improvements meet Township, County, and State requirements, and that the Improvements be completed within the time periods set forth in paragraph "THIRD", the Owner of the land which makes up the Land Development Plan shall deliver to the Township a performance bond in a form approved by the Township Solicitor in the amount of Five Million Twenty-Nine Thousand Four Hundred Sixty-Six and 00/100 (\$5,029,466.00) Dollars (the "Security"). The Security shall be restricted in use to the financing of the installation of the Improvements called for in this Agreement. It is clearly understood that the Township may, at any time within the time periods set forth in paragraph THIRD, when in its sole and absolute opinion the installation of the required Improvements are not progressing to the Township's satisfaction, draw upon the Security to finance the installation of any or all of the required Improvements provided that Township shall first

give Owner written notice of any deficiency in progress and Owner shall have a reasonable opportunity to cure any such deficiency, which period shall not exceed thirty (30) days.

SIXTH: Township building permits shall only be granted to the Owner of the land which makes up the land development in accordance with the terms of this Agreement, but only after the posting and approval of the Security required herein.

SEVENTH: It is clearly understood that the Township will make no improvements in this land development nor will they accept by dedication or otherwise any of the streets or roads, or right-of-ways, if any, contained in this land development unless and until all requirements and specifications of the Township, as have been set forth in this Agreement, have been met by the Owner of the land which makes up said land development. It is further understood that the Township will neither maintain nor keep the roads or streets of said land development, if any, clear of snow, ice, or debris unless and until all requirements and specifications of the Township, as have been set forth in this Agreement, have been met by the Owner of the land which makes up the Land (as hereinafter defined).

It is further understood that the Township will not be responsible to maintain or correct any drainage problem or sewage problem, which might exist or arise on the Land.

EIGHTH: The Township, or its duly authorized agent, the Township Engineer, shall be the sole judge of whether or not the Owner has complied with the requirements and specifications of the Township and shall determine, at its sole discretion and in accordance with the provisions of the MPC, whether or not the street(s), road/cartway system, drainage system, and sewage system or other Improvements should be approved and accepted by the Township, or other appropriate Township governmental authority.

The Township Engineer shall inspect and approve in writing all of the Improvements, as each stage of construction is completed. A schedule of the stages is attached hereto and made a part hereof as ***Exhibit "B"***. The Owner shall not proceed to another stage of construction without the written approval of the Township Engineer, and it shall be the responsibility of the Owner to notify the Township Engineer in writing, or by email or facsimile transaction, when a stage of construction has been completed so as to be ready for inspection. Should the Owner fail to obtain written approval from the Township Engineer, which approval shall not be unreasonably withheld or delayed, to proceed to any stage of construction, then, in that event, said Township Engineer may require, if the Improvements are not in compliance with Township standards, the Owner to tear out and remove said Improvements and to proceed again with its construction or order additional Security to be posted for the future repair and maintenance of the Improvements. The course of action to be followed in all cases is to be determined solely by the Township Engineer. All reasonable and proper costs of the inspections by the Township Engineer are to be paid for by the Owner, and the failure to pay said costs shall be sufficient reason and justification for withholding approval of said construction. The Township agrees to approve releases of the Security in accordance with the MPC.

NINTH: If all Improvements required under this Agreement have not been completed in accordance with the requirements set forth in this Agreement and within the twelve (12) month period, then, in that event, the prior approval of the Land Development Plan by the Board of Supervisors and Planning Commission of the Township may be revoked, and the Owner or Owners of the land may resubmit their prior final land development plan for approval to the Planning Commission and Board of Supervisors of the Township in accordance with the subdivision and zoning regulations then in force. In acting upon their submitted final land development plan, the

Board of Supervisors and Planning Commission of the Township shall apply the provisions, regulations, and requirements of the Township Subdivision and Zoning Regulations and Ordinances in effect at the time of the resubmission. At the time of the resubmission, the Board of Supervisors and the Planning Commission may modify this Agreement and impose the acceptance of the modifications, if any, as a condition precedent to the re-approval of the Land Development Plan.

TENTH: All reasonable and proper Township Engineering costs, including, but not limited to, the inspection of the Improvements, shall be paid by the Owner of the Land (as hereinafter defined).

ELEVENTH: All reasonable and proper Township Solicitor (legal) costs, including, but not limited to, the preparation of this Agreement, the preparation of any deed or deeds and/or resolutions accepting the street system of the land development, if any, and any litigation arising out of Owner's failure to fulfill each and every obligation under this Agreement shall be paid by the Owner of the Land (as hereinafter defined).

TWELFTH: All recording fees, including, but not limited to, the recording of this Agreement, deed or deeds of dedication, and/or resolution of street acceptance, if any, shall be paid by the Owner of the Land.

THIRTEENTH: The Owner certifies and represents to the Township, and the Township hereby relies on said certification and representation, that said Owner has received proper legal advice and is aware of the entire impact of this Agreement and further understands each and every provision.

FOURTEENTH: The undersigned, herein designated as Owner, hereby certifies that it is the Owner, and that no other person, partnership, corporation, business trust, or any other organization, has any interest pertaining to the premises which are the subject of the within

Agreement, and this representation is made with full knowledge that the Township will rely upon the same in accepting any evidence in indebtedness of security as required herein.

FIFTEENTH: The Owner hereby agrees to enter into a maintenance bond or other security in an amount equal to fifteen percent (15%) of the actual cost of the Improvements called for in the MPC and in a Land Development Improvements Agreement, in a form approved by the Township Solicitor and/or the Board of Supervisors, to guarantee that the Improvements listed in this Land Development Plan Improvements Agreement shall be maintained for a period of eighteen (18) months, as more fully set forth in the Land Development Maintenance Agreement ("Maintenance Security") and in accordance with the MPC. The Maintenance Security shall be furnished by the Owner and approved, as herein provided, prior to the Township releasing the Security obtained to secure the Improvements.

SIXTEENTH: Owner will make provisions for and be personally responsible for removing all mud and debris from all vehicles and equipment leaving the property which is the subject of the Land Development Plan onto the Township street adjoining the area to be developed under this Agreement and shall remove any debris and litter which may fall upon the Township streets from all vehicles and equipment. If the same is not removed and properly washed down within twenty-four (24) hours after written notice from the Township to the Owner, then, in that event, said debris and litter shall be removed from the street by the Township at the Owner's expense and the Owner shall be billed for said expense, plus 20% surcharge for administrative expense, plus the costs expended by the Township if a municipal lien must be filed, which expense the Owner hereby agrees to pay.

SEVENTEENTH: The Owner and the successors and assigns of the Owner shall be solely responsible for any and all damage caused by the Owner, its agents, successors, or assigns in the development of the land, which is the subject of the Land Development Plan (the "Land") and shall, at its own expense repair any damage done to abutting property owners or their land because of any negligent act on the part of the Owner, its agents, successors, or assigns in the development of the Land. The Owner shall indemnify and save harmless the Township, its agents, and consultants, from and against all liability for or on account of any injury or damages received or sustained by any person or persons by reason of and to the extent of (i) any act or neglect on the part of the Owner, its agents, or employees; or (ii) the condition of the Land; or (iii) the installation of any drainage facilities, or in consequence of any negligence in guarding the same, or as a result of any alleged breach of any statutory duty or obligation on the part of the Township, or of the employees of the Township in respect to the condition of the Land or guarding the same.

EIGHTEENTH: The Township will notify the Owner, upon receipt of written notice from the Owner, that all of the necessary Improvements to the land have been made, of its decision regarding approval or rejection of these Improvements, following the procedure outlined under Section 510 of the Pennsylvania Municipalities Planning Code, Act of July 31, 1968, P.L. 805, as amended, 53 P.S. Section 10510, which is incorporated in this Agreement in total by reference.

NINETEENTH: Owner shall pay to the Township (i) a Tapping Fee in the amount of \$64,800.00; (ii) a Connection Fee in the amount of \$472.50; and (iii) a Customer Facilities Fee in the amount of \$330.00 (hereinafter collectively referred to as "Sewer Fees"). The Sewer Fees shall be paid when Township issues the building permit.

TWENTIETH: The Developer shall pay to the Township a Township Interceptor System fee of \$40,600.00 to install and/or improve the Township interceptor system.

TWENTY-FIRST: The Developer shall pay prior to the issuance of a building permit, a traffic impact fee in the total amount of \$29,155.00, as required by the Hanover Township Impact Fee Ordinance No. 91-12, which fee has been calculated at the rate of \$343.00 per PM peak hour trip multiplied by 85 peak hour trips. In lieu of the payment of the traffic impact fee, the Developer shall install certain traffic improvements on Schoenersville Road as agreed to by Developer and Township and approved by PennDOT.

TWENTY-SECOND: The Developer shall pay a Township Recreation and Open Space Area Fee in the total amount of \$76,320.00 in accordance with Section 159-16 D. of the Hanover Township Subdivision and Land Development Ordinance. The required Open Space Area Fee shall be paid prior to the recording of the approved Land Development Plan.

TWENTY-THIRD: The Developer shall pay to Township a Tree Replacement Fee in the amount of \$28,800.00, in lieu of tree planting (72 trees x 400.00 per tree).

TWENTY-FOURTH: Time of the Essence. Time is agreed to be of the essence of this Agreement.

TWENTY-FIFTH: Default. In the event the Owner defaults under the terms and conditions of this Agreement, and the same is not cured within thirty (30) days of written notice from the Township, the following provisions shall apply:

- a. Right to Draw Upon Security. The Township shall have the right to draw upon the Security in accordance with its terms and in such amounts as to enable the Township to complete the Improvements. In addition, the Township shall have the right to bring an action at law or in equity against the Owner in the event the Security is insufficient

to enable Township to complete construction and installation of the Improvements following default. In the event of any such action, suit, or proceeding brought by the Township against the Owner for defaults hereunder, the Owner agrees to pay the Township's reasonable attorney fees and court costs incurred in such action as may be awarded by a court having jurisdiction over the parties and subject matter of such dispute. The Township's exercise of its rights under the Security shall not bar it from pursuing its rights under this Agreement, the parties agreeing that the Township's rights hereunder are cumulative and not exclusive.

- b. Confession of Judgment. In the event the Township draws upon the Security in accordance with its terms and this Agreement and the Township completes the Improvements at a cost in excess of the amount of the Security, then, and under such circumstances, the Owner agrees to reimburse the Township upon demand for such deficiency. The Owner shall have thirty (30) days to pay any such deficiency to the Township. In the event Owner fails to pay such deficiency to the Township, as provided above, then, and under such circumstances, THE OWNER HEREBY IRREVOCABLY AUTHORIZES AND EMPOWERS THE TOWNSHIP BY ANY ATTORNEY OF ANY COURT OF RECORD OF PENNSYLVANIA AS ATTORNEY FOR THE OWNER TO APPEAR FOR AND CONFESS JUDGMENT AGAINST THE OWNER FOR THE AMOUNT OF SUCH DEFICIENCY FOR WHICH AN AFFIDAVIT SIGNED BY AN OFFICER OF THE TOWNSHIP SETTING FORTH SUCH AMOUNTS AS ARE THEN DUE SHALL BE PRIMA FACIE EVIDENCE, PLUS TEN PERCENT (10%) THEREOF BUT NOT LESS THAN ONE THOUSAND DOLLARS (\$1,000.00) AS A

REASONABLE ATTORNEY FEE, WITH COSTS OF SUIT. SUCH AUTHORITY SHALL NOT BE EXHAUSTED BY ANY ONE EXERCISE THEREOF, BUT JUDGMENT MAY BE CONFESSED AS AFORESAID FROM TIME TO TIME AS OFTEN AS THERE IS A DEFICIENCY UNDER SUCH SECURITY PROVIDED, HOWEVER, THE TOWNSHIP HAS GIVEN THE OWNER THIRTY (30) DAYS' WRITTEN NOTICE OF SUCH DEFICIENCY AND DEMANDED PAYMENT WITHIN SUCH THIRTY (30) DAY PERIOD OF TIME.

- c. Certain Waivers and Releases. In any amicable action, suit, or proceeding brought by the Township under the provisions of paragraph 22(b) of this Agreement, the Owner hereby releases and agrees to release Township from all errors and defects whatsoever of a procedural nature in entering such Confession of Judgment or in causing any Writ to be issued or in proceeding on such Writ or concerning the same, provided that the Township shall have filed in such action, suit, or proceeding, an Affidavit of an officer of the Township setting forth the facts necessary to support the entry of such Judgment or the issuance of such Writ according to the terms of this Agreement, of which facts such Affidavit shall be prima facia evidence. If a copy of this Agreement, verified by an officer of the Township, shall be filed in such action, suit, or proceedings, it shall not be necessary to file the original as a warrant of attorney, any rule of court, custom, or practice to the contrary notwithstanding.

TWENTY-SIXTH The Americans With Disabilities Act.

- a. The Owner acknowledges and agrees that, pursuant to federal regulations promulgated under the authority of The Americans With Disabilities Act, 28 C.F.R. 35.101 et seq., the Owner understands and agrees that no individual with a disability

shall, on the basis of the disability, be excluded from participation in this Agreement or from activities provided for under this Agreement. As a condition of accepting and executing this Agreement, the Owner agrees to comply with the "General Prohibitions Against Discrimination," 28 C.F.R. 35.130, and all other regulations promulgated under Title II of The Americans With Disabilities Act which are applicable to the benefits, services, programs, and activities provided by the Township of Hanover, Northampton County, Pennsylvania, through agreements with outside contractors.

- b. The Owner agrees that all Improvements constructed pursuant to this Agreement shall be constructed in accordance with terms and provisions of Titles I, II, and III of The Americans With Disabilities Act, 28 C.F.R. 35.101 et seq., if applicable.
- c. The Owner shall be responsible for, and agrees to indemnify and hold harmless the Township of Hanover, Northampton County, Pennsylvania, from, all losses, damages, expenses, claims, demands, suits, and actions brought by any party against the Township of Hanover, Northampton County, Pennsylvania, as a result of the Owner's failure to comply with the provisions of this paragraph.

TWENTY-SEVENTH: All references herein to sections, subsections, paragraphs, clauses, and other subdivisions of this Agreement, and the words "herein," "hereof," "hereby," "hereto," "hereunder," and words of similar import, refer to this Agreement as a whole and not to any particular sections, subsections, paragraphs, clauses, or other subdivisions hereof. This Agreement shall be deemed to have been made under, and shall be governed by, the laws of the Commonwealth of Pennsylvania in all respects, including matters of construction, validity, and performance.

TWENTY-EIGHTH: If any provision of this Agreement is prohibited by, or is unlawful or unenforceable under, any applicable law of any jurisdiction, such provision shall, as to such jurisdiction, be ineffective to the extent of such prohibition without invalidating the remaining provisions hereof, provided, however, that any such prohibition in any jurisdiction shall not invalidate such provisions in any other jurisdiction; and provided further, that where the provisions of any such applicable law may be waived by the parties to the full extent permitted by law to the end that this Agreement shall be deemed to be a valid and binding Agreement in accordance with its terms.

TWENTY-NINTH: The Owner acknowledges that the Township has and does rely upon each and every term, paragraph, representation, covenant, warranty, and provision of this Agreement as inducement to enter into this Agreement.

THIRTIETH: No delay or failure of Township in exercising any right, power, or privilege hereunder shall affect such right, power, or privilege, nor shall any single or partial exercise thereof, or the exercise of any other power, right, or privilege. The rights of the Township under this Agreement are cumulative and not exclusive of any right or remedies which the Township would otherwise have.

THIRTY-FIRST: No waiver of any breach of this Agreement by the Township shall constitute a continuing waiver or a waiver of any subsequent breach either of the same or another provision of this Agreement.

THIRTY-SECOND: The place of execution, contract, and performance is mutually agreed to be Hanover Township, Northampton County, Pennsylvania.

THIRTY-THIRD: All the understandings and agreements heretofore had between the parties hereto, are merged in this Agreement, which alone fully and completely expresses their

agreement, and this Agreement is entered into after full investigation, neither party relying upon any statement or representation not embodied in this contract made by the other.

THIRTY-FOURTH: The Owner agrees that the Superpave Wearing Surface roads or portions of roads to be dedicated to the Township, if any, shall not be laid until the Owner is authorized, in writing, by the Township or its duly authorized agent, said authorization to not be unreasonably withheld or delayed. It is clearly understood that this provision in no way relieves the Owner from completion of the Improvements within the time periods stated in this Agreement, unless otherwise agreed to by the Township and the Owner.

THIRTY-FIFTH: This Agreement may not be amended, modified, altered, or changed in any respect whatsoever, except by a further agreement in writing duly executed by the parties hereto.

THIRTY-SIXTH: Township agrees that any review, approval, discretion, opinion or judgment to be made by the Township and/or its duly Authorized Agent, including its Engineer and Solicitor shall be reasonable.

IN WITNESS WHEREOF, the parties have hereunto set their respective hands and seals the day and date first above written.

ATTEST:

HANOVER TOWNSHIP,
NORTHAMPTON COUNTY,
PENNSYLVANIA

By: _____
Kimberly Lymanstall, Secretary

By: _____
SUSAN A. LAWLESS, Chair
Board of Supervisors

WITNESS:

UHS-LVHN JV, LLC, a Pennsylvania
limited liability company

By: _____
Print Name: _____
Title: _____

By: _____
Print Name: _____
Title: _____

COMMONWEALTH OF PENNSYLVANIA)
) SS.
COUNTY OF _____)

On this ____ day of _____, 2024, before me, a Notary Public, the undersigned officer, personally appeared SUSAN A. LAWLESS, who acknowledged herself to be the Chair of the Board of Supervisors of Hanover Township, a municipal corporation and that she as Chair, being duly authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by herself as Chair.

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

Notary Public

COMMONWEALTH OF PENNSYLVANIA)
)
COUNTY OF _____)

SS:

ON THIS, the _____ day of _____, 2024, before me, the undersigned officer, personally appeared _____, and acknowledged himself/herself to be the _____ of UHS-LVHN JV, LLC and that as such _____ was authorized to execute the foregoing instrument on behalf of UHS-LVHN JV, LLC, for the purposes therein contained.

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

Notary Public

Prepared by and Return To:

James L. Broughal, Esquire

Broughal & DeVito, L.L.P.

38 West Market Street

Bethlehem, PA 18018

Northampton County Parcel I.D. No:N5 2 1A 0214 – W. Macada Road, Hanover Township

LAND DEVELOPMENT MAINTENANCE AGREEMENT
HANOVER TOWNSHIP, NORTHAMPTON COUNTY
LVHN/UHS BEHAVIORAL HEALTH HOSPITAL

THIS AGREEMENT, made this ____ day of _____, 2024, by and between ***HANOVER TOWNSHIP, NORTHAMPTON COUNTY***, a municipal corporation organized and existing under the laws of the Commonwealth of Pennsylvania (hereinafter called “Township”) party of the first part;

A N D

UHS-LVHN JV, LLC, a Pennsylvania limited liability company, with an address of 367 S. Gulph Road, King of Prussia, PA 19406 (hereinafter called “Owner”), party of the second part.

W I T N E S S E T H:

WHEREAS, the Township has approved a land development plan known as Land Development Plan for UHS/LVHN Behavioral Health Hospital (hereinafter called “Plan”); and

WHEREAS, the Owner and Township entered into a Land Development Improvements Agreement (hereinafter called “Improvements Agreement”) for the Plan; and

WHEREAS, pursuant to the terms of the Improvements Agreement, Owner is obligated to maintain certain municipal improvements (the “Improvements”) for a period of eighteen (18) months from the date of written acceptance by the Township; and

WHEREAS, the parties hereto desire that the agreement for the maintenance of the Improvements shall be in writing.

NOW, THEREFORE, in consideration of the premises and the mutual promises and undertakings herein set forth and in further consideration of the Township affixing its approval on a certain land development plan presented by the Owner or Owners, and intending to be legally bound thereby, for other good and valuable considerations, the parties agree as follows:

1. All "Whereas" clauses are incorporated herein by reference.
2. Owner hereby agrees to maintain, repair and refurbish in accordance with the provisions of the Pennsylvania Municipalities Planning Code, Act 247 ("MPC") any and all of the Improvements for a period of eighteen (18) months following the date of final written acceptance of the Improvements by the Township (the "Maintenance Period"). Notification of acceptance of the Improvements shall be given by the Township to the Owner by certified mail return receipt requested.
3. During the Maintenance Period, the Owner shall make such repairs and perform such maintenance as may be necessary, in the sole and absolute discretion of the Township to correct, repair, refurbish, maintain and replace any or all of the Improvements and further to correct and reinstall any deficiencies in the Improvements which may arise during the Maintenance Period.
4. All of the aforesaid obligations of Owner are hereby undertaken at Owner's sole cost and expense, and Owner agrees to hold harmless and indemnify the Township from any and all costs, expenses, claims and damages incurred by the Township because of the Owner's failure to maintain the Improvements.
5. The Improvements shall be maintained in accordance with all Township requirements and specifications, and conformity with this provision shall be determined solely by the Township or its duly authorized agent.

6. It shall be the duty of the Owner to notify the Township, in writing, ninety (90) days prior to the expiration of the Maintenance Period that the Improvements are ready for inspection by the Township.

7. Prior to the expiration of a thirty (30) days period following written notification, the Township shall notify, in writing, the Owner of those Improvements which need repairs, modifications, corrections, or replacement.

8. The Owner acknowledges and agrees that the Maintenance Period shall be extended to enable the Township to inspect Improvements and to require the Owner to repair and maintain the Improvements upon failure of the Owner to give any written notice as may be required by this Agreement.

9. In the event that repairs, modifications, corrections or replacement of the Improvements are required pursuant to this Agreement, the term of the Maintenance Period and term of the security posted by the Owner to guarantee the maintenance of the Improvements shall be automatically extended until such time as all Improvements are finally accepted in writing, by the Township.

10. A maintenance guarantee and/or security shall be provided to the Township in a form satisfactory to the Township and shall be in such amount as shall be approved by the Township prior to the release of the security posted under the Improvements Agreement for completion of the construction of the Improvements.

11. Nothing herein contained shall diminish the rights of the Township under any law or agreement insofar as they affect the Plan.

12. The parties hereto agree that the rule of contract law in the event of an ambiguity or problem of construction, the same will be resolved against the drafter of the instrument being construed, is hereby waived.

13. This Agreement contains the entire understanding between and among the parties and supersedes any prior understandings and agreements among them respecting the subject matter of this Agreement.

14. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

15. The parties hereto covenant, warrant and represent to each other good faith, reasonable cooperation, due diligence and honesty in fact in the performance of all obligations of the parties pursuant to this Agreement. All promises and covenants are mutual and dependent.

16. Failure of either party at any time to require performance of any provision of this Agreement shall not limit the party's right to enforce the provision, nor shall any waiver of any breach of any provision be a waiver of any succeeding breach of any provision or a waiver of the provision itself for any other provision.

17. Except as otherwise provided within this Agreement, neither party hereto may transfer or assign this Agreement without the prior written consent of the other party.

18. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.

19. In the event that a suit or action is brought by any party under this Agreement to enforce any of its terms, or in any appeal therefrom, it is agreed that the prevailing party shall be entitled to reasonable attorneys' fees to be fixed by the trial court, and/or appellate court.

20. Township agrees that any review, approval, discretion, opinion or judgment to be made by Township and/or its duly authorized Agent, including its Engineer and Solicitor shall be reasonable.

IN WITNESS WHEREOF, the parties have caused this document to be executed the day and year first above written.

ATTEST:

HANOVER TOWNSHIP,
NORTHAMPTON COUNTY,
PENNSYLVANIA

By: _____
Kimberly Lymanstall, Secretary

By: _____
SUSAN A. LAWLESS, Chair
Board of Supervisors

WITNESS:

UHS-LVHN JV, LLC

By: _____
Print Name: _____
Title: _____

By: _____
Print Name: _____
Title: _____

COMMONWEALTH OF PENNSYLVANIA)
) SS.
COUNTY OF _____)

On this ____ day of _____, 2024, before me, a Notary Public, the undersigned officer, personally appeared SUSAN A. LAWLESS, who acknowledged herself to be the Chair of the Board of Supervisors of Hanover Township, a municipal corporation and that she as Chair, being duly authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by herself as Chair.

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

Notary Public

COMMONWEALTH OF PENNSYLVANIA)
)
COUNTY OF _____) SS:

ON THIS, the _____ day of _____, 2024, before me, the undersigned officer, personally appeared _____, and acknowledged himself/herself to be the _____ of UHS-LVHN JV, LLC and that as such _____ was authorized to execute the foregoing instrument on behalf of UHS-LVHN JV, LLC, for the purposes therein contained.

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

Notary Public

Prepared by and Return To:

James L. Broughal, Esquire

Broughal & DeVito, L.L.P.

38 West Market Street

Bethlehem, PA 18018

Northampton County Parcel I.D. No:N5 2 1A 0214 – W. Macada Road, Hanover Township

**DECLARATION OF COVENANT,
AGREEMENT AND EASEMENT FOR
MAINTENANCE OF STORMWATER MANAGEMENT FACILITIES
HANOVER TOWNSHIP, NORTHAMPTON COUNTY, PA
LVHN/UHS BEHAVIORAL HEALTH HOSPITAL**

THIS DECLARATION OF COVENANT, AGREEMENT AND EASEMENT is made the ____ day of _____, 2024, by and between ***UHS-LVHN JV, LLC***, a Pennsylvania limited liability company, with an address of 367 S. Gulph Road, King of Prussia, PA 19406 (hereinafter referred as “Declarant”), and the ***HANOVER TOWNSHIP, NORTHAMPTON COUNTY***, a municipal corporation organized and existing as a township of the second class under the laws of the Commonwealth of Pennsylvania and situate in the County of Northampton, Commonwealth of Pennsylvania (hereinafter referred to as the “Township”).

WHEREAS, the Declarant is the owner in fee simple of a certain tract of land, Northampton County Uniform Parcel I.D.#(s) **N5 2 1A 0214** (hereinafter “Subject Premises”) as set forth on a site plan (hereinafter “Plan”), the cover sheet of which is entitled “Land Development Plan for UHS/LVHN Behavioral Health Hospital” dated October 16, 2023, as revised, prepared by RKR Hess, a Division of UTRS, with the Plan having been recommended for approval by the Hanover Township Planning Commission with certain conditions on February 5, 2024, and approved by the Hanover Township Board of Supervisors with certain conditions on April 9, 2024, and the record sheet(s) of which Plan has been or is about to be recorded in the Office of the Recorder of Deeds of Northampton County, Pennsylvania; and

WHEREAS, the lot shown on the Plan has been assigned the Northampton County Uniform Parcel Identifier Number which is set forth on **Exhibit “A,”** attached hereto and made a part hereof; and

WHEREAS, the Declarant has entered into a Site Plan Improvements Agreement, with the Township, which agreement has been or is about to be recorded (hereinafter collectively referred to as (“Development Agreement”)); and

WHEREAS, the Declarant proposes to locate, construct, install and maintain certain stormwater management facilities on the Subject Premises as shown on the Plan in accordance with the Plan and the Development Agreement (the “Stormwater Management Facilities”), and not to dedicate the Stormwater Management Facilities to the Township as public facilities; and

WHEREAS, as a condition of obtaining final approval of the Plan from the Township, the Township has required that the Declarant execute and record this Declaration of Covenant, Agreement and Easement and the Easement Agreement in the Office of the Recorder of Deeds of Northampton County, Pennsylvania for the purpose of ensuring to the Township, inter alia, that: (1) the Stormwater Management Facilities are located, constructed, installed and maintained by the Declarant in accordance with the Plan and Development Agreement; (2) following the completion of the duties of the Declarant pursuant to the Plan and the Development Agreement the Stormwater Management Facilities are continually and perpetually maintained, repaired, refurbished, reconstructed, and replaced by the Declarant and any future owners of the fee simple interest in the Subject Premises (“Owner(s)”) on which the Stormwater Management Facilities are located and shall continually and perpetually perform such maintenance, repair, refurbishment, reconstruction, and replacement of Stormwater Management Facilities, including but not limited to drainage swales, detention and retention basins, stormwater piping systems, headwalls, inlet and

outlet structures, and all structures and facilities appurtenant to the foregoing, as shown on the Plan and located on the Subject Premises, as may be necessary or advisable in the opinion of the Township to ensure the structural integrity and the proper functioning thereof, and compliance with all federal, state, and local laws, rules, and regulations pertaining thereto. At no time shall the Stormwater Management Facilities be removed or altered without the prior written approval of the Township.

NOW, THEREFORE, in consideration of the approval by the Township of the Plan, the Declarant, on behalf of the Declarant, and the successors and assigns of the Declarant, including all future Owners hereby promises, covenants and agrees to and with the Township, its successors and assigns, to faithfully perform all the requirements set forth hereinafter, and does hereby bind the Declarant, the Owners, and the Subject Premises, to the faithful performance of said requirements, to wit:

1. All "WHEREAS" clauses are incorporated herein by reference as if the same were set forth here at length.

2. The Owners of the Subject Premises on which Stormwater Management Facilities are located shall continually and perpetually perform such maintenance, repair, refurbishment, reconstruction, and replacement of said facilities, including but not limited to drainage swales, detention and retention basins, stormwater piping systems, headwalls, inlet and outlet structures, and all structures and facilities appurtenant to the foregoing and all Best Management Practices ("BMPs) agreed to be performed by Owners, as shown on the Plan and located on the lands of the Owners, as may be necessary or advisable in the opinion of the Township to ensure the structural integrity and the proper functioning thereof, and compliance with all federal, state and local laws,

rules, and regulations pertaining thereto. At no time shall the Stormwater Management Facilities be removed or altered in any manner without the prior written approval of the Township.

3. All Stormwater Management Facilities, and erosion and sedimentation control facilities, which because of construction activities, grading, stripping of vegetation, or any other reason, have been damaged or fail to function properly, shall be stabilized and reconstructed to approved design grades and specifications. Provided nothing herein shall be deemed to or have the effect of modifying, eliminating or affecting in any way Developer's right and entitlement to pursue recovery of any claims, damages, losses, costs, fees expenses, fines, penalties and/or other out-of-pocket monetary expenditures incurred or sustained by Developer, from any third party who/which is responsible, in whole or in part, for the incident, event or occurrence which caused and/or resulted in the need for such stabilization and/or reconstruction.

4. All drainage swales, detention and/or retention basins, and other stormwater easements shown on the Plans shall be maintained in a grassed or otherwise improved condition, in accordance with the grades and designs shown on the Plan. All these easements shall be kept free of all obstructions, including but not limited to, such obstructions as fill, temporary or permanent structures, and plants (other than grass or other Township approved covers). Fences may be constructed within these easements, within the requirements of the ordinances of the Township (and pursuant to any other Township authorizations to Declarant, including any variances granted from Township Ordinances) provided that the fence is of a type and location that will not impede the flow of stormwater, and provided that the Owners shall remove such fence at the expense of the Owners and without compensation to the Owners if determined by the Township to be necessary to allow work within the easement.

5. Whenever sedimentation is caused by stripping vegetation, grading or other earth moving activities, it shall be the responsibility of the Owners to remove the sedimentation from all adjoining surfaces, drainage systems and watercourses, and to repair any damage at the sole expense of the owners.

6. The Owners, upon execution of this Covenant, shall deposit the sum of five thousand and 00/100 (\$5,000.00) Dollars into the Township's BMP Operations and Maintenance Fund (the "BMP Maintenance Fund"). The BMP Maintenance Fund shall be used for the following purposes:

(a) If the BMP is to be privately owned and maintained, the BMP Maintenance Fund shall cover the cost of periodic inspections by the Township in perpetuity, as determined by the Township; and

(b) If the BMP is to be owned and maintained by the Township, the BMP Maintenance Fund shall cover the estimated costs for operation and maintenance in perpetuity, as determined by the Township.

At such time that the BMP Maintenance Fund shall be reduced to the sum of Two Thousand Five Hundred (\$2,500.00) Dollars or less, the Owner shall, within thirty (30) days of written notice from the Township, replenish the BMP Maintenance Fund to Five Thousand (\$5,000.00) Dollars. The Owners failure to replenish the BMP Maintenance Fund, as set forth above, shall act as a default under the Covenant and give the Township the rights under Section 7 of this Covenant.

7. The Owners shall make provisions for and be personally responsible for strict compliance with all of the foregoing covenants. Upon failure of the Owners to comply within the time period specified by written notice, or in the event the Township, in its sole and absolute discretion determines the work to be of an emergency nature, the Township may perform such

work as may be necessary in its sole and absolute discretion to bring the Owners into compliance at the expense of the Owners and the owners shall be charged for said expense, plus a 20% surcharge for the Township's administrative expenses, plus any costs expended by the Township (including reasonable attorney's fees) if a municipal lien or civil action or action in equity is filed, which expense the Owners hereby agree to assume and pay.

8. The Owners hereby grant, bargain and sell to the Township, its successors and assigns, the Township Engineer, and such other persons as may be authorized by them to act on their behalf: (a) a right-of-way and easement on, over, across, under and through the land shown on the Plan for the purposes of inspecting the Stormwater Management Facilities, of curing any default by the Owners, and of exercising its rights under paragraph 5, supra; and (b) the free and uninterrupted use, liberty, and privilege of, and passage in and along, and to and from, the land for the foregoing purposes. Any activity or work performed by Township or its duly authorized agent affecting the operation or use of any Stormwater Management Facilities, shall not interfere with or interrupt the use or operation of the Subject Premises, and Township shall, and shall cause its duly authorized agent, to exercise such rights in a manner that will minimize interference and inconvenience to the Owner or its tenants. Additionally, Township shall, except in the event of emergencies, endeavor to provide the Declarant forty-eight (48) hours written notice in advance of any access, activities and/or work which may reasonably be expected to interfere with the operation or use of the Subject Premises by the Township or its duly authorized agents.

9. The duties of Declarant or Owner under this agreement shall apply only during the period of ownership of the Subject Premises by such Declarant or Owner, and shall terminate upon the sale of the Subject Premises by such Declarant or Owner to a bona fide purchaser for value, or upon the assignment to a successor entity, who/which shall thereupon assume the duties of

Declarant or Owner and be responsible for complying with the terms and conditions of this agreement; provided, nevertheless, that nothing contained herein shall be construed as relieving Declarant or Owner from liability for any default occurring during the period of ownership by such Declarant or Owner.

10. Township agrees that any review, approval, discretion, opinion or judgment to be made by the Township and/or its duly authorized agent, including its Engineer and Solicitor shall be reasonable.

IN WITNESS WHEREOF, the Declarant and the Township have executed this Declaration of Covenant, Agreement and Easement the day and year first above written.

WITNESS:

DECLARANT:

UHS-LVHN JV, LLC, a Pennsylvania
limited liability company,

By: _____
Print Name: _____
Title: _____

By: _____
Print Name: _____
Title: _____

ATTEST:

HANOVER TOWNSHIP,
NORTHAMPTON COUNTY,
PENNSYLVANIA

By: _____
Kimberly Lymanstall, Secretary

By: _____
SUSAN A. LAWLESS, Chair
Board of Supervisors

EXHIBIT "A"
NORTHAMPTON COUNTY UNIFORM PARCEL IDENTIFIER NUMBER(S)

N5 2 1A 0214

COMMONWEALTH OF PENNSYLVANIA)
)
COUNTY OF _____) SS:

ON THIS, the _____ day of _____, 2024, before me, the undersigned officer, personally appeared _____, and acknowledged himself/herself to be the _____ of UHS-LVHN JV, LLC and that as such _____ was authorized to execute the foregoing instrument on behalf of UHS-LVHN JV, LLC, for the purposes therein contained.

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

Notary Public

COMMONWEALTH OF PENNSYLVANIA)
) SS.
COUNTY OF _____)

On this ____ day of _____, 2024, before me, a Notary Public, the undersigned officer, personally appeared SUSAN A. LAWLESS, who acknowledged herself to be the Chair of the Board of Supervisors of Hanover Township, a municipal corporation and that she as Chair, being duly authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by herself as Chair.

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

Notary Public