

PREPARED BY AND RETURN TO:

Fitzpatrick Lentz & Bubba, P.C.
Two City Center
645 W. Hamilton Street, Suite 800
Allentown, PA 18101
610-797-9000

Tax Parcel ID: M6 15 10N 0214 (95 Highland Avenue, Hanover Township)

PERMANENT TRAFFIC SIGNAL EASEMENT AGREEMENT

THIS INDENTURE is made this _____ day of _____, 2024 (the "Effective Date"), by and between **DLP LEHIGH VALLEY BUILDING LLC**, a Pennsylvania limited liability company, located at 835 W. Hamilton Street, 8th Floor, Allentown, Pennsylvania 18101 (hereinafter, "Grantor"), and **HANOVER TOWNSHIP**, a Township of the First Class, organized and existing under and pursuant to the Laws of the Commonwealth of Pennsylvania and constituting a political subdivision of the Commonwealth of Pennsylvania and County of Northampton, with a mailing address of 3630 Jacksonville Road, Bethlehem, Pennsylvania 18017 (hereinafter, "Grantee").

WHEREAS, Grantor is the owner of a tract of land located in Hanover Township, Northampton County, Pennsylvania, and identified as Northampton County Tax Parcel M6 15 10N 0214 (hereinafter referred to as the "Premises").

WHEREAS, Grantee desires to acquire a Permanent Traffic Signal Easement from Grantor which would traverse a portion of Grantor's above-mentioned tract of land.

WHEREAS, Grantee seeks to acquire the subject easement for the construction and maintenance of traffic signal supports and underground conduit, the purpose of which would be to provide traffic signal control of the intersection located at Bath Pike (S.R. 0512) and Highland Avenue.

NOW THEREFORE, WITNESSETH: That Grantor hereby grants, bargains, sells and conveys unto Grantee, its successors and assigns, the free and uninterrupted use, liberty and privilege of, and passage in and upon, a Permanent Traffic Signal Easement, in, over, upon and across that portion of the lands of Grantor depicted in and upon the attached Exhibit "A" prepared by Benchmark Civil Engineering Services, Inc., dated August 10, 2023.

TOGETHER WITH, the right of free ingress, egress, regress and access unto and along the same at all times hereinafter or ever in common with the Grantor, its successors and assigns, for the purpose of installing, inspecting, maintaining, repairing, improving, operating, removing, replacing and rebuilding said traffic signal support; provided, however, that Grantee, shall, at all times, after doing any work or activity in connection with the said signal support, restore, at Grantee's sole cost and expense, the premises to the condition in which the same were found before such work or thing were undertaken, and provided, further, however, that no buildings shall be erected, no trees shall be planted and no regrading shall occur over and on said easement, and

Grantor, its successors and assigns, shall not permit, cause or suffer any obstruction, temporary or permanent, to be placed upon said easement, which would interfere with Grantee's installation, construction, inspection, maintenance, repair, improvement, operation, removal, replacement and rebuilding of said traffic signal support.


TO HAVE AND TO HOLD all and singular the privileges aforesaid unto the said Grantee, its successors and assigns, to and for the proper use and behoof of the said Grantee, its successors and assigns, forever, in common with it, the said Grantor, its successors and assigns, as aforesaid.


[Signatures appear on following page]

IN WITNESS WHEREOF, Grantor and Grantee, intending to be legally bound hereby, have caused this Permanent Traffic Signal Easement Agreement to be duly executed the day and year first above written.

WITNESS:

DLP LEHIGH VALLEY BUILDING LLC


Name: Sean Anderson
Address: 405 Golfway W Drive
St. Augustine, FL 32095

By: 
Name: Christopher B. Roemer
Title: Authorized Signatory

WITNESS:

HANOVER TOWNSHIP

By: _____
Name: _____
Title: _____

COMMONWEALTH OF FLORIDA:

COUNTY OF ST JOHNS

: SS:
:

On this 25th day of February 2024, by means of (x) physical presence or () online notarization, before me a Notary Public in and for the State of Florida, the undersigned officer, personally appeared Christopher B. Roemer, who acknowledged himself/herself to be the Authorized Signatory of DLP LEHIGH VALLEY BUILDING LLC, a Pennsylvania limited liability company, and that he/she as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

In Witness Whereof, I hereunto set my hand and official seal.



[Signature] [SEAL]
Notary Public

My Commission Expires:

9/22/2024

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF _____

: SS:
:
:

On this _____ day of _____ 2024, before me a Notary Public in and for the Commonwealth of Pennsylvania, the undersigned officer, personally appeared _____, who acknowledged himself/herself to be the _____ of HANOVER TOWNSHIP, a Township of the First Class, and that he/she as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

In Witness Whereof, I hereunto set my hand and official seal.

Notary Public [SEAL]

My Commission Expires:

Exhibit "A"

DISTRICT	COUNTY	ROUTE	SECTION	SHEET NUMBER
S-6	NORTHAMPTON	0512	15P R/W	7 OF 7
NO.	REVISION	DATE	BY	

RIGHT-OF-WAY INFORMATION

SR 0512, SEC. NO. 15P R/W, HANOVER TOWNSHIP, NORTHAMPTON COUNTY
 PROPERTY (OWNER(S)) SHEET NO. 5 CLAIM NO. _____
 GRANTOR(S) DUP LEISH VALLEY BUILDING LLC

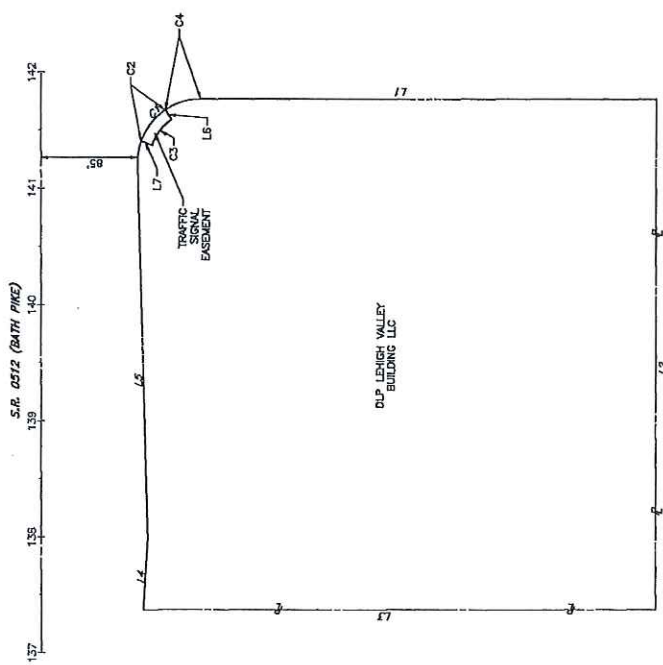
DEED BOOK 130642 DEED AC/360-71.1 REQUIRED AREA AC/360-71.1
 PAGE 130642 DEED 1.105 RIGHT OF WAY 1.105
 DATE OF DEED 6/28/18 CALCULATED 1.105 TROP CON. EMT. -
 DATE OF RECORD 8/28/18 ADVERSE - SLOPE CON. EMT. -
 CONSIDERATION \$4,657,500 DEED R/W - TWP. TRAFFIC -
 TAX STAMP \$84,672 TOTAL RESERVE 2.105 SIGNAL EMT. 0.007
 VERIFICATION DATE 10/03/23
 DRAWN BY AS SHOWN
 SCALE 1" = 100'

ALL PROPERTIES ARE PLOTTED FROM DEEDS OF RECORD, RECORD SUBDIVISION OR LOT PLANS. UNLESS OTHERWISE NOTED, PROPERTY LINES WERE SURVEYED ONLY WHEN THE PROJECT, PROPERTY LINES NOT ESTABLISHED BY FIELD SURVEY WERE PLOTTED BASED ON EXISTING TOPOGRAPHICAL FEATURES AND LIMITED FIELD DATA.

THIS PROPERTY PLOT PLAN IS NOT TO BE SUBSTITUTED FOR A BOUNDARY SURVEY.

METES AND BOUNDS

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	25.00'	66.23'	77.77'	M44°29'15"E	89°28'43"
C2	55.00'	54.90'	54.30'	N57°02'58"E	35°21'21"
C3	55.00'	54.90'	54.30'	S57°02'58"E	35°21'21"
C4	55.00'	54.90'	54.30'	N72°21'08"E	34°14'58"
LINE	BEARING	DISTANCE			
L1	A89°28'10"E	351.97'			
L2	S09°37'24"E	440.15'			
L3	S07°05'58"E	471.58'			
L4	A02°49'55"E	421.58'			
L5	A02°13'47"W	421.47'			
L6	S34°46'21"E	10.00'			
L7	N71°07'43"W	10.00'			



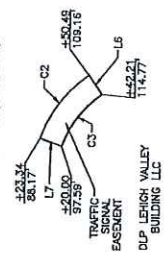
PROPERTY PLOT



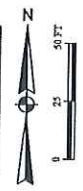
LEGEND

REQUIRED EASEMENT TO BE DEEDED TO THE TOWNSHIP

S.R. 0512 (BATH PIKE)



ENLARGEMENT



LEGEND

REQUIRED EASEMENT TO BE DEEDED TO THE TOWNSHIP



PREPARED BY AND RETURN TO:

Fitzpatrick Lentz & Bubba, P.C.
Two City Center
645 W. Hamilton Street, Suite 800
Allentown, PA 18101
610-797-9000

Tax Parcel ID: M6 15 10X 0214 (90 Highland Avenue, Hanover Township)

PERMANENT TRAFFIC SIGNAL EASEMENT AGREEMENT

THIS INDENTURE is made this ____ day of _____, 2024 (the "Effective Date"), by and between **90 HIGHLAND LLC**, a Pennsylvania limited liability company, located at 3150 Coffeetown Road, Orefield, Pennsylvania 18069 (hereinafter, "Grantor"), and **HANOVER TOWNSHIP**, a Township of the First Class, organized and existing under and pursuant to the Laws of the Commonwealth of Pennsylvania and constituting a political subdivision of the Commonwealth of Pennsylvania and County of Northampton, with a mailing address of 3630 Jacksonville Road, Bethlehem, Pennsylvania 18017 (hereinafter, "Grantee").

WHEREAS, Grantor is the owner of a tract of land located in Hanover Township, Northampton County, Pennsylvania, and identified as Northampton County Tax Parcel M6 15 10X 0214 (hereinafter referred to as the "Premises").

WHEREAS, Grantee desires to acquire a Permanent Traffic Signal Easement from Grantor which would traverse a portion of Grantor's above-mentioned tract of land.

WHEREAS, Grantee seeks to acquire the subject easement for the construction and maintenance of traffic signal supports and underground conduit, the purpose of which would be to provide traffic signal control along Highland Avenue.

NOW THEREFORE, WITNESSETH: That Grantor hereby grants, bargains, sells and conveys unto Grantee, its successors and assigns, the free and uninterrupted use, liberty and privilege of, and passage in and upon, a Permanent Traffic Signal Easement, in, over, upon and across that portion of the lands of Grantor depicted in and upon the attached Exhibit "A" prepared by Benchmark Civil Engineering Services, Inc., dated April 29, 2024, as further laid out on the legal description on Exhibit "B", attached hereto and incorporated herein by reference.

TOGETHER WITH, the right of free ingress, egress, regress and access unto and along the same at all times hereinafter or ever in common with the Grantor, its successors and assigns, for the purpose of installing, inspecting, maintaining, repairing, improving, operating, removing, replacing and rebuilding said traffic signal support; provided, however, that Grantee, shall, at all times, after doing any work or activity in connection with the said signal support, restore, at Grantee's sole cost and expense, the premises to the condition in which the same were found before such work or thing were undertaken, and provided, further, however, that no buildings shall be erected, no trees shall be planted and no regrading shall occur over and on said easement, and Grantor, its successors and assigns, shall not permit, cause or suffer any obstruction, temporary or

permanent, to be placed upon said easement, which would interfere with Grantee's installation, construction, inspection, maintenance, repair, improvement, operation, removal, replacement and rebuilding of said traffic signal support.

TO HAVE AND TO HOLD all and singular the privileges aforesaid unto the said Grantee, its successors and assigns, to and for the proper use and behoof of the said Grantee, its successors and assigns, forever, in common with it, the said Grantor, its successors and assigns, as aforesaid.

[Signatures appear on following page]

IN WITNESS WHEREOF, Grantor and Grantee, intending to be legally bound hereby, have caused this Permanent Traffic Signal Easement Agreement to be duly executed the day and year first above written.

WITNESS:

90 HIGHLAND LLC, a Pennsylvania limited liability company

Nick Galio

Nick Galio

By:

David Jauch

Name: David Jauch

Title: President

WITNESS:

HANOVER TOWNSHIP

By:

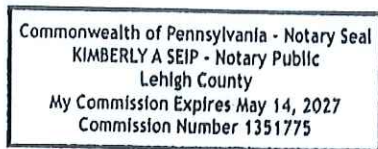
Name:

Title:

COMMONWEALTH OF PENNSYLVANIA :
COUNTY OF Lehigh : SS:

On this 14th day of May 2024, before me a Notary Public in and for the Commonwealth of Pennsylvania, the undersigned officer, personally appeared David Jaindl, who acknowledged himself to be the President of 90 HIGHLAND LLC, a Pennsylvania limited liability company, and that he/she as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

In Witness Whereof, I hereunto set my hand and official seal.



Kimberly A. Seip [SEAL]
Notary Public

My Commission Expires:

05-14-27

COMMONWEALTH OF PENNSYLVANIA :
COUNTY OF _____ : SS:

On this _____ day of _____ 2024, before me a Notary Public in and for the Commonwealth of Pennsylvania, the undersigned officer, personally appeared _____, who acknowledged himself/herself to be the _____ of HANOVER TOWNSHIP, a Township of the First Class, and that he/she as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

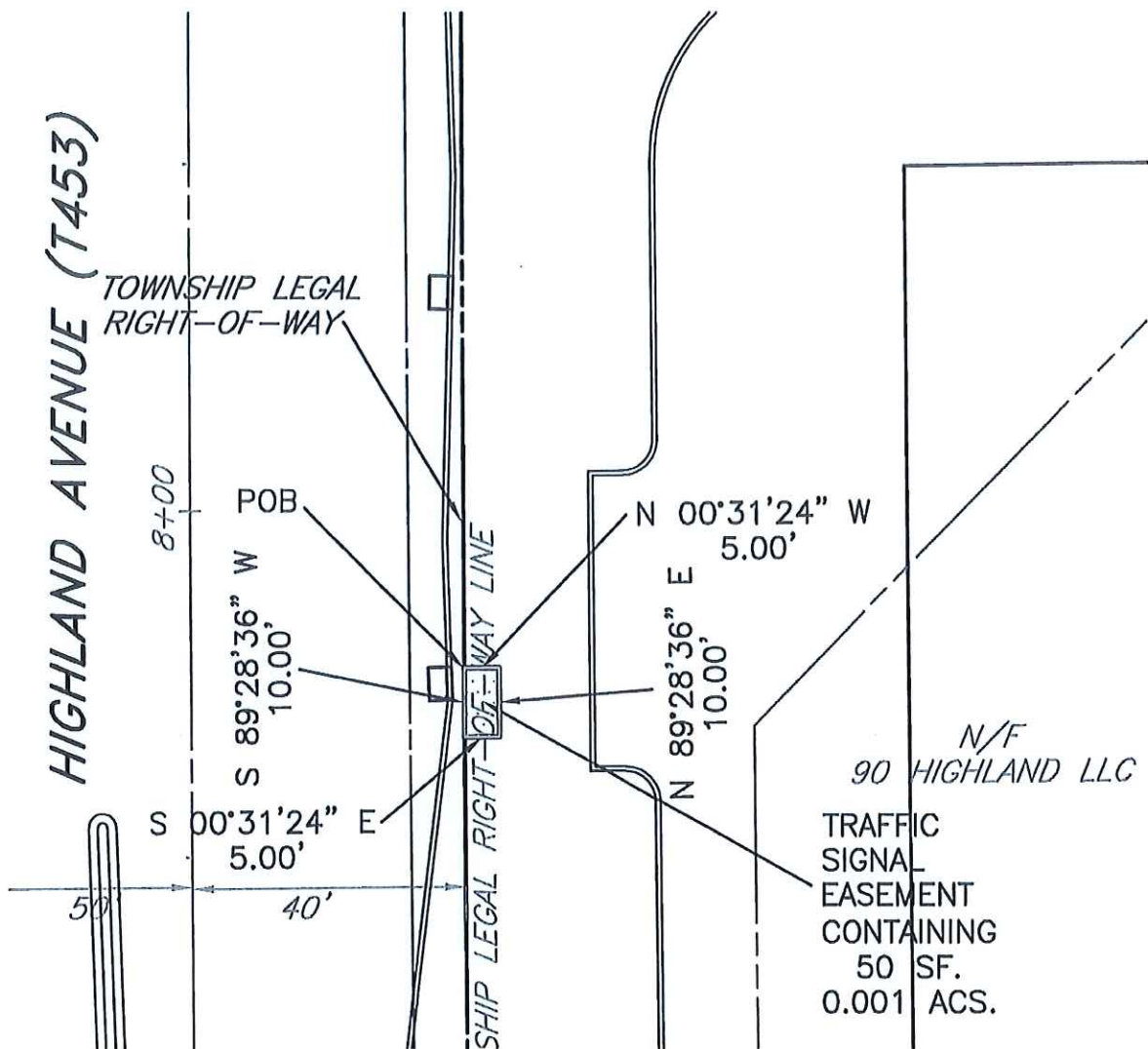
In Witness Whereof, I hereunto set my hand and official seal.

Notary Public [SEAL]

My Commission Expires:

Exhibit “A”

Plan



TITLE: **TRAFFIC SIGNAL EASEMENT PLAT**

90 HIGHLAND LLC
3150 COFFEETOWN ROAD
OREFIELD, PENNSYLVANIA 180691

Benchmark
CIVIL ENGINEERING SERVICES, INC.
1727 JONATHAN STREET
ALLENTOWN, PA 18104
610.776.6700 610.776.1190 FAX
www.bencivil.com

HANOVER TOWNSHIP

S.R. 0512 (BATH PIKE)
HANOVER TWP., NORTHAMPTON CO., PA

SCALE: 1" = 25'

DWG. FILE: 065004

PLAN DATE: 4/29/24

DWG. NO.:

SHT. NO.: 1 OF 1

E-5

Exhibit "B"

Legal Description

065004 – 4/29/2024

Prepared by:
Benchmark Civil Engineering Services, Inc.

**LEGAL DESCRIPTION
OF LANDS TO BE TRANSFERRED AS A TRAFFIC SIGNAL EASEMENT
FROM
90 HIGHLAND LLC
TO
THE TOWNSHIP OF HANOVER,
NORTHAMPTON COUNTY
COMMONWEALTH OF PENNSYLVANIA**

ALL THAT CERTAIN tract of land located in Hanover Township, County of Northampton, Commonwealth of Pennsylvania, as shown on a Plot Plan titled "DRAWING DEPICTING RIGHT-OF-WAY TO BE DEEDED TO THE COMMONWEALTH OF PENNSYLVANIA DEPARTMENT OF TRANSPORTATION UNDER HOP APPLICATION NO. 282387", being more particularly described as follows to wit:

BEGINNING at a point on the Northern Legal Township Right-of-Way of Highland Avenue (T453)

Sta. 7+77.00 (40.00' from center);

THENCE through lands N/F of the Grantor, 90 Highland LLC, the following three (3) courses and distances;

1. N 00°31'24" W a distance of 5.00 feet to a point;
2. N 89°28'36" E a distance of 10.00 feet to a point;
3. S 00°31'24" E a distance of 5.00 feet to a point on the previously mentioned Northern Township Legal Right-of-Way of Highland Avenue (T453);

THENCE along said Northern Township Legal Right-of-Way of Highland Avenue (T453); S 89°28'36" W a distance of 10.00 feet to a point on the previously mentioned Northern Township Legal Right-of-Way of Highland Avenue (T453), **THE POINT OF BEGINNING**;

CONTAINING 50 sq. ft. or 0.001 acres more or less.

PREPARED BY AND RETURN TO:

Fitzpatrick Lentz & Bubba, P.C.

Two City Center

645 W. Hamilton Street, Suite 800

Allentown, PA 18101

610-797-9000

Tax Parcel ID: M6 15 10X 0214 (90 Highland Avenue, Hanover Township)

PERMANENT TRAFFIC SIGNAL EASEMENT AGREEMENT

THIS INDENTURE is made this _____ day of _____, 2024 (the "Effective Date"), by and between **90 HIGHLAND LLC**, a Pennsylvania limited liability company, located at 3150 Coffeetown Road, Orefield, Pennsylvania 18069 (hereinafter, "Grantor"), and **HANOVER TOWNSHIP**, a Township of the First Class, organized and existing under and pursuant to the Laws of the Commonwealth of Pennsylvania and constituting a political subdivision of the Commonwealth of Pennsylvania and County of Northampton, with a mailing address of 3630 Jacksonville Road, Bethlehem, Pennsylvania 18017 (hereinafter, "Grantee").

WHEREAS, Grantor is the owner of a tract of land located in Hanover Township, Northampton County, Pennsylvania, and identified as Northampton County Tax Parcel M6 15 10X 0214 (hereinafter referred to as the "Premises").

WHEREAS, Grantee desires to acquire a Permanent Traffic Signal Easement from Grantor which would traverse a portion of Grantor's above-mentioned tract of land.

WHEREAS, Grantee seeks to acquire the subject easement for the construction and maintenance of traffic signal supports and underground conduit, the purpose of which would be to provide traffic signal control of the intersection located at Bath Pike (S.R. 0512) and Highland Avenue.

NOW THEREFORE, WITNESSETH: That Grantor hereby grants, bargains, sells and conveys unto Grantee, its successors and assigns, the free and uninterrupted use, liberty and privilege of, and passage in and upon, a Permanent Traffic Signal Easement, in, over, upon and across that portion of the lands of Grantor depicted in and upon the attached Exhibit "A" prepared by Benchmark Civil Engineering Services, Inc., dated December 20, 2023, as further laid out on the legal description on Exhibit "B", attached hereto and incorporated herein by reference.

TOGETHER WITH, the right of free ingress, egress, regress and access unto and along the same at all times hereinafter or ever in common with the Grantor, its successors and assigns, for the purpose of installing, inspecting, maintaining, repairing, improving, operating, removing, replacing and rebuilding said traffic signal support; provided, however, that Grantee, shall, at all times, after doing any work or activity in connection with the said signal support, restore, at Grantee's sole cost and expense, the premises to the condition in which the same were found before such work or thing were undertaken, and provided, further, however, that no buildings shall be erected, no trees shall be planted and no regrading shall occur over and on said easement, and

Grantor, its successors and assigns, shall not permit, cause or suffer any obstruction, temporary or permanent, to be placed upon said easement, which would interfere with Grantee's installation, construction, inspection, maintenance, repair, improvement, operation, removal, replacement and rebuilding of said traffic signal support.

TO HAVE AND TO HOLD all and singular the privileges aforesaid unto the said Grantee, its successors and assigns, to and for the proper use and behoof of the said Grantee, its successors and assigns, forever, in common with it, the said Grantor, its successors and assigns, as aforesaid.

[Signatures appear on following page]

IN WITNESS WHEREOF, Grantor and Grantee, intending to be legally bound hereby, have caused this Permanent Traffic Signal Easement Agreement to be duly executed the day and year first above written.

WITNESS:

90 HIGHLAND LLC, a Pennsylvania limited liability company

By: _____
Name: David Jaendl
Title: President

WITNESS:

HANOVER TOWNSHIP

By: _____
Name: _____
Title: _____

COMMONWEALTH OF PENNSYLVANIA :
 : SS:
COUNTY OF _____ :

On this _____ day of _____ 2024, before me a Notary Public in and for the Commonwealth of Pennsylvania, the undersigned officer, personally appeared David Jaindl, who acknowledged himself to be the President of 90 HIGHLAND LLC, a Pennsylvania limited liability company, and that he/she as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

In Witness Whereof, I hereunto set my hand and official seal.

_____[SEAL]
Notary Public
My Commission Expires:

COMMONWEALTH OF PENNSYLVANIA :
 : SS:
COUNTY OF _____ :

On this _____ day of _____ 2024, before me a Notary Public in and for the Commonwealth of Pennsylvania, the undersigned officer, personally appeared _____, who acknowledged himself/herself to be the _____ of HANOVER TOWNSHIP, a Township of the First Class, and that he/she as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

In Witness Whereof, I hereunto set my hand and official seal.

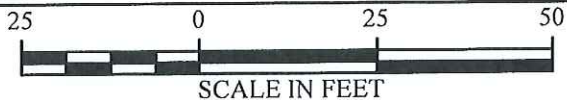
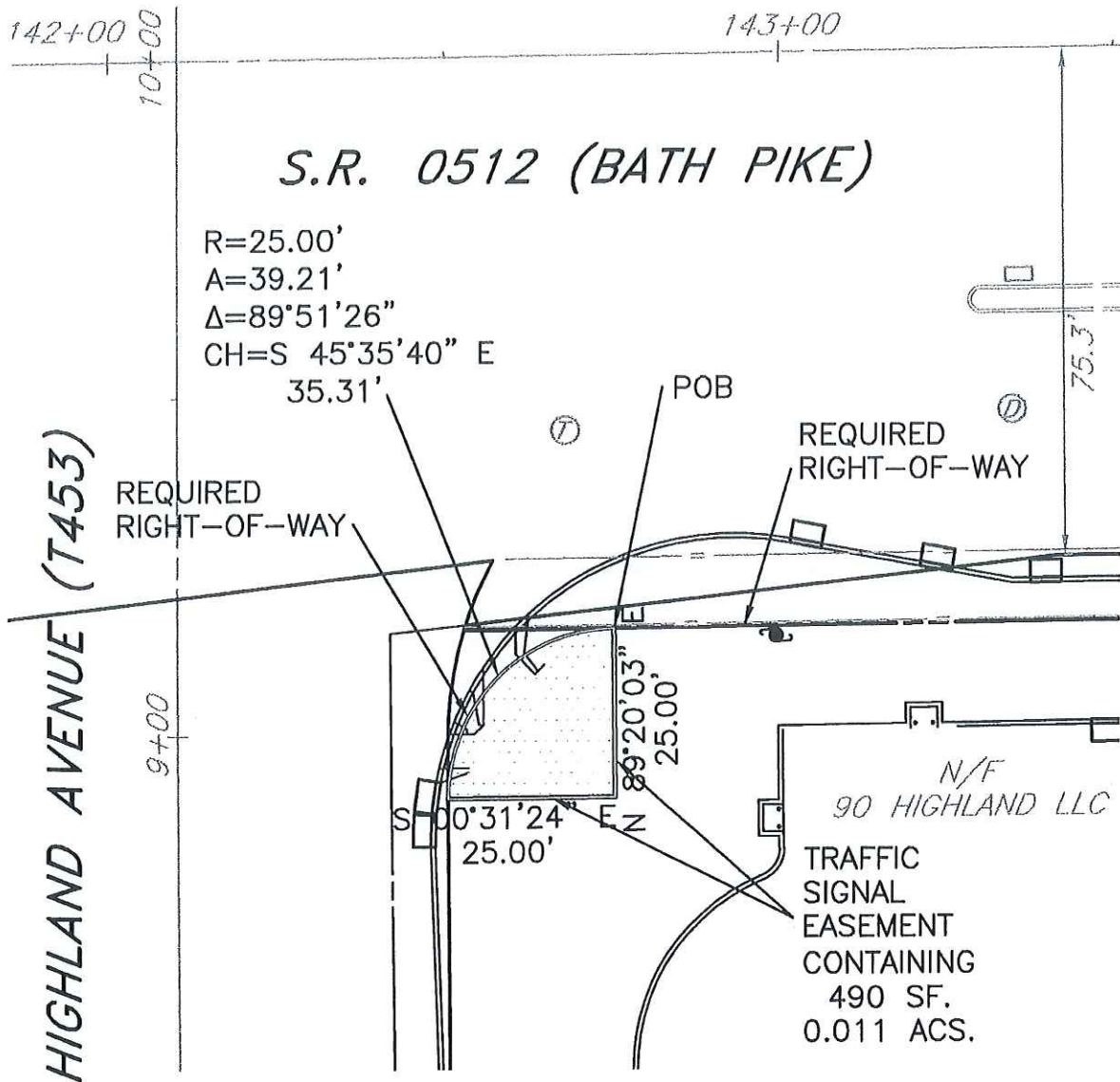
_____[SEAL]
Notary Public
My Commission Expires:

Exhibit "A"

Plan

Exhibit "B"

Legal Description



TITLE: TRAFFIC SIGNAL EASEMENT PLAT

90 HIGHLAND LLC
3150 COFFEETOWN ROAD
OREFIELD, PENNSYLVANIA 180691

Benchmark
CIVIL ENGINEERING SERVICES, INC.
1727 JONATHAN STREET
ALLENTOWN, PA 18104
610.776.6700 610.776.1190 FAX
www.bencivil.com

HANOVER TOWNSHIP
S.R. 0512 (BATH PIKE)
HANOVER TWP., NORTHAMPTON CO., PA

SCALE: 1" = 25'

DWG. FILE: 065004

PLAN DATE: 12/20/23

DWG. NO.:

SHT. NO.: 1 OF 1

E-3

**LEGAL DESCRIPTION
OF LANDS TO BE TRANSFERRED AS A TRAFFIC SIGNAL EASEMENT
FROM
90 HIGHLAND LLC
TO
THE TOWNSHIP OF HANOVER,
NORTHAMPTON COUNTY
COMMONWEALTH OF PENNSYLVANIA**

ALL THAT CERTAIN tract of land located in Hanover Township, County of Northampton, Commonwealth of Pennsylvania, as shown on a Plot Plan titled "DRAWING DEPICTING RIGHT-OF-WAY TO BE DEEDED TO THE COMMONWEALTH OF PENNSYLVANIA DEPARTMENT OF TRANSPORTATION UNDER HOP APPLICATION NO. 282387", being more particularly described as follows to wit:

BEGINNING at a point on the Eastern Required Right-of-Way of S.R. 0512 (Bath Pike) Sta. 142+75.03 (85.00' from center);

THENCE through lands N/F of the Grantor, 90 Highland LLC, the following two (2) courses and distances;

1. N 89°20'03" E a distance of 25.00 feet to a point;
2. S 00°31'24" E a distance of 25.00 feet to a point on the Northern Legal Right-of-Way of Highland Avenue at the intersection of said Northern Legal Right-of-Way of Highland Avenue (T453) and the Required Right-of-Way for Highland Avenue (T453);

THENCE along said Northern Required Right-of-Way of Highland Avenue (T453); Along a non-tangent curve to the right having a radius of 25.00 feet and an arc length of 39.21 feet, a cord bearing and distance of S 45°35'40" E – 35.31 feet to a point on the previously mentioned Eastern Required Right-of-Way of S.R. 0512 (Bath Pike), **THE POINT OF BEGINNING;**

CONTAINING 490 sq. ft. or 0.011 acres more or less.

RESOLUTION NO. _____

**A RESOLUTION OF HANOVER TOWNSHIP, NORTHAMPTON COUNTY,
PENNSYLVANIA AUTHORIZING PREPARATION AND SUBMISSION OF A
DECLARATION OF TAKING AND RELATED DOCUMENTATION FOR THE
CONDEMNATION OF LAND FOR ROADWAY IMPROVEMENTS ALONG S.R. 512**

WHEREAS, Hanover Township, Northampton County, Pennsylvania ("TOWNSHIP") is undertaking certain land acquisition activities necessary to acquire certain land for roadway improvements along S.R. 512; and

WHEREAS, it has been necessary for the TOWNSHIP to effect the condemnation of a certain portion of real estate identified as Northampton County Tax Parcel No. M6SW2 1 8 0214, which is more particularly described on the plan attached hereto and made a part herein as **Exhibit "A"** for placement of permanent signage and PennDOT Highway Occupancy Permit purposes; and

WHEREAS, it has been necessary for the TOWNSHIP to effect the condemnation of another certain portion of real estate identified as Northampton County Tax Parcel No. M6SW2 1 11 0214, which is more particularly described on the plan attached hereto and made a part herein as **Exhibit "B"** for placement of a traffic signal.

NOW, THEREFORE, be it resolved and it is resolved by the TOWNSHIP as follows:

1. That the Solicitor is hereby authorized and directed to prepare, and the proper officers to execute, a Declaration of Taking, and Notice of Condemnation in accordance with the provisions of the Pennsylvania Eminent Domain Code of 1964 as amended.
2. That the Solicitor is hereby authorized and directed to file the Declaration of Taking in the Office of the Prothonotary of Northampton County.

3. That the Solicitor is hereby authorized and directed to record the Notice of Filing of Declaration of Taking in the Office of the Recorder of Deeds of Northampton County.

4. That the TOWNSHIP, acting by its Solicitor, is hereby authorized and directed to pay, or to offer to pay, within sixty (60) days from the filing of the herein above-mentioned Declaration of Taking, just compensation to condemnees provided in Section 407 of the Eminent Domain Code.

5. That the Solicitor is hereby authorized and directed to send the notice required by Section 405 of the Eminent Domain Code to the record owners of property in the condemnation area by certified mail.

6. That this Resolution shall take effect immediately.

IN TESTIMONY WHEREOF, the undersigned TOWNSHIP has caused this Resolution to be signed by a duly authorized officer and its corporate seal, duly attested by the Board Secretary, to be hereunto affixed this _____ day of _____ 2024.

**HANOVER TOWNSHIP,
NORTHAMPTON COUNTY, PA**

ATTEST:

**By: _____
Kimberly Lymanstall,
Township Secretary**

**By: _____
Susan M. Lawless, Esquire, Chairperson
Board of Supervisors**

EXHIBIT "A"

DRAFT

EXHIBIT "B"

DRAFT

DISTRICT	COUNTY	STATE SECTION	SHEET NUMBER
S-0	NORTHAMPTON	0512 115 E/W	5 OF 7
NO.	HANDLER	TOWNSHIP	DATE
	REASON		BY

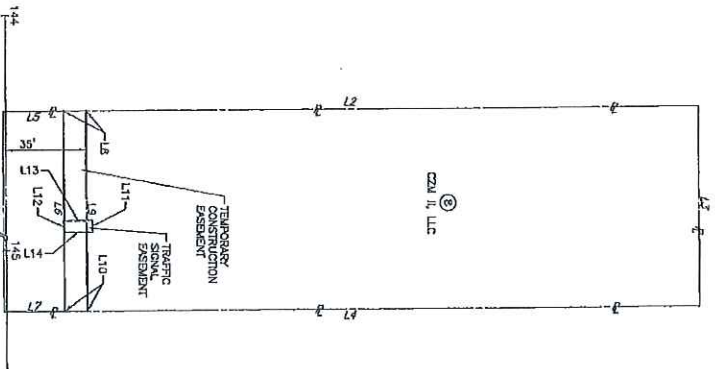
RIGHT-OF-WAY INFORMATION

S.R. 0512, SEC. NO. 12D 9/4E, HANCOCK TOWNSHIP, NORTHAMPTON COUNTY	
GRANTOR(S)	GRANTEE(S)
PAULIS J. REBER, ESTATE	CZM II, LLC
DEED BOOK	PAGE
3028-4	459/71
DATE OF DEED	8/20/22
DATE OF RECORD	9/20/22
CONSIDERATION	\$25,500
TAX MAP	\$10,500.00
TOTAL RESIDUE, R/W	
23,282	
RESIDUE IN	
SCALE	
AS SHOWN	

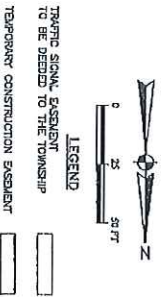
ALL PROPERTIES ARE PLOTTED FROM RECORDS, RECORDED SUBDIVISION OR LOT PLANS, OR FROM FIELD SURVEYS. PROPERTY LINES ARE SHOWN AS DETERMINED NECESSARY BY THE PROFESSIONAL LAND SURVEYOR RESPONSIBLE FOR THE PROJECT. PROPERTY LINES NOT ESTABLISHED BY FIELD SURVEY WERE PLOTTED BASED ON EXISTING TOPOGRAPHICAL FEATURES AND LIMITED FIELD DATA. THIS PROPERTY PLOT PLAN IS NOT TO BE SUBSTITUTED FOR A BOUNDARY SURVEY.

METES AND BOUNDS

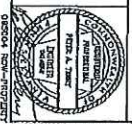
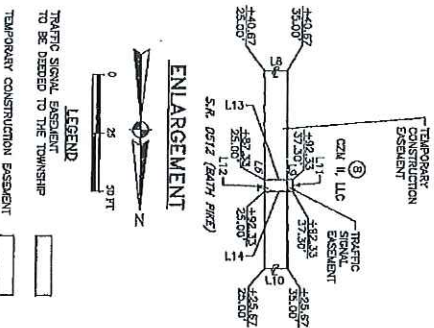
LINE	BEARING	DISTANCE
L1	S 02° 29' 57" E	65.00'
L2	S 89° 20' 03" W	392.00'
L3	S 02° 29' 57" W	18.00'
L4	S 89° 20' 03" E	18.00'
L5	S 02° 29' 57" W	28.00'
L6	S 89° 20' 03" E	28.00'
L7	S 02° 29' 57" W	28.00'
L8	S 89° 20' 03" E	10.00'
L9	S 02° 29' 57" W	10.00'
L10	S 89° 20' 03" E	5.00'
L11	S 02° 29' 57" W	5.00'
L12	S 89° 20' 03" E	12.50'
L13	S 02° 29' 57" W	12.50'



S.R. 0512 (BATH PKWY) PROPERTY PLOT



ENLARGEMENT

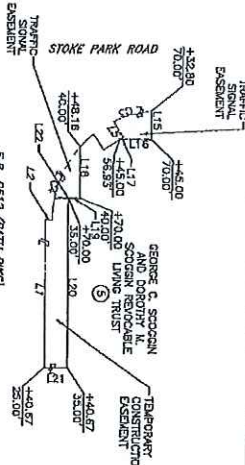


RIGHT-OF-WAY INFORMATION
 SR 0412 SEC. NO. 106 R/W HANOVER TOWNSHIP, NORTHAMPTON COUNTY
 PARCEL NO. 1
 PROPERTY OWNER: GEORGE C. STODOL AND DOROTHY M. STODOL
 PROPERTY CHAIN: GEORGE C. STODOL AND DOROTHY M. STODOL
 REVISION: 10/09/2017
 PREPARED BY: J. L. HARRIS
 DATE OF DEED: 07/09/17
 DATE OF RECORD: 10/26/17
 CONVEYANCE: 0.006
 TAX MAP: 50.00
 TOTAL RESERVE: 1.280
 RESERVE: 1.280
 SOLE: AS SHOWN
 RECALCULATED: 1.306
 DATE OF RECALC: 10/09/2017
 TOTAL RESERVE: 1.280
 DATE OF RECALC: 10/09/2017
 RECALCULATED: 1.306
 DATE OF RECALC: 10/09/2017

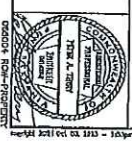
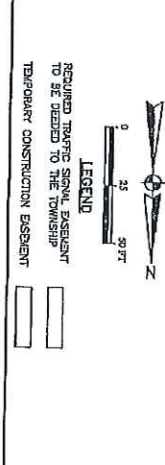
ALL PROPERTIES ARE PLOTTED FROM DEEDS OF RECORD, RECORDED SUBDIVISION, OR
 DEEDS, OR FROM FIELD SURVEY. PROPERTY LINES WERE SURVEYED AND PLOTTED
 BASED ON EXISTING TOPOGRAPHICAL, RECORDED AND LIMITED FIELD DATA.
 THIS PROPERTY PLOT PLAN IS NOT TO BE SUBSTITUTED FOR A BOUNDARY SURVEY.

METES AND BOUNDS

LINE	BEARING	DISTANCE	CHORD BEARING	CHORD LENGTH	CHORD ANGLE
1	S 89° 20' 03" E	63.46			
2	N 02° 30' 03" E	10.00			
3	S 41° 42' 27" E	2.88			
4	N 44° 17' 33" E	10.00			
5	N 41° 42' 27" W	7.69			
6	N 02° 30' 03" E	128.39			
7	N 02° 30' 03" E	1.44			
8	S 89° 20' 03" E	21.43			
9	S 41° 42' 27" E	104.00			
10	N 02° 30' 03" E	1.00			
11	N 02° 30' 03" E	173.00			
12	N 02° 30' 03" E	120.00			
13	N 02° 30' 03" E	22.00			
14	N 02° 30' 03" E	12.00			
15	N 02° 30' 03" E	13.00			
16	N 02° 30' 03" E	1.80			
17	N 02° 30' 03" E	21.80			
18	N 02° 30' 03" E	73.00			
19	N 02° 30' 03" E	10.00			
20	N 02° 30' 03" E	11.00			
21	N 02° 30' 03" E	11.00			
22	N 02° 30' 03" E	11.00			
CHORD					
1-2	S 89° 20' 03" E	63.46	N 02° 30' 03" E	91° 34' 14"	
2-3	N 02° 30' 03" E	10.00	S 41° 42' 27" E	48° 00' 00"	
3-4	S 41° 42' 27" E	2.88	N 44° 17' 33" E	42° 00' 00"	
4-5	N 44° 17' 33" E	10.00	N 41° 42' 27" W	47° 17' 33"	
5-6	N 41° 42' 27" W	7.69	N 02° 30' 03" E	41° 42' 27"	
6-7	N 02° 30' 03" E	128.39	N 02° 30' 03" E	0° 00' 00"	
7-8	N 02° 30' 03" E	1.44	N 02° 30' 03" E	0° 00' 00"	
8-9	S 89° 20' 03" E	21.43	S 89° 20' 03" E	0° 00' 00"	
9-10	S 41° 42' 27" E	104.00	S 41° 42' 27" E	0° 00' 00"	
10-11	N 02° 30' 03" E	1.00	N 02° 30' 03" E	0° 00' 00"	
11-12	N 02° 30' 03" E	173.00	N 02° 30' 03" E	0° 00' 00"	
12-13	N 02° 30' 03" E	120.00	N 02° 30' 03" E	0° 00' 00"	
13-14	N 02° 30' 03" E	22.00	N 02° 30' 03" E	0° 00' 00"	
14-15	N 02° 30' 03" E	12.00	N 02° 30' 03" E	0° 00' 00"	
15-16	N 02° 30' 03" E	13.00	N 02° 30' 03" E	0° 00' 00"	
16-17	N 02° 30' 03" E	1.80	N 02° 30' 03" E	0° 00' 00"	
17-18	N 02° 30' 03" E	21.80	N 02° 30' 03" E	0° 00' 00"	
18-19	N 02° 30' 03" E	73.00	N 02° 30' 03" E	0° 00' 00"	
19-20	N 02° 30' 03" E	10.00	N 02° 30' 03" E	0° 00' 00"	
20-21	N 02° 30' 03" E	11.00	N 02° 30' 03" E	0° 00' 00"	
21-22	N 02° 30' 03" E	11.00	N 02° 30' 03" E	0° 00' 00"	
22-1	N 02° 30' 03" E	11.00	N 02° 30' 03" E	0° 00' 00"	



ENLARGEMENT



REIMBURSEMENT AGREEMENT

THIS AGREEMENT made the ____ day of _____, 2024, by and between **HANOVER TOWNSHIP**, a municipal corporation of the County of Northampton and Commonwealth of Pennsylvania (hereinafter "**Township**"), and **90 HIGHLAND AVENUE, LLC**, a Pennsylvania limited liability company (hereinafter "**Developer**").

WITNESSETH:

WHEREAS, Hanover Township, Northampton County, Pennsylvania is a Second-Class Township; and

WHEREAS, Developer has submitted and Township has approved a land development plan for a development located at the intersection of Highland Avenue and S.R. 512 (hereinafter the "Plan"); and

WHEREAS, pursuant to said Plan, Developer must undertake certain roadway improvements; and

WHEREAS, it will be necessary for the Township to acquire certain real property as depicted on **Exhibit "A"** attached hereto and made a part hereof, over property owned by CZM II, LLC, known as Northampton County Tax Parcel Number M6SW2 1 8 0214, which right-of-way is necessary for placement of permanent signage and PennDOT Highway Occupancy Permit purpose, and which will require the Township to effect a condemnation of the right-of-way; and

WHEREAS, it will be necessary for the Township to acquire certain real property as depicted on **Exhibit "B"** attached hereto and made a part hereof, over property owned by The George C. Scoggin and Dorothy M. Scoggin Revocable Living Trust, known as Northampton County Tax Parcel Number M6SW2 1 11 0214, which right-of-way is necessary for placement of

permanent traffic signal, and which will require the Township to effect a condemnation of the right-of-way; and

WHEREAS, the Township is prepared to authorize its Solicitor to prepare the necessary documentation and to take the necessary action to effectuate the condemnation subject to Developer's agreement to indemnify Township for any and all expenses incurred in connection with the condemnation of the real properties.

NOW, THEREFORE, in consideration of the premises and mutual promises and undertakings herein set forth and in further consideration of the Board of Supervisors of the Township authorizing its Solicitor to proceed with the condemnation and intending to be legally bound hereby, and for other good and valuable consideration, the parties agree as follows:

1. Developer agrees to be responsible for, and indemnify the Township, for any and all costs including but not limited to advertising, notification, postage, legal fees, engineering fees, and any just compensation required to be paid to any condemnee as provided in Section 307 of the Eminent Domain Code.

2. Township agrees to authorize its Solicitor to prepare and file a declaration of taking, and notice of condemnation in accordance with the provisions of the Pennsylvania Eminent Domain Code of 1964, as amended. The Township further authorizes its Solicitor to file the Declaration of Taking in the Office of the Prothonotary of Northampton County to send the requisite notices required by Section 305 of the Eminent Domain Code to the record owners of the right-of-way in the condemnation area, and to perform any other services necessary to conclude the condemnation.

3. The Developer agrees to remit payment to the Township within fifteen (15) days of the date of any invoice forwarded to Developer by Township.

4. Developer hereby indemnifies and holds harmless the Township, its agents, engineers and employees from and against any and all manner of suits, claims and/or demands brought against the Township, its agents, engineers or employees by any party claiming damages as a result, directly or indirectly, from the filing of the condemnation proceedings and Developer shall reimburse the Township, its agent, engineers and employees for all costs and expenses (including but not limited to reasonable attorney fees), costs incurred in connection with any suit, claim, and/or demand by any third party aforesaid.

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

6. This Agreement is for the benefit of the Township, and Developer, their successors and assigns, and shall be appurtenant to and run with the property.

IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties hereto have set their respective hands and seals the day and date first above written.

[SIGNATURE PAGE TO FOLLOW]

ATTEST:

**HANOVER TOWNSHIP,
NORTHAMPTON COUNTY
PENNSYLVANIA**

By: _____

By: _____

WITNESS:

90 HIGHLAND AVE, LLC

By: _____

Name: _____

Title: _____

DRAFT

EXHIBIT "A"

DRAFT

EXHIBIT "B"

DRAFT

DISTRICT	COUNTY	ROUTE	SECTION	SHEET NUMBER
3-0	NORTHAMPTON	5012	156 (R/W)	3 OF 7
NO.	NAME	DATE	BY	

RIGHT-OF-WAY INFORMATION

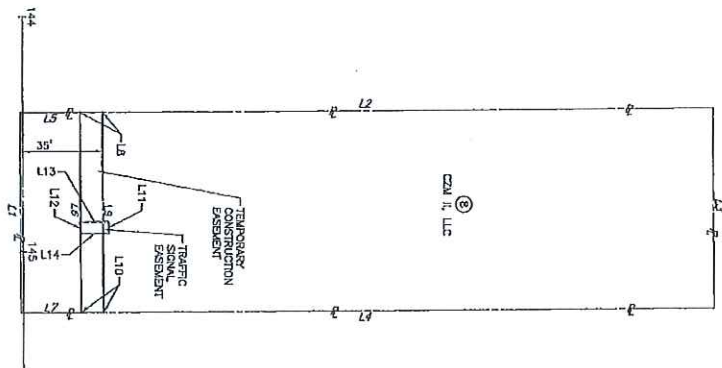
S.R. 0512	SEC. NO. 156	TOWNSHIP	NORTHAMPTON COUNTY
PROPERTY OWNER(S)	SHEET NO. 3	CLAM NO.	
GRANTOR(S)	PAUL L. BARNER, ESQ.		
DEED BOOK	2082-1	DEED	467/501 F.T.
DATE OF DEED	8/20/22	CALCULATED	35.5001
DATE OF RECORD	8/20/22	ADJUSTED	35.5001
CONVEYANCE	\$455,000	ADJUSTED	35.5001
TAX STATE	\$16,500.00	ADJUSTED	35.5001
TOTAL RESID. R/W	22.682	ADJUSTED	35.5001
TOTAL RESID. R/W	22.682	ADJUSTED	35.5001
RESIDUE R/W	22.682	ADJUSTED	35.5001
SCALE	AS SHOWN		

ALL PROPERTIES ARE PLOTTED FROM RECORDS OF RECORDS, RECORDED SUBDIVISION OR LOT PLANS, OR FROM FIELD SURVEY. PROPERTY LINES ARE BASED ON THE RECORDS OF THE PROJECT. PROPERTY LINES NOT ESTABLISHED BY FIELD SURVEY WERE PLOTTED BASED ON EXISTING TOPOGRAPHICAL FEATURES AND UNITED FIELD DATA.

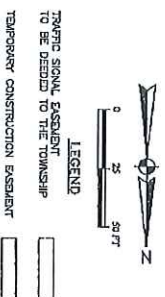
THIS PROPERTY PLOT PLAN IS NOT TO BE SUBSTITUTED FOR A BOUNDARY SURVEY.

METES AND BOUNDS

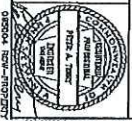
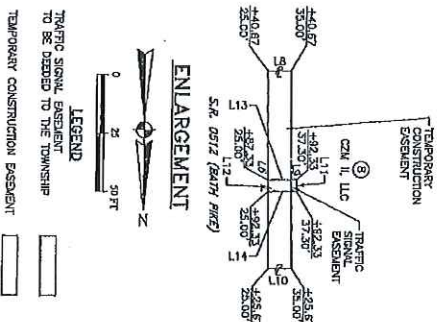
LINE	BEARING	DISTANCE
L1	S89°29'57"E	65.00'
L2	S89°29'57"E	350.00'
L3	S89°29'57"E	350.00'
L4	S89°29'57"E	350.00'
L5	S89°29'57"E	350.00'
L6	S89°29'57"E	350.00'
L7	S89°29'57"E	350.00'
L8	S89°29'57"E	350.00'
L9	S89°29'57"E	350.00'
L10	S89°29'57"E	350.00'
L11	S89°29'57"E	350.00'
L12	S89°29'57"E	350.00'
L13	S89°29'57"E	350.00'
L14	S89°29'57"E	350.00'
L15	S89°29'57"E	350.00'



S.R. 0512 (RAITH PHE) PROPERTY PLOT



ENLARGEMENT



941 Marcon Boulevard
Suite 801
Allentown, PA 18109
Main: 877 627 3772
<http://colliersengineering.com>



July 10, 2024

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

4000-4030 Airport Road – Extension Request
Northgate 1- 2-lot Subdivision, Northgate 1 Land Development, Northgate 1 Lot Consolidation Plan, and
4000-4030 Airport Road Lot Consolidation & Land Development Plan
Colliers Engineering & Design Project No. 21007876A

Dear Ms. Lymanstall,

In accordance with Municipalities Planning Code we request a ninety (90) calendar day extension
for the following items:

- Northgate 1- 2-lot Subdivision – Improvements Deadline
- Northgate 1 Land Development – MPC Deadline
- Northgate 1 Lot Consolidation Plan – Record Plans Conditions Deadline
- 4000-4030 Airport Road Lot Consol. & Land Dev. – MPC Deadline

If the extensions are granted, the deadlines would be extended to October 30, 2024.

Please let me know if you have any questions, or if you need any additional information.

Sincerely,

Colliers Engineering & Design, Inc.
(DBA Maser Consulting)

A handwritten signature in black ink, appearing to read "C. Roseberry".

C. Richard Roseberry, P.E., AICP
Senior Principal/Regional Manager



CW21-060

CIVIL ENGINEERS & SURVEYORS

5012 Medical Center Circle, Suite 1, Allentown, PA 18106 | 610-395-0971 | www.KCEinc.com
Bethlehem | Allentown | Kresgeville

July 9, 2024

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

RE: Farmhouse Village

Gentlemen:

The Board of Supervisors conditionally approved the Farmhouse Village Major and Minor Subdivisions on April 25, 2023 with a requirement to record the plans by April 25, 2024. The Board subsequently approved a 3-month extension request requiring the plans to be recorded by July 26, 2024. We are hereby requesting another 90-day extension to record the plans. The reasons for the request are generally the substantially more complex final stage coordination between the Townships, their attorneys, engineers, advisors and needing to assure that each is satisfied, some of which items are as follows:

- The requirement to coordinate the review and approval process between both municipalities, Hanover and East Allen Townships.
- The preparation, review and approval of supplementary documents for each Township.
- Time to prepare and obtain review and approval of municipal required items, such as legal descriptions.

It is important to note that we have resolved the issue of an alternative surveyor of record to sign and seal the plans. Although the minor and major subdivision plans have been approved by the Township Engineer, we continue to work with the Township professionals to finalize the other documents required for plan recording.

We look forward to your favorable consideration of this request and will await notification of the date of the Board meeting at which this will be discussed.

Sincerely,

Keystone Consulting Engineers

William A. Erdman, P.E.

WAE/sas

PC: Mark Hudson, Township Manager, **via e-mail**
James Broughal, Esq, Township Solicitor, **via e-mail**
Brian Kocher, Township Engineer, **via e-mail**
Abraham Atiyeh, **via e-mail**
Joel Wiener, **via e-mail**

W:\2021\CW21-060 Farmhouse Village, 6292 Hanoverville Rd., Hanover Township, Northampton County\CW21-060 doc\24-07-09 Ltr to Hanover Township BOS.docx



FITZPATRICK
LENTZ & BUBBA
ATTORNEYS AT LAW

eschock@flblaw.com
Direct Dial: 610-797-9000 ext 355

July 11, 2024

VIA E-MAIL (klymanstall@hanovertwp-nc.org)

Board of Supervisors
Hanover Township – Northampton County
3630 Jacksonville Road
Bethlehem PA 18017-9302
Attn: Ms. Kimberly Lymanstall, Township Secretary

**Re: Land Development Approval
Expansion Plan—3865 Adler Place**

Dear Board:

We represent 90 Highland, LLC (“Owner”), which acquired the above property in September 2021. The property had previously been approved for an expansion of the existing office building. My client’s understanding is that unless extended that approval expires on July 31, 2024.

As the Board is aware, Owner is in the process of redeveloping the adjacent property to 3865 Adler Place. While that redevelopment plan will incorporate the above property, while efforts continue to finalize that plan, Owner does wish to extend the approval for above expansion. Accordingly, Owner requests an extension of that approval through December 31, 2024.

Please place this matter on an upcoming agenda of the Board of Supervisors, at which time a representative can appear to answer any questions, if necessary. Thank you for your consideration.

Very truly yours,

Erich J. Schock

EJS/sk

cc: 90 Highland, LLC (via email)



FITZPATRICK
LENTZ & BUBBA
ATTORNEYS AT LAW

eschock@flblaw.com
Direct Dial: 610-797-9000 ext 355

July 11, 2024

VIA E-MAIL (klymanstall@hanovertwp-nc.org)

Board of Supervisors
Hanover Township – Northampton County
3630 Jacksonville Road
Bethlehem PA 18017-9302
Attn: Ms. Kimberly Lymanstall, Township Secretary

**Re: Jaindl Land Company – Proposed Commercial Development
90 Highland Avenue
Recording Deadline Extension**

Dear Board:

My office represents Jaindl Land Company, which submitted the above-referenced preliminary/record land development plan. We are aware of the upcoming deadline of August 8, 2024, for recording of the above plan. I am writing to advise that Jaindl Land Company requests an extension through December 31, 2024.

If you require anything further, please advise.

Very truly yours,

A handwritten signature in blue ink that reads 'Erich J. Schock'.

Erich J. Schock

cc: Jaindl Land Company (via email)
Bohler Engineering (via email)
Benchmark Consulting Engineers (via email)