

BOARD OF SUPERVISORS
Zoning & Code Enforcement
Hanover Township Northampton County
3630 Jacksonville Road
Bethlehem, Pennsylvania 18017-9302
610.866.1140
Fax 610.758.9116

January 2, 2026

To: Board of Supervisors
 Mark Hudson
 Kimberly Lymanstall
 Barbara Baldo
 Brian Dillman
 Jesse Chupella
 Matthew J Deschler, Esquire
 Jim Broughal, Esquire
 Brien Kocher, HEA

RE: Zoning Petition: 26ZHB01
 Applicant: Wegmans Food Markets Inc
 Property location: 3760 Fairview St & 5000 Wegmans Dr
 Zoning District: LBD (Limited Business District)

Enclosed is a copy of the application received December 22, 2025, requesting an amendment to conditions from the Zoning Hearing Board decision of August 24, 2000 with regards to Lot 1B. Applicant wants to remove the ownership/conveyance restriction to this lot.

The next meeting is tentatively scheduled 7:00 PM Thursday, January 22, 2026. Notice of Hearing to follow.

Tracy Lissner



HANOVER TOWNSHIP, Northampton County
3630 Jacksonville Rd, Bethlehem PA 18017
Phone 610-866-1140 Fax 610-758-9116

RECEIVED
DEC 22 2025
HANOVER TOWNSHIP

PETITION

NOTICE: This Petition, in order to be acted upon by the Zoning Hearing Board must be fully completed in accordance with the "instructions to applicant." Failure to do so will result in a denial of the Petition without refund of your filing fee.

Application is made this _____ day of December, 20 25

I. PROPERTY INFORMATION (*location and existing conditions for which a special permit is being applied*):

1. Address of property for which a special permit is requested: Bath Pike ("Lot 1B");
2760 Fairview Street ("Bank Lot"); and 5000 Wegmans Drive ("Wegmans Lot")
2. Tax Parcel No.: Lot 1B - M6SW2 2 1; Bank Lot - M6SW2 2 2; Wegmans Lot - M6 24 7
3. Current Zoning Classification: Lot 1B and Bank Lot - LBD; Wegmans Lot - C-2
4. The Dimension of the land area are: See attached
5. The real estate contains See attached square feet.
6. The real estate in question is presently classified under the Hanover Township Zoning Ordinance as:
See attached
 - (a) The real estate is presently used for the purpose of: See attached
 - (b) and contains buildings and other improvements consisting of (if real estate is vacant land, so note):
See attached

II. OWNER INFORMATION

1. Owner of property: Wegmans Food Markets, Inc. Telephone _____
(all parties to the title must be listed, attach additional page if needed)
Address P.O. Box 30844, Rochester, NY 14603-0884

III. APPLICANT INFORMATION (*herein after known at the "Petitioner"*)

1. Applicant ("Petitioner(s)") Wegmans Food Markets, Inc. Telephone _____
(all parties must be listed, attach additional page if needed)
Address P.O. Box 30844, Rochester, NY 14603-0884

2. Petitioner is the (check one or more)

Owner Occupant Agent for: _____ Other: _____

3. Attorney representing Petitioner(S): David J. Tshudy Telephone (717) 255-1127
Address 100 Market Street, Suite 200, Harrisburg, PA 17042

4. Petitioner: (check appropriate action)

Hereby appeals from the decision of the Zoning Administrator, or other township Official; or

Hereby applies for a special exception or permit, or variance, from the terms of the Zoning Ordinance; or

Hereby applies for: Amendment to conditions attached to approval granted in ZHB Decision
dated August 24, 2000, with respect to Lot 1B

5. Petitioner appeals or makes application from the order, requirement, decision or determination of the Zoning Administrator or other Township Official made on _____, 20____, which was as follows: (quote, or if insufficient space, attach additional page). N/A

6. Petitioner claims that the variance, exception, or other relief should be granted as herein requested under the following sections of the Hanover Township Zoning Ordinance. (cite all sections supporting your position, or relevant to the consideration of your Petition) Section 185-37.B (permitted uses in the LBD District)

7. The variance or exception requested and the new improvements desired to be made as follows:

(a) Building(s) to be erected: _____ N/A - No New Improvements

(b) Building(s) to be changed: _____ N/A - No Changes to Buildings

(c) Building(s) to be used for: _____ N/A - No Changes to Uses

8. The plot plan, drawings, sketches and other exhibits attached hereto are made a part hereof. Please include 22 copies of the petition and all these attachments.

9. Petitioner believes that the exceptions, variance, Conditional Use or other relief requested should be granted for the following reasons: (attach additional sheet if necessary)

10. Petitioner agrees to comply with all provisions of the Hanover Township Zoning Ordinance and is aware that the Ordinance provides for penalties for violations of its provisions.

11. The Petitioner further acknowledges that the Board does not have to consider any application until all information requested by the Board of Supervisors is submitted by said applicant, and that in the event this information is not submitted in full within twenty (20) days from the date of the initial Board of Supervisors Hearing, then the Board may deny such application, with or without prejudice to the applicant.

12. Wherever additional information is requested by the Zoning Hearing Board, and leave to submit additional information is specifically granted by the chairman of the Zoning Hearing Board, then in consideration of the Board's forbearance in not refusing the application at the conclusion of the hearing, the Petitioner agrees to extend the time for consideration of the application by the Zoning Board for the number of days after the date of decision specified in any Ordinance of the Township, by the same number of days which the Zoning Hearing Board's consideration of the Petition was delayed by failure on the part of Petitioner to submit additional information requested.

NOTE: All Petitioners must sign
at least one must sign in the
presence of a person capable
of administering an oath (see below) _____ (SEAL)



Petitioner

_____ (SEAL)

_____ (SEAL)

_____ (SEAL)

_____ (SEAL)

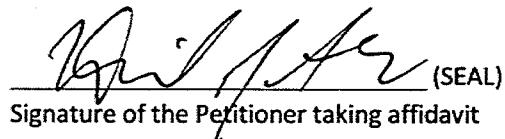
NOTE: The following affidavit must be taken before a Notary Public or other appropriate official by one of the Petitioners.

FOR INDIVIDUAL PETITIONERS:

COMMONWEALTH OF PENNSYLVANIA)
COUNTY OF _____) ss:
)

ON THIS, the _____ day of _____, 20____, before me, _____
the undersigned officer,
personally appeared, _____,
known to me (or satisfactorily proven) to be the person_ whose name_ (is)(are) subscribed to the within instrument, and
acknowledged that _he_ executed the same for the purposes therein.

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


(SEAL)
Signature of the Petitioner taking affidavit

Sworn to and subscribed before me
This _____ day of _____ 20 ____.

NOTARY PUBLIC

FOR CORPORATE PETITIONERS:

COMMONWEALTH OF PENNSYLVANIA)
COUNTY OF _____) ss:
)

ON THIS, the _____ day of _____, 20____, before me, _____
the undersigned officer,
personally appeared, _____,
who acknowledged _____ self to be the _____ of _____,
a corporation, and that _he_ as such _____ being
authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the
corporation by _____ self as _____.

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

(SEAL)
Signature of the Petitioner taking affidavit

Sworn to and subscribed before me
This _____ day of _____ 20 ____.

NOTARY PUBLIC

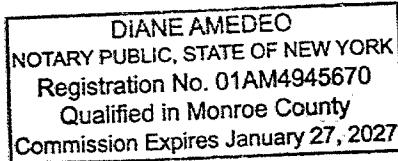
FOR CORPORATE PETITIONER:

STATE OF NEW YORK) ss.:

COUNTY OF MONROE)

On the 19th day of December in the year 2025, before me, the undersigned, a notary public in and for said State, personally appeared DANIEL J. AKEN, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed this instrument.

Diane Amedeo
NOTARY PUBLIC



**ATTACHED NARRATIVE TO PETITION OF WEGMANS FOOD MARKETS, INC. TO
THE HANOVER TOWNSHIP ZONING HEARING BOARD**

Wegmans Food Markets, Inc., a New York corporation (“Applicant”), is the fee owner of the following three properties in Hanover Township, Northampton County, Pennsylvania: (1) Bath Pike – Tax Parcel M6SW2 2 1 (“Lot 1B”), 2760 Fairview Street – Tax Parcel M6SW2 2 1 (the “Bank Lot”), and 5000 Wegmans Drive – Tax Parcel M6 24 7 (the “Wegmans Lot”). The locations and dimensions of the three properties are depicted on the map attached hereto as Exhibit A.

Lot 1B was acquired by Applicant by deed dated June 8, 1998, and recorded in the Northampton County Recorder of Deeds Office (the “Recording Office”) in Volume 2000-1, Page 5501, and is attached hereto as Exhibit B. Lot 1B measures approximately 0.145 acres and is improved with a monument sign for Applicant’s business on the Wegmans Lot (the “Lot 1B Sign”). Lot 1B is located in the LBD Limited Business Zoning District on the Hanover Township Zoning Map (the “Zoning Map”).

The Bank Lot was acquired by Applicant by deeds dated May 29, 2001, and January 2, 2002, and recorded in the Recording Office in Volume 2001-1, Page 125452, and Volume 2002-1, Page 63121, respectively, and are attached hereto as Exhibit C. The Bank Lot measures approximately 1.07 acres and is improved with a bank branch building. The Bank Lot is located in the LBD Limited Business Zoning District on the Zoning Map.

The Wegmans Lot was acquired by Applicant by deed dated February 10, 1998, and recorded in the Recording Office in Volume 1998-1, Page 17792, and is attached hereto as Exhibit D. The Wegmans Lot measures 22.49 acres and is improved with a grocery store. The Wegmans Lot is located in the C-2 Commercial Center District on the Zoning Map.

Lot 1B and the Wegmans Lot were the subject of a decision of the Hanover Township Zoning Hearing Board (the “ZHB”) dated August 24, 2000 (the “2000 ZHB Decision”), attached hereto as Exhibit E. In the 2000 ZHB Decision Applicant was granted, in part, a use variance to allow for the Lot 1B Sign to be located on Lot 1B. The 2000 ZHB Decision had the following relevant condition attached: “The Lot 1B not be developed in any other manner other than for the purpose of locating the sign in question and associated landscaping as an accessory use to [the Wegmans Lot].” (the “ZHB Condition”)

Soon thereafter, Applicant executed and recorded a Declaration of Signage Easements and Covenants dated August 1, 2002 (the “Declaration”), which is recorded in the Recording Office in Volume 2002-1, Page 171872, and attached hereto as Exhibit F. The Declaration encumbers Lot 1B, the Wegmans Lot, and a third lot that is not related to the instant application. With respect to Lot 1B, the Declaration includes the following in Paragraph 7:

With respect to Lot 1B, the presently LBD-zoned 0.145± acre parcel at the southwest corner of Route 512 and Stoke Park Road (presently known as Highland Avenue), only the approved signage with 31.99 square feet of text, and related landscape features, plantings and utilities shall be permitted, solely as an appurtenant

and accessory use for the retail development on [the Wegmans Lot], it being agreed and understood that no other structures or buildings shall be permitted on said Lot 1B.

Paragraph 10 of the Declaration provides that it may only be modified, altered or amended in writing, executed by Applicant and the ZHB.

By virtue of a recently executed purchase and sale agreement, Applicant has agreed to sell the Bank Lot and Lot 1B to JPMorgan Chase Bank, N.A (“JPMC”). Prior to closing on the sale, which is expected to be in the third quarter of 2026, Applicant desires to consolidate the Bank Lot and Lot 1B into one lot for zoning and subdivision purposes. Additionally, Applicant intends to execute and record a declaration of sign easement (the “Private Sign Easement”) to allow for the Lot 1B sign to remain on the consolidated lot. The form of the Private Sign Easement is attached hereto as Exhibit G and remains subject to review by Applicant and JPMC.

Applicant is requesting the ZHB to (a) consent to the release of Lot 1B from the Declaration by execution of the attached Release from Declaration of Signage Easements and Covenants (the “Release”) attached as Exhibit H (which also remains subject to review by Applicant and JPMC); (b) amend the 2000 ZHB Decision to remove the ZHB Condition; and (c) grant a variance from §185-37.B of the Zoning Ordinance to allow for the Lot 1B Sign to remain on the consolidated lot located in the LBD Limited Business Zoning District (this is the same variance that was granted in the 2000 with respect to the Lot 1B Sign). Neither Applicant nor JPMC are proposing any new improvements or land development by virtue of this application.

With respect to requests (a) and (b), conditions attached to zoning relief may be amended by a zoning hearing board where (1) changed circumstances which render the condition inappropriate and (2) absence of interest to the public interest. See Ford v. Zoning Hearing Board of Caernarvon Township, 616 A.2d 1089, 1092 (Pa. Commw. 1992). The issuance of the 2000 ZHB Decision and the execution and recording of the Declaration predate Applicant’s acquisition of the Bank Lot, which is contiguous to Lot 1B. The now common ownership of the Bank Lot and Lot 1B and the proposed lot consolidation of the two changes circumstances from when the 2000 ZHB Decision was issued in that, at the time, Lot 1B, as found by the ZHB, was “relatively small [and] would be difficult to develop in accordance with the regulations for an LBD District.” 2000 ZHB Decision, Paragraph No. 23. Also, with the Private Sign Easement being of record, together with the lot consolidation of the Bank Lot and Lot 1B, the public need for the declaration ceases as the placement, use, and maintenance of the Lot 1B Sign is now the subject of private control and not in the public interest.

Finally, regarding the variance from §185-37.B of the Zoning Ordinance to permit for the continuation of the Lot 1B Sign, which is embraced by the definition of “billboard” under the Zoning Ordinance, on the consolidated lot, the ZHB found in the 2000 ZHB Decision that “[Applicant] argues that it should be entitled to a variance because of the unique circumstances of it having a major commercial use which is not located on any major street, requiring this signage to enable a reasonable use of [the Wegmans Lot].” Based upon this finding, the ZHB granted the variance in 2000 to allow for the Lot 1B Sign, and these aspects of the Wegmans Lot have not changed. Accordingly, using similar reasoning with respect to the visibility of the

commercial use on the Wegmans Lot, the ZHB should again approve the variance to allow for the Lot 1B Sign to be located on the to-be-consolidated lot.

In light of the lot consolidation of the Bank Lot and Lot 1B is not yet effectuated through a plan approval by the Hanover Township Board of Supervisors and the Private Sign easement has not yet been recorded, Applicant is agreeable to conditions, in addition to any other reasonable conditions attached by the ZHB, being placed on the relief being requested that (1) the lot consolidation plan be approved and recorded and (2) the Private Sign Easement be duly executed and recorded. After those two items are completed, Applicant will present the Zoning Hearing Board with the Release for countersignature by the ZHB's chairperson and recordation.

Additional testimony and documents to support and justify the relief being requested will be presented to the ZHB at the public hearing.

EXHIBIT A

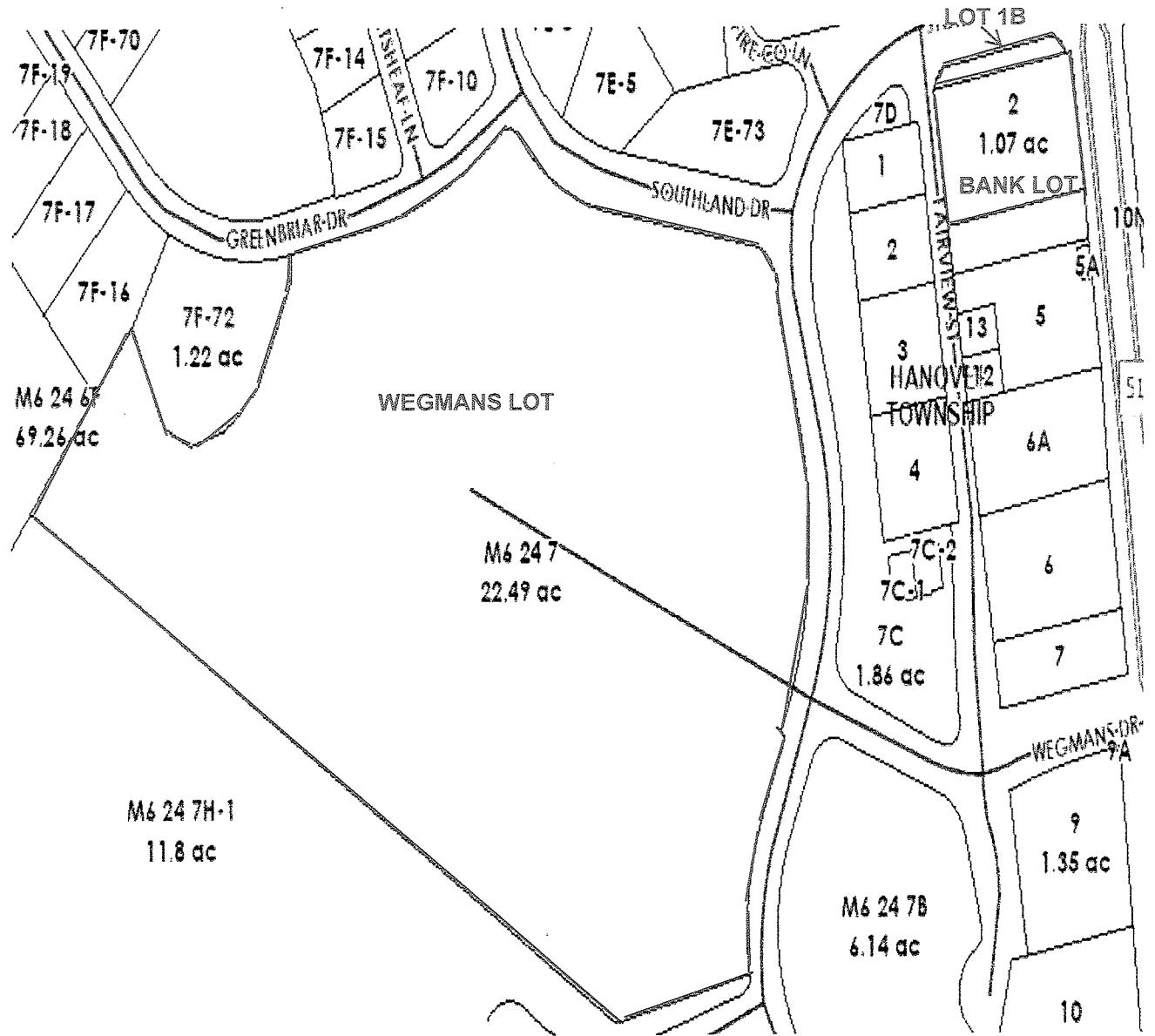


EXHIBIT B

DEED

AFFIDAVIT FILED

"Highland Avenue"

THIS INDENTURE made the 8th day of June in the year one thousand nine hundred and ninety-eight (1998),

BETWEEN CALTON HOMES OF PENNSYLVANIA, INC., a Pennsylvania Corporation, with its corporate office at Manalapan, New Jersey, party of the First Part, hereinafter called GRANTOR

-AND-

WEGMANS FOOD MARKETS, INC., a New York Corporation of 1500 Brooks Avenue, Rochester, New York 14603, party of the Second Part, hereinafter called GRANTEE

WITNESSETH that in consideration of ONE DOLLAR-----(\$1.00) in hand paid, the receipt whereof is hereby acknowledged, the said Grantor does hereby grant and convey unto the said Grantee, its successors and assigns,

ALL THAT CERTAIN parcel of ground with the one and one half story dwelling, garage and other improvements thereon, on the Western side of Bethlehem-Bath Pike (PA Route 512) and the Southern side of Highland Avenue (30' wide), and the Eastern side of Fairview Street (30' wide) situate in Hanover Township, Northampton County, Pennsylvania, and being more fully bounded and described in accordance with a survey by Ludgate Engineering Corporation, dated March 2, 1988, as follows to wit:

BEGINNING at the Western edge of pavement of Bethlehem-Bath Pike (PA Route 512) being the northeast corner of lands of Bruce and Theresa Kincaid; thence along lands of Bruce and Theresa Kincaid, North 88 degrees, 14 minutes, 05 seconds West, 283.50' to an iron pin on the Eastern right of way line of Fairview Street (30' wide); thence along the Eastern right of way line of Fairview Street, North 01 degrees, 59 minutes, 07 seconds East 80.55' to a point on the Southern right of way line of Highland Avenue (30' wide); thence along the Southern right of way line of Highland Avenue, South 88 degrees, 00 minutes, 53 seconds East, 283.50' to a point on the Western side of pavements of Bethlehem-Bath Pike (PA Route 512); thence along with Western side of Bethlehem-Bath Pike, South 01 degrees, 59 minutes, 07 seconds West, 80.55' to a point the place of BEGINNING.

CONTAINING 22,835 square feet.

BEING SUBJECT TO the right of way width of Bethlehem-Bath Pike (PA Route 512), current width unknown.

LESS AND EXCEPTING thereout and therefrom that portion of the premises taken by Declaration of Condemnation filed by the Commonwealth of Pennsylvania Department of Transportation to No 1991-CM-1007 in the Court of Common Pleas of Northampton County, also recorded at Misc. Volume 387, Page 445 in the Office of the Recorder of Deeds of Northampton County.

A:WAGNER.DED

BEING THE SAME PREMISES which Joseph M. Bertha, Administrator of the Estate of Helen Scanzelli, deceased by Deed dated March 16, 1988 granted and conveyed Calton Homes of Pennsylvania, Inc., at Deed Book Volume 744, Page 842, Northampton County Records.

BEING NORTHAMPTON COUNTY UNIFORM PARCEL IDENTIFIER NO.:
MAP M6SW2 BLOCK 2 LOT 1

TOGETHER with all and singular, the buildings, improvements, woods, ways, rights, liberties, Liberties, privileges, hereditaments and appurtenances, to the same belonging or in any wise appertaining, and the reversion and reversions; remainder and remainders, rents, issues, and profits thereof, and of every part and parcel thereof.

AND ALSO all the estate, right, title, interest, property, possession, claim and demand whatsoever, both in law and equity, of the said party of the first part, of, in and to the said premises, with the appurtenances.

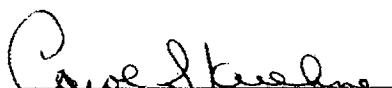
TO HAVE AND TO HOLD the said premises, with all and singular the appurtenances unto the said party of the second party its successors and assigns, to the only proper use, benefit and behoof of the said party of the second party, its successors and assigns,

AND the said party of the first part, its successors and assigns, does by these presents, covenant, grant and agree, to and with the said party of the second part, its successors and assigns forever, that the said party of the first party, its successors and assigns, all and singular the hereditaments and premises herein above described and granted, or mentioned and intended so to be, with the appurtenances, unto the said party of the second part, its successors and assigns against the said party of the first part, its successors and assigns all and every other person or persons, whomsoever lawfully claiming or to claim the same of any part thereof, **SHALL** and **WILL SPECIALLY WARRANT** and forever **DEFEND**.

IN WITNESS WHEREOF, the said Grantor has hereunto set its corporate hand and seal the day and year first above written.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

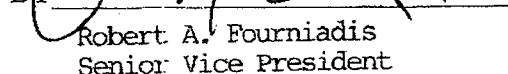
ATTEST:



Carol S. Kuehne
Assistant Secretary

CALTON HOME OF PENNSYLVANIA, INC.

BY



Robert A. Fourniadis
Senior Vice President

VOL: 2000-1

PAGE:

005502

RECORDER OF DEEDS
NORTHAMPTON COUNTY
PENNSYLVANIA

INSTRUMENT NUMBER
2000002020

RECORDED ON
Jan 13, 2000
4:02:46 PM

AFFORDABLE HOUSING	\$11.05
AFFORDABLE HOUSING	\$1.95
- ADVN FEE	
RECORDING FEES	\$13.00
STATE TRANSFER TAX	\$2.00
STATE WRIT TAX	\$0.50
HANOVER TOWNSHIP	\$1.00
BETHLEHEM AREA	\$1.00
SCHOOL DISTRICT	
COUNTY RECORDS	\$1.00
IMPROVEMENT FEE	
DEEDS RECORDS	\$1.00
IMPROVEMENT FEE	
TOTAL	\$32.50

STATE OF NEW JERSEY
COMMONWEALTH OF PENNSYLVANIA

COUNTY OF MONMOUTH

On this, the 8 day of June, 1998, before me the undersigned officer, personally appeared Robert A Fournier, Vice President, of Calton Homes of Pennsylvania, Inc., known to me (or satisfactorily proven) to be the person(s) whose name(s) are subscribed to the within instrument, and acknowledged that he/she executed the same for the purposes therein contained, and desired the same might be recorded as such, according to law.

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

June 8, 1998

Wendy Lee Pulaski

Notary Public

WENDY LEE PULASKI

A Notary Public of New Jersey

My Commission Expires Sept. 13, 1999

I HEREBY CERTIFY that the precise address of the Grantee herein is:

100 Wegmans Street, Rochester, NY 14624-3304
100 Wegmans MARKET St. Calton Homes



I hereby CERTIFY that this
document is recorded in
the Recorder's Office of
Northampton County,
Pennsylvania.

Ann L. Achey

VOL: 2000-1
PAGE:

005503

EXHIBIT C

This Deed, made this 29 day of May 2001 **XMK**
Between,

THOMAS R. LAMBERT AND BRENDA A. LAMBERT

(hereinafter called the "Grantor").

of the one part, and

WEGMAN'S FOOD MARKETS, INC.

(hereinafter called the "Grantee"), of the other part.

Witnesseth, That in consideration of One hundred fourteen Thousand Nine Hundred (\$114,900.00)

Dollars, in hand paid, the receipt whereof is hereby acknowledged, the said Grantor do hereby grant and convey unto the said Grantee, its successors and assigns,

ALL THAT CERTAIN messuage or tenement and lot or piece of ground, Hereditaments and Appurtenances, SITUATE in the Township of Hanover, County of Northampton and Commonwealth of Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a point in the Western line of land now or late of M.H. Koehler, at alley of Milton H. Koehler and the Fritch Farm, North 1694 feet to a place of beginning; thence North 50 feet to land now or late of Milton H. Koehler; thence West 300 feet; thence South 50 feet also along land of the said Milton H. Koehler; thence East 300 feet along land of Joseph Clause and place of beginning.

BOUNDED on the North and West by land now or late of the said Milton H. Koehler, on the South by land now or late of Joseph Clause, and on the East by the Bath and Bethlehem Pike.

BEING the same premises which Thomas E. Edwards, married and Margaret J. Edwards, his wife, by Indenture bearing date the 30th day of August, A.D. 1996 and recorded in the Office of the Recorder of Deeds in and for the County of Northampton, aforesaid, in Deed Book 1996-1 page 91880 & c., granted and conveyed unto Thomas R. Lambert, married and Brenda A. Lambert, his wife, in fee.

BEING Parcel No. M6SW2 2-3.

RECORDER OF DEEDS
NORTHAMPTON COUNTY
PENNSYLVANIA

INSTRUMENT NUMBER
2001026274
RECORDED ON
Jul 02, 2001
3:51:25 PM

AFFORDABLE HOUSING \$11.05
AFFORDABLE HOUSING \$1.95
- ADMIN FEE
RECORDING FEES \$13.00
STATE TRANSFER \$1,149.00
TAX
STATE WRIT TAX \$0.50
HANOVER TOWNSHIP \$574.50
BETHLEHEM AREA \$574.50
SCHOOL DISTRICT
COUNTY RECORDS \$1.00
IMPROVEMENT FEE
DEEDS RECORDS \$1.00
IMPROVEMENT FEE
TOTAL \$2,326.50



I hereby CERTIFY that this
document is recorded in
the Recorder's Office of
Northampton County,
Pennsylvania.

Ann L. Achey

And the said Grantor/s do hereby covenant to and with the said Grantee that the said
Grantor SHALL and WILL
described premises, with the hereditaments and appurtenances, unto the said Grantee, its successors
and assigns, against the said Grantor and against every other person lawfully claiming or who shall hereafter claim the same
or any part thereof, by, from or under him, her, them or any of them.
IN WITNESS WHEREOF, the said Grantor/s have caused these presents to be duly executed, the day and year first above
written.

SEALED AND DELIVERED

In the Presence of:

Thomas R. Lambert
THOMAS R. LAMBERT

Brenda A. Lambert
BRENDA A. LAMBERT



State of Pennsylvania
On this 29, County of Lehigh
undersigned officer, personally appeared Thomas R. Lambert and Brenda A. Lambert
known to me (or satisfactorily proven) to be the persons whose names are
instrument and acknowledged that they executed the same for the purposes therein contained.

Notary Seal
Kathleen P. Heffner, Notary Public
Bethlehem, Northampton County
My Commission Expires May 13, 2002
Member, Pennsylvania Association of Notaries

Kathleen P. Heffner
Notary Public

STEWART TITLE
GURANTY COMPANY
01-2578

Deed

VOL: 2001-1
PAGE:
125453



The address of the Grantee
P.O. Box 30844
Rochester, NY
14603-0844
Connie B. Schrantz

RECORDED in Deed Book page
GIVEN under my hand and the seal of the said
office, the date above written.

Recorder of Deeds
Recorder of Deeds

Form No. 52019

THIS DEED,

MADE the 2d of January

in the year two thousand two (2002)

BETWEEN Theresa Kincaid, hereinafter referred to as the Grantor

AND

Wegmans Food Markets, Inc., a New York corporation, hereinafter referred to as the Grantee

WITNESSETH, That in consideration of Three Hundred Ninety Five Thousand (\$395,000.00) Dollars in hand paid, the receipt whereof is hereby acknowledged, the said Grantor does hereby grant and convey to the said Grantee,

The real estate set forth and described in Exhibit "A" attached hereto, with the address of 3779 Bath Pike, Bethlehem, Northampton County, Pennsylvania 18017.

Northampton County Uniform Parcel Identifier M6SW2-2-2.

BEING THE SAME PREMISES which Bruce Kincaid and Theresa Kincaid, formerly husband and wife, by deed dated July 16, 1998 and recorded at the Recorder of Deeds Office of Northampton County in Deed Book Volume 1998-1, page 113943, granted and conveyed unto Theresa Kincaid, the Grantor herein.

Exhibit "A"

TRACT NO. 1: ALL THAT CERTAIN messuage or tenement and lot or piece of ground, situated in the Township of Hanover, County of Northampton and State of Pennsylvania, bounded and described as follows, to wit:

BEGINNING at the northwest corner of what is known as Koehler Street, or alley, and the Bethlehem and Bath Pike, northwardly along the west side of said pike about 1799 feet, more or less, to a point of land now or late of Milton H. Koehler and place of Beginning; thence northwardly along the west side of said pike a distance of about 65 feet, fronting on said pike to land now or late of the said Milton H. Koehler; thence westwardly along land or the said Koehler about three hundred (300) feet; thence southwardly along land of the said Koehler about sixty-five (65) feet; thence eastwardly along land of the said Koehler about three hundred (300) feet and place of Beginning. Bounded on the north, west, and south by land of the said Milton H. Koehler, and on the east by the said Bethlehem and Bath Pike.

TRACT NO. 2: ALL THAT CERTAIN messuage or tenement and lot or piece of ground situated in the Township of Hanover, County of Northampton and State of Pennsylvania, bounded and described as follows, to wit:

BEGINNING at the northwest corner of what is known as Koehler Street or alley and the Bethlehem and Bath Pike, northwardly along the west side of said pike 1,744 feet, more or less, to a point of land now or late of Chas. Frankenfield, and place of beginning; thence northwardly along the west side of said pike a distance of about 55 feet, fronting on said pike to land now or late of Albert H. Ott; thence westwardly along land of the said Albert H. Ott about 300 feet; thence southwardly along land of Preston A. Koehler about 55 feet more or less; thence eastwardly along land of Chas. Frankenfield about 300 feet and place of Beginning. Bounded on the north by land of said Albert H. Ott; on the west by land of said P.A. Koehler; on the south by land of Chas. Frankenfield; and on the east by said Bethlehem and Bath Pike.

TOGETHER with all and singular the buildings and improvements, ways, waters, water-courses, rights, liberties, privileges, hereditaments and appurtenances, whatsoever thereunto belonging or in anywise appertaining, and the reversions and remainders, rents, issues, and profits thereof; and all the estate, rights, title, interest, property, claim and demand whatsoever of the said Grantor, in law, equity or otherwise, howsoever, in and to the same and every part thereof.

TO HAVE AND TO HOLD the said hereditaments and premises hereby granted, or mentioned, and intended so to be, with the appurtenances, unto the said Grantee, its successors and assigns forever.

AND the said Grantor will specially WARRANT AND FOREVER DEFEND the property hereby conveyed.

IN WITNESS WHEREOF, said Grantor has hereunto set her hand and seal, the day and year first above written.

Sealed and Delivered in the presence of



Theresa Kincaid
Theresa Kincaid

RECORDER OF DEEDS
NORTHAMPTON COUNTY
PENNSYLVANIA

INSTRUMENT NUMBER
2002012110

RECORDED ON
Mar 07 2002
1 203 402 PM

AFFORDABLE HOUSING \$1.00

AFFORDABLE HOUSING \$1.95

ADMN FEE

RECORDING FEES \$13.00

STATE TRANSFER \$3,950.00

TAX

STATE MTL TAX \$0.50

HANOVER

\$1,975.00

TOWNSHIP

BELMONT AREA \$1,975.00

SCHOOL DISTRICT

COUNTY RECORDS \$1.00

IMPROVEMENT FEE

DEEDS RECORDS \$1.00

IMPROVEMENT FEE

TOTAL \$1,975.00



I hereby CERTIFY that this
document is recorded in
the Recorder's Office of
Northampton County,
Pennsylvania.

Ann L. Achaty

Certificate of Residence

I hereby certify that the precise residence of the Grantee herein is as follows: 1500 Brooks Avenue, P.O. Box 30844, Rochester, NY 14603-0844.

Commonwealth of Pennsylvania
County of Northampton

On this 2nd day of January, 2002, before me a notary public, the undersigned officer, personally appeared Theresa Kincaid known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that she executed the same for the purpose therein contained.

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

Mary Hensel
My Commission Expires:
December 6, 2005

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PAGE:

063124

Notarial Seal
Mary Hensel, Notary Public
East Allen Twp., Northampton County
My Commission Expires Dec. 6, 2005

EXHIBIT D

AFFIDAVIT FILED

RETURN TO: CHICAGO TITLE INSURANCE COMPANY
 1601 MARKET STREET
 SUITE 2550
 PHILADELPHIA, PA 19103

DEED 9881 - 00010

THIS INDENTURE made the 10TH day of FEBRUARY, in the year one thousand nine hundred and ninety-eight (1998).

BETWEEN SADG-7 LIMITED PARTNERSHIP, with offices located at 102 Colliery Road, in the Borough of Dickson City, County of Lackawanna and Commonwealth of Pennsylvania, party of the First Part, hereinafter called GRANTOR

-A N D -

WEGMANS FOOD MARKETS, INC., a New York Corporation, with offices at 1500 Brooks Avenue, Box 844, Rochester, New York, party of the Second Part, hereinafter called GRANTEE

WITNESSETH that in consideration of ONE DOLLAR -----(\$1.00)----- in hand paid, the receipt whereof is hereby acknowledged, the said Grantor does hereby grant and convey unto the said Grantee, its successors and assigns,

ALL THAT CERTAIN parcel of land situate in the Township of Hanover, County of Northampton and State of Pennsylvania, bounded and described, as follows:

BEGINNING at a concrete monument corner located twenty (20') feet east of the easterly line of Greenfield Road, said corner being the northeasterly corner of lands of Hanover Township and being the southwesterly corner of lands of Pointe North, Phase II, Section 4A, Subdivision; thence along land of Hanover Township, South 1°22' 47" East 1,874.62' to a corner in line of land of Wein-Ron Estates, Inc.; thence along land of Wein-Ron Estates, Inc., the following two (2) courses and distances:

1. North 87°46' 19" East 459.60' to a point;
2. South 2°14' 20" East 726.75' to a found iron pipe corner;

thence along lands now or late of Lehigh County Industrial Development Authority, North 84°38'09" East 861.70' to a point; thence along land now or late of John Faulkner and land now or late of Northampton County Industrial Development, North 87°32'30" East 750.05' to a found concrete monument; thence along land now or late of Northampton County Industrial Development, South 53°26'38" East 739.29' to a PK nail set for a corner; thence along the northerly line of Stokes Park Road, North 60°15'54" East 43.56' to an iron pin corner; thence along land now or late of Pennsylvania Department of Transportation, North 5°37' 46" West 318.05' to an iron pin corner; thence along land now or late of John J. Selko, the following two (2) courses and distances:

1. South 87°26' 06" West 726.75' to an iron pin corner;
2. North 2°30'58" West 100.00' to found iron pin corner;

thence along land now or late of Kenrick J. Cunnion, the following two (2) courses and distances:

and distances:

1. North $48^{\circ}31'22''$ West 74.46' to a found iron pin corner;
2. North $21^{\circ}56'13''$ East 129.95' to a found iron pin corner;

thence along lands now or late of Philip J. Gahagan, Johanna S. Ott, Stephen Solek, and Forrest F. Koehler, north $3^{\circ}07'32''$ West 555.46' to a point at the southerly terminus of Fairview Street, having a thirty (30') foot right of way; thence along the terminus of said Fairview Street and along land now or late of William C. Pike, South $88^{\circ}09'46''$ West 180.00' to a found iron pipe corner; thence along lands now or late of William C. Pike, John Jacunski, Gerald Sommers and Stephen Shimasi, North $1^{\circ}50'14''$ West 503.56' to a point; thence along the northerly line being lands now or late of Stephen Shimasi North $88^{\circ}09'42''$ East 150.00' to a found iron pin corner, said corner being on the westerly line of Fairview Street; thence along the westerly line of Fairview Street, having a right of way of thirty (30') feet, North $1^{\circ}50'14''$ West 110.85' to the southerly line of Highland Avenue, thence along the southerly line of Highland Avenue, having a right of way of thirty (30') feet, South $88^{\circ}09'46''$ West 312.07' to a point; thence along the westerly terminus line of said Highland Avenue and along land now or late of Hanover Township Volunteer Fire Company, North $1^{\circ}50'14''$ West 544.98' to a point in the centerline of Place Alley, a dedicated 33 foot right of way; thence along the centerline of said Place Alley, South $87^{\circ}50'56''$ West 531.96' to a found iron pin corner; thence along land dedicated to Hanover Township by Pointe North Subdivision as "open space", North $2^{\circ}01'18''$ West 702.36' to a found iron pin corner; thence along a 20-foot wide "open space" dedicated to Hanover Township by Pointe North Subdivision, South $87^{\circ}19'23''$ West 1,692.33' to the place of beginning.

The above described tract of land is subject to a 50-foot wide storm and sanitary easement conveyed to Hanover Township and a PP&L Company general easement providing 35 feet on both sides of existing power line centerline as it crosses said tract of land.

BEING THE SAME PREMISES being simultaneously transferred by deed bearing even date herewith from Calton Homes of Pennsylvania, Inc., to SADG Limited Partnership, and simultaneously being conveyed by SADG Limited Partnership to Wegmans Food Markets Inc., pursuant to a Conveyance and Agency Agreement dated February 6, 1998.

BEING NORTHAMPTON COUNTY TAX PARCEL IDENTIFIER NO.: MAP M6 BLOCK 24 LOT 7

LESS AND EXCEPTING thereout and therefrom that parcel granted to Hanover Township by Deed of Dedication for Place Road - right of way at Vol. 1994-6, Page 77258, described as follows:

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ALL THAT CERTAIN piece of ground for the purpose of road right of way of Place Road, situate in the Township of Hanover, Northampton County, Commonwealth of Pennsylvania, being a part of the property of CALTON HOMES OF PENNSYLVANIA, INC. and ANDYC CORP. as found in the Office of the Recorder of Deeds in and for Northampton County, Pennsylvania in Deed Book Volume 0742, Page 0960, bounded and described to wit:

BEGINNING at a monument, said monument being the southwest corner of "Pointe North Phase I, Section I" Subdivision and a corner of lands of Calton Homes of Pennsylvania and Andyc Corp.,

THENCE, along the southern boundary line of the above referenced "Pointe North-Phase I, Section I, Subdivision, North 87°50'55" East a distance of 531.96 feet to a point, the true place of beginning,

THENCE, along the lands of the Hanover Township Volunteer Fire Company and the lands of Hanover Township, Northampton County, South 1°50'14" East a distance of 544.86 feet to a point,

THENCE, in and through the land of Calton Homes of Pennsylvania and Andyc Corp., the following two (2) courses and distances;

1. South 88°09'46" West a distance of 50.00 feet to a point, thence
2. North 1°50'14" West a distance of 544.59 feet to a point in line with the southern boundary line of the "Pointe North Section I, Phase I" Subdivision,

THENCE, along the said "Pointe North Phase I, Section 1" Subdivision, North 87°50'55" East a distance of 50.00 feet to a point, the PLACE OF BEGINNING

CONTAINING 26,236 square feet or 0.62 acres.

ALSO LESS AND EXCEPTING thereout and therefrom that parcel proposed to be conveyed to Hanover Township by Deed of Dedication for Fairview Street described as follows:

ALL THAT CERTAIN rectangular shaped piece of land to be dedicated to Hanover Township for right of way of Fairview Street located North of Stoke Park Road and on the south side of property now or late of William C. Pike and Pauline M. Pike, and shown on a Preliminary Subdivision Plan numbered 926114-001-D-001 prepared for Calton Homes, Inc. by Great Valley Consultants on December 22, 1997, situate in Hanover Township, Northampton County, Pennsylvania, being more particularly bounded and described as follows, to wit:



I hereby CERTIFY that this document is recorded in the Recorder's Office of Northampton County, Pennsylvania.

Ann L. Achatz

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BEGINNING at a point at the intersection of the existing northerly right of way line of Fairview Street with property of William C. and Pauline M. Pike and property of Calton Homes, Inc.

Thence, along the existing westerly right of way line of Fairview Street, South 01 degree 59 minutes 07 seconds West the distance of 161.26 feet to a point and North 87 degrees 28 minutes 50 seconds West the distance of 15.00 feet to a point;

Thence, in and through property of the grantors herein, North 01 degree 59 minutes 07 seconds East the distance of 161.12 feet to a point on the property line between property of the grantors herein and property of William C. and Pauline M. Pike;

Thence, along property of William C. and Pauline M. Pike, South 88 degrees 00 minutes 53 seconds East the distance of 15.00 feet to the place of beginning.

CONTAINING 2417.90 square feet of land.

TOGETHER with all and singular, the buildings, improvements, woods, ways, rights, liberties, privileges, hereditaments and appurtenances, to the same belonging or in any wise appertaining, and the reversion and reversions; remainder and remainders, rents, issues, and profits thereof, and of every part and parcel thereof.

AND ALSO all the estate, right, title, interest, property, possession, claim and demand whatsoever, both in law and equity, of the said party of the first part, of in and to the said premises, with the appurtenances:

TO HAVE AND TO HOLD the said premises, with all and singular the appurtenances unto the said party of the second part its successors and assigns, to the only proper use, benefit and behoof of the said party of the second part, its successors and assigns,

AND the said party of the first part, its successors and assigns, does by these presents, covenant, grant and agree, to and with the said party of the second part, its successors and assigns forever, that the said party of the first part, its successors and assigns, all and singular the hereditaments and premises herein above described and granted, or mentioned and intended so to be, with the appurtenances, unto the said party of the second part, its successors and assigns, against the said party of the first part, its successors and assigns and against all and every other person or persons, whomsoever lawfully claiming or to claim the same of any part thereof, SHALL and WILL SPECIALLY WARRANT and forever DEFEND.

INSTRUMENT NUMBER	RECORDED ON	FORDOABLE HOUSING	ADMIN FEE	CORDING FEES	STATE WRIT TAX	TAL
1998005993	EB 19, 1998 10:20:30 AM	\$11.05	\$1.95	\$15.00	\$0.50	\$26.50

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IN WITNESS WHEREOF, the said Grantor has hereunto set its corporate hand and seal the day and year first above written.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

ATTEST:

Mark Paradis

COMMONWEALTH OF PENNSYLVANIA

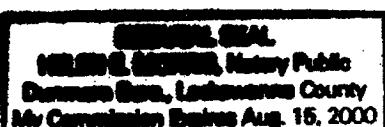
COUNTY OF Lackawanna

On this, the 10th day of February, 1998, before me the undersigned officer, personally appeared Nicholas Scandale, Vice-President of SADG-1, Inc., General Partner of SADG-1 Limited Partnership, 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, and desired the same might be recorded as such, according to law.

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

Helen E. Morris

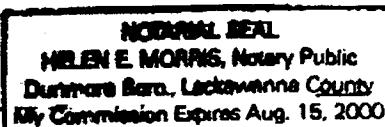
Notary Public



I HEREBY CERTIFY that the precise address of the Grantee herein is:
1500 Brooks Avenue, Box 844, Rochester, New York 14692-1053

B
ATTORNEY FOR:

Brian J. Cali
103 E. Drunken St
Dunmore No 18512



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EXHIBIT E

17

HANOVER TOWNSHIP ZONING HEARING BOARD
OF NORTHAMPTON COUNTY, PENNSYLVANIA

FINDINGS OF FACT AND CONCLUSIONS OF LAW

Re: Application of Wegmans Food Markets, Inc.
Dated: August 24, 2000
Property: Property consisting of three tracts of land in a
C2 – Commercial Center District,
LBD – Limited Business District and
OI – Office and Institutional District

The Hanover Township Zoning Hearing Board, after conducting a hearing on Thursday, October 5, 2000, and rendering its oral decision granting the requested variances subject to certain conditions, hereby makes the following written findings of fact and conclusions of law in support thereof:

1. The subject property consists of three tracts of land referred to as Lot 1, Lot 1B and Lot 2.
2. Lot 1 is a 22.488 acre parcel now zoned C2 – Commercial Center District, upon which the applicant intends to construct its proposed food market and associated parking.
3. Lot 1B is a 6,316 sq. ft. lot located at the intersection of Route 512 and Stoke Park Road in a Limited Business District (LBD).
4. Lot 2 is a 6.143 acre parcel located southeast of Stoke Park Road, west of Route 512, and north of U.S. Route 22, in an Office and Institutional District (OI).
5. The present request is for a total of three signs, one sign on each of the aforesaid lots.
6. The applicant was represented at the hearing by Attorney Joseph Fitzpatrick. Testifying on behalf of the applicant was Carol Duquette, Manager of the Civil Engineering Department of Wegmans, and Joanne Gagliano, Principal Registered Landscape Architect for Wegmans.
7. In addition to the application and the drawings attached to the application, being Drawings No. 097-M1, M2, M3, and M4, the applicant presented at the hearing the following Exhibits:

Exhibit A-1, a letter from the Township Supervisors dated August 29, 2000, expressing support of the proposed application;

Exhibit A-2, a depiction of the three signs in question together with dimensions;

Exhibit A-3, a depiction of the signs based on a proportional analysis;

Exhibit A-4, a view of the location of the proposed sign as seen by motorists traveling north on 512 with a computer generated picture depicting the sign;

Exhibit A-5, a view of the same area somewhat further away from the motorists traveling north on 512 with a computer generated picture depicting the sign;

Exhibit A-6, a site plan showing all three lots, as well as the location of the signs.

8. An elevation drawing and the dimensions for the proposed sign located on Lot 1 is shown at the top of Exhibit A-2. The applicant noted that this sign is an identification sign under the ordinance and that identification signs can be as large as 50 sq. ft. in this district, rather than the proposed 10.79 sq. ft.

9. An elevation drawing and the dimensions for the proposed sign on Lot 1B is shown in the middle of Exhibit A-2. The applicant stated that the dimension to the left shown as 4 ft. 6 inches should be corrected to 7 ft. The applicant indicated the other dimensions as shown on Exhibit A-2 were correct. The text area for this sign is 31.99 sq. ft.

10. The Zoning Officer corroborated that the manner in which the text area of the sign was computed by the applicant is consistent with the manner in which he determines the size of such signs pursuant to the ordinance.

11. The sign on Lot 1B will be the only structure on this lot, and the applicant indicated that it will not develop this lot in any other manner other than to be used as an accessory site for purposes of placing this sign and associated landscaping.

12. The sign will be located as depicted on the plans diagonally in a manner to be visible to motorists on Route 512. The applicant noted that Wegmans is not located on any major arterial or collector highway, and therefore in the opinion of the applicant's experts, signage is necessary in order to properly direct motorists who desire to frequent the Wegmans store to its location.

13. An elevation drawing and the dimensions of the sign on Lot 2 is shown at the bottom of Exhibit A-2. The text area for this sign is computed at 286 sq. ft. Again the Zoning Officer corroborated that the manner in which the text area was computed is consistent with the manner in which he computes sign areas pursuant to the ordinance.

14. This sign will be located on Lot 2 in an area associated with the sign that is approximately 1.6 acres of the total 6.143 acre tract. The applicant's witnesses indicated that this sign will be located approximately 400 ft. from U. S. Route 22 and Route 512. According to the expert testimony provided by the applicant, the size of this sign at that distance from a prospective standpoint would be equivalent to a sign being 30 sq. ft. if it were a typical distance from the road.

15. The applicant's witnesses testified it was the intent to make this sign as small as possible yet serve the purpose of identifying the site as being the site of both Wegmans and Hanover Highlands.

16. Signs are classified pursuant to Sect. 282 of the ordinance as either Advertising, Business or Temporary. Sect. 282.1 states that an Advertising Sign is "A sign offering goods or services produced or available somewhere other than the lot on which the sign is located. See also Sect. 228.A. Billboard of this ordinance".

17. Sect. 228.A. of the ordinance indicates that a Billboard "shall be any advertising sign with a total sign area greater than thirty (30) sq. ft."

18. Sect. 282.2 defines a Business Sign as "A sign offering goods and services available on the lot on which the sign is located."

19. Since the sign on Lot 1 concerns goods and services available on that same lot, it is properly classified as a Business Sign. Further, the applicant is correct in stating that in a C2 District, one such Business Sign is permitted and it can be up to 50 sq. ft. in area. Therefore, no variance is necessary for this particular sign.

20. The signs on Lots 1B and 2, however, are signs concerning goods and services produced or available somewhere other than on Lots 1B and 2, and therefore pursuant to the definitions of the ordinance, must be classified as Advertising Signs. Since both of these signs are in excess of 30 sq. ft., they must also be classified, pursuant to the ordinance, as Billboards.

21. Sect. 360 of the ordinance provides that Billboards are permitted by conditional use in a Planned Industrial Business Park District in accordance with the requirements of Sect. 1360.5.5.4. of the ordinance. There is no authorization in the ordinance for locating billboards in either the OI District or the LBD District. Therefore, a use variance is required for both signs.

22. The applicant argues that it should be entitled to a variance because of the unique circumstances of it having a major commercial use which is not located on any major street, requiring this signage to enable a reasonable use of its commercial lot.

23. The Board finds this argument particularly cogent when applied to Lot 1B, where the lot itself is relatively small, would be difficult to develop in accordance with the regulations for an LBD District, and the applicant indicates and is willing to accept as a condition that the lot will not be developed for any other purpose than using it accessory to Lot 1 for this sign and associated landscaping. The Board feels that these special circumstances, together with the conditions imposed by the grant of a variance which conditions were accepted by the applicant, justify the grant of a variance for Lot 1B.

24. On the other hand, with respect to Lot 2, the applicant does not wish to give up the opportunity to develop this lot in accordance with the Office and Institutional District. Further, the applicant presented no testimony which would indicate that the lot could not in fact be reasonably developed in a manner consistent with the ordinance requirements for this district.

25. However, the applicant further argues in the case of this lot that the topography of the lot is such that there is severe sloping towards Route 512 and U. S. Route 22, making the 1.6 acre area of this lot associated with the sign difficult to develop and ideally suited for the sign in question. This, coupled with the need to notify motorists of the existence of the Wegmans store located in the interior roadways of the Township, in the opinion of the applicant, justifies the variance request.

26. In this regard, it is noted that the applicant has received a favorable review from both the Planning Commission and Supervisors with respect to their proposed signage. It is also noted that the final location of the C2 District was a result of a considerable amount of cooperative planning between the applicant and the Planning Commission and Supervisors with regards to traffic patterns and the introduction of a major commercial enterprise into residential areas of the Township. The Board believes that these factors are extremely unique to the present application, and therefore justify a deviation from the ordinance that would not normally be considered by the Board.

27. The Board believes further that with the imposition of a condition connecting the existence of the sign and the area around the sign on Lot 2 with Lot 1 in a recorded document acceptable to the Board Solicitor, that the net result will be that the variance will not be detrimental to the public welfare or impair the development of adjacent properties.

WHEREFORE, the Hanover Township Zoning Hearing Board hereby adopts the above Findings of Fact and Conclusions of Law in support of its decision to grant the variances with respect to the proposed signs, subject to the following conditions, all of which conditions have been agreed to by the applicant:

1. That the applicant be prohibited from a larger sign or any additional signs on Lot 1, than the sign as proposed. Therefore as a condition of the grant of approval of the other two signs, the applicant recognizes that it is giving up the right to have a sign on Lot 1 which could be up to 50 sq. ft. pursuant to the present ordinance.
2. That Lot 1B not be developed in any other manner other than for the purpose of locating the sign in question and associated landscaping as an accessory use to Lot 1.
3. That the applicant provide a document for the approval of the Zoning Board Solicitor which creates an easement and restrictive covenant on the 1.6 acre portion of Lot 2, for the benefit of Lot 1, for the purpose of the construction and maintenance of the sign set forth in the zoning application to be located on Lot 2 with perpetual rights in favor of Lot 1, and after the aforesaid approval of the Zoning Board

Solicitor, the same be recorded in the Office of the Recorder of Deeds in and for the County of Northampton, at Easton, Pennsylvania.

4. That in no respect shall the grant of this variance enable the owner of Lot 2 to maintain or to at any time in the future have a billboard sign or any other sign similar to the sign proposed by Wegmans, but that it be limited only to the number of signs and the size of the signs as permitted in an OI District, with the further understanding, that this sign as granted by this variance shall not be counted as a sign for purposes of calculating the number of signs to which the applicant in the OI District would otherwise be entitled.

HANOVER TOWNSHIP ZONING HEARING BOARD

By: *Paul A. Balla*
Paul A. Balla, Chairman

Dated: October 17, 2000

EXHIBIT F



I hereby CERTIFY that this
document is recorded in
the Recorder's Office of
Northampton County,
Pennsylvania.

Ann L. Dehanty

DECLARATION OF SIGNAGE EASEMENTS AND COVENANTS

THIS DECLARATION OF SIGNAGE EASEMENTS AND COVENANT

made and declared this / 15th day of *August*, 2001, by **WEGMANS
FOOD MARKETS, INC.**, a New York corporation, with offices at P.O. Box 30844,
Rochester, New York 14602-0844:

W I T N E S S E T H

WHEREAS, Declarant, Wegmans Food Markets, Inc. ("Wegmans") is the present owner of a 125± acre property described at Northampton County Deed Book Volume 1998-1, Page 17792 (Tax I.D. Parcel No. M6-24-7 and M6-SW2-2-1), and located in Hanover Township, Northampton County, Pennsylvania, which has received Subdivision, Land Development, and Zoning Board approvals for certain uses, and the creation of lots, including those set forth herein, and which property is known as "Hanover Highlands". Hanover Highlands consists of several lots and includes several zoning districts including: C2 Commercial; OI Office and Institutional; LBD Limited Business District; and Residential zoning areas; and

WHEREAS, by virtue of the approval of said Hanover Township ("Township"), a 22.48± acre lots of the Wegmans property has been rezoned as C2 Commercial and is referred to herein as "Lot 1", with the remaining acreage of the Wegmans property being zoned as Residential, OI Office and Institutional and LBD Limited Business District. Lot 1 is the only C2 zoned lot in Hanover Highlands; and

WHEREAS, Wegmans' Lot 1 has received all necessary approvals from said Township for the development of a retail supermarket, which market and said C2 area is

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physically located away from major highways and arterial corridors and is set in a topographical depression, resulting in lack of visibility of said C2 area and the proposed market to motorists on nearby highways and arterial roads; and

WHEREAS, Wegmans has sought and obtained, subject to enumerated conditions set forth in the "Findings of Fact and Conclusions of Law" of the Township's Zoning Hearing Board, dated October 17, 2000 (herein the "ZHB Opinion"), certain variances from the Zoning Hearing Board of said Township for placement of commercial signage.

NOW THEREFORE, the Declarant, Wegmans Food Markets, Inc. by these presents does agree, declare, and represent that the Signage Easements and subject matter hereof shall be a covenant running with the land (i.e., with respect only to those tracts specifically identified herein and depicted on Exhibit "A" hereof), for the purposes of permitting (i) an off-premises store identification sign on a 1.6± acre easement area of a larger 6.14± acre parcel owned by Wegmans, referred to as Lot 2 herein, in the OI Office and Institutional Zoning District, which is south of and across Stoke Park Road from the said C2 zoned Lot 1, on which said Wegmans market is to be located, and (ii) an off-premises store identification sign on a small 6,316 square foot (0.145± acre) parcel at the southwest corner of Route 512 and existing Highland Avenue (to be renamed Stoke Park Road), in the LBD Limited Business Zoning District, referred to herein as "Lot 1B," which is east of the said C-2 zoned Lot 1 parcel, and (iii) a permitted, on-premises store identification sign on said Lot 1 of a size not to exceed the configuration and dimensions presented to said Zoning Hearing Board of said Township (i.e., 10.79 square feet of signage text).

DECLARATION

1. All of the foregoing recitals to this Declaration of Easements and Covenants are incorporated as a material part hereof.
2. The declarations, easements and covenants set forth in this Declaration are restricted solely to the parcels or land areas presently owned by Wegmans which are referenced herein as Lot 1, Lot 1B, and Lot 2, respectively, and shall not be deemed to restrict or include any other contiguous or nearby properties or landholdings now or subsequently owned by Wegmans, its successors and assigns. The affected parcels are identified on Exhibit "A" as follows: (i) the referenced 6.14± acre area (Lot 2) on which an off-premises identification sign visible to Routes 512 and 22 is to be located within the depicted 1.6± acre signage easement area; (ii) the 22.48± acre parcel located in the recently-rezoned C2 (Lot 1), on which the subject Wegmans Market is to be developed; and (iii) Lot 1B, which is the 0.145± acre tract located at the southwest corner of Route 512 and Stoke Park Road (presently known as Highland Avenue), located in the LBD zoning district, on which an off-premises identification sign and appurtenant landscaping and utility features are to be located, solely associated with and for the benefit of the said Wegmans Market (or any successor market or owner) to be built on said Lot 1.
3. This Declaration and the covenants and restrictions set forth herein shall not be deemed to otherwise to limit or restrict the usage of or placement of buildings, building signage or directional or advisory signage pertaining to the retail use to be developed on said Lot 1, or as may be associated with the future development on Lot 2 in the OI Zoning District (outside of the depicted 1.6± acre signage easement area); however, this Declaration shall prohibit the construction and development of additional

signage or uses on Lot 1B, with the intention and declaration that said Lot 1B shall be utilized solely as an accessory lot to Lot 1, with the agreement and covenant that the only structures being permitted on said Lot 1B would be the approved identification sign for the market, and all pertinent landscaping and utility features.

4. The terms and conditions permitting the signage referenced in this Agreement are as more fully set forth in the said October 17, 2000 ZHB Opinion, relating to Wegmans' application for zoning relief. All signage which was the subject of the said Zoning Board's hearing and is permitted by the ZHB Opinion shall be ground mounted, and in the size, proportions and materials referenced in Wegmans' amended zoning application, and the ZHB Opinion permitting variances for the three (3) subject signs on Lots 1, 1B and 2, respectively. A copy of the ZHB Opinion is attached hereto as Exhibit "B" and is incorporated by reference.

5. With respect to Lot 1, the C-2 zoned parcel on which the Wegmans Market is to be developed, Wegmans explicitly declares that no other free-standing or ground mounted identification signage will be installed, other than the approved, ground mounted sign with text area of 10.79 square feet.

6. With respect to Lot 2, in the OI Zoning District, an easement on the depicted 1.6± acre "Signage Easement Area" is created, as depicted on Exhibit "A", for the benefit of Wegmans (and any successor in interest, subsequent assignee or owner of Lot 1), for the purpose of erecting, maintaining, installing, repairing, replacing and upgrading the approved sign or any replacement with a like sign (i.e., for the limited purpose of identification of a single retail store and the adjacent residential development) therefor on Lot 2, with the covenant and agreement that the southernmost 1.6± acre

easement area of Lot 2 shall be used solely and exclusively for the purpose of said ground mounted sign (consisting of approximately 286 square feet of text as defined by Township's Zoning Ordinance and said Zoning Hearing Board), for the exclusive use and benefit of Lot 1 (i.e., a single retail store and adjacent residential development), and Wegmans (or its successor owners or operators of the market or retail use developed on Lot 1); provided however, that the remaining OI-zoned acreage of said Lot 2 (i.e., northern portion of Lot 2 not affected by the signage easement area) can be developed in accordance with OI zoning District standards (or standards established in any successor Zoning Ordinance or Amendment thereto) with the agreement and understanding that such future OI use or owner shall be entitled to install and maintain signage in accordance with the then-prevailing Ordinance for such future-developed use. The depicted "Signage Easement Area" on Lot 2 is and shall continue to constitute an unsubdivided portion of said Lot 2, subject to Wegmans express rights set forth herein and in the ZHB Opinion.

7. With respect to Lot 1B, the presently LBD-zoned 0.145± acre parcel at the southwest corner of Route 512 and Stoke Park Road (presently known as Highland Avenue), only the approved signage with 31.99± square feet of text, and related landscape features, plantings and utilities shall be permitted, solely as an appurtenant and accessory use for the retail development on Lot 1, it being agreed and understood that no other structures or buildings shall be permitted on said Lot 1B.

8. This Declaration shall be binding up and inure to the benefit of the Declarant, Wegmans Food Markets, Inc., its successors and assigns.

9. The Declarations, Covenants, Restrictions and Easements set forth herein shall be construed in accordance with the laws of the Commonwealth of Pennsylvania and any dispute herein shall be resolved in the Court of Common Pleas for Northampton County, Pennsylvania. This Agreement shall be interpreted without regard to incidents of authorship and negotiation and shall be read in pari materia with the ZHB Opinion, with respect to the subject matter hereof.

10. This Declaration may be modified, altered or amended only in writing, executed by Wegmans and the Zoning Hearing Board for the Township, and their respective successors or assigns.

11. Declarant, Wegmans has presented to the said Township Zoning Board, this Declaration, which has been reviewed by and deemed acceptable to the said Zoning Board and its Solicitor, as to condition No. 3 of the aforesaid Zoning Hearing Board Opinion.

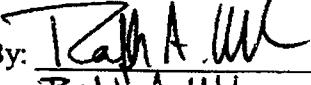
INTENDING TO BE LEGALLY BOUND HEREBY, Declarant, Wegmans Food Markets, Inc. by its authorized signatory officer, establishes this Declaration of Signage and Easements, Covenants as of the date and year above written.

ATTEST:

WEGMANS FOOD MARKETS, INC.


Eric Barth

Project Engineer

By: 
Ralph A. Utter

Title

SENIOR VP
REAL ESTATE DEVELOPMENT

Attachments:

Exhibit "A" (Plan of affected land areas/easements)
Exhibit "B" (Zoning Hearing Board Opinion of October 17, 2000)

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STATE OF NEW YORK)
SS:
COUNTY OF MONROE)

On this 1st day of August, 2001, before me personally came and appeared Ralph A. Utton, to me known, who, being by me duly sworn, did depose and say that he resides at Penington, NY; and that he is the Sc. VP Real Estate of Wegmans Food Markets, Inc., the corporation described in and which executed the foregoing instrument; and that he signed his name thereto by order of the board of directors of said corporation.

Laetitia A. Grasser

Notary Public

LAETITIA A. GRASSER
Notary Public, State of New York
Qualified in Monroe County
Commission Expires Feb. 18, 2003

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HANOVER TOWNSHIP ZONING HEARING BOARD
OF NORTHAMPTON COUNTY, PENNSYLVANIA

FINDINGS OF FACT AND CONCLUSIONS OF LAW

Re: Application of Wegmans Food Markets, Inc.

Dated: August 24, 2000

Property: Property consisting of three tracts of land in a
C2 – Commercial Center District,
LBD - Limited Business District and
OI – Office and Institutional District

The Hanover Township Zoning Hearing Board, after conducting a hearing on Thursday, October 5, 2000, and rendering its oral decision granting the requested variances subject to certain conditions, hereby makes the following written findings of fact and conclusions of law in support thereof:

1. The subject property consists of three tracts of land referred to as Lot 1, Lot 1B and Lot 2.

2. Lot 1 is a 22.488 acre parcel now zoned C2 – Commercial Center District, upon which the applicant intends to construct its proposed food market and associated parking.

3. Lot 1B is a 6,316 sq. ft. lot located at the intersection of Route 512 and Stoke Park Road in a Limited Business District (LBD).

4. Lot 2 is a 6.143 acre parcel located southeast of Stoke Park Road, west of Route 512, and north of U.S. Route 22, in an Office and Institutional District (OI).

5. The present request is for a total of three signs, one sign on each of the aforesaid lots.

6. The applicant was represented at the hearing by Attorney Joseph Fitzpatrick. Testifying on behalf of the applicant was Carol Duquette, Manager of the Civil Engineering Department of Wegmans, and Joanne Gagliano, Principal Registered Landscape Architect for Wegmans.

7. In addition to the application and the drawings attached to the application, being Drawings No. 097-M1, M2, M3, and M4, the applicant presented at the hearing the following Exhibits:

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EXHIBIT R

Exhibit A-1, a letter from the Township Supervisors dated August 29, 2000, expressing support of the proposed application;

Exhibit A-2, a depiction of the three signs in question together with dimensions;

Exhibit A-3, a depiction of the signs based on a proportional analysis;

Exhibit A-4, a view of the location of the proposed sign as seen by motorists traveling north on 512 with a computer generated picture depicting the sign;

Exhibit A-5, a view of the same area somewhat further away from the motorists traveling north on 512 with a computer generated picture depicting the sign;

Exhibit A-6, a site plan showing all three lots, as well as the location of the signs.

8. An elevation drawing and the dimensions for the proposed sign located on Lot 1 is shown at the top of Exhibit A-2. The applicant noted that this sign is an identification sign under the ordinance and that identification signs can be as large as 50 sq. ft. in this district, rather than the proposed 10.79 sq. ft.

9. An elevation drawing and the dimensions for the proposed sign on Lot 1B is shown in the middle of Exhibit A-2. The applicant stated that the dimension to the left shown as 4 ft. 6 inches should be corrected to 7 ft. The applicant indicated the other dimensions as shown on Exhibit A-2 were correct. The text area for this sign is 31.99 sq. ft.

10. The Zoning Officer corroborated that the manner in which the text area of the sign was computed by the applicant is consistent with the manner in which he determines the size of such signs pursuant to the ordinance.

11. The sign on Lot 1B will be the only structure on this lot, and the applicant indicated that it will not develop this lot in any other manner other than to be used as an accessory site for purposes of placing this sign and associated landscaping.

12. The sign will be located as depicted on the plans diagonally in a manner to be visible to motorists on Route 512. The applicant noted that Wegmans is not located on any major arterial or collector highway, and therefore in the opinion of the applicant's experts, signage is necessary in order to properly direct motorists who desire to frequent the Wegmans store to its location.

13. An elevation drawing and the dimensions of the sign on Lot 2 is shown at the bottom of Exhibit A-2. The text area for this sign is computed at 286 sq. ft. Again the Zoning Officer corroborated that the manner in which the text area was computed is consistent with the manner in which he computes sign areas pursuant to the ordinance.

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14. This sign will be located on Lot 2 in an area associated with the sign that is approximately 1.6 acres of the total 6.143 acre tract. The applicant's witnesses indicated that this sign will be located approximately 400 ft. from U. S. Route 22 and Route 512. According to the expert testimony provided by the applicant, the size of this sign at that distance from a prospective standpoint would be equivalent to a sign being 30 sq. ft. if it were a typical distance from the road.

15. The applicant's witnesses testified it was the intent to make this sign as small as possible yet serve the purpose of identifying the site as being the site of both Wegmans and Hanover Highlands.

16. Signs are classified pursuant to Sect. 282 of the ordinance as either Advertising, Business or Temporary. Sect. 282.1 states that an Advertising Sign is "A sign offering goods or services produced or available somewhere other than the lot on which the sign is located. See also Sect. 228.A. Billboard of this ordinance".

17. Sect. 228.A. of the ordinance indicates that a Billboard "shall be any advertising sign with a total sign area greater than thirty (30) sq. ft."

18. Sect. 282.2 defines a Business Sign as "A sign offering goods and services available on the lot on which the sign is located."

19. Since the sign on Lot 1 concerns goods and services available on that same lot, it is properly classified as a Business Sign. Further, the applicant is correct in stating that in a C2 District, one such Business Sign is permitted and it can be up to 50 sq. ft. in area. Therefore, no variance is necessary for this particular sign.

20. The signs on Lots 1B and 2, however, are signs concerning goods and services produced or available somewhere other than on Lots 1B and 2, and therefore pursuant to the definitions of the ordinance, must be classified as Advertising Signs. Since both of these signs are in excess of 30 sq. ft., they must also be classified, pursuant to the ordinance, as Billboards.

21. Sect. 360 of the ordinance provides that Billboards are permitted by conditional use in a Planned Industrial Business Park District in accordance with the requirements of Sect. 1360.5.5.4. of the ordinance. There is no authorization in the ordinance for locating billboards in either the OI District or the LBD District. Therefore, a use variance is required for both signs.

22. The applicant argues that it should be entitled to a variance because of the unique circumstances of it having a major commercial use which is not located on any major street, requiring this signage to enable a reasonable use of its commercial lot.

23. The Board finds this argument particularly cogent when applied to Lot 1B, where the lot itself is relatively small, would be difficult to develop in accordance with the regulations for an LBD District, and the applicant indicates and is willing to accept as a condition that the lot will not be developed for any other purpose than using it accessory to Lot 1 for this sign and associated landscaping. The Board feels that these special circumstances, together with the conditions imposed by the grant of a variance which conditions were accepted by the applicant, justify the grant of a variance for Lot 1B.

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24. On the other hand, with respect to Lot 2, the applicant does not wish to give up the opportunity to develop this lot in accordance with the Office and Institutional District. Further, the applicant presented no testimony which would indicate that the lot could not in fact be reasonably developed in a manner consistent with the ordinance requirements for this district.

25. However, the applicant further argues in the case of this lot that the topography of the lot is such that there is severe sloping towards Route 512 and U. S. Route 22, making the 1.6 acre area of this lot associated with the sign difficult to develop and ideally suited for the sign in question. This, coupled with the need to notify motorists of the existence of the Wegmans store located in the interior roadways of the Township, in the opinion of the applicant, justifies the variance request.

26. In this regard, it is noted that the applicant has received a favorable review from both the Planning Commission and Supervisors with respect to their proposed signage. It is also noted that the final location of the C2 District was a result of a considerable amount of cooperative planning between the applicant and the Planning Commission and Supervisors with regards to traffic patterns and the introduction of a major commercial enterprise into residential areas of the Township. The Board believes that these factors are extremely unique to the present application, and therefore justify a deviation from the ordinance that would not normally be considered by the Board.

27. The Board believes further that with the imposition of a condition connecting the existence of the sign and the area around the sign on Lot 2 with Lot 1 in a recorded document acceptable to the Board Solicitor, that the net result will be that the variance will not be detrimental to the public welfare or impair the development of adjacent properties.

WHEREFORE, the Hanover Township Zoning Hearing Board hereby adopts the above Findings of Fact and Conclusions of Law in support of its decision to grant the variances with respect to the proposed signs, subject to the following conditions, all of which conditions have been agreed to by the applicant:

1. That the applicant be prohibited from a larger sign or any additional signs on Lot 1, than the sign as proposed. Therefore as a condition of the grant of approval of the other two signs, the applicant recognizes that it is giving up the right to have a sign on Lot 1 which could be up to 50 sq. ft. pursuant to the present ordinance.
2. That Lot 1B not be developed in any other manner other than for the purpose of locating the sign in question and associated landscaping as an accessory use to Lot 1.
3. That the applicant provide a document for the approval of the Zoning Board Solicitor which creates an easement and restrictive covenant on the 1.6 acre portion of Lot 2, for the benefit of Lot 1, for the purpose of the construction and maintenance of the sign set forth in the zoning application to be located on Lot 2 with perpetual rights in favor of Lot 1, and, after the aforesaid approval of the Zoning Board

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Solicitor, the same be recorded in the Office of the Recorder of Deeds in and for the County of Northampton, at Easton, Pennsylvania.

4. That in no respect shall the grant of this variance enable the owner of Lot 2 to maintain or to at any time in the future have a billboard sign or any other sign similar to the sign proposed by Wegmans, but that it be limited only to the number of signs and the size of the signs as permitted in an OI District, with the further understanding, that this sign as granted by this variance shall not be counted as a sign for purposes of calculating the number of signs to which the applicant in the OI District would otherwise be entitled.

HANOVER TOWNSHIP ZONING HEARING BOARD

By: Paul A. Balla
Paul A. Balla, Chairman

Dated: October 17, 2000

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EXHIBIT G

SIGN DECLARATION

THIS SIGN DECLARATION (this “Declaration”) is entered into this ____ day of _____, 202____ (the “Effective Date”), by WEGMANS FOOD MARKETS, INC., a New York corporation (“Wegmans”).

BACKGROUND STATEMENTS:

A. Wegmans owns that certain parcel of land located at 3760 Fairview Street, City of Bethlehem, County of Northampton, Commonwealth of Pennsylvania, and described on Exhibit A attached hereto (the “Burdened Parcel”). Wegmans, in its capacity as the owner of the Burdened Parcel, and its successors and assigns in such capacity, are referred to herein collectively as the “Burdened Parcel Owner”.

B. Wegmans also owns that certain parcel of land located in the City of Bethlehem, County of Northampton, Commonwealth of Pennsylvania, and described on Exhibit B attached hereto (the “Benefitted Parcel”; together with the Burdened Parcel sometimes hereinafter collectively referred to as the “Parcels” and individually as a “Parcel”). Wegmans, in its capacity as the owner of the Benefitted Parcel, and its successors and assigns in such capacity, are referred to herein collectively as the “Benefitted Parcel Owner”.

C. Wegmans desires to enter into this Declaration for the purpose of, among other things, declaring an easement to maintain a monument sign and certain lighting and utility facilities on the Burdened Parcel for the benefit of the Benefitted Parcel which shall run with the land in connection with a contemplated conveyance of the Burdened Parcel by Wegmans to a purchaser of the Burdened Parcel, all as more particularly set forth in this Declaration.

NOW, THEREFORE, for good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged, the Parties, intending to be legally bound, do hereby covenant and agree as follows:

1. Monument Sign Easement.

a. Easement. The Burdened Parcel Owner hereby grants and conveys to the Benefited Parcel Owner, for the benefit of and as an appurtenance to the Benefitted Parcel, (i) an easement and right to place, maintain, repair and replace the existing monument sign shown on Exhibit C attached hereto (the “Monument Sign”), and to install, maintain, repair and replace the lighting and related utility lines, including buried cables, and other facilities required to illuminate said Monument Sign (the “Facilities”) as desirable by Wegmans in its reasonable discretion within the Easement Area (defined herein), and (ii) a perpetual, nonexclusive easement for vehicular and pedestrian access on, over and across those portions of the Burdened Parcel as reasonably necessary to utilize the Monument Sign and Facilities ((i) and (ii) above, collectively, the “Sign Easement”). The Monument Sign, Facilities, and all improvements related thereto, shall be and remain at all times the sole and exclusive property of Wegmans, its successors and assigns. In the event the Benefitted Parcel Owner desires to replace the Monument Sign, or any future replacement thereof, such replacement signs shall be subject to the Burdened Parcel Owner’s

written consent, such consent not to be unreasonably conditioned, withheld or delayed. In no event shall any replacement sign exceed the size of the existing Monument Sign as of the date of this Declaration. The Burdened Parcel Owner shall have no right to be identified on the Monument Sign. The Benefitted Parcel Owner will have no obligation to pay any cost or expense to any Burdened Parcel Owner for the Sign Easement granted hereunder. “Easement Area” means that certain area located on the Burdened Parcel as depicted on Exhibit D attached hereto.

b. Maintenance. The Benefited Parcel Owner will be solely responsible, at its sole cost and expense, to install, operate, illuminate, maintain, repair and replace the Monument Sign and Facilities. The electricity for the Monument Sign lighting is separately metered, and the Benefited Parcel Owner shall be responsible for the cost of such electricity. The Burdened Parcel Owner shall not construct or permit any obstructions or improvements on that portion of the Burdened Parcel marked on Exhibit D as the “No-Build Area”. The Benefited Parcel Owner shall perform all maintenance and/or repairs required or permitted hereunder expeditiously and in a good and workmanlike manner free, and in conformity with any and all applicable Laws. Such maintenance and repair activities, once commenced, shall be prosecuted diligently until completion thereof so as to minimize any interference with the use or enjoyment of the easement created in this Declaration by the Benefited Parcel Owner and the Burdened Parcel Owner, and their respective employees, customers, agents and invitees and in such manner so as to cause the least amount of disruption to any business operations being conducted on the Burdened Parcel as is reasonably practicable.

c. Access. Except as expressly permitted herein, the Benefited Parcel Owner shall not enter onto any other portion of the Burdened Parcel and shall only use the Easement Area for the purpose permitted under this Declaration. Prior to entering upon the Burdened Parcel and except in the event of an emergency, the Benefited Parcel Owner shall provide at least twenty-four (24) hours prior written notice to such Burdened Parcel Owner. The Benefited Parcel Owner shall promptly restore any damage (whether to landscaping or otherwise) to the Burdened Parcel caused by such use of the Easement Area by the Benefited Parcel Owner or any of its Agents (defined herein) and shall not, and shall not permit any of its Agents, to dump, bury, spill or otherwise dispose of any trash, debris, construction materials, organic materials or any hazardous materials or substances on any portion of the Burdened Parcel. As used herein, “Agents” shall mean the Benefited Parcel Owner’s employees, agents, representatives and contractors.

2. Duration; Binding Effect. The easements, restrictions, benefits, rights and obligations of this Declaration shall create mutual benefits and servitudes running with the land regardless of ownership and shall be binding on all future fee owners of the Parcels. Notwithstanding the foregoing, the easement granted herein shall terminate automatically upon such date as the Benefited Parcel is no longer being used for the operation of a Wegmans store or a Replacement Store, as hereinafter defined. “Replacement Store” shall mean any substitute, successor, assign or replacement establishment operating for retail purposes on any portion of the Benefited Parcel, provided such retail operation does not violate the “Restricted Uses” set forth on Exhibit E, attached hereto. This Declaration shall bind and inure to the benefit of the parties hereto, their respective heirs, representatives, lessees, successors and assigns.

3. Default. In the event that either the Benefited Parcel Owner or the Burdened

Parcel Owner fails to comply with its respective obligations hereunder (a “Default”), the defaulting party shall have thirty (30) calendar days from receipt of written notice from the non-defaulting party (the “Cure Period”) to cure such Default. If any Default continues to exist after notice and the expiration of the Cure Period, the non-defaulting party may, but is not obligated to, cure such Default at the defaulting party’s expense. In addition, if the Benefited Parcel Owner fails to cure a Default within the Cure Period, and such failure continues after an additional thirty (30) days after a second notice from the Burdened Parcel Owner, then the Burdened Parcel Owner shall have the right to terminate this Declaration (the “Termination Right”), provided that such second notice shall only be deemed valid if it clearly states in all capital letters, “FAILURE TO RESPOND IN 30 DAYS WILL RESULT IN THE OWNER OF 3760 FAIRVIEW STREET, BETHLEHEM, PENNSYLVANIA HAVING THE RIGHT TO TERMINATE THE SIGN EASEMENT,” and is delivered in accordance with Section 5 of this Declaration. Notwithstanding anything to the contrary herein, if the Benefited Parcel Owner gives such Burdened Parcel Owner written notice that it disputes the existence of a Default hereunder, such Burdened Parcel Owner shall not be entitled to exercise the Termination Right. The Benefited Parcel Owner and Burdened Parcel Owner agree to use commercially reasonable efforts to reach a mutually agreeable resolution in the event of a Default dispute under this Declaration. The non-defaulting party’s right to cure is in addition to any and all rights afforded at law or in equity including injunctive relief against the defaulting party; provided, however, that no Default shall operate to terminate this Declaration or the easements granted hereby. Any costs or expenses actually incurred by a non-defaulting party to cure a Default or exercise its rights against the defaulting party shall be promptly reimbursed to the non-defaulting party by the defaulting party upon written invoice thereof. No waiver of any default of any obligation by any party hereto shall be implied from any omission by the other party to take any action with respect to such default.

4. Recordation. Wegmans shall record this Declaration in the Office of the Recorder of Deeds of Northampton County, Pennsylvania.

5. Notices. All notices and other communications required or permitted to be given hereunder shall be in writing and shall be mailed by a reputable overnight courier guaranteeing next business day delivery, and shall be considered given only with a direct signature required by the recipient upon receipt, addressed as follows:

If to Wegmans:

Wegmans Food Markets, Inc.
Attention: Timothy Dollinger
1500 Brooks Avenue, PO Box 30844
Rochester, NY 14603-0844
Email: Tim.Dollinger@wegmans.com

With a required copy to:

Wegmans Food Markets, Inc.
Attention: Michelle Daubert
1500 Brooks Avenue, PO Box 30844
Rochester, NY 14603-0844

Email: Michelle.Daubert@wegmans.com

With a required copy to:

Troutman Pepper Locke LLP
3000 Two Logan Square
18th and Arch Streets
Philadelphia, PA 19103-2799
Attention: Julia E. Tomec, Esquire
Email: julia.tomec@troutman.com

All future Burdened Parcel Owners shall, within five (5) business days following its acquisition of the Burdened Parcel, provide the Benefited Parcel Owner with written notice of its notice address and contact information to receive notices arising out of this Declaration.

6. Miscellaneous. This Declaration shall be governed in accordance with the laws of the Commonwealth of Pennsylvania. This Declaration may not be modified or amended, in whole or in part, except by the written consent of the fee owners of the Benefited Parcel and Burdened Parcel, as evidenced by an amendment to this Declaration that has been fully executed and acknowledged and recorded in the Office of the Recorder of Deeds of Northampton County, Pennsylvania. If any term, covenant or condition of this Declaration or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Declaration shall not be affected thereby and each such term, covenant or condition of this Declaration shall be valid and enforceable to the full extent permitted by law. No waiver of any breach of any covenant or provision herein contained shall be deemed a waiver of any preceding or succeeding breach thereof, or of any other covenant or provision herein contained. In the event of a dispute concerning the interpretation of this Declaration or any portion thereof, each party hereby waives the doctrine that an ambiguity shall be construed against the party that drafted the Declaration or the applicable provision therein.

7. Indemnity. Except to the extent resulting from the gross negligence or willful misconduct of the Burdened Parcel Owner, its officers, directors, agents, contractors or employees, the Benefited Parcel Owner shall indemnify, defend and hold harmless the Burdened Parcel Owner against and in respect of any and all claims, losses, obligations, liabilities, damages, costs or expenses (including reasonable attorneys' fees and litigation expenses), which the Burdened Parcel Owner may incur or suffer after the date of execution of this Agreement and actually caused by (a) the Benefited Parcel Owner's use and maintenance of the Easement Area, or (b) the Benefited Parcel Owner's breach of any obligations under this Agreement.

8. Private Easements. The easements, rights, and privileges established, created and granted hereunder shall be for the benefit of, and shall be restricted solely to the fee owner of the Benefited Parcel and the fee owner of the Burdened Parcel, their successors and assigns, their tenants, or subtenants and their respective customers, employees and invitees and this instrument shall in no event be construed to create any rights in or for the benefit of the general public.

9. No Mechanics Liens. Neither the Benefited Parcel Owner nor its Agents shall permit any mechanics or construction liens for labor and or materials in connection with work of any character performed or claimed to have been performed by the Benefited Parcel Owner on the Burdened Parcel. In the event of any such lien attaching to the Burdened Parcel or any improvements thereon, the Benefited Parcel Owner, within twenty (20) days of having actual notice of such lien, have such lien released or bonded over, and failure by the Benefited Parcel Owner to do so shall constitute a breach of this Declaration. If the Benefited Parcel Owner shall fail to discharge such liens or to furnish such security, then in addition to any other right or remedy of the Burdened Parcel Owner, the Burdened Parcel Owner may, but shall not be obligated to, discharge the same by paying the amount claimed to be due without inquiring as to the credibility of such lien and, in such event, the Benefited Parcel Owner shall immediately pay to the Burdened Parcel Owner any and all amounts paid or incurred by the Burdened Parcel Owner to satisfy such claim or lien, together with interest thereon at eight percent (8%) per annum from the date paid by the Burdened Parcel Owner until the date reimbursed by the Benefited Parcel Owner.

[Signatures commence on following page]

IN WITNESS WHEREOF, Wegmans has executed this Declaration the day and year first above written.

WEGMANS:

WEGMANS FOOD MARKETS, INC.,
a New York corporation

By: _____
Name: _____
Title: _____

ACKNOWLEDGMENT

STATE OF _____ :
: SS
COUNTY OF _____ :
:

ON THIS, THE _____ DAY OF _____, 202____, BEFORE ME, A
NOTARY PUBLIC, PERSONALLY APPEARED _____, WHO
ACKNOWLEDGED HIM/HERSELF TO BE THE _____ OF WEGMANS FOOD
MARKETS, INC., A NEW YORK CORPORATION, AND THAT HE/SHE, AS SUCH
_____, BEING AUTHORIZED TO DO SO, EXECUTED THE FOREGOING
INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED BY SIGNING THE NAME
OF THE CORPORATION BY HIM/HERSELF AS _____.

IN WITNESS WHEREOF, I HEREBY SET MY HAND AND OFFICIAL SEAL.

Notary Public
My commission expires:

EXHIBIT A

EASEMENT PARCEL

To be attached.

EXHIBIT B

WEGMANS PARCEL

To be attached.

EXHIBIT C

MONUMENT SIGN

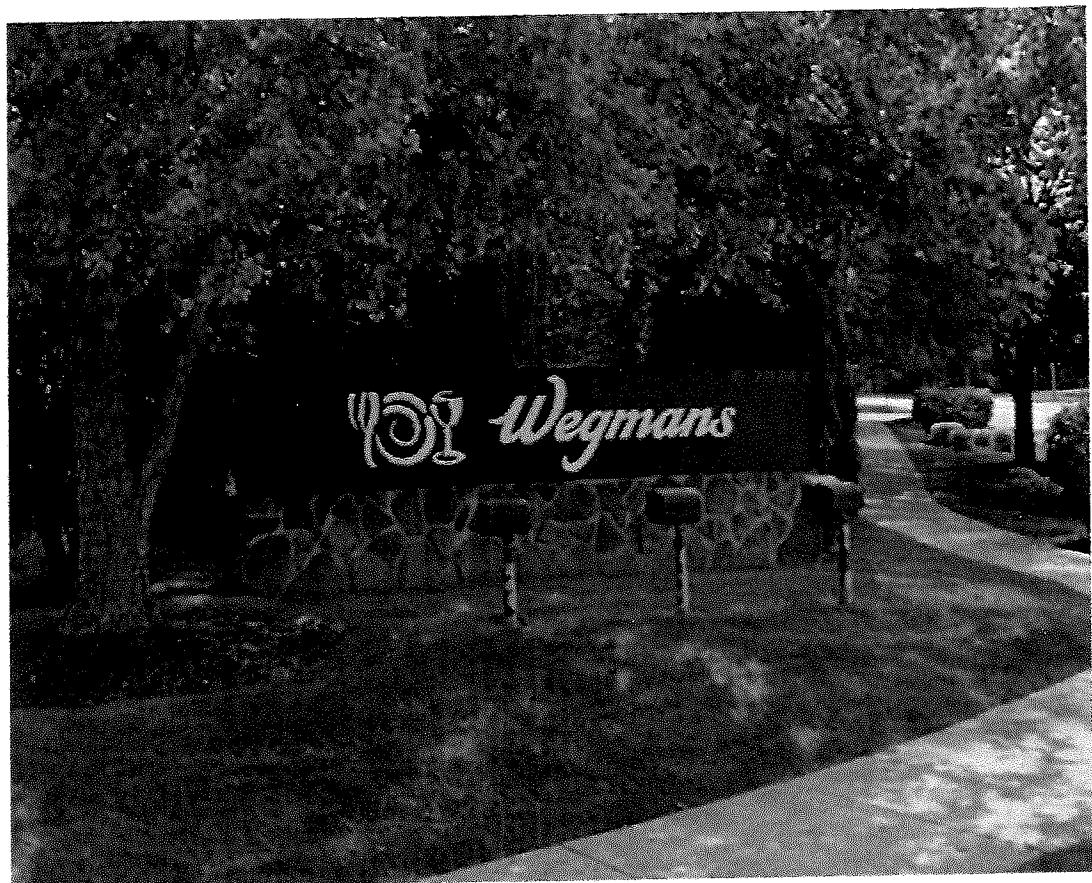


EXHIBIT D
EASEMENT AREA

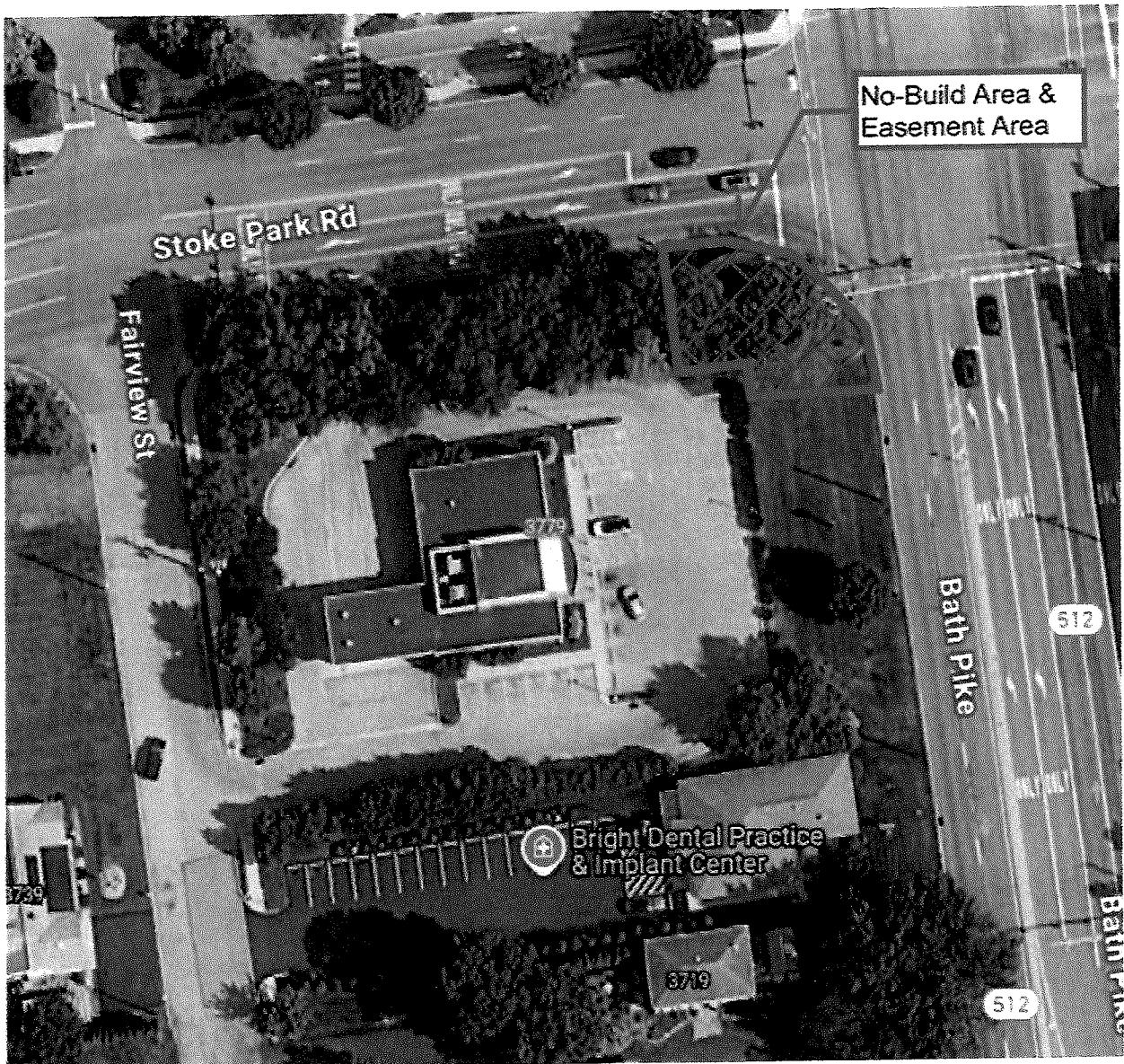


EXHIBIT E

RESTRICTED USES

To be attached.

{

5

EXHIBIT H

After recording, return to:
David J. Tshudy, Esquire
Troutman Pepper Locke LLP
100 Market Street, Suite 200
Harrisburg, PA 17101

UPIs M6SW2 2 1 (Lot 1B)
M6 24 7 (Lot 1)
M6 24 7B (Lot 2)

PARTIAL RELEASE FROM DECLARATION OF SIGNAGE EASEMENTS AND COVENANTS

THIS PARTIAL RELEASE FROM DECLARATION OF SIGNAGE EASEMENTS AND COVENANTS (this "Partial Release") is dated _____ and is made and declared by WEGMANS FOOD MARKETS, INC., a New York corporation ("Declarant").

BACKGROUND

A. Declarant executed that certain Declaration of Signage Easements and Covenants dated August 1, 2024, with respect to three (3) parcels located in Hanover Township, Northampton County, Pennsylvania, then owned by Declarant (1) Tax Parcel M6 24 7 ("Lot 1"); (2) Tax Parcel M6SW2 2 1 ("Lot 1B"); and (3) Tax Parcel M6 24 7B ("Lot 2"). The Declaration is recorded in the Northampton County Recorder of Deeds Office (the "Recording Office") in Volume 2001-1, Page 171872.

B. Since the recording of the Declaration, Declarant has conveyed Lot 2.

C. Pursuant Section 7 of the Declaration, Lot 1B is permitted only to be developed with approved signage with 31.99± square feet of text, and related landscape features, plantings, and utilities, solely as an appurtenant and accessory use for the retail development on Lot 1.

D. Pursuant to Section 10 of the Declaration, the Declaration may not be modified, altered, or amended without such modification, alteration, or amendment being executed by Declarant and the Hanover Township Zoning Hearing Board (the "ZHB").

E. Declarant desires to release the restrictions on Lot 1B set forth in the Declaration, and the ZHB has approved the same.

NOW, THEREFORE, intending to be legally bound, Declarant provides as follows:

1. Declarant hereby releases Lot 1B from all restrictions set forth in the Declaration.

2. The ZHB approved this Partial Release following a public hearing on

3. Except for the release of Lot 1B as set forth in Section 1, above, the Declaration continues to remain in full force and effect and continues to restrict Lot 1 and Lot 2 as set forth therein.

[Signatures appear on the following pages]

IN WITNESS WHEREOF, Wegmans has executed this Partial Release the day and year first above written.

DECLARANT:

WEGMANS FOOD MARKETS, INC.,
a New York corporation

By: _____
Name: _____
Title: _____

ACKNOWLEDGMENT

STATE OF _____ : SS
COUNTY OF _____ :

On this, the _____ day of _____, 202____, before me, a Notary Public, personally appeared _____, who acknowledged him/herself to be the _____ of Wegmans Food Markets, Inc., a New York corporation, and that he/she, as such _____, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by him/herself as _____.

In witness whereof, I hereunto set my hand and official seal.

Notary Public
My commission expires:

IN WITNESS WHEREOF, the ZHB has executed this Partial Release the day and year first above written.

**HANOVER TOWNSHIP
ZONING HEARING BOARD**

By: _____

Name:

Title:

ACKNOWLEDGMENT

COMMONWEALTH OF PENNSYLVANIA :
: SS
COUNTY OF NORTHAMPTON :
:

On this, the _____ day of _____, 202____, before me, a Notary Public, personally appeared _____, who acknowledged him/herself to be the _____ of the Zoning Hearing Board of Hanover Township, and that he/she, as such _____, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the Zoning Hearing Board of Hanover Township, by him/herself as _____.

In witness whereof, I hereunto set my hand and official seal.

Notary Public

My commission expires:

HANOVER TOWNSHIP
NORTHAMPTON COUNTY
RESOLUTION 2026 - 09

This resolution, approved and adopted by the Board of Supervisors of Hanover Township, Northampton County, Pennsylvania, on the date hereinafter set forth.

Witnesseth:

WHEREAS, The PA Emergency Management Services Code (Title 35, 35 Pa. C.S. §§ 7101 et seq.) mandates that Hanover Township prepare, maintain and keep current an emergency operations plan for the prevention and minimization of injury and damage caused by a major emergency or disaster within the Township; and

WHEREAS, in response to the mandate stated above, this Township has prepared an emergency operations plan to provide prompt and effective emergency response procedures to be followed in the event of a major emergency or disaster; and

WHEREAS, this Township has also prepared an emergency operations plan in order to reduce the potential effects of a major emergency or disaster and to protect the health, safety and welfare of the residents of this Township;

NOW, THEREFORE, we, the undersigned Supervisors of Hanover Township do hereby approve, adopt and place into immediate effect the Emergency Operations Plan of Hanover Township. This Plan shall be reviewed on an annual basis to make certain that it conforms to the requirements of the Northampton County Emergency Operations Plan.

Adopted this 27th day of **January 2026**

Board of Supervisors, Hanover Township – Northampton County

(Susan A. Lawless – Elected Official)

(Jean E. Versteeg – Elected Official)

(Michael J. Prendeville – Elected Official)

(Stephen M. Gross – Elected Official)

(Joseph A. Pepitone – Elected Official)

ATTEST:

Date: **January 27, 2026**

Kimberly R. Lymanstall – Secretary

PROMULGATION

THIS PLAN WAS ADOPTED BY HANOVER TOWNSHIP UNDER RESOLUTION NO. 2026-09 DATED JANUARY 27, 2026. IT SUPERCEDES ALL PREVIOUS PLANS.

(Susan A. Lawless – Elected Official)

(Jean E. Versteeg – Elected Official)

(Michael J. Prendeville – Elected Official)

(Stephen M. Gross – Elected Official)

(Joseph A. Pepitone – Elected Official)

(Mark L. Hudson – Township Manager)

(Kimberly R. Lymanstall – Secretary)

**(John J. Finnigan, Jr. – Emergency
Management Coordinator)**

HANOVER TOWNSHIP

COMPREHENSIVE RECREATION AND OPEN SPACE PLAN

PROPOSAL SUBMISSION
OCTOBER 24, 2025

SUBMITTED BY:



environmental
planning & design

CAROLYN YAGLE

PLA, AICP, NAP

DIRECTOR OF PLANNING AND POLICY
100 Ross Street, Suite 500

Pittsburgh, PA 15219

412-261-6000

epd-pgh.com





environmental planning & design

environmental planning & design, llc
100 ross street, suite 500
pittsburgh, pa 15219
412-261-6000
epd@epd-pgh.com
www.epd-pgh.com

EPD's firm name is the embodiment of our planning and design philosophy. This philosophy is borne from man's fundamental understanding of nature. Our firm's logo is based on the symbols used by early man to represent the essential elements of nature and is an abstract interpretation of primitive cave carvings found in Europe.



The Sun.

A circle symbol was used to represent the Earth's life force - the sun.



Air.

The floating quality of the atmosphere was depicted as an element within the shadow of the sun.



Water.

The Earth's seas were represented by a horizontal line.



Earth.

A vertical line was added to signify the upthrust of the land.



Environment.

The combination of the four basic elements is symbolic of the total environment.



100 Ross Street, Suite 500
Pittsburgh, PA 15219
(412) 261-6000
epd-pgh.com

landscape architects

urban designers

community planners

October 24, 2025

Mark Hudson
Hanover Township, Northampton County
3630 Jacksonville Rd
Bethlehem, PA 18017

Mr. Hudson,

RE: Hanover Township Comprehensive Recreation and Open Space Plan

Environmental Planning & Design, LLC (EPD) is pleased to submit a proposal for professional services to update the Comprehensive Recreation and Open Space Plan for Hanover Township, Northampton County.

EPD is an 86-year-old, Pittsburgh-based landscape architecture, recreation planning, and urban design firm with projects located in 16 states and active projects in 6 states. Our firm's registered landscape architects (PLA), certified planners (AICP), and LEED Accredited professionals work with public-sector, quasi-public, and non-profit clients throughout the eastern United States. We specialize in the planning of comprehensive parks, recreation, open spaces, greenways and trail plans. As a part of these efforts, we have come to understand that physical, natural, cultural and socio-economic influences inform the development and management of park and recreation resource-based facilities as much as the operational objectives of the Township. We subsequently work with clients to understand their goals and aspirations, the opportunities and limitations that exist within the Township's organization, as well as a project site's "carrying capacity" to meet those desires. Carrying capacity includes the physical and ecological circumstances bounding an owner's aspirations.

Based upon our collective experience, a review of the RFP, as well as our understanding of region, we have prepared a work scope that addresses the Township's needs as updates strategies for trails, services, and physical spaces. In general, our work scope will:

- Evaluate the property to determine the most suitable development areas; the most important conservation (protected) areas as well as those areas that can support and operationally are suitable for public access;
- Stimulate discussion with Township staff and important stakeholders and build consensus regarding aspirations and what could be done within the property for a future facility/future capital investments;
- Define a detailed set of potential activities, facilities, and amenities and determine their relative improvement/implantation costs; and
- Create a series of high-quality visuals for use in marketing, education and fund-raising endeavors.



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(412) 261-6000
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landscape architects

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If the EPD Team is selected, I will be the Project Manager responsible for advancing the completion of the project as well as building consensus with the Client Committee, the Township Staff and Board as well as any pertinent stakeholders throughout the planning-design process. I will also be the point of contact with Hanover Township and responsible for coordinating the everyday activities of the remainder of the EPD Team. Carla Lukehart, a licensed landscape architect, will be responsible for developing program alternatives, assessing current parks, trail networks and open spaces, and cost projections for the future scenarios. Carla will also be responsible for the project's overall quality control and quality assurance. Based upon the general work tasks described in the RFP, we feel that the planning-design effort can be completed within 9-months. A detailed Project Schedule is included in the body of the proposal itself.

We thank you for the opportunity to respond to this RFP. The EPD Team recognizes the significance of presenting recommendations based on facts, exploring alternative solutions, and formulating pragmatic implementation scenarios which effectively respond to operational and fiscal capacities and potential funding opportunities. As Hanover Township looks toward new investments in the coming decades, we would enjoy working with all involved to ensure that this long-term view is both attainable, sustainable and effective.

Sincerely,

A handwritten signature in black ink that reads 'Carolyn Yagle'.

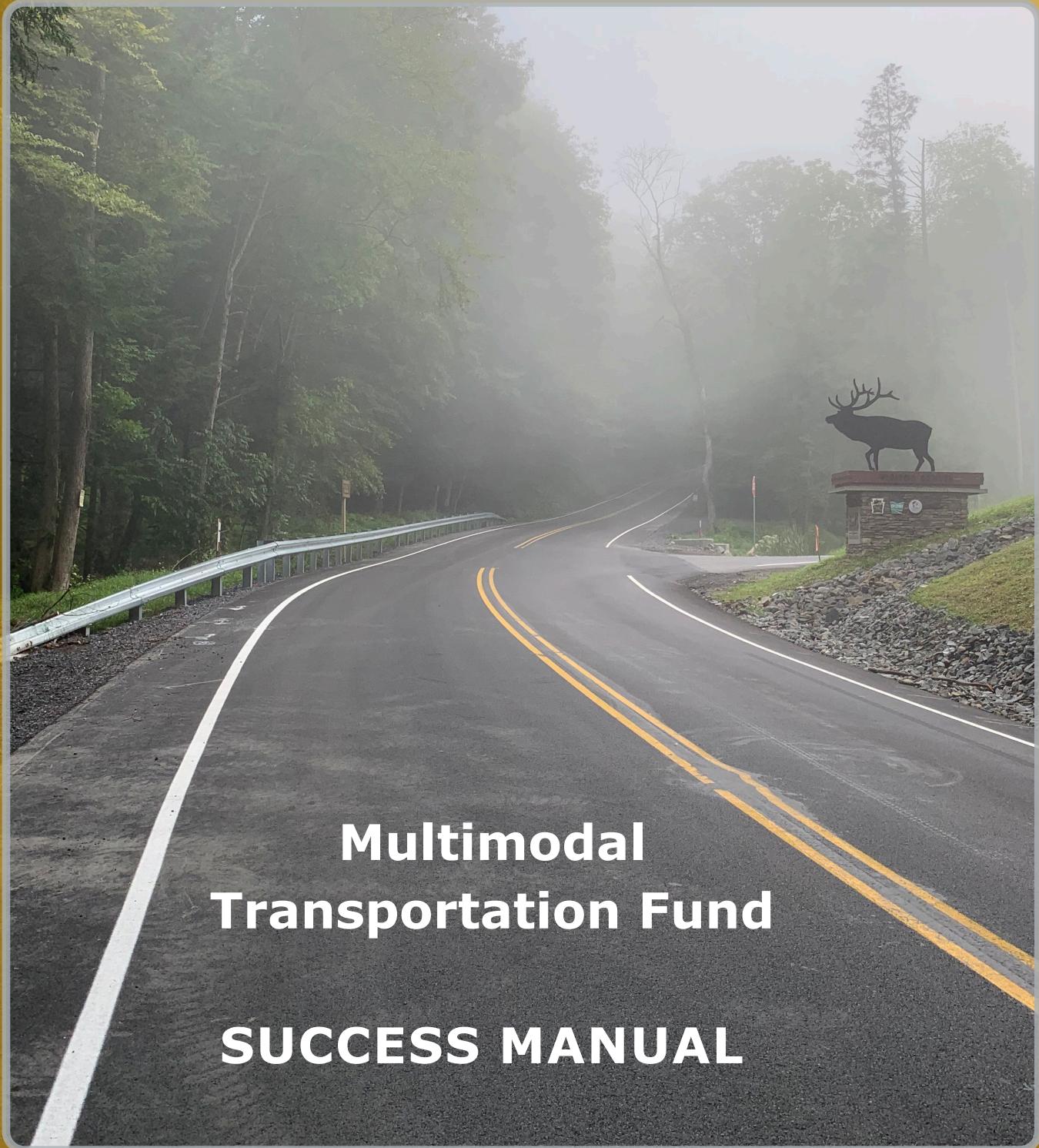
Carolyn Yagle, AICP, PLA, NAP
Director of Planning and Policy
Project Manager
CarolynYagle@epd-pgh.com
(412) 261-6000

fee estimate

Major Work Task/Element			Total Budget
1	Project initiation and coordination	a Kickoff meeting with staff and officials	\$413
		b Establish work program and schedule	\$225
2	Community engagement and needs assessment	a Design and administer statistically valid community survey	\$2,106
		i Preparing physical copies for the survey	\$83
		ii Printing cost for physical copies @ \$2.5 per copy and 1,200 copies*	\$3,000
		b Develop outreach strategy (website, flyers, social media)	\$2,106
		i Attending community events to further push the survey	\$391
		c Analyze survey results and develop key findings	\$1,442
		d Conduct stakeholder interviews / focus groups (8 interviews)	\$3,548
		e Steering committee meetings (7 meetings in total)	\$3,140
		f Public Meetings (3 meetings)	\$1,781
		g Elected Officials Briefings (2 meetings)	\$376
3	Park facilities inventory and condition assessment	a Field inventory of township parks and amenities	\$6,872
		b Condition and accessibility assessment	
		c Identify improvement needs and priorities	
		d Prepare condition matrix with cost ranges	
4	Trails and pedestrian network evaluation	a Inventory of existing and planned trails	\$15,798
		b Identify gaps and opportunities for connections	
		c Evaluate crossings, safety and accessibility	
		d Prepare conceptual trail network map	
5	Recreation program and property use analysis	a Evaluate current recreation programs and participation	\$3,133
		b Assess use of township-owned facilities	
		c Identify gaps and opportunities for new programs	
		d Create phases for improvements	
6	Recreation fee and funding strategy update	a Review existing recreation fee structure	\$3,828
		b Identify grant and partnership opportunities	
		c Develop sustainable funding approaches	
7	Administration and Personnel	a Review existing systems	\$2,552
		b Develop improvement strategies	
8	Draft plan development	a Develop recommendations and action plan	\$10,644
		b Mission Statement and Goals	\$804
9	Mapping, graphics and plan production	a Prepare park and trail maps, land use and access diagrams	\$3,726
		b Layout for plan document	
10	Plan preparation and presentation	a Prepare draft plan, final plan and executive summary	\$9,684
		b Presentation to township board and public	
		c Prepare adoption-ready documents	
11	Reimbursables	a First Draft (15 black and white copies @150 bound pages + digital file access)	\$675
		b Final Draft (15 full color copies@150 bound pages + digital file access)	\$2,250
		c Travel, working prints and plots, miscellaneous	\$7,000
		Total	\$84,939

* This cost includes a longer survey with postage to addressee but no return postage OR a shorter survey with postage to addressee as well as return postage. It has been calculated using a Township-scale bulk rate.

PENNSYLVANIA DEPARTMENT OF TRANSPORTATION



Multimodal Transportation Fund

SUCCESS MANUAL



Pennsylvania
Department of Transportation

PennDOT.pa.gov

June 2025

Part 1: Is the MTF a Good Fit for Your Project?

ELIGIBILITY (continued)

Eligible Projects

Act 89 of 2013 specifies four types of projects that are eligible for MTF funds:

Projects that **coordinate local land use with transportation assets** to enhance existing communities, including but not limited to:

- Bus stops
- Park-and-ride facilities
- Sidewalk/crosswalk safety improvements
- Bicycle lanes/route designations
- Traffic impact mitigation relative to infill development
- Development of local highways and bridges which will benefit the state system
- Local economic development and greenways

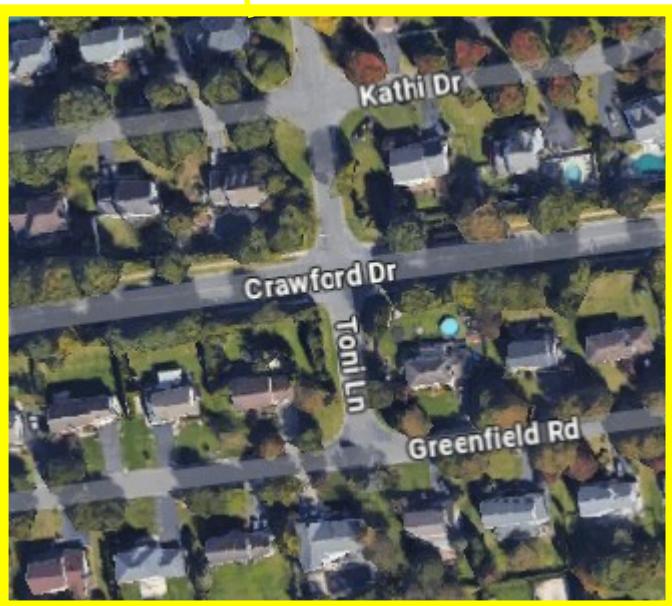
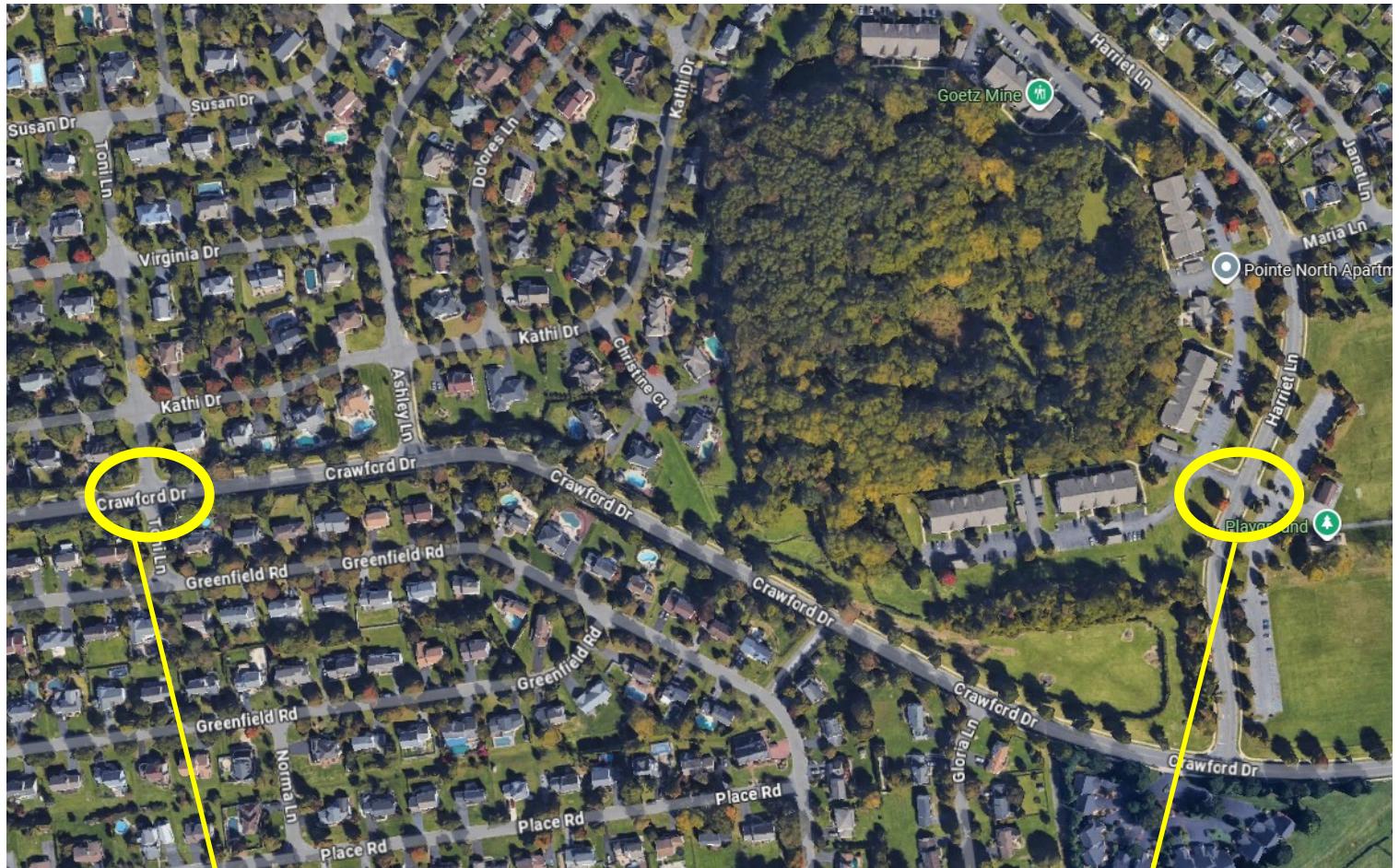
Projects improving **connectivity or utilization of existing transportation assets**, including but not limited to:

- Improved signage
- Access roads
- Development or support of an integrated transportation corridor
- Improvements to the productivity, efficiency, and security supporting goods movement to and from PA ports
- Port upgrades
- Bicycle/shared-lane markings
- Bicycle parking at transit stops

Projects related to **streetscapes, lighting, sidewalk enhancement, and pedestrian safety**, including but not limited to:

- Sidewalk connections
- Crosswalks
- Pedestrian and traffic signals
- Pedestrian signs
- Lighting

Projects related to **transit-oriented development**. The term does not refer to a single real estate project, but rather a collection of projects, usually mixed-use, at a neighborhood scale, oriented to a transit node.





First Responders Extension Request

From andrew@akpetersheim.com <andrew@akpetersheim.com>

Date Mon 1/19/2026 12:37 PM

To Mark Hudson <mhudson@hanovertwp-nc.org>; Martin Limpar <MLimpar@hanovertwp-nc.org>

Cc 'Tim Petersheim' <timothy@akpetersheim.com>; Andrew Youssef <ayoussef@hanovereng.com>

Good morning Mark,

Due to a tight timeline, and some weather delays, we would like to request an extension for final completions and ready for final payment until March 31st.

Thank you for your patience and understanding, it's been a pleasure working for you all.

Thanks,

Andrew Petersheim

AK Petersheim Builders LLC

301 Jacobs Rd,

Narvon PA 17555

Andrew Cell: 717-606-2772

Office: 717-768-8881