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

August 24, 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:	26ZHB07
Applicant:	Imperium Capital Partners LLC
Property location:	330 Stoke Park Rd
Zoning District:	PIBD (Planned Industrial Business Park District)

Enclosed is a copy of the application received August 21, 2026, requesting a special exception variance for a automobile service shop.

The next meeting is tentatively scheduled 7:00 PM Thursday, September 24, 2026. Notice of Hearing to follow.

Tracy Luisser

K# 2033583

PAID

AUG 21 2026

BY: DM $1000 #14635

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

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 20th day of August, 20 26

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: 330 Stoke Park Road Bethlehem, Pennsylvania 18017
2. Tax Parcel No.: M6 24 10F 0214
3. Current Zoning Classification: Planned Industrial/Business Park District (PIBD)
4. The Dimension of the land area are: 244 ft x 558 ft
5. The real estate contains 136,208 square feet.
6. The real estate in question is presently classified under the Hanover Township Zoning Ordinance as:

   (a) The real estate is presently used for the purpose of: car sales & service

   (b) and contains buildings and other improvements consisting of (if real estate is vacant land, so note): car dealership office and 16 service bays

II. OWNER INFORMATION

1. Owner of property: JJLH Associates, LTD Telephone (215) 364-3890
   (all parties to the title must be listed, attach additional page if needed)
   Address c/o David G. Oyler 4437 Street Road Trevose, PA 19053

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

1. Applicant ("Petitioner(s)") Imperium Capital Partners, LLC Telephone (484) 767-8594
   (all parties must be listed, attach additional page if needed)
   Address 1436 Hampton Road Allentown, PA 18104
2. Petitioner is the (check one or more)
   ☐ Owner ☐ Occupant ☐ Agent for: _____ ☑ Other: Purchase Agreement
3. Attorney representing Petitioner(S): Gary A. Brienza, Esq. Telephone (610) 759-1530
   Address One South Main Street Nazareth, PA 18064
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: _____
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). _____

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) 185-35(B)(1)
185-35(E)(2)

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

   (a) Building(s) to be erected: Not Applicable

   (b) Building(s) to be changed: Not Applicable

   (c) Building(s) to be used for: Same as current use - Sales and service of automobiles

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)

Petitioner

_____ (SEAL)

_____ (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)
) ss:
COUNTY OF _____)

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)
) ss:
COUNTY OF Lehigh)

ON THIS, the 20 day of August, 2020, before me, Erin Kleinbohl _____ the undersigned officer, personally appeared, Ari Nusser, who acknowledged himself to be the President of Direct Auto Source DBA AutoProvest corporation, and that he as such President being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as President.

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 20 day of Aug 2020

_____
NOTARY PUBLIC

Commonwealth of Pennsylvania - Notary Seal
Erin E. Kleinbohl, Notary Public
Monroe County
My commission expires September 6, 2027
Commission number 1437731
Member, Pennsylvania Association of Notaries

COUNTY OF NORTHAMPTON

RECORDER OF DEEDS
NORTHAMPTON COUNTY GOVERNMENT CENTER
669 WASHINGTON STREET
EASTON, PENNSYLVANIA 18042-7486
Area Code (610) 559-3077

Ann L. Achatz - Recorder
Andrea F. Suter - Lead Deputy
Kathy Nansteel - Deputy

Book - 2004-1 Starting Page - 397175
***Total Pages - 6**

Instrument Number - 2004063002
Recorded On 10/13/2004 At 11:27:59 AM
* Instrument Type - DEED
Invoice Number - 414115
* Grantor - FAULKNER, HENRY III ESTATE
* Grantee - JJLH ASSOCIATES LTD
User - BJR
* Customer - FIDELITY NATIONAL TITLE

* FEES

STATE TRANSFER TAX	$4,000.00
STATE WRIT TAX	$0.50
JCS/ACCESS TO JUSTICE	$10.00
RECORDING FEES	$15.00
AFFORDABLE HOUSING	$14.02
AFFORDABLE HOUSING - ADMIN FEE	$2.48
COUNTY RECORDS IMPROVEMENT FEE	$2.00
DEEDS RECORDS IMPROVEMENT FEE	$3.00
BETHLEHEM AREA SCHOOL DISTRICT	$2,000.00
HANOVER TOWNSHIP	$2,000.00
TOTAL	$8,047.00

***RETURN DOCUMENT TO:**
FIDELITY NATIONAL TITLE
1503 NORTH CEDAR CREST BLVD
ALLENTOWN, PA 18104

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

RECORDER OF DEEDS OF NORTHAMPTON COUNTY PENNSYLVANIA

Ann L. Achatz
Recorder of Deeds

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THIS IS A CERTIFICATION PAGE

Do Not Detach

THIS PAGE IS NOW THE FIRST PAGE OF THIS LEGAL DOCUMENT

* - Information denoted by an asterisk may change during the verification process and may not be reflected on this page.

001C2K

EXECUTOR'S DEED

THIS DEED is made the 25th day of August, 2004,

BETWEEN

GAIL L. FAULKNER, Executrix of the Estate of HENRY FAULKNER, III, deceased ("Grantor"),

AND

JJLH ASSOCIATES, LTD., a Pennsylvania limited partnership ("Grantee"),

WHEREAS, the said Henry Faulkner, III (the "Decedent"), in his lifetime and at the time of his death on April 28, 2003, was seized in his demesne as of fee of and in certain real estate situate in Hanover Township, Northampton County, Pennsylvania;

AND WHEREAS, Decedent, by Will dated October 30, 1998, duly probated and filed in the Office of the Register of Wills of Montgomery County, Pennsylvania to No. 46-03-1559 (the "Will"), appointed the said Gail L. Faulkner, Executrix, and provided in Article XII(L)the following:

> *L. Power with respect to any real property (i) to partition, subdivide or improve such property and to enter into agreements concerning the partition, subdivision, improvement, zoning or management of any real estate in which my estate has an interest or to impose or extinguish restrictions on any such real estate, (ii) to sell, exchange, lease for any period, mortgage, alter or otherwise dispose of such property and to execute any instrument necessary to do that, and (iii) to charge to principal the net loss incurred in operating or carrying non-income producing real property.*

NOW THIS DEED WITNESSETH, That the Grantor in consideration of Four Hundred Thousand and No/100 Dollars ($400,000.00), paid by Grantee to the Grantor, the receipt whereof is hereby acknowledged, does hereby grant and convey to the Grantee:

ALL THAT CERTAIN tract of land situate in Hanover Township, Northampton County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a point in the proposed northerly right-of-way line of Stokes Park Road (T.R. 433), said point of beginning is located the two (2) following courses and distances from the intersection of the extended easterly line of land now or formerly of Mikron Corporation, with the centerline of Stokes Park Road (T.R. 433), North 01 degree 38 minutes 30 seconds West 30.00 feet and North 88 degrees 28 minutes 00 seconds East 647.87 feet; thence (1) from the point of beginning and along Lot No. 4 and No. 3, also being the centerline of a private drive and utility easement (34.00 feet wide), North 01 degree 38 minutes 30 seconds West 558.27 feet to a point; thence (2) along Lot No. 8, North 88 degrees 21 minutes 30 seconds East 244.00 feet to a point; thence (3) along Lot No. 1, South 01 degree 38 minutes 30 seconds East 557.40 feet to a point; thence along the foresaid proposed northerly right-of-way line of Stokes Park Road (T.R. 433) the two (2) following courses and distances: (4) South 87 degrees 49 minutes 00 seconds West 125.98 feet to a point, and (5) South 88 degrees 28 minutes 00 seconds West 118.01 feet to the point or place of BEGINNING.

CONTAINING 3.127 acres.

THE ABOVE described Lot No. 2 is subject to drainage and utility easements as shown on the "Final Plan of Berman Industrial Park", Sheet 1 of 3, Plan No. P-1597, dated August 1974 and last revised March 5, 1976, as prepared by F & M Associates, Inc., Consulting Civil Engineers, Allentown, PA., and said Plan is recorded in the Recorder of Deeds Office in Northampton County Courthouse, Easton, PA, in Plan Book Volume 38, Page 58.

BEING the same premises which Joseph Faulkner, Executor of the Will of John Faulkner, by deed dated May 29, 2001 and recorded in Northampton County Deed Book 2001-1, page 106964, granted and conveyed unto Henry Faulkner, III.

TAX PARCEL NO. M6 24 10F 0214.

UNDER AND SUBJECT, nevertheless, to all easements, restrictions, encumbrances and other matters of record or that a physical inspection or survey of the premises would reveal.

AND the Grantor does covenant, promise and agree to and with the Grantee and the Grantee's heirs, personal representatives, successors and assigns, that the Grantor has not done, committed or knowingly or willingly suffered to be done or committed, any act, matter or thing whatsoever, whereby the premises aforesaid, or any part thereof, is, are, shall or may be charged or encumbered, in title, charge, estate or otherwise howsoever.

IN WITNESS WHEREOF, the Grantor has executed this Deed as of the date first above written.

WITNESS:

GRANTOR:
ESTATE OF HENRY FAULKNER, III

By Gail L. Faulkner
Gail L. Faulkner, Executor

Record & Return To: 04-2136
Mara Stratt, Esq.
Fidelity National Title Insurance Co.
1500 Walnut St., Ste 400
Philadelphia, PA 19102
(215)875-4139Fax (215) 732-6726

COMMONWEALTH OF PENNSYLVANIA :
COUNTY OF Bucks . : SS:

On this, the 25th day of August, 2004, before me, a Notary Public, the undersigned officer, personally appeared GAIL L. FAULKNER, known to me (or satisfactorily proven) to be the individual who executed the foregoing instrument, and duly acknowledged to me that in her capacity as Executrix of the Estate of HENRY FAULKNER, III, she executed the same for the purpose therein contained.

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

Lorrie Danner Gartner
Notary Public

(SEAL)

My Commission Expires:

NOTARIAL SEAL
Lorrie Danner Gartner, Notary Public
Bristol Township, Bucks County
My Commission Expires Oct. 16, 2004

CERTIFICATION OF ADDRESS

I hereby certify that the precise business address of the Grantee herein is:

c/o William Sebald
Saturn of Trevose
4437 Street Road
Trevose, PA 19053-4998

Attorney or Agent for Grantee

COMMONWEALTH OF PENNSYLVANIA :
: SS:
COUNTY OF NORTHAMPTON :

RECORDED in the Office of the Recorder of Deeds, in and for said County, in Record Book _____, Page _____.

WITNESS my hand and official seal this _____ day of _____, 2004.

Recorder of Deeds

AGREEMENT OF SALE

THIS AGREEMENT OF SALE (this "**Agreement**") is made and entered into this 26th day of June, 2026 (the "**Effective Date**"), by and between **JJLH ASSOCIATES, LTD.**, a Pennsylvania limited partnership ("**Seller**"), and **IMPERIUM CAPITAL PARTNERS, LLC**, a Pennsylvania limited liability company ("**Buyer**").

BACKGROUND:

A. Seller is the owner of that certain parcel of real property located at 330 Stoke Park Road, Hanover Township, Northampton County, Pennsylvania, being known as Parcel ID Number M6 24 10F 0214, as more particularly described in that certain Deed dated August 25, 2004 and recorded October 13, 2004 in the Office of the Recorder of Deeds in and for Northampton County, Pennsylvania as Instrument No. 2004063002 (the "**Property**"); and

B. Seller desires to sell to Buyer, and Buyer desires to purchase, the Property in accordance with the terms and conditions hereof.

NOW, THEREFORE, in consideration of the covenants contained herein, and intending to be legally bound hereby, Seller and Buyer agree as follows:

1. INCORPORATION. The background recitals above are hereby incorporated into this Agreement by reference as if set forth in full.

2. PURCHASE AND SALE. Seller agrees to sell to Buyer, and Buyer agrees to purchase, the Property, together with all improvements, easements, rights and appurtenances thereon, in accordance with the terms and conditions of this Agreement (the "**Transaction**").

3. PURCHASE PRICE. The purchase price for the Property shall be [redacted]) (the "**Purchase Price**"), which amount shall be paid to Seller as follows:

(a) an earnest money deposit (the "**Earnest Money Deposit**") in the amount of [redacted] shall be delivered to Buyer's attorney, Corkery and Almonti, upon the execution of this Agreement and held in an escrow account pending the disposition thereof in accordance with the terms and conditions of this Agreement;

(b) The Earnest Money Deposit shall be non-refundable to Buyer, except in the event of Seller's default or as otherwise provided hereunder, and shall be delivered to the Title Company (as defined in Section 6 below) and credited against the Purchase Price at Closing (as defined in Section 7 below) or delivered to whichever party is entitled to the receipt thereof as otherwise provided hereunder; and

(c) a check from the Title Company, or immediately available wired funds, at Closing in the sum of [redacted]), plus or minus any applicable adjustments hereunder.

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HANOVER TOWNSHIP

4. **FIXTURES**. All permanent buildings, fixtures, systems, equipment, improvements and landscaping owned by Seller and located on the Property as of the Effective Date shall be conveyed to Buyer as part of the Transaction.

5. **POSSESSION**. Seller shall deliver the Property to Buyer at Closing free and clear of all tenancies of any kind and all parties in possession thereof.

6. **TITLE**. Seller shall transfer the Property to Buyer by a special warranty deed in recordable form, duly executed and acknowledged by Seller (the "**Deed**"), conveying good and marketable fee simple title, insurable at regular rates, pursuant to the standard ALTA Owner's Title Insurance Policy Form with customary endorsements issued by any reputable title insurance company of Buyer's choice authorized to do business in Pennsylvania (the "**Title Company**"), free and clear of all monetary encumbrances and subject only to those easements, restrictions and other nonmonetary encumbrances of record that have not been objected to by Buyer. On or before the date that is thirty (30) days after the Effective Date, Buyer shall provide written notice to Seller ("**Title/Survey Notice**") of any matters affecting or relating to title to the Property, including those disclosed by the title commitment (collectively, the "**Title Objections**"), or shown on the survey which the Buyer may elect to obtain ("the "**Survey Objections**"), which are not satisfactory to Buyer. Within five (5) business days of Seller's receipt of any Title/Survey Notice, Seller shall provide a written response to Buyer (the "**Seller's Response**") stating the extent, if any, to which Seller will undertake to resolve to the reasonable satisfaction of Buyer any Title Objections or Survey Objections. Seller's failure to timely deliver a Seller's Response shall be deemed to be an election by Seller to decline to undertake to cure any such Title Objections or Survey Objections. If Seller declines (or is deemed to have declined) to undertake any obligation to cure any Title Objections and/or Survey Objections, Buyer shall have five (5) business days following the earlier to occur of (i) its receipt of the Seller's Response (which Seller's Response shall be in writing), or (ii) the 5th (fifth) business day after Buyer's delivery of a Title/Survey Notice (if there is no Seller Response) in which to elect, in its sole and absolute discretion to either (a) terminate this Agreement by written notice to Seller, and demand and receive the Earnest Money Deposit, in which event neither party shall thereafter have any further rights, obligations, or liability under this Agreement, except with respect to any obligations which expressly survive the termination of this Agreement, or (b) to continue this Agreement in effect without abatement of the Purchase Price, in which event the Title Objections and/or Survey Objections that Seller has declined (or has been deemed to have declined) to cure shall become permitted exceptions. If Buyer fails to give notice of either its election to terminate or to proceed to Closing within said five (5) business day period, then Buyer shall be deemed to have elected to continue this Agreement in accordance with option "(b)" as aforesaid in this subsection.

7. **CLOSING**. Consummation of the Transaction shall take place on August 31, 2026 unless Buyer and Seller mutually agree on an earlier date. Closing may be conducted by mail or held at such location as determined by mutual agreement of the parties hereto. The costs and expenses of Closing shall be paid as follows:

(a) Taxes and Utilities. Real estate taxes and water, sewer and other current lienable charges, if any, shall be apportioned pro rata between the parties as of the date of Closing based on the taxing periods of the applicable taxing or assessing authorities.

(b) Discharge of Liens. Seller shall be responsible for, and pay all costs in connection with, the discharge of all mortgages, liens and other monetary encumbrances on the Property, including the preparation and recording of any release or satisfaction thereof.

(c) Realty Transfer Tax. Payment for any realty transfer tax arising from the Transaction shall be split evenly between Seller and Buyer.

(d) Title Insurance Fees. Buyer shall be responsible for obtaining and paying for a title search, commitment and insurance policy on the Property from the Title Company.

(e) Deed. Seller shall be responsible for all costs in connection with the preparation, execution and notarization of the Deed. Buyer shall be responsible for all fees to record the Deed.

(f) Attorneys' Fees. Buyer and Seller shall each be responsible for the payment of all fees and costs of their respective legal counsel, if any.

8. DOCUMENTS TO BE DELIVERED AT CLOSING.

(a) Seller's Closing Deliverables. Seller shall deliver the following documents to Buyer at Closing as a condition of Buyer's obligation to complete Closing hereunder:

(i) the Deed, duly executed and acknowledged by Seller;

(ii) an affidavit to the Title Company stating that no work has been performed on the Property for which a mechanics' or materialman's lien could be filed, that there are no tenancies or parties in possession of the Property, that all taxes then due have been paid and such other matters affecting title as the Title Company may reasonably require;

(iii) a non-foreign affidavit dated as of Closing, sworn under penalty of perjury and in form and substance as required under the Treasury Regulations issued pursuant to Section 1445 of the Internal Revenue Code, stating that Seller is not a "foreign person" as defined under thereunder; and

(iv) such other instruments, agreements or documents necessary to effectuate the Transaction and the provisions of this Agreement, or as may be reasonably required by Buyer or the Title Company to effectuate the Transaction and the provisions hereof.

(b) Buyer's Closing Deliverables. Buyer, in addition to the Purchase Price, shall deliver to Seller or the Title Company, as applicable, such other instruments, agreements or documents as may be reasonably necessary to effectuate the Transaction and the provisions hereof.

9. DUE DILIGENCE.

(a) Property Investigations. Beginning on the Effective Date and continuing for a period of forty-five (45) days thereafter (the "**Due Diligence Period**"), Buyer shall have the right (together with its agents, employees, contractors and representatives) to enter upon and access the Property to conduct any appraisal, inspection or investigation thereof, as Buyer deems necessary or desirable, in Buyer's sole and absolute discretion (the "**Property Investigations**"). Buyer shall provide Seller with reasonable prior notice of any entry upon the Property to conduct the Property Investigations, which shall be carried out in a commercially reasonable manner. If Buyer does not proceed to Closing, it shall promptly repair any damage resulting from the Property Investigations and restore the condition of the Property to as reasonably good a condition as existed prior to Buyer's entry thereon, with the exception of normal wear and tear.

(b) Condition of Property. Buyer hereby acknowledges and agrees that, except as expressly provided in this Agreement or any documents to be delivered by Seller at Closing (the "**Closing Documents**"), the purchase of the Property is made on an "AS IS, WHERE IS" CONDITION AND BASIS "WITH ALL FAULTS," LATENT OR PATENT DEFECTS, WITHOUT REPRESENTATIONS AND WARRANTIES OF ANY KIND OR NATURE, EXPRESS, IMPLIED, OR OTHERWISE (EXCEPT AS SPECIFICALLY SET FORTH HEREIN OR WITHIN THE CLOSING DOCUMENTS), INCLUDING ANY REPRESENTATION OR WARRANTY CONCERNING TITLE TO THE PROPERTY, THE PHYSICAL CONDITION OF THE PROPERTY (INCLUDING THE CONDITION OF THE SOIL OR THE IMPROVEMENTS, IF ANY), THE ENVIRONMENTAL CONDITION OF THE PROPERTY (INCLUDING THE PRESENCE OR ABSENCE OF REGULATED SUBSTANCES (AS DEFINED HEREIN) ON, IN, AT, UNDER, MIGRATING TO OR FROM OR OTHERWISE AFFECTING THE PROPERTY), THE COMPLIANCE OF THE PROPERTY WITH APPLICABLE OR FUTURE LAWS AND REGULATIONS (INCLUDING ZONING AND BUILDING CODES OR THE STATUS OF DEVELOPMENT OR USE RIGHTS RESPECTING THE PROPERTY). EXCEPT AS TO MATTERS SPECIFICALLY SET FORTH IN THE AGREEMENT BUYER WILL PURCHASE THE PROPERTY SOLELY ON THE BASIS OF ITS OWN EXAMINATIONS, REVIEWS AND INSPECTIONS AND THE TITLE INSURANCE PROTECTION AFFORDED BY ITS TITLE POLICY.

FURTHER, AND WITH THE EXCEPTION OF CLAIMS BASED ON BREACH OF SELLER'S REPRESENTATIONS AND WARRANTIES EXPRESSLY PROVIDED IN THIS AGREEMENT, BUYER, FOR BUYER AND BUYER'S SUCCESSORS AND ASSIGNS, HEREBY RELEASES SELLER FROM, AND WAIVES, ANY AND ALL CLAIMS AND LIABILITIES AGAINST SELLER FOR, RELATED TO, OR IN CONNECTION WITH, ANY ENVIRONMENTAL OR PHYSICAL CONDITION AT THE PROPERTY (OR THE PRESENCE OF ANY MATTER OR SUBSTANCE RELATING TO THE ENVIRONMENTAL CONDITION OF THE PROPERTY), INCLUDING, BUT NOT LIMITED TO, CLAIMS AND/OR LIABILITIES RELATING TO (IN ANY MANNER WHATSOEVER) ANY REGULATED SUBSTANCES (AS DEFINED HEREIN) LOCATED IN, AT, ABOUT OR UNDER THE PROPERTY, OR FOR ANY AND ALL CLAIMS OR CAUSES OF ACTION (ACTUAL OR THREATENED) BASED UPON, IN CONNECTION WITH, OR ARISING OUT OF ANY CLAIM OR CAUSE OF ACTION UNDER ANY ENVIRONMENTAL LAWS OR

RELATED TO ENVIRONMENTAL MATTERS OR LIABILITY WITH RESPECT TO, OR AFFECTING, THE PROPERTY. UPON CLOSING, BUYER SHALL ASSUME THE RISK THAT ADVERSE MATTERS, INCLUDING BUT NOT LIMITED TO, CONSTRUCTION DEFECTS AND ADVERSE LEGAL, PHYSICAL AND/OR ENVIRONMENTAL CONDITIONS, MAY NOT HAVE BEEN REVEALED BY BUYER'S PROPERTY INVESTIGATIONS, AND BUYER, UPON CLOSING, SHALL BE DEEMED TO HAVE WAIVED, RELINQUISHED AND RELEASED SELLER FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION (INCLUDING CAUSES OF ACTION IN TORT), LOSSES, DAMAGES, LIABILITIES, COSTS AND EXPENSES (INCLUDING ATTORNEYS' FEES AND COURT COSTS) OF ANY AND EVERY KIND OR CHARACTER, KNOWN OR UNKNOWN, WHICH BUYER MIGHT HAVE ASSERTED OR ALLEGED AGAINST SELLER, AT ANY TIME BY REASON OF OR ARISING OUT OF ANY LATENT OR PATENT CONSTRUCTION DEFECTS OR PHYSICAL CONDITIONS, VIOLATIONS OF ANY APPLICABLE LAWS (INCLUDING, WITHOUT LIMITATION, ANY ENVIRONMENTAL LAWS) AND ANY AND ALL OTHER ACTS, OMISSIONS, EVENTS, CIRCUMSTANCES OR MATTERS REGARDING THE PROPERTY WITH THE EXCEPTION OF CLAIMS BASED ON BREACH OF SELLER'S EXPRESS REPRESENTATIONS AND WARRANTIES IN SECTION 12 HEREIN.

SELLER SHALL NOT BE OBLIGATED TO CONDUCT ANY INQUIRY OR INVESTIGATION REGARDING THE CONDITION OF THE PROPERTY IN CONNECTION WITH THIS AGREEMENT. THE PROVISIONS OF THIS SECTION SHALL SURVIVE CLOSING OR THE EARLIER TERMINATION OF THIS AGREEMENT.

10. RISK OF LOSS. From the Effective Date until Closing, Seller shall bear the risk of any loss to the Property. Seller, at its expense, shall maintain hazard insurance on the Property until Closing. In the event of any material damage to the Property prior to Closing, Buyer may either (a) terminate this Agreement by written notice thereof to Seller, whereupon the Earnest Money Deposit shall be promptly returned to Buyer and this Agreement shall be terminated, and neither party shall have any further obligation or liability to the other hereunder, except for those obligations that expressly survive the termination hereof, or (b) proceed to Closing hereunder, at which time any disbursement of insurance proceeds for the damage in question shall be applied against the Purchase Price or assigned to Buyer, if not yet disbursed.

11. EMINENT DOMAIN. Should Seller receive any notice of condemnation proceedings, or other such eminent domain proceedings, Seller shall promptly send a copy of such notice to Buyer, and Buyer may either (a) terminate this Agreement by written notice thereof to Seller, whereupon the Earnest Money Deposit shall be promptly returned to Buyer and this Agreement shall be terminated, and neither party shall have any further obligation or liability to the other hereunder, except for those obligations that expressly survive the termination hereof, or (b) proceed to Closing in accordance with this Agreement, at which time the proceeds of any condemnation award paid between the Effective Date and Closing shall be paid to Buyer, and all unpaid claims and rights in connection with any taking, shall be assigned to Buyer at Closing.

12. SELLER'S REPRESENTATIONS AND WARRANTIES. Seller represents and warrants, to Seller's actual knowledge without any duty to investigate, to Buyer the following, which shall be true and correct as of the Effective Date and as of the date of Closing:

(a) Title. Seller owns legal fee simple title to the Property.

(b) Authority. Seller has the power and authority to execute and deliver this Agreement, and each document or instrument to be delivered in connection with Closing or as required hereunder, and to perform its obligations hereunder.

(c) No Conflicts. Neither the execution of this Agreement, nor the consummation of the Transaction, will conflict with or breach the terms of any other agreement or instrument to which Seller is a party, or otherwise violate any other restrictions to which Seller may be subject.

(d) Encumbrances. Seller represents that there has been no work performed on the Property within the last six (6) months for which a mechanics' lien could be filed.

(e) Condemnation. Seller has not received written notice and has no knowledge of any pending or threatened condemnation proceedings affecting the Property or any part thereof.

(f) Litigation. Seller has not received written notice and has no knowledge of any pending or threatened litigation or legal proceedings affecting, or which may affect, the Property.

(g) Violations. Seller has not received written notice and has no knowledge of any violation from any governmental authority in connection with the Property or Seller's use of the Property that has not been fully cured.

(h) Inspections. Seller has not received written notice and has no knowledge of any inspection required by any jurisdictional agency prior to its conveyance of the Property.

(i) Consents. No consent, approval, waiver or authorization of any governmental authority or other person or entity is required in connection with the execution, delivery and performance by Seller of this Agreement or the Transaction, or the taking by Seller of any other action contemplated hereunder.

(j) Bulk Sale. The conveyance of the Property shall not constitute a "bulk sale" under the applicable laws, statutes and regulations of the Commonwealth of Pennsylvania.

13. SELLER'S ADDITIONAL COVENANTS. After the Effective Date, Seller shall:

(a) not grant or voluntarily permit any easements on the Property, or otherwise voluntarily encumber title thereto;

(b) not request any change in the zoning classification of the Property or other restriction in the lawful use thereof under any zoning, land use or similar ordinance, statute or regulation;

(c) maintain the Property in substantially the same condition as existing on the Effective Date, reasonable wear and tear excepted, making all necessary repairs and maintaining all fixtures and improvements, as applicable; and

(d) discharge and hold Buyer harmless from and against any liens filed against the Property after the Effective Date in connection with events occurring prior to Closing.

(e) Contracts. On or before Closing, Seller shall terminate all contracts relating to the Property, including, without limitation, all contracts in effect with any third party for the management or operation of the Property (other than any agreement entered into by Buyer); provided, however, if Buyer wishes to take an assignment of any of such contracts, Buyer shall identify those contracts to Seller by written notice delivered to Seller no later than ten (10) days prior to Closing. If Buyer elects to take an assignment of any contracts relating to the Property, Seller shall assign such contracts to Buyer at Closing to the extent the same are assignable or the other party to the applicable contract has consented to such assignment.

14. DISCLOSURES.

(a) Zoning. The Property is currently zoned PIBD – Planned Industrial/Business Park District.

(b) Water and Sewer. The Property is currently served by public water and sewer systems.

15. BUYER'S CONDITIONS PRECEDENT. Buyer's obligation to proceed to Closing and purchase the Property in accordance with this Agreement shall be subject to the satisfaction or waiver by Buyer of each of the following conditions (collectively, "**Buyer's Contingencies**"):

(a) Seller's timely performance of all of its obligations and covenants, and the delivery of all required documents, in accordance with this Agreement;

(b) Buyer's election not to terminate this Agreement pursuant to Section 6 above.

Buyer's Contingencies are solely for the benefit of Buyer. If any of Buyer's Contingencies are not timely satisfied, Buyer will have the right either to waive any of them in writing and proceed with the Transaction or to terminate this Agreement by written notice thereof to Seller. If Buyer elects to terminate this Agreement, neither party will have any further right or obligation hereunder, except for those provisions expressly surviving the termination of this Agreement or for a breach of this Agreement occurring prior to termination.

16. BROKERS. Each party represents and warrants to the other that it has not contracted with any real estate broker or similar person with respect to this Agreement, and that no brokerage commission is due to anyone in connection with this sale, except Binswanger ("**Seller's Broker**") and Howard Hanna The Frederick Group ("**Buyer's Broker**"). Seller shall be responsible for paying any brokerage commission owing to the Seller's Broker and Buyer's Broker pursuant to a separate agreement.

Any party violating this representation and warranty shall indemnify and hold the other party harmless against any reasonable expenses, including attorneys' fees, incurred as a result of such violation. The provisions of this Section 16 shall survive Closing or the earlier termination of this Agreement.

17. SURVIVAL AND INDEMNIFICATION. The representations, warranties, covenants and agreements set forth in this Agreement shall survive Closing or the earlier termination of this Agreement for a period of six (6) months. Buyer and Seller agree that Buyer shall not have the right to seek any indemnification by Seller after Closing for a breach of a representation or warranty that Buyer knew was not true and correct.

18. DEFAULT AND REMEDIES.

(a) Buyer's Default. If Buyer fails to settle, though required to do so in accordance with the provisions of this Agreement, Buyer's liability for such failure to settle is expressly limited to its forfeiture of the Earnest Money Deposit paid, and any interest earned thereon, the payment and distribution of which to Seller shall constitute liquidated damages and shall be Seller's sole and exclusive remedy against Buyer for such default, and Buyer shall have no further liability or obligation to Seller hereunder.

SELLER AND BUYER HAVE DETERMINED AND AGREED THAT IT WOULD BE IMPRACTICAL OR EXTREMELY DIFFICULT TO FIX THE ACTUAL DAMAGES TO SELLER OCCURRING IN THE EVENT OF BUYER'S DEFAULT UNDER THIS AGREEMENT. THE PARTIES AGREE THAT A REASONABLE ESTIMATE OF THE DAMAGES IS AN AMOUNT EQUAL TO THE EARNEST MONEY DEPOSIT. IN THE EVENT OF BUYER'S DEFAULT, BUYER AND SELLER AGREE THAT SELLER SHALL RECEIVE AND RETAIN, AS ITS SOLE REMEDY, LIQUIDATED DAMAGES IN THE SUM OF THE EARNEST MONEY DEPOSIT. THE PAYMENT AND RETENTION OF SUCH AMOUNT, AS LIQUIDATED DAMAGES, IS NOT INTENDED AS A FORFEITURE OR PENALTY WITHIN THE MEANING OF ANY APPLICABLE STATE LAW BUT IS INTENDED TO CONSTITUTE LIQUIDATED DAMAGES TO SELLER PURSUANT TO ANY SUCH APPLICABLE STATE LAW.

INITIALS: _____ BUYER _____ SELLER

16. **BROKERS.** Each party represents and warrants to the other that it has not contracted with any real estate broker or similar person with respect to this Agreement, and that no brokerage commission is due to anyone in connection with this sale, except Binswanger ("**Seller's Broker**") and Howard Hanna The Frederick Group ("**Buyer's Broker**"). Seller shall be responsible for paying any brokerage commission owing to the Seller's Broker and Buyer's Broker pursuant to a separate agreement.

Any party violating this representation and warranty shall indemnify and hold the other party harmless against any reasonable expenses, including attorneys' fees, incurred as a result of such violation. The provisions of this Section 16 shall survive Closing or the earlier termination of this Agreement.

17. **SURVIVAL AND INDEMNIFICATION.** The representations, warranties, covenants and agreements set forth in this Agreement shall survive Closing or the earlier termination of this Agreement for a period of six (6) months. Buyer and Seller agree that Buyer shall not have the right to seek any indemnification by Seller after Closing for a breach of a representation or warranty that Buyer knew was not true and correct.

18. **DEFAULT AND REMEDIES.**

(a) Buyer's Default. If Buyer fails to settle, though required to do so in accordance with the provisions of this Agreement, Buyer's liability for such failure to settle is expressly limited to its forfeiture of the Earnest Money Deposit paid, and any interest earned thereon, the payment and distribution of which to Seller shall constitute liquidated damages and shall be Seller's sole and exclusive remedy against Buyer for such default, and Buyer shall have no further liability or obligation to Seller hereunder.

SELLER AND BUYER HAVE DETERMINED AND AGREED THAT IT WOULD BE IMPRACTICAL OR EXTREMELY DIFFICULT TO FIX THE ACTUAL DAMAGES TO SELLER OCCURRING IN THE EVENT OF BUYER'S DEFAULT UNDER THIS AGREEMENT. THE PARTIES AGREE THAT A REASONABLE ESTIMATE OF THE DAMAGES IS AN AMOUNT EQUAL TO THE EARNEST MONEY DEPOSIT. IN THE EVENT OF BUYER'S DEFAULT, BUYER AND SELLER AGREE THAT SELLER SHALL RECEIVE AND RETAIN, AS ITS SOLE REMEDY, LIQUIDATED DAMAGES IN THE SUM OF THE EARNEST MONEY DEPOSIT. THE PAYMENT AND RETENTION OF SUCH AMOUNT, AS LIQUIDATED DAMAGES, IS NOT INTENDED AS A FORFEITURE OR PENALTY WITHIN THE MEANING OF ANY APPLICABLE STATE LAW BUT IS INTENDED TO CONSTITUTE LIQUIDATED DAMAGES TO SELLER PURSUANT TO ANY SUCH APPLICABLE STATE LAW.

INITIALS: _____ _____

BUYER SELLER

(b) Seller's Default. If Seller continues to be in default of any provision hereunder after written notice thereof, with ten (10) days' right to cure, Buyer shall have the right to seek specific performance against Seller or to terminate this Agreement and receive back the Earnest Money Deposit, and any interest earned thereon.

(c) No Waiver. No waiver by either party of the breach of any provision hereof shall be deemed to constitute a waiver of any continuing or subsequent breach of such provision or any other provision in this Agreement. Except as otherwise provided hereunder, the rights and remedies expressly granted in this Agreement shall be cumulative.

19. NOTICES. All notices, demands or other communications required or permitted to be given hereunder shall, except as otherwise expressly set forth herein to the contrary, be in writing and given by e-mail, personal delivery or certified mail, return receipt requested, or by Federal Express or other recognized overnight courier requiring a receipt upon delivery, and addressed as follows:

If to Seller: JJLH Associates, LTD.
4437 Street Road
Trevose, PA 19053
Attn: David G. Oyler
Phone: (215) 364-3980
E-mail: doyler@faulknertobesure.com

With copy to: McNees Wallace & Nurick LLC
100 Pine Street
P.O. Box 1166
Harrisburg, PA 17108-1166
Attn: Amy Capobianco Marsar, Esq.
Phone: (717) 237-5415
E-mail: acapobianco@mcneeslaw.com

If to Buyer: Imperium Capital Partners, LLC
708 North 18th StreetAllentown, PA 18104Attn: Ali Nasser
Phone: (484) 787-8594
E-mail: ahn@autoproved.com

With copy to: Corkery and Almonti
352 Fifth Street – Suite AWhitehall, PA 18052Attn: Angelo T. Almonti, Esq
Phone: (610) 437-9867
E-mail: info@angelo-almonti.com

Either party, by written notice to the other, may direct that future notices and demands be sent to a different address. A notice shall be deemed given on the date it is delivered to the intended recipient, as acknowledged by a receipt signed by the recipient or, if such delivery is refused, on the date of refusal.

20. MISCELLANEOUS.

(a) Binding Effect. This Agreement shall be binding upon and inure to the benefit of Seller and Buyer, and their respective heirs, successors and assigns.

(b) Entire Agreement. This Agreement is the entire agreement between Seller and Buyer and encompasses all matters agreed upon or understood in the Transaction, except as otherwise provided hereunder. Other than as expressly set forth in this Agreement, there are no other terms, conditions, understandings, obligations, covenants, representations or statements, oral or written, of any kind whatsoever between the parties hereto.

(c) Amendment. This Agreement may not be amended, modified, superseded, renewed or extended, nor may any term or condition hereof be waived, except by a written instrument or document signed by all parties hereto or, in the case of a waiver, signed by the waiving party.

(d) Assignment. This Agreement shall not be assigned by Buyer without the prior written consent of Seller.

(e) Survival. Notwithstanding any presumption to the contrary, all covenants, conditions and representations contained in this Agreement, which by their nature impliedly or expressly require performance in any part after Closing or in such manner that cannot be ascertained to have been fully performed until after Closing, shall survive Closing.

(f) Cooperation of Parties. Seller and Buyer agree that if one party requires the cooperation of the other party to carry out any provision of this Agreement, the other party shall reasonably cooperate to execute documents and do such things as may be requested for assistance, but in no event shall either party be required to incur any expense in connection with fulfilling any such request, except as otherwise expressly set forth hereunder. The parties agree not to take any action that would tend to result in any governmental approval or permit being withheld or denied.

(g) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, without regard to conflicts of law principles.

(h) Severability. This Agreement shall be deemed to be severable, so that if any provision hereof shall be determined by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions hereof shall continue to remain valid and enforceable in accordance with their terms.

(i) Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original as against any party whose signature appears thereon, and all of which shall together constitute one and the same instrument. The parties hereto consent to the electronic transmission of signatures by e-mail or similar means for the execution of this Agreement.

(j) No Recording. This Agreement shall not be recorded.

(k) Construction. Wherever the context of this Agreement so requires, the singular shall be substituted for the plural and vice versa. The parties acknowledge that each has been represented by legal counsel in negotiating this Agreement, or has had the opportunity to be so represented, and that they intend for the provisions of this Agreement not to be interpreted or construed against either party due to the fact that such party may have been responsible for the drafting of this Agreement.

(l) Dates. Should any date or deadline calculated herein fall on a Saturday, Sunday or legal holiday, then such date or deadline shall be extended to the next business day.

(m) Confidentiality. Seller and Buyer and their respective representatives shall keep the terms and provisions of this Agreement, the Property Documentation provided by Seller to Buyer and the transactions contemplated hereby confidential, and shall not disclose the same to others; provided, however, that it is understood and agreed that Seller and Buyer may disclose such data and information to their respective directors, officers, agents, advisors, employees or other representatives (including, without limitation, lenders, prospective lenders, new vehicle manufacturers and/or franchisors, consultants, accountants, attorneys, contractors, subcontractors, title companies, surveyors, prospective investors or investors and prospective permitted assignees) who need to know such information in connection with the Property.

21. LIKE KIND EXCHANGE.

(a) By Buyer. Seller acknowledges that Buyer may wish to engage in a forward deferred exchange or a reverse exchange utilizing a qualified intermediary ("**QI**") or an exchange accommodation titleholder ("**EAT**") pursuant to Section 1031 of the Internal Revenue Code of 1986, as amended, and applicable regulations, revenue procedure rulings, and other guidance thereunder (an "**Exchange**"). Notwithstanding anything in this Agreement to the contrary, if Buyer wishes to engage in an Exchange, Seller hereby (i) consents to the assignment by Buyer of Buyer's rights under this Agreement to a QI and/or an EAT in order to facilitate such Exchange, and (ii) agrees to timely execute any and all documents necessary to consummate such Exchange, so long as Seller incurs no additional cost or expense in connection therewith. Buyer hereby acknowledges that Seller's cooperation with the Exchange does not constitute any representation or warranty by Seller regarding the validity or efficacy of the Exchange, nor shall Seller be responsible for the income tax consequences of the Exchange, or for the failure to effectuate an Exchange, so long as Seller timely cooperates with any such Exchange as provided herein. Buyer shall indemnify and hold Seller harmless from and against any additional realty transfer taxes assessed as a result of an Exchange by Buyer. The provisions of this Paragraph 21(a) shall survive the Closing.

(b) By Seller. Buyer acknowledges that Seller may wish to engage in an Exchange utilizing a QI or EAT. Notwithstanding anything in this Agreement to the contrary, if Seller wishes to engage in an Exchange, Buyer hereby (i) consents to the assignment by Seller of Seller's rights under this Agreement to a QI and/or an EAT in order to facilitate such Exchange, and (ii) agrees to timely execute any and all documents necessary to consummate such Exchange, so long as Buyer incurs no additional cost or expense in connection therewith. Seller hereby acknowledges that Buyer's cooperation with the Exchange does not constitute any representation or warranty by Buyer regarding the validity or efficacy of the Exchange, nor shall Buyer be responsible for the income tax consequences of the Exchange, or for the failure to effectuate an Exchange, so long as Buyer timely cooperates with any such Exchange as provided herein. Seller shall indemnify and hold Buyer harmless from and against any additional realty transfer taxes assessed as a result of an Exchange by Seller. The provisions of this Paragraph 21(b) shall survive the Closing.

23. FINANCING CONTINGENCY. As soon as practicable after the Effective Date, Buyer shall, in good faith, apply to one or more lenders for financing for an amount not to exceed Two Million Eight Hundred Thousand Dollars ($2,800,000.00) with a minimum amortization of twenty (20) years and a maximum interest rate of seven and one half (7.5%) percent. If Buyer does not receive a written commitment for such financing within forty-five (45) days after the Effective Date (the "**Financing Contingency Period**"), then on or before the expiration of the Financing Contingency Period, Buyer may terminate this Agreement by providing written notice to Seller prior to the expiration of the Financing Contingency Period, whereupon this Agreement shall be deemed terminated as of the date of such notice, the Earnest Money Deposit shall be promptly returned to Buyer without demand, and neither party shall have any further obligation or liability to the other hereunder, except for those obligations that expressly survive termination of this Agreement. If Buyer does not terminate this Agreement prior to the expiration of the Financing Contingency Period, the foregoing contingency shall be deemed waived.

[*Signature page follows.*]

IN WITNESS WHEREOF, Seller and Buyer have executed this Agreement of Sale on the day and year first written above.

SELLER:
JJLH ASSOCIATES, LTD., a Pennsylvania limited partnership

By: HF Management LLC, its General Partner

By:_____
Name:
Title:

BUYER:
IMPERIUM CAPITAL PARTNERS, LLC, a Pennsylvania limited liability company

By:_____
Name:
Title:

IN WITNESS WHEREOF, Seller and Buyer have executed this Agreement of Sale on the day and year first written above.

SELLER:
JJLH ASSOCIATES, LTD., a Pennsylvania limited partnership

By: HF Management LLC, its General Partner

By:_____
Name:
Title:

BUYER:
IMPERIUM CAPITAL PARTNERS, LLC, a Pennsylvania limited liability company

By:_____
Name: JOSEPH
Title: MEMBER

FIRST AMENDMENT TO AGREEMENT OF SALE

THIS FIRST AMENDMENT TO AGREEMENT OF SALE (this "**Amendment**") is made this 2 day of July, 2026 by and between **JJLH ASSOCIATES, LTD.**, a Pennsylvania limited partnership ("**Seller**"), and **IMPERIUM CAPITAL PARTNERS, LLC**, a Pennsylvania limited liability company ("**Buyer**").

BACKGROUND:

A. Pursuant to that certain Agreement of Sale, dated June 26, 2026, by and between Seller and Buyer (the "**Agreement**"), Seller agreed to sell to Buyer, and Buyer agreed to purchase from Seller, that certain parcel of real property located at 330 Stoke Park Road, Hanover Township, Northampton County, Pennsylvania, being more particularly described in the Agreement and identified as the "**Property**."

B. Section 3 of the Agreement provides that the Purchase Price is Three Million Seven Hundred Fifty Thousand Dollars ($3,750,000.00).

C. Buyer and Seller now desire to amend the Agreement to confirm the parties' agreement that the Purchase Price should be Three Million Seven Hundred Twenty-Five Thousand Dollars ($3,725,000.00).

NOW, THEREFORE, in consideration of the continuation of the Agreement and other good and valuable consideration, the sufficiency of which is hereby acknowledged, and intending to be legally bound, Seller and Buyer agree as follows:

1. **Recitals; Defined Terms**. The Background section is incorporated herein as if set forth in full. Capitalized terms not defined herein shall have the meanings set forth in the Agreement.

2. **Purchase Price**. Section 3 of the Agreement is hereby amended to provide that the Purchase Price is Three Million Seven Hundred Twenty-Five Thousand Dollars ($3,725,000.00).

3. **Continuation of Agreement**. Except as expressly modified and amended hereby, the Agreement shall continue in full force and effect on the terms and conditions contained therein. This Amendment shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and assigns.

4. **Counterparts**. This Amendment may be executed in one or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts has been signed by each of the parties and delivered. Facsimile signatures and signatures delivered by email transmission shall be considered originals for purposes of this Amendment.

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

SELLER:
JJLH ASSOCIATES, LTD., a Pennsylvania limited partnership

By: HF Management LLC, its General Partner

By:_____
Name:
Title:

BUYER:
IMPERIUM CAPITAL PARTNERS, LLC, a Pennsylvania limited liability company

By:_____
Name:
Title:

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

SELLER:
JJLH ASSOCIATES, LTD., a Pennsylvania limited partnership

By: HF Management LLC, its General Partner

By:_____
Name:
Title:

BUYER:
IMPERIUM CAPITAL PARTNERS, LLC, a Pennsylvania limited liability company

By:
Name:
Title:

SECOND AMENDMENT TO AGREEMENT OF SALE

THIS SECOND AMENDMENT TO AGREEMENT OF SALE (this "**Amendment**") is made this 4th day of August, 2026 by and between **JJLH ASSOCIATES, LTD.**, a Pennsylvania limited partnership ("**Seller**"), and **IMPERIUM CAPITAL PARTNERS, LLC**, a Pennsylvania limited liability company ("**Buyer**").

BACKGROUND:

A. Pursuant to that certain Agreement of Sale, dated June 26, 2026, by and between Seller and Buyer (the "**Agreement**"), Seller agreed to sell to Buyer, and Buyer agreed to purchase from Seller, that certain parcel of real property located at 330 Stoke Park Road, Hanover Township, Northampton County, Pennsylvania, being more particularly described in the Agreement and identified as the "**Property**."

B. Seller and Buyer entered into a First Amendment to Agreement of Sale, dated June 26, 2026, and amended the Agreement to confirm the parties' agreement that the Purchase Price should be $3,725,000.00.

C. Section 7 of the Agreement provides that the Closing shall take place on August 31, 2026, unless Buyer and Seller mutually agree on an earlier date.

D. Buyer and Seller now desire to further amend the Agreement to confirm the parties' agreement that the date for Closing shall be extended from August 31, 2026, to October 30, 2026, unless Buyer and Seller mutually agree on an earlier date.

NOW, THEREFORE, in consideration of the continuation of the Agreement and other good and valuable consideration, the sufficiency of which is hereby acknowledged, and intending to be legally bound, Seller and Buyer agree as follows:

1. **Recitals; Defined Terms**. The Background section is incorporated herein as if set forth in full. Capitalized terms not defined herein shall have the meanings set forth in the Agreement.

2. **Closing**. Section 7 of the Agreement is hereby amended to provide that Closing shall take place on October 30, 2026, unless Buyer and Seller mutually agree on an earlier date.

3. **Continuation of Agreement**. Except as expressly modified and amended hereby, the Agreement shall continue in full force and effect on the terms and conditions contained therein. This Amendment shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and assigns.

4. **Counterparts**. This Amendment may be executed in one or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts has been signed by each of the parties and delivered. Facsimile signatures and signatures delivered by email transmission shall be considered originals for purposes of this Amendment.

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

SELLER:
JJLH ASSOCIATES, LTD., a Pennsylvania limited partnership

By: HF Management LLC, its General Partner

By:_____
Name: Henry Faulkner IV
Title: Manager

BUYER:
IMPERIUM CAPITAL PARTNERS, LLC, a Pennsylvania limited liability company

By:_____
Name:
Title:

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

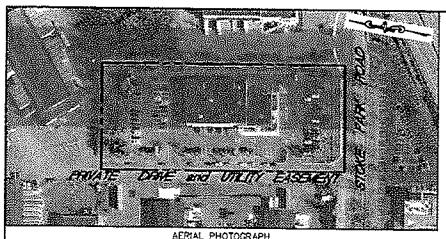
SELLER:
JJLH ASSOCIATES, LTD., a Pennsylvania limited partnership

By: HF Management LLC, its General Partner

By:_____
Name:
Title:

BUYER:
IMPERIUM CAPITAL PARTNERS, LLC, a Pennsylvania limited liability company

By:_____
Name: [illegible]
Title: MEMBER



AERIAL PHOTOGRAPH
SCALE: 1"=100'
SOURCE: FEMA 2020-2021 0.3 FOOT ORTHOIMAGERY, NORTHAMPTON COUNTY ORTHOPHOTO GEODIFF FILE 3380762DFAS

BOUNDARY AND TOPOGRAPHIC SURVEY NOTES

1. THE PROPERTY BOUNDARY DEPICTED HEREON IS BASED ON A PRIOR DEVELOPMENT PLAN SET [illegible]
2. THE EXISTING BUILDING DEPICTED HEREON IS BASED ON [illegible] OBTAINED FROM LVEC DIGITAL [illegible] REVIEW OF THE NORTHAMPTON COUNTY [illegible]
3. ALL BUILDINGS, AND SURFACE AND SUBSURFACE IMPROVEMENTS ON ADJACENT PARCELS [illegible]
4. THE LOCATIONS OF UNDERGROUND UTILITIES AS SHOWN HEREON ARE BASED ON [illegible] UNDERGROUND STRUCTURES MAY VARY FROM LOCATIONS SHOWN HEREON. ADDITIONAL BURIED UTILITIES/STRUCTURES MAY BE ENCOUNTERED. NO EXCAVATION WORK WAS DONE TO LOCATE BURIED UTILITIES/STRUCTURES. BEFORE ANY [illegible]
5. SOME PLATTED UTILITY STRUCTURE SERVICES TO THE SUBJECT PARCEL ARE INDICATED ON THIS PLAN. SOME LOCATIONS ARE NOT INTENDED TO BE A COMPLETE REPRESENTATION OF [illegible]
6. SURFACE EXISTING FEATURES ARE [illegible] FROM FIELD DOCUMENTS (I.E., FIELDNOTES, BURIED UTILITY FIELDS, ETC.) OBTAINED [illegible] EARTH PROFESSIONAL STREET VIEW DEPICTS TO "REFERENCE DOCUMENTS", A NEW OR AS-BUILT SURVEY HAS NOT BEEN PERFORMED.
7. THE SEASONAL LOCATIONS OF UTILITY SERVICE LINES TO THE PROPERTY SURVEYED [illegible]
8. ALL EASEMENTS OBTAINED FROM RECORD DRAWINGS DEPICTS TO "REFERENCE DOCUMENTS".
9. TOPOGRAPHY OBTAINED FROM RECORD DRAWINGS DEPICTS TO "REFERENCE DOCUMENTS", AND SUPPLEMENTED BY FIELD OBSERVATIONS. A NEW OR AS-BUILT SURVEY HAS NOT BEEN PERFORMED.
10. SUBSURFACE, ENVIRONMENTAL, GEOGRAPHICAL AND ARCHEOLOGICAL CONDITIONS WERE NOT EXAMINED OR CONSIDERED AS A PART OF THIS PROJECT. NO STATEMENT IS MADE [illegible]
11. THE LOCATIONS OF UTILITIES UNDERGROUND OR OVERHEAD SHOWN, INCLUDING FIXTURES THAT MAY EXIST, ARE BASED ON FIELD OBSERVATIONS.
12. THIS PLAN WAS PREPARED WITHOUT THE BENEFIT OF A TITLE REPORT. THIS PROPERTY MAY BE SUBJECT TO RESTRICTIONS, COVENANTS AND/OR EASEMENTS, WRITTEN OR IMPLIED.
13. THE WORD "SURVEY OR CERTIFICATE" AS SHOWN AND USED HEREON MEANS AN ESTIMATE OF A PROPERTY BOUNDARY BASED ACCORDING TO THE PLATS OF THE SURVEY AND DOES NOT CONSTITUTE A WARRANTY OR GUARANTEE, EXPRESS OR IMPLIED.
14. VERIFY ALL EXISTING CONDITIONS PRIOR TO ANY CONSTRUCTION.

NATURAL FEATURE NOTES

1. THERE ARE NO EXISTING STREAMS, LAKES OR FLOOD PLAINS PRESENT ON SITE.
2. THERE ARE NO WETLANDS, FOOD WORKS CONTAINED ON THE SURVEYED SITE.
3. THERE ARE NO ROCK OUTCROPS, STONE FIELDS, OR SINKHOLES ON SITE.

WETLANDS NOTE

A REVIEW OF THE US FISH AND WILDLIFE SERVICE'S "NATIONAL WETLANDS INVENTORY MAPPER" ON 8/19/2026 INDICATES THAT THERE ARE NO MEANDERED WETLANDS UPON THIS PROPERTY.

100 YEAR FLOODPLAIN NOTE

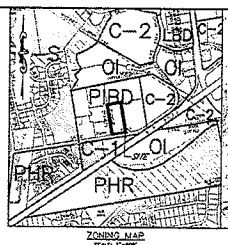
A REVIEW OF THE FEMA MAP, MAP NO. 42095C0292E, EFFECTIVE 7/18/2014, INDICATES THAT THERE IS NO 100 YEAR FLOOD PLAIN UPON THIS PROPERTY.

SIGNAGE NOTE

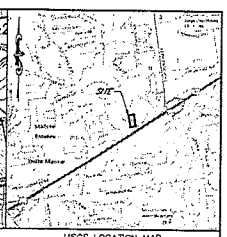
THE OWNER/APPL WILL MAKE NECESSARY APPLICATION FOR SIGNAGE UNDER A SEPARATE SUBMISSION.

REFERENCE DOCUMENTS

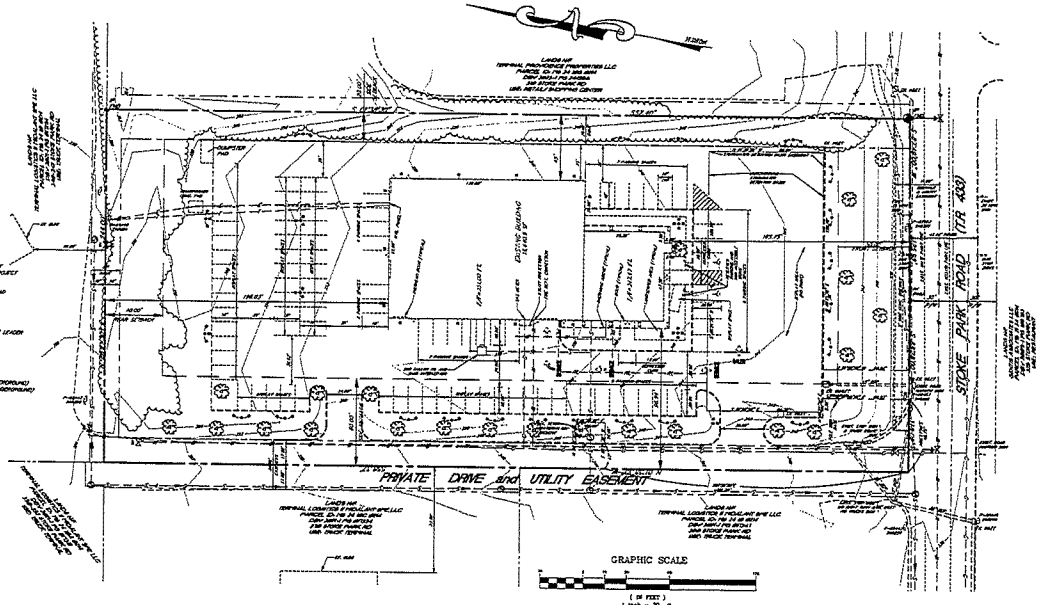
1. DEED OF THE PROPERTY, AS RECORDED IN THE NORTHAMPTON COUNTY RECORDER OF DEEDS OFFICE AS INSTRUMENT # 2004043002 (BOOK 2004-1 PAGE 267173)
2. SUBDIVISION AND LAND DEVELOPMENT PLAN SET FOR "FOUNDER SUBDIVISION" CONTAINING 9 SHEETS, PREPARED BY BASE ENGINEERING INC. DATED 12/22/2003 AND LAST REVISED [illegible]
3. FEMA 2020-2021, 0.3 FOOT ORTHOIMAGERY, NORTHAMPTON COUNTY ORTHOPHOTO GEODIFF FILE 3380762DFAS
4. GOOGLE EARTH PROFESSIONAL, AERIAL PHOTOGRAPHY DATED 1/9/2023 AND 3/1/2023 AND STREETVIEWS DATED 7/2021 (AS DOWNLOADED 8/19/2026)



ZONING MAP
SCALE: 1"=800'
SOURCE: ZONING MAP FOR HANOVER TOWNSHIP



USGS LOCATION MAP
SCALE: 1"=2000'
SOURCE: USGS EASTON, PA QUAD, MAP OF 2022



LEGEND

- BENCHMARK
- TOP NUT OF HYDRANT
- ELEV = 240.00 (ASSUMED)
- PROPERTY LINE
- ADJACENT PROPERTY LINE
- ROW LINE (TENANT)
- BUILDING RESTRICTION LINE
- EXISTING BUILDING - PROJECT
- EXISTING BUILDING - NON-PROJECT
- EXISTING CURB
- EXISTING EDGE OF PAVE
- EXISTING CONCRETE
- EXISTING PAVEMENT
- EXISTING SIGN
- EXISTING STORMWATER PIPE
- EXISTING STORMWATER INLET
- EXISTING UNDERGROUND ROOF LEADER
- EXISTING SANITARY LINE
- EXISTING SANITARY MANHOLE
- EXISTING GAS LINE
- EXISTING GAS VALVE
- EXISTING POLE
- EXISTING ELECTRIC LINE (UNDERGROUND)
- EXISTING TELEPHONE LINE (UNDERGROUND)
- EXISTING WATER LINE
- EXISTING WATER VALVE
- EXISTING FIRE HYDRANT
- EXISTING TREELINE
- EXISTING DECIDUOUS TREES
- EXISTING SITE LIGHTS
- EXISTING CONTOUR

SITE DATA

ADDRESS:	330 STOKE PARK RD, BETHLEHEM, PA 18017	
TOTAL AREAS:	134,306 S.F. OR 3.0398 ACRES	
PARCEL ID:	MB 24.1OF.0216	
DEED:	DBV 2004-1, PAGE 267173	
WATER:	PUBLIC	
SEWER:	PUBLIC	
MUNICIPALITY:	HANOVER TOWNSHIP, NORTHAMPTON COUNTY	
ZONING:	PLANNED INDUSTRIAL/ BUSINESS PARK DISTRICT (PIBD)	
EXISTING USE:	AUTOMOBILE & LIGHT TRUCK SALES AND SERVICE	
PROPOSED USE:	AUTOMOBILE & LIGHT TRUCK SALES AND SERVICE	
	REQUIRED	EXISTING
MINIMUM LOT AREA	3 ACRES	3.0398 ACRES
MINIMUM LOT WIDTH	225 FT	244.01 FT
MAX. BLDG COVERAGE	70%	13.53%
MAX. LOT COVERAGE	75%	84.5%
MAX. BUILDING HEIGHT	45 FT 4 STORIES	34 FT 1 STORY
BUILDING SETBACKS:		
FRONT YARD	50 FT	165.7 FT
SIDE YARD	20 FT (ONE) 35 FT (BOTH)	15.0 FT (ONE) 114.8 (BOTH)
REAR YARD	40 FT	194 FT
PARKING SETBACKS:		
SIDE YARD	30 FT	20 FT
REAR YARD	20 FT	142.0 FT

PARKING & LOADING TABULATION

TOTAL BUILDING
BUILDING FOOT PRINT 106 SQUARE FEET
16,948.5 SQ. FEET / 106 = 0.2 = 33.281
= 34 SPACES

PARKING PROVIDED
37 SPACES

LOADING SPACE REQUIRED = 0

LOADING SPACE PROVIDED = 0

EASEMENT AREAS

1. UNDERGROUND STORMWATER BASIN EASEMENT = 289.2 S.F. (0.0066 ACRES)
2. STORMWATER DETENTION BASIN EASEMENT = 0816 S.F. (0.1846 ACRES)
3. SIGNAGE & UTILITY EASEMENT = 2383.2 S.F. (0.0544 ACRES)

PLAN INTENT

THE APPLICANT PROPOSES TO CONTINUE TO UTILIZE THE PROPERTY FOR THE SALE AND REPAIR OF AUTOMOBILES AND LIGHT TRUCKS (PICK-UPS, ETC). AS WAS THE PROVIDED FOR ON THE SITE. THIS USE WAS ORIGINALLY APPROVED BY THE HANOVER TOWNSHIP ZONING HEARING BOARD AS A FOUNDER SUBUNIT ON 8/18/2004 VIA DOCKET NO. 04-08-01. THE APPLICANT IS NOT PROPOSING ANY CHANGES TO THE SITE OR EXTERIOR OF THE BUILDING, OTHER THAN SIGNAGE. APPLICATION FOR THE PROPOSED SIGNAGE WILL BE MADE UNDER SEPARATE SUBMISSION. THIS PLAN IS TO SERVE THE CONVERSION OF THE SITE AS REQUIRED FOR A ZONING HEARING BOARD REVIEW FOR THE USE.

REV	DESCRIPTION	BY	CHK	DATE	REV	DESCRIPTION	BY	CHK	DATE

BASE ENGINEERING INC.
CONSULTING ENGINEERS & SURVEYORS
1010 N. QUEBEC STREET
ALLENTOWN, PA 18109
PHONE: (610) 437-0975
www.BaseEng.com
email: BaseEngineering@BaseEng.com

SCALE	1" = 20'
DATE	8/19/2026
DRAWN BY	CLS
CHECKED BY	

ZONING EXHIBIT PLAN
AUTOPROVED
330 STOKE PARK ROAD

HANOVER TOWNSHIP
NORTHAMPTON COUNTY
PENNSYLVANIA

DWG. No. 2026092-ZE
REV. 0
SHEET 1 of 1

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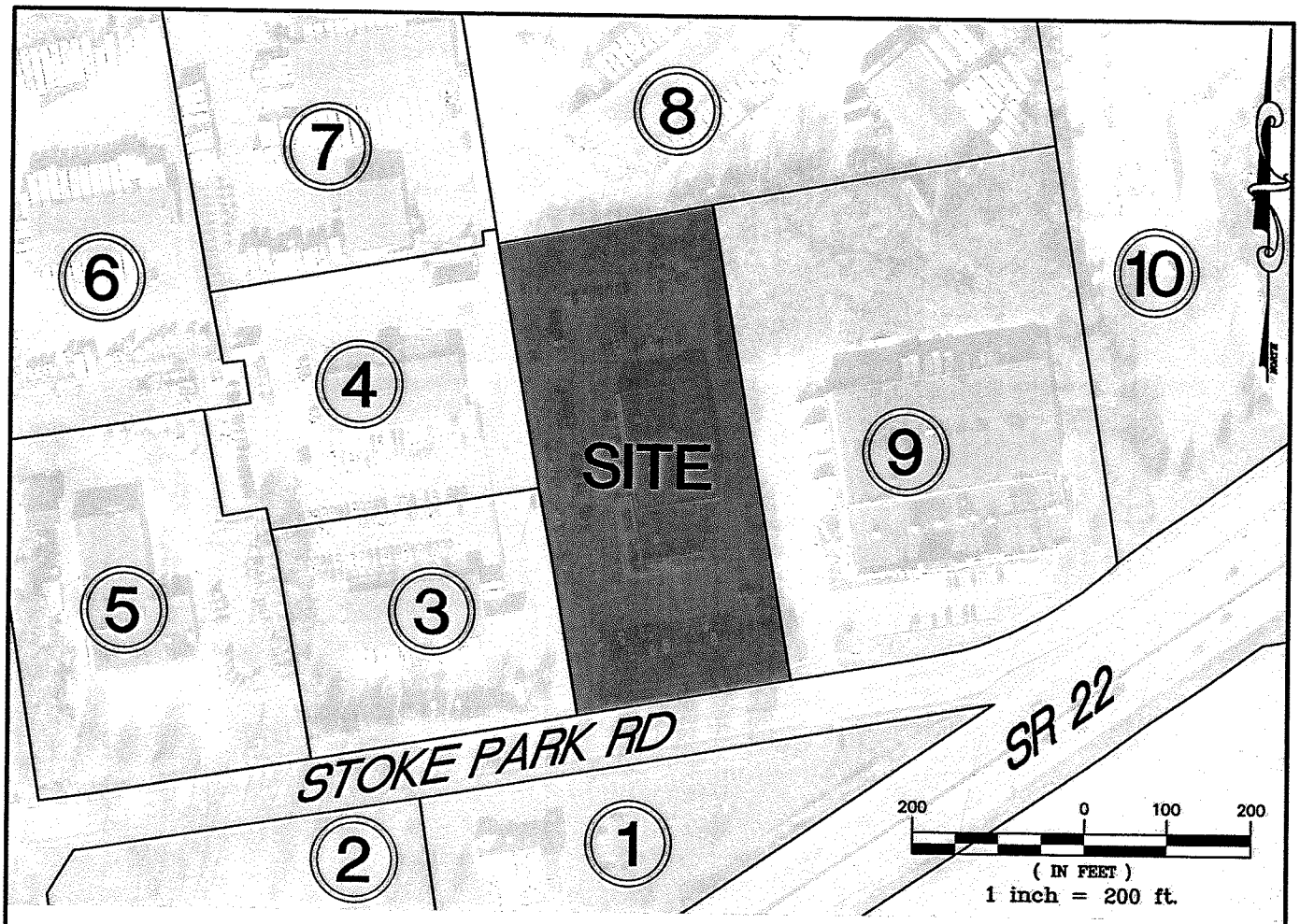
HANOVER TOWNSHIP



1. PARCEL ID: M6 21 2A 0214
   OWNER: GENTIS ASSOCIATED LLC
   1180 BLOSSOM CIR
   BETHLEHEM, PA 18017-1008
2. PARCEL ID: M6 21 2B 0214E
   OWNER: HANOVER TOWNSHIP
   3630 JACKSONVILLE RD.
   BETHLEHEM, PA 18017
3. PARCEL ID: M6 24 10D 0214
   OWNER: TERMINAL LOGISTICS II MIDPLANT SPE LLC
   1000 CONTINENTAL DR STE 550
   KING OF PRUSSIA, PA 19406
4. PARCEL ID: M6 34 10C 0214
   OWNER: TERMINAL LOGISTICS II MIDPLANT SPE LLC
   1000 CONTINENTAL DR STE 550
   KING OF PRUSSIA, PA 19406
5. PARCEL ID: M6 24 10E 0214
   OWNER: HPF ASSOCIATES LP
   2540 E CUMBERLAND ST
   LEBANON, PA 17042
6. PARCEL ID: M6 24 10B 0214
   OWNER: TERMINAL LOGISTICS II MIDPLANT SPE LLC
   1000 CONTINENTAL DR STE 550
   KING OF PRUSSIA, PA 19406
7. PARCEL ID: M6 24 10A 0214
   OWNER: TERMINAL LOGISTICS II MIDPLANT SPE LLC
   1000 CONTINENTAL DR STE 550
   KING OF PRUSSIA, PA 19406
8. PARCEL ID: M6 24 10 0214
   OWNER: TERMINAL LOGISTICS II MIDPLANT SPE LLC
   1000 CONTINENTAL DR STE 550
   KING OF PRUSSIA, PA 19406
9. PARCEL ID: M6 24 10G 0214
   OWNER: PROVIDENCE PROPERTIES LLC
   988 E MAIN ST
   SCHUYLKILL HAVEN, PA 17972-9752
10. PARCEL ID: M6 24 11 0214
   OWNER: JJLH ASSOCIATES LTD
   4437 STREET RD
   TREVOSE, PA 19053-4984

RECEIVED
AUG 21 2026
HANOVER TOWNSHIP

SOURCE: NORTHAMPTON COUNTY PUBLIC RECORDS (NCPUB.ORG) 8/18/2026

DATE: 8/19/2026	SCALE: 1"=200'	CLB	

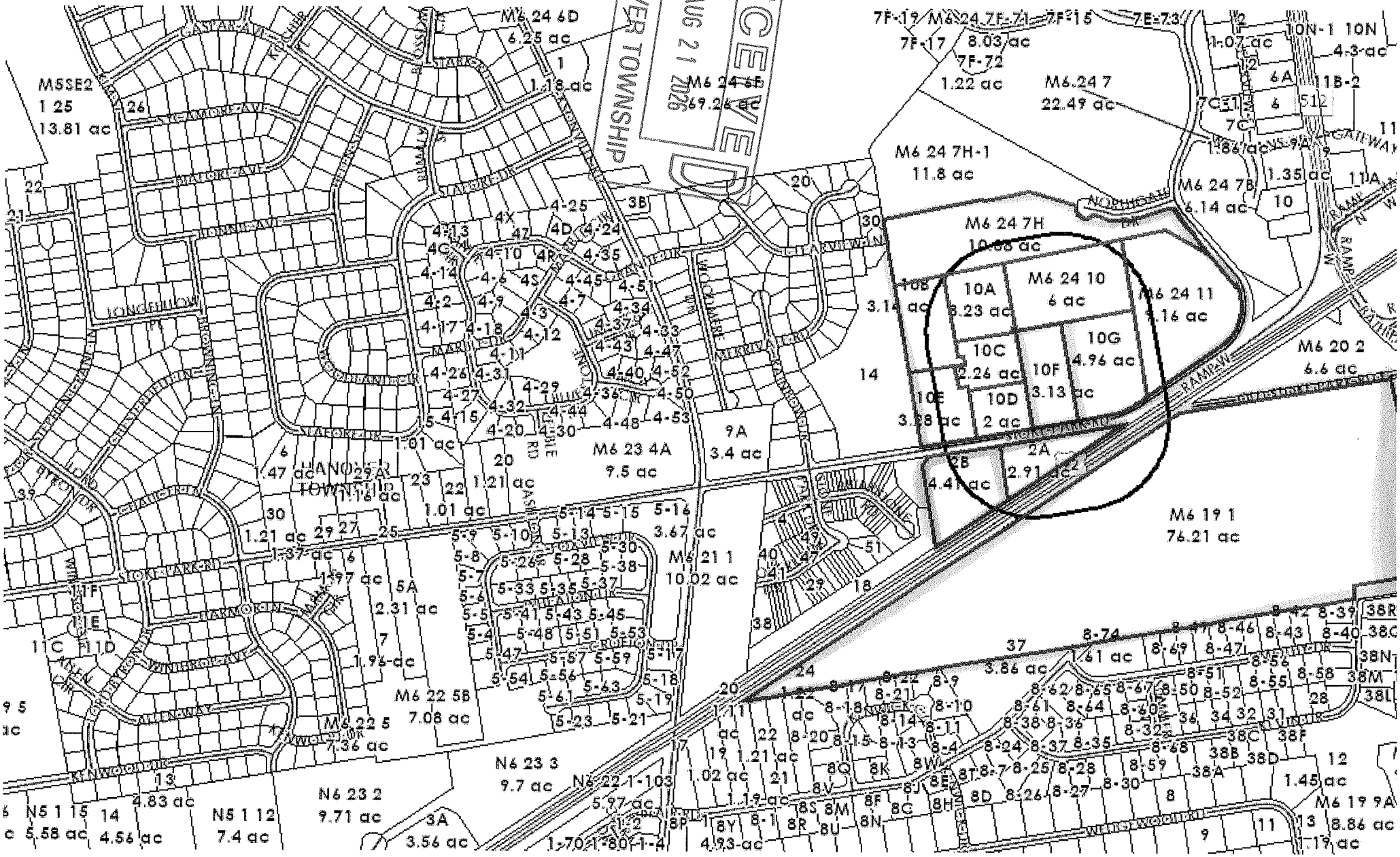
BASE ENGINEERING INC.
CONSULTING ENGINEERS & SURVEYORS
1010 N. QUEBEC STREET
ALLENTOWN, PA 18109
PHONE: (610) 437-0978
www.BaseEng.com
email: BaseEngineering@BaseEng.com

330 STOKE PARK ROAD
PROPERTY OWNERS WITHIN 500 FT ALONG STOKE PARK ROAD OR 100 FT ELSEWHERE

HANOVER TOWNSHIP
NORTHAMPTON COUNTY, PA

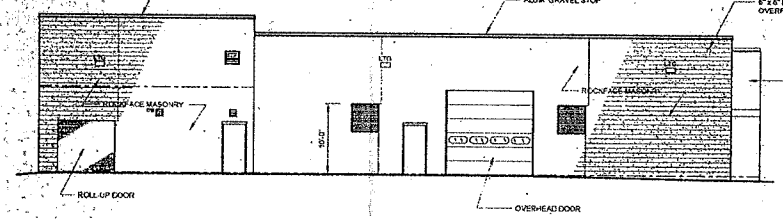
P:\BASEENGINEERING\2026\2026-092 (330 STOKE PARK ROAD (FORMER FAULKNER))(P-26023)\DWG\2029092 (2026.08.19), 500
PLOTTED: 8/19/2026 10:40 AM

RECEIVED
AUG 21 2026
HANOVER TOWNSHIP

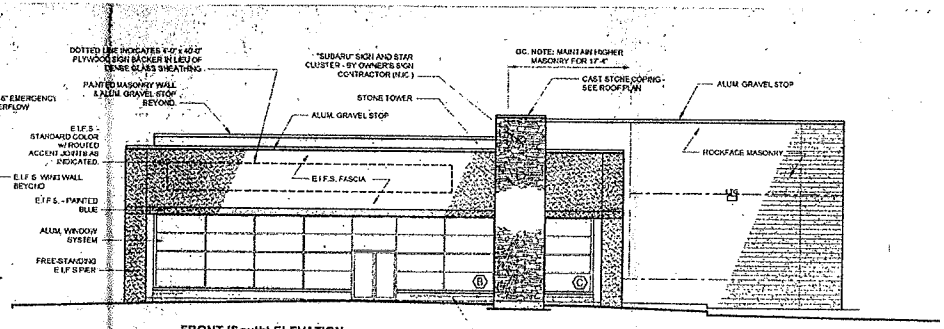


parid	owner 1	owner 2	mailing address	city name	state	zip code
M6 24 10B 0214	TERMINAL LOGISTICS II MIDLANT SPC LLC		1000 CONTINENTAL DR STE 550	KING OF PRUSSIA	PA	19406-
M6 24 7H 0214	5325 NORTHGATE DRIVE TPI LLC &	30 SOUTH CALVERT ASSOCIATES LLLP	1906 TOWNE CENTRE BLVD STE 270	ANNAPOLIS	MD	21401-
M6 19 1 0214	GULICK GREGORY A		3399 BATH PK	BETHLEHEM	PA	18017-
M6 21 2A 0214	GENTIS ASSOCIATES LLC		1180 BLOSSOM CIR	BETHLEHEM	PA	18017-1008
M6 24 10C 0214	TERMINAL LOGISTICS II MIDLANT SPE LLC		1000 CONTINENTAL DR STE 550	KING OF PRUSSIA	PA	19406-
M6 24 10D 0214	TERMINAL LOGISTICS II MIDLANT SPE LLC		1000 CONTINENTAL DR STE 550	KING OF PRUSSIA	PA	19406-
M6 24 10G 0214	PROVIDENCE PROPERTIES LLC		988 E MAIN ST	SCHUYLKILL HAVEN	PA	17972-9752
M6 21 2B 0214E	HANOVER TOWNSHIP		3630 JACKSONVILLE RD	BETHLEHEM	PA	18017-
M6 24 10A 0214	TERMINAL LOGISTICS II MIDLANT SPE LLC		1000 CONTINENTAL DR STE 550	KING OF PRUSSIA	PA	19406-
M6 24 10E 0214	HFP ASSOCIATES LP		2540 E CUMBERLAND ST	LEBANON	PA	17042-
M6 24 11 0214	JJLH ASSOCIATES LTD		4437 STREET RD	TREVOSE	PA	19053-4984
M6 24 10F 0214	JJLH ASSOCIATES LTD		C O WILLIAM SEBALD 4437 STREET RD	TREVOSE	PA	19053-4998
M6 24 10 0214	TERMINAL LOGISTICS II MIDLANT SPE LLC		1000 CONTINENTAL DR STE 550	KING OF PRUSSIA	PA	19406-

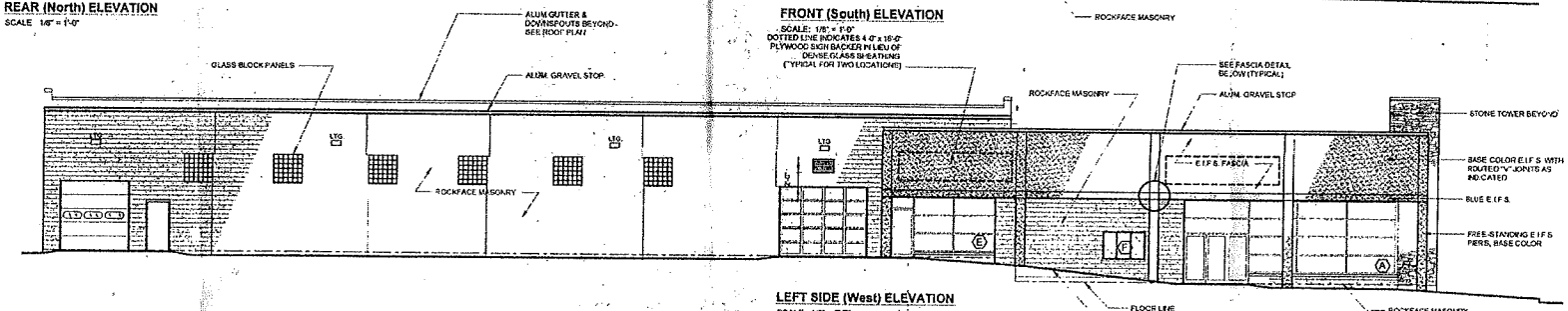
RECEIVED
AUG 21 2026
HANOVER TOWNSHIP



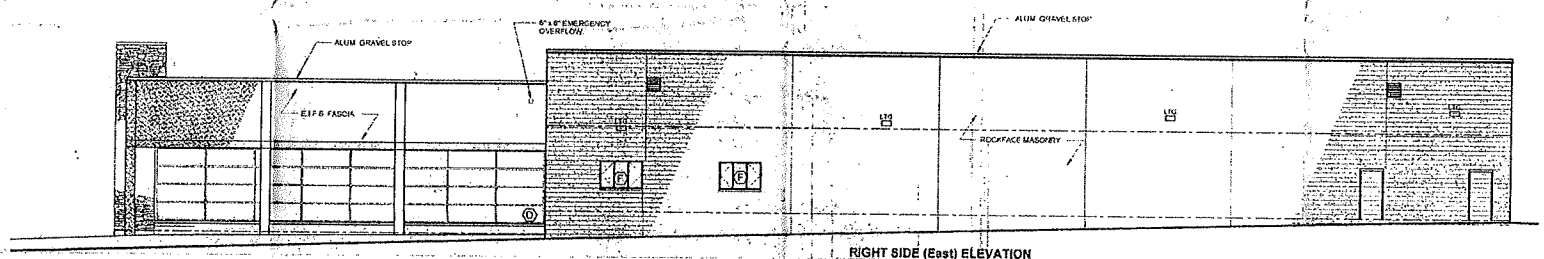
REAR (North) ELEVATION
SCALE: 1/8" = 1'-0"



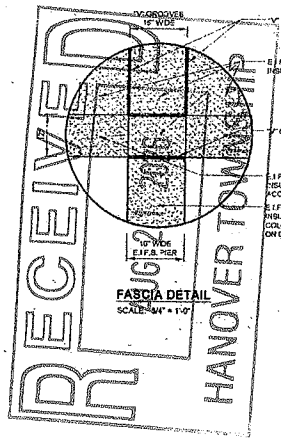
FRONT (South) ELEVATION
SCALE: 1/8" = 1'-0"
DOTTED LINE INDICATES 4'-0" x 16'-0" PLYWOOD SIGN BACKER IN LIEU OF DENSE GLASS SHEATHING (TYPICAL FOR TWO LOCATIONS)



LEFT SIDE (West) ELEVATION
SCALE: 1/8" = 1'-0"



RIGHT SIDE (East) ELEVATION
SCALE: 1/8" = 1'-0"



FASCIA DETAIL
SCALE: 3/4" = 1'-0"

RECEIVED
HANOVER TOWNSHIP

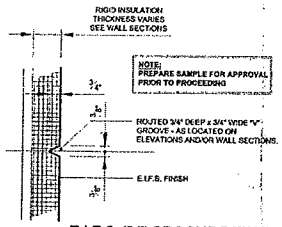
EXTERIOR MATERIALS

E.I.F.S. - BASE COLOR - TO MATCH T.E.C INCORPORATED "FULLO-MITE" # 40025 "BISQUE"; SAND FINISH; 2000 SERIES.

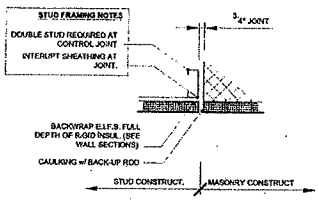
E.I.F.S. - BLUE ACCENT - TO MATCH BENJAMIN MOORE CUSTOM MIX BLUE. SAMPLE WILL BE PROVIDED FOR PREPARATION OF MATERIAL FOR APPROVAL.

ROCKFACE MASONRY - FIZZANO BROS. PREMIUM COLOR #F-54 WITH MATCHING MORTAR.

SIMULATED STONE TOWER - MATERIAL TO BE CORONADO STONE, MOUNTAIN LEDGE; COLOR TO BE "DAKOTA BROWN".



E.I.F.S. "V" GROOVE DETAIL
3" = 1'-0"



E.I.F.S. WALL CONTROL JOINT DETAIL
1-1/2" = 1'-0"

BASS / NECKER ASSOC. LLC
14 NORTH YORK ROAD
WILLOW GROVE, PA 19090
(215) 657 8444 fax (215) 659 4112

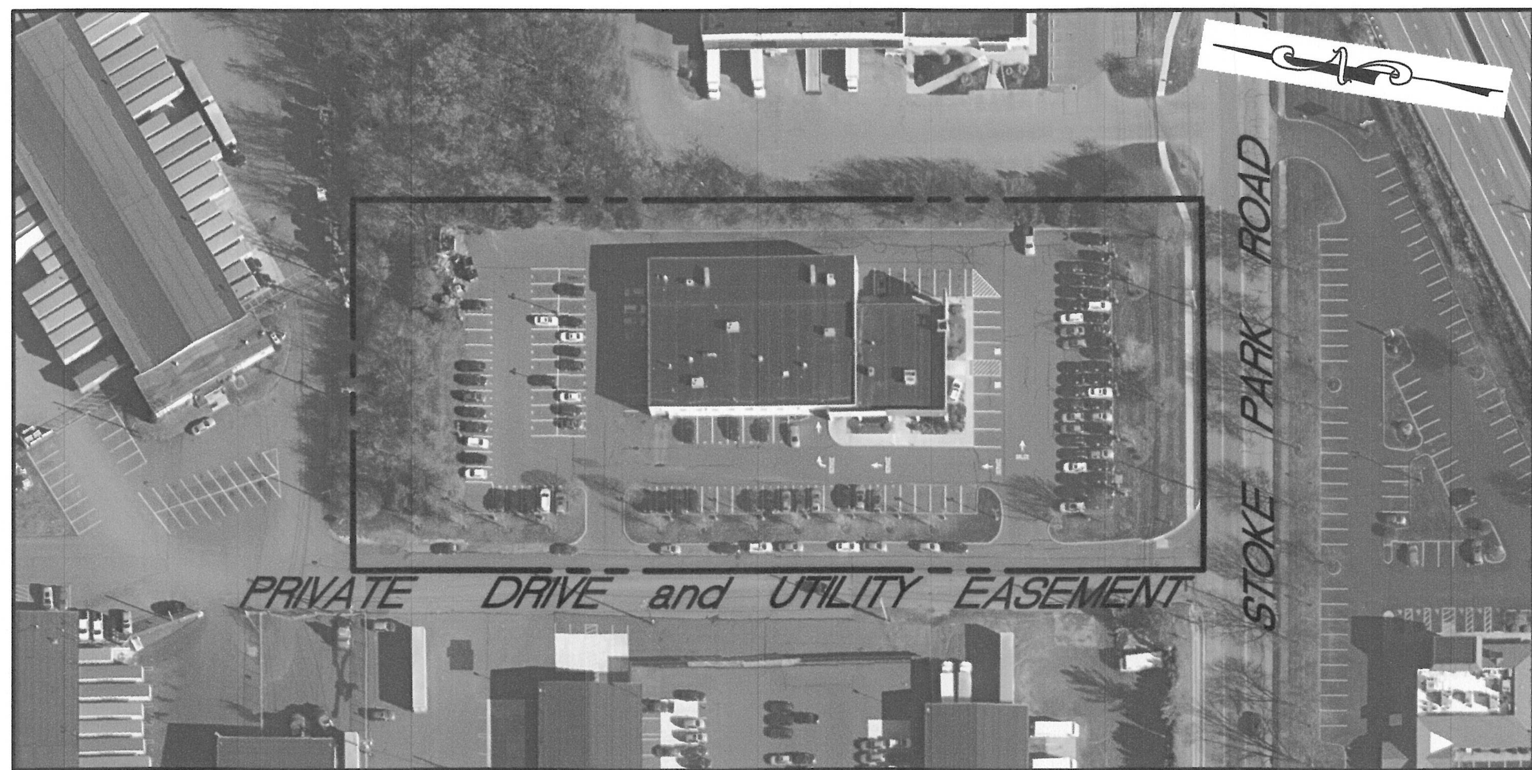
NEW AUTOMOTIVE FACILITY
FAULKNER SUBARU
330 STOKE PARK RD, BETHLEHEM
HANOVER TWP., NORTHAMPTON CO., PA.

BASS/NECKER ARCHITECTS

06-10-04

ELEVATIONS

A-6



AERIAL PHOTOGRAPH

SCALE: 1"=100'
SOURCE: PEMA 2020–2021 0.5 FOOT ORTHOIMAGERY, NORTHAMPTON COUNTY ORTHOPHOTO GEOTIFF TILE 53002620PAS

BOUNDARY AND TOPOGRAPHIC SURVEY NOTES

1. THE PROPERTY BOUNDARY DEPICTED OBTAINED FROM THE LAND DEVELOPMENT PLAN SET FOR FAULKNER SUBARU (REFER TO "REFERENCE DOCUMENTS")
2. THE BOUNDARIES OF ADJACENT AND NEARBY PROPERTIES OBTAINED FROM LVPC DIGITAL GEOGRAPHIC DATA DISC V. 3.2 AND VERIFIED BY REVIEW OF THE NORTHAMPTON COUNTY ON-LINE TAX MAP AT NCPUB.ORG ON 8/18/2026.
3. ALL BUILDINGS, AND SURFACE AND SUBSURFACE IMPROVEMENTS ON ADJACENT PARCELS ARE NOT NECESSARILY SHOWN HEREON.
4. THE LOCATIONS OF UNDERGROUND UTILITIES AS SHOWN HEREON ARE BASED ON ABOVEGROUND STRUCTURES AND RECORD DRAWINGS (REFER TO "REFERENCE DOCUMENTS"). LOCATIONS OF UNDERGROUND UTILITIES/STRUCTURES MAY VARY FROM LOCATIONS SHOWN HEREON. ADDITIONAL BURIED UTILITIES/STRUCTURES MAY BE ENCOUNTERED. NO EXCAVATIONS WERE MADE TO LOCATED BURIED UTILITIES/STRUCTURES. BEFORE ANY EXCAVATIONS ARE BEGUN, THE PA ONE CALL SYSTEM SHALL BE UTILIZED BY CALLING 1-800-242-1776, IN ACCORDANCE WITH PA ACT 38.
5. SOME SURFACE UTILITY STRUCTURE ADJACENT TO THE SUBJECT PARCEL ARE INDICATED ON THIS PLAT. THESE LOCATIONS ARE NOT INTENDED TO BE A COMPLETE REPRESENTATION OF ADJACENT SURFACE UTILITY STRUCTURES.
6. SURFACE EXISTING FEATURES (I.E. PAVEMENT, BUILDING, UTILITY POLES, ETC.) OBTAINED FROM RECORD DOCUMENTS AND SUPPLEMENTED BY AERIAL PHOTOGRAPHY AND GOOGLE EARTH PROFESSIONAL STREET VIEWS (REFER TO "REFERENCE DOCUMENTS"). A NEW OR AS-BUILT SURVEY HAS NOT BEEN PERFORMED.
7. THE LOCATION AND/OR EXISTENCE OF UTILITY SERVICE LINES TO THE PROPERTY SURVEYED ARE UNKNOWN, UNLESS SHOWN.
8. ALL EASEMENTS OBTAINED FROM RECORD DRAWINGS (REFER TO "REFERENCE DOCUMENTS").
9. TOPOGRAPHY OBTAINED FROM RECORD DRAWINGS (REFER TO "REFERENCE DOCUMENTS") AND SUPPLEMENTED BY FILED OBSERVATIONS. A NEW OR AS-BUILT SURVEY HAS NOT BEEN PERFORMED.
10. SUBSURFACE, ENVIRONMENTAL, GEOGRAPHICAL AND ARCHEOLOGICAL CONDITIONS WERE NOT EXAMINED OR CONSIDERED AS A PART OF THIS PROJECT. NO STATEMENT IS MADE CONCERNING THE EXISTENCE OF UNDERGROUND OR OVERHEAD NATURAL FACILITIES THAT MAY AFFECT THE USE OR DEVELOPMENT OF THIS TRACT
11. THIS PLAN WAS PREPARED WITHOUT THE BENEFIT OF A TITLE REPORT. THIS PROPERTY MAY BE SUBJECT TO RESTRICTIONS, COVENANTS AND/OR EASEMENTS, WRITTEN OR IMPLIED.
12. THE WORD "CERTIFY" OR "CERTIFICATE" AS SHOWN AND USED HEREON MEANS AN EXPRESSION OF PROFESSIONAL OPINION REGARDING THE FACTS OF THIS SURVEY AND DOES NOT CONSTITUTE A WARRANTY OR GUARANTEE, EXPRESSED OR IMPLIED.
13. VERIFY ALL EXISTING CONDITIONS PRIOR TO ANY CONSTRUCTION.

NATURAL FEATURE NOTES

1. THERE ARE NO STREAMS, PONDS, LAKES OR FLOOD PLAINS PRESENT ON SITE.
2. THERE ARE NO NATURAL STEEP SLOPES CONTAINED ON THE SUBJECT SITE.
3. THERE ARE NO ROCK OUTCROPS, STONE FIELDS, OR SINKHOLES ON SITE.

WETLANDS NOTE

A REVIEW OF THE US FISH AND WILDLIFE SERVICE'S "NATIONAL WETLANDS INVENTORY MAPPER" ON 8/19/2026 INDICATES THAT THERE ARE NO REGULATED WETLANDS UPON THIS PROPERTY.

100 YEAR FLOODPLAIN NOTE

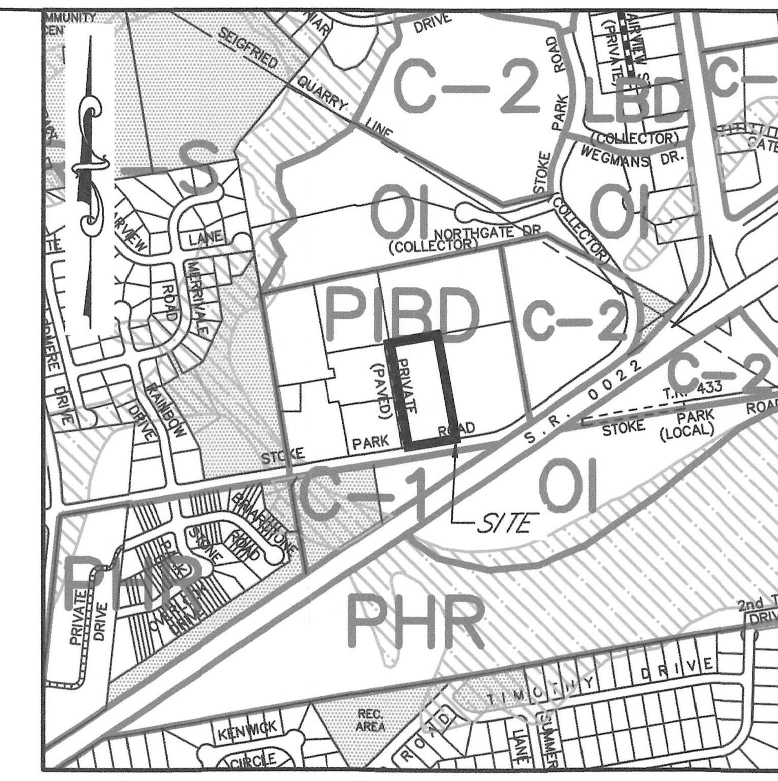
A REVIEW OF THE FIRM MAP, MAP NO. 42095C0242E, EFFECTIVE 7/16/2014, INDICATES THAT THERE IS NO 100 YEAR FLOOD PLAIN UPON THIS PROPERTY.

SIGNAGE NOTE

THE APPLICANT WILL MAKE NECESSARY APPLICATION FOR SIGNAGE UNDER A SEPARATE SUBMISSION.

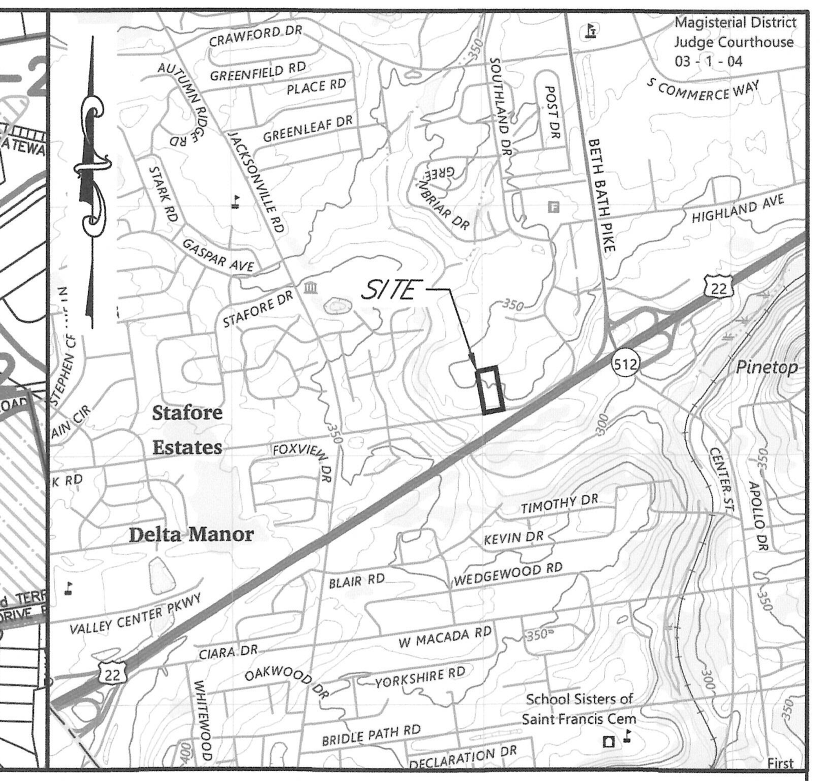
REFERENCE DOCUMENTS

1. DEED OF THE PROPERTY, AS RECORDED IN THE NORTHAMPTON COUNTY RECORDER OF DEEDS OFFICE AS INSTRUMENT # 2004063002 (BOOK 2004-1 Page 397175)
2. SUBDIVISION AND LAND DEVELOPMENT PLAN SET FOR "FAULKNER SUBARU," CONTAINING 9 SHEETS, PREPARED BY BASE ENGINEERING INC., DATED 10/20/2003 AND LAST REVISED 2/25/2005.
3. PEMA 2020–2021 0.5 FOOT ORTHOIMAGERY, NORTHAMPTON COUNTY ORTHOPHOTO GEOTIFF TILE 53002620PAS
4. GOOGLE EARTH PROFESSIONAL AERIAL PHOTOGRAPHY DATED 8/8/2023 AND 3/1/2025 AND STREETVIEWS DATED 7/2024 (AS DOWNLOADED 8/16/2026).



ZONING MAP

SCALE: 1"=800'
SOURCE: ZONING MAP FOR HANOVER TOWNSHIP



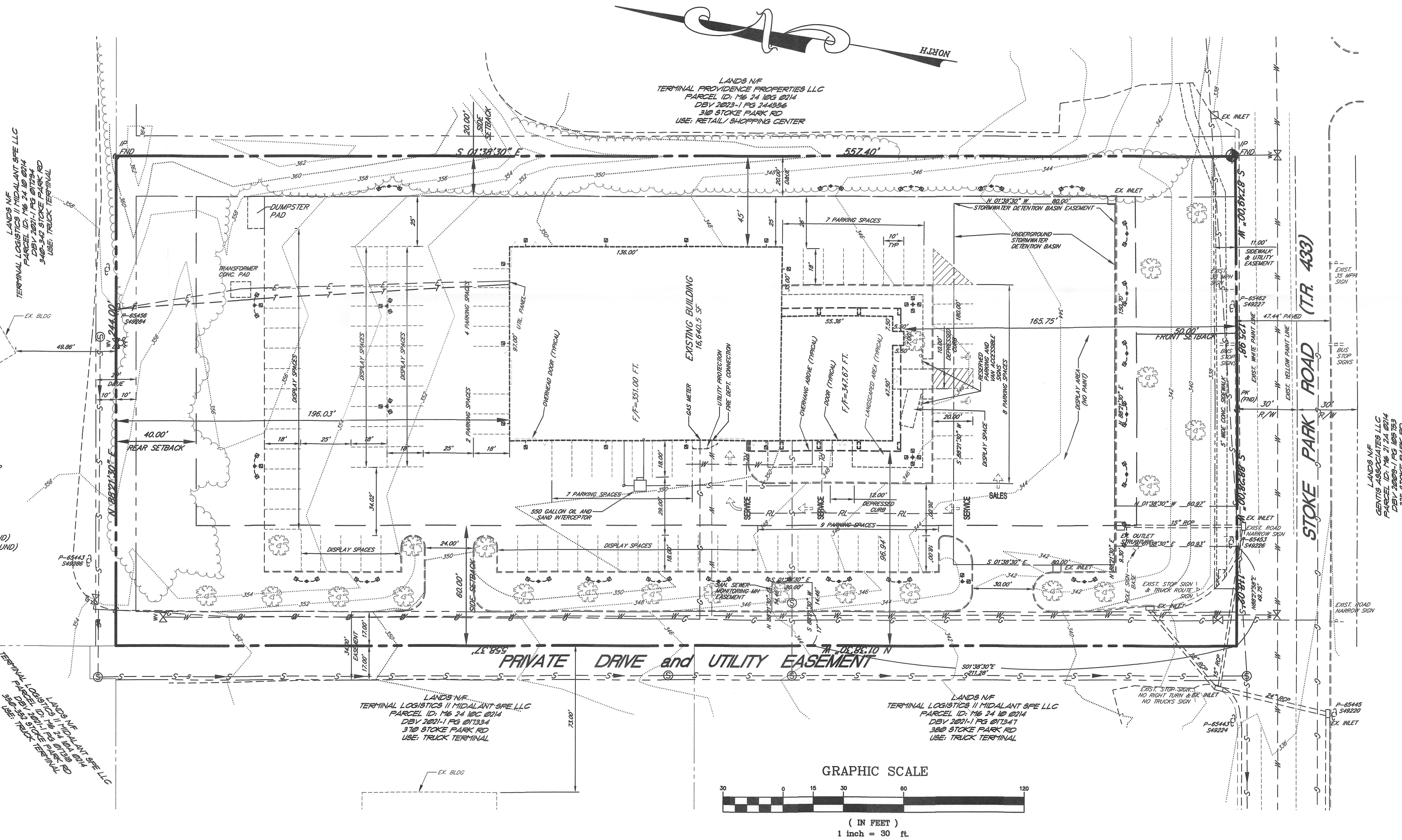
USGS LOCATION MAP

SCALE: 1"=2000'
SOURCE: USGS CATASAUQUA PA QUAD. MAP OF 2023

LEGEND

⊕	BENCHMARK TOP NUT OF HYDRANT ELEV. = 340.00 (ASSUMED)
	PROPERTY LINE
	ADJACENT PROPERTY LINE
	IRON PIN (FOUND)
	BUILDING RESTRICTION LINE
	EXISTING BUILDING – PROJECT
	EXISTING BUILDING – NON-PROJECT
	EXISTING CURB
	EXISTING EDGE OF PAVE
	EXISTING CENTER LINE OF ROAD
	EXISTING CONCRETE
	EXISTING PAINT
	EXISTING SIGN
	EXISTING STORMWATER PIPE
	EXISTING STORMWATER INLET
—RL— —RL—	EXISTING UNDERGROUND ROOF LEADER
—S— —S—	EXISTING SANITARY LINE
(S)	EXISTING SANITARY MANHOLE
—G— —G—	EXISTING GAS LINE
GV	EXISTING GAS VALVE
	EXISTING POLE
—E— —E—	EXISTING ELECTRIC LINE (UNDERGROUND)
—T— —T—	EXISTING TELEPHONE LINE (UNDERGROUND)
—W— —W—	EXISTING WATER LINE
WV	EXISTING WATER VALVE
	EXISTING FIRE HYDRANT
	EXISTING TREELINE
	EXISTING DECIDUOUS TREES
	EXISTING SITE LIGHTS
·····100·····	EXISTING CONTOUR

EXISTING FEATURES ARE SHOWN/ DEPICTED IN SLANTED TEXT AND DASHED LINES AND PROPOSED FEATURES ARE SHOWN/ DEPICTED IN STRAIGHT TEXT AND SOLID LINES.



SITE DATA

ADDRESS:	330 STOKE PARK RD, BETHLEHEM, PA 18017	
TOTAL AREA:	136,208 S.F. OR 3.1269 ACRES	
PARCEL ID:	M6 24 10F 0214	
DEED:	DBV 2004-1, PAGE 397175	
WATER:	PUBLIC	
SEWER:	PUBLIC	
MUNICIPALITY:	HANOVER TOWNSHIP, NORTHAMPTON COUNTY	
ZONING:	PLANNED INDUSTRIAL/ BUSINESS PARK DISTRICT (PIBD)	
EXISTING USE:	AUTOMOBILE & LIGHT TRUCK SALES AND SERVICE	
PROPOSED USE:	AUTOMOBILE & LIGHT TRUCK SALES AND SERVICE	
	REQUIRED	EXISTING
MINIMUM LOT AREA	3 ACRES	3.1269 ACRES
MINIMUM LOT WIDTH	225 FT	244.01 FT
MAX. BLDG COVERAGE:	70%	12.22%
MAX. LOT COVERAGE:	70%	68.0%
MAX. BUILDING HEIGHT:	45 FT 4 STORIES	25± FT 1 STORY
BUILDING SETBACKS:		
FRONT YARD:	50 FT	165.7 FT
SIDE YARD:	20 FT (ONE) 80 FT (BOTH)	45.0 FT (ONE) 141.6 (BOTH)
REAR YARD:	40 FT	196 FT
PARKING SETBACKS:		
SIDE YARD:	20 FT	20 FT
REAR YARD:	20 FT	74.0 FT

PARKING & LOADING TABULATION

PARKING REQUIRED
0.2 SPACES PER 100 SQUARE FEET
16,640.5 SF/ 100 * 0.2 = 33.281
= 34 SPACES

PARKING PROVIDED
37 SPACES

LOADING SPACE REQUIRED = 0

LOADING SPACE PROVIDED = 0

EASEMENT AREAS

1. SANITARY SEWER MONITORING MANHOLE EASEMENT = 289.2 S.F. (0.0066 ACRES)
2. STORMWATER DETENTION BASIN EASEMENT = 15619 S.F. (0.3586 ACRES)
3. SIDEWALK & UTILITY EASEMENT = 2369.2 S.F. (0.0544 ACRES)

PLAN INTENT

THE APPLICANT PROPOSES TO CONTINUE TO UTILIZE THE PROPERTY FOR THE SALE AND REPAIR OF AUTOMOBILES AND LIGHT TRUCKS (PICK-UPS, ETC), AS HAD THE PREVIOUS OWNER'S OF THE SITE. SAID USE WAS ORIGINALLY APPROVED BY THE HANOVER TOWNSHIP ZONING HEARING BOARD FOR FAULKNER SUBARU ON 8/18/2004 VIA DOCKET NO. 04-ZHB-02. THE APPLICANT IS NOT PROPOSING ANY CHANGES TO THE SITE OR EXTERIOR OF THE BUILDING, OTHER THAN SIGNAGE. APPLICATION FOR THE PROPOSED SIGNAGE WILL BE MADE UNDER SEPARATE SUBMISSION. THIS PLAN IS TO DEPICT THE CONDITIONS OF THE SITE AS REQUIRED FOR A ZONING HEARING BOARD REVIEW FOR THE USE.

RECEIVED
AUG 21 2026
HANOVER TOWNSHIP

P:\BASEENGINEERING\2026\2026-092 (330 STOKE PARK ROAD (FORMER FAULKNER))(P-26023)\DWG\2029092 (2026.08.19), ZE
PLOTTED: 8/20/2026 12:18 PM

THIS PLAN PACKAGE WAS PREPARED FOR THE SPECIFIC PURPOSE OF REQUESTING MUNICIPAL/REGULATORY AGENCY APPROVAL FOR THIS PROJECT. IT IS NOT INTENDED TO BE AN ALL INCLUSIVE CONSTRUCTION DOCUMENT.
CONTRACTORS, DEVELOPERS, CONSULTANTS, OR OTHER PLAN USERS ARE ADVISED TO CHECK WITH ALL APPLICABLE UTILITIES REGARDING SERVICE, CURRENT SPECIFICATIONS, EXISTING UTILITY LOCATIONS, AND VERIFY THAT ALL REQUIRED PERMITS AND APPROVALS HAVE BEEN OBTAINED. CONSTRUCTION/FABRICATION SHALL NOT BEGIN UNTIL THE CONTRACTOR HAS RECEIVED AND THOROUGHLY REVIEWED ALL PLANS AND DOCUMENTS FROM ALL PERMITTING AUTHORITIES.
MATERIALS AND CONSTRUCTION SHALL BE IN ACCORDANCE WITH STATE, FEDERAL, TOWNSHIP, AND/OR OTHER GOVERNING REGULATORY AGENCY STANDARDS; WHICHEVER IS MORE STRINGENT.
LOCATIONS OF EXISTING UTILITIES SHOWN ON THESE PLAN ARE APPROXIMATE. BEI MAKES NO GUARANTEE THAT THOSE SHOWN ARE ALL THAT EXIST ON THE SITE, NOR THAT THOSE SHOWN ARE AT THE CORRECT LOCATION. CONTRACTORS SHALL FIELD VERIFY THE LOCATION OF UTILITIES & EXISTING FEATURES, AND SHALL CHECK FOR CONFLICTS AND CONFIRM QUANTITIES PRIOR TO BIDDING/ORDERING MATERIALS. NOTIFICATION SHALL BE GIVEN TO BEI IN THE EVENT THAT DISCREPANCIES EXIST PRIOR TO PROCEEDING WITH CONSTRUCTION. PA. ACT 187 OF 1996 REQUIRES 3 WORKING DAYS NOTICE PRIOR TO CONSTRUCTION.
THE CONTRACTOR SHALL CONTACT BEI TO REVIEW ANY CONFLICT OR FIELD CONDITION THAT PREVENTS STRICT ADHERENCE TO THE PLAN PRIOR TO PROCEEDING WITH WORK. BEI WILL, WITHIN 48-HOURS OF BEING CONTACTED BY THE CONTRACTOR, MEET AT THE SITE. FOLLOWING THE SITE MEETING BEI WILL PROVIDE ALTERNATE DESIGN OR MAKE A RECOMMENDATION AS TO HOW THE CONTRACTOR SHOULD PROCEED. REMEDIAL OR ALTERNATE DESIGN TO PERMIT CONSTRUCTION AND/OR DIRECTION WILL BE PROVIDED TO PERMIT CONSTRUCTION TO CONTINUE IN A TIMELY MANNER, RECOGNIZING THAT IN SOME INSTANCES IT MAY BE REQUIRED TO INVOLVE GOVERNMENTAL, UTILITY, AND/OR OTHER OUTSIDE ENTITIES THAT COULD RESULT IN SUBSTANTIAL DELAYS BEYOND THE CONTROL OF BEI.

THE INFORMATION AND CONTENT OF THIS PLAN OR DOCUMENT IS THE PROPERTY OF BASE ENGINEERING INC. ANY REPRODUCTION, USE, OR DISCLOSURE OF THE DESIGN OR DETAILS CONTAINED HEREIN IS PROHIBITED WITHOUT THE EXPRESSED WRITTEN AUTHORIZATION OF BASE ENGINEERING INC.

REV	DESCRIPTION	BY	CHK	DATE	REV	DESCRIPTION	BY	CHK	DATE
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△					△				

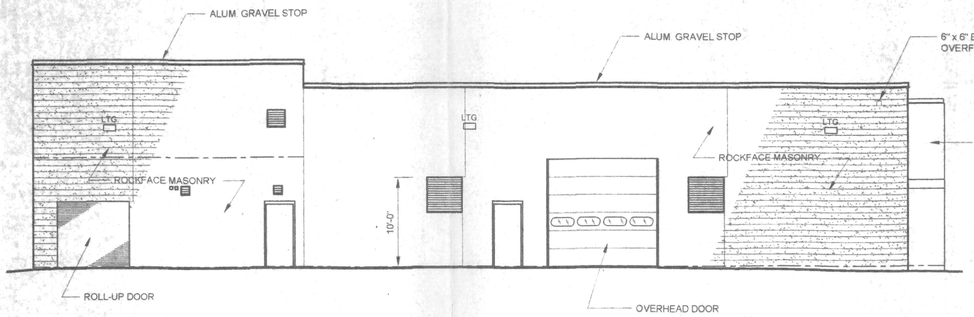
BASE ENGINEERING INC.
CONSULTING ENGINEERS & SURVEYORS
1010 N. QUEBEC STREET
ALLENTOWN, PA 18109
PHONE: (610) 437-0978
www.BaseEng.com
email: BaseEngineering@BaseEng.com

SCALE	1" = 30'
DATE	8/19/2026
DRAWN BY	CLB
CHECKED BY	

ZONING EXHIBIT PLAN
AUTOPROVED
330 STOKE PARK ROAD

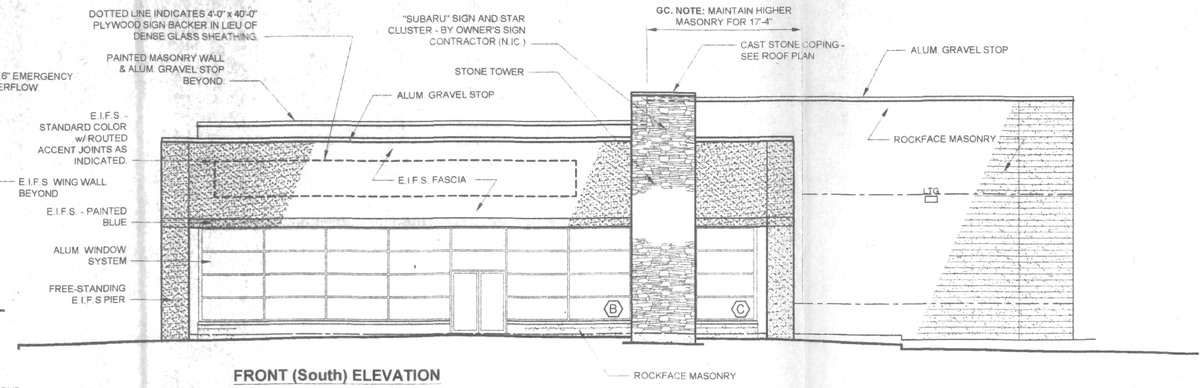
HANOVER TOWNSHIP
NORTHAMPTON COUNTY
PENNSYLVANIA

DWG. No.	2026092-ZE
REV.	0
SHEET	1 of 1



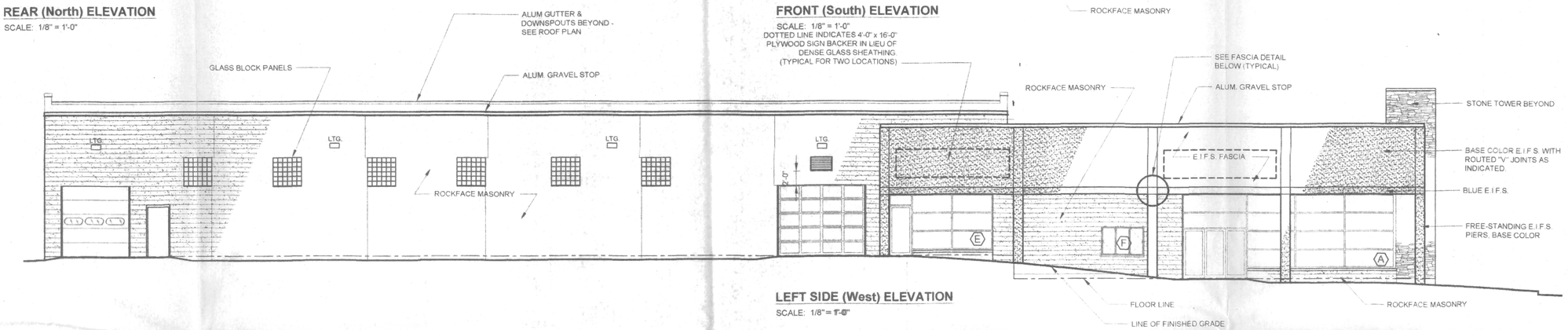
REAR (North) ELEVATION

SCALE: 1/8" = 1'-0"



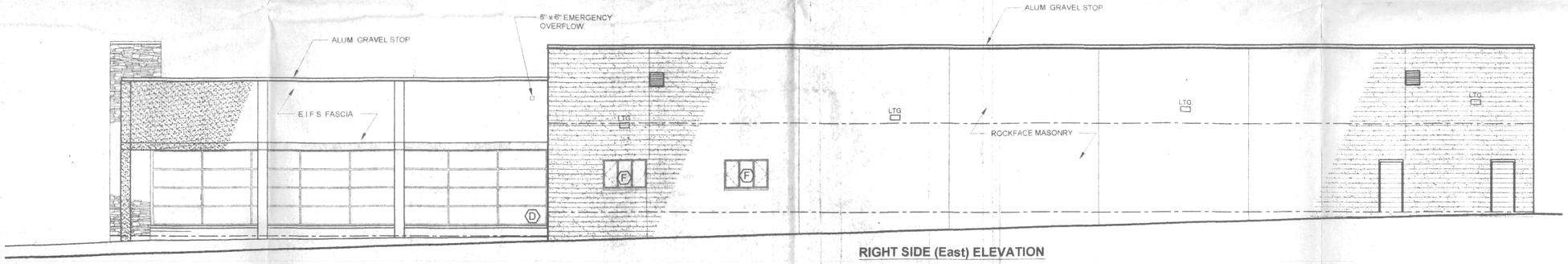
FRONT (South) ELEVATION

SCALE: 1/8" = 1'-0"
DOTTED LINE INDICATES 4'-0" x 16'-0" PLYWOOD SIGN BACKER IN LIEU OF DENSE GLASS SHEATHING. (TYPICAL FOR TWO LOCATIONS)



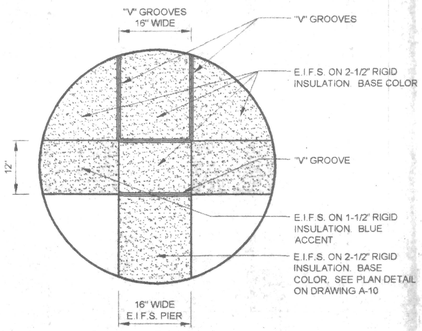
LEFT SIDE (West) ELEVATION

SCALE: 1/8" = 1'-0"



RIGHT SIDE (East) ELEVATION

SCALE: 1/8" = 1'-0"



FASCIA DETAIL

SCALE: 3/4" = 1'-0"

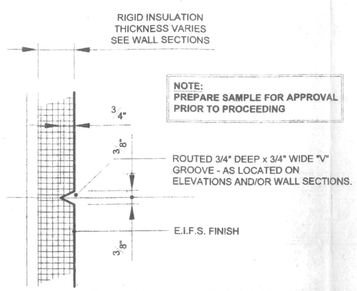
EXTERIOR MATERIALS

E.I.F.S. - BASE COLOR - TO MATCH T.E.C. INCORPORATED "FULLO-MITE" # 40025 "BISQUE"; SAND FINISH; 2000 SERIES.

E.I.F.S. - BLUE ACCENT - TO MATCH BENJAMIN MOORE CUSTOM MIX BLUE. SAMPLE WILL BE PROVIDED FOR PREPARATION OF MATERIAL FOR APPROVAL.

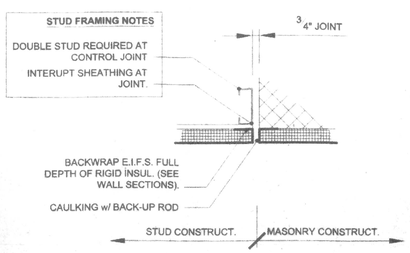
ROCKFACE MASONRY - FIZZANO BROS. PREMIUM COLOR #F-54 WITH MATCHING MORTAR.

SIMULATED STONE TOWER - MATERIAL TO BE CORONADO STONE, MOUNTAIN LEDGE,; COLOR TO BE "DAKOTA BROWN".



E.I.F.S. "V" GROOVE DETAIL

3" = 1'-0"



E.I.F.S. WALL CONTROL JOINT DETAIL

1-1/2" = 1'-0"

RECEIVED
AUG 21 2026
HANOVER TOWNSHIP

BASS / NECKER ASSOC. LLC
14 NORTH YORK ROAD
WILLOW GROVE, PA 19090
(215) 657 8444 fax (215) 659 4112

NEW AUTOMOTIVE FACILITY
FAULKNER SUBARU
330 STOKE PARK RD., BETHLEHEM
HANOVER TWP., NORTHAMPTON CO., PA.

BASS/NECKER ARCHITECTS

06-10-04

ELEVATIONS

A-6

August 25, 2026

Domenic Villani

930 Wafford Lane

Bethlehem, PA 18017

Dewire Subdivision – Rosewood Drive and Alyssa Place Streetlights

Hanover Township Board of Commissioners,

I am Domenic Villani, a Hanover Township sub-division owner. In 2010 I acquired the Dewire Estates Subdivision with existing utilities and infrastructure. As of 2026, all lots have been sold. I am currently in the process of completing the requirements to turn the development over to Hanover Township. At the time of development only two streetlights were installed, as opposed to three shown in the approved plan. In doing research to find out why the number of streetlights was modified I discovered an inconsistency in the approved plans. Sheet 1 of 16 of the approved construction plans on file shows the location of one of the streetlights at the property corner between Lots 13 and 14. Sheet 4 of 16 of the approved watermain installation plans shows a fire hydrant installed at the same location.

Since the improvements and development were already completed when I acquired the property, I am unaware of why the quantity and location of the streetlights was modified. After utilizing my construction knowledge and consulting with other contractors I can only deduce that the watermain and fire hydrant were installed first, then when the streetlights were to be installed a conflict was discovered with the fire hydrant and changes were made to ensure suitable lighting for the sub-division, while avoiding the existing fire hydrant. The two existing streetlights were turned over to Hanover Township and included in the Township's PP&L billing after installation.

I ask the Hanover Township Board of Commissioners to allow the existing two streetlights to remain as they were initially installed and request approval to not install the third streetlight shown on the plans.

Thank you,

Domenic Villani

RECEIVED
AUG 26 2026
HANOVER TOWNSHIP

RECORD OWNER

TRENCH RESTORATION DETAIL

STANDARD MONUMENT

CALL BEFORE YOU DIG!
PENNSYLVANIA LAW REQUIRES
2 WORKING DAYS NOTICE FOR
CONSTRUCTION PHASE AND 10 WORKING
DAYS IN DESIGN STAGE — STOP CALL
Pennsylvania One Call System, Inc.
1-800-242-1776

RELEASED FOR CONSTRUCTION
HANOVER ENGINEERING ASSOCIATES, INC.
BY

TYPICAL STREET CROSS SECTION

DRIVEWAY PAVING DETAILS

Alyssa Place

Rosewood Drive

Oakside Drive

Jacksonville Road (T-575)

Ex. Rosewood Drive

NOTE: All Roof Leaders on the structures on Lot #6 shall be directed to drain to the South. No runoff from the proposed structure is to be directed to the Northeast corner.

SITE DATA

Total Area ..... 10.2443 Acres
Number of Lots ..... Existing ..... 3 ..... Proposed 14
Sewer ..... Hanover Township
Water ..... Utilities, Inc / Westgate
Tax Map & Deed Reference (James A. Deviire, et al) ..... NBNW4 ..... 15 ..... 10 & 11 ..... D.B.V. 2006 ..... Pg. 046560
Tax Map & Deed Reference (Richard T. Kingston Jr.) ..... NBNW4 ..... 10 ..... 2 J ..... D.B.V. 5841 ..... Pg. 94
Zoning District ..... R1-S, Residential
Min. Lot Size ..... 12,000 S.F. ..... Woodlands Ordinance ..... 18,000 S.F.
Min. Lot Width ..... 90' ..... Woodlands Ordinance ..... 135'
Max. Lot Coverage ..... 33% ..... Woodlands Ordinance 22%
Min. Front Yard ..... 55'
Min. Side Yard ..... 10% of Lot Width
Min. Rear Yard ..... 40'

Curve No.	Delta	Radius	Length	Tangent	Chord Bearing	Chord Distance
1	[illegible]	25.00'	26.18'	[illegible]	[illegible]	23.57'
2	[illegible]	25.00'	39.27'	25.00'	N 44° 59' 00" E	35.36'
3	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
4	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
5	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
6	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
7	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
8	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
9	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
10	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
11	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
12	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
13	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
14	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]

LOCATION MAP

RECORD OWNER

SUBDIVISION PLAN
PRELIMINARY / FINAL
DEWIRE ESTATES
Hanover Township, Northampton County, Pennsylvania

MARTIN, MARADBURY & GRIFFITH, INC.
CONSULTING ENGINEERS
LAND SURVEYORS
Pa. Affiliates
201 Washington Street, Allentown, Pa. 18102

DATE	SCALE	DRAWN BY	CHK. BY	SHEET NO.
8/13/08	1"=50'	L. Beatty	MAG	1 of 16

August 25, 2026

Domenic Villani

930 Wafford Lane

Bethlehem, PA 18017

DeWire Subdivision – Fee in lieu of street trees

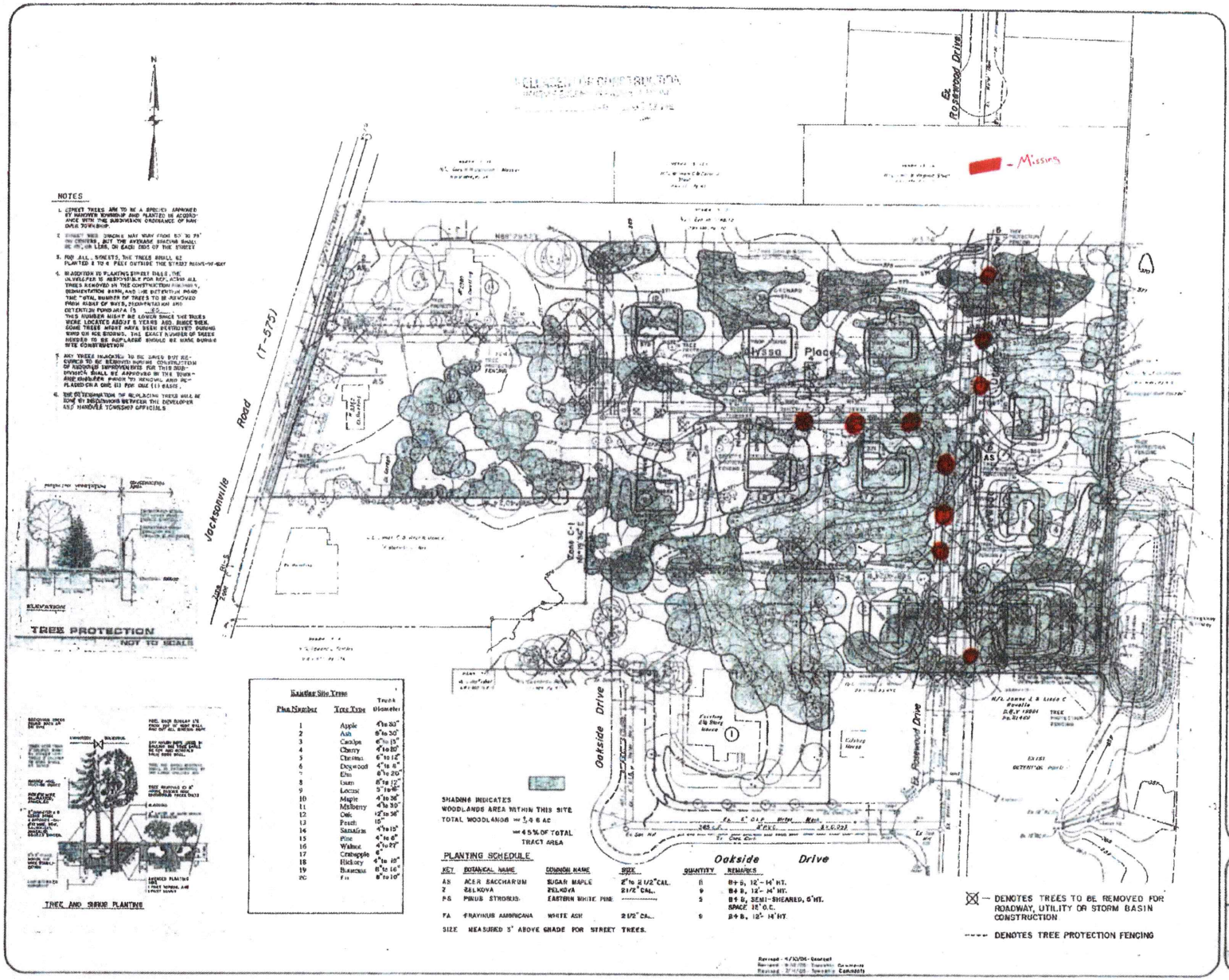
Hanover Township Board of Commissioners,

I am Domenic Villani, a Hanover Township sub-division owner. In 2010 I acquired the DeWire Estates Subdivision with existing utilities and infrastructure. As of 2026, all lots have been sold. I am currently in the process of completing the requirements to turn the development over to Hanover Township. The planting of missing street trees is one of the items on the close out list that was provided by Hanover Township.

Since construction remains to be completed on two vacant lots, I would like to request the option of paying a tree replacement fee in lieu of planting the ten trees shown on the plan. Please let me know if this alternative is available and, if so, the applicable fee and payment process.

Thank you,

Domenic Villani



NOTES

1. STREET TREES ARE TO BE A SPECIES APPROVED BY HANOVER TOWNSHIP AND PLANTED IN ACCORDANCE WITH THE SUBDIVISION ORDINANCE OF HANOVER TOWNSHIP.
2. STREET TREE SPACING MAY VARY FROM 50' TO 75' ON CENTERS, BUT THE AVERAGE SPACING SHALL BE 60' OR LESS, ON EACH SIDE OF THE STREET.
3. FOR ALL STREETS, THE TREES SHALL BE PLANTED 3 TO 6 FEET OUTSIDE THE STREET RIGHT-OF-WAY.
4. IN ADDITION TO PLANTING STREET TREES, THE DEVELOPER IS RESPONSIBLE FOR REPLACING ALL TREES REMOVED IN THE CONSTRUCTION PROCESS, DEMONSTRATION BERM, AND THE DETENTION POND. THE TOTAL NUMBER OF TREES TO BE REMOVED FROM RIGHT OF WAY, DEMONSTRATION AND DETENTION POND AREA IS 65. THIS NUMBER MIGHT BE LOWER SINCE THE TREES WERE LOCATED ABOUT 8 YEARS AGO. SINCE THEN, SOME TREES MIGHT HAVE BEEN DESTROYED DURING WIND OR ICE STORMS. THE EXACT NUMBER OF TREES NEEDED TO BE REPLACED SHOULD BE MADE DURING SITE CONSTRUCTION.
5. ANY TREES INDICATED TO BE SAVED BUT DECEASED TO BE REMOVED DURING CONSTRUCTION OF REQUIRED IMPROVEMENTS FOR THIS SUBDIVISION SHALL BE APPROVED IN THE SUBDIVISION AND ENGINEER PRIOR TO REMOVAL AND REPLACED ON A ONE (1) FOR ONE (1) BASIS.
6. THE DETERMINATION OF REPLACING TREES WILL BE DONE BY DISCUSSIONS BETWEEN THE DEVELOPER AND HANOVER TOWNSHIP OFFICIALS.

TREE PROTECTION
NOT TO SCALE

TREE AND SHRUB PLANTING

Existing Site Trees

Plan Number	Tree Type	Trunk Diameter
1	Apple	4" to 30"
2	Ash	8" to 30"
3	Catalpa	6" to 15"
4	Cherry	4" to 10"
5	Chestnut	6" to 12"
6	Dogwood	4" to 8"
7	Elm	8" to 20"
8	Gum	8" to 12"
9	Locust	5" to 18"
10	Maple	4" to 36"
11	Mulberry	4" to 30"
12	Oak	12" to 36"
13	Peach	10"
14	Sassafras	4" to 15"
15	Pine	4" to 6"
16	Walnut	4" to 27"
17	Crabapple	6"
18	Hickory	4" to 18"
19	Buckeye	8" to 16"
20	Fir	8" to 10"

PLANTING SCHEDULE

KEY	BOTANICAL NAME	COMMON NAME	SIZE	QUANTITY	REMARKS
AS	ACER SACCHARUM	SUGAR MAPLE	2" to 2 1/2" CAL.	8	B+B, 12'-14' HT.
Z	SELKOVA	SELKOVA	2 1/2" CAL.	9	B+B, 12'-14' HT.
PS	PINUS STROBUS	EASTERN WHITE PINE	----------	5	B+B, SEMI-SHEARED, 6' HT. SPACE 15' O.C.
FA	FRAXINUS AMERICANA	WHITE ASH	2 1/2" CAL.	9	B+B, 12'-14' HT.

SIZE MEASURED 3" ABOVE GRADE FOR STREET TREES.

⊠ — DENOTES TREES TO BE REMOVED FOR ROADWAY, UTILITY OR STORM BASIN CONSTRUCTION

---- DENOTES TREE PROTECTION FENCING

LOCATION MAP — Not to Scale

1. There are to be removed for proposed right of way construction on Lot #1 (Dewire Property)

No. of Trees	Type of Tree
1	Apple
1	Ash
3	Cherry
1	Elm
1	Maple
1	Mulberry
2	Sassafras
1	Walnut

2. Trees to be removed for proposed storm easement on Lot #3.

No. of Trees	Type of Tree
4	Cherry
1	Elm
1	Maple

3. Trees to be removed for proposed right of way construction through Edward T. Kagarise, Jr. Property

No. of Trees	Type of Tree
6	Cherry
2	Apple
2	Maple
1	Walnut
1	Catalpa
1	Mulberry
1	Sassafras
1	Pine

4. Trees to be removed along the proposed water line and sewer easement on Lots #2, #3 and #4

No. of Trees	Type of Tree
1	Cherry
2	Apple
1	Maple
1	Walnut
1	Locust
1	Mulberry

5. Trees to be removed along the proposed sanitary sewer construction on Lot #1 (Dewire Property)

No. of Trees	Type of Tree
6	Maple
2	Pine

6. Trees to be removed for proposed base and sewer along Lots #7, #8 and #9

No. of Trees	Type of Tree
2	Ash
2	Cherry
1	Elm
1	Maple
3	Walnut
1	Sassafras

7. Trees to be removed for proposed detention pond and proposed walkway storage area Lots 1 & 9

No. of Trees	Type of Tree
2	Ash
23	Cherry
4	Elm
1	Maple
1	Mulberry
1	Sassafras
1	Walnut

NOTE: The total number of trees to be removed and replaced is 194 trees.

LANDSCAPE PLAN

DEWIRE ESTATES

Hanover Township, Northampton County, Pennsylvania

MARTIN, MEAGBURY & GRIFFITH, INC. — CONSULTING ENGINEERS, LAND SURVEYORS, PLANNERS

1201 Washington Street, Allentown, Pa. 18102

6/10/96	1" = 50'	-- Stoller	1583	16 of 16

ORDINANCE NO. 26-_____

AN ORDINANCE OF THE BOARD OF SUPERVISORS OF THE TOWNSHIP OF HANOVER, COUNTY OF NORTHAMPTON, COMMONWEALTH OF PENNSYLVANIA AMENDINGS ITS CODE OF ORDINANCES BY REVISING CHAPTER 142, SHORT-TERM RENTAL, BY ADDING AN ADDITIONAL PROVISIONS FOR ENFORCEMENT AND LICENSING, AND REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES INCONSISTENT HEREWITH.

***WHEREAS*,** the Board of Supervisors of Hanover Township, Northampton County Pennsylvania (the "BOS") adopted Ordinance No. 19-03, the Short-Term Rental Ordinance of Hanover Township, Northampton County, Pennsylvania on July 23, 2019 (the "STR Ordinance"); and

WHEREAS, the BOS, under the powers vested in them by the "Second Class Township Code", 53 P.S. § 65101, et seq., as well as other laws of the Commonwealth of Pennsylvania seek to amend their STR Ordinance to add an additional provision to enhance enforcement powers by Code Officials.

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

SECTION 1. The Township of Hanover's Code of Ordinances; Part II *General Legislation*; Chapter 142 *Short-Term Rental*; § 142-5 *Code Official* is deleted in its entirety and replaced as follows:

"***§ 142-5 Code Official***. The Township Board of Supervisors will appoint one (1) or more Code Officials, who may be the Township Zoning Officer or Code Enforcement Officer, or a contracted individual, firm or agency, to conduct inspections, make reports, administer and enforce this Ordinance. The Code Official may inspect any STR property at the time an application has been submitted for the purpose of determining its qualification for a License or to

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if it [receives] a complaint substantiated by the Zoning Officer or Code Official that the STR is in violation of the License or the Ordinance. Code Officials shall also include police officers of the Colonial Regional Police Department."

SECTION 2. The Township of Hanover's Code of Ordinances; Part II *General Legislation*; Chapter 142 *Short-Term Rental*; § 142-6 *Licensing*; Subsection E *STR license requirements* is amended as follows:

1. Parenthetical 1 is deleted in its entirety and replaced as follows-

"(1) The STR license shall only be issued in the name of the owner(s) of the STR. An owner must be at least 21 years of age. If an owner is a firm or corporation, its representative must be at least 21 years of age."

2. Parenthetical 5 is deleted in its entirety and replaced as follows-

"(5) A copy of their STR form agreement which states that the tenant(s)' acknowledge that violation of the STR agreement or this chapter may result in termination of the owner's STR license. Copies of STR agreements must be provided to the Township at least three (3) business days prior to tenant(s)' occupancy."

SECTION 3. **SEVERABILITY**. If any section, provision or portion of this Ordinance shall be held invalid or unconstitutional by any Court of competent jurisdiction, such decision shall not affect any other section, clause, provision or portion of this Ordinance so long as it remains legally enforceable minus the invalid portion. The Township reserves the right to amend this Ordinance or any portion thereof from time to time as it shall deem advisable in the best interest of the promotion of the purposes and intent of this Ordinance, and the effective administration thereof.

SECTION 4. **REPEALER**. All Ordinances or parts of Ordinances which are

DRAFT

inconsistent herewith are hereby repealed.

<u>SECTION 5</u>. **EFFECTIVE DATE**. This Ordinance shall become effective five (5) days after enactment.

ENACTED AND ORDAINED at a regular meeting of the Board of Supervisors of the Township of Hanover, County of Northampton on this _____ day of _____, 2026.

ATTEST:

BOARD OF SUPERVISORS,
HANOVER TOWNSHIP,
NORTHAMPTON COUNTY,
PENNSYLVANIA

By:_____
KIMBERLY LYMANSTALL,
Secretary

By:_____
SUSAN A. LAWLESS, ESQUIRE,
Chair

DRAFT