

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

September 18, 2025

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

RE: Zoning Petition: 25ZHB04  
Applicant: Jeremy King  
Property location: 6898 Gwenmawr Rd  
Zoning District: R1-S (Residential Suburban)

Enclosed is a copy of the application received September 18, 2025, requesting relief from the maximum land coverage provisions from the ordinance. Applicant requests relief from maximum land coverage ordinance of 33%.

The next meeting is tentatively scheduled 7:00 PM Thursday, October 23, 2025. Notice of Hearing to follow.

*Tracy Luisser*



# HANOVER TOWNSHIP, Northampton County

3630 Jacksonville Rd, Bethlehem PA 18017

Phone 610-866-1140 Fax 610-758-9116

R# 2051058  
SEP 18 2025  
BY: Dh \$600 cash

## 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 16<sup>th</sup> day of September, 20 25

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

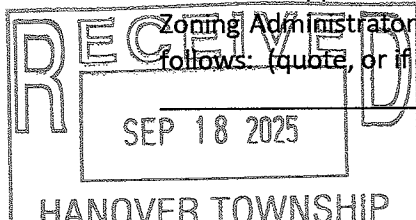
- Address of property for which a special permit is requested: 6898 Gwenmawr Rd. Bethlehem 18017
- Tax Parcel No.: L5 18 2G-21 0214
- Current Zoning Classification: R1-S
- The Dimension of the land area are: 112 x 128
- The real estate contains 12,632.4 square feet.
- The real estate in question is presently classified under the Hanover Township Zoning Ordinance as:  
R1-S  
(a) The real estate is presently used for the purpose of: Residential/Residence  
(b) and contains buildings and other improvements consisting of (if real estate is vacant land, so note):  
N/A

### II. **OWNER INFORMATION**

- Owner of property: Jeremy King Telephone (484) 408-8669  
(all parties to the title must be listed, attach additional page if needed)  
Address 6898 Gwenmawr Rd Bethlehem Pa 18017

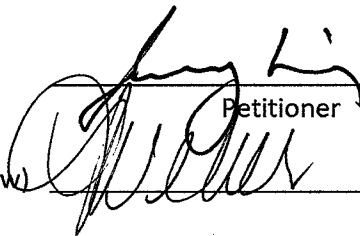
### III. **APPLICANT INFORMATION** (herein after known at the "Petitioner")

- Applicant ("Petitioner(s)") Jeremy King Telephone (484) 408-8669  
(all parties must be listed, attach additional page if needed)  
Address 6898 Gwenmawr Rd. Bethlehem Pa 18017
- Petitioner is the (check one or more)  
☒ Owner ☐ Occupant ☐ Agent for: \_\_\_\_\_ ☐ Other: \_\_\_\_\_
- Attorney representing Petitioner(S): N/A Telephone \_\_\_\_\_  
Address N/A
- 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: \_\_\_\_\_
- Petitioner appeals or makes application from the order, requirement, decision or determination of the Zoning Administrator or other Township Official made on \_\_\_\_\_, 20\_\_\_\_, which was as follows: (quote, or if insufficient space, attach additional page).  
N/A



6. Petitioner claims that the variance, exception, or other relief should be granted as herein requested under the following sections of the Hanover Township Zoning Ordinance. (cite all sections supporting your position, or relevant to the consideration of your Petition) Impervious Coverage Chapter 185
- 
7. The variance or exception requested and the new improvements desired to be made as follows:
- (a) Building(s) to be erected: Proposed concrete inground swimming pool w/ concrete deck
- 
- (b) Building(s) to be changed: N/A
- 
- (c) Building(s) to be used for: N/A
- 
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 )

COUNTY OF Northampton ) ss:

ON THIS, the 16th day of September, 2025, before me, Londa M. Weber the undersigned officer,

personally appeared, Jeremy King,  
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.

[Signature] (SEAL)  
Signature of the Petitioner taking affidavit

Sworn to and subscribed before me

This 16th day of Sept, 2025

[Signature]  
NOTARY PUBLIC

Commonwealth of Pennsylvania - Notary Seal  
Londa M. Weber, Notary Public  
Northampton County  
My commission expires September 24, 2026  
Commission number 1285843  
Member, Pennsylvania Association of Notaries

FOR CORPORATE PETITIONERS:

COMMONWEALTH OF PENNSYLVANIA )

COUNTY OF \_\_\_\_\_ ) ss:

ON THIS, the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, \_\_\_\_\_ the undersigned officer,

personally appeared, \_\_\_\_\_,  
who acknowledged \_\_\_\_\_ self to be the \_\_\_\_\_ of  
\_\_\_\_\_, a corporation, and that he as such \_\_\_\_\_ being  
authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the  
corporation by \_\_\_\_\_ self as \_\_\_\_\_.

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

\_\_\_\_\_  
Signature of the Petitioner taking affidavit

Sworn to and subscribed before me

This \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

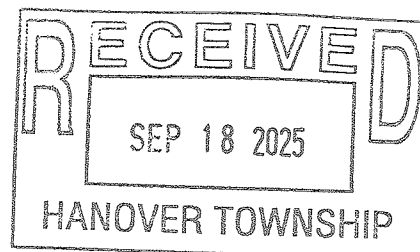
Rami Khoury  
6910 Gwenmawr Rd  
Bethlehem, PA  
18017

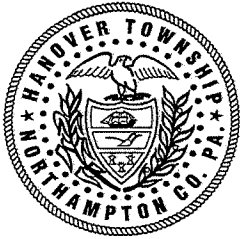
Alexander Queen  
6904 Gwenmawr Rd  
Bethlehem, PA  
18017

Blaise Mineo  
6892 Gwenmawr Rd  
Bethlehem, PA  
18017

Anthony Marino  
6886 Gwenmawr Rd  
Bethlehem, PA  
18017

Bishop Awad  
6750 Lilac Rd  
Bethlehem, PA  
18017





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

September 3, 2025

Jeremy Lee King  
6898 Gwenmawr Rd  
Bethlehem PA 18017

RE: In-ground pool Permit Application  
Parcel ID L5 18 2G-21 0214

Dear Mr. King,

Your application for an in-ground swimming pool at 6898 Gwenmawr Rd has been reviewed for compliance with Hanover Township Zoning Ordinances and is hereby denied for the following reasons.

1. Our calculations indicate the proposed pool, concrete decking, and equipment pad and the existing structures on the property exceed the maximum lot coverage of 33%. (185-26 F (2))

Consider this letter as a denial of your application in accordance with Section 185-44 of the Hanover Township Zoning Ordinance.

Once you have resolved all Zoning requirements, you may re-submit for further review for PA UCC Building Code Compliance.

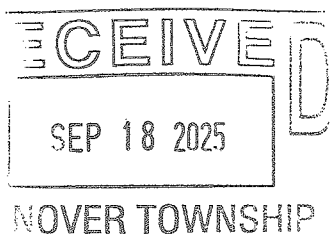
You have the right to appeal my decision to the Hanover Township Zoning Hearing Board in thirty (30) days.

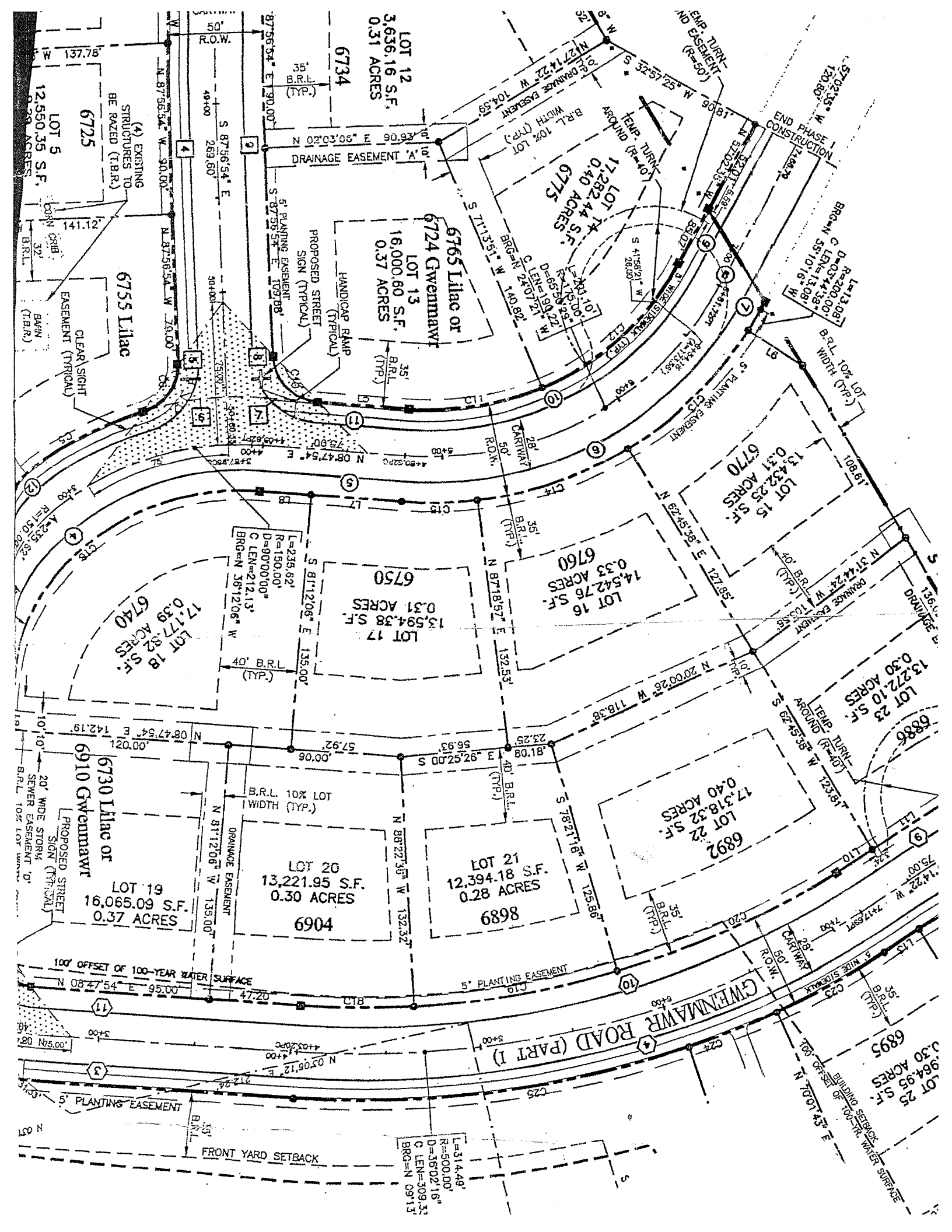
Should you have any questions, do not hesitate to contact me at my office, 610-866-1140 ext 236.

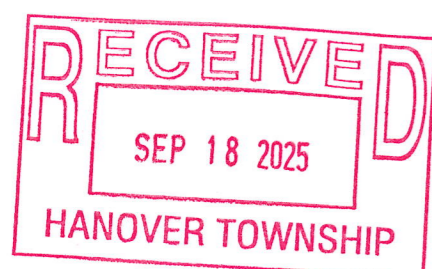
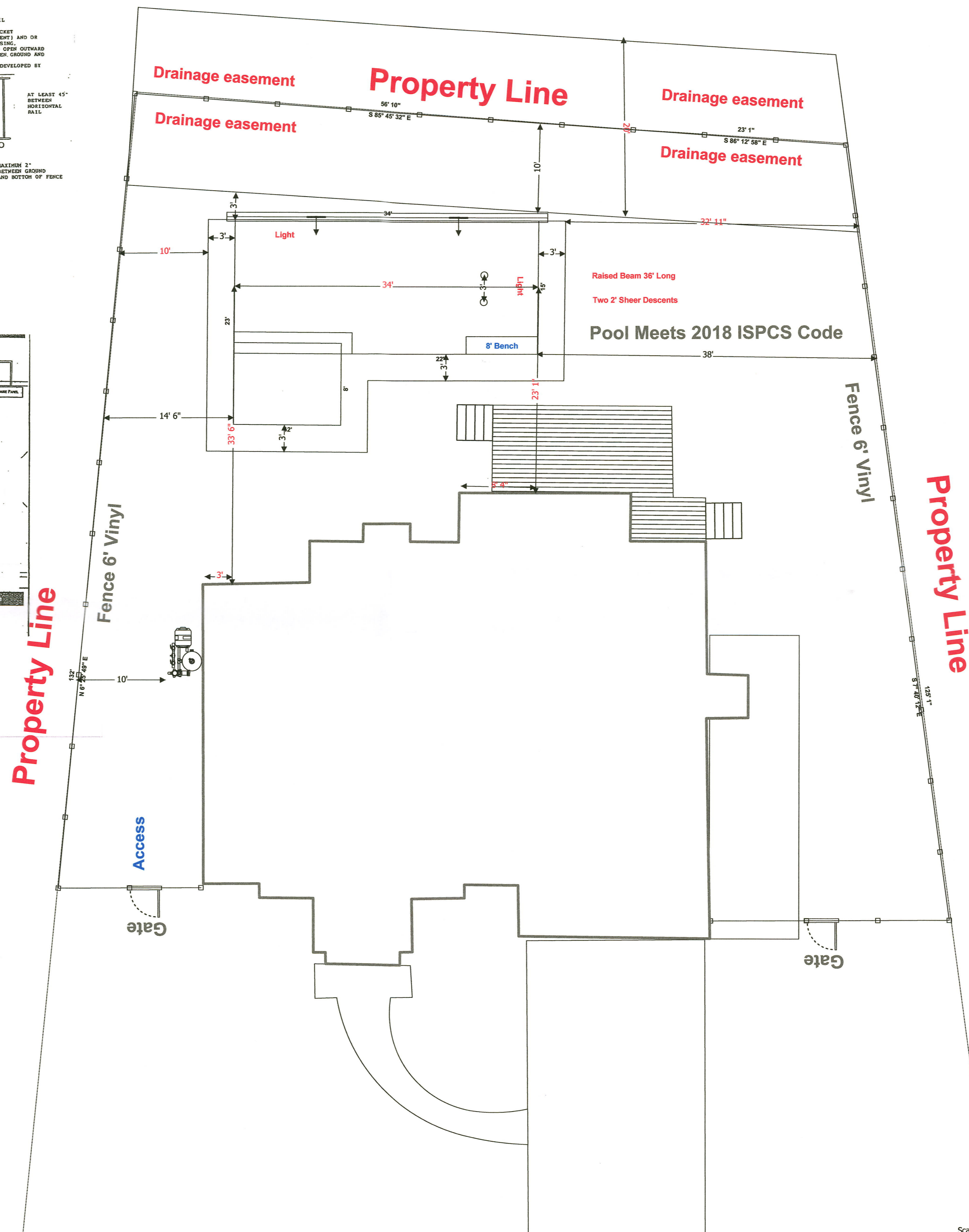
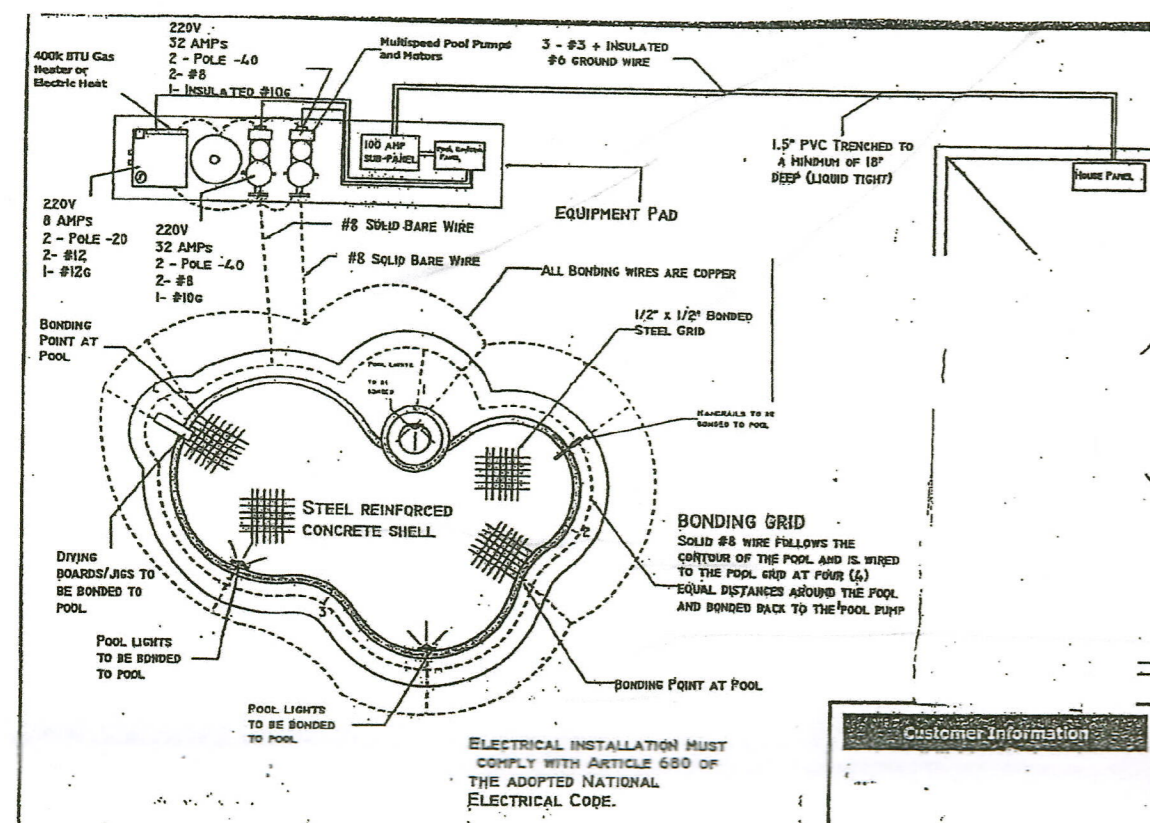
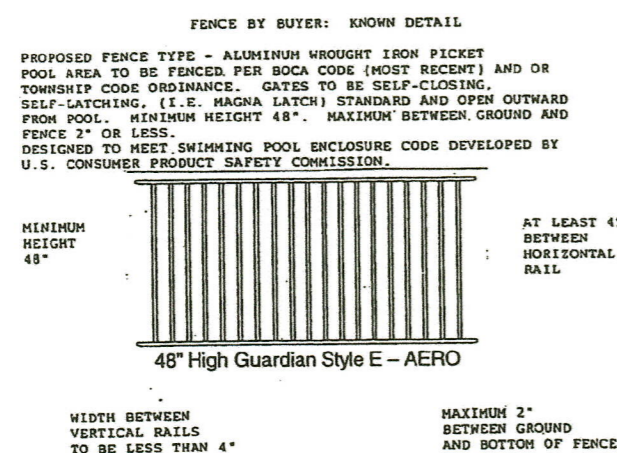
Sincerely,

*Tracy Luisser*

Tracy Luisser  
Zoning Officer/Building Code Official







Style: <u>Rectangle</u>		<u>34' x 15'</u>
Perimeter: <u>114'</u>	Area: <u>608 ft²</u>	
Envelope: <u>34' x 23'</u>		
Depth: <u>3' 6" to 6'</u>	RTNS: <u>3</u>	
Volume: <u>16,134</u>	Lights: <u>2</u>	
Skim: <u>Bermuda</u>	Drains: <u>2</u>	
Coping Material: _____		
Interior Finish: <u>Standard White</u>		
Notes: <u>Sunshelf</u>		

Perimeter: 0" Area: 0 ft<sup>2</sup>  
 Jets: 0 Height: \_\_\_\_\_  
 Lights: 0 Drains: 0  
 Spillover Length(s): \_\_\_\_\_  
 Coping Material: \_\_\_\_\_  
 Interior Finish: \_\_\_\_\_  
 Notes: \_\_\_\_\_

Raised Beams: 36' Long 18" High  
Two 2' Sheer Descents

Area: 255 ft<sup>2</sup>  
 Perimeter: \_\_\_\_\_  
 Coping Area: \_\_\_\_\_  
 Coping Material: \_\_\_\_\_  
 Surface Material: Stamped Concrete

Circ Pump: Variable Pump #2: \_\_\_\_\_  
Remote: TCXP Sanitizer: Aqua Pure  
Filter: D.E.V. Blower: \_\_\_\_\_  
Heater: JXI (Nat. Gas)  
Cleaner: Alpha Iq  
Pool Light: 2 LED  
Spa Light: \_\_\_\_\_  
NOTES:

I/we (the undersigned) have reviewed this plan and approve it as correct within reasonable tolerance. I/we understand that any changes made to a shape or to a location may delay the project and/or result in additional cost.

A line graph showing the relationship between the number of people and the number of pizzas. The x-axis is labeled "Number of People" and has tick marks from 1 to 6. The y-axis is labeled "Number of Pizzas" and has tick marks from 1 to 6. A line is plotted starting at the point (1, 3) and ending at the point (6, 2). The line slopes downward from left to right.

Project Name: King Family  
Client Name: Jeremy King  
Client Email: jeremyking1977@gmail.com  
Client Phone: 484-408-8669  
Address: 6898 Gwennamar Rd  
City: Bethlehem State: Pa Zip Code: 18017  
Designer Name: Michael Holmes



Scale:  $1/8" = 1 \text{ ft}$

**House - 2,490Sf**  
**Driveway - 720SF**  
**Front walk - 137Sf**  
**Concrete pad on side - 340Sf**

## Proposed

**Pool - 608SF**  
**Deck - 257Sf**  
**Equip Pad - 24SF**

**Total Impervious - 4,576Sf**

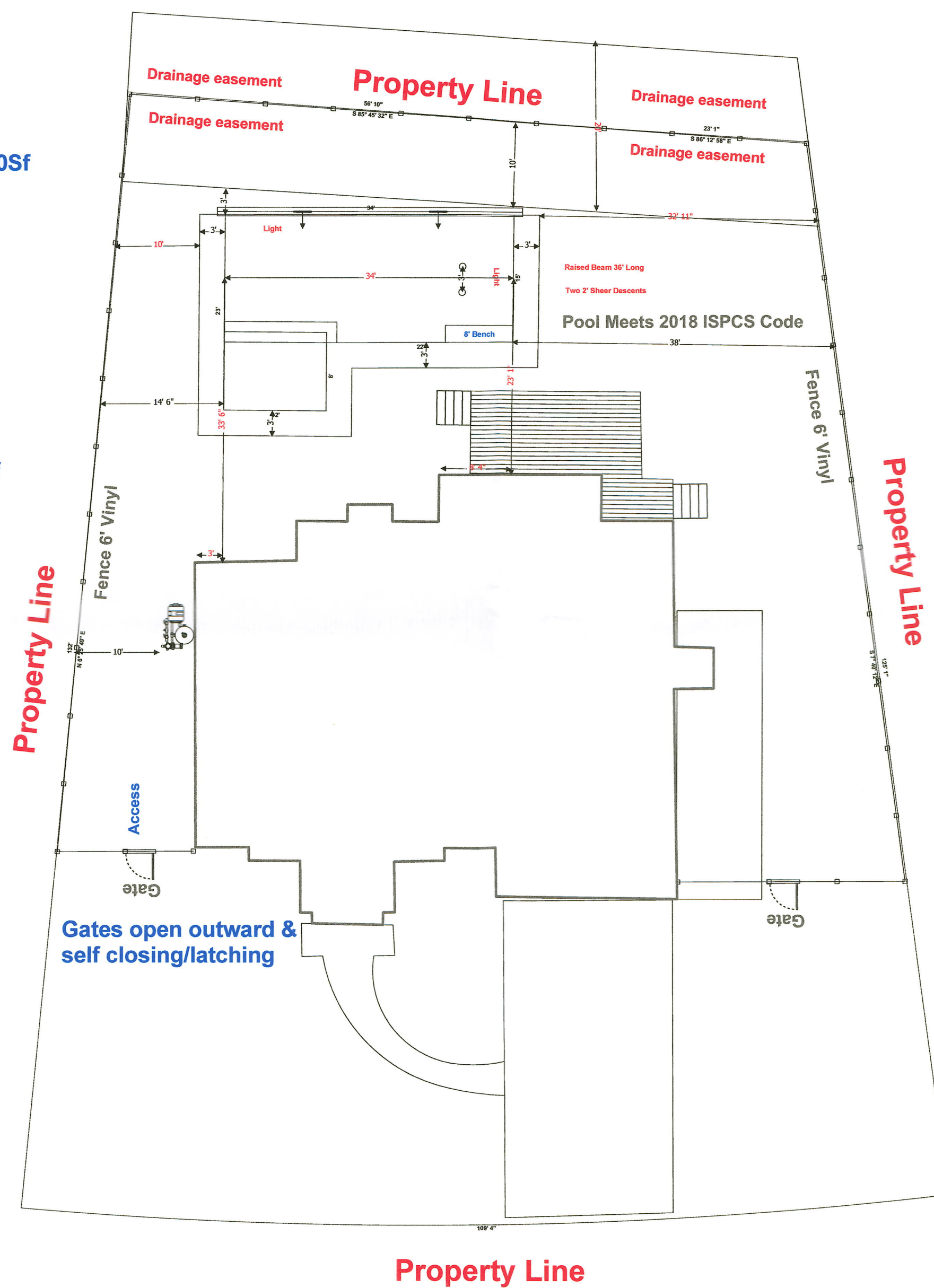
**All doors leading doors leading to the pool will be alarmed**

**All 2" Schedule 40 PVC plumbing.**

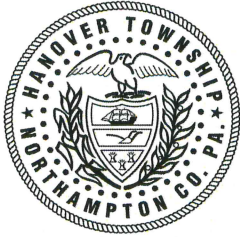
**60Sf D.E. Filter**  
**2.7hp Variable speed pump**

**No overhead  
electrical/communication lines**

**Gates open outward & self closing/latching**



RECEIVED  
SEP 18 2025  
HANOVER TOWNSHIP



**BOARD OF SUPERVISORS**  
**Zoning & Code Enforcement**  
*Hanover Township Northampton County*  
3630 Jacksonville Road  
Bethlehem, Pennsylvania 18017-9302  
610.866.1140  
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September 19, 2025

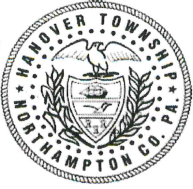
To: Board of Supervisors  
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Kimberly Lymanstall  
Barbara Baldo  
Brian Dillman  
Jesse Chupella  
Ted Lewis, Esquire  
Jim Broughal, Esquire  
Brien Kocher, HEA

RE: Zoning Petition: 25ZHB05  
Applicant: Thomas J Shelby  
Property location: 5601 Grace Ave  
Zoning District: R1-U (Residential Urban)

Enclosed is a copy of the application received September 19, 2025, requesting relief from the ordinance prohibiting a shed in a townhouse development.

The next meeting is tentatively scheduled 7:00 PM Thursday, October 23, 2025. Notice of Hearing to follow.

*Tracy Lwisser*



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

#2031045  
F A I  
SEP 19 2025  
BY: DM #600 #3202

## 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 18 day of September, 20 25

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

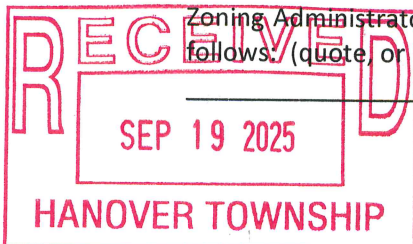
1. Address of property for which a special permit is requested: 5601 Grace Avenue
2. Tax Parcel No.: \_\_\_\_\_
3. Current Zoning Classification: R1-U Single Family Residential - Townhome
4. The Dimension of the land area are: .2991 Acres
5. The real estate contains 13,024 square feet.
6. The real estate in question is presently classified under the Hanover Township Zoning Ordinance as:  
110 - Single Family Residential
  - (a) The real estate is presently used for the purpose of: Residential
  - (b) and contains buildings and other improvements consisting of (if real estate is vacant land, so note):  
\_\_\_\_\_

**II. OWNER INFORMATION**

1. Owner of property: Thomas J Shelby Telephone (484) 866-0349  
(all parties to the title must be listed, attach additional page if needed)  
Address 5601 Grace Avenue  
Bethlehem, Pa 18017

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

1. Applicant ("Petitioner(s)") Thomas J Shelby Telephone (484) 866-0349  
(all parties must be listed, attach additional page if needed)  
Address 5601 Grace Avenue  
Bethlehem, Pa 18017
2. Petitioner is the (check one or more)  
☒ Owner ☐ Occupant ☐ Agent for: \_\_\_\_\_ ☐ Other: \_\_\_\_\_
3. Attorney representing Petitioner(S): \_\_\_\_\_ Telephone \_\_\_\_\_  
Address \_\_\_\_\_
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 September 11, 20 25, which was as follows: (quote, or if insufficient space, attach additional page). Per Hanover Township Zoning Officer Decision.



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) 185-25 C. 3.

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

(a) Building(s) to be erected: 10' x 12' Shed in Rear Yard

(b) Building(s) to be changed: \_\_\_\_\_

(c) Building(s) to be used for: \_\_\_\_\_

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)

[Signature]  
Petitioner  
Katrina Josette Beaver (SEAL)

Commonwealth of Pennsylvania - Notary Seal  
Katrina Josette Beaver, Notary Public  
Northampton County  
My commission expires November 20, 2028  
Commission number 1449694  
Member, Pennsylvania Association of Notaries

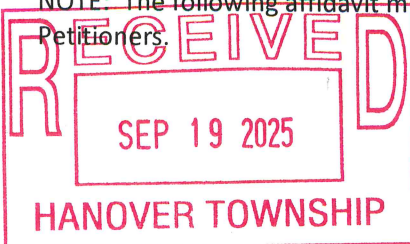
\_\_\_\_ (SEAL)

\_\_\_\_ (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 Northampton )

ON THIS, the 18th day of September, 20 25, before me, Katrina Josette Beaver  
the undersigned officer,  
personally appeared, Thomas J Shelby,  
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.

[Signature] (SEAL)  
Signature of the Petitioner taking affidavit

Sworn to and subscribed before me

This 18th day of September 2025.

Katrina Josette Beaver  
NOTARY PUBLIC

Commonwealth of Pennsylvania - Notary Seal  
Katrina Josette Beaver, Notary Public  
Northampton County  
My commission expires November 20, 2028  
Commission number 1449694  
Member, Pennsylvania Association of Notaries



FOR CORPORATE PETITIONERS:

COMMONWEALTH OF PENNSYLVANIA )  
 ) ss:  
COUNTY OF \_\_\_\_\_ )

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

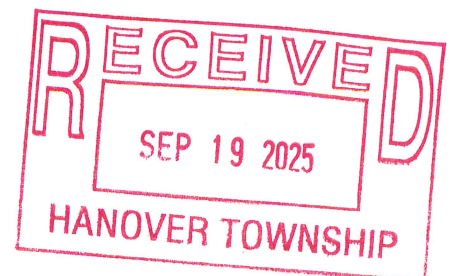
IN WITNESS WHEREOF, I hereunto set my hand and official seal.

\_\_\_\_\_  
(SEAL)  
Signature of the Petitioner taking affidavit

Sworn to and subscribed before me

This \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC



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

9/18/2025

Letter of Intent for Zoning Variance For:  
Thomas J Shelby  
5601 Grace Avenue  
Bethlehem, PA 18017

Dear Hanover Township Board of supervisors,

I am seeking relief from the ordinance that prevents townhouse residents from building a shed on their property.

I am looking to add a 12' x 10' shed in my backyard, for the reasons detailed below:

Even though my home is a townhouse, the property size and shape is unique. The size of the lot is 0.2991 acres and is located at the beginning of a cul-de-sac. My property is larger than most others in my neighborhood, and I use a riding lawn mower to cut my lawn.

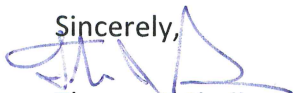
The proposed shed would allow me to be able to store my property in a safe place. I currently only have a one-car garage to store outdoor furniture and lawn equipment in, which is not enough to store everything along with a car. For example, I store my lawn mower, grill, and lawn chairs in the backyard, which does not prevent it from potentially harsh elements such as snow and rain. I also must store gasoline for my riding lawn mower and push mover inside the garage, which could create a fire hazard for the neighborhood. By being able to have a shed, I would be able to store all my outdoor furniture and lawn and garden equipment in an area that would keep them safe from not only harsh weather conditions, but also from thievery, along with preventing potential hazards from stored gasoline in a townhouse.

The proposed shed would not cause harm to the environment or to the residents of our neighborhood.

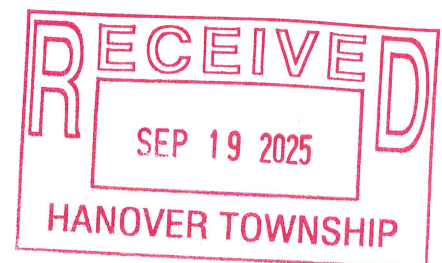
Granting this variance would not cause there to be an increase in price to the property or neighboring properties, and it will blend in with the rest of the neighborhood.

Thank you for your consideration.

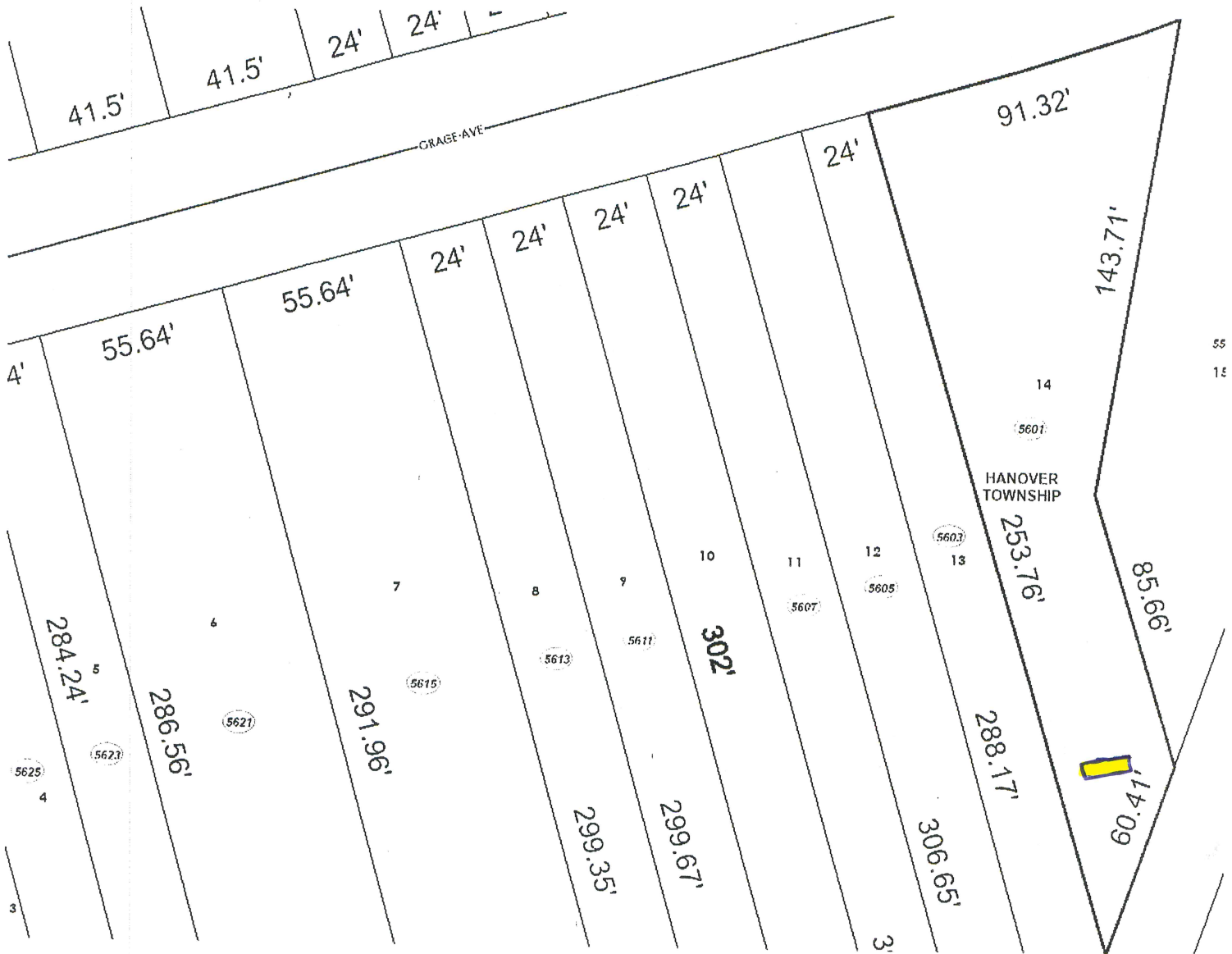
Sincerely,



Thomas J Shelby



Sh. d.  



Sh.d 



**§ 185-25 Regulations applicable to all residential districts.**

.. Definition. Residential districts are the following:

- (1) Single-Family Residential Rural (R1-R).
- (2) Single-Family Residential Suburban (R1-S).
- (3) Single-Family Residential Urban (R1-U).
- (4) Multiple-Family Residential (R2).
- (5) Planned Highway Residential (PHR).  
[Added 2-19-2002 by Ord. No. 02-02]
- (6) Residential Adult (R1-A).  
[Added 3-22-2005 by Ord. No. 05-02]

R1-U

B. Scope of this section. Unless otherwise noted, provisions and requirements of § 185-25 apply to all classes of residential districts listed in Subsection A.

C. Accessory buildings and uses.

- (1) An accessory building or use shall not project nearer to the street on which the principal building fronts than such principal building.
- (2) An accessory building, private garage or accessory use shall be considered to be part of the main dwelling in applying front, side, and rear yard regulations of this chapter.

X (3) Except for townhouses and single-family attached dwelling units located in any residential zoning district, a detached outdoor storage shed may be located in a required side or rear yard provided that the following requirements are met:

- (a) Use. Storage shed to be used for the storage of lawn mowers, garden tractors, garden tools, lawn furniture, and all other material in this classification.
- (b) Size. Storage shed, whether prefabricated or custom built, shall not exceed 120 square feet of floor space and the wall height shall not exceed eight feet, nor the gable height exceed nine feet.
- (c) Location. Storage shed must be constructed at least three feet from rear and side yard property lines.
- (d) Anchoring. All buildings shall be properly and adequately anchored.

(4) Patios, decks and/or privacy screens for townhouses or single-family attached residential dwelling units located in an R1-U or PHR Zoning District shall be permitted without conditional use or site plan approval in accordance with the following standards, and shall be permitted for townhouses or single-family attached dwelling units located in any other residential zoning district in accordance with the following standards:

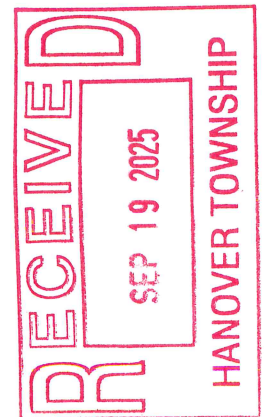
(a) Privacy screens. A privacy screen shall be constructed as an attached structure to the principal structure as long as such privacy screen complies with all of the following requirements:

- [1] No privacy screen shall be constructed within a building setback area or required yard area.
- [2] No screen shall be constructed into or through a drainage or utility easement.
- [3] A privacy screen shall be erected at right angles to the building face to which it is attached and it shall extend from that building face no more than 16 feet away from the building.
- [4] The minimum embedment of post for the privacy screen should be 24 inches below the surface of the ground.
- [5] No gates shall be installed in the privacy screen.
- [6] Privacy screens shall be constructed of pressure treated, wood-stained, natural wood-colored wood and shall not be painted.
- [7] Privacy screens shall be constructed of a stockade or board-on-board slatted-type construction with slats a maximum of four inches in width.
- [8] All privacy screens shall be set back from a side lot line at least six inches, even if no side yard requirement is required in the particular zoning district except, however, if no side yard setback requirement exists for the zoning district, the privacy screen may be constructed along the property line if both adjoining property owners agree in writing to a common fence at the time of the building permit application.

[9] All privacy screens shall be six feet in height from the ground level.

(b) Patios and decks. A patio or deck may be attached to the principal structure if all of the requirements listed below are met by such patio or deck:

- [1] No patio or deck shall be constructed within building setback lines or required yard areas.
- [2] No deck or patio shall encroach into a drainage easement or utility easement.



**HOLD HARMLESS  
INDEMNIFICATION AGREEMENT**

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_ 2025, by and between HANOVER TOWNSHIP, a second class township of Northampton County, Pennsylvania, with an address at 3630 Jacksonville Road, Bethlehem, Pennsylvania, 18017 (“Township”) and **JOHN W & ANNE C FRANCIS**, adults residing at 1118 Marble Circle, Bethlehem, Hanover Township, Northampton County, Pennsylvania, 18017 (“Owner”).

**RECITALS**

A. Owner proposes to install a fence (the “Structure”) on the property located at 1118 Marble Circle, Bethlehem, Pennsylvania also known as tax parcel number M6 23 4-25 0214 (the “Premises”).

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

C. The proposed Structure will encroach into the twenty-five (25) foot Drainage Easement in the rear yard located on the Premises (the “Easement”).

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

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

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

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

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

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

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

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

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

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

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

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

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

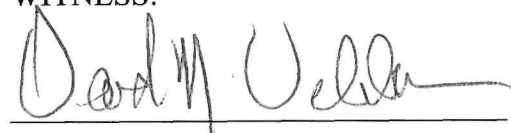
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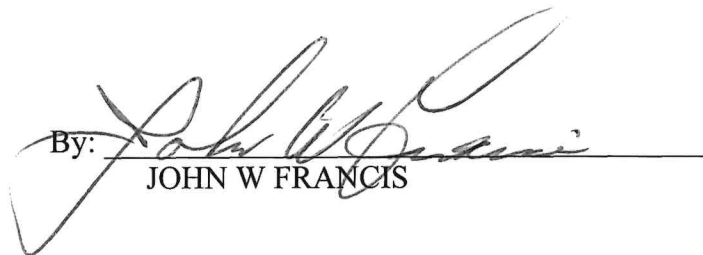
HANOVER TOWNSHIP, Northampton County,  
Pennsylvania, a second class township

By: \_\_\_\_\_

By: \_\_\_\_\_  
SUSAN A LAWLESS, ESQ, Chair  
Board of Supervisors

WITNESS:



By:   
JOHN W FRANCIS



By:   
ANNE C FRANCIS

COMMONWEALTH OF PENNSYLVANIA )  
 ) ss:  
COUNTY OF NORTHAMPTON )

**ON THIS**, the \_\_\_\_\_ day of \_\_\_\_\_, 2025, before me, the subscriber, a Notary Public in and for the said County and State, the undersigned officer, personally appeared **SUSAN A LAWLESS, ESQ** who acknowledged himself to be the Chair of the Board of Supervisors of Hanover Township and that she as such Chair, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as Chairman.

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

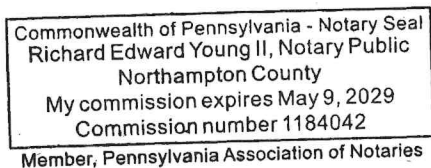
NOTARY PUBLIC

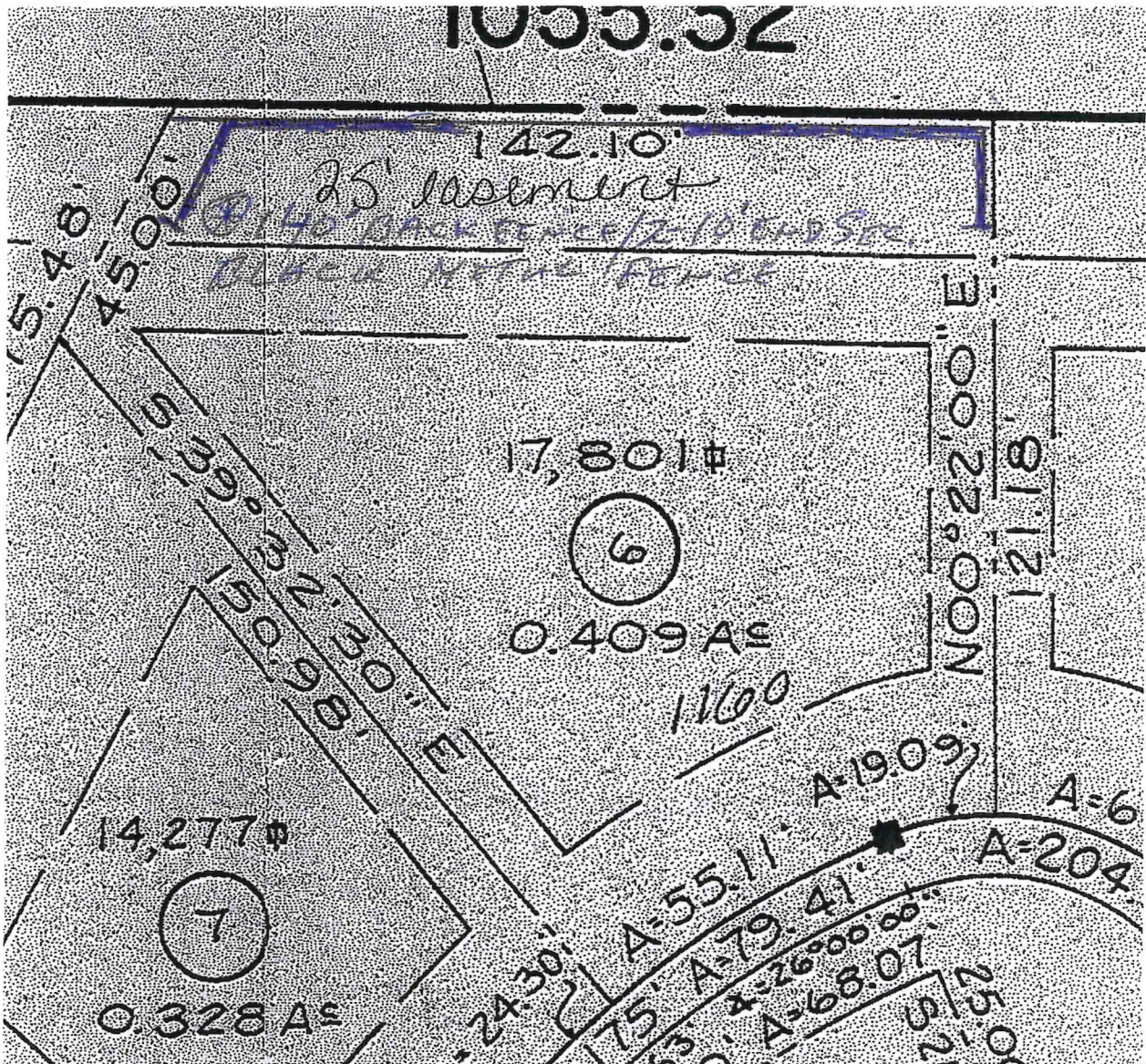
COMMONWEALTH OF PENNSYLVANIA )  
 ) ss:  
COUNTY OF NORTHAMPTON )

ON THIS, the 6<sup>th</sup> day of OCTOBER, 2025, before me a notary public, the undersigned officer, personally appeared **JOHN W FRANCIS & ANNE C FRANCIS** known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument, and acknowledged that they executed the same for the purposes therein contained.

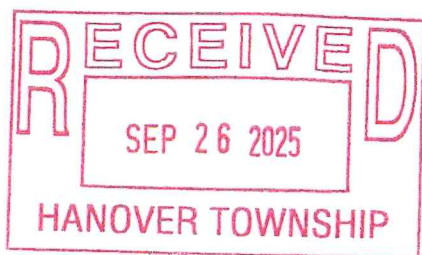
***IN WITNESS WHEREOF***, I hereunto set my hand and official seal.

  
NOTARY PUBLIC





JOHN FRANCIS  
1118 MARBLE CIR



**AGREEMENT AND CONSENT TO RECORDING**  
**HANOVER TOWNSHIP, NORTHAMPTON COUNTY, PENNSYLVANIA**  
**FARMHOUSE VILLAGE HANOVER**

*THIS AGREEMENT*, made this 24<sup>th</sup> day of September, 2025, by and between  
**HANOVER TOWNSHIP**, a municipal corporation of the County of Northampton, and  
Commonwealth of Pennsylvania;

AND

**LEVI LAND HOLDINGS, LLC**, a Pennsylvania limited liability company, with an  
address at 5000 Springside Court, Allentown, Pennsylvania 18104 (hereinafter referred to as  
"Owner");

AND

**AIRPORT ROAD PARTNERS, LP** a Pennsylvania limited partnership, having an  
address of 1177 6th St., Whitehall, PA, 18052 (hereinafter referred to as "Permittee")

WITNESSETH:

WHEREAS, the Township of Hanover, Northampton County, Pennsylvania (hereinafter  
referred to as "Township") is a second class Township; and

WHEREAS, Preliminary/Record Subdivision Plans for Farmhouse Village Hanover (the  
"Development"); were approved conditionally by the Township Planning Commission on May 2,  
2022 and conditionally approved by the Township Board of Supervisors on April 25, 2023 (the  
"Subdivision Plan"); and

WHEREAS, Permittee is the current permittee under NPDES Permit No: PAD480150 for  
the Development (the "NPDES Permit"); and

WHEREAS, Owner and Permittee intend to record the NPDES Permit and the related Post-  
Construction Stormwater Management Plans ("PCSM Plans") by way of an Instrument for the

Declaration of Restrictions and Covenants Relating to the Stormwater Management and Related Matters Permit No. PAD480150; and

WHEREAS, Owner and Permittee intend to record the Subdivision Plans; and

WHEREAS, as a condition to recording of the Subdivision Plan, Owner and Permittee have agreed to modify the NPDES permit and the related PCSM Plans to conform to the Subdivision Plan; and

WHEREAS, Township has agreed to permit Owner and Permittee to record the Subdivision Plan prior to amending the NPDES Permit and PCSM Plans conditioned upon Owner and Permittee executing this Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual promises and undertakings herein set forth, and intending to be legally bound hereby, for other good and valuable considerations, the parties agree as follows:

1. The foregoing recitals are incorporated herein by reference and form a material part of this Agreement.
2. Township hereby consents to the recording of the Subdivision Plan prior to the amendment of the NPDES Permit and the PCSM Plans. Township further agrees that Owner may commence and prosecute work under the Subdivision Plan prior to amendment of the NPDES Permit and the PCSM Plans to the extent such work is allowed by the County Conservation District.
3. Owner and Permittee agree to submit an application to amend the NPDES Permit and related PCSM Plans to conform to the Subdivision Plan on or before ninety (90) days from the date upon which the Subdivision Plan is recorded and to prosecute the same with reasonable diligence.
4. Owner and Permittee agree to submit an application for Owner or its designated contractor to be added to the NPDES Permit as a co-permittee.

5. Owner has executed, or will execute, a Subdivision Improvements Agreement (the “Developer Agreement”) with respect to the Improvements (as defined in the Developer Agreement). Except as expressly modified hereby, the Developer Agreement shall remain in full force and effect.

6. This Agreement may be executed in counterparts, which taken together shall constitute one instrument, notwithstanding the fact that all signatures are not contained on the same copy. Signatures transmitted by email in portable document format, signatures electronically signed in accordance with the Uniform Electronic Transaction Act (UETA), or the substantive equivalent of the UETA as adopted in the Commonwealth of Pennsylvania, and signatures electronically signed in accordance with the United States ESIGN Act, including (without limitation) by use of certificate-based electronic signature software, such as that operated by DocuSign, shall have the same effect, and shall be binding upon and enforceable against the parties hereto, as the party’s manual, wet-ink signature on a paper document. If a party executed this Agreement using an electronic signature, that party agrees that the party’s electronic signature on this Agreement demonstrates the party’s intent that this Agreement be legally valid and enforceable in accordance with its terms. If this Agreement has been electronically signed by use of certificate-based electronic signature software or services, such as that operated by DocuSign, the parties hereby declare that they have received all information required to be fully aware of the certificate-based electronic signature process and each party hereby waives any claim which it may have against the enforceability of this Agreement based on the use of such certificate-based electronic signature software.

7. The parties agree that this agreement shall not be recorded.

*[Signatures on following page]*

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

ATTEST:

HANOVER TOWNSHIP,  
NORTHAMPTON COUNTY,  
PENNSYLVANIA

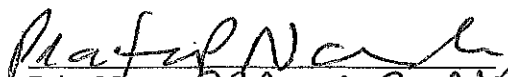
By: \_\_\_\_\_  
Kimberly Lymanstall, Secretary


By: \_\_\_\_\_  
Susan A. Lawless, Chair  
Board of Supervisors

WITNESS:

OWNER:

LEVI LAND HOLDINGS, LLC,  
a Pennsylvania limited liability company


  
Print Name: PRATA P NAIDU  
Title: Business Manager


By:   
Print Name: NICOLAS NAIDU  
Title: MANAGING MEMBER

WITNESS:

PERMITTEE:

AIRPORT ROAD PARTNERS, LP,  
a Pennsylvania limited partnership

  
Print Name: Ryan Peblor  
Title: Construction Coordinator

By:   
Print Name: Abraham Attieh  
Title: Manager

**Prepared by and Return to:**

James L. Broughal, Esquire  
Broughal & DeVito, L.L.P.  
38 West Market Street  
Bethlehem, PA 18018  
(610) 865-3664

**Northampton County Parcel I.D. #s:**

**M5 5 1 0508 – 6500 Hanoverville Road, East Allen Township**

**M5 5 1A 0214 - 4435 Jacksonville Road, Hanover Township**

**DECLARATION OF COVENANT,**  
**AGREEMENT AND EASEMENT FOR**  
**MAINTENANCE OF STORMWATER MANAGEMENT FACILITIES**  
**HANOVER TOWNSHIP, NORTHAMPTON COUNTY, PA**  
**FARMHOUSE VILLAGE HANOVER**

***THIS DECLARATION OF COVENANT, AGREEMENT AND EASEMENT*** is made the

6<sup>th</sup> day of August, 2025, by and between **LEVI LAND HOLDINGS, LLC**, a

Pennsylvania limited liability company, with an address at 5000 Springside Court, Allentown,

Pennsylvania 18104 (hereinafter referred as “Declarant”), and

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

WHEREAS, the Declarant is the owner in fee simple of a certain tract of land, Northampton County Uniform Parcel I.D.#(s) M5 5 1A 0214 (hereinafter “Subject Premises”) as set forth on a subdivision plan (hereinafter “Plan”), the cover sheet of which is entitled “Preliminary/Record Subdivision Plans for Farmhouse Village Hanover” dated March 12, 2019, as revised, prepared by Penn Technology Consulting , LLC, with the Plan having been recommended for approval by the Hanover Township Planning Commission with certain conditions on May 2, 2022, and

approved by the Hanover Township Board of Supervisors with certain conditions on April 25, 2023, and the record sheet(s) of which Plan has been or is about to be recorded in the Office of the Recorder of Deeds of Northampton County, Pennsylvania; and

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

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

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

WHEREAS, as a condition of obtaining final approval of the Plan from the Township, the Township has required that the Declarant execute and record this Declaration of Covenant, Agreement and Easement and the Easement Agreement in the Office of the Recorder of Deeds of Northampton County, Pennsylvania for the purpose of ensuring to the Township, inter alia, that: (1) the Stormwater Management Facilities are located, constructed, installed and maintained by the Declarant in accordance with the Plan and Development Agreement; (2) following the completion of the duties of the Declarant pursuant to the Plan and the Development Agreement, the Stormwater Management Facilities are continually and perpetually maintained, repaired, refurbished, reconstructed, and replaced by the Declarant and any future owners of the fee simple interest in the Subject Premises (“Owners”) on which the Stormwater Management Facilities are

located and shall continually and perpetually perform such maintenance, repair, refurbishment, reconstruction, and replacement of Stormwater Management Facilities, including but not limited to drainage swales, detention and retention basins, stormwater piping systems, headwalls, inlet and outlet structures, and all structures and facilities appurtenant to the foregoing, as shown on the Plan and located on the Subject Premises, as may be necessary or advisable in the opinion of the Township to ensure the structural integrity and the proper functioning thereof, and compliance with all federal, state, and local laws, rules, and regulations pertaining thereto. At no time shall the Stormwater Management Facilities be removed or altered without the prior written approval of the Township.

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

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

2. The Owners of the Subject Premises on which Stormwater Management Facilities are located shall continually and perpetually perform such maintenance, repair, refurbishment, reconstruction, and replacement of said facilities, including but not limited to drainage swales, detention and retention basins, stormwater piping systems, headwalls, inlet and outlet structures, and all structures and facilities appurtenant to the foregoing and all Best Management Practices ("BMPs) agreed to be performed by Owners , as shown on the Plan and located on the lands of the

Owners, as may be necessary to ensure the structural integrity and the reliable performance thereof, and compliance with all federal, state and local laws, rules, and regulations pertaining thereto. At no time shall the Stormwater Management Facilities be removed or altered in any manner without the prior written approval of the Township.

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

4. All drainage swales, detention and/or retention basins, and other stormwater easements shown on the Plans shall be maintained in a grassed or otherwise improved condition, in accordance with the grades and designs shown on the Plan. All these easements shall be kept free of all obstructions, including but not limited to, such obstructions as fill, temporary or permanent structures, and plants (other than grass or other Township approved covers). Fences may be constructed within these easements, within the requirements of the ordinances of the Township (and pursuant to any other Township authorizations to Declarant, including any variances granted from Township Ordinances) provided that the fence is of a type and location that will not impede the flow of stormwater, and provided that the Owners shall remove such fence at the expense of

the Owners and without compensation to the Owners if determined by the Township to be necessary to allow work within the easement.

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

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

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

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

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

7. The Owners shall make provisions for and be personally responsible for compliance with all of the foregoing covenants. Upon failure of the Owners to comply within the time period

(not to be less than thirty (30) days) which shall be specified by written notice, or in the event the Township, in its sole and absolute discretion determines the work to be of an emergency nature, the Township may perform such work as may be necessary in its sole and absolute discretion to bring the Owners into compliance at the expense of the Owners and the Owners shall be charged for said expense, plus a 20% surcharge for the Township's administrative expenses, plus any costs expended by the Township (including reasonable attorney's fees) if a municipal lien or civil action or action in equity is filed, which expense the Owners hereby agree to assume and pay.

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

9. The duties of Declarant or existing Owners under this agreement shall apply only during the period of ownership of the Subject Premises by such Declarant or Owners, and shall terminate

upon the sale of the Subject Premises by such Declarant or Owners to a bona fide purchaser for value, or upon the assignment to a successor entity, who/which shall thereupon assume the duties of Declarant or Owners as successors in interest and be responsible for complying with the terms and conditions of this agreement; provided, nevertheless, that nothing contained herein shall be construed as relieving Declarant or Owners from liability for any default occurring during the period of ownership by such Declarant or Owners.


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


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

WITNESS:

DECLARANT:

LEVI LAND HOLDINGS, LLC,  
a Pennsylvania limited liability company

By:   
Print Name: Ryan Peltor  
Title: Project Coordinator

By:   
Print Name: Nicholas Naisa  
Title: MANAGING MEMBER

ATTEST:

HANOVER TOWNSHIP,  
NORTHAMPTON COUNTY,  
PENNSYLVANIA

By: \_\_\_\_\_  
Kimberly Lymanstall, Secretary

By: \_\_\_\_\_  
Susan A. Lawless, Chair  
Board of Supervisors

**EXHIBIT “A”**  
**NORTHAMPTON COUNTY UNIFORM PARCEL IDENTIFIER NUMBERS**

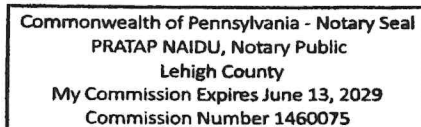
**M5 5 1 0508 – 6500 Hanoverville Road, East Allen Township**  
**M5 5 1A 0214 – 4435 Jacksonville Road, Hanover Township**

COMMONWEALTH OF PENNSYLVANIA :  
COUNTY OF Lehigh : SS.  
:

ON THIS 6<sup>th</sup> day of August, 2025, before me, a Notary Public, the undersigned officer, personally appeared Nikolas Naidu and Managing acknowledged that he/she is the Member of LEVI LAND HOLDINGS, LLC, and that as such officer was authorized to execute the within instrument on behalf of LEVI LAND HOLDINGS, LLC, for the purposes therein contained.

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

Pratap Naidu Aug-06-2025



NOTARY PUBLIC  
My Commission Expires:

COMMONWEALTH OF PENNSYLVANIA :  
 : ss.  
COUNTY OF \_\_\_\_\_ :

ON THIS, \_\_\_\_\_ day of \_\_\_\_\_, 2025, before me, a Notary Public, the undersigned officer, personally appeared SUSAN A. LAWLESS, who acknowledged herself to be the Chair of the Board of Supervisors of Hanover Township, a municipal corporation and that she as Chair, being duly authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the municipal corporation by herself as Chair.

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

\_\_\_\_\_  
NOTARY PUBLIC  
My Commission Expires:

**Prepared by and Return to:**

James L. Broughal, Esquire  
Broughal & DeVito, L.L.P.  
38 West Market Street  
Bethlehem, PA 18018  
(610) 865-3664

**Northampton County Parcel I.D. #s:**

**M5 5 1 0508 – 6500 Hanoverville Road, East Allen Township**

**M5 5 1A 0214 – 4435 Jacksonville Road, Hanover Township**

**SUBDIVISION IMPROVEMENTS AGREEMENT**  
**HANOVER TOWNSHIP, NORTHAMPTON COUNTY, PENNSYLVANIA**  
**FARMHOUSE VILLAGE HANOVER**

*THIS AGREEMENT*, made this 6<sup>th</sup> day of August, 2025, by and between

**HANOVER TOWNSHIP**, a municipal corporation of the County of Northampton, and

Commonwealth of Pennsylvania, party of the first part; \_\_\_\_\_

AND

**LEVI LAND HOLDINGS, LLC**, a Pennsylvania limited liability company, with an address at 5000 Springside Court, Allentown, Pennsylvania 18104 (hereinafter referred to as "Owner") party of the second part.

WITNESSETH:

WHEREAS, the Township of Hanover, Northampton County, Pennsylvania (hereinafter referred to as "Township") is a second class Township; and

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

WHEREAS, a certain Owner or Owners of land in the Township desire to subdivide said land in accordance with the Township Regulations, and other various ordinances pertaining to the regulation of land development in the Township, including, but not limited to, the Township's Zoning Ordinance.

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

FIRST: The Owner shall provide throughout the Subdivision (as hereinafter defined) and as shown on the Preliminary/Record Subdivision Plans for Farmhouse Village Hanover; approved conditionally by the Township Planning Commission on May 2, 2022 and conditionally approved by the Township Board of Supervisors on April 25, 2023 (the "Subdivision Plan"); the improvements more fully described in the Subdivision Plan dated March 12, 2019, as revised, ordinances and regulations of the Township and those specifically described *in Exhibit "A"*, which is attached hereto and made a part hereof (the "Improvements").

SECOND: All Improvements required under this Agreement shall be constructed in accordance with the Township Regulations, all other Township Requirements and specifications and all Northampton County and Commonwealth of Pennsylvania requirements and specifications, including, but not limited to, the specifications which are more fully described in *Exhibit "B"*, which is attached hereto and made a part hereof.

THIRD: All Improvements required under this Agreement shall be completed in accordance with the above-stated requirements within twenty four (24) months of the date of this Agreement.

PURCHASERS OF LOTS AND/OR UNITS LOCATED WITHIN THE SUBDIVISION OR LAND DEVELOPMENT, WHICH IS THE SUBJECT OF THIS AGREEMENT, ARE HEREBY ON NOTICE THAT THEY SHOULD NOT RELY ON ANY OF THE TIME LIMITS OR THE REQUIREMENTS SPECIFIED IN THIS AGREEMENT. THE CONTRACTUAL TIME LIMITS BETWEEN OWNER AND THE TOWNSHIP MAY BE SUBJECT TO EXTENSION UPON AGREEMENT OF BOTH PARTIES AND WITHOUT FURTHER NOTICE.

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

The Township, or its duly authorized agent, the Township Engineer, shall be the sole judge of whether all Improvements have been completed in accordance with said requirements and specifications within twenty-four (24) months of the date of this Agreement.

FIFTH: To ensure compliance with the provisions of this Agreement and, in particular, that all Improvements meet Township, County and State requirements, and that the Improvements be completed within the time periods set forth in paragraph "THIRD", the Owner of the land which makes up the Subdivision Plan shall deliver to the Township an improvement bond in a form approved by the Township Solicitor in the amount of **TWO MILLION FORTY-NINE THOUSAND ONE HUNDRED EIGHTY-ONE AND 12/100 (\$2,049,181.12) Dollars** (the "Security"). The Security shall be restricted in use to the financing of the installation of the Improvements called for in this Agreement. It is clearly understood that the Township may, at any time within the time periods set forth in paragraph THIRD, when in its sole and absolute opinion the installation of the Improvements are not progressing to the Township's satisfaction, draw upon the

Security to finance the installation of any and all of the required Improvements provided that Township shall first give Owner written notice of any deficiency in progress and Owner shall have a reasonable opportunity to cure any such deficiency, which period shall not exceed thirty (30) days. The Security shall be reduced in accordance with Section 510 of the Pennsylvania Municipalities Planning Code.

SIXTH: The Subdivision Plan shall not be recorded with the Recorder of Deeds of Northampton County, Pennsylvania, and Township building permits shall not be granted to the Owner of the land which makes up the subdivision (the "Subdivision") in accordance with the terms of this Agreement, until after the posting of and approval of the required Security required herein.

IT IS CLEARLY UNDERSTOOD THAT NO OCCUPANCY PERMITS SHALL BE ISSUED FOR ANY BUILDINGS TO BE CONSTRUCTED ON THE LOTS AND/OR UNITS OF THIS SUBDIVISION UNLESS AND UNTIL, THE LOT OR LOTS AND/OR UNITS ON WHICH PERMITS ARE TO BE ISSUED, ARE SERVICED BY MUNICIPAL IMPROVEMENTS, I.E., WATER, SEWER, ELECTRICITY, CURB AND PAVED ROAD BASE TO AND ALONG THE LOT OR LOTS HAS BEEN INSTALLED.

IT IS FURTHER UNDERSTOOD THAT NO OCCUPANCY PERMITS SHALL BE ISSUED FOR ANY BUILDING UNLESS AND UNTIL (i) THE COMPLETION OF DETENTION BASINS (AS EROSION AND SEDIMENTATION CONTROL BASINS, IF APPLICABLE) TO ACCEPT STORMWATER RUNOFF; AND (ii) THE EMERGENCY ACCESS ROAD, AS SHOWN ON THE SUBDIVISION PLAN HAS BEEN CONSTRUCTED AND APPROVED BY THE TOWNSHIP ENGINEER.

SEVENTH: It is clearly understood that the Township will make no improvements in this Subdivision nor will they accept by dedication or otherwise any of the streets or roads, or

right-of-ways, if any, contained in this Subdivision unless and until all requirements and specifications of the Township, as have been set forth in this Agreement, have been met by the Owner of the land which makes up the Subdivision. It is further understood that the Township will neither maintain nor keep the roads or streets of said site, if any, clear of snow, ice or debris unless and until all requirements and specifications of the Township as have been set forth in this Agreement, have been met by the Owner of the land which makes up the Subdivision.

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

EIGHTH: The Township or its duly authorized agent, the Township Engineer, shall be the sole judge (but reasonable) of whether or not the Owner or Owners have complied with the requirements and specifications of the Township and shall determine, at its sole (but reasonable) discretion, whether or not the street, road/cartway system, drainage system, and sewage system of the Subdivision should be approved and accepted by the Township, or other appropriate Township governmental authority.

The Township Engineer shall inspect and approve in writing all of the Improvements as more fully shown in ***Exhibit "A"***, as each stage of construction of the Improvements is completed. A schedule of the stages is attached hereto and made a part hereof as ***Exhibit "B"***. The Owner or Owners shall not proceed to another stage of construction of the Improvements without the written approval of the Township Engineer (which approval shall not be unreasonably withheld, conditioned or delayed) and it shall be the responsibility of the Owner or Owners to notify the Township Engineer, in writing, when a stage of construction of the Improvements has been completed so as to be ready for inspection. Should the Owner or Owners fail to obtain written approval from the Township Engineer, which approval shall not be unreasonably withheld or

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

NINTH: If all Improvements required under this Agreement have not been completed in accordance with the requirements set forth in this Agreement within the twenty-four (24) month period, then, in that event, the prior approval of the Subdivision Plan by the Board of Supervisors and Planning Commission of the Township may be revoked with notice to the Owner, and the Owner or Owners of the land may resubmit their prior final Subdivision Plan for approval to the Planning Commission and Board of Supervisors of the Township in accordance with the subdivision and zoning regulations then in force. In acting upon their submitted final Subdivision Plan, the Board of Supervisors and Planning Commission of the Township shall apply the provisions, regulations and requirements of the Township Subdivision and Zoning Regulations and Ordinances in effect at the time of the resubmission. At the time of the resubmission, the Board of Supervisors and the Planning Commission of the Township may modify this Agreement and impose the acceptance of the modifications, if any, as a condition precedent to the re-approval of the Subdivision Plan.

TENTH: All reasonable and proper Township Engineering costs, including, but not limited to, the inspection of the Improvements, shall be paid by the Owner or Owners of the land which makes up the Subdivision.

ELEVENTH: All reasonable and proper Township Solicitor (legal) costs, including, but not limited to, the preparation of this Agreement shall be paid by the Owner of the land which makes up the Subdivision.

TWELFTH: All recording fees, including, but not limited to, the recording of this Agreement, deed or deeds of dedication, resolution of street acceptance, shall be paid by the Owner or Owners of the land which makes up the Subdivision.

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

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

FIFTEENTH: The Owner hereby agrees to enter into a Subdivision Maintenance Agreement providing for the posting of security in an amount equal to fifteen (15%) percent of the total amount of the cost of those Improvements being dedicated to the Township in a form approved by the Township Solicitor and/or the Board of Supervisors of the Township to guarantee that those Improvements (the "Maintenance Security") shall be maintained for a period of eighteen (18)

months as specified in the Subdivision Maintenance Agreement. The Maintenance Security shall be furnished by the Owner or Owners and approved, as herein provided, prior to the Township releasing the Security obtained to secure the Improvements.

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

SEVENTEENTH: Owner and the successors and assigns of the Owner shall be solely responsible for any and all actual damage caused by Owner, its agents, successors or assigns in the development of the land, which encompasses the Subdivision, and shall, at its own expense repair any damage done to abutting property owners or their land because of any negligent act on the part of the Owner, its agents, successors or assigns in the development of the Subdivision. The Owner shall indemnify and save harmless the Township, its agents and consultants, from and against all liability for or on account of any injury or damages, received or sustained by any person or persons by reason of any such act or neglect on the part of the Owner, its agents or employees, or by reason of the condition of the land which encompasses the Subdivision, or the installation of any drainage facilities, or in consequence of any negligence in guarding the same or as a result of any alleged

breach of any statutory duty or obligation on the part of the Township or of the employees of the Township in respect to the condition of the land or guarding the same.

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

NINETEENTH: Owner shall pay to the Township (i) a residential Tapping Fee in the amount of \$39,061.26 (\$1,860.06 per building lot x 21 building lots); (ii) a Connection Fee in the amount of \$9,922.50 (\$472.50 per building lot x 21 building lots); and (iii) a Customer Facilities Fee in the amount of \$6,930.00 (\$330.00 per building lot x 21 building lots) (hereinafter collectively referred to as "Sewer Fees"). The Sewer Fees to be paid by Owner for each respective lot shall be paid upon the earlier of: (i) when the Township issues the building permit for such lot; or (ii) when such lot is sold to a third-party purchaser.

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

TWENTY-FIRST: Default. In the event the Owner defaults under the terms and conditions of this Agreement, the following provisions shall apply:

(a) Right to Draw Upon Security. The Township shall have the right to draw upon the Security in accordance with its terms and in such amounts as to enable the Township to complete the Improvements. In addition, the Township shall have the right to bring an action at law or in equity against Owner in the event the Security is insufficient to enable Township to complete construction and installation of the Improvements following default. In the event of any such action, suit or proceeding brought by Township against Owner for defaults hereunder, the

Owner agrees to pay the Township's reasonable attorneys' fees and court costs incurred in such action as may be awarded by a court having jurisdiction over the parties and subject matter of such dispute. The Township's exercise of its rights under the Security shall not bar it from pursuing its rights under this Agreement, the parties agreeing that the Township's rights hereunder are cumulative and not exclusive.

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

DEFICIENCY AND DEMANDED PAYMENT WITHIN SUCH THIRTY (30) DAY PERIOD OF TIME.

(c) Certain Waivers and Releases. In any amicable action, suit or proceeding brought by Township under the provisions of paragraph 21(b) of this Agreement, Owner hereby releases and agrees to release Township from all errors and defects whatsoever of a procedural nature in entering such Confession of Judgment or in causing any Writ to be issued or in proceeding on such Writ or concerning the same, provided that Township shall have failed in such action, suit or proceeding an Affidavit of an officer of the Township setting forth the facts necessary to support the entry of such Judgment or the issuance of such Writ according to the terms of this Agreement, of which facts such Affidavit shall be prima facie evidence. If a copy of this Agreement verified by an officer of the Township shall be filed in such action, suit or proceedings, it shall not be necessary to file the original as a warrant of attorney, any rule of court, custom or practice to the contrary notwithstanding.

TWENTY-SECOND: The Americans With Disabilities Act.

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

(b) The Owner agrees that all Improvements constructed pursuant to this Agreement shall be constructed in accordance with terms and provisions of Titles I, II and III of The American With Disabilities Act, 28 C.F.R. 35.101 et seq., if applicable.

(c) The Owner shall be responsible for and agrees to indemnify and hold harmless the Township from all losses, damages, expenses, claims, demands, suits, and actions brought by any party against the Township as a result of the Owner failure to comply with the provisions of this paragraph excluding, however, any losses, damages and expenses caused by the gross negligence or willful misconduct of Township.

TWENTY-THIRD: Owner shall hold harmless the Township, its agents and employees, from and against any and all manner of suits, claims and/or demands brought against the Township, its agents or employees, by any property owners claiming damage as a result, directly or indirectly, from this proposed subdivision, and the Owner shall indemnify the Township, its agents and employees, for all costs and expenses (including but not limited to reasonable attorneys' fees) incurred in connection with any such suit, claim and/or demand by any property owners as aforesaid, excluding in each instance any suit, claim and/or demand caused by the gross negligence or willful misconduct of Township.

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

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

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

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

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

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

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

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

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

THIRTY-SECOND: The Developer shall pay a Township Recreation and Open Space Area Fee in the total amount of \$109,200.00 in accordance with Section 159-16 D. of the Hanover Township Subdivision and Land Development Ordinance, which fee has been calculated at the rate of \$130,000.00 per acre multiplied by 0.04 acres multiplied by 21 residential units. The required Open Space Area Fee shall be paid prior to the recording of the approved Land Development Plan.

THIRTY-THIRD: The Developer shall pay prior to the issuance of a building permit or prior to a lot being sold to a third party, a traffic impact fee in the total amount of \$8,232.00, as required by the Hanover Township Impact Fee Ordinance No. 91-12, which fee has been calculated at the rate of \$343.00 per PM peak hour trip multiplied by 24 peak hour trips.

THIRTY-FOURTH: The Developer shall pay a Storm Sewer Interceptor Value of \$13,987.50 (\$12.50 per lineal foot of new streets multiplied by 1,119 lineal feet of new street).

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

THIRTY-SIXTH: Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any persons other than the Parties hereto, nor is anything in this Agreement intended to relieve or discharge the obligation or liability of any third persons to any party to this Agreement, nor shall any provision give any third persons any right of subrogation or action over or against any party to this Agreement.

*[Signatures on following page]*

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

ATTEST:

HANOVER TOWNSHIP,  
NORTHAMPTON COUNTY,  
PENNSYLVANIA


By: \_\_\_\_\_  
Kimberly Lymanstall, Secretary

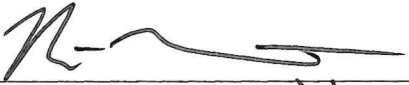
By: \_\_\_\_\_  
Susan A. Lawless, Chair  
Board of Supervisors

WITNESS:

OWNER:

LEVI LAND HOLDINGS, LLC,  
a Pennsylvania limited liability company

  
\_\_\_\_\_  
Print Name: Ryan Pektor  
Title: Project Coordinator

By:   
\_\_\_\_\_  
Print Name: NICHOLAS NAISS  
Title: MANAGING MEMBER

COMMONWEALTH OF PENNSYLVANIA :  
 : ss.  
COUNTY OF \_\_\_\_\_ :

ON THIS, \_\_\_\_\_ day of \_\_\_\_\_, 2025, before me, a Notary Public, the undersigned officer, personally appeared SUSAN A. LAWLESS, who acknowledged herself to be the Chair of the Board of Supervisors of Hanover Township, a municipal corporation and that she as Chair, being duly authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the municipal corporation by herself as Chair.

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

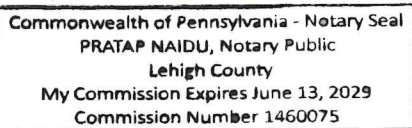
\_\_\_\_\_  
NOTARY PUBLIC  
My Commission Expires:

COMMONWEALTH OF PENNSYLVANIA :  
COUNTY OF Lehigh : ss.  
:

ON THIS 6<sup>th</sup> day of August, 2025, before me, a Notary Public, the undersigned officer, personally appeared Nikolas Naidu, and acknowledged that he/she is the Managing Member of Levi Land Holdings, LLC, and that as such officer was authorized to execute the within instrument on behalf of Levi Land Holdings, LLC, for the purposes therein contained.

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

Pratap Naidu 8/6/2025



\_\_\_\_\_  
NOTARY PUBLIC  
My Commission Expires:

FARMHOUSE VILLAGE HANOVER  
LOT 2 6292 HANOVERVILLE ROAD  
SUBDIVISION PLAN

IMPROVEMENTS ESTIMATE - EXHIBIT "A"  
HANOVER TOWNSHIP, NORTHAMPTON COUNTY, PENNSYLVANIA

March 3, 2025

1. Clearing & Demolition	\$23,760.00
2. Erosion Control	\$166,238.25
3. Earthwork	\$46,791.47
4. Sanitary Sewer	\$87,186.00
5. Storm Sewer	\$272,224.70
6. Waterline	\$145,085.18
7. Concrete Work	\$173,268.48
8. Paving	\$337,473.04
9. Street Lights	\$4,070.00
10. Site Electrical Services	\$44,000.00
11. Pins and Monuments	\$15,730.00
12. Landscaping	\$133,188.00
13. Miscellaneous	\$143,200.20

CONSTRUCTION COST ESTIMATE	\$1,592,215.32
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Plus 10% Contingency	\$159,221.53
Inspection (5%)	\$79,610.77
As-built Drawings (2%)	<u>\$31,844.31</u>

TOTAL ESTIMATE	\$1,862,891.93
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Plus 10% for 12-month Security	<u>\$186,289.19</u>
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TOTAL	\$2,049,181.12
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NOTE:

1. This estimate is prepared for the purpose of setting an amount for Township Improvement Security.
2. This estimate is adequate for security for a job completion schedule of 12 months, in accordance with Pennsylvania Municipalities Planning Code Article V Section 509(f).

FARMHOUSE VILLAGE HANOVER  
LOT 2 6292 HANOVERVILLE ROAD  
SUBDIVISION PLAN

IMPROVEMENTS ESTIMATE – EXHIBIT “B”  
HANOVER TOWNSHIP, NORTHAMPTON COUNTY, PENNSYLVANIA

January 21, 2025

SPECIFICATIONS AND PLANS

Improvements required are to be installed according to the approved Plans and supporting documents, and according to the Township Subdivision and Land Development Ordinance, Construction Standard Ordinances, and Pennsylvania Department of Transportation, Publication 408.

INSPECTION SCHEDULE

Inspections of improvements required by the Township Ordinances are required to ensure conformity to approved Plans and Ordinances. Inspections for this Project would be required as follows:

1. Tree Protection Fence – before any site work occurs.
2. Erosion and Sedimentation Control – before any earth disturbance occurs.
3. Stormwater Management – prior to starting and during construction.
4. Sanitary Sewer – prior to starting and during construction.
5. Water System – prior to starting and during construction.
6. Road/Parking Lot Construction or Patching – during filling, prior to and during curb construction, prior to and during stone backfill and prior to and during paving.
7. Landscaping and Other Improvements – prior to starting and at completion of work.

The Developer or his agent shall notify the appropriate Inspector at least twenty-four (24) hours prior to inspection times listed above. Unless noted, the Inspector for this Project shall be Hanover Engineering Associates, Inc.

S:\Projects\Municipal\Hanover\Exp\1119-21-Farmhouse Village Subdivision\Docs\01-21-25-Farmhouse Village-Exhibit B.doc

**Prepared by/Return to:**

James L. Broughal, Esquire  
Broughal & Devito, L.L.P.  
38 West Market Street  
Bethlehem, PA 18017

**Northampton County Parcel I.D. #s:**

**M5 5 1 0508 – 6500 Hanoverville Road, East Allen Township**  
**M5 5 1A 0214 – 4435 Jacksonville Road, Hanover Township**

**SUBDIVISION MAINTENANCE AGREEMENT**  
**HANOVER TOWNSHIP, NORTHAMPTON COUNTY, PENNSYLVANIA**  
**FARMHOUSE VILLAGE HANOVER**

THIS AGREEMENT, made this 6<sup>th</sup> day of August, 2025, by and between  
**HANOVER TOWNSHIP**, a municipal corporation organized and existing under the laws of the  
Commonwealth of Pennsylvania (hereinafter called “Township”) party of the first part;

A N D

**LEVI LAND HOLDINGS, LLC**, a Pennsylvania limited partnership, with an address at  
5000Springside Court, Allentown, Pennsylvania 18104 (hereinafter called “Owner”), party of the  
second part.

W I T N E S S E T H:

WHEREAS, the Township has approved a subdivision plan known as the  
Preliminary/Record Plans for Farmhouse Village Hanover (hereinafter called “Subdivision Plan”);  
and

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

WHEREAS, pursuant to the terms of the Improvements Agreement, Owner is obligated to  
maintain certain municipal improvements that Owner has dedicated or will be dedicating to  
Township and Township has accepted or will be accepting (the “Improvements”) for a period of  
eighteen (18) months from the date of written acceptance by the Township; and

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

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

1. All "Whereas" clauses are incorporated herein by reference.
2. Owner hereby agrees to maintain, repair and refurbish in accordance with Section 509(k) of the Pennsylvania Municipalities Planning Code, Act 247 ("MPC") any and all of the Improvements for a period of eighteen (18) months following the date of final written acceptance of the Improvements by the Township (the "Maintenance Period"). Notification of acceptance of the Improvements shall be given by the Township to the Owner by certified mail return receipt requested.
3. During the Maintenance Period, the Owner shall make such repairs and perform such maintenance as may be necessary, in accordance with the approved plans and specifications to correct, repair, refurbish, maintain and replace any or all of the Improvements and further to correct and reinstall any deficiencies in the Improvements which may arise during the Maintenance Period.
4. All of the aforesaid obligations of Owner are hereby undertaken at Owner's sole cost and expense, and Owner agrees to hold harmless and indemnify the Township from any and all reasonable costs and expenses, claims and damages incurred by the Township because of the Owner's failure to maintain the Improvements, excluding, however, costs, expenses, claims and damages which are caused by the gross negligence or willful misconduct of the Township.

5. The Improvements shall be maintained in accordance with all Township requirements and specifications, and conformity with this provision shall be determined by the Township or its duly authorized agent in their sole but reasonable discretion.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ATTEST:

HANOVER TOWNSHIP,  
NORTHAMPTON COUNTY,  
PENNSYLVANIA


By: \_\_\_\_\_  
Kimberly Lymanstall, Secretary


By: \_\_\_\_\_  
Susan A. Lawless, Chair  
Board of Supervisors

WITNESS:

OWNER:

LEVI LAND HOLDINGS, LLC,  
a Pennsylvania limited liability company

  
Print Name: Ryan Pektor  
Title: Project Coordinator

By:   
Print Name: Nikolas Naisa  
Title: MANAGING Member

COMMONWEALTH OF PENNSYLVANIA :  
 : ss.  
COUNTY OF \_\_\_\_\_ :

ON THIS, \_\_\_\_\_ day of \_\_\_\_\_, 2025, before me, a Notary Public, the undersigned officer, personally appeared SUSAN A. LAWLESS, who acknowledged herself to be the Chair of the Board of Supervisors of Hanover Township, a municipal corporation and that she as Chair, being duly authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the municipal corporation by herself as Chair.

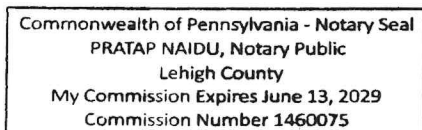
IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

\_\_\_\_\_  
NOTARY PUBLIC  
My Commission Expires:

COMMONWEALTH OF PENNSYLVANIA :  
COUNTY OF Lehigh : SS.  
:

ON THIS 6<sup>th</sup> day of August, 2025, before me, a Notary Public, the undersigned officer, personally appeared Nikolas Naidu, and acknowledged that he/she is the Managing Member of LEVI LAND HOLDINGS, LLC, and that as such officer was authorized to execute the within instrument on behalf of LEVI LAND HOLDINGS, LLC, for the purposes therein contained.

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



Pratap Naidu  
NOTARY PUBLIC  
My Commission Expires:

**Prepared by and Return To:**

James L. Broughal, Esquire  
Broughal & DeVito, L.L.P.  
38 West Market Street  
Bethlehem, PA 18018

**Northampton County Parcel I.D. Nos:**

**M5 7 17C 0214 – 4200 Airport Road, Hanover Township**  
**M5 7 17C 0214E – 4200-4220 Airport Road, Hanover Township**

**DECLARATION OF COVENANT,**  
**AGREEMENT AND EASEMENT FOR**  
**MAINTENANCE OF STORMWATER MANAGEMENT FACILITIES**  
**HANOVER TOWNSHIP, NORTHAMPTON COUNTY, PA**  
**4200 AND 4220 AIRPORT ROAD**

***THIS DECLARATION OF COVENANT, AGREEMENT AND EASEMENT*** is made the \_\_\_\_\_ day of \_\_\_\_\_, 2025, by and between ***HINDU TEMPLE SOCIETY***, a Pennsylvania nonprofit corporation, with an address of 4200 Airport Road, Allentown, Pennsylvania 18109 (hereinafter referred to as “Declarant”), and the **HANOVER TOWNSHIP**, a municipal corporation organized and existing as a township of the second class under the laws of the Commonwealth of Pennsylvania and situate in the County of Northampton, Commonwealth of Pennsylvania (hereinafter referred to as the “Township”).

WHEREAS, the Declarant is the owner in fee simple of a certain tract of land, Northampton County Uniform Parcel I.D.#s **M5 7 17C 0214, M5 7 17C 0214E and** (hereinafter “Subject Premises”) as set forth on a land development plan entitled “Lot Consolidation Plan – Hindu Temple Society – 4200 Airport Road”, prepared by Base Engineering, Inc., dated August 17, 2020, as revised (hereinafter “Plan”), which plan was recommended for

approval by the Hanover Township Planning Commission on April 1, 2024, and approved conditionally by the Board of Supervisors on July 25, 2024, the record sheet(s) of which Plan has been or is about to be recorded in the Office of the Recorder of Deeds of Northampton County, Pennsylvania; and

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

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

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

WHEREAS, as a condition of obtaining final approval of the Plan from the Township, the Township has required that the Declarant execute and record this Declaration of Covenant, Agreement and Easement and the Easement Agreement in the Office of the Recorder of Deeds of Northampton County, Pennsylvania for the purpose of ensuring to the Township, inter alia, that: (1) the Stormwater Management Facilities are located, constructed, installed and maintained by the Declarant in accordance with the Plan and Development Agreement; (2) following the completion of the duties of the Declarant pursuant to the Plan and the Development Agreement, the Stormwater Management Facilities are continually and perpetually maintained, repaired,

refurbished, reconstructed, and replaced by the Declarant and any future owners of the fee simple interest in the Subject Premises (“Owner(s)”) on which the Stormwater Management Facilities are located and shall continually and perpetually perform such maintenance, repair, refurbishment, reconstruction, and replacement of Stormwater Management Facilities, including but not limited to drainage swales, detention and retention basins, stormwater piping systems, headwalls, inlet and outlet structures, and all structures and facilities appurtenant to the foregoing, as shown on the Plan and located on the Subject Premises, as may be necessary or advisable in the opinion of the Township to ensure the structural integrity and the proper functioning thereof, and compliance with all federal, state, and local laws, rules, and regulations pertaining thereto. At no time shall the Stormwater Management Facilities be removed or altered without the prior written approval of the Township.

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

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

2. The Owners of the Subject Premises on which Stormwater Management Facilities are located shall continually and perpetually perform such maintenance, repair, refurbishment, reconstruction, and replacement of said facilities, including but not limited to drainage swales, detention and retention basins, stormwater piping systems, headwalls, inlet and outlet structures,

and all structures and facilities appurtenant to the foregoing and all Best Management Practices (“BMPs”) agreed to be performed by Owners, as shown on the Plan and located on the lands of the Owners, as may be necessary or advisable in the opinion of the Township to ensure the structural integrity and the proper functioning thereof, and compliance with all federal, state and local laws, rules, and regulations pertaining thereto. At no time shall the Stormwater Management Facilities be removed or altered in any manner without the prior written approval of the Township.

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

4. All drainage swales, detention and/or retention basins, and other stormwater easements shown on the Plans shall be maintained in a grassed or otherwise improved condition, in accordance with the grades and designs shown on the Plan. All these easements shall be kept free of all obstructions, including but not limited to, such obstructions as fill, temporary or permanent structures, and plants (other than grass or other Township approved covers). Fences may be constructed within these easements, within the requirements of the ordinances of the Township (and pursuant to any other Township authorizations to Declarant, including any variances granted from Township Ordinances) provided that the fence is of a type and location that will not impede

the flow of stormwater, and provided that the Owners shall remove such fence at the expense of the Owners and without compensation to the Owners if determined by the Township to be necessary to allow work within the easement.

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

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

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

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

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

7. The Owners shall make provisions for and be personally responsible for strict compliance with all of the foregoing covenants. Upon failure of the Owners to comply within the time period specified by written notice, or in the event the Township, in its sole and absolute discretion determines the work to be of an emergency nature, the Township may perform such work as may be necessary in its sole and absolute discretion to bring the Owners into compliance at the expense of the Owners and the owners shall be charged for said expense, plus a 20% surcharge for the Township's administrative expenses, plus any costs expended by the Township (including reasonable attorney's fees) if a municipal lien or civil action or action in equity is filed, which expense the Owners hereby agree to assume and pay.

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

9. The duties of Declarant or Owner under this agreement shall apply only during the period of ownership of the Subject Premises by such Declarant or Owner, and shall terminate upon the sale of the Subject Premises by such Declarant or Owner to a bona fide purchaser for value, or upon the assignment to a successor entity, who/which shall thereupon assume the duties of Declarant or Owner and be responsible for complying with the terms and conditions of this agreement; provided, nevertheless, that nothing contained herein shall be construed as relieving Declarant or Owner from liability for any default occurring during the period of ownership by such Declarant or Owner.

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

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

WITNESS:

HINDU TEMPLE SOCIETY

By: 

Print Name: Trisha Majumdar  
Title: Attorney

By: 

Pattabiraman Neelakantan  
Chairman of the Board of Trustees

ATTEST:

HANOVER TOWNSHIP,  
NORTHAMPTON COUNTY,  
PENNSYLVANIA

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Susan A. Lawless, Chair  
Board of Supervisors

**EXHIBIT "A"**  
**NORTHAMPTON COUNTY UNIFORM PARCEL IDENTIFIER NUMBERS**

**M5 7 17C 0214**  
**M5 7 17C 0214E**

COMMONWEALTH OF PENNSYLVANIA

)

) SS.

COUNTY OF Northampton

)

On this, the 25<sup>th</sup> day of September, 2025, before me, the undersigned officer, personally

appeared Pattabiraman Neelakantan, and acknowledged himself/herself to be the Chairman of

the Board of Trustees of the HINDU TEMPLE SOCIETY, and acknowledged that he/she as

such Chairman of the Board of Trustees of the HINDU TEMPLE SOCIETY, was authorized to

execute the foregoing Agreement on behalf of the HINDU TEMPLE SOCIETY, for the purposes

therein contained.

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

Jenny M Brosko

Notary Public

COMMONWEALTH OF PENNSYLVANIA :  
 : ss.  
COUNTY OF \_\_\_\_\_ :

ON THIS, \_\_\_\_\_ day of \_\_\_\_\_, 2025, before me, a Notary Public, the undersigned officer, personally appeared SUSAN A. LAWLESS, who acknowledged herself to be the Chair of the Board of Supervisors of Hanover Township, a municipal corporation and that she as Chair, being duly authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the municipal corporation by herself as Chair.

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

\_\_\_\_\_  
NOTARY PUBLIC  
My Commission Expires:

**Prepared by and Return To:**

James L. Broughal, Esquire  
Broughal & DeVito, L.L.P.  
38 West Market Street  
Bethlehem, PA 18018

**Northampton County Parcel I.D. Nos:**

**M5 7 17C 0214 – 4200 Airport Road, Hanover Township**

**M5 7 17C 0214E – 4200-4220 Airport Road, Hanover Township**

**LAND DEVELOPMENT IMPROVEMENTS AGREEMENT**  
**HANOVER TOWNSHIP, NORTHAMPTON COUNTY**  
**4200 AND 4220 AIRPORT ROAD**

***THIS AGREEMENT***, made this \_\_\_\_\_ day of \_\_\_\_\_, 2025, by and between ***HANOVER TOWNSHIP***, a municipal corporation organized and existing under the Laws of the Commonwealth of Pennsylvania (hereinafter called "Township");

A N D

***HINDU TEMPLE SOCIETY***, a Pennsylvania nonprofit corporation, with an address of 4200 Airport Road, Allentown, Pennsylvania 18109 (hereinafter called "Owner").

W I T N E S S E T H:

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

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

***WHEREAS***, the Owner desires to develop land in the Township in accordance with the Township Land Development Regulations, and other various ordinances pertaining to the regulation

of land development in the Township, including, but not limited to, the Township's Zoning Ordinance.

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

FIRST: The Owner shall construct and/or install the improvements shown on the Preliminary/Record Plan entitled “Lot Consolidation Plan – Hindu Temple Society – 4200 Airport Road”, prepared by Base Engineering, Inc., dated August 17, 2020, as revised, which plan was approved conditionally by the Board of Supervisors on July 25, 2024, and recommended for conditional approval by the Hanover Township Planning Commission on April 1, 2024. The improvements are more fully described in the land development plan (“Land Development Plan”), and are more specifically described in ***Exhibit "A,"*** attached hereto and made a part hereof (the “Improvements”).

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

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

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

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

FIFTH: To ensure compliance with the provisions of this Agreement and, in particular, that all Improvements meet Township, County and State requirements, and that the Improvements be completed within the time periods set forth in paragraph "THIRD", the Owner shall deliver to the Township an irrevocable letter of credit or other type of security in a form approved by the Township Solicitor in the amount of TWO HUNDRED NINETY-THREE THOUSAND SEVENTY-TWO AND 11/100 (\$293,072.11) Dollars (the "Security"). The Security shall be restricted in use to the financing of the installation of the Improvements called for in this Agreement. It is clearly understood that the Township may, at any time within the time periods set forth in paragraph THIRD, when in its sole and absolute opinion the installation of the Improvements are not progressing to the Township's satisfaction, draw upon the Security to finance the installation of any and all of the required Improvements provided that Township shall first give Owner written notice of any deficiency in progress and Owner shall have a reasonable opportunity to cure any such deficiency, which period shall not exceed thirty (30) days.

SIXTH: Township building permits shall only be granted to the Owner of the land in accordance with the terms of this Agreement, but only after the posting and approval of the Security required herein, and the recording with the Recorder of Deeds of Northampton County, of the Land Development Plan and this Agreement.

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

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

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

The Township Engineer shall inspect and approve in writing all of the Improvements, as each stage of construction is completed. A schedule of the stages is attached hereto and made a part hereof as ***Exhibit "B"***. The Owner shall not proceed to another stage of

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

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

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

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

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

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

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

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

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

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

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

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

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

NINETEENTH: Owner shall pay to the Township (i) a Tapping Fee in the amount of \$8.10/GPD for any increase in flow, at the time of building permit issuance. The amount of the Tapping Fee will be calculated upon approval of the allocation request.

TWENTIETH: The Owner shall pay to the Township a Storm Sewer Interceptor System Improvements Value of \$1.80/SY of impervious cover.

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

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

- a. Right to Draw Upon Security. The Township shall have the right to draw upon the Security in accordance with its terms and in such amounts as to enable the Township to complete the Improvements. In addition, the Township shall have the right to bring an action at law or in equity against the Owner in the event the Security is insufficient to enable Township to complete construction and installation of the Improvements following default. In the event of any such action, suit, or proceeding brought by the Township against the Owner for defaults hereunder, the Owner agrees to pay the Township's reasonable attorney fees and court costs incurred in such action as may be awarded by a court having jurisdiction over the parties and subject matter of such dispute. The Township's exercise of its rights under the Security shall not bar it from pursuing its rights under this Agreement, the parties agreeing that the Township's rights hereunder are cumulative and not exclusive.
- b. Confession of Judgment. In the event the Township draws upon the Security in accordance with its terms and this Agreement and the Township completes the Improvements at a cost in excess of the amount of the Security, then, and under such circumstances, the Owner agrees to reimburse the Township upon demand for such deficiency. The Owner shall have thirty (30) days to pay any such deficiency to the Township. In the event Owner fails to pay such deficiency to the Township, as

provided above, then, and under such circumstances, THE OWNER HEREBY IRREVOCABLY AUTHORIZES AND EMPOWERS THE TOWNSHIP BY ANY ATTORNEY OF ANY COURT OF RECORD OF PENNSYLVANIA AS ATTORNEY FOR THE OWNER TO APPEAR FOR AND CONFESS JUDGMENT AGAINST THE OWNER FOR THE AMOUNT OF SUCH DEFICIENCY FOR WHICH AN AFFIDAVIT SIGNED BY AN OFFICER OF THE TOWNSHIP SETTING FORTH SUCH AMOUNTS AS ARE THEN DUE SHALL BE PRIMA FACIA EVIDENCE, PLUS TEN PERCENT (10%) THEREOF BUT NOT LESS THAN ONE THOUSAND DOLLARS (\$1,000.00) AS A REASONABLE ATTORNEY FEE, WITH COSTS OF SUIT. SUCH AUTHORITY SHALL NOT BE EXHAUSTED BY ANY ONE EXERCISE THEREOF, BUT JUDGMENT MAY BE CONFESSED AS AFORESAID FROM TIME TO TIME AS OFTEN AS THERE IS A DEFICIENCY UNDER SUCH SECURITY PROVIDED, HOWEVER, THE TOWNSHIP HAS GIVEN THE OWNER THIRTY (30) DAYS' WRITTEN NOTICE OF SUCH DEFICIENCY AND DEMANDED PAYMENT WITHIN SUCH THIRTY (30) DAY PERIOD OF TIME.

- c. Certain Waivers and Releases. In any amicable action, suit, or proceeding brought by the Township under the provisions of paragraph 23(b) of this Agreement, the Owner hereby releases and agrees to release Township from all errors and defects whatsoever of a procedural nature in entering such Confession of Judgment or in causing any Writ to be issued or in proceeding on such Writ or concerning the same, provided that the Township shall have filed in such action, suit, or proceeding, an Affidavit of an officer of the Township setting forth the facts necessary to support the entry of such Judgment

or the issuance of such Writ according to the terms of this Agreement, of which facts such Affidavit shall be prima facie evidence. If a copy of this Agreement, verified by an officer of the Township, shall be filed in such action, suit, or proceedings, it shall not be necessary to file the original as a warrant of attorney, any rule of court, custom, or practice to the contrary notwithstanding.

TWENTY-THIRD: The Americans With Disabilities Act.

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

Township of Hanover, Northampton County, Pennsylvania, as a result of the Owner's failure to comply with the provisions of this paragraph.

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

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

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

TWENTY-SEVENTH: No delay or failure of Township in exercising any right, power, or privilege hereunder shall affect such right, power, or privilege, nor shall any single or partial exercise thereof, or the exercise of any other power, right, or privilege. The rights of the

Township under this Agreement are cumulative and not exclusive of any right or remedies which the Township would otherwise have.

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

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

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

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

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

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

***IN WITNESS WHEREOF***, the parties have hereunto set their respective hands and seals

the day and date first above written.

ATTEST:


HANOVER TOWNSHIP,  
NORTHAMPTON COUNTY,  
PENNSYLVANIA

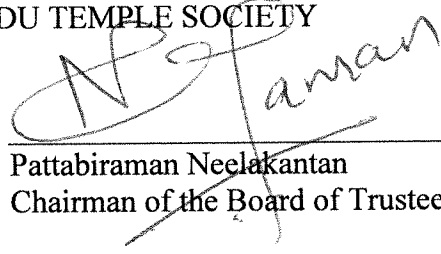
By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Susan A. Lawless, Chair  
Board of Supervisors

WITNESS:

HINDU TEMPLE SOCIETY

By:   
Print Name: Trisha Mayundar  
Title: Attorney

By:   
Pattabiraman Neelakantan  
Chairman of the Board of Trustees

COMMONWEALTH OF PENNSYLVANIA )

) SS.

COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2025, before me, a Notary Public, the undersigned officer, personally appeared Susan A. Lawless, who acknowledged herself to be the Chair of the Board of Supervisors of Hanover Township, a municipal corporation and that she as Chair, being duly authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by herself as Chair.

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

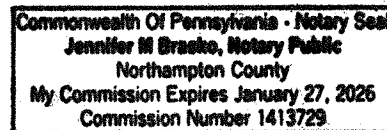
Notary Public

COMMONWEALTH OF PENNSYLVANIA )  
 ) SS.  
COUNTY OF Northampton )

On this, the 25th day of September, 2025, before me, the undersigned officer, personally appeared Pattabiraman Neelakantan, and acknowledged himself/herself to be the Chairman of the Board of Trustees of the HINDU TEMPLE SOCIETY, and acknowledged that he/she as such Chairman of the Board of Trustees of the HINDU TEMPLE SOCIETY, was authorized to execute the foregoing Agreement on behalf of the HINDU TEMPLE SOCIETY, for the purposes therein contained.

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

Jennife m. Brasher  
Notary Public



HINDU TEMPLE SOCIETY BUILDING ADDITION  
4200 AIRPORT ROAD  
LOT CONSOLIDATION AND LAND DEVELOPMENT PLAN

IMPROVEMENTS ESTIMATE – EXHIBIT “A”  
HANOVER TOWNSHIP, NORTHAMPTON COUNTY, PENNSYLVANIA

AUGUST 27, 2024

1. General Conditions	\$24,000.00
2. Erosion Control	\$19,399.00
3. Clearing & Demolition	\$6,600.00
4. Earthwork	\$21,983.50
5. Storm Drainage	\$17,215.50
6. Sanitary Sewer	\$8,421.00
7. Site Improvements	\$95,848.25
8. Lighting	\$13,700.00
9. Landscaping	\$10,550.00
10. Miscellaneous	\$10,000.00
CONSTRUCTION COST ESTIMATE	\$227,717.25
Plus 10% Contingency	\$22,771.73
Inspection (5%)	\$11,385.86
As-built Drawings (2%)	<u>\$4,554.35</u>
TOTAL ESTIMATE	\$266,429.19
Plus 10% for 12-month Security	<u>\$26,642.92</u>
TOTAL	\$293,072.11

NOTE:

1. This estimate is prepared for the purpose of setting an amount for Township Improvement Security.
2. This estimate is adequate for security for a job completion schedule of 12 months, in accordance with Pennsylvania Municipalities Planning Code Article V Section 509(f).

S:\Projects\Municipal\HanoverTwp\H20-26-Hindu Temple Society-Land Development 2020\Docs\Hindu Temple Society-Exhibit A.doc

EXHIBIT “A”

HINDU TEMPLE SOCIETY BUILDING ADDITION  
4200 AIRPORT ROAD  
LOT CONSOLIDATION AND LAND DEVELOPMENT PLAN

IMPROVEMENTS ESTIMATE – EXHIBIT “B”  
HANOVER TOWNSHIP, NORTHAMPTON COUNTY, PENNSYLVANIA

AUGUST 27, 2024

SPECIFICATIONS AND PLANS

Improvements required are to be installed according to the approved Plans and supporting documents, and according to the Township Subdivision and Land Development Ordinance, Construction Standard Ordinances, and Pennsylvania Department of Transportation, Publication 408.

INSPECTION SCHEDULE

Inspections of improvements required by the Township Ordinances are required to ensure conformity to approved Plans and Ordinances. Inspections for this Project would be required as follows:

1. Tree Protection Fence – before any site work occurs.
2. Erosion and Sedimentation Control – before any earth disturbance occurs.
3. Stormwater Management – prior to starting and during construction.
4. Sanitary Sewer – prior to starting and during construction.
5. Water System – prior to starting and during construction.
6. Road/Parking Lot Construction or Patching – during filling, prior to and during curb construction, prior to and during stone backfill and prior to and during paving.
7. Landscaping and Other Improvements – prior to starting and at completion of work.

The Developer or his agent shall notify the appropriate Inspector at least twenty-four (24) hours prior to inspection times listed above. Unless noted, the Inspector for this Project shall be Hanover Engineering Associates, Inc.

S:\Projects\Municipal\Hanover\Twp\H20-26-Hindu Temple Society-Land Development 2020\Docs\Hindu Temple Society-ExhibitB.doc

EXHIBIT “B”

**Prepared by and Return To:**

James L. Broughal, Esquire  
Broughal & DeVito, L.L.P.  
38 West Market Street  
Bethlehem, PA 18018

**Northampton County Parcel I.D. Nos:**

**M5 7 17C 0214 – 4200 Airport Road, Hanover Township**  
**M5 7 17C 0214E – 4200-4220 Airport Road, Hanover Township**

**LAND DEVELOPMENT MAINTENANCE AGREEMENT**  
**HANOVER TOWNSHIP, NORTHAMPTON COUNTY**  
**4200 AND 4220 AIRPORT ROAD**

***THIS AGREEMENT***, made this \_\_\_\_\_ day of \_\_\_\_\_, 2025, by and between  
***HANOVER TOWNSHIP***, a municipal corporation organized and existing under the Laws of the  
Commonwealth of Pennsylvania (hereinafter called "Township");

A N D

***HINDU TEMPLE SOCIETY***, a Pennsylvania nonprofit corporation, with an address of  
4200 Airport Road, Allentown, Pennsylvania 18109 (hereinafter called "Owner").

W I T N E S S E T H:

***WHEREAS***, the Township has approved a land development plan known as "Lot  
Consolidation Plan – Hindu Temple Society – 4200 Airport Road", prepared by Base Engineering,  
Inc., dated August 17, 2020, as revised, (hereinafter called "Plan"); and

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

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

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

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

1. All “Whereas” clauses are incorporated herein by reference.
2. Owner hereby agrees to maintain, repair and refurbish in accordance with the provisions of the Pennsylvania Municipalities Planning Code, Act 247 (“MPC”) any and all of the Improvements for a period of eighteen (18) months following the date of final written acceptance of the Improvements by the Township (the “Maintenance Period”). Notification of acceptance of the Improvements shall be given by the Township to the Owner by certified mail return receipt requested, countersigned by the Township Engineer.
3. During the Maintenance Period, the Owner shall make such repairs and perform such maintenance as may be necessary, in the sole and absolute discretion of the Township to correct, repair, refurbish, maintain and replace any or all of the Improvements and further to correct and reinstall any deficiencies in the Improvements which may arise during the Maintenance Period.

4. All of the aforesaid obligations of Owner are hereby undertaken at Owner's sole cost and expense, and Owner agrees to hold harmless and indemnify the Township from any and all costs, expenses, claims and damages incurred by the Township because of the Owner's failure to maintain the Improvements.

5. The Improvements shall be maintained in accordance with all Township requirements and specifications, and conformity with this provision shall be determined solely by the Township or its duly authorized agent.

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

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

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

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

10. A maintenance guarantee and/or security shall be provided to the Township in a form satisfactory to the Township and shall be in such amount as shall be approved by the Township (not to exceed 15% of the cost to install the Improvements), prior to the release of the security posted under the Improvements Agreement for completion of the construction of the Improvements.

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

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

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

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

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

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

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

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

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

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

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

ATTEST:

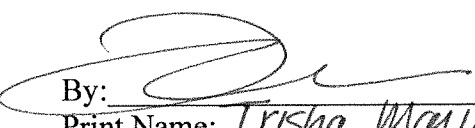
HANOVER TOWNSHIP,  
NORTHAMPTON COUNTY,  
PENNSYLVANIA

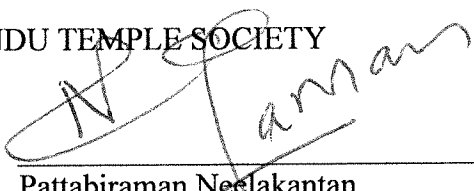
By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Susan A. Lawless, Chair  
Board of Supervisors

WITNESS:

HINDU TEMPLE SOCIETY

By:   
Print Name: Trisha Mayundar  
Title: Attorney

By:   
Pattabiraman Neelakantan  
Chairman of the Board of Trustees

COMMONWEALTH OF PENNSYLVANIA )  
 ) SS.  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_ day of \_\_\_\_\_, 2025, before me, a Notary Public, the undersigned officer, personally appeared Susan A. Lawless, who acknowledged herself to be the Chair of the Board of Supervisors of Hanover Township, a municipal corporation and that she as Chair, being duly authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by herself as Chair.

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

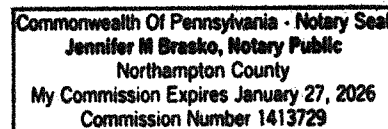
Notary Public

COMMONWEALTH OF PENNSYLVANIA )  
 ) SS.  
COUNTY OF Northampton )

On this, the 25th day of September, 2025, before me, the undersigned officer, personally appeared Pattabiraman Neelakantan , and acknowledged himself/herself to be the Chairman of the Board of Trustees of the HINDU TEMPLE SOCIETY, and acknowledged that he as such Chairman of the Board of Trustees of HINDU TEMPLE SOCIETY, was authorized to execute the foregoing Agreement on behalf of HINDU TEMPLE SOCIETY, for the purposes therein contained.

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

Jennifer M. Broshko  
Notary Public



**Prepared by and Return To:**

James L. Broughal, Esquire

Broughal & DeVito, L.L.P.

38 West Market Street

Bethlehem, PA 18018

**Northampton County Parcel I.D. No(s):**

**M6 15 10X 0214 – 90 Highland Avenue**

**M6 15 10P 0214 – 3865 Adler Place**

**DECLARATION OF COVENANT,**  
**AGREEMENT AND EASEMENT FOR**  
**MAINTENANCE OF STORMWATER MANAGEMENT FACILITIES**  
**HANOVER TOWNSHIP, NORTHAMPTON COUNTY, PA**  
**JAINDL LAND COMPANY**  
**90 HIGHLAND AVENUE & 3865 ADLER PLACE**

***THIS DECLARATION OF COVENANT, AGREEMENT AND EASEMENT*** is made the \_\_\_\_ day of \_\_\_\_\_, 2025, by and between ***90 HIGHLAND LLC***, a Pennsylvania limited liability company, with an address of 3150 Coffeetown Road, Orefield, Pennsylvania 18069 (hereinafter referred as “Declarant”), and the ***TOWNSHIP OF HANOVER***, a municipal corporation organized and existing as a township of the second class under the laws of the Commonwealth of Pennsylvania and situate in the County of Northampton, Commonwealth of Pennsylvania (hereinafter referred to as the “Township”).

WHEREAS, the Declarant is the owner in fee simple of a certain tract of land, Northampton County Uniform Parcel I.D.#(s) **M6 15 10X 0214 and M6 15 10P 0214** (hereinafter “Subject Premises”) as set forth on a site plan (hereinafter “Plan”), the cover sheet of which is entitled “Preliminary/Record Lot Consolidation and Land Development Plans for Jaindl Land Company” prepared by Bohler Engineering, dated May 7, 2021, as revised and the “Preliminary/Record Land

Development Plans for Jaindl Land Company Proposed Commercial Development” prepared by Bohler Engineering, dated November 13, 2020, as revised, which plans were approved conditionally by the Board of Supervisors on February 8, 2022, and recommended for conditional approval by the Hanover Township Planning Commission (“Planning Commission”) on August 2, 2021, and the record sheet(s) of which Plans have been or are about to be recorded in the Office of the Recorder of Deeds of Northampton County, Pennsylvania; and

WHEREAS, the lots shown on the Plans have been assigned the Northampton County Uniform Parcel Identifier Numbers which is set forth on **Exhibit “A,”** attached hereto and made a part hereof; and

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

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

WHEREAS, as a condition of obtaining final approval of the Plan from the Township, the Township has required that the Declarant execute and record this Declaration of Covenant, Agreement and Easement and the Easement Agreement in the Office of the Recorder of Deeds of Northampton County, Pennsylvania for the purpose of ensuring to the Township, inter alia, that: (1) the Stormwater Management Facilities are located, constructed, installed and maintained by the Declarant in accordance with the Plan and Development Agreement; (2) following the completion of the duties of the Declarant pursuant to the Plan and the Development Agreement

the Stormwater Management Facilities are continually and perpetually maintained, repaired, refurbished, reconstructed, and replaced by the Declarant and any future owners of the fee simple interest in the Subject Premises (“Owner(s)”) on which the Stormwater Management Facilities are located and shall continually and perpetually perform such maintenance, repair, refurbishment, reconstruction, and replacement of Stormwater Management Facilities, including but not limited to drainage swales, detention and retention basins, stormwater piping systems, headwalls, inlet and outlet structures, and all structures and facilities appurtenant to the foregoing, as shown on the Plan and located on the Subject Premises, as may be necessary or advisable in the opinion of the Township to ensure the structural integrity and the proper functioning thereof, and compliance with all federal, state, and local laws, rules, and regulations pertaining thereto. At no time shall the Stormwater Management Facilities be removed or altered without the prior written approval of the Township.

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

1. All “WHEREAS’ clauses are incorporated herein by reference as if the same were set forth here at length.
2. The Owners of the Subject Premises on which Stormwater Management Facilities are located shall continually and perpetually perform such maintenance, repair, refurbishment, reconstruction, and replacement of said facilities, including but not limited to drainage swales,

detention and retention basins, stormwater piping systems, headwalls, inlet and outlet structures, and all structures and facilities appurtenant to the foregoing and all Best Management Practices (“BMPs”) agreed to be performed by Owners, as shown on the Plan and located on the lands of the Owners, as may be necessary or advisable in the opinion of the Township to ensure the structural integrity and the proper functioning thereof, and compliance with all federal, state and local laws, rules, and regulations pertaining thereto. At no time shall the Stormwater Management Facilities be removed or altered in any manner without the prior written approval of the Township.

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

4. All drainage swales, detention and/or retention basins, and other stormwater easements shown on the Plans shall be maintained in a grassed or otherwise improved condition, in accordance with the grades and designs shown on the Plan. All these easements shall be kept free of all obstructions, including but not limited to, such obstructions as fill, temporary or permanent structures, and plants (other than grass or other Township approved covers). Fences may be constructed within these easements, within the requirements of the ordinances of the Township (and pursuant to any other Township authorizations to Declarant, including any variances granted

from Township Ordinances) provided that the fence is of a type and location that will not impede the flow of stormwater, and provided that the Owners shall remove such fence at the expense of the Owners and without compensation to the Owners if determined by the Township to be necessary to allow work within the easement.

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

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

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

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

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

7. The Owners shall make provisions for and be personally responsible for strict compliance with all of the foregoing covenants. Upon failure of the Owners to comply within the time period specified by written notice, or in the event the Township, in its sole and absolute discretion determines the work to be of an emergency nature, the Township may perform such work as may be necessary in its sole and absolute discretion to bring the Owners into compliance at the expense of the Owners and the owners shall be charged for said expense, plus a 20% surcharge for the Township's administrative expenses, plus any costs expended by the Township (including reasonable attorney's fees) if a municipal lien or civil action or action in equity is filed, which expense the Owners hereby agree to assume and pay.

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

9. The duties of Declarant or Owner under this agreement shall apply only during the period of ownership of the Subject Premises by such Declarant or Owner, and shall terminate upon the sale of the Subject Premises by such Declarant or Owner to a bona fide purchaser for value, or upon the assignment to a successor entity, who/which shall thereupon assume the duties of Declarant or Owner and be responsible for complying with the terms and conditions of this agreement; provided, nevertheless, that nothing contained herein shall be construed as relieving Declarant or Owner from liability for any default occurring during the period of ownership by such Declarant or Owner.

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

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

WITNESS:

DECLARANT:

90 HIGHLAND LLC

By: [Signature]  
Print Name: Wendy Nicolas  
Title: Attorney

By: [Signature]  
Print Name: David J. Jandl  
Title: President

ATTEST:

HANOVER TOWNSHIP,  
NORTHAMPTON COUNTY,  
PENNSYLVANIA

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: [Signature]  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

COMMONWEALTH OF PENNSYLVANIA        )  
  )  
COUNTY OF Lehigh                                )       SS:

ON THIS, the 29<sup>th</sup> day of September, 2025, before me, the undersigned officer, personally appeared David Jairdl, and acknowledged himself/herself to be the President of 90 HIGHLAND LLC, and that as such President was authorized to execute the foregoing instrument on behalf of 90 HIGHLAND LLC, for the purposes therein contained.

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

Kimberly A Seip  
Notary Public

Commonwealth of Pennsylvania - Notary Seal KIMBERLY A SEIP - Notary Public Lehigh County My Commission Expires May 14, 2027 Commission Number 1351775
---

COMMONWEALTH OF PENNSYLVANIA

) SS.

)

On this \_\_\_\_\_ day of \_\_\_\_\_, 202\_, before me, a Notary Public, the

undersigned officer, personally appeared \_\_\_\_\_, who

acknowledged herself/himself to be the \_\_\_\_\_ of

Hanover Township, a municipal corporation and that she/he as \_\_\_\_\_, being duly

authorized to do so, executed the foregoing instrument for the purposes therein contained by signing

the name of the corporation by herself/himself as \_\_\_\_\_.

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

Notary Public

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

**M6 15 10X 0214 – 90 Highland Avenue**  
**M6 15 10P 0214 – 3865 Adler Place**

**Prepared by and Return To:**

James L. Broughal, Esquire

Broughal & DeVito, L.L.P.

38 West Market Street

Bethlehem, PA 18018

**Northampton County Parcel I.D. Nos:**

**M6 15 10X 0214 – 90 Highland Avenue**

**M6 15 10P 0214 – 3865 Adler Place**

**LAND DEVELOPMENT IMPROVEMENTS AGREEMENT**

**JAINDL LAND COMPANY**

**90 HIGHLAND AVENUE & 3865 ADLER PLACE**

*THIS AGREEMENT*, made this \_\_\_\_\_ day of \_\_\_\_\_, 2025, by and between **HANOVER TOWNSHIP, NORTHAMPTON COUNTY**, a municipal corporation organized and existing under the Laws of the Commonwealth of Pennsylvania (hereinafter called "Township"), party of the first part;

A N D

**90 HIGHLAND LLC**, a Pennsylvania limited liability company, with an address of 3150 Coffeetown Road, Orefield, Pennsylvania 18069 (hereinafter called "Owner"), party of the second part.

W I T N E S S E T H:

**WHEREAS**, the Township of Hanover, Northampton County, Pennsylvania, is a Second Class township; and

**WHEREAS**, pursuant to the powers granted second class townships under the Second Class Township Code, and the Pennsylvania Municipalities Planning Code, Act 247, as amended ("MPC"), the Township has adopted Subdivision Regulations and various other ordinances

including the Hanover Township Zoning Ordinance, pertaining to the regulation of non-residential land developments in the Township; and

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

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

**FIRST**: The Owner shall construct and/or install the improvements shown on the Preliminary/Record Lot Consolidation and Land Development Plans for Jaindl Land Company prepared by Bohler Engineering, dated May 7, 2021, as revised and the Preliminary/Record Land Development Plans for Jaindl Land Company Proposed Commercial Development prepared by Bohler Engineering, dated November 13, 2020, as revised, which plans were approved conditionally by the Board of Supervisors on February 8, 2022, and recommended for conditional approval by the Hanover Township Planning Commission (“Planning Commission”) on August 2, 2021. The improvements are more fully described in the land development plans (collectively “Land Development Plan”), and are more specifically described in ***Exhibit “A,”*** which is attached hereto and made a part hereof (the “Improvements”). In addition, certain intersection improvements to the Highland Avenue/Adler Place intersection may be required to be installed by Owner in

accordance with an “After Study” performed by Owner in accordance with PennDOT and Township requirements after full occupancy of all proposed buildings/uses shown on the Land Development Plan are operational for a minimum of six (6) months. The request and requirement to construct such additional improvements shall survive the release of the Security to be posted in accordance with Paragraph FIFTH hereof. If the results of the After Study, prepared in accordance with PennDOT standards, require the installation of a traffic signal, the Owner is responsible for the construction and permitting for the traffic signal even if the cost exceeds the Security. Security will be provided by the Owner for the cost of the study and any potential construction. Security shall remain in place until the preparation of the study and potential construction of the intersection improvements.

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

THIRD: The Improvements more fully described in *Exhibit "A"* required under this Agreement shall be completed in accordance with the above-stated requirements within eighteen (18) months of the date of this Agreement.

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

The Township, or its duly authorized agent, the Township Engineer, shall be the sole judge of whether all Improvements have been completed in accordance with said requirements and specifications within eighteen (18) months of the date of this Agreement.

FIFTH: To ensure compliance with the provisions of this Agreement and, in particular, that all Improvements meet Township, County, and State requirements, and that the Improvements be completed within the time periods set forth in paragraph "THIRD", the Owner of the land which makes up the Land Development Plan shall deliver to the Township an irrevocable Letter of Credit in a form approved by the Township Solicitor in the amount of Three Million Nine Hundred Sixty-Three Thousand One Hundred Four and 33/100 (\$3,963,104.33) Dollars (the "Security"). The Security shall be restricted in use to the financing of the installation of the Improvements called for in this Agreement. It is clearly understood that the Township may, at any time within the time periods set forth in paragraph THIRD, when in its sole and absolute opinion the installation of the required Improvements are not progressing to the Township's satisfaction, draw upon the Security to finance the installation of any or all of the required Improvements provided that Township shall first give Owner written notice of any deficiency in progress and Owner shall have a reasonable opportunity to cure any such deficiency, which period shall not exceed thirty (30) days.

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

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

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

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

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

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

NINTH: If all Improvements required under this Agreement have not been completed in accordance with the requirements set forth in this Agreement and within the eighteen (18) month period, then, in that event, the prior approval of the Land Development Plan by the Board of Supervisors and Planning Commission of the Township may be revoked, and the Owner or Owners of the land may resubmit their prior final land development plan for approval to the Planning Commission and Board of Supervisors of the Township in accordance with the subdivision and zoning regulations then in force. In acting upon their submitted final land development plan, the Board of Supervisors and Planning Commission of the Township shall apply the provisions, regulations, and requirements of the Township Subdivision and Zoning Regulations and Ordinances in effect at the time of the resubmission. At the time of the resubmission, the Board of Supervisors and the Planning Commission may modify this Agreement and impose the acceptance of the modifications, if any, as a condition precedent to the re-approval of the Land Development Plan.

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

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

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

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

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

FIFTEENTH: The Owner hereby agrees to enter into a maintenance bond or other security in an amount equal to fifteen percent (15%) of the actual cost of the Improvements called for in the MPC and in a Land Development Improvements Agreement, in a form approved by the

Township Solicitor and/or the Board of Supervisors, to guarantee that the Improvements listed in this Land Development Plan Improvements Agreement shall be maintained for a period of eighteen (18) months, as more fully set forth in the Land Development Maintenance Agreement (“Maintenance Security”) and in accordance with the MPC. The Maintenance Security shall be furnished by the Owner and approved, as herein provided, prior to the Township releasing the Security obtained to secure the Improvements.

In addition to the foregoing, Owner shall make provisions for and be personally responsible for all of the Township’s responsibility for the maintenance of any and all stormwater facilities required to be maintained by the Pennsylvania Department of Transportation (“PennDOT”) as part of the Owner’s **and Township’s** Highway Occupancy Permits and located within the PennDOT Right-of-Way, in perpetuity.

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

SEVENTEENTH: The Owner and the successors and assigns of the Owner shall be solely responsible for any and all damage caused by the Owner, its agents, successors, or assigns in

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

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

NINETEENTH: The Owner shall pay, prior to the recording of the approved Land Development Plan, a Township Recreation and Open Space Area Fee in the total amount of \$45,888.00 in accordance with Section 159-16 D. of the Hanover Township Subdivision and Land Development Ordinance, which fee has been calculated at the rate of \$120,000.00 per acre multiplied by 9.56 acres multiplied by 4.0%.

TWENTIETH: The Owner shall pay, prior to the issuance of a building permit, a traffic impact fee in the total amount of \$204,771.00; broken-down into \$35,329.00 for the drive-

in bank (103 PM peak hour trips); \$47,677.00 for the LVHN medical-dental office building (139 PM peak hour trips); \$10,976.00 for the 9,280 SF addition to the existing medical-dental office building (32 PM peak hour trips); \$97,755.00 for the Wawa convenience market/gas station (285 new PM peak hour trips); and \$13,034.00 for the Business Hotel with 123 rooms (38 PM peak hour trips),, as required by the Hanover Township Impact Fee Ordinance No. 91-12, which fee has been calculated at the rate of \$343.00 per PM peak hour trip multiplied by the total 597 peak hour trips.

TWENTY-FIRST: The Owner shall, prior to issuance of a building permit, pay the following fees:

- a. Tapping Fee of \$11,250.90 ( $\$8.10/\text{GPD} \times 1,389 \text{ GPD}$ ) for the Wawa;
- b. Tapping Fee of \$11,793.60 for the Medical Office Building ( $\$8.10/\text{GPD} \times 1,456 \text{ GPD}$ );
- c. Tapping Fee of \$2,025.00 for the 3869 Adler Place office building ( $\$8.10/\text{GPD} \times 250 \text{ GPD}$ );
- d. Connection Fees of \$1,417.50 (\$472.50 each);and
- e. Customer Facilities Fees of \$990.00 (\$330.00 each).

TWENTY-SECOND: Owner shall pay, prior to the recoding of the approved Land Development Plan, a Storm Sewer Interceptor Value of \$25,905.60 ( $\$1.80/\text{SY}$  of impervious cover  $\times 14,392.\text{SY}$  of additional impervious cover), as required by the Stormwater Management Ordinance, Section 152-12.B(2).

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

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

- a. Right to Draw Upon Security. The Township shall have the right to draw upon the Security in accordance with its terms and in such amounts as to enable the Township to complete the Improvements. In addition, the Township shall have the right to bring an action at law or in equity against the Owner in the event the Security is insufficient to enable Township to complete construction and installation of the Improvements following default. In the event of any such action, suit, or proceeding brought by the Township against the Owner for defaults hereunder, the Owner agrees to pay the Township's reasonable attorney fees and court costs incurred in such action as may be awarded by a court having jurisdiction over the parties and subject matter of such dispute. The Township's exercise of its rights under the Security shall not bar it from pursuing its rights under this Agreement, the parties agreeing that the Township's rights hereunder are cumulative and not exclusive.
- b. Confession of Judgment. In the event the Township draws upon the Security in accordance with its terms and this Agreement and the Township completes the Improvements at a cost in excess of the amount of the Security, then, and under such circumstances, the Owner agrees to reimburse the Township upon demand for such deficiency. The Owner shall have thirty (30) days to pay any such deficiency to the Township. In the event Owner fails to pay such deficiency to the Township, as provided above, then, and under such circumstances, THE OWNER HEREBY IRREVOCABLY AUTHORIZES AND EMPOWERS THE TOWNSHIP BY ANY

ATTORNEY OF ANY COURT OF RECORD OF PENNSYLVANIA AS ATTORNEY FOR THE OWNER TO APPEAR FOR AND CONFESS JUDGMENT AGAINST THE OWNER FOR THE AMOUNT OF SUCH DEFICIENCY FOR WHICH AN AFFIDAVIT SIGNED BY AN OFFICER OF THE TOWNSHIP SETTING FORTH SUCH AMOUNTS AS ARE THEN DUE SHALL BE PRIMA FACIA EVIDENCE, PLUS TEN PERCENT (10%) THEREOF BUT NOT LESS THAN ONE THOUSAND DOLLARS (\$1,000.00) AS A REASONABLE ATTORNEY FEE, WITH COSTS OF SUIT. SUCH AUTHORITY SHALL NOT BE EXHAUSTED BY ANY ONE EXERCISE THEREOF, BUT JUDGMENT MAY BE CONFESSED AS AFORESAID FROM TIME TO TIME AS OFTEN AS THERE IS A DEFICIENCY UNDER SUCH SECURITY PROVIDED, HOWEVER, THE TOWNSHIP HAS GIVEN THE OWNER THIRTY (30) DAYS' WRITTEN NOTICE OF SUCH DEFICIENCY AND DEMANDED PAYMENT WITHIN SUCH THIRTY (30) DAY PERIOD OF TIME.

- c. Certain Waivers and Releases. In any amicable action, suit, or proceeding brought by the Township under the provisions of paragraph 24(b) of this Agreement, the Owner hereby releases and agrees to release Township from all errors and defects whatsoever of a procedural nature in entering such Confession of Judgment or in causing any Writ to be issued or in proceeding on such Writ or concerning the same, provided that the Township shall have filed in such action, suit, or proceeding, an Affidavit of an officer of the Township setting forth the facts necessary to support the entry of such Judgment or the issuance of such Writ according to the terms of this Agreement, of which facts such Affidavit shall be prima facie evidence. If a copy of this Agreement, verified by

an officer of the Township, shall be filed in such action, suit, or proceedings, it shall not be necessary to file the original as a warrant of attorney, any rule of court, custom, or practice to the contrary notwithstanding.

TWENTY-FIFTH: The Americans With Disabilities Act.

- a. The Owner acknowledges and agrees that, pursuant to federal regulations promulgated under the authority of The Americans With Disabilities Act, 28 C.F.R. 35.101 et seq., the Owner understands and agrees that no individual with a disability shall, on the basis of the disability, be excluded from participation in this Agreement or from activities provided for under this Agreement. As a condition of accepting and executing this Agreement, the Owner agrees to comply with the “General Prohibitions Against Discrimination,” 28 C.F.R. 35.130, and all other regulations promulgated under Title II of The Americans With Disabilities Act which are applicable to the benefits, services, programs, and activities provided by the Township of Hanover, Northampton County, Pennsylvania, through agreements with outside contractors.
- b. The Owner agrees that all Improvements constructed pursuant to this Agreement shall be constructed in accordance with terms and provisions of Titles I, II, and III of The Americans With Disabilities Act, 28 C.F.R. 35.101 et seq., if applicable.
- c. The Owner shall be responsible for, and agrees to indemnify and hold harmless the Township of Hanover, Northampton County, Pennsylvania, from, all losses, damages, expenses, claims, demands, suits, and actions brought by any party against the Township of Hanover, Northampton County, Pennsylvania, as a result of the Owner's failure to comply with the provisions of this paragraph.

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

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

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

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

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

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

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

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

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

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

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

ATTEST:

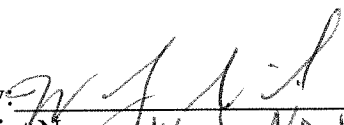
HANOVER TOWNSHIP,  
NORTHAMPTON COUNTY,  
PENNSYLVANIA

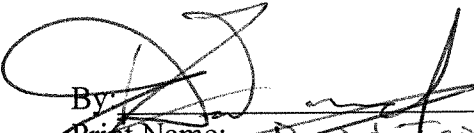
By: \_\_\_\_\_  
Kimberly Lymanstall, Secretary

By: \_\_\_\_\_  
SUSAN A. LAWLESS,  
Chair of the Board of Supervisors

WITNESS:

90 HIGHLAND LLC

By:  \_\_\_\_\_  
Print Name: Wendy Nicolosi  
Title: Attorney

By:  \_\_\_\_\_  
Print Name: David Tainell  
Title: President

COMMONWEALTH OF PENNSYLVANIA )  
 ) SS.  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_ day of \_\_\_\_\_, 2025, before me, a Notary Public, the undersigned officer, personally appeared SUSAN A. LAWLESS, who acknowledged herself to be the Chair of the Board of Supervisors of Hanover Township, a municipal corporation and that she as Chair, being duly authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by herself as Chair.

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

Notary Public

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF

Lehigh

**SS:**

ON THIS, the 29<sup>th</sup> day of September, 2025, before me, the undersigned

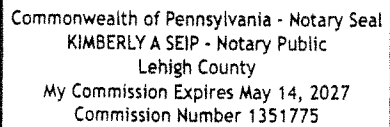
officer, personally appeared David Jandl, and acknowledged himself/herself to be the

President of 90 HIGHLAND LLC and that as such President was authorized to

execute the foregoing instrument on behalf of 90 HIGHLAND LLC, for the purposes therein contained.

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

Xavier Verly, A.P.C.  
Notary Public



**Prepared by/Return to**:

James L. Broughal, Esquire  
Broughal & DeVito, L.L.P.  
38 West Market Street  
Bethlehem, PA 18018  
(610) 865-3664

**Northampton County Parcel I.D. Nos:**  
**M6 15 10X 0214 – 90 Highland Avenue**  
**M6 15 10P 0214 – 3865 Adler Place**

**LAND DEVELOPMENT MAINTENANCE AGREEMENT**  
**JAINDL LAND COMPANY**  
**90 HIGHLAND AVENUE & 3865 ADLER PLACE**

THIS AGREEMENT, made this \_\_\_\_ day of \_\_\_\_\_, 2025, by and between  
***HANOVER TOWNSHIP, NORTHAMPTON COUNTY***, a municipal corporation organized and  
existing under the laws of the Commonwealth of Pennsylvania (hereinafter called “Township”)  
party of the first part;

A N D

***90 HIGHLAND LLC***, a Pennsylvania limited liability company, with an address of 3150  
Coffeetown Road, Orefield, Pennsylvania 18069 (hereinafter called “Owner”), party of the  
second part.

W I T N E S S E T H:

WHEREAS, the Township has approved a land development plans known as  
Preliminary/Record Lot Consolidation and Land Development Plans for Jaindl Land Company  
prepared by Bohler Engineering, dated May 7, 2021, as revised and the Preliminary/Record Land  
Development Plans for Jaindl Land Company Proposed Commercial Development prepared by  
Bohler Engineering, dated November 13, 2020, as revised (hereinafter collectively called “Plan”);  
and

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

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

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

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

1. All "Whereas" clauses are incorporated herein by reference.
2. Owner hereby agrees to maintain, repair and refurbish in accordance with the provisions of the Pennsylvania Municipalities Planning Code, Act 247 ("MPC") any and all of the Improvements for a period of eighteen (18) months following the date of final written acceptance of the Improvements by the Township (the "Maintenance Period"). Notification of acceptance of the Improvements shall be given by the Township to the Owner by certified mail return receipt requested, countersigned by the Township Engineer.
3. During the Maintenance Period, the Owner shall make such repairs and perform such maintenance as may be necessary, in the sole and absolute discretion of the Township to correct, repair, refurbish, maintain and replace any or all of the Improvements and further to correct and reinstall any deficiencies in the Improvements which may arise during the Maintenance Period.

4. All of the aforesaid obligations of Owner are hereby undertaken at Owner's sole cost and expense, and Owner agrees to hold harmless and indemnify the Township from any and all costs, expenses, claims and damages incurred by the Township because of the Owner's failure to maintain the Improvements.

5. The Improvements shall be maintained in accordance with all Township requirements and specifications, and conformity with this provision shall be determined solely by the Township or its duly authorized agent.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ATTEST:

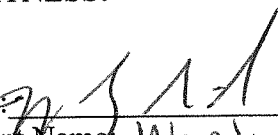
HANOVER TOWNSHIP,  
NORTHAMPTON COUNTY,  
PENNSYLVANIA

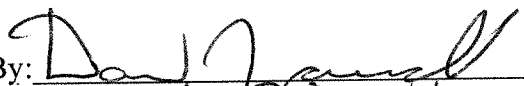
By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

WITNESS:

90 HIGHLAND LLC

By:   
Print Name: Wendy Nicolosi  
Title: Attorney

By:   
Print Name: David Jandl  
Title: President

COMMONWEALTH OF PENNSYLVANIA

)

) SS.

)

COUNTY OF \_\_\_\_\_

On this \_\_\_\_ day of \_\_\_\_\_, 202\_, before me, a Notary Public, the undersigned officer, personally appeared \_\_\_\_\_, who acknowledged herself/himself to be the \_\_\_\_\_ of Hanover Township, a municipal corporation and that she/he as \_\_\_\_\_, being duly authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by herself/himself as \_\_\_\_\_.

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

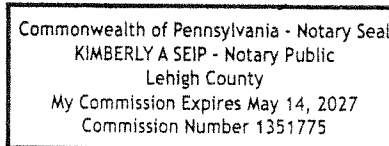
Notary Public

COMMONWEALTH OF PENNSYLVANIA        )  
  )  
COUNTY OF Lehigh                        )       SS:

ON THIS, the 29<sup>th</sup> day of September, 2025, before me, the undersigned officer, personally appeared David Jajndl, and acknowledged himself/herself to be the President of 90 HIGHLAND LLC and that as such President was authorized to execute the foregoing instrument on behalf of 90 HIGHLAND LLC, for the purposes therein contained.

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

Kimberly A Seip  
Notary Public



**Prepared by and Return To:**

James L. Broughal, Esquire

Broughal & DeVito, L.L.P.

38 West Market Street

Bethlehem, PA 18018

**Northampton County Parcel I.D. Nos:**

**M6 15 10X 0214 – 90 Highland Avenue**

**M6 15 10P 0214 – 3865 Adler Place**

**PUBLIC ACCESS EASEMENT AGREEMENT**

**THIS EASEMENT AGREEMENT** (“Agreement”) is made this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between **90 HIGHLAND, LLC** (“Grantor”) and **HANOVER TOWNSHIP** (“Grantee”) (collectively, the “Parties”).

**BACKGROUND**

A. Grantor is the owner of that certain parcel of land located in Hanover Township, Northampton County, with a street address of 90 Highland Avenue, Hanover Township, Northampton County, known as PIN M6 15 10X 0214 (“Grantor Property”).

B. Grantee is a Second Class Township of Northampton County, Pennsylvania, with an address at 3630 Jacksonville Road, Bethlehem, Pennsylvania 18017-9302.

C. On or about February 8, 2022, the Township Board of Supervisors recommended conditional approval for the Grantor Property to construct certain improvements;

D. Grantor agreed to grant to Grantee a public access easement upon, across, through and over Grantor’s Property for the purpose of constructing establishing a public access area and sidewalk traversing portions of Grantor’s Property and creating public access to and from said sidewalk, as more fully described hereinbelow, to the satisfaction of the Township Engineer and Solicitor;

E. The Township Engineer and Solicitor are satisfied with the public access easement in accordance with the terms set forth herein; and

F. The parties are entering into this Agreement to provide Grantee with certain easement rights and to describe the mutual understanding of the parties relative to the easement granted by this Agreement.

**NOW, THEREFORE,** intending to be legally bound hereby and in consideration of the mutual covenants and agreements contained herein, the Parties agree as follows:

1. Recitals. The foregoing recitals are incorporated herein by this reference as material provisions of this Agreement.

2. Grant of Public Access Easement. For the limited purposes set forth in this Agreement, Grantor hereby grants and conveys to Grantee, for the mutual benefit of Grantee and the general public, the uninterrupted and non-exclusive right, right-of-way, liberty, privilege, easement and authority to enter upon, across, through and over that portion or portions of the Grantor's Property, as described on the Preliminary/Record Lot Consolidation and Land Development Plans for Jaindl Land Company prepared by Bohler Engineering, dated May 7, 2021, as revised and the Preliminary/Record Land Development Plans for Jaindl Land Company Proposed Commercial Development prepared by Bohler Engineering, dated November 13, 2020, as revised, which plans were approved conditionally by the Board of Supervisors on February 8, 2022, which is attached hereto and incorporated herein as Exhibit "A" ("Plan"), for the purpose of providing a public access easement, including the right of ingress to and egress from, passage on and passage over, the above-described easement area, located in said area ("Public Access Easement Area"). A legal description of the Easement is attached hereto and made a part hereof as Exhibit "B." There is hereby expressly reserved to the Grantor its successors and assigns all rights and privileges in and to the use and benefit of the Public Access Easement Area to the extent not inconsistent with the easement rights granted herein.

2. Right to Occupy; Maintenance. Grantor shall install and construct the sidewalk and shall consistently maintain the right to use and occupy the Public Access Easement Area. Regular maintenance shall be performed by the Grantor, at Grantor's sole cost and expense, and shall include the repair, reconstruction, replacement, snow removal and re-grading of the Easement Area's surface and all sidewalk structures and improvements.

3. Prohibited Use. Neither party shall use the Public Access Easement Area in any manner injurious or destructive to the rights granted herein nor shall any party permit the erection of any barrier, fence or other obstruction to the free and unhampered use of the Public Access Easement Area. Grantee shall not obstruct or interfere with the Grantor Property or the normal business operations on the Grantor Property. The Grantee's and the public's right sin the easement

pathway when complete is for pedestrian purposes only, and no right is granted to permit any vehicle, with or without motors, to use such pathway.

4. Covenant Running with the Land. The easement, privileges, and covenants run with the land and shall be perpetual and continue in full force and effect forever and shall be for the benefit of and binding upon Grantor and Grantee, their respective grantees, successors, assigns, tenants, employees, agents, and invitees. Every person, partnership, corporation or other entity who owns, occupies or acquires any right, title, estate or interest, in whole or in part, to the property does and shall be inclusively deemed to have consented herein, whether or not any reference to this Easement is contained in the instrument by which each entity acquired an interest in the property or any portion thereof.

5. Modification. This Agreement shall not be changed, amended or terminated, except by written agreement of each party.

6. Governing Law. This Agreement shall be construed in accordance with the Laws of the Commonwealth of Pennsylvania.

7. Entire Agreement. This Agreement constitutes the entire agreement between the parties and there are no other understandings written or oral.

8. Recording. This Agreement shall be recorded in the Office of the Recorder of Deeds in and for the County of Northampton, Commonwealth of Pennsylvania, and shall be a covenant running with the land.

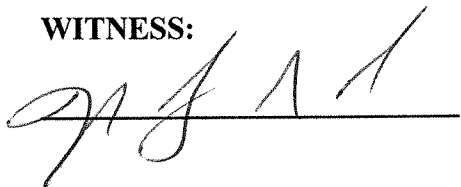
9. Severance. If any provision of this Agreement, or the application thereof to any person, partnership, corporation or other entity, or circumstance shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

10. Incorporation of Exhibits. All exhibits referenced in this Agreement are attached hereto and incorporated herein by reference as if set forth in full.

*[Signature page to follow]*

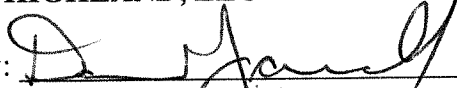
**IN WITNESS WHEREOF**, the undersigned have executed and delivered this Agreement as of the year and date first written above.

**WITNESS:**



**GRANTOR:**

**90 HIGHLAND, LLC**

By:   
Name: David Janel  
Title: President

**ATTEST:**

**GRANTEE:**

HANOVER TOWNSHIP,  
NORTHAMPTON COUNTY, PENNSYLVANIA

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

COMMONWEALTH OF PENNSYLVANIA )  
 ) SS.  
COUNTY OF NORTHAMPTON )

On this \_\_\_\_\_ day of \_\_\_\_\_, 202\_, before me, a Notary Public, the undersigned officer, personally appeared \_\_\_\_\_, who acknowledged herself/himself to be the \_\_\_\_\_ of Hanover Township, a municipal corporation and that she/he as \_\_\_\_\_, being duly authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by herself/himself as \_\_\_\_\_.

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

Notary Public

COMMONWEALTH OF PENNSYLVANIA )

COUNTY OF Lehigh )

SS:

ON THIS, the 29<sup>th</sup> day of September, 2022, before me, the undersigned officer, personally appeared David J. Jandl, and acknowledged himself/herself to be the President of 90 HIGHLAND LLC and that as such President it was authorized to execute the foregoing instrument on behalf of 90 HIGHLAND LLC, for the purposes therein contained.

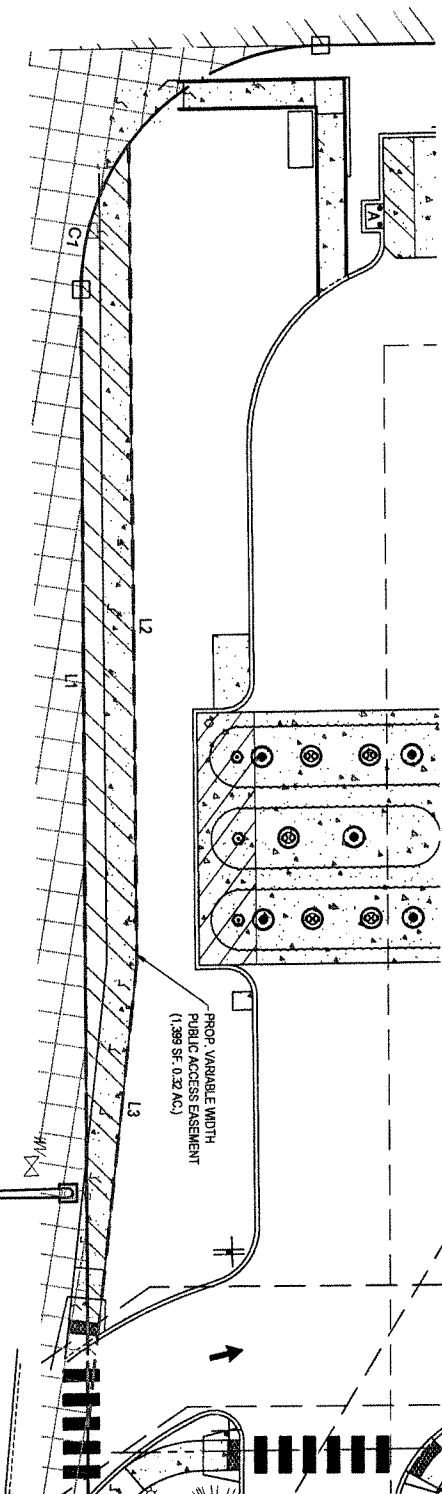
IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal.

Kimberly A. Seip  
Notary Public

Commonwealth of Pennsylvania - Notary Seal  
KIMBERLY A SEIP - Notary Public  
Lehigh County  
My Commission Expires May 14, 2027  
Commission Number 1351775

**Exhibit A**

**Plan**



# HIGHLAND AVENUE

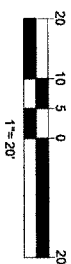
**(A.K.A. T-453)**

**(80' WIDE R.O.W.)**

(COLLECTOR)

Line Table	
Line #	Direction
L1	S80° 34' 33"W
L2	N80° 21' 41"E
L3	N86° 53' 28"E

Curve Table					
Curve #	Length	Radius	Angle	Chord Bearing	Chord Distance
C1	25.80'	40.00'	36° 57' 37"	N80° 56' 38"W	25.36'

[illegible]

**BOHLER** <sup>TM</sup>

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SITE CIVIL AND CONSULTING ENGINEERING  
LAND SURVEYING  
PROGRAM MANAGEMENT  
LANDSCAPE ARCHITECTURE  
SUSTAINABLE DESIGN  
PERMITTING SERVICES  
TRANSPORTATION SERVICES

**FOR EXHIBIT  
PURPOSES ONLY**

**PROJECT:**  
**PRELIMINARY /**  
**RECORD LAND**  
**DEVELOPMENT**  
**PLANS**  
**FOR**

**JAINDL LAND  
COMPANY**

**PROPOSED COMMERCIAL  
DEVELOPMENT**

NAHOVER TOWNSHIP  
NORTHAMPTON COUNTY  
PENNSYLVANIA 18017

**BOHLER**

**74 W BROAD STREET, SUITE 500  
BETHLEHEM, PA 18018**  
Phone: (610) 702-0971  
Fax: (610) 705-0076  
**[www.BolierEngineering.com](http://www.BolierEngineering.com)**

**J.A. BEAVAN**

**PROFESSIONAL ENGINEER**  
DOMENICA VIANA LICENSE NO. 36292  
NEW YORK LICENSE NO. 14 68222  
NEW JERSEY LICENSE NO. 340291240

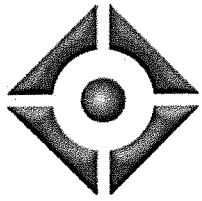
**EASEMENT  
EXHIBIT  
PLAN**

**C-101**

ORG. DATE - 2/26/2025

**Exhibit B**

**Legal Description**



# CONTROL POINT ASSOCIATES, INC.

traditional methods | modern approaches

New Britain Corporate Center  
1600 Manor Drive, Suite 210  
Chalfont, PA 18914  
Tel: 215.712.9800  
cpasurvey.com

FEBRUARY 06, 2025  
02-190362-00

METES AND BOUNDS DESCRIPTION  
**VARIABLE WIDTH PUBLIC ACCESS EASEMENT**  
PART OF BLOCK 15, LOT 10X  
LANDS NOW OR FORMERLY  
909 HIGHLAND LLC  
HANOVER TOWNSHIP, NORTHAMPTON COUNTY  
COMMONWEALTH OF PENNSYLVANIA

BEGINNING AT A POINT ON THE NORTHERLY ULTIMATE RIGHT-OF-WAY LINE OF HIGHLAND AVENUE (A.K.A. T-453, 80-FOOT-WIDE RIGHT-OF-WAY) SAID POINT BEING DISTANT THE FOLLOWING THREE (3) COURSES AND DISTANCES FROM THE SOUTHWESTERLY TERMINUS OF AN ARC CONNECTING THE NORTHERLY RIGHT-OF-WAY LINE OF HIGHLAND AVENUE WITH THE WESTERLY RIGHT-OF-WAY LINE OF ADLER PLACE (A.K.A. T-734, 80-FOOT-WIDE RIGHT-OF-WAY):

A. ALONG THE TITLE LINE AND NORTHERLY RIGHT-OF-WAY LINE OF HIGHLAND AVENUE, SOUTH 80 DEGREES - 22 MINUTES - 02 SECONDS WEST, A DISTANCE OF 399.32 FEET TO A POINT ON THE NORTHERLY ULTIMATE RIGHT-OF-WAY LINE OF HIGHLAND AVENUE, THENCE;

THE FOLLOWING TWO (2) COURSES AND DISTANCE ALONG THE NORTHERLY ULTIMATE RIGHT-OF-WAY LINE OF HIGHLAND AVENUE:

B. NORTH 09 DEGREES - 18 MINUTES - 37 SECONDS WEST, A DISTANCE OF 7.41 FEET TO A POINT, THENCE;

C. SOUTH 80 DEGREES - 34 MINUTES - 33 SECONDS WEST, A DISTANCE OF 52.71 FEET TO THE TRUE POINT AND PLACE OF BEGINNING, AND FROM SAID POINT OF BEGINNING RUNNING, THENCE;

THE FOLLOWING TWO (2) COURSES AND DISTANCE ALONG THE NORTHERLY ULTIMATE RIGHT-OF-WAY LINE OF HIGHLAND AVENUE:

1. SOUTH 80 DEGREES - 34 MINUTES - 33 SECONDS WEST, A DISTANCE OF 189.47 FEET TO A POINT OF CURVATURE, THENCE;
2. ALONG THE ARC OF A CIRCLE CURVING TO THE RIGHT, HAVING A RADIUS OF 40.00 FEET, A CENTRAL ANGLE OF 36 DEGREES - 57 MINUTES - 37 SECONDS, AN ARC LENGTH OF 25.80 FEET, A CHORD BEARING NORTH 80 DEGREES - 56 MINUTES - 38 SECONDS WEST AND A CHORD DISTANCE OF 25.36 FEET TO A POINT, THENCE;

THE FOLLOWING TWO (2) COURSES AND DISTANCES THROUGH BLOCK 15, LOT 10X:

3. NORTH 80 DEGREES - 21 MINUTES - 41 SECONDS EAST, A DISTANCE OF 136.29 FEET TO A POINT, THENCE;
4. NORTH 86 DEGREES - 53 MINUTES - 28 SECONDS EAST, A DISTANCE OF 77.71 FEET TO THE POINT AND PLACE OF BEGINNING.

CONTAINING 1,399 SQUARE FEET OR 0.032 ACRE

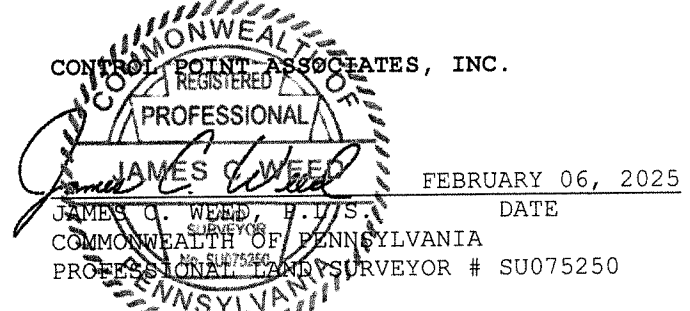
THIS PROPERTY SUBJECT TO RESTRICTIONS, COVENANTS AND/OR EASEMENTS EITHER WRITTEN OR IMPLIED.



**CONTROL POINT  
ASSOCIATES, INC.**  
traditional methods | modern approaches

FEBRUARY 06, 2025  
02-190362-00  
HANOVER TOWNSHIP, NORTHAMPTON COUNTY PA  
PAGE 2

THIS DESCRIPTION WAS WRITTEN BASED UPON A MAP ENTITLED "PRELIMINARY/RECORD LAND DEVELOPMENT PLANS FOR JAINDL LAND COMPANY, PROPOSED COMMERCIAL DEVELOPMENT, ROUTE 512 & HIGHLAND AVE., HANOVER TOWNSHIP, NORTHAMPTON COUNTY, PENNSYLVANIA, SITE PLAN", PREPARED BY BOHLER ENGINEERING, DATED 11/13/2020, REVISION NO. 19, DATED 12/5/2024 PROJECT NO. PY202000, SHEET C-301, 4 OF 35.



S:\Surveys\2019\02-190362-Jaindl-90 Highland Ave, Bethlehem, PA-JRA\M&B\2025-02-04\M&B\_SIDEWALK EASEMENT.docx  
PREPARED BY: JAA REVIEWED BY: BAR

**JAINDL LAND COMPANY - 90 HIGHLAND AVENUE & 3865 ADLER PLACE**

**TRI-PARTY ESCROW AGREEMENT**

THIS AGREEMENT, made this \_\_\_\_ day of \_\_\_\_\_, 2025, by and among 90 HIGHLAND, LLC, a Pennsylvania limited liability company, with offices at 3150 Coffeetown Road, Orefield, Pennsylvania 18069 (hereinafter called the “OWNER”), **SAGEWORTH TRUST COMPANY**, an entity licensed as a Trust Company in the Commonwealth of Pennsylvania by Charter Number 5024039, with a principal office at 1861 Santa Barbara Drive, Lancaster, Pennsylvania 17601-4134 , (hereinafter called “BANK”); and TOWNSHIP OF HANOVER, Northampton County, Pennsylvania, a public body politic and corporate of the Commonwealth of Pennsylvania, (hereinafter called the “TOWNSHIP”).

WHEREAS, OWNER is the fee simple owner of a certain tract of land known as 90 Highland Avenue, Township of Hanover, Northampton County, Pennsylvania, known as PIN M6 15 10X 0214 and designated as the “Property” and

WHEREAS, OWNER has received final conditional Site Plan Approval for the development of the Property (the “Project”) pursuant to a vote of the Board of Supervisors of the TOWNSHIP (the “Board”) on February 8, 2022 (the “Approval”); and

WHEREAS, as one of the conditions of the granting of the Approval, the Board has required that OWNER shall complete certain municipal site improvements, (the “Improvements”), as more particularly defined and described in a certain Site Plan Improvements Agreement (“Improvements Agreement”), and to assure that OWNER completes the Improvements, TOWNSHIP has required the establishment of a certain escrow account with sufficient funds to complete the Improvements (“Escrow”), and the term “Escrow” is more particularly described and defined as the restricted escrow account in the amount of Three

Million Nine Hundred Sixty-Three Thousand One Hundred Four and 33/100 (\$3,963,104.33)

Dollars established with the BANK by the OWNER which will be restricted solely for the use of the TOWNSHIP under this Agreement and until the expiration of this Agreement as provided herein; and

WHEREAS, in connection with the Project and the Approval, BANK and OWNER have agreed to establish, fund, and maintain the Escrow upon the terms and conditions set forth herein.

NOW, THEREFORE, the parties hereto, intending to be legally bound hereby, do agree as follows:

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

2. OWNER and BANK hereby agree that, at and upon receipt of a fully executed copy of this Agreement, OWNER shall immediately deposit with BANK the sum of Three Million Nine Hundred Sixty-Three Thousand One Hundred Four and 33/100 (\$3,963,104.33) Dollars to be placed in the Escrow to be used solely to guarantee and assure TOWNSHIP that the Improvements will be constructed in accordance with the TOWNSHIP standards and the terms and provisions of the Improvements Agreement of even date herewith.

3. BANK and OWNER hereby agree that the Escrow shall be used solely and exclusively for the purposes of completing the Improvements in a timely fashion in accordance with TOWNSHIP standards and specifications as more specifically set forth in the Improvement Agreement.

4. The Escrow shall remain in existence until such time as the Improvements have been completed as set forth in the Improvement Agreement by OWNER and approved as

completed by TOWNSHIP. Upon completion of the Improvements as specified in the Improvement Agreement and the inspection and approval of the Improvements by authorized Township officials, TOWNSHIP shall authorize, through the Township Engineer, in writing, a reduction in the amount held in the Escrow for the value of the Improvements completed. The written authorization will be delivered to BANK. Upon delivery to BANK of the written authorization, BANK is permitted to disburse the amount, held in Escrow, specified for release in the written authorization. It is specifically agreed to by the parties to this Agreement that the TOWNSHIP shall be under no obligation to make inspections as called for under this Agreement, except in accordance with the provisions of the Improvement Agreement. Interest earned on the Escrow shall not be deemed part of the Escrow, and may be distributed and/or disbursed to OWNER without restriction.

5. The Escrow shall remain in existence until such time as all Improvements have been completed by OWNER and approved as completed by TOWNSHIP'S written authorization in the manner set forth in Paragraph 4 of this Agreement. In the event that all of the Improvements shall have been completed and accepted as completed by TOWNSHIP'S written authorization, then, in such event, the Escrow shall be terminated and TOWNSHIP shall have no further right, title or interest in any sums remaining therein.

6. In the event all of the Improvements have not been completed by OWNER within the time periods set forth in the Improvement Agreement, or if sooner if the OWNER defaults under the Improvement Agreement and such default is not cured within thirty (30) days of written notice from the TOWNSHIP, the TOWNSHIP shall have the absolute and unconditional right to request of and receive from BANK such advances from the funds remaining in the Escrow as may be necessary to pay for the cost of completion of the Improvements in a diligent

and prompt manner, and OWNER shall have no right whatsoever to request of or receive from BANK any amounts or advances from the Escrow. The rights and authority granted to TOWNSHIP by OWNER herein shall be irrevocable and BANK shall not honor any attempt by OWNER to terminate or rescind such rights. Any request by TOWNSHIP to BANK pursuant to this provision shall be in writing, and shall be signed by any of the following officers or agents of TOWNSHIP: Mark Hudson, Township Manager or Susan Lawless, Chair of the Board of Supervisors.

7. Notwithstanding anything to the contrary herein contained, this Agreement is not to be construed to permit OWNER to place into Escrow any inspection or professional fees that may be charged to OWNER by TOWNSHIP. Professional fees and inspection fees are to be posted directly with TOWNSHIP in the manner customarily required of other developers constructing projects in TOWNSHIP.

8. The BANK agrees that it will, upon written request of the TOWNSHIP, certify to the TOWNSHIP, from time to time, the amount of funds remaining in the Escrow and available for distribution for the completion and maintenance of the Improvements. At all times that this Agreement is in full force and effect, OWNER acknowledges and agrees to maintain sufficient monies in the Escrow in accordance with the Improvements Agreement to ensure to the TOWNSHIP, in its sole, but reasonable judgment, that the amount remaining in the Escrow is sufficient for the TOWNSHIP to complete construction of the Improvements in the event of a default by OWNER. In the event the TOWNSHIP determines, in accordance with the Improvements Agreement and its sole, but reasonable judgment, that the amount in the Escrow is insufficient to complete the Improvements, OWNER shall, within five (5) days following receipt

of written notice from Township to OWNER, deposit sufficient monies to complete the Improvements.

9. The parties hereto agree that BANK shall not be liable for the performance of OWNER. The maintenance of the Escrow, and payment of the written authorizations of the TOWNSHIP, by BANK, as aforesaid, shall constitute full and complete performance by BANK of any and all obligations under this Agreement to OWNER and TOWNSHIP. Except for the maintenance of the Escrow, and payment of the written authorization of the TOWNSHIP as aforesaid, nothing herein contained shall be construed to impose any responsibility or liability or obligation on BANK for anything, including construction, maintenance or upkeep of the Improvements, not render BANK liable for the cost of the work done or to be done thereon. BANK shall be entitled to rely upon any written notice or other communication and the content thereof which it reasonably believes to be genuine and to have been executed or represented by the person or entity authorized to do so. BANK shall not be liable for any actions taken or omitted by it in good faith and believed by it to be authorized hereby or within the rights or powers conferred upon it hereunder. BANK may consult with or obtain advice of counsel, in the event of any bona fide questions as to any of the provisions hereto or its duties hereunder, and shall incur no liability in acting in good faith in accordance with the opinion and instructions of such counsel. Except for initial set-up fees and normal administration fees, OWNER shall indemnify and hold BANK harmless from and against any and all claims, damages, liabilities and actual, documented and out-of-pocket costs (including reasonable attorney's fees and court costs), arising from the Escrow or BANK'S performance of its duties hereunder, unless caused by BANK'S gross negligence or willful misconduct.

10. Nothing in this Agreement shall restrict the OWNER and BANK from agreeing on how the monies in the Escrow shall be invested from time to time, provided however, that the amount of monies in the Escrow shall always be sufficient to complete the Improvements as set forth in Paragraph 7 of this Agreement.

11. BANK shall be automatically released from liability to any and all parties under this Agreement upon the occurrence of any of the following events:

(a) Substitution for BANK of a similar agreement or other credit arrangement (including a Letter of Credit), acceptable to TOWNSHIP, of a lending institution other than BANK in an amount adequate to secure the performance of OWNER, as provide herein and under the Improvement Agreement; or

(b) The payment to the TOWNSHIP of the balance of the Escrow, which shall be no less than the original amount of the Escrow, less disbursements approved by the TOWNSHIP pursuant to the terms of this Agreement and the Improvement Agreement; or

(c) Completion of all the Improvements, and inspection and approval of such completion by the TOWNSHIP in accordance with the terms of the Improvement Agreement.

12. Upon the occurrence of any of the events set forth in the foregoing paragraph above, notwithstanding the fact that the BANK'S discharge shall be automatic and absolute, TOWNSHIP will, upon request by BANK, execute such document of release or discharge as BANK may reasonably require.

13. This Agreement shall bind the parties hereto and their successors and assigns.

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

15. This Agreement may be executed in several counterparts and all so executed shall constitute one Agreement, binding on all the parties hereto even though all the parties are not signatories to the original or same counterpart.

16. Except as otherwise provided within this Agreement, no party hereto may transfer or assign this Agreement without prior written consent of the other parties.

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

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

19. Any and all notices to be given or required to be given hereunder shall be in writing and shall be deemed to have been duly given when (i) personally delivered; (ii) sent by registered or certified mail return receipt requested; or (iii) by overnight delivery service which provides a written receipt evidencing delivery to the address set forth below. A copy of such notice shall also be sent by fax or email as follows:

To Hanover Township:

Attention of Mark L. Hudson, Township Manager  
Email: [mhudson@hanovertwp-nc.org](mailto:mhudson@hanovertwp-nc.org)  
Phone: (610)866-1140 x222

*and*

James L. Broughal, Esquire, Township Solicitor  
Email: [jimbroughal@broughal-devito.com](mailto:jimbroughal@broughal-devito.com)  
Phone: (610)865-3664

To Developer:

Attention of David M. Jaindl  
Email: david.jaindl@jaindl.com  
Fax: 610-395-8608

*and*

Attention of Adam Jaindl  
Email: adam.jaindl@jaindl.com  
Fax: 610-395-8608

With a copy to  
Attention of Wendy Nicolosi, Esquire  
Email: wendy.nicolosi@jaindl.com  
Fax: 610-395-8608

*and*

Attention of Erich J. Schock, Esquire  
Email: eschock@flblaw.com  
Fax: 610-797-6663

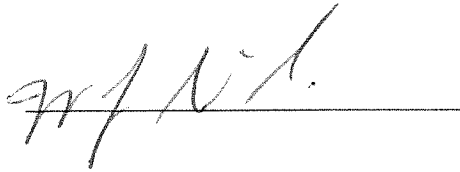
To Sageworth:

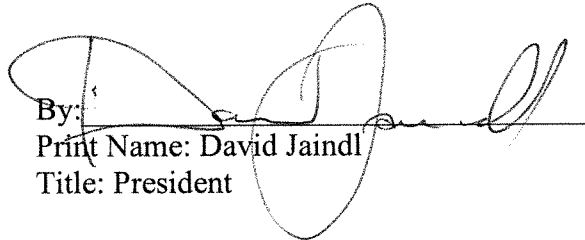
Attention of David K. Kruft, JD, CFP  
Email: dkruft@sageworth.com  
Fax: 717-735-8019

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

WITNESS:

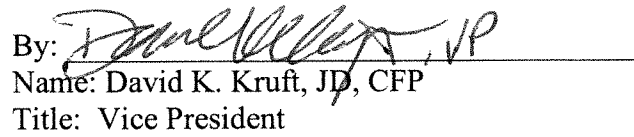
**OWNER: 90 HIGHLAND, LLC**

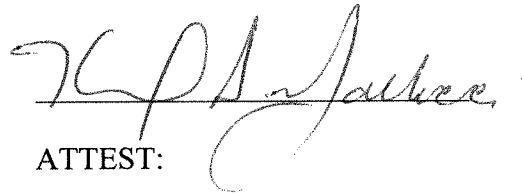


By:   
Print Name: David Jaindl  
Title: President

WITNESS:

**BANK: SAGEWORTH TRUST COMPANY**

By:   
Name: David K. Kruft, JD, CFP  
Title: Vice President

  
ATTEST:

**HANOVER TOWNSHIP,  
NORTHAMPTON COUNTY**

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**ORDINANCE NO. 25 - \_\_\_\_\_**

**AN ORDINANCE OF THE BOARD OF SUPERVISORS OF THE TOWNSHIP  
OF HANOVER, COUNTY OF NORTHAMPTON, COMMONWEALTH OF  
PENNSYLVANIA VACATING A PORTION OF ROSEWOOD DRIVE**

***WHEREAS***, The Board of Supervisors of Hanover Township, Northampton County, propose the vacation of a portion of Rosewood Drive more fully set forth in Exhibit “A” attached hereto (“Vacated Area”); and

***WHEREAS***, the Board of Supervisors of the Township of Hanover, Northampton County, Pennsylvania, after due investigation, have determined that it is no longer in the best interest of the Township for such Vacated Area to continue thus warranting the vacation of the Vacated Area.

**NOW, THEREFORE**, be it enacted and ordained by the Board of Supervisors of Hanover Township, Northampton County, Pennsylvania, and the same is hereby ordained an enacted as follows, to wit:

**SECTION 1.** The Board of Supervisors of Hanover Township, Northampton County, Pennsylvania (“Township”), under the powers vested in them by the “Second Class Township Code” as amended, as well as other laws of the Commonwealth of Pennsylvania, do hereby vacate the Vacated Area.

**SECTION 2.** That from the date of adoption of this Ordinance, the Township will no longer recognize the Vacated Area as previously evidenced on the Official Township Map.

**SECTION 3.** If any section, clause, provision or portion of this Ordinance or regulation incorporated herein shall be held to be invalid or unconstitutional by any court of competent jurisdiction, such decision shall not affect any other section, clause, provision or portion of this Ordinance or regulation.

**SECTION 4.** All Ordinances and parts of Ordinances inconsistent herewith be and the same are hereby repealed.

**ENACTED AND ORDAINED** at a regular meeting of the Board of Supervisors  
of the Township of Hanover, County of Northampton on this \_\_\_\_ day of  
\_\_\_\_\_, 2025.

ATTEST

HANOVER TOWNSHIP  
NORTHAMPTON COUNTY,  
PENNSYLVANIA

By: \_\_\_\_\_  
Kimberly Lymanstall, Secretary

By: \_\_\_\_\_  
Susan A. Lawless, Chair  
Board of Supervisors

**Martin, Bradbury & Griffith, Inc.**

LAND DEVELOPMENT CONSULTANTS – PLANNERS – LAND SURVEYORS

1201 WASHINGTON STREET – ALLENTOWN, PENNSYLVANIA 18102

PHONE (610) 437-6300

FAX (610) 437-1320

Email: mbg.mab@gmail.com

Ref: 3630

9/11/2025

**AREA OF VACATION**  
**ROSEWOOD DRIVE**  
**VAN DEN HEUVEL**  
**MINOR SUBDIVISION & LOT LINE ADJUSTMENT PLAN**  
**HANOVER TOWNSHIP**  
**NORTHAMPTON COUNTY, PENNSYLVANIA**

ALL THAT CERTAIN lot or piece of ground situate in the east side of Rosewood Drive, Hanover Township, Northampton County, Pennsylvania, based on a plan titled "van den Heuvel Minor Subdivision and Lot Line Adjustment Plan" prepared by Martin, Bradbury & Griffith, Inc. filed in the Northampton County Recorder of Deeds office in Map Book Page , bounded and described as follows to wit:

BEGINNING at a point, an iron pin set, on the east right-of-way line of Rosewood Drive (50.00 feet wide), said point being located South 00°43'03" West, 98.52 feet from an iron pin found at the northwest property corner of lands now or late of Jaap R. & Sonja A. van den Heuvel (2480 Rosewood Drive);

THENCE, along the east right-of-way line of Rosewood Drive (50.00 feet wide) South 00°43'03" West, 5.67 feet to a point, an iron pin found;

THENCE, along other lands now or late of Jaap R. & Sonja A. van den Heuvel South 88°15'38" West, 50.05 feet to a point, an iron pin set;

THENCE, along the west right-of-way line of Rosewood Drive (50.00 feet wide) North 00°43'03" East, 7.81 feet to a point, a concrete monument set;

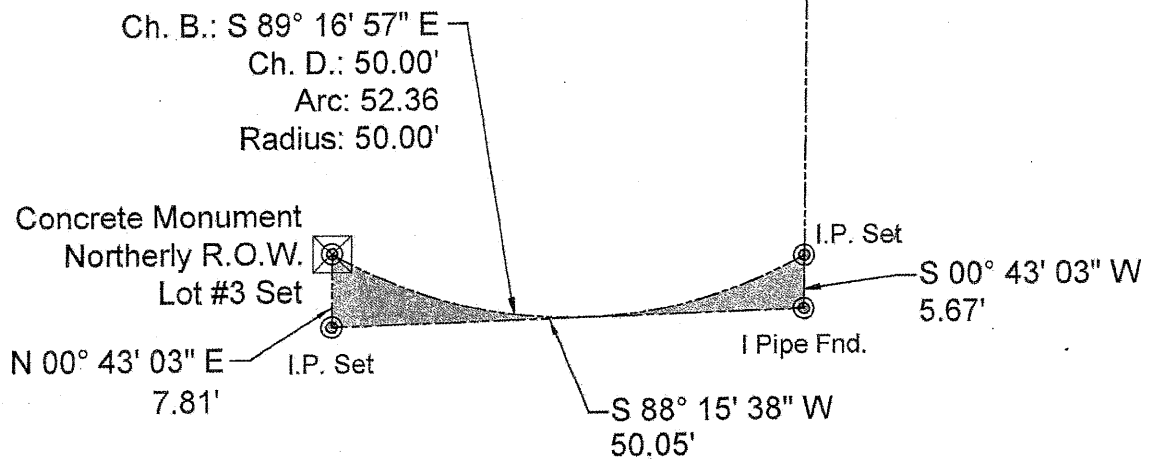
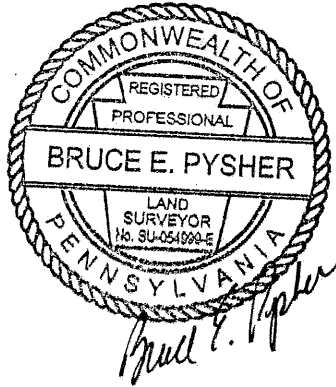
THENCE, along a curve to the left having a radius of 50.00 feet for an arc distance of 52.36 feet with a chord bearing South 89°16'57" East, 50.00 feet to the place of BEGINNING.

CONTAINING 110.61 SQ. FT.



Iron Pipe Found  
NW Property Corner of  
2480 Rosewood Drive

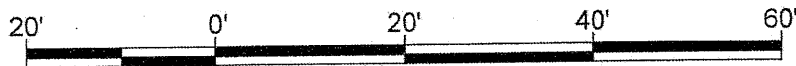
Point of  
Beginning



Proposed Area of Vacation

110.61 S.F.

Scale: 1" = 20'



Graphic Scale: 1" = 20'

Exhibit Plan

van den Heuvel  
Proposed Area of Vacation  
for Rosewood Drive

Hanover Township, Northampton County, Pennsylvania

**M**ARTIN  
**B**RADBURY &  
**G**RIFFITH, INC.

1201 Washington Street — Allentown, PA 18102

**L**AND DEVELOPMENT CONSULTANTS  
**L**AND SURVEYORS (610) 437-6300  
**P**LANNERS Fax (610) 437-1320  
Email: mbg.mab@gmail.com

Date	Scale	Drawn by	Plan Number	Sheet Number
9/11/25	1" = 20'	WJL	3630	1 of 1