

TOWNSHIP OF LOWER MACUNGIE
Lehigh County, Pennsylvania

RESOLUTION NO. 2023-12
(Duly Adopted February 16, 2023)

RESOLUTION AUTHORIZING AN AGREEMENT OF SALE
WITH THE PENNSYLVANIA TURNPIKE COMMISSION,
AND A TEMPORARY EASEMENT IN FAVOR OF THE
PENNSYLVANIA TURNPIKE COMMISSION, IN LIEU OF
CONDEMNATION, IN CONNECTION WITH THE
EXPANSION OF THE NORTHEAST EXTENSION OF THE
PENNSYLVANIA TURNPIKE

WHEREAS, on January 25, 2022, pursuant to the Pennsylvania First Class Township Code (53 P.S. § 56901, *et seq.*) and Eminent Domain Code (26 Pa.C.S. § 101, *et seq.*), the Township filed a Declaration of Taking in the Court of Common Pleas of Lehigh County, Pennsylvania, at Docket No. 2022-C-0174, pursuant to which the Township acquired the following properties for the establishment of public park land and open space:

- 2525 Lower Macungie Road, Emmaus, PA 18049, being Lehigh County tax parcel identification number 548449206770.
- 2700 Lower Macungie Road, Emmaus, PA 18049, being Lehigh County tax parcel identification number 548458530739.
- 2740 Lower Macungie Road, Emmaus, PA 18049, being Lehigh County tax parcel identification number 548467782380.
- 2250 Riverbend Road, Allentown, PA 18103, being Lehigh County tax parcel identification number 548459023659, and
- 2300 Riverbend Road, Allentown, PA 18103, being Lehigh County tax parcel identification number 548469002576.

(the foregoing properties are collectively referred to herein as the “Properties.”)

WHEREAS, the Pennsylvania Turnpike Commission (“PTC”) is in the process of widening and expanding the Northeast Extension of the Pennsylvania Turnpike (“Turnpike Expansion Project”) and has informed the Township that it must acquire certain portions of the Properties as required right-of-way, permanent easements, and temporary construction easement, for the Turnpike Expansion Project; and

WHEREAS, the portions of the Properties that the PTC must acquire as required right-of-way, permanent easements, and temporary construction easement for the Turnpike Expansion Project are depicted on certain plans provided by the PTC that are attached hereto as Exhibit "1" and incorporated herein by reference as if set forth at length; and

WHEREAS, the PTC is authorized by Pennsylvania law to acquire by purchase or condemnation property deemed necessary for the construction and operation of the Pennsylvania Turnpike; and

WHEREAS, in lieu of the time and expense of condemnation proceedings, the Township desires to sell to the PTC the portions of the Properties needed for required right-of-way and permanent easements, and to amicably provide to the PTC the temporary construction easement on the Properties, in exchange for a negotiated fair market value of said property interests; and

WHEREAS, an Agreement of Sale for the portions of the Properties that the PTC must acquire as required right-of-way and permanent easements for the Turnpike Expansion Project is attached hereto as Exhibit "2" and incorporated herein by reference as if set forth at length, which Agreement of Sale identifies the purchase price to be paid by the PTC to the Township in the amount of Six Hundred Fifteen Thousand, One Hundred Dollars and Zero Cents (\$615,100.00); and

WHEREAS, a Temporary Construction Easement for the Turnpike Expansion Project is attached hereto as Exhibit "3" and incorporated herein by reference as if set forth at length, which easement identifies the price to be paid by PTC to the Township for the easement in the amount of Six Thousand Dollars and Zero Cents (\$6,000.00); and

WHEREAS, after review by the Township staff and consultants, the Township finds the compensation offered by the PTC for the aforementioned interests in the Properties to be fair and reasonable, and consistent with the just compensation paid by the Township for the entirety of the Properties.

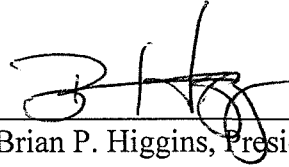
NOW, THEREFORE, BE IT ADOPTED AND RESOLVED by the Board of Commissioners of the Township of Lower Macungie, Lehigh County, Pennsylvania, as follows:

1. The Recitals set forth above and Exhibits attached hereto are incorporated herein by reference as if set forth in full.
2. In the interest of avoiding the unnecessary time and expense of condemnation proceedings by the PTC, the Agreement of Sale attached hereto as Exhibit "1" and the Temporary Construction Easement attached hereto as Exhibit "2" are hereby approved and may be executed by the Township Manager on behalf of the Township.
3. The Township Solicitor, Township Engineer, and Township Manager are authorized and directed to take all such action as may be necessary and appropriate to implement the actions authorized in this Resolution.
4. All resolutions or parts thereof inconsistent herewith are hereby repealed to the extent of any such inconsistency.

5. This Resolution shall become effective immediately upon adoption.

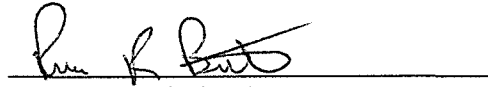
DULY ADOPTED this 16th day of February 2023, by the Board of Commissioners of Lower Macungie Township, in lawful session duly assembled.

LOWER MACUNGIE TOWNSHIP
BOARD OF COMMISSIONERS



Brian P. Higgins, President

Attest:



Bruce R. Beitel, Manager

EXHIBIT “1”

LEGEND

EXCEPTIONS/ADVERSES

NOTES:

- 1. THE TIES, BEARINGS, AND DISTANCES ON THE TAKING AREAS OF THE PLAN ARE IN GEOMETRIC AGREEMENT WITH THE PENNSYLVANIA TURNPIKE (CENTERLINE/ORIGINAL R/W BASELINE/SURVEY & R/W BASELINE) AND ARE NOT NECESSARILY IN THE SYSTEM OF ADJACENT RESIDUE DESCRIBED BY THE DEED CALLS.
2. THIS PROPERTY PLOT PLAN IS PLOTTED FROM DEED OF RECORDS IN THE COUNTY COURTHOUSE AND REFLECTS THE ACCURACY AND/OR INACCURACY OF THE DEED.
3. PRIVATE PROPERTY LINES ARE PLOTTED FROM DEED OF RECORD, RECORDED SUBDIVISION OR LOT PLANS, EXISTING TOPOGRAPHICAL FEATURES AND LIMITED FIELD DATA PRIVATE PROPERTY LINES WERE NOT SURVEYED BY THE PROFESSIONAL LAND SURVEYOR RESPONSIBLE FOR THE PROJECT.
4. THIS PROPERTY PLOT PLAN IS NOT TO BE SUBSTITUTED FOR A BOUNDARY SURVEY.
5. THE REQUIRED RIGHT-OF-WAY FOR THIS PROJECT SHALL BE ACQUIRED IN FEE SIMPLE UNLESS OTHERWISE NOTED. AREAS, IF ANY, DESIGNATED AS REQUIRED FOR OTHER THAN RIGHT-OF-WAY SHALL BE ACQUIRED IN SUCH ESTATE AS DESIGNATED.
6. LEHIGH COUNTY AUTHORITY (LCA) RIGHT-OF-WAY (EASEMENT) BASED ON INSTRUMENT 7191671 DATED MAY 27, 2004 AND RECORDED IN LEHIGH COUNTY RECORDER OF DEEDS OFFICE ON JUNE 18, 2004
7. DRAINAGE EASEMENT. AN EASEMENT FOR THE CONSTRUCTION, INSPECTION, MAINTENANCE, REPAIR, RECONSTRUCTION AND ALTERATION OF HIGHWAY DRAINAGE FACILITIES. THE EASEMENT SHALL NOT PREVENT THE PROPERTY OWNER FROM MAKING ANY LEGAL USE OF THE AREA WHICH IS NOT DETRIMENTAL TO THE NECESSARY FLOW OF WATER. HOWEVER, NO STRUCTURE OF ANY KIND MAY BE ERRECTED IN THE AREA, NOR MAY ANY PIPE OR DITCH BE CONNECTED TO THE DEPARTMENT'S PIPE OR DITCH WITHOUT ADVANCED WRITTEN APPROVAL BY THE DEPARTMENT OF TRANSPORTATION.
8. TEMPORARY CONSTRUCTION EASEMENT. AN AREA(S) REQUIRED UNTIL THE CONSTRUCTION OR WORK INDICATED BY THE PLAN IS COMPLETED, UNLESS SOONER REVERTED IN WRITING BY THE COMMISSION.
9. SEE DRAWING 2 OF 5 FOR REQUIRED RIGHT-OF-WAY (EASEMENT) FOR LEHIGH COUNTY AUTHORITY.
10. SEE DRAWINGS 2, 3 AND 4 OF 5 FOR AREA ENLARGEMENT.
11. SEE DRAWING 5 OF 5 FOR REQUIRED METES AND BOUNDS TABULATIONS.

SUMMARY OF PROPERTY PLOT DATA
TAX MAP PARCEL NO. DEED AREA LEGAL R/W AREA
TRACT 1* 548467782380 30 ACRES AND 76 PERCHES (30.475 AC)# 1.145 AC
TRACT 2* 548467782380 548458530739 548469002576 548459023659 548448864184 548448356522 548449206770 82.466 AC (CALCULATED) 6.264 AC
112.941 AC 7.409 AC

*TRACT 1 AND TRACT 2 BASED ON INSTRUMENT 2015034448 DATED OCTOBER 15, 2015 AND RECORDED IN LEHIGH COUNTY RECORDER OF DEEDS OFFICE ON OCTOBER 29, 2015. # INCLUDES 1.8047 AC CONVEYED UNTO KENNETH J.M. DORNEY AND VERA J. DORNEY, HUSBAND AND WIFE, AND LATER CONVEYED TO KENNETH J. DORNEY AND LINDA J. RUHE BY INSTRUMENT 2015034447.

EXCEPTIONS
PROPERTY OWNER INSTRUMENT TAX MAP PARCEL NO. EXCEPTION AREA
A KENNETH J. DORNEY AND LINDA J. RUHE 2022003354 548448356522 548448864184 9.944 AC (CALC)
B PENNSYLVANIA TURNPIKE COMMISSION --- --- 7.281 AC (CALC)
C KENNETH J. DORNEY AND LINDA J. RUHE 2022003354 548478021926 1.678 AC (CALC)
TOTAL 18.903 AC

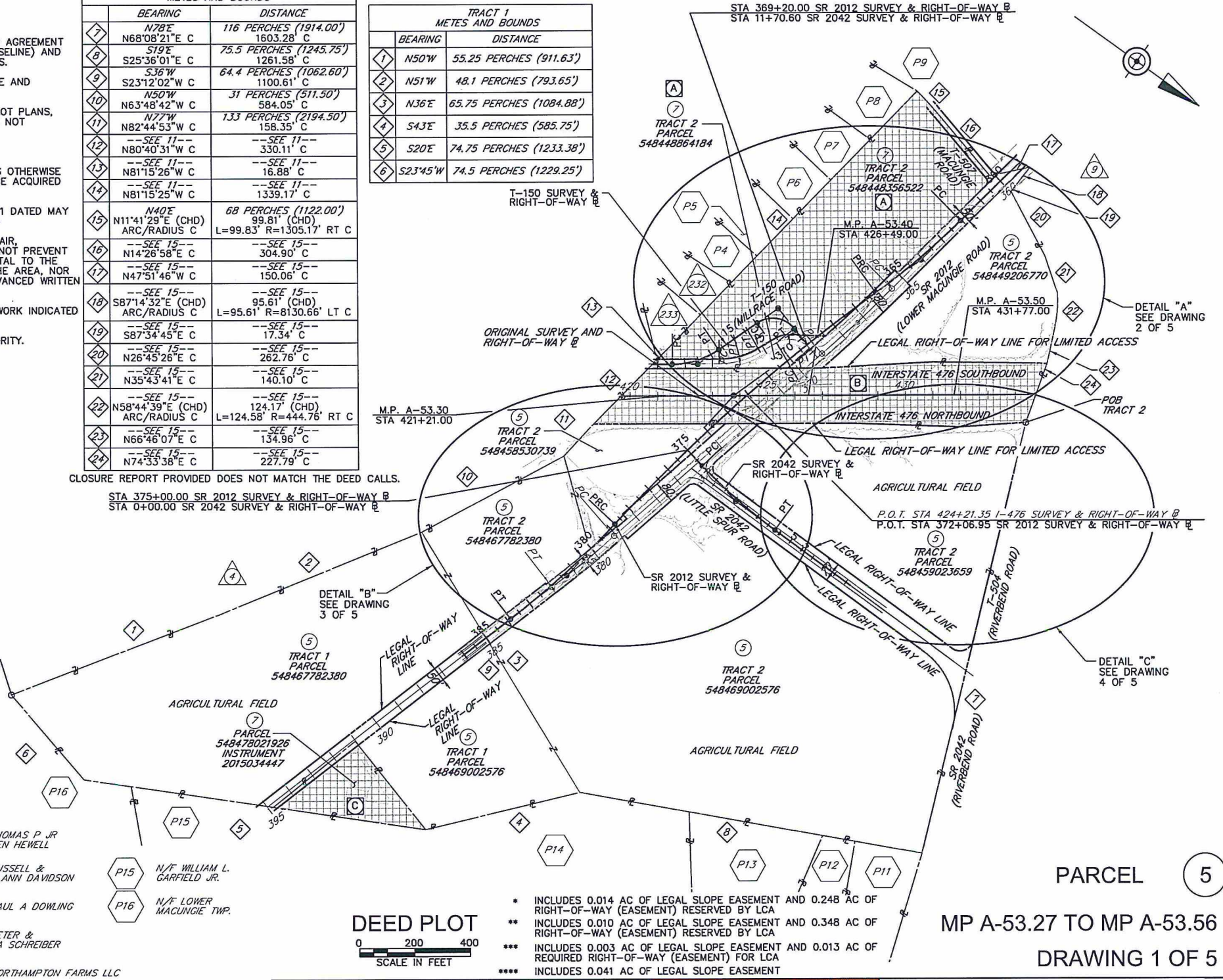
ADJACENT PROPERTY OWNERS

- LOWER MACUNGIE TOWNSHIP
TOWNSHIP OF LOWER MACUNGIE
THOMAS J & CATHERINE S CROYLE
EDWARD ALLEN SCHMOYER
P4 N/F JOEL A & DIANNE R VASQUEZ
P5 N/F CHRISTOPHER J & ANDREA TESSIER
P6 N/F JESSE FEINBERG
P7 N/F JONATHAN R & MEGAN E NOLTER
P8 N/F DAVID W & VIRGINIA A SANDOVAL
P9 N/F THOMAS P JR & HELEN HEWELL
P11 N/F RUSSELL & CHERYLANN DAVIDSON
P15 N/F WILLIAM L. GARFIELD JR.
P16 N/F LOWER MACUNGIE TWP.
P12 N/F PAUL A DOWLING
P13 N/F PETER & URSULA SCHREIBER
P14 N/F NORTHAMPTON FARMS LLC

TRACT 2 METES AND BOUNDS
BEARING DISTANCE
7 N78E 116 PERCHES (1914.00')
8 N68°08'21"E C 1603.28' C
9 S19E 75.5 PERCHES (1245.75')
10 S25°36'01"E C 1261.58' C
11 S36W 64.4 PERCHES (1062.60')
12 S23°12'02"W C 1100.61' C
13 N50W 31 PERCHES (511.50')
14 N63°48'42"W C 584.05' C
15 N77W 133 PERCHES (2194.50')
16 N82°44'53"W C 158.35' C
17 --SEE 11-- --SEE 11--
18 N80°40'31"W C 16.88' C
19 --SEE 11-- --SEE 11--
20 N81°15'26"W C 1339.17' C
21 N40E 68 PERCHES (1122.00')
22 N11°41'29"E (CHD) 99.81' (CHD)
23 ARC/RADIUS C L=99.83' R=1305.17' RT C
24 --SEE 15-- --SEE 15--
25 N14°26'58"E C 304.90' C
26 --SEE 15-- --SEE 15--
27 N47°51'46"W C 150.06' C
28 --SEE 15-- --SEE 15--
29 S87°14'32"E (CHD) 95.61' (CHD)
30 ARC/RADIUS C L=95.61' R=8130.66' LT C
31 --SEE 15-- --SEE 15--
32 S87°34'45"E C 17.34' C
33 --SEE 15-- --SEE 15--
34 N26°45'26"E C 262.76' C
35 --SEE 15-- --SEE 15--
36 N35°43'41"E C 140.10' C
37 --SEE 15-- --SEE 15--
38 N58°44'39"E (CHD) 124.17' (CHD)
39 ARC/RADIUS C L=124.58' R=444.76' RT C
40 --SEE 15-- --SEE 15--
41 N66°46'07"E C 134.96' C
42 --SEE 15-- --SEE 15--
43 N74°33'38"E C 227.79' C

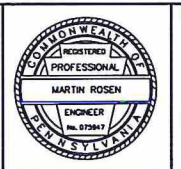
TRACT 1 METES AND BOUNDS
BEARING DISTANCE
1 N50W 55.25 PERCHES (911.63')
2 N51W 48.1 PERCHES (793.65')
3 N36E 65.75 PERCHES (1084.88')
4 S43E 35.5 PERCHES (585.75')
5 S20E 74.75 PERCHES (1233.38')
6 S23°45'W 74.5 PERCHES (1229.25')

CLOSURE REPORT PROVIDED DOES NOT MATCH THE DEED CALLS.
STA 375+00.00 SR 2012 SURVEY & RIGHT-OF-WAY B
STA 0+00.00 SR 2042 SURVEY & RIGHT-OF-WAY B



- * INCLUDES 0.014 AC OF LEGAL SLOPE EASEMENT AND 0.248 AC OF RIGHT-OF-WAY (EASEMENT) RESERVED BY LCA
** INCLUDES 0.010 AC OF LEGAL SLOPE EASEMENT AND 0.348 AC OF RIGHT-OF-WAY (EASEMENT) RESERVED BY LCA
*** INCLUDES 0.003 AC OF LEGAL SLOPE EASEMENT AND 0.013 AC OF REQUIRED RIGHT-OF-WAY (EASEMENT) FOR LCA
**** INCLUDES 0.041 AC OF LEGAL SLOPE EASEMENT

PARCEL 5
MP A-53.27 TO MP A-53.56
DRAWING 1 OF 5



PREPARED BY:
TRAFFIC PLANNING AND DESIGN, INC.
2500 E HIGH STREET
POTTSTOWN, PA 19464
PREPARED FOR:
THE PENNSYLVANIA TURNPIKE COMMISSION



WBS ELEMENT NUMBER
A-053.007001-4-08
NETWORK NUMBER: 6011722
FILE NAME: RWpl07-01.dgn
DRAWING TYPE: 3R
STRUCTURE NUMBER: NB-336
SCALE: AS NOTED

Table with 2 columns: INSTRUMENTS, DEED AREA.
INSTRUMENTS: 2022003354
DEED AREA:
CALCULATED AREA: 112.941 AC
EXCEPTION/ADVERSE AREA: 18.903 AC
LEGAL RW AREA: 7.409 AC
EFFECTIVE AREA: 86.629 AC
TOTAL REQ'D RW AREA: 9.098 AC
TOTAL RESIDUE AREA: 77.531 AC
RESIDUE LT AREA: 6.119 AC
RESIDUE RT AREA: 71.412 AC

Table with 2 columns: REQ'D R/W FOR LIMITED ACCESS, REQ'D R/W FOR TWP. ROAD/S.R., REQ'D TEMP. CONST. EASEMENT, REQ'D DRAINAGE EASEMENT, REQ'D SLOPE EASEMENT, REQ'D R/W (EASEMENT) FOR LCA.
REQ'D R/W FOR LIMITED ACCESS: 7.158 AC
REQ'D R/W FOR TWP. ROAD/S.R.: 1.940 AC
REQ'D TEMP. CONST. EASEMENT: 0.451 AC
REQ'D DRAINAGE EASEMENT: 0.240 AC
REQ'D SLOPE EASEMENT: 0.053 AC
REQ'D R/W (EASEMENT) FOR LCA: 0.324 AC

PTC PROPERTY PLOT PLAN
PLAN NO.: RW 8268-B
PROPERTY OWNER(S): LOWER MACUNGIE TOWNSHIP
GRANTOR(S): SEE SUMMARY OF PROPERTY INTEREST
TOWNSHIP / BOROUGH: LOWER MACUNGIE
COUNTY: LEHIGH
DISTRICT: 5
DRAWING: 1 OF 5
SHEET: OF

NOTES:

- SEE DRAWING 1 OF 5 FOR NOTES.
- SEE DRAWING 1 OF 5 FOR PLOT AREA.
- SEE DRAWING 5 OF 5 FOR REQUIRED METES AND BOUNDS TABULATIONS.
- BUILDINGS AND STRUCTURES MARKED [C] HAVE BEEN OR ARE TO BE REMOVED OR ALTERED BY THE COMMISSION OR OTHER AUTHORITY RESPONSIBLE FOR THE PAYMENT OF PROPERTY DAMAGES.
- REQUIRED RIGHT-OF-WAY EASEMENT FOR LEHIGH COUNTY AUTHORITY, IN ACCORDANCE WITH THE ACT OF JUNE 1, 1945, P.L. 1242, SECTION 412, AS AMENDED.

WITH THE RIGHT FOR THE UTILITY, ITS SUCCESSORS AND ASSIGNS, A PERMANENT VARIABLE WIDTH EASEMENT, AS DESCRIBED ON DRAWING 5, TOGETHER WITH THE RIGHT TO OCCUPY SUCH AREA AS MAY BE NECESSARY TO CONSTRUCT A TYPE OF LINE AND ALL NECESSARY APPURTENANCES THERETO, WITH THE RIGHT OF INGRESS AND EGRESS FROM S.R. 2012, ITS SUCCESSORS, LESSEES AND ASSIGNS, FOR THE PURPOSE OF CONSTRUCTION, RECONSTRUCTING, RENEWING, REPAIRING, REPLACING, RELOCATING, PARALLELING, RENOVATING AND MAINTAINING SAID TYPE OF LINE AND APPURTENANCES OR ANY PARTS THEREOF, ACROSS, THROUGH, AND UNDER LAND TO BE CONVEYED BY THE PROPERTY OWNER WITH THE RIGHT FROM TIME TO TIME, AND AT ANY TIME, TO CUT DOWN, TRIM, REMOVE AND KEEP CUT ALL TREES AND BRUSH UPON SAID EASEMENT.

PROPERTY OWNER RESERVES THE USE AND ENJOYMENT OF THE PREMISES EXCEPT FOR THE EASEMENT HEREIN GRANTED AND EXCEPT THAT NO BUILDINGS OR STRUCTURES OF ANY KIND SHALL BE PLACED OR ERRECTED BY THE PROPERTY OWNER WITHIN 25 FEET OF ANY TYPE OF LINE LAID HEREUNDER.

UTILITY AGREES TO PAY ANY DAMAGES TO CROPS, TREES, AND FENCES CAUSED BY LAYING, MAINTAINING, REPLACING, AND REMOVING SAID TYPE OF LINES; AND IN THE EVENT THAT SUCH DAMAGES ARE NOT MUTUALLY AGREED UPON, THE SAME SHALL BE DETERMINED BY THREE DISINTERESTED PERSONS, ONE APPOINTED BY THE PROPERTY OWNER, ONE BY THE UTILITY, AND THE THIRD BY THE TWO SO APPOINTED, AND THE AWARD OF SUCH THREE PERSONS SHALL BE CONCLUSIVE.

THE FUTURE EASEMENT INTEREST SHALL VEST IN THE SAID COMPANY IF AND WHEN THE HIGHWAY RIGHT-OF-WAY IS VACATED.

SR 2012 SURVEY & RIGHT-OF-WAY @
 PI STA = 367+27.44
 D = 0°59'59.95"
 T = 172.97'
 L = 345.83'
 R = 5729.65'
 E = 2.61'
 SE = NC
 PC STA = 365+54.47
 PT STA = 369+00.30

SR 2012 SURVEY & RIGHT-OF-WAY @
 PI STA = 364+06.34
 D = 8°45'05" RT
 T = 202.77'
 L = 404.76'
 R = 2650.00'
 E = 7.75'
 SE = NC
 PC STA = 362+03.57
 PRC STA = 366+08.33

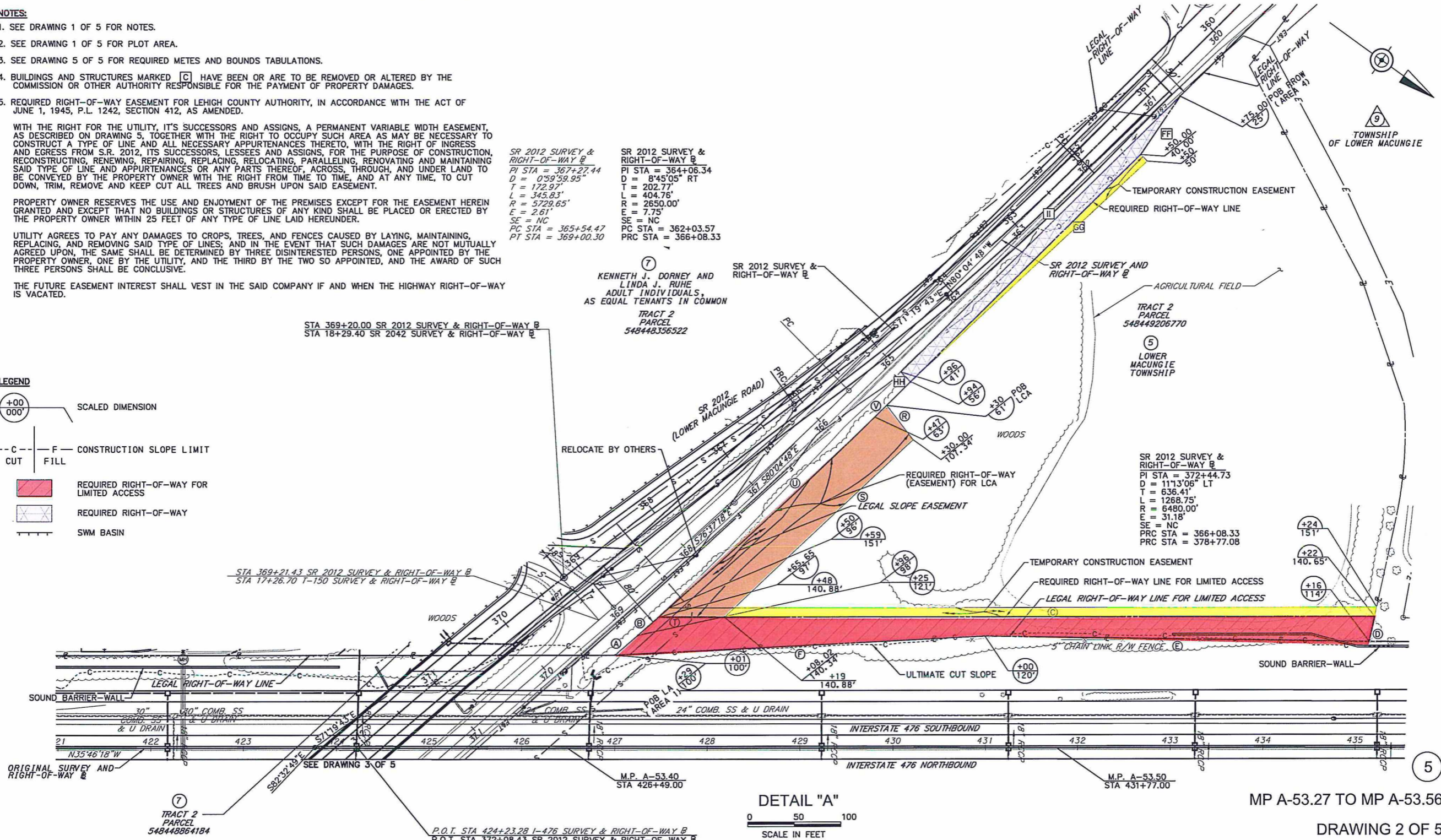
7
 KENNETH J. DORNEY AND
 LINDA J. RUHE
 ADULT INDIVIDUALS,
 AS EQUAL TENANTS IN COMMON
 TRACT 2
 PARCEL
 548448356522

TRACT 2
 PARCEL
 548449206770
 5
 LOWER
 MACUNGIE
 TOWNSHIP

SR 2012 SURVEY & RIGHT-OF-WAY @
 PI STA = 372+44.73
 D = 11°13'06" LT
 T = 636.41'
 L = 1268.75'
 R = 6480.00'
 E = 31.18'
 SE = NC
 PRC STA = 366+08.33
 PRC STA = 378+77.08

LEGEND

- +00 / 000' SCALED DIMENSION
- - C - - F CONSTRUCTION SLOPE LIMIT CUT FILL
- [Red Hatched Box] REQUIRED RIGHT-OF-WAY FOR LIMITED ACCESS
- [Blue Hatched Box] REQUIRED RIGHT-OF-WAY
- [Dashed Line] SWM BASIN

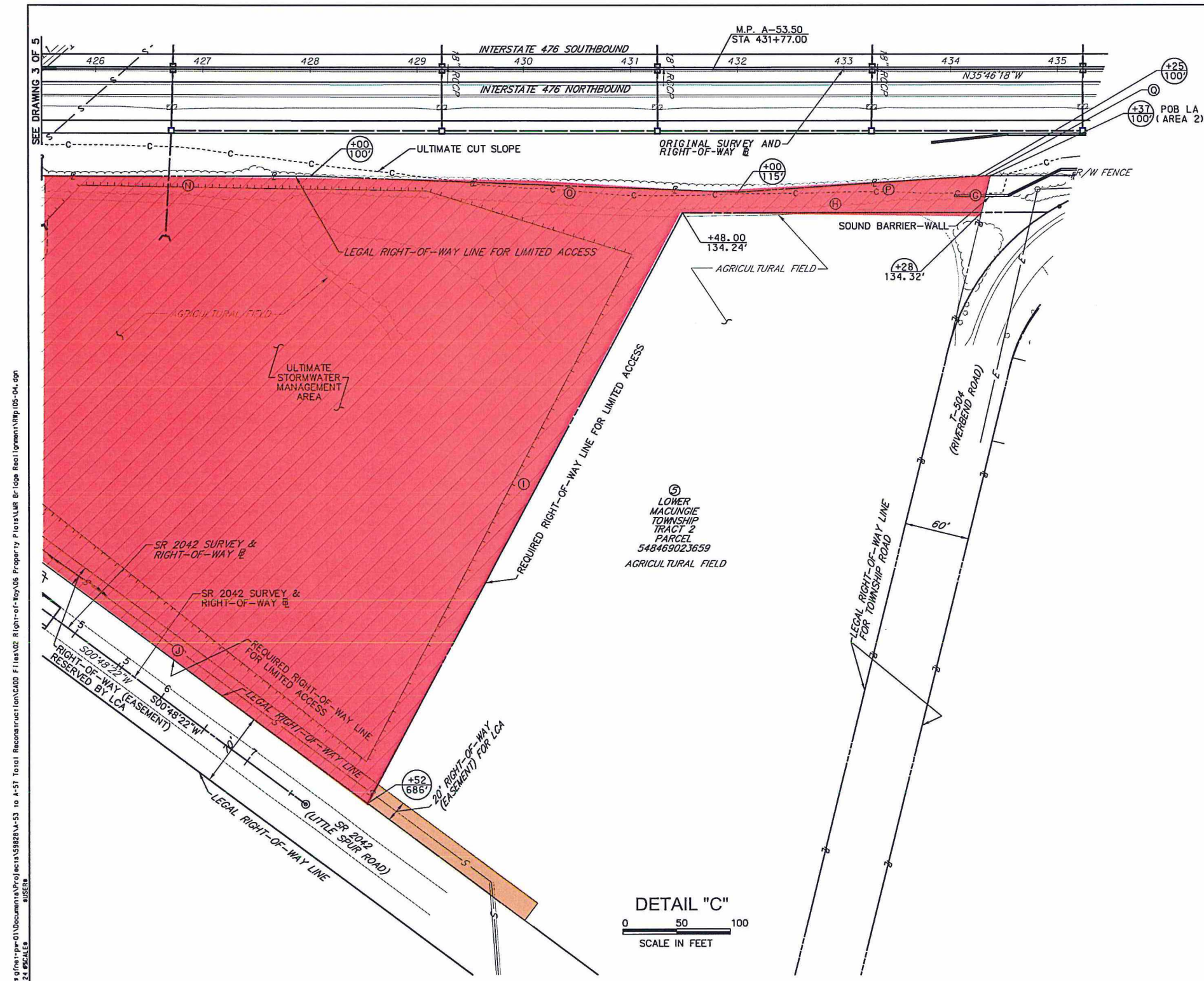


DETAIL "A"
 SCALE IN FEET
 0 50 100

MP A-53.27 TO MP A-53.56
DRAWING 2 OF 5

FILE: p:\1\of\1-pk\ben\1ey.com\g\1\1-pk\01\Documents\Proj\ecis\58282\A-53 to A-57 Total Reconstruction\CADD Files\A05 Right-of-Way\06 Property Plots\1005-02.dgn
 DATE: 10/27/2022 8:11:06 AM
 USER: BUSEBA

		PREPARED BY: TRAFFIC PLANNING AND DESIGN, INC. 2500 E HIGH STREET POTTSTOWN, PA 19464		WBS NO. A-053.00T001-4-08	ROADWAY AND BRIDGE RECONSTRUCTION FROM MP A53 TO A57	PTC PROPERTY PLOT PLAN	
		PREPARED FOR: THE PENNSYLVANIA TURNPIKE COMMISSION		NETWORK NUMBER: 6011722 FILE NAME: RWpl05-02.dgn DRAWING TYPE: 3R STRUCTURE NUMBER: NB-336 SCALE: AS NOTED		DISTRICT: 05 COUNTY: LEHIGH TOWNSHIP / BOROUGH: LOWER MACUNGIE	PLAN NO.: R/W 8268-B PROPERTY OWNER(S): LOWER MACUNGIE TOWNSHIP GRANTOR(S): SEE SUMMARY OF PROPERTY INTEREST ON DRAWING 1 DRAWING: 2 OF 5 SHEET: OF



NOTES:

1. SEE DRAWING 1 OF 5 FOR NOTES.
2. SEE DRAWING 1 OF 5 FOR PLOT AREA.
3. SEE DRAWING 5 OF 5 FOR REQUIRED METES AND BOUNDS TABULATIONS.
4. BUILDINGS AND STRUCTURES MARKED [C] HAVE BEEN OR ARE TO BE REMOVED OR ALTERED BY THE COMMISSION OR OTHER AUTHORITY RESPONSIBLE FOR THE PAYMENT OF PROPERTY DAMAGES.

LEGEND

- SCALED DIMENSION
- CONSTRUCTION SLOPE LIMIT CUT FILL
- REQUIRED RIGHT-OF-WAY FOR LIMITED ACCESS
- REQUIRED RIGHT-OF-WAY
- SWM BASIN

5

MP A-53.27 TO MP A-53.56
DRAWING 4 OF 5

FILE: p:\1\105\p105-04.dgn DATE: 10/27/2022 4:18:58 PM USER: MUSEBA

		PREPARED BY: TRAFFIC PLANNING AND DESIGN, INC. 2500 E HIGH STREET POTTSTOWN, PA 19464 PREPARED FOR: THE PENNSYLVANIA TURNPIKE COMMISSION		WBS NO. A-053.00T001-4-08 NETWORK NUMBER: 6011722 FILE NAME: RWpl05-04.dgn DRAWING TYPE: 3R STRUCTURE NUMBER: NB-336 SCALE: AS NOTED	ROADWAY AND BRIDGE RECONSTRUCTION FROM MP A53 TO A57	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="2">PTC PROPERTY PLOT PLAN</th> </tr> <tr> <td>PLAN NO.: RW 8268-B</td> <td>GRANTOR(S):</td> </tr> <tr> <td>PROPERTY OWNER(S):</td> <td>SEE SUMMARY OF PROPERTY INTEREST</td> </tr> <tr> <td>LOWER MACUNGIE TOWNSHIP</td> <td>ON DRAWING 1</td> </tr> <tr> <td>DRAWING: 4 OF 5</td> <td>SHEET: OF</td> </tr> </table>	PTC PROPERTY PLOT PLAN		PLAN NO.: RW 8268-B	GRANTOR(S):	PROPERTY OWNER(S):	SEE SUMMARY OF PROPERTY INTEREST	LOWER MACUNGIE TOWNSHIP	ON DRAWING 1	DRAWING: 4 OF 5	SHEET: OF
PTC PROPERTY PLOT PLAN																
PLAN NO.: RW 8268-B	GRANTOR(S):															
PROPERTY OWNER(S):	SEE SUMMARY OF PROPERTY INTEREST															
LOWER MACUNGIE TOWNSHIP	ON DRAWING 1															
DRAWING: 4 OF 5	SHEET: OF															
				DISTRICT: 05	COUNTY: LEHIGH											
				TOWNSHIP / BOROUGH: LOWER MACUNGIE												

NOTES:

1. SEE DRAWING 1 OF 5 FOR NOTES.
2. SEE DRAWING 1 OF 5 FOR PLOT AREA.

REQUIRED RIGHT-OF-WAY FOR LIMITED ACCESS (AREA 1) STA. 427+01 TO STA. 435+22 LT.		
SIDE	BEARING	LENGTH, FT.
A	N76°37'18"W	32.51'
B	N76°46'12"W (CHD) ARC/RADIUS	29.85' (CHD) L=29.85' R=5769.65' LT
C	N35°45'18"W	774.25'
D	N66°46'07"E	27.71'
E	S34°53'25"E	415.97'
F	S38°38'03"E	399.93'
AREA = 0.491 ACRE*		

* INCLUDES 0.014 ACRES OF LEGAL SLOPE EASEMENT.

REQUIRED RIGHT-OF-WAY FOR LIMITED ACCESS (AREA 2) STA. 423+16.95 TO STA. 434+37 RT.		
SIDE	BEARING	LENGTH, FT.
G	N68°08'21"E	35.36'
H	S35°45'18"E	280.26'
I	N82°23'44"E	626.36'
J	S00°48'22"W	511.50'
K	N85°27'24"W	4.19'
L	S13°16'41"W	194.28'
M	N76°37'18"W	201.32'
N	N35°46'18"W	330.76'
O	N33°37'27"W	400.28'
P	N39°35'09"W	225.50'
Q	N35°46'18"W	11.77'
AREA = 6.667 ACRES*		

* INCLUDES 0.248 ACRES OF RIGHT-OF-WAY (EASEMENT) RESERVED BY LCA.

REQUIRED RIGHT-OF-WAY (EASEMENT) FOR LCA STA. 365+30 TO STA. 368+66 LT.		
SIDE	BEARING	LENGTH, FT.
R	N16°58'38"E	46.80'
S	S78°59'02"E	279.31'
T	S35°45'18"E	71.40'
U	N78°29'56"W (CHD) ARC/RADIUS	318.36' (CHD) L=318.40' R=5769.65' LT
V	N80°04'48"W	17.86'
AREA = 0.324 ACRE*		

* INCLUDES 0.041 ACRES OF LEGAL SLOPE EASEMENT.

REQUIRED DRAINAGE EASEMENT (AREA 1) STA. 375+83 TO STA. 376+51 LT.		
SIDE	BEARING	LENGTH, FT.
A	S13°58'33"W	25.00'
B	N76°37'18"W	59.03'
C	N03°55'06"W	26.18'
D	S76°37'18"E	67.08'
AREA = 0.036 ACRES		

REQUIRED DRAINAGE EASEMENT (AREA 2) STA. 376+10 TO STA. 376+54 RT.		
SIDE	BEARING	LENGTH, FT.
E	S05°16'49"W	222.94'
F	N35°46'18"W	69.00'
G	N05°30'48"E	172.39'
H	S82°48'51"E	44.64'
AREA = 0.204 ACRES		

REQUIRED RIGHT-OF-WAY (AREA 1) STA. 373+32 TO STA. 384+75.00 RT.		
SIDE	BEARING	LENGTH, FT.
I	S16°43'39"W	25.00'
J	N75°16'42"W	370.27'
K	N85°46'57"W	297.66'
L	N82°48'51"W	348.28'
M	N35°46'18"W	169.46'
N	S76°37'18"E	498.86'
O	N13°22'42"E	23.50'
P	S76°37'18"E	45.00'
Q	S13°22'42"W	3.50'
R	S76°37'18"E	30.13'
S	S74°56'49"E (CHD) ARC/RADIUS	291.07' (CHD) L=291.11' R=4980.00' RT
T	S73°16'21"E	10.92'
U	S16°43'39"W	5.00'
V	S73°16'21"E	264.83'
AREA = 1.631 ACRES*		

* INCLUDES 0.274 ACRES OF RIGHT-OF-WAY (EASEMENT) RESERVED BY LCA.

REQUIRED RIGHT-OF-WAY (AREA 2) STA. 0+95 TO STA. 3+00.00 RT.		
SIDE	BEARING	LENGTH, FT.
W	S85°27'24"E	5.66'
X	S03°55'06"E	216.35'
Y	N37°54'28"W (CHD) ARC/RADIUS	37.53' (CHD) L=40.54' R=30.00' RT
Z	N00°48'22"E	186.70'
AREA = 0.068 ACRE		

REQUIRED RIGHT-OF-WAY (AREA 3) STA. 1+02 TO STA. 3+00.00 LT.		
SIDE	BEARING	LENGTH, FT.
AA	S00°48'22"W	162.28'
BB	S52°05'32"W (CHD) ARC/RADIUS	46.82' (CHD) L=53.71' R=30.00' RT
CC	N76°37'18"W	9.84'
DD	N13°16'41"E	194.28'
EE	S85°27'24"E	4.19'
AREA = 0.108 ACRE*		

* INCLUDES 0.074 ACRE OF RIGHT-OF-WAY (EASEMENT) RESERVED BY LCA.

REQUIRED RIGHT-OF-WAY (AREA 4) STA. 360+75.00 TO STA. 364+96.04 LT.		
SIDE	BEARING	LENGTH, FT.
FF	N88°36'37"E	76.49'
GG	S80°04'48"E	350.00'
HH	S9°55'12"W	15.00'
II	N80°04'48"W	425.00'
AREA = 0.133 ACRE		

FILE: P:\GIS\Info-pk-bentley.com\ofinet-pa-01\Documents\Projects\58828\A-53 to A-57 Total Reconstruction\CADD Files\A52 Right-of-Way\06 Property Plots\LMR Bridge Realignment\RP105-05.dgn
DATE: 10/27/2022 8:10:06 AM BY: 151.16.00.CALEA

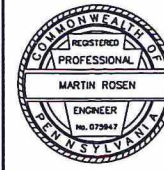


	PREPARED BY: TRAFFIC PLANNING AND DESIGN, INC. 2500 E HIGH STREET POTTSTOWN, PA 19464		WBS NO. A-053.00T001-4-08	ROADWAY AND BRIDGE RECONSTRUCTION FROM MP A53 TO A57	PTC PROPERTY PLOT PLAN	
					PREPARED FOR: THE PENNSYLVANIA TURNPIKE COMMISSION	NETWORK NUMBER: 6011722 FILE NAME: RWp105-05.dgn DRAWING TYPE: 3R STRUCTURE NUMBER: NB-336 SCALE: AS NOTED
			DISTRICT: 05 COUNTY: LEHIGH TOWNSHIP / BOROUGH: LOWER MACUNGIE			

EXHIBIT “2”



AGREEMENT OF SALE
(Partial Take: Fee Simple Conveyance)

MADE THIS _____ day of _____, 2023, by and between Lower Macungie Township (Sellers);

AND

PENNSYLVANIA TURNPIKE COMMISSION, an instrumentality of the Commonwealth of Pennsylvania, of P.O. Box 67676, Harrisburg, Pennsylvania 17106-7676 (Buyer).

WHEREAS, the Buyer is authorized and empowered by Section 6 of the Act of May 21, 1937, P.L. 774, No. 211, as amended, to acquire by purchase or condemnation any lands, rights, easements, franchises and other property deemed necessary or convenient for the construction or efficient operation of the Turnpike; and

WHEREAS, in lieu of condemnation, the Sellers have agreed to sell the needed property to the Buyer;

NOW THEREFORE, in consideration of One Dollar and 00/100 (\$1.00) in hand paid and the mutual promises contained herein, the parties agree as follows:

1) Sellers will sell and the Buyer will purchase the property situate in Lower Macungie Township, Lehigh County, Pennsylvania; being part of the property at Tax Parcel No. 548449206770-1, 548458530739-1, 548467782380-1, 548469002576-1 & 548459023659-1 conveyed to the Sellers by Declaration of Taking and recorded in the Lehigh County Recorder of Deeds office in Instrument No. 2022003354. The property purchased is more particularly described on Buyer's Property Plot Plan identified as R/W No. 8268-B, dated October 28, 2022, and attached hereto as Exhibit "A", and includes the following areas: 7.158 Acres of Required Right-of-Way for Limited Access, 1.940 Acres of Required Right-of-Way for SR 2012 & SR 2042, 0.240 Acres of Required Drainage Easement and 0.324 Acres of Required Easement for LCA

2) The sale price, which in the event of a partial take includes damages, if any, to the remainder, shall be Six Hundred Fifteen Thousand One Hundred Dollars (\$615,100.00) payable upon execution and delivery of the Deed and Release, if necessary, and in no event later than ninety (90) days from the date of this Agreement, except for cause shown.

3) Sellers agree to convey the property free and clear of all liens, encumbrances, and leases or agreements, which the Sellers have the right to terminate or remove. Further, Sellers will convey good and marketable title, as determined by the Buyer's counsel or settlement agent, and will generally warrant the interest to be conveyed.

4) If applicable, Sellers will assign to the Buyer all of Sellers' right, title, and interest in those leases, agreements, and other encumbrances, which cannot be terminated or removed.

5) All expenses for the examination of the title and for the preparation and recording of the Deed and any transfer taxes shall be paid by the Buyer. The parties hereby agree that, at closing, county and local real estate taxes will be pro rated based upon the calendar year; school real estate tax will be pro rated based upon a fiscal year.

6) Sellers agree that with the execution of this Agreement the Buyer, its agents, and contractors shall have the right to enter said property to make studies, tests, soundings, surveys, and in general do any other work necessary for the purpose for which this acquisition is made. However, Buyer agrees that its agents and contractors will not enter the dwelling prior to Sellers' vacation of the same.

7) Sellers, upon closing, do remise, release, quitclaim, and discharge forever the Buyer, its successors and assigns, or its employees or representatives of and from all suits, damages, claims, demands, actions and causes of action which the Sellers might have been entitled to assert for or on account of Buyer's acquisition of the Sellers' property under the Pennsylvania Eminent Domain Code incidental to or consequential upon the construction, operation, and maintenance of the Buyer's roadway, except damages, if any, under 26 Pa.C.S. §710.

8) This Agreement shall be binding upon the heirs, executors, administrators, successors, or assigns of the respective parties hereto.

INTENDING TO BE LEGALLY BOUND, THE PARTIES HERETO EXECUTE THIS AGREEMENT ON THE DATE ABOVE WRITTEN.

CORPORATE SIGNATURE:
Lower Macungie Township

ATTEST:

By: _____
Name:
Title:

By: _____
Name:
Title:

ATTEST:

PENNSYLVANIA TURNPIKE COMMISSION

Ann Louise Edwards
Assistant Secretary-Treasurer

By: _____
Wadud Ahmad
Chair

APPROVED AS TO FORM AND LEGALITY: _____

EXHIBIT “3”



**PENNSYLVANIA TURNPIKE COMMISSION
TEMPORARY CONSTRUCTION EASEMENT**

WBS Element No.: T-053.00T001-4-08
County: Lehigh
Municipality: Lower Macungie Township
Parcel No.: 5
R/W No.: 8268-B
Claimant(S): Lower Macungie Township

KNOW ALL BY THESE PRESENTS, that Lower Macungie Township, (hereinafter, whether singular or plural, referred to as Grantor”), owner of certain lands situated in Lower Macungie Township, Lehigh County, Pennsylvania, designated on Pennsylvania Turnpike Commission Right-of-Way Plan numbered 8268-B, dated October 28, 2022 (See attached Exhibit “A”).

Grantor does hereby grant to the Pennsylvania Turnpike Commission (hereinafter referred to as “Commission”), and its engineers, employees, contractors, and agents the right to enter upon said land and do such work as necessary and required by the Commission together with the right, liberty and privileges of ingress, egress and regress over, in and upon said land with its vehicles, machinery, tools and mechanical devises for the purpose of construction operations required for construction of the MP 53-57 Lower Macungie Road Bridge Project (hereinafter the “Project”) and its requirements.

It is further understood and agreed that the Commission and its contractors engaged in the construction of the Project shall save the Grantor harmless from any and all liability for any loss, injury or damage to persons or property that may be sustained by reason of the occupancy of said land and the construction of the Project by the said Commission and its contractors.

NOW THEREFORE, in consideration of the sum of Six Thousand Dollars, (\$6,000.00), the Grantor grants the Commission a temporary easement for the purpose of undertaking the above construction or improvements.

It is further agreed that the Commission and its contractors will restore the proper grade to the said land, re-seed grass in affected area, and restore the said area upon completion of the project.

The temporary easement for construction shall endure for a period of 2 years to commence on the date that the Commission’s contractor enters the temporary construction easement area to begin work. The temporary construction easement area is 0.451 acre(s).

This shall be considered a total release for all damages and claims against the Commission as a result of the granting of the Temporary Construction Easement designated at Parcel No. 5 on the site plan to the Commission.

INTENDING TO BE LEGALLY BOUND THIS _____ DAY OF _____, 2023.

CORPORATE SIGNATURE:
Lower Macungie Township

ATTEST:

By: _____
Name:
Title:

By: _____
Name:
Title:

ATTEST:

PENNSYLVANIA TURNPIKE COMMISSION

Ann Louise Edwards
Assistant Secretary-Treasurer

Wadud Ahmad
Chair

Approved as to form and legality: _____