

TOWNSHIP OF LOWER MACUNGIE
Lehigh County, Pennsylvania

RESOLUTION NO. 2023-22
(Duly Adopted April 6, 2023)

**RESOLUTION ACCEPTING DEDICATION OF A SANITARY
SEWER AND GENERAL PUBLIC TRAIL ACCESS
EASEMENT FROM DAVID M. JAINDL ON LOT 3 OF THE
SPRING CREEK PROPERTIES SETTLEMENT SUBDIVISION**

WHEREAS, on January 3, 2022 the Board of Commissioners of the Township of Lower Macungie adopted Resolution 2022-01, granting Jaindl Land Company preliminary/final land development approval to construct a four hundred (400) lot residential subdivision on an approximately 117.1-acre parcel located at 8741 and 8899 Mertztown Road, Mertztown, PA 19539 (the "Development"); and

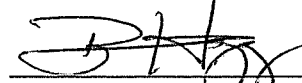
WHEREAS, in connection with the Development, David M. Jaindl has offered for dedication to the Township a sanitary sewer and general public trail access easement on the property known as Lot 3 of the Spring Creek Properties Settlement Subdivision, being Tax Parcel ID Number 546421341404-1, for the installation of sanitary sewer facilities, a compacted crushed stone trail, and related underground public services, including but not limited to storm sewers and water mains, as described in the Deed of Dedication and exhibit thereto, a copy of which is attached hereto as Exhibit "1" and incorporated herein by reference; and

WHEREAS, by this Resolution the Township desires to accept the dedication of said easement offered by David M. Jaindl as described and depicted in Exhibit "1."

NOW, THEREFORE, BE IT ADOPTED AND RESOLVED that the Board of Commissioners of the Township of Lower Macungie hereby accepts the offer of dedication of the easement described in the Deed of Dedication and exhibit thereto, a copy of which is attached hereto as Exhibit "1" and incorporated herein by reference.

DULY ADOPTED this 6th day of April 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:



Renea Flexer, Secretary

PREPARED BY AND RETURN TO:

High Swartz LLP
Attn: David J. Brooman, Esquire
40 East Airy Street
Norristown, PA 19401
Phone: 610-275-0700
NUMBER OF PAGES: ___

PART OF PIN NOTED BELOW

Owner: David M. Jaindl
PIN: 546421341404-1
8482 Mertztown Road, Alburtis, PA 18011
Municipality: LOWER MACUNGIE TOWNSHIP

DEED OF DEDICATION

THIS INDENTURE, made the 23 day of March, 2023,

BETWEEN **DAVID M. JAINDL**, an adult individual, with a mailing address of 3150 Coffeetown Road, Orefield, Pennsylvania 18069, hereinafter called the "Grantor"

AND

TOWNSHIP OF LOWER MACUNGIE, a Township of the First Class organized and existing under and pursuant to the Laws of the Commonwealth of Pennsylvania and constituting a political subdivision of the Commonwealth of Pennsylvania and County of Lehigh, with a business office located at 3400 Brookside Road, Lower Macungie Township, Lehigh County, Pennsylvania, and which has a mailing address of 3400 Brookside Road, Macungie, Pennsylvania 18062, hereinafter called the "Grantee".

THIS IS A CONVEYANCE TO A PUBLIC ENTITY FOR A PUBLIC USE AS A SANITARY SEWER AND PUBLIC TRAIL ACCESS EASEMENT AND IS THEREFORE EXEMPT FROM PENNSYLVANIA REALTY TRANSFER TAXES.

WITNESSETH, that Grantor, for and in consideration of the sum of One Dollar and 00/100 cents (\$1.00) lawful money of the United States of America, unto it well and truly paid by the said Grantee, at or before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, hath or has granted, bargained and sold, and by these presents does grant, bargain and sell, unto the said Grantee, its successors and assigns forever, the non-exclusive free and uninterrupted use, liberty and privilege of, and passage in, on, over, across, under and through all that certain tract or parcel of ground situate in Lower Macungie Township, Lehigh County, Pennsylvania bounded and described as follows.

ALL THAT CERTAIN PARCEL of land as more fully described in metes and bounds, courses and distances engineering descriptions set forth on and as depicted on the engineering drawings

in EXHIBIT "A" attached hereto and made a part hereof, prepared by The Pidcock Company, bearing No. S-12245, dated July 25, 2022, consisting of one (1) sheet, being an access and general utility easement containing approximately 9,412 square feet, more or less ("Easement Area").

TAX PARCEL NO.: Part of Tax Parcel Number 546421341404-1

TO HAVE AND TO HOLD, the said lot or piece of ground above described unto the said Grantee, to and for the only proper use and behoof of said Grantee, its successors and assigns, forever, as and for a sanitary sewer and general public trail access easement for installation of sanitary sewer facilities, a compacted crushed stone trail, and related underground public services, including but not limited to storm sewers and water mains.

TOGETHER with the perpetual right to the Grantee, its successors, assigns and lessees, within the Easement Area to construct, lay, operate, renew, alter, inspect, maintain, repair, add to, change the size of, replace and renew such parts of its public utilities, compacted crushed stone trail, and related underground public services as the Grantee, its successors, assigns and lessees may from time to time require, including any pipes, conduits, manholes, grates, valves, boxes, drains, wires, structures, pumps, meters, and other facilities, used or useful in connection therewith.

ALSO TOGETHER WITH a temporary construction easement along the northern or eastern boundaries of the easement granted hereby, as depicted on the engineering drawings marked EXHIBIT "A" attached hereto and made a part hereof, for the benefit of Grantee, its agents, servants, employees, representatives, appointees, consultants, contractors, subcontractors, successors and assigns, for the purpose of constructing and installing the sanitary sewer facilities and compacted crushed stone trail. The temporary construction easement shall terminate upon initial completion of the sanitary sewer facilities and compacted crushed stone trail and expiration of the eighteen (18) month maintenance period required by the Municipalities Planning Code for installation of public improvements by a developer, it being acknowledged by Grantor that the sanitary sewer facilities and compacted crushed stone trail are being installed by a third-party developer pursuant to approvals obtained by Grantor for its Mertztown Residential Subdivision and Land Development Project. Notwithstanding the automatic termination provided for herein, Grantee agrees that upon request of Grantor, it shall cooperate with Grantor to confirm the termination of the temporary construction easement addressed by this paragraph by signing a termination of the temporary construction easement in a factually accurate form acceptable to Grantee and Grantor.

AND THE GRANTOR, his heirs, personal representatives, successors and assigns, by these presents covenants, promises and agrees to and with the Grantee, its successors and assigns, that neither the Grantor nor his heirs, personal representatives, successors and assigns, shall nor will at any time hereafter, ask, demand, recover or receive of or from the Grantee, its successors and assigns, any sum or sums of money as and for damages for or by reason of the physical grading of said easement if the physical grade complies with that established in the Preliminary/Final Plan Submission for Spring Creek Properties Settlement Subdivision – Mertztown Residential Subdivision and Land Development, prepared by The Pidcock Company, with No. S-12123, dated March 15, 2021, as last revised, which has been approved by the Board of Commissioners

of Lower Macungie Township, Lehigh County, Pennsylvania, and if the driveway which this easement crosses sustains no damage.

PROVIDED that nothing herein shall preclude the Grantor, his heirs, successors and assigns, from exercising any and all rights to the Easement Area, the temporary construction easement area, and/or other portion(s) of the Grantor's parcel which are not inconsistent with those granted hereunder.

FURTHER PROVIDED that Grantee, its successors and assigns: shall not by any act or omission on their part create any hazard to Grantor, his heirs, successors and assigns; shall avoid any unreasonable interruption, interference or disruption to the use of Grantor's parcel by Grantor, his heirs, successors and assigns; and shall not obstruct access to that parcel.

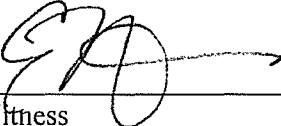
FURTHER PROVIDED that use of any portion of the Easement Area by members of the general public is at their own risk. Grantor, his heirs, successors and assigns, assume no duty to or for the benefit of the general public for defects in the location, design, installation, maintenance, repair or any other aspect of the public trail; for unsafe conditions within the Easement Area; or for the failure to inspect for or warn against possibly unsafe conditions; and/or to close the trail to public access when unsafe conditions may be present.

AND THE GRANTOR, acknowledges that he is aware that he may have a right to fair compensation for the rights being dedicated herein, under applicable federal and state law, and have consulted with his legal counsel and with respect thereto, but Grantor, for himself and his heirs, personal representatives, successors and assigns, voluntarily and freely waive any right to present or future compensation, if any.

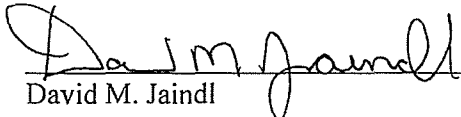
AND the said Grantor, for his heirs, personal representatives, successors and assigns, does by these presents covenant, grant and agree to and with the said Grantee, its successors and assigns, that the Grantor, his heirs, personal representatives, successors and assigns, all and singular the hereditaments and premises herein above described and granted, or mentioned, and intended so to be, with the appurtenances, unto the Grantee, its successors and assigns, against it, the said Grantor, his heirs, personal representatives, successors and assigns, and against all and every other person or persons whomsoever, lawfully claiming or to claim the same, or any part thereof, by, from or under Grantor, **SHALL AND WILL SPECIALLY WARRANT AND FOREVER DEFEND.**

IN WITNESS WHEREOF, said Grantor has hereunto set its hands and seals the day and year first above written.

GRANTOR:



Witness

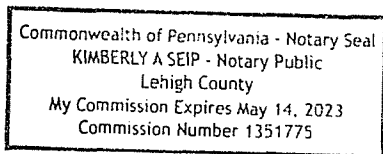


David M. Jandl

COMMONWEALTH OF PENNSYLVANIA)
) ss.
COUNTY OF LEHIGH)

On this 23rd day of March, 2023, before me, the undersigned officer, a Notary Public, personally appeared David M. Jandl, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained.

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



Kimberly A. Seip
Notary Public
My Commission Expires: 05-14-23

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

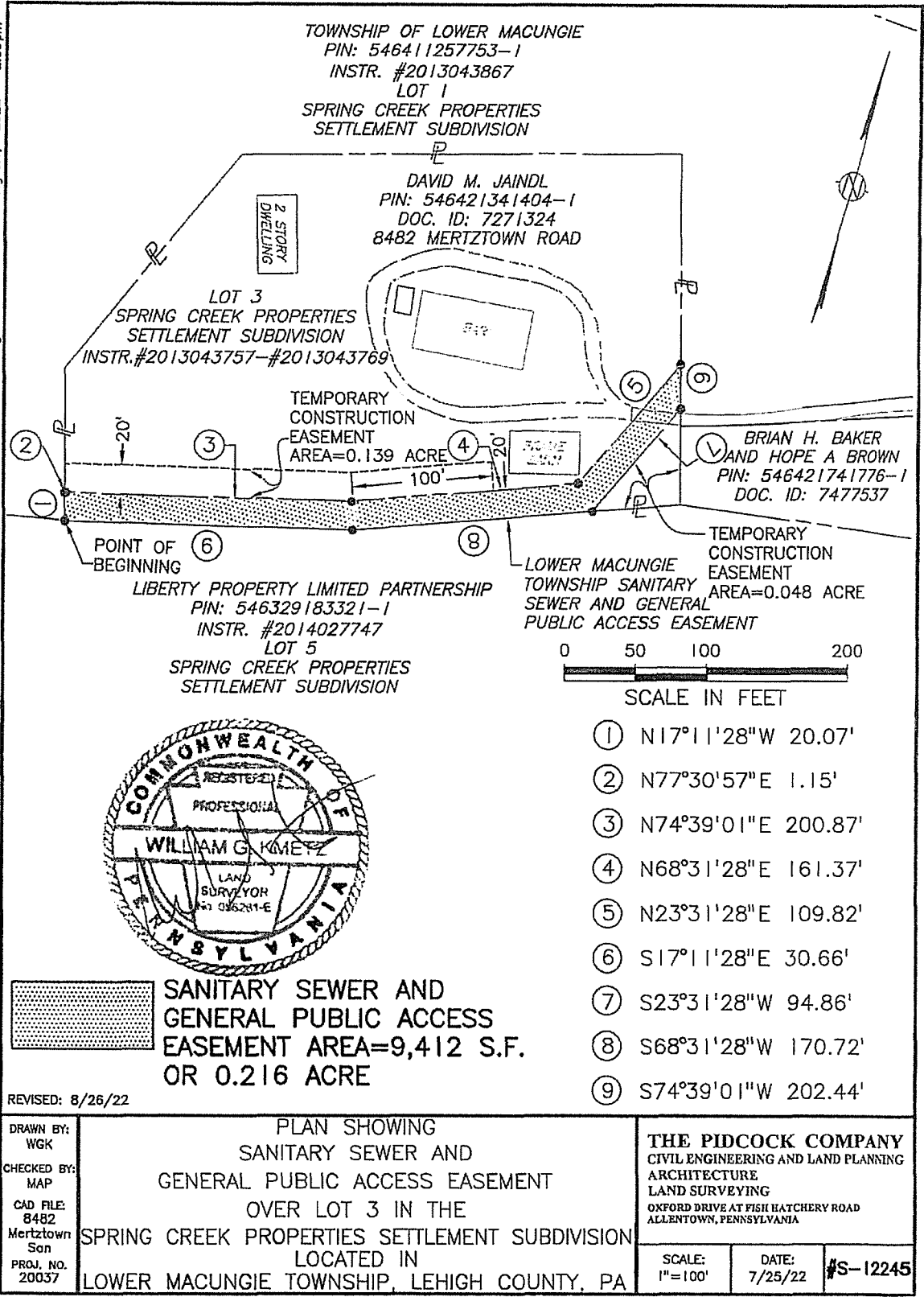
3400 Brookside Road
Macungie, PA 18062

on behalf of Grantee

EXHIBIT "A"

PLAN SHOWING SANITARY SEWER AND GENERAL PUBLIC
ACCESS EASEMENT OVER LOT 3

Drawing name: S:\jaindl-Spring Creek\20037-SCPSS-Mertztown Residential\Civil Plans\Survey\Dwg\Title Plans\Survey\B482 Mertztown Rd San.dwg
 Last Modified: Aug 26, 2022 - 2:39pm



TOWNSHIP OF LOWER MACUNGIE
 PIN: 546411257753-1
 INSTR. #2013043867
 LOT 1
 SPRING CREEK PROPERTIES
 SETTLEMENT SUBDIVISION

DAVID M. JAINDL
 PIN: 546421341404-1
 DOC. ID: 7271324
 8482 MERTZTOWN ROAD

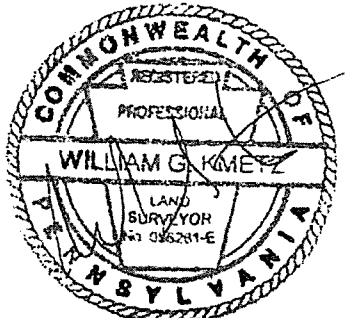
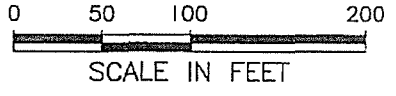
LOT 3
 SPRING CREEK PROPERTIES
 SETTLEMENT SUBDIVISION
 INSTR. #2013043757-#2013043769


TEMPORARY
 CONSTRUCTION
 EASEMENT
 AREA=0.139 ACRE

BRIAN H. BAKER
 AND HOPE A BROWN
 PIN: 546421741776-1
 DOC. ID: 7477537

POINT OF BEGINNING
 LIBERTY PROPERTY LIMITED PARTNERSHIP
 PIN: 546329183321-1
 INSTR. #2014027747
 LOT 5
 SPRING CREEK PROPERTIES
 SETTLEMENT SUBDIVISION

LOWER MACUNGIE
 TOWNSHIP SANITARY
 SEWER AND GENERAL
 PUBLIC ACCESS EASEMENT
 AREA=0.048 ACRE




 SANITARY SEWER AND
 GENERAL PUBLIC ACCESS
 EASEMENT AREA=9,412 S.F.
 OR 0.216 ACRE

- ① N17°11'28"W 20.07'
- ② N77°30'57"E 1.15'
- ③ N74°39'01"E 200.87'
- ④ N68°31'28"E 161.37'
- ⑤ N23°31'28"E 109.82'
- ⑥ S17°11'28"E 30.66'
- ⑦ S23°31'28"W 94.86'
- ⑧ S68°31'28"W 170.72'
- ⑨ S74°39'01"W 202.44'

REVISED: 8/26/22

DRAWN BY: WJK CHECKED BY: MAP CAD FILE: 8482 MERTZTOWN SON PROJ. NO. 20037	PLAN SHOWING SANITARY SEWER AND GENERAL PUBLIC ACCESS EASEMENT OVER LOT 3 IN THE SPRING CREEK PROPERTIES SETTLEMENT SUBDIVISION LOCATED IN LOWER MACUNGIE TOWNSHIP, LEHIGH COUNTY, PA	THE PIDCOCK COMPANY CIVIL ENGINEERING AND LAND PLANNING ARCHITECTURE LAND SURVEYING OXFORD DRIVE AT FISH HATCHERY ROAD ALLENTOWN, PENNSYLVANIA SCALE: 1"=100' DATE: 7/25/22 #S-12245
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"NOT PUBLISHED; ALL RIGHTS RESERVED BY THE PIDCOCK COMPANY."