

**TOWNSHIP OF LOWER MACUNGIE**  
Lehigh County, Pennsylvania

**RESOLUTION NO. 2023-32**  
(Duly Adopted May 4, 2023)

**RESOLUTION TO ACCEPT EASEMENT AGREEMENT  
AND COVENANT RUNNING WITH THE LAND  
BETWEEN LOWER MACUNGIE TOWNSHIP, WILLIAM J. BRADER, II  
AND KRISTIN RONCO, AND NATHAN A. MILLER**

WHEREAS, William J. Brader, II and Kristin Ronco (“Owners”) are the record owners of certain real property located in Lower Macungie Township, with an address of 4915 Lower Macungie Road, Macungie, Lehigh County, Pennsylvania 18062, Parcel Number 548419667465 1 (hereinafter “Owners’ Property”); and

WHEREAS, Nathan A. Miller (“Miller”) is the record owner of certain real property located in Lower Macungie Township, with an address of 4913 Lower Macungie Road, Macungie, Lehigh County, Pennsylvania 18062, Parcel Number 548419667389 1 (hereinafter “Miller’s Property”); and

WHEREAS, Miller’s and Owners’ predecessor in title, Keith Wolbach, received preliminary/final approval from the Lower Macungie Township Board of Commissioners on February 5, 2015, through the adoption of Resolution 2015-03, to subdivide one parcel into two lots having addresses of 4915 Lower Macungie Road and 4913 Lower Macungie Road; and

WHEREAS, A twenty-five feet (25’) “Access & Utility Easement” (a/k/a the “Right-of-Way”) runs off of and approximately perpendicular to Hidden Valley Road and along the northern boundary of Owners’ Property and continues through Miller’s Property, also running along the northern boundary thereof, said “Access & Utility Easement” being identified by

highlight on the “Preliminary/Final Lower Macungie Road Wolbach 2 Lot Subdivision Record Plan, prepared by Newton Engineers, dated March 31, 2014, last revised May 10, 2016; and

WHEREAS, a sanitary sewer line was previously constructed by Miller within the Right-of-Way through the Owners’ Property and through Miller’s Property; and

WHEREAS, the Owners and Miller have executed a Connection Agreement pursuant to which Miller agreed to permit the Owners to construct a lateral line on the Owners’ Property connecting to the sanitary sewer line; and

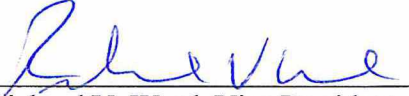
WHEREAS, the Owners and Miller are desirous of assigning any interest they may have in the Access and Utility Easement and the existing sanitary sewer line to the Township, and the Township is desirous of accepting dedication of the Access and Utility Easement and the existing sanitary sewer line from Owners and Miller, for the purposes of and subject to the terms and conditions of the “Easement Agreement and Covenant Running with the Land,” which Easement Agreement and Covenant Running with the Land is attached hereto, marked Exhibit “A,” and incorporated by reference as if set forth in full; and

NOW, THEREFORE, in consideration of the above, the Board of Commissioners of Lower Macungie Township does hereby resolve as follows:

1. The Easement Agreement and Covenant Running with the Land dedicating a 25' wide Access and Utility Easement to the Township by Owners and Miller is hereby accepted.
2. The proper officers of the Township are authorized to reference this Resolution in the Easement Agreement and Covenant Running with the Land, and to record same in the Office of the Recorder of Deeds, Allentown, Lehigh County, Pennsylvania.

**RESOLVED**, this 4<sup>th</sup> day of May, 2023.

BOARD OF COMMISSIONERS  
TOWNSHIP OF LOWER MACUNGIE

By:   
Richard V. Ward, Vice President

ATTEST:

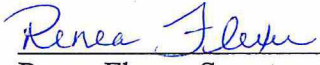
  
Renea Flexer, Secretary/Township Assistant Manager



EXHIBIT "A"

EASEMENT AND COVENANT RUNNING WITH THE LAND

Prepare by and Return to:  
Matthew J. Deschler, Esquire  
Shay, Santee, Kelhart & Deschler LLC  
44 East Broad Street, Suite 210  
Bethlehem, PA 18018  
610.691.7000

PIN: 548419667465 1 and 548419667389 1

**EASEMENT AGREEMENT AND COVENANT RUNNING WITH THE LAND**

**BETWEEN**

**LOWER MACUNGIE TOWNSHIP**

**AND**

**WILLIAM J. BRADER, II and KRISTIN RONCO**

**AND**

**NATHAN A. MILLER**

**EASEMENT AGREEMENT AND COVENANT RUNNING WITH THE LAND**

This Easement Agreement and Covenant Running with the Land ("Agreement") made this \_\_\_\_ day of \_\_\_\_\_, 2023, by and between **LOWER MACUNGIE TOWNSHIP**, a township of the first class organized and operating under the laws of the Commonwealth of Pennsylvania, in the County of Lehigh, with its principal offices located at 3400 Brookside Road, Macungie, Lehigh County, Pennsylvania 18062 (hereinafter called the "Township") AND **WILLIAM J. BRADER, II and KRISTIN RONCO**, of 4915 Lower Macungie Road, Macungie, Lehigh County, Pennsylvania 18062 (hereinafter called the "Owners"), AND **NATHAN A. MILLER**, of 4913 Lower Macungie Road, Macungie, Lehigh County, Pennsylvania 18062 (hereinafter called "Miller").

Recitals:

A. The Owners are the record owners of certain real property located in Lower Macungie Township, with an address of 4915 Lower Macungie Road, Macungie, Lehigh County, Pennsylvania 18062, Parcel Number 548419667465 1 (hereinafter called the "Owners' Property").

B. Miller is the record owner of certain real property located in Lower Macungie Township, with an address of 4913 Lower Macungie Road, Macungie, Lehigh County, Pennsylvania 18062, Parcel Number 548419667389 1 (hereinafter called "Miller's Property").

C. Miller's and Owners' predecessor in title, Keith Wolbach, received preliminary/final approval from the Lower Macungie Township Board of Commissioners

on February 5, 2015, to subdivide one parcel into two lots having addresses of 4915 Lower Macungie Road and 4913 Lower Macungie Road (Resolution 2015-03).

D. A twenty-five feet (25') "Access & Utility Easement" runs off of and approximately perpendicular to Hidden Valley Road and along the northern boundary of the Owners' Property and continues through Miller's Property, running along the northern boundary thereof, said "Access & Utility Easement" being identified by highlight on the "Preliminary/Final Lower Macungie Road Wolbach 2 Lot Subdivision Record Plan, prepared by Newton Engineers, dated March 31, 2014, last revised May 10, 2016, attached hereto as Exhibit "A" and incorporated by reference as if fully set forth (hereinafter the "Access & Utility Easement" identified as Exhibit "A" shall be called the "Right-of- Way").

E. A sanitary sewer line (the "Sanitary Sewer Line") was previously constructed by Miller within the Right-of-Way through the Owners' Property and through Miller's Property.

F. The Owners and Miller have executed a Connection Agreement, dated April 10, 2023, attached hereto as Exhibit "B" and incorporated by reference as if fully set forth herein, pursuant to which Miller agreed to permit the Owners to construct a lateral line on the Owners' Property connecting to the Sanitary Sewer Line ("Lateral Line").

G. The Township is desirous of accepting dedication of the Right-of-Way and the existing Sanitary Sewer Line in the Right-of-Way, and the Owners and Miller are desirous of assigning any interest they may have in the Right-of-Way and the existing

Sanitary Sewer Line in the Right-of-Way, for the purposes of and subject to the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the above recitals, which are incorporated herein by reference, and in further consideration of the mutual promises set forth below and intending to be legally bound hereby, the parties hereto agree as follows:

1. The Owners hereby dedicate, grant, assign, convey unto the Township, its successors and assigns, the Owners' rights and interest to and in the Right-of-Way, inclusive of the existing Sanitary Sewer Line, to survey, inspect, maintain and repair the Sanitary Sewer Line and Right-of-Way.

2. Miller hereby dedicates, grants, assigns, and conveys unto the Township, its successors and assigns, Miller's rights and interest to and in the Right-of-Way, inclusive of the existing Sanitary Sewer Line, to survey, inspect, maintain and repair the Sanitary Sewer Line and Right-of-Way.

3. The Owners shall provide the Township with an as-built drawing for the Lateral Line in a form acceptable to the Township Engineer within sixty (60) days of completion of construction of said Lateral Line. The Owners shall provide the Township with an as-built drawing for the Sanitary Sewer Line in a form acceptable to the Township Engineer within sixty (60) days of completion of construction of the Lateral Line.

4. The Township, its successors and assigns, shall be entitled to enter the Right-of-Way at all times, without prior notice to Miller or Owners, for the purpose of surveying, inspecting, maintaining and repairing the Right-of-Way and Sanitary Sewer



Line. The Township also has the right, but not the obligation, to install additional laterals and/or connections thereto.

5. The Owners and Miller shall be responsible for maintaining the surface of the Right-of-Way located within the Owners' Property and Miller's Property, respectively, including mowing, trimming and weeding, and both the Owners and Miller recognize the Township will not be performing mowing, trimming and weeding or other activities required or desired to maintain the existing grass surface.

6. The Owners and Miller shall have full use and enjoyment of the surface of that part of the Right-of-Way located within the Owners' Property and Miller's Property, respectively, except when such use interferes with the purposes granted the Township. However, the Owners and Miller shall not, without the prior written approval of the Township, do any of the following within the boundaries of the Right-of-Way:

- a. excavate for any purpose;
- b. drill wells;
- c. place fill;
- d. erect poles;
- e. build, erect or place any structure, either permanent or temporary;
- f. install sewage disposal systems;
- g. dump refuse;
- h. install ponds, in-ground or above-ground swimming pools;
- i. plant trees or shrubs;
- j. landscape or grade which disturbs the surface of the Right-of-Way;

- k. construct roads or driveways;
- l. erect barriers or fences; or
- m. perform any other act which impairs the Township's ability to survey, inspect, maintain and repair the Right-of-Way or the Sanitary Sewer Line.

7. The Township shall, in connection with the exercise of any rights under this Agreement that requires the disturbance of the surface of the Right-of-Way, restore the surface of the Right-of-Way as nearly as practicable to its contour and condition as existed prior to the exercise of any of said rights.

8. The Owners and Miller hereby warrant to the Township that the Township shall at all times have the exclusive use and enjoyment of the Right-of-Way subject only to the rights, if any, retained by the Owners and Miller pursuant to this Agreement. The Owners and Miller also hereby warrant to the Township that neither the Owners nor Miller shall at any time grant an easement or other right or license over, on or under the Right-of-Way to any party other than the Township without the prior written approval of the Township.

9. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns, heirs, executors, and administrators, and shall be appurtenant to and run with both the Owners' Property and Miller's Property.

10. The provisions of this Agreement shall be deemed independent and severable, and the invalidity or unenforceability of any provision or portion thereof shall not affect the enforceability or validity of any other provision or portion thereof.

11. This Agreement shall be construed, interpreted, and applied in accordance with the laws of the Commonwealth of Pennsylvania, without regard to its principles on conflict of laws.

12. This Agreement shall be recorded of public record.

13. This Agreement shall be considered a covenant running with the land, and evidence of this Agreement shall be indexed on the current deeds to the Owners' Property and to Miller's Property vesting title in the Owners and Miller, respectively, therein.

14. This Agreement shall become effective upon the Township Engineer's Certification of Completion of Owners' construction of the Lateral Line and connection thereof to the Sanitary Sewer Line pursuant to the Connection Agreement entered into by Miller and the Owners.

IN WITNESS WHEREOF, this Agreement has been duly executed the day and year first above written, the parties intending for themselves, their heirs, executors, administrators, successors and assigns to be legally bound hereby.

ATTEST:

LOWER MACUNGIE TOWNSHIP

\_\_\_\_\_  
Renea Flexer, Secretary

By:

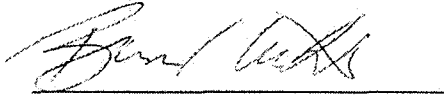
\_\_\_\_\_  
Brian P. Higgins, President

WITNESS:

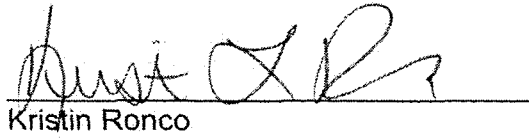
\_\_\_\_\_  
*[Handwritten Signature]*

\_\_\_\_\_  
*[Handwritten Signature]*  
William J. Brader, II

WITNESS:



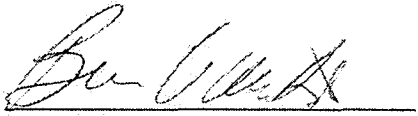
A handwritten signature in cursive script, appearing to read "Ben White", written above a horizontal line.



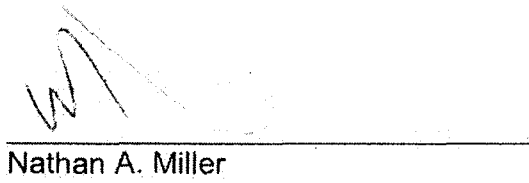
A handwritten signature in cursive script, appearing to read "Kristin Ronco", written above a horizontal line.

Kristin Ronco

WITNESS:



A handwritten signature in cursive script, appearing to read "Ben White", written above a horizontal line.



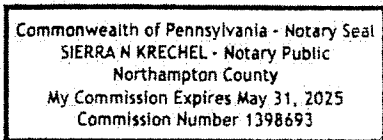
A handwritten signature in cursive script, appearing to read "Nathan A. Miller", written above a horizontal line.

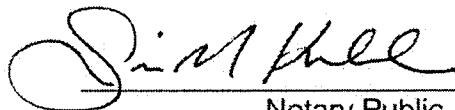
Nathan A. Miller

COMMONWEALTH OF PENNSYLVANIA :  
 : SS.:  
COUNTY OF Northampton :

On this 10 day of April, 2023, before me, the undersigned officer, a Notary Public in and for said Commonwealth and County, personally appeared William J. Brader, II, 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 official seal.

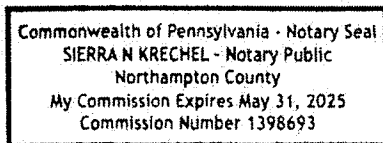


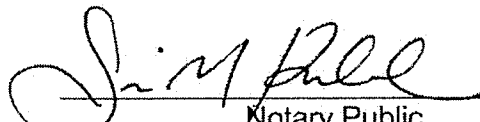
  
\_\_\_\_\_  
Notary Public

COMMONWEALTH OF PENNSYLVANIA :  
 : SS.:  
COUNTY OF Northampton :

On this 10 day of April, 2023, before me, the undersigned officer, a Notary Public in and for said Commonwealth and County, personally appeared Kristin Ronco, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that she executed the same for the purposes therein contained.

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

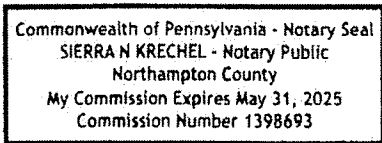


  
\_\_\_\_\_  
Notary Public

COMMONWEALTH OF PENNSYLVANIA :  
 : SS.:  
COUNTY OF Northampton :

On this 10 day of April, 2023, before me, the undersigned officer, a Notary Public in and for said Commonwealth and County, personally appeared Nathan A. Miller, 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 official seal.



  
\_\_\_\_\_  
Notary Public

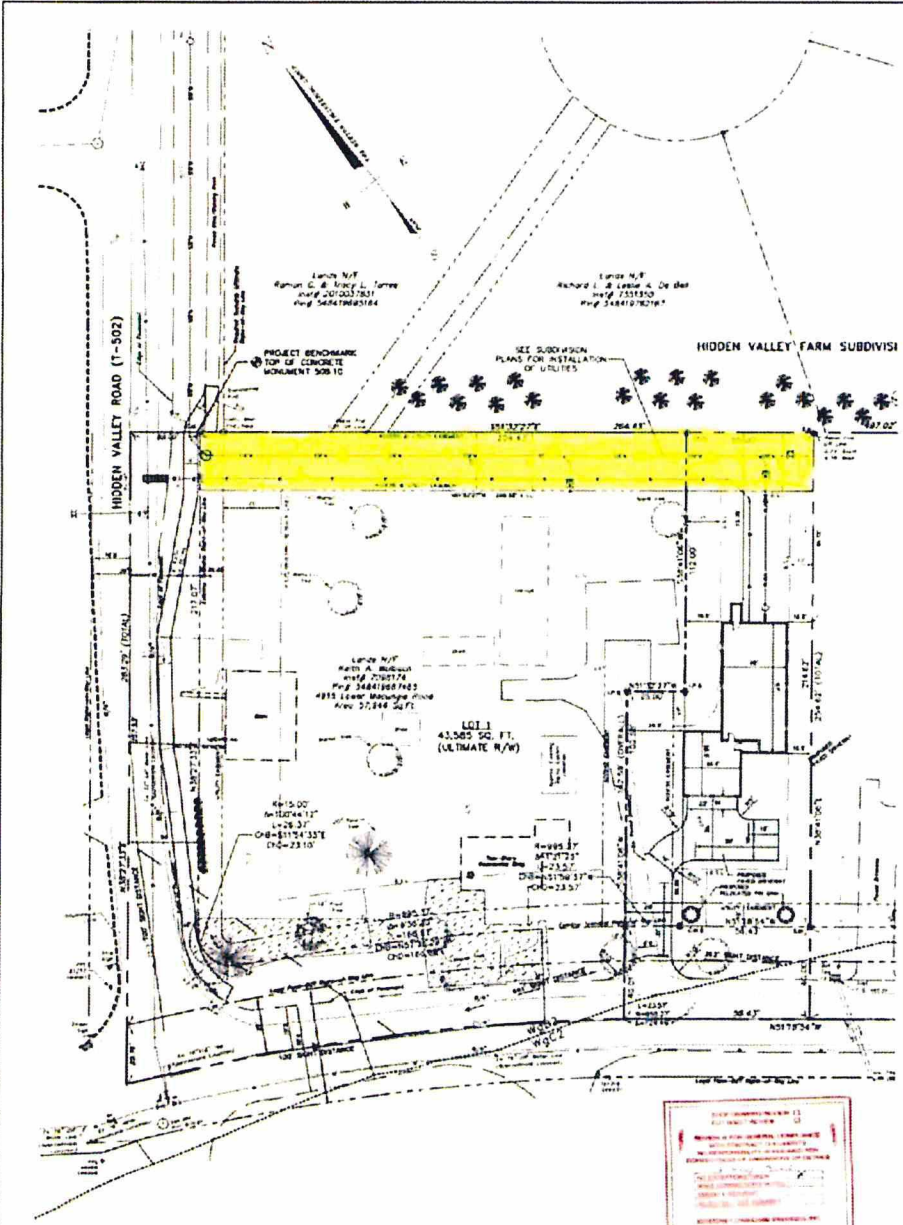
COMMONWEALTH OF PENNSYLVANIA :  
 : SS.:  
COUNTY OF LEHIGH :

On this \_\_\_\_\_ day of \_\_\_\_\_, 2023, before me, the undersigned officer, a Notary Public in and for said Commonwealth and County, personally appeared \_\_\_\_\_, who acknowledged himself to be the Agent of Lower Macungie Township, and that \_\_\_ he/she as such agent, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the municipality by \_\_\_\_\_ himself/herself as Agent.

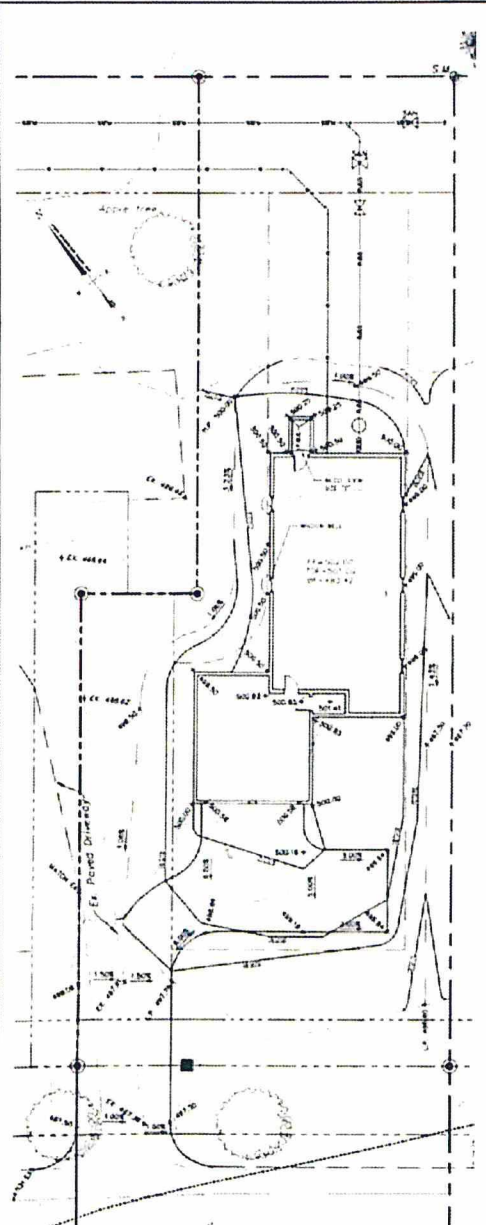
IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

\_\_\_\_\_  
Notary Public

**EXHIBIT "A"**



**PLAN VIEW**  
SCALE: 1/4" = 1'-0"



**GENERAL NOTES:**

- 1. THE OWNER SHALL PROVIDE FOR THE PROPOSED UTILITIES AND SHALL BE RESPONSIBLE FOR THE COST OF THE SAME.
- 2. THE PUBLIC UTILITIES SHALL BE LOCATED AS SHOWN ON THE EXISTING UTILITIES PLAN AND SHALL BE THE RESPONSIBILITY OF THE UTILITY PROVIDER.
- 3. THE EXISTING UTILITIES SHALL BE THE RESPONSIBILITY OF THE UTILITY PROVIDER.
- 4. THE EXISTING UTILITIES SHALL BE THE RESPONSIBILITY OF THE UTILITY PROVIDER.

**SITE DATA:**

PROPERTY ADDRESS:	4315 LOWER MACJURGIE RD
CITY:	ALBUQUERQUE, NM
COUNTY:	BERNALILLO COUNTY, NM
OWNER:	NEULTON ENGINEERS & ARCHITECTS, INC.
DESIGNER:	NEULTON ENGINEERS & ARCHITECTS, INC.
DATE:	JUNE 6, 2018
SCALE:	1/4" = 1'-0"

**ZONING DATA:**

ZONING DISTRICT:	RESIDENTIAL SINGLE-FAMILY (RS)
PERMITTED USES:	ONE-FAMILY RESIDENTIAL DWELLING, DETACHED GARAGE, DRIVEWAY, PORCH, DECK, FENCE, SHED, SWIMMING POOL, TRAMPOLINE, PLAYSET, ETC.
RESTRICTIONS:	SEE CITY ORDINANCES FOR DETAILED ZONING REGULATIONS.

**LEGEND:**

- SOLID LINE: PROPERTY LINE
- DASHED LINE: BOUNDARY RESTRICTION LINE
- DOTTED LINE: UTILITY LINE



DATE: JUNE 6, 2018	SCALE: 1/4" = 1'-0"
SHEET NO: 001	PROJECT NO: 18-020
<b>NEULTON ENGINEERS &amp; ARCHITECTS, INC.</b>	
4315 LOWER MACJURGIE RD ALBUQUERQUE, NM 87111 TEL: 505-263-1111 WWW.NEULTON-ENR.COM	
<b>4315 LOWER MACJURGIE RD</b>	
<b>BUILDING PERMIT PLAN</b>	



**EXHIBIT "B"**

**CONNECTION AGREEMENT**

**THIS CONNECTION AGREEMENT** ("Agreement"), made this 10<sup>th</sup> day of April, 2023, by and between **WILLIAM J. BRADER, II** and **KRISTIN RONCO**, of 4915 Lower Macungie Road, Macungie, Lehigh County, Pennsylvania 18062, (hereinafter called the "Owners") and **NATHAN A. MILLER**, of 4913 Lower Macungie Road, Macungie, Lehigh County, Pennsylvania 18062, (hereinafter called "Miller").

**WHEREAS**, Miller owns real property located at 4913 Lower Macungie Road, Macungie, Lehigh County, Pennsylvania 18062, Parcel Identification Number 548419667389 1 ("Miller's Property"); and

**WHEREAS**, the Owners own real property located at 4915 Lower Macungie Road, Macungie, Lehigh County, Pennsylvania 18062, Parcel Identification Number 548419667465 1 (the "Owners' Property"); and

**WHEREAS**, Miller installed a sanitary sewer line (the "Sanitary Sewer Line") which runs off the main line located within Hidden Valley Road in Lower Macungie Township, Lehigh County, Pennsylvania, and which passes from the main line through the Owners' Property and then through Miller's Property, said Sanitary Sewer Line running through and within an existing access and utility easement (the "Right-of-Way") as identified in Exhibit "A" attached hereto; and

**WHEREAS**, the parties desire to enter into an agreement allowing the Owners to connect to the Sanitary Sewer Line installed in the Right-of-Way by

Miller for the Owners' private use, and the parties wish to memorialize their agreement in writing.

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

1. Miller permits the Owners to connect a lateral sanitary sewer line for the Owners' private use (the "Lateral Line") to the Sanitary Sewer Line located in that section of the Right-of-Way running through the Owners' Property in exchange for the payment of Four Thousand Two Hundred Dollars and 00/100 (\$4,200.00), which is due and payable from the Owners to Miller upon Miller's execution of this Agreement and Miller's execution of the Easement Agreement and Covenant Running with the Land in the form attached hereto as Exhibit "B". All costs and or fees associated with the Owners' connection of the Lateral Line to the Sanitary Sewer Line shall be paid by the Owners.

2. The rights and privileges herein granted shall be used only for the purpose of installing and maintaining the Lateral Line connection for the Owners' Property to and from the Sanitary Sewer Line located in that section of the Right-of-Way running through the Owners' Property.

3. If it shall become necessary to repair or replace any portion of the Lateral Line connection, all costs shall be borne by the Owners, their successors, heirs, executors, administrators, legal representatives, and/or assigns.

4. The rights and privileges herein granted, shall be perpetual. Miller hereby binds his respective successors, assigns, heirs, executors, administrators, and legal representatives, to warrant and forever defend the

above-described rights unto the Owners, their successors, executors, administrators, assigns, heirs, and legal representatives, against every person whomsoever lawfully claiming, or to claim the same, or any part thereof.

5. The rights and privileges granted herein are non-exclusive.

6. This instrument shall be binding on the heirs, executors, administrators, successors, legal representatives, and assigns of the parties hereto.

7. In addition to the rights and privileges herein granted, the Owners shall be responsible for obtaining any required municipal permits required in order to construct and install the Lateral Line connection contemplated by this grant. On completion of such construction and installation, the Owners shall restore, at their sole expense, all road surfaces, curb, sidewalk, soil, sod, landscaping or any other improvements located within the Right-of-Way which may have been disturbed during the construction and installation period.

8. This Agreement shall be construed, interpreted and applied in accordance with the laws of the Commonwealth of Pennsylvania, without regard to its principles on conflicts of laws.

9. This Agreement shall be of public record.

10. The effectiveness of this Agreement is contingent upon the parties hereto and Lower Macungie Township entering into the Easement Agreement and Covenant Running with the Land assigning the parties' rights to and interest in the Right-of-Way to Lower Macungie Township, said assignment to become effective upon the Owners' construction and connection of the Lateral Line to the

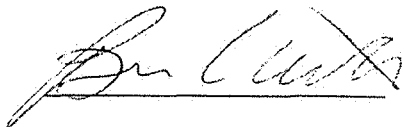
Sanitary Sewer Line located in that section of the Right-of-Way running through the Owners' Property.

11. The Owners shall bear the cost of the generation of an as-built drawing for that portion of the Sanitary Sewer Line located in that section of the Right-of-Way running through Miller's Property. Miller shall fully cooperate with the Owners in the generation of the as-built drawing including, without limitation, allowing the Owners and/or their engineers access to Miller's Property at reasonable times to perform inspections or tests necessary to the generation of the as-built drawing. In the event of any damage to Miller's Property resulting from the actions of the Owners and/or their engineers pursuant to this paragraph, the Owners shall bear the cost of restoring Miller's Property to the condition as it existed prior to said damage.

**IN WITNESS WHEREOF**, Miller and the Owners, intending to legally bind themselves, their successors, heirs, executors, administrators, legal representatives, and assigns, have caused this Agreement to be duly executed the date and year first above-written.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK.]

WITNESS:

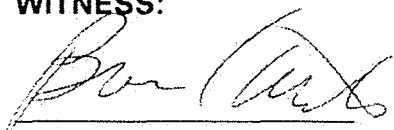


Ben Clark



NATHAN A. MILLER

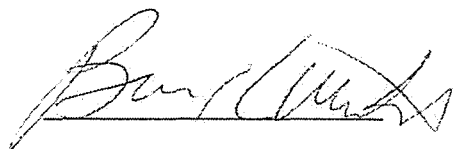
WITNESS:



Ben Clark



WILLIAM J. BRADER, II



Ben Clark



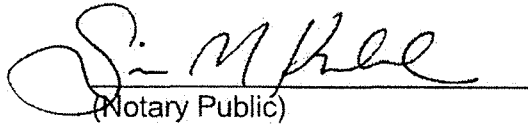
KRISTIN RONCO

COMMONWEALTH OF PENNSYLVANIA :  
 : SS.  
COUNTY OF Northampton :

On this 10 day of April, 2023, before me, the undersigned officer, personally appeared the above-named William J. Brader, II and Kristin Ronco, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the foregoing instrument, and acknowledged that they executed the same for the purpose therein contained, and desired the same might be recorded as such, according to law.

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

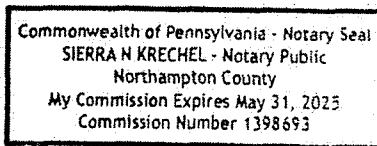
Commonwealth of Pennsylvania - Notary Seal  
SIERRA N KRECHEL - Notary Public  
Northampton County  
My Commission Expires May 31, 2025  
Commission Number 1398693

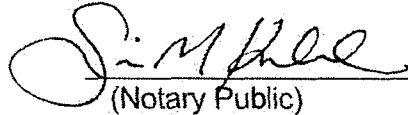
  
(Notary Public)

COMMONWEALTH OF PENNSYLVANIA :  
 : SS.  
COUNTY OF Northampton :

On this 10 day of April, 2023, before me, the undersigned officer, personally appeared the above-named Nathan A. Miller, known to me (or satisfactorily proven) to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he executed the same for the purpose therein contained, and desired the same might be recorded as such, according to law.

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



  
(Notary Public)