

MOUNT POCONO BOROUGH PLANNING COMMISSION
REGULAR MEETING AGENDA
Wednesday, October 18, 2023 – 7:00 PM

LOCATION: Borough Building located at 1361 Pocono Blvd, Mount Pocono

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
____ Chair A. M. Harris, ____ Vice Chair E. Melbert, ____ R. Dorkoski, ____ S. Speno,
____ K. Hart, ____ C. Connor, ____ C. Niclaus, ____ D. Jackowski
4. Preliminary Announcements
5. Consider Approval of Minutes – Regular Meeting Minutes
 - a. September 20, 2023
6. Unfinished Business - None
7. New Business
 - a. CP MT Pocono, LLC – Emergency Access Recommendation Review
 - b. Mount Pocono Maintenance Building – Land Development Plan
8. Project Updates
9. Liaison Reports
 - a. Borough Council
 - b. Zoning Hearing Board
10. Public Participation
11. Adjournment

**MOUNT POCONO PLANNING COMMISSION
REGULAR MEETING MINUTES
WEDNESDAY, SEPTEMBER 20, 2023
6:55 P.M.**

Chair A. Harris opened the Planning Commission meeting at 6:55 P.M.

Pledge of Allegiance – was said by all.

PRELIMINARY ANNOUNCEMENTS – Chair A. Harris introduced the new Planning Commission Member, Commissioner Kenneth Hart who has replaced Michael Penn.

Roll Call – The following were present: Chair A. Harris; Vice Chair E. Melbert; Commissioner S. Speno; and, Commissioner K. Hart. Commissioner R. Dorkoski was absent. Also, present were Solicitor C. Connor; Borough Engineer C. Niclaus; and, Recording Secretary D. Jackowski.

APPROVAL OF MINUTES – Commissioner K. Hart moved to accept the Regular Meeting minutes of Wednesday, June 21, 2023, as presented. Commissioner S. Speno seconded. Motion carried unanimously.

UNFINISHED BUSINESS – None

NEW BUSINESS

Harvest Properties – Pine Hill Road Sketch Plan Review – Applicant George Strunk of Abishai Capital and with Harvest Properties was in attendance and presented his project that would include apartments and a Sheetz. He also introduced Mr. David Smith, Jr. of Sheetz Real Estate who was able to explain more about the Sheetz portion of the project. It was acknowledged that Borough Engineer C. Niclaus and Zoning Office review letters were received by the Applicant. Borough Engineer C. Niclaus discussed the previous proposed project at this location noting the former Applicant did not sit down with PennDOT, and that he now feels the new Applicant should do so as soon as possible for this new project. Mr. D. Smith questioned how far along is the Borough with the traffic light at the SR 611 and Pine Hill Road intersection. Commissioner K. Hart questioned what are the wages at Sheetz and would the employees be able to afford the proposed apartments. Mr. D. Smith responded that all are above minimum wage with managers up to \$18.00 per hour. Mr. G. Strunk stated that the apartments would be affordable from \$1,200.00 to \$2,000.00 per month. He also preferred to go with one (1) building, with thirty (30) units on three (3) floors, and he understands that there are not enough parking spaces for the amount of units. He was going to reach out to the Borough to allow him to receive the previous project's traffic plans from TPD to potentially expedite the process with his engineers.

111 Prospect Avenue, Joinder Deed Request – Solicitor C. Connor explained a joinder deed request. Vice Chair E. Melbert moved to recommend to Borough Council to approve the joinder deed request for the improved lot at 111 Prospect Avenue (10/4/18/38) and the vacant land along Knob Road (10/4/1/40). Commissioner K. Hart seconded. Motion carried unanimously.

PROJECT UPDATES – None

LIAISON REPORTS

Borough Council – Chair A. Harris reported that there was a LERTA request from the warehouse that if Borough Council would consider to approve and that Borough Council is looking to purchase the property at the corner of Pocono Boulevard (SR 611) and Fairview Avenue to make it into a pocket park.

Zoning Hearing Board – It was reported that the Zoning Hearing Board held two (2) hearings. Mr. Guastella at 113 Ward Avenue appealed the Zoning Officer's decision to allow a short-term rental which has been continued and Mr. Mohammed at 22 Brunswick Drive appealed the Zoning Hearing Board's decision that he needs to apply for a fence permit.

**MOUNT POCONO PLANNING COMMISSION
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6:55 P.M.**

PUBLIC PARTICIPATION – Ms. Audrey Hodges, 91 Mountain Drive, expressed her concerns with the landscaping not completed at the Pocono Summit Realty Project. She added that the noise is very loud and the lights are very bright at the Sparkle Car Wash. It was recommended she contact the Zoning office.

Adjournment – The Planning Commission adjourned at 8:24P.M.

Submitted by,

Diana Jackowski
Recording Secretary



Mount Pocono Borough

Tel 570-839-8436
Fax 570-839-0981

1361 Pocono Blvd., Suite 100
Mount Pocono, PA 18344

www.mountpocono-pa.gov

RECEIVED

OCT 15 2023

MT. POCONO BOROUGH

Members of the Planning Commission,

I hope this message finds you well. I am writing to formally charge the Planning Commission with the responsibility of conducting a thorough review of the CP Mt. Pocono Access Road Proposal and making recommendations to the Borough Council for their consideration at the November meeting.

The CP Mt. Pocono Access Road Proposal is a significant project that has the potential to impact our community in various ways, including traffic flow, safety, and infrastructure development. As the body responsible for assessing land use, zoning, and development matters in our Borough, your expertise is invaluable in ensuring that this proposal aligns with our community's vision and goals.

Please conduct a thorough and unbiased assessment of the proposal, taking into account all relevant factors. Your findings and recommendations will be instrumental in helping the Borough Council make an informed decision in the best interest of the community.

I request that you provide a comprehensive report of your findings and recommendations to the Borough Council in advance of the November meeting. This will allow sufficient time for the Council to review and consider your input in their decision-making process.

Your dedication to upholding the best interests of Mount Pocono is greatly appreciated, and your expertise is crucial in ensuring that any development aligns with our community's values and goals.

Thank you for your commitment to serving our community.

Marissa Duffy, Borough Manager



1170 Highway 315, Suite 3, Wilkes-Barre, PA 18702
570.285.8200 570.285.8201
barryissett.com

October 11, 2023
Project # 313623.000

Planning Commission
Mount Pocono Borough
1361 Pocono Boulevard
Mount Pocono, PA 18344

RECEIVED
OCT 11 2023
MT. POCONO BOROUGH

Dear Planning Commission Members:

RE: Clarius Park I-380 – Alternative Emergency Access
Parcel ID No. 10.7.1.2, Deed Book No. 2009 Page 1429
Mount Pocono Borough, Monroe County, Pennsylvania
Alternative Emergency Access Review

Documents Reviewed

1. Letter from George Asimos, dated September 13, 2023 requesting the emergency access on SR 940 be relocated.
2. Sheet SP 4.3 of the Site Plan set for Clarius Park I-380 prepared by Snyder, Secary & Associates, LLC, revised on July 7, 2023.
3. Alternative Emergency Access sketches, including fire truck turning radius plan, for Clarius Park I-380 prepared by Pennoni Associates, Inc., dated August 28, 2023.
4. Revised Access – Mount Pocono Crossings Memorandum prepared by Traffic Planning and Design (TPD); Inc. dated September 7, 2023.

Project Description:

The applicant proposes to close the right-in/right-out driveway on SR 940, which functioned in part as an emergency vehicle access point to the proposed Clarius Park I-380 Warehouse project. The emergency access point is proposed to be relocated by extending the access driveway between Advance Auto and Wal-mart. In support of this proposal, the applicant's attorney has provided a traffic memorandum from TPD and sketches from Pennoni Associates.

Below are our comments on this modification to this application.

TRAFFIC COMMENTS

1. As depicted in the Alternative Emergency Access Plan prepared by Pennoni Associates, the applicant is proposing to extend the access driveway between Advance Auto and Wal-mart by providing a 7.7% slope, which is approximately 8 feet higher than the existing road surface, into the warehouse property. An emergency gate access is shown at the top of the slope with no level landing for the emergency vehicle to park prior to entering the warehouse parking lot. It should be noted that there are 2 existing stormwater detention basins on either side of the existing access driveway that will be elevated to accommodate the proposed alternative emergency access driveway. These basins and supporting drainage system should also be analyzed when evaluating if relocating the emergency access driveway is feasible. Especially when considering a portion of this system will be buried by an additional 4 – 5 feet of fill material and future maintenance could be limited.
2. The elimination of the SR 0940 right-in/right-out driveway, which served as an alternative access point to Industrial Drive and emergency access, will concentrate the anticipated site generated traffic to Industrial Drive. According to TPD's Revised Access memorandum, the intersection of SR 0940 & Industrial Drive can support this increase in traffic with minimal change in the level of service and 95th percentile vehicle queue length.
3. Isett recommends consulting the Fire Chief to determine the impacts of the alternative emergency access location to their emergency response vehicles. The provided Fire Truck Turning Radius Plan depicts a "Pumper Fire Truck" navigating the SR 0940 & Oak Street (Wal-mart/Advance Auto Driveway); however, the dimensions of this vehicle were not provided.
4. PennDOT would support the elimination of an access driveway on their State Routes. However, if an emergency event occurred at Wal-mart this could impact Clarius Park I-380's only site access to Industrial Drive.

These comments are made with the understanding that all features are accurately displayed on the submitted plans and that they comply with all current laws, regulations, and currently acceptable professional land surveying and engineering practices. Other comments may be added as additional information becomes available or should change.

Please do not hesitate to contact me at our office at 570.285-8191 if you have any questions regarding this letter.

Sincerely,



Jerrid Dinnen, P.E., PTOE
Borough Traffic Engineer
Barry Isett & Associates, Inc.

GEORGE ASIMOS
Attorney at Law

PO Box 1067
Chadds Ford, PA 19317
georgeasimos@gmail.com
484.716.2057

September 13, 2023

Borough of Mount Pocono
1361 Pocono Blvd, Suite 100
Mount Pocono, PA 18344
Attn: Marissa Duffy, Manager

Dear Ms. Duffy:

In 2021 my client, CP Mt. Pocono, LLC received conditional use approval for the warehouse at Routes 940 and 611. Among the requirements was one to: "Establish for emergency purposes a secondary access for ingress and egress other than the main access to Industrial Park Drive." At that time the Applicant proposed, and Council approved, a right in-right out driveway onto Route 940 for the purpose. This was tentatively approved in the Conditional Use decision and specifically approved by approval of the Land Development Plans on March 1, 2022.

On further consideration of various factors, including the capacity of Industrial Park Drive, the other access rights reserved by the owner of the warehouse lot (described below), a lack of need as expressed by the prospective tenant, and a cost-benefit analysis, my client now proposes a different emergency access point.

Specifically, I am writing to submit Sketches – in anticipation of a proposed Amended Land Development Plan – to refrain from building the right in/right out access driveway to Route 940 and instead provide an emergency access for the warehouse lot via the shopping center intersection at Oak Street, connecting via the existing driveway on the lot where the Advance Auto building is located.

The Borough may rightly ask a few questions about this proposal:

Is it necessary to amend the conditional use decision?

We do not believe it is necessary to amend the conditional use decision because the requirement is simply to establish a "secondary access other than the main access to Industrial Park Drive";

and that the Route 940 option was just one proposed means to achieve that, subject to permitting and approval by Council with the land development plans. We believe that amendment of the land development plans is appropriate and gives the Borough all necessary opportunity to review the proposed revision.

Does CP Mt. Pocono LLC have the legal property right to make that access connection?

Yes, it does. That right is specifically guaranteed by (a) the 1999 Major Subdivision Plan approved by the Borough for the "Walmart Site" but which also included the "warehouse site"; and (b) the Easements, Covenants and Restrictions document negotiated, signed and recorded at the time of that plan approval by Walmart and Pocono Star Properties. The plan allows the owner of the warehouse lot (Lot 4 on the Plan) to expand the existing Walmart Driveway Access and Utility Easement to provide access to the warehouse lot. Pocono Star owned all of that land that is now occupied by the Walmart, Advance Auto and the warehouse. A copy of the plan and the ECR document is included with this letter.

Is there adequate space on the Advance Auto site to install the emergency driveway connection?

Yes, the original plan for the Walmart/Advance site shows an easement there that is much wider than what is needed for an emergency access. The existing Advance Auto driveway already extends nearly to the warehouse property line.

Will the Advance Auto owner be kept informed of the plans for extending that driveway?

Yes, though the easement allows for the connection without any discretion by others (based on the ECR and the approved plans) it only makes sense that the owner will be kept informed and provided with all necessary information about the proposal. The 1999 plan already approves the access, so we do not believe that plan must be revised nor consent obtained from the other owners to do so.

Is there sufficient capacity at the signalized intersection of 940 and Industrial Park Drive entrance as well as the entrance to the new Pocono Star Boulevard to absorb the traffic from elimination of the Route 940 entrance without reduction in function?

Yes, the currently approved Route 940 access is right in-right out only. The traffic that would use it and that would be diverted if it is not built would not be significant. The majority of the truck traffic would use Industrial Park Blvd regardless because that traffic would be coming from Route 380 and the driveway to 940 would not be usable since it would be right in/right out only. Few trucks would approach from Route 611. As shown by the attached analysis dated September 7, 2023 by Traffic Planning Design (who have been involved from the beginning) the functionality of the signalized intersection would not be materially changed due to the low volume that was forecasted for the Route 940 driveway.

Does PennDOT approve this change?

Yes, although PennDOT approved the Route 940 entrance, it has been reported that its reviewers would prefer not to have the additional entry point on Route 940.

Does the proposed emergency entrance meet the needs of the Mt. Pocono emergency services providers?

We are also sending with this letter a fire truck turning radius template diagram confirming the proposed access point can accommodate the same equipment analyzed in the original approval. Of course, the developer will consult with the Fire Chief to confirm the design satisfies emergency service access requirements.

Will there be any effect on the stormwater management for the site?

Yes, but only to reduce flow due to reduced impervious cover. No change is needed to the stormwater capture basins.

If possible, we would like to brief Council on this proposal at the September 19, 2023 Work Session, but we do not require any vote. In general we would like to have any comments on this approach as soon as reasonable.

Respectfully,



George Asifos

Enclosures:

- 1999 Easement Covenants and Restrictions
- 1999 Major Subdivision Plan
- Conditional Use Decision
- Alternate Driveway Plans
- Traffic Planning & Design letter
- Fire Truck Turning Radius diagram

**BEFORE THE BOROUGH COUNCIL OF THE BOROUGH OF MOUNT POCONO
MONROE COUNTY PENNSYLVANIA**

CONDITIONAL USE DECISION

Findings of Fact and Conclusions of Law

1. On February 5, 2021, an application for Conditional Use Approval was submitted by Clarius Partners LLC for CP Mt. Pocono LLC ("Applicant") relating to the erection of a warehouse on a property located in the Borough of Mount Pocono identified as Parcel ID No. 10.7.1.2, Deed Book No. 2009 Page 1429 consisting of approximately 84 acres. The property is located in the Commercial, General (C2) Zoning District.

2. In accordance with the Municipalities Planning Code and the Mount Pocono Zoning Ordinance, a public hearing was held on April 12, 2021 at which time said conditional use Application was considered. The Applicant, through counsel, presented testimony and exhibits in support of the Application. At the conclusion of the testimony, the hearing was continued to permit the testimony of the Borough's traffic engineer who was unable to attend the hearing. The hearing was reconvened on April 26 and additional testimony was presented at the conclusion of which the evidentiary portion of the hearing was closed. Final argument was presented by counsel for the Applicant George Asimos. The Council then closed the hearing and indicated that they would take the matter under advisement and render a final decision on June 7, 2021.

3. At the initial hearing, Borough Council marked as Borough Exhibits and moved into evidence the following Exhibits:

a. A letter dated February 4, 2021 from James S. Snyder of Snyder, Secary & Associates LLC enclosing the Application for Conditional Use Approval along with application fees and a number of attachments including traffic and conditional use narratives, utility ability-to-serve letters and a conditional use site plan.

b. Proof of Publication in the Pocono Record, a newspaper of general circulation in Monroe County, a Notice of Public Hearing published on March 17, 2021 and March 24, 2021.

c. Proof of Mailing of a Notice of a Conditional Use Approval Hearing to contiguous land owners as required by the Mount Pocono Borough Zoning Code.

d. A copy of the minutes of a meeting of the Mount Pocono Borough Planning Commission on February 17, 2021 recommending approval of the Conditional Use Application.

4. Applicant offered Applicant's Exhibit A 1 -12 consisting of the same documents included in Borough Exhibit 1, and additional documents such as a building rendition, site plan and a Planning Commission Application form.

5. At the continued hearing, the Borough offered a comment letter from the Borough Traffic Engineer, Earl W. Armitage of Pennoni as Borough Exhibit 5.

6. At the hearings, the Applicant presented the aforementioned documents, and the testimony of expert witnesses James S. Snyder, professional engineer and Robert Hoffman, traffic expert, to establish compliance with the code standards and criteria required by the zoning code for conditional use approval.

7. The Application concerns a vacant property consisting of approximately 84 acres located at 3379 Pocono Summit Road with Property ID No. 10.7.1.2 more fully described in Deed Book 2009 page 1429.

8. The subject property is located in the Commercial- General (C-2) Zoning District.

9. The Applicant is proposing to erect an approximately 1,166,440 square foot industrial warehouse distribution facility which will include truck courts, passenger vehicle parking areas, access roads, utility systems and related facilities. The project is referred to as Clarius Park I-380 (hereinafter "the Project").

10. Warehousing is a use permitted as a Conditional Use in the Commercial (C-2) Zoning District.

11. A Conditional Use is defined in the Zoning Code as a "use in a particular zoning district to be allowed or denied by the Borough Council pursuant to public notice and hearing and recommendation of the Borough Planning Commission as authorized by Section 603(c)(2) of the Municipalities Planning Code, 53 P. S. Section 10603(c)(2).

12. The procedure for applying for the approval for a Conditional Use are set forth in the Zoning Code at Section 21-105(C). Those procedures were followed by the Applicant in this case.

13. The standards and criteria to be applied when considering a Conditional Use are set forth in the Zoning Code at Section 215-111(D)(1) -(5). There are no specific requirements for the warehousing use contained in Article VIII entitled Standards for Specific Uses.

14. The exhibits and testimony established that the Project located in a commercially developed area adjacent to the Industrial Park is in harmony with the purposes, goals, objectives and standards of the Borough's Comprehensive plan, and that the proposed location of the Project is suitable for the proposed use in terms of the physical characteristics of the site.

15. The Applicant will be preparing and filing an application for approval of a Land Development Plan which will address a number of the specific requirements of Section 215-111(d) thereby demonstrating compliance with all Borough regulations such as zoning dimensional standards, stormwater management, and all other requirements of Borough Codes including Chapter 187 of the Borough code related to Subdivision and Land Development.

16. The Applicant has submitted written ability and willingness commitments to provide electric, water and natural gas services from the relevant utility companies.

17. The owner of the Project has purchased and been allocated 70 EDUs, or 12,250 gpd, of sewage flow from the Mount Pocono Sewer Authority which is available to the Project.

18. While no tenant or end user has been identified for the Project at this time, knowledge of similar existing warehouse facilities enables the Applicant to design the Project to accommodate the expected parking requirements, access needs and traffic flows generated by the Project

19. The Applicant has prepared and submitted a Conditional Use Traffic Narrative to evaluate the proposed traffic characteristics and identify the appropriate site access associated with the Project. As part of the Land Development and Highway Occupancy Permit process, the Applicant will be performing a formal Traffic Impact Analysis (TIS) and working with the Pennsylvania Department of Transportation (PADOT) and the Borough to accommodate traffic flows generated by the Project.

20. The Project will be accessed from Industrial Park Boulevard through an existing 60-foot right-of-way. This access roadway is the beginning of a connector relief route known as Pocono Star Boulevard which will connect Industrial Park Boulevard with SR 611 when completed. The Applicant will construct the first approximately 1800 linear feet of the connector road, and provide the additional right-of-way through the rest of the subject property to facilitate the future construction of Pocono Star Boulevard.

21. The Project will not result in a substantial undue adverse effect on adjacent property, the character of the neighborhood parking, public improvements, public sites or rights-of-way, adjacent property values or other matters effecting public health, safety or welfare.

22. The proposed use would not impose an undue burden on any of the improvements, facilities or utilities and services of the Borough.

23. Borough Council further finds that the additional factors set forth in Section 215-111(D)(5) are satisfied, however Council will provide a condition to address concern about a second emergency access to the site in this decision.

24. The Borough Planning Commission has recommended approval of the Application conditioned upon the establishment of an emergency access as aforementioned.

DECISION

The Borough Council of the Borough of Mount Pocono approves the Conditional Use Application of Clarius Partners LLC for CP Mt. Pocono LLC with the following conditions.

1. Applicant shall submit a detailed site plan to the Borough for Land Development approval which, in addition to the requirements of Chapter 187 of the Code of the Borough of Mount Pocono, shall accomplish the following:

a. Establish for emergency purposes a secondary access for ingress and egress other than the main access to Industrial Park Drive. The Applicant has proposed an access

limited to right in and right out turns to SR 940 from the Project. This is acceptable, however, it shall be the responsibility of the Applicant to verify the feasibility of that access as part of the submission of the Land Development Plan, and to obtain, before the recording of the final Land Development Plan the required highway occupancy permit from the PADOT.

b. Delineate and dedicate to the Borough a sixty (60) foot wide right-of-way from the main project access at Industrial Park Drive to the northeastern boundary of the property adjacent to the Sarajian property substantially as set forth on the site plan introduced as Exhibit A -5 to the record of the Conditional Use hearing.

c. Construct in the right-of-way an approximately 1800-foot access street to a cul-de-sac also as shown on Exhibit A-5. The street shall be constructed to Borough and PADOT standards, and the Borough Engineer shall have the opportunity to review and approve the proposed construction specifications. The Applicant is not required to construct streets or roads beyond the cul-de-sac as shown on Exhibit A-5.

2. The Applicant shall conduct a detailed Traffic Impact Study based upon the projected scenarios for vehicular and truck/trailer traffic generated by the ultimate user, or if not known then the likely users, of the warehouse facility. The Applicant shall include the Borough Traffic Engineer in the preparation of the TIS, and also with any discussions with the PADOT regarding highway occupancy requirements, and any off-site improvements that may be required by the PADOT. The Applicant shall be responsible for the costs to construct any off -site street and/or intersection improvements required by the PADOT in its Highway Occupancy Permit for access to the Applicant's Project.

3. The adjacent property identified as the Lot 28 project is constructing a warehouse facility and is in need of a secondary access to and from the project, and has proposed to locate the access point at the portion of the street to be constructed by the Applicant to access the Applicant's Project. As a condition of approval of this project, the Applicant agrees to allow this access subject to an approval by the Applicant of the location and design of the access point, and an agreement that Lot 28 will pay for all costs related to the design and construction of the connection. Neither the Land Development Plan approval nor the construction of the Applicant's Project shall be delayed as a result of this condition. The burden shall be on the owner of Lot 28 to coordinate with the Applicant's schedule so as not to cause any delay.

The granting of the Conditional Use Approval herein subject to conditions is without prejudice to Borough Council to establish additional conditions as the law may permit in conjunction with the approval of the Land Development Plan.

BY ORDER OF THE MOUNT POCONO BOROUGH COUNCIL

Date: June 7, 2021

By: Francis R. O'Boyle
Francis R. O'Boyle, President

BY: Tommy Neville
Tommy Neville, Vice President

By: Claudette Williams
Claudette Williams

BY: Aida Montanez
Aida Montanez

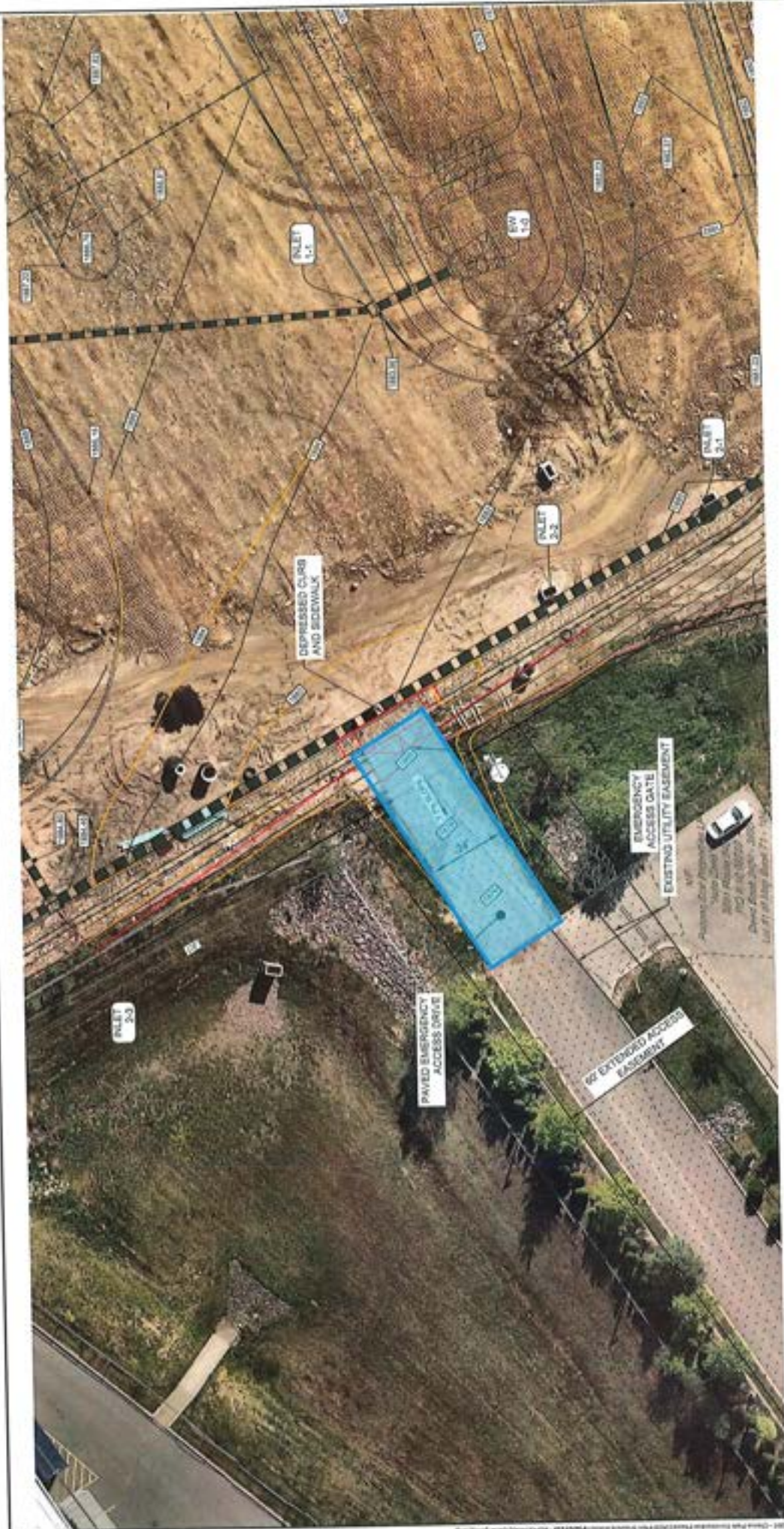
By: Patty Bucco
Patty Bucco

By: Stacy Stewart-Keeler
Stacy Stewart-Keeler

By: _____
Ron Emilie

ATTEST:

Joshua Walker
Joshua Walker, Borough Manager
(SEAL)



PROJECT NO. NEWC022001
 DATE: 08/08/2023
 SCALE: 1" = 30'
 FIGURE 1 of 1

FILE NO. - JCH
 DESIGNER -
 CHECKER -

ALTERNATIVE EMERGENCY ACCESS
 FOR
CLARIUS PARK I-380
 FOR
 NEWLAND CAPITAL GROUP
 MOUNT PLEASANT BRIDGE, MONROE COUNTY, PENNSYLVANIA

PENNONI ASSOCIATES INC.
 3021 NEW ROAD, SUITE 102
 HARRISBURG, PA 17108
 T: 717.875.8481 F: 717.875.8480





ALTERNATIVE EMERGENCY ACCESS
 TO
 CLAYTON PARK JAM
 10000 W. 10th Street, Suite 100
 Overland Park, KS 66204
 Phone: 913.241.1100
 Fax: 913.241.1101
 Email: info@penneys.com

PROJECT NO.	DATE
CLIENT	SCALE
DRAWN BY	CHECKED BY
DATE	DATE
PROJECT	SHEET NO.
TOTAL SHEETS	



Memo

To: Matthew Frank, Newland Capital Group
From: Robert Hoffman, P.E., PTOE, Traffic Planning & Design, Inc.
Date: September 7, 2023
Re: Revised Access – Mount Pocono Crossings
 Mount Pocono Borough, Monroe County, PA
 TPD# SSAA 00049

As requested, Traffic Planning and Design, Inc. (TPD) has evaluated operations at the intersection of Route 940 & Industrial Park Drive with the removal of the previously proposed right-in/right-out driveway serving the warehouse facility. Previous plans for the site included two driveways; one access to Industrial Park Drive via Pocono Star Boulevard and one right-in/right-out access to Route 940. With the removal of the right-in/right-out driveway, all site traffic will utilize Industrial Park Drive. The revised traffic volumes are shown on the attached schematic figures.

Assuming closure of the right-in/right-out driveway and the reassigned traffic volumes, TPD performed capacity analyses at the intersection of Route 940 & Industrial Park Drive for the weekday A.M. and weekday P.M. peak hours using the Synchro 11 software according to the methodologies contained in the Highway Capacity Manual (HCM), 6th Edition. The results are summarized in **Table 1**.

TABLE 1
 LEVEL OF SERVICE/DELAY (SECONDS) SUMMARY
 INTERSECTION OF ROUTE 940 & INDUSTRIAL PARK DRIVE

Movement	Weekday A.M. Peak Hour			Weekday P.M. Peak Hour		
	Existing Condition	Design Year 2028		Existing Condition	Design Year 2028	
		Base	Projected		Base	Projected
EB L	D	D	D	D	D	D
EB T	B	A	B	C	C	C
EB R	A	A	A	B	B	B
WB L	D	D	D	D	D	D
WB T	A	A	A	B	B	C
WB R	A	A	A	B	B	B
NB L	D	D	D	D	D	D
NB T	A	A	A	D	A	D
NB R	D	D	D	D	D	D
SB L	D	D	D	D	D	D
SB L/T	D	D	D	D	D	D
SB R	A	A	A	A	C	D
ILOS	B (14.3)	B (10.7)	B (18.3)	C (26.1)	C (26.9)	C (31.8)

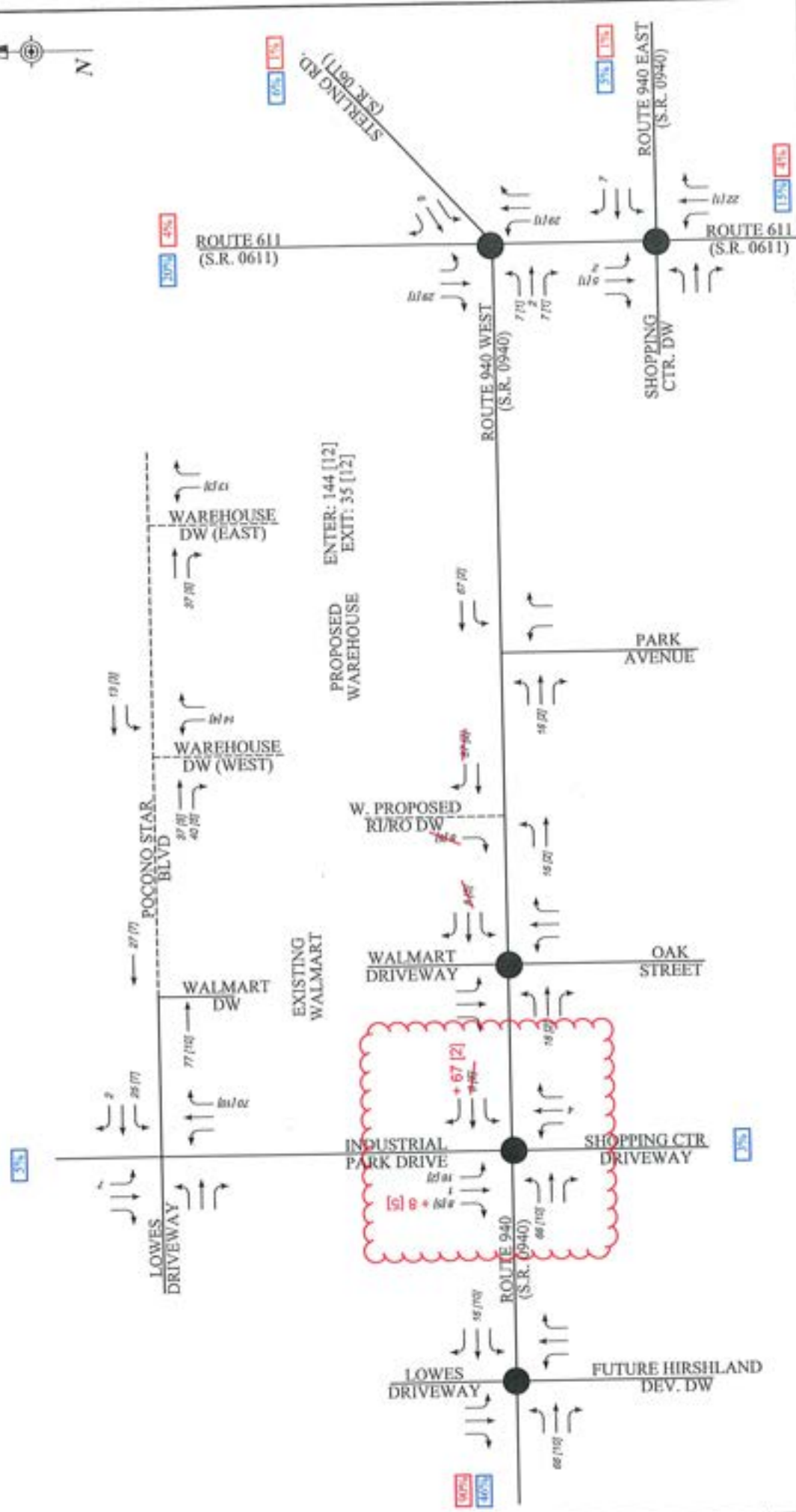
TPD also conducted 95th percentile queue analyses at the intersection of Route 940 & Industrial Park Drive for the weekday A.M. and weekday P.M. peak hours using the Synchro 11 software. For this analysis, the 95th percentile queue is defined as the queue length that is exceeded in 5% of the signal cycles. As an example, for a signal with a 90-second cycle, this means that the 95th percentile queue length will be exceeded during 2 of the 40 signal cycles that occur during the peak hour. The results are summarized in **Table 2** for the analyzed peak hours.

TABLE 2
95th PERCENTILE QUEUE LENGTH (FEET)
INTERSECTION OF ROUTE 940 & INDUSTRIAL PARK DRIVE

Movement	Storage Length	Weekday A.M. Peak Hour		Weekday P.M. Peak Hour	
		Design Year 2028		Design Year 2028	
		Base	Projected	Base	Projected
EB L	360'	93	133	70	88
EB T	--	120	130	223	238
EB R	350'	23	25	70	75
WB L	200'	20	20	88	88
WB T	--	28	58	203	238
WB R	250'+	8	33	25	45
NB L	180'	48	48	103	110
NB T	180'	0	0	0	150
NB R	180'	18	18	30	30
SB L	410'	40	43	103	140
SB L/T	410'	48	53	125	188
SB R	385'	0	0	13	105

Based on the analysis performed, the intersection of Route 940 & Industrial Park Drive will operate at the same overall intersection level of service (ILOS) under 2028 base conditions and 2028 projected conditions with all movements operating at an acceptable level of service D or better. The 95th percentile queue length can be accommodated within the available storage length for all turning movements. It is important to note that the operational results (levels of service and queues lengths) are generally consistent with the findings of the original traffic study prepared for this project assuming the right-in/right-out driveway. Therefore, it is our opinion that the elimination of the right-in/right-out driveway will not have a detrimental effect on traffic operations at the signalized intersection of Route 940 & Industrial Park Drive.

Attachments: Revised Trip Redistribution Figures



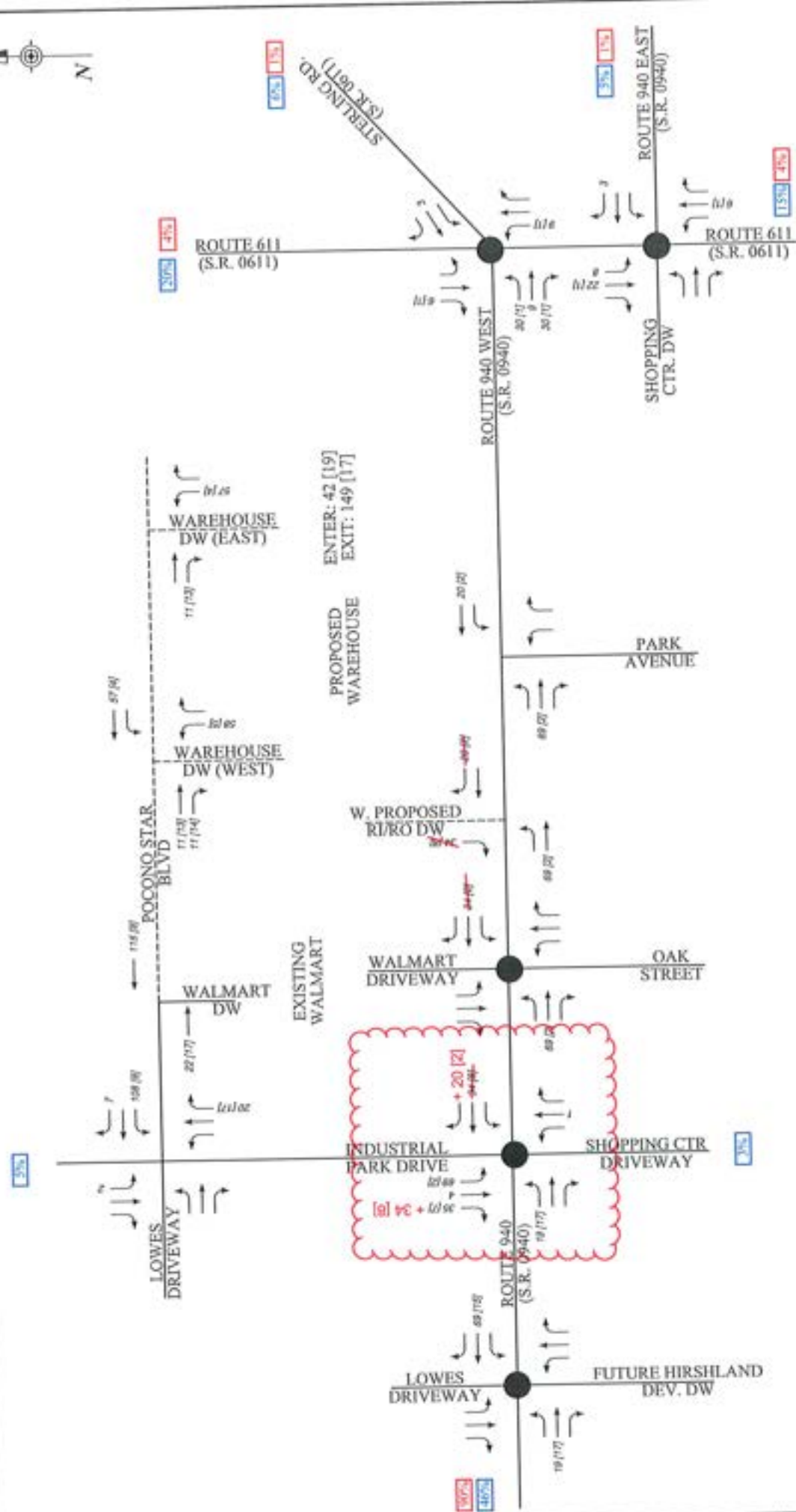
TFP
 TRANSPORTATION PLANNING AND DESIGN, INC.
 www.tfpinc.com | 813.353.3100 | tfp@tfpinc.com

PROJECT: ROUTE 940 WEST
 MAPLEWOOD, NEW JERSEY
 DATE: 11/20/2010

FIGURE 15

63.5% = CAR DISTRIBUTION %
 36.5% = TRUCK DISTRIBUTION %

KEY:
 ● SIGNALIZED INTERSECTION
 --- PROPOSED DRIVEWAY
 SCHEMATIC DRAWING; NOT TO SCALE

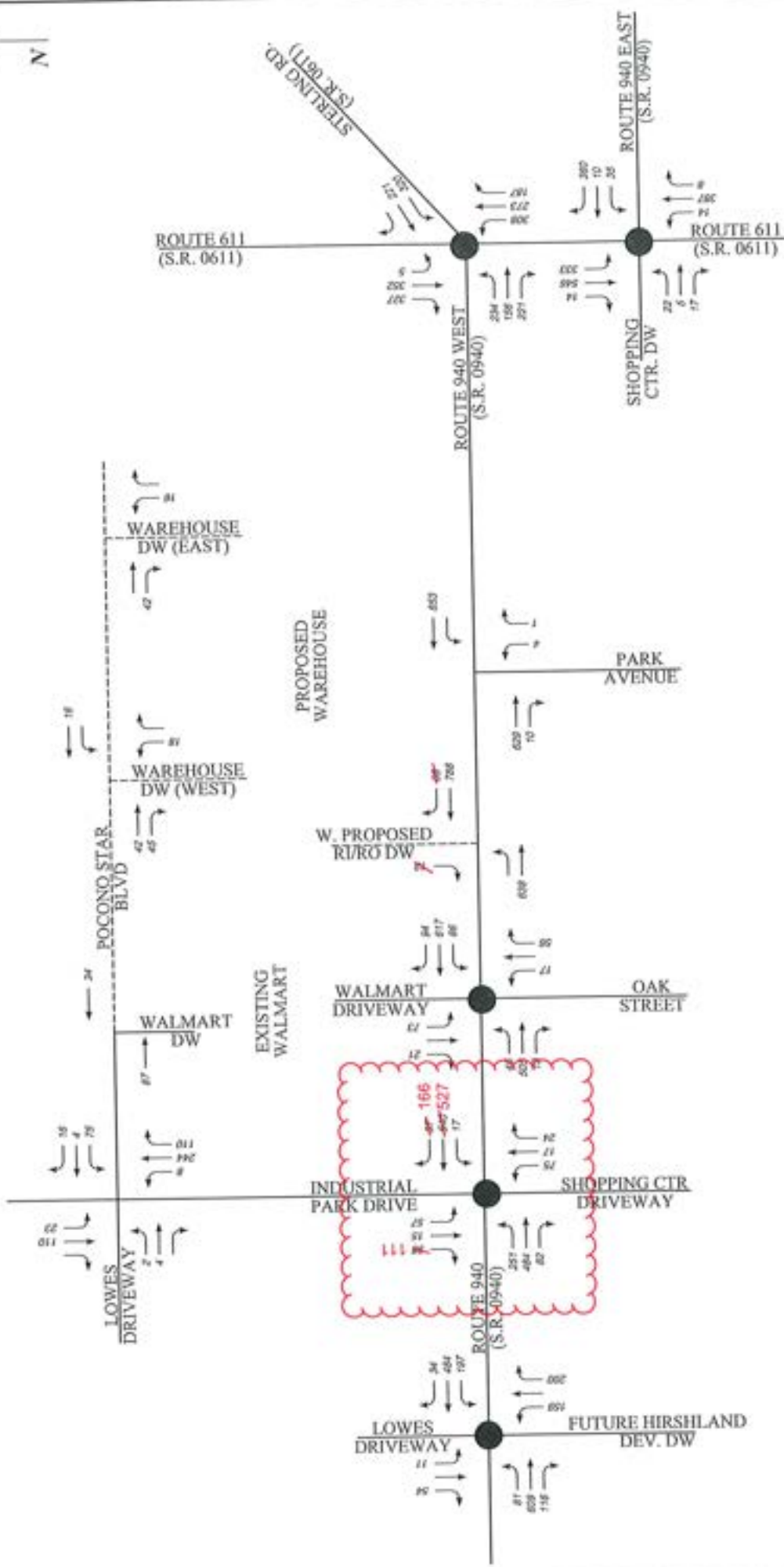


TFP
 TRAFFIC PLANNING AND DESIGN, INC.
 8700 ALBERTA
 WASHINGTON, MO 63090
 314-234-1100

FIGURE 11

47% = CAR DISTRIBUTION %
2.02% = TRUCK DISTRIBUTION %

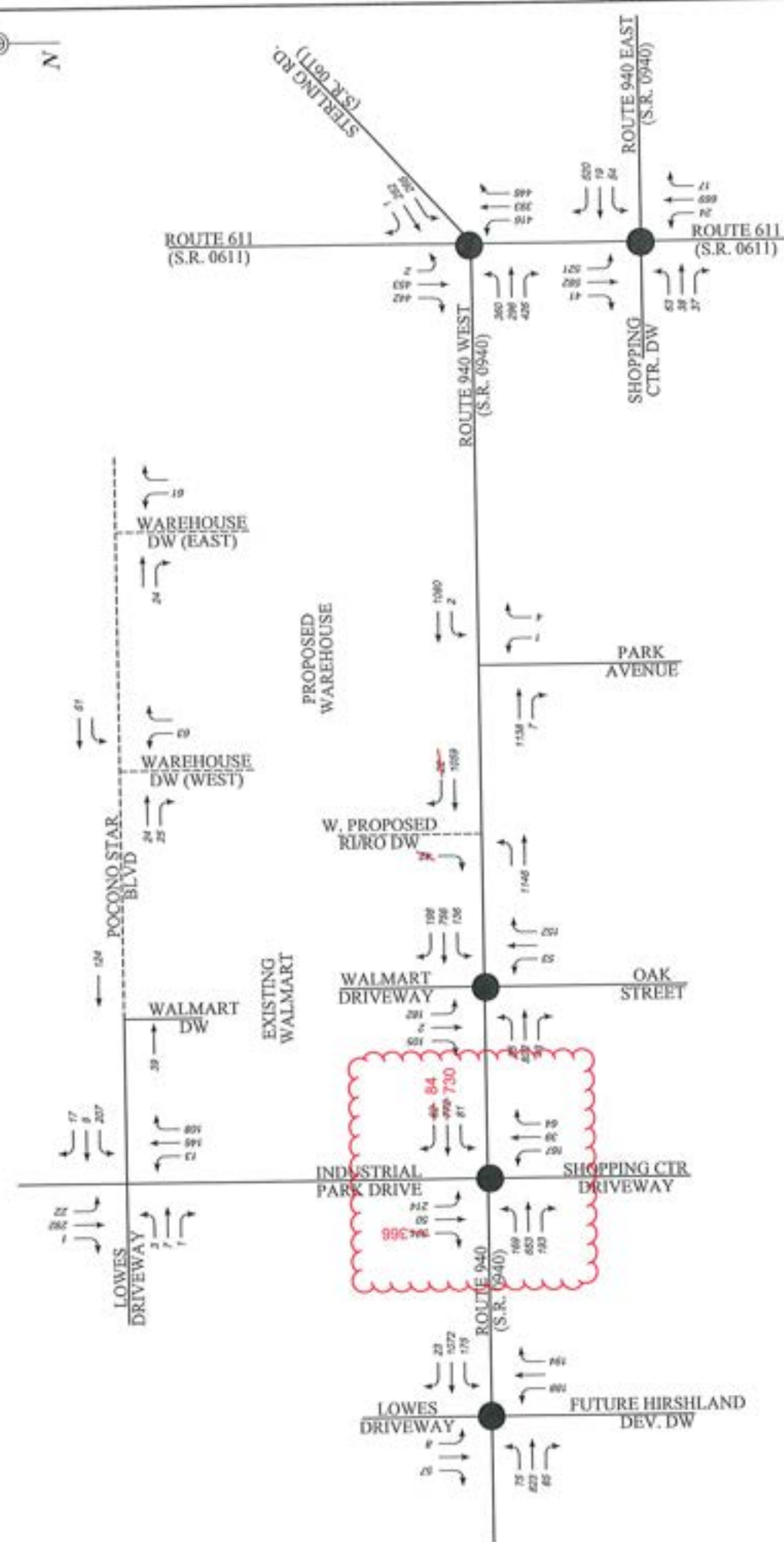
KEY:
 ● SIGNALIZED INTERSECTION
 --- PROPOSED DRIVEWAY
 - - - SCHEMATIC DRAWING-NOT TO SCALE



TFP
TRAFFIC PLANNING AND DESIGN, INC.
www.tfpinc.com 610.326.3700 tpe@tfpinc.com

FIGURE 14
2025 PROJECTED CONDITIONS
WEEKDAY AM PEAK HOUR
TRAFFIC VOLUMES

KEY:
● SIGNALIZED INTERSECTION
--- PROPOSED DRIVEWAY
SCHEMATIC DRAWING-NOT TO SCALE



TFP
 TRAFFIC PLANNING AND DESIGN, INC.
 www.tfpinc.com | 610.261.3200 | tpc@tfpinc.com

FIGURE 15
 2025 PROJECTED CONDITIONS
 WEEKDAY PM PEAK HOUR
 TRAFFIC VOLUMES

KEY:

- SIGNALIZED INTERSECTION
- PROPOSED DRIVEWAY
- SCHEMATIC DRAWING; NOT TO SCALE

9/5^D
45P
2N

Tax 10/7/1/2

MOUNT POCONO, PA STORE #2365

**EASEMENTS WITH COVENANTS AND
RESTRICTIONS AFFECTING LAND ("ECR")**

THIS AGREEMENT made this 5th day of May, 1999, by and
between POCONO STAR PROPERTIES, a Pennsylvania Limited Partnership
("Pocono Star Properties" and/or "PSP") and WAL-MART REAL ESTATE
BUSINESS TRUST, a Delaware business trust ("Wal-Mart").

BACKGROUND

Wal-Mart and Pocono Star Properties are the owners of
certain tracts, pieces or parcels of land lying situate and being
in the Borough of Mount Pocono, County of Monroe and Commonwealth
of Pennsylvania, hereinafter described, and desire that their
respective properties be held, sold, and conveyed subject to the
easements, covenants, conditions, restrictions, rights, and
affirmative obligations set forth in this instrument all of which
are established for the purpose of enhancing the marketability and
desirability of their respective properties and all of which
rights, affirmative obligations, easements, covenants,
restrictions, and conditions shall run with the land and shall be
binding upon all parties having or acquiring any right, title or
interest in and to the hereinafter described property.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound hereby, do hereby agree as follows:

1. **Definitions.** The following terms as utilized in this Agreement shall have the meanings, definitions, and references as hereinafter provided:

(a) **Building Areas:** The area permitted by Mount Pocono Borough Ordinance for improvement within the lot lines of any lot depicted on the Subdivision Plan or otherwise designated on the Subdivision Plan or Land Development Plan for such lot as the Building Area.

(b) **Common Areas:** The Common Areas shall consist of all of the following areas denoted on the Subdivision Plan and/or the Wal-Mart Land Development Plan as well as certain improvements not depicted on the Subdivision Plan or the Wal-Mart Land Development Plan that may be constructed hereafter:

(1) The POCONO STAR BOULEVARD RIGHT-OF-WAY on Lot No. 4 as depicted on the Subdivision Plan and the Wal-Mart Land Development Plan;

RECORDER OF DEEDS
MONROE COUNTY
PENNSYLVANIA

INSTRUMENT NUMBER

199916618

RECORDED ON

May 11, 1999
2:50:05 PM

RECORDING FEES	\$95.00
STATE WRIT TAX	40.50
COUNTY ARCHIVES FEE	\$1.00
ROD ARCHIVES FEE	\$1.00
TOTAL	\$97.50

(2) The WAL-MART DRIVE on Lot No. 3 as depicted on the Subdivision Plan and the Wal-Mart Land Development Plan;

(3) WAL-MART DRIVEWAY ACCESS AND UTILITY EASEMENT on Lot No. 3 as depicted on the Subdivision Plan and the Wal-Mart Land Development Plan;

(4) The STORMWATER DRAINAGE AREA on Lot No. 3 designated as Sedimentation/Detention Basin No. 1 on the Wal-Mart Land Development Plan (Sheet S-8 entitled "Erosion and Sedimentation Control Plan"); and

(5) The following improvements, if constructed, shall be Common Areas subject to the terms and conditions of this Agreement:

(i) The extension of the WAL-MART DRIVEWAY ACCESS AND UTILITY EASEMENT to the west across Lot No. 2 to the intersection with Industrial Park Drive;

(ii) The extension of the WAL-MART DRIVEWAY ACCESS AND UTILITY EASEMENT to the east across Lot No. 1 and over Lot No. 4;

(iii) Any entrance and high-volume driveway providing a means of ingress, egress, and regress to and from Pennsylvania Route 940 at any location upon Lot No. 4 which

connects with the extension of the WAL-MART DRIVEWAY ACCESS AND UTILITY EASEMENT or the POCONO STAR BOULEVARD RIGHT-OF-WAY; and

(iv) POCONO STAR BOULEVARD RIGHT-OF-WAY on Lot No. 4 as depicted on the Subdivision Plan.

(c) Discount Department Store: a discount retail store exceeding 50,000 square feet that includes, or is substantially similar to, K-Mart, Target, Ames, and Hills.

(d) Out Parcels: Lot Nos. 1 and 2 as depicted on the Subdivision Plan;

(e) PSP Property: Lot Nos. 1, 2, 4, and 5 depicted on the Subdivision Plan and constituting part of that certain premises described in a certain Deed recorded on June 13, 1995 in the Recorder's Office in Record Book Volume 2009, Page 1429;

(f) Parking Area: The number of parking spaces required by Mount Pocono Borough Ordinances for the parking of motor vehicles on any lot denoted on the Subdivision Plan or the number of vehicle parking spaces set forth on any approved Land Development Plan for any such lot.

(g) Recorder's Office: The Office for the Recording of Deeds, etc., at Stroudsburg, Pennsylvania, in and for the County of Monroe;

(h) Subdivision Plan: The plan entitled "Major Subdivision Plan, Arthur Berry, Jr. & Bruce Berry Subdivision" prepared by Michael J. Pasonick, Jr., Inc. and intended to be recorded in the Recorder's Office immediately prior to the recordation of this Agreement, which Subdivision Plan as so recorded is incorporated herein by this reference;

(j) Wal-Mart Land Development Plan: The plan entitled "Major Land Development Plans, Wal-Mart Real Estate Business Trust, Route 940, Mount Pocono Borough, Monroe County, PA" prepared by Michael J. Pasonick, Jr., Inc. and intended to be recorded in the Recorder's Office immediately prior to the recordation of this Agreement, which Land Development Plan as so recorded is incorporated herein by this reference;

(k) WAL-MART DRIVE: The high-volume entrance and driveway on the northern right-of-way line of Pennsylvania Route 940 immediately to the north of and aligned with Oak Street as depicted on the Subdivision Plan and the Wal-Mart Land Development Plan;

(l) Wal-Mart Property: Lot No. 3 as depicted on the Subdivision Plan and as more fully described on Exhibit "A" annexed hereto and made part hereof by this reference.

2. Outparcel Design and Construction.

(a) Buildings. The design and construction of buildings within the Building Areas of the lots constituting the Out Parcels shall be of high quality. No building on the Out Parcels shall have a metal exterior other than canopies, trim and other architectural detail.

(b) Location. No building shall be constructed on the Out Parcels, either for immediate development or future expansion, except within the Building Area.

(c) Outparcel Development. Lot Nos. 1 and 2 shall be developed only under the following guidelines:

(1) No building(s) constructed on either Lot No. 1 or Lot No. 2 shall exceed twenty-four (24') feet in height, as measured from the mean finished elevation of the Parking Area of the respective Lot Nos. 1 and 2.

(2) The aggregate square footage of any building or buildings constructed on Lot No. 1 (excluding loading and refuse removal areas) shall not exceed 6,250 square feet in size without the prior written approval of Wal-Mart. Notwithstanding the foregoing, no more than two (2) buildings may be constructed upon Lot No. 1.;

(3) The aggregate square footage of any building or buildings constructed on Lot No. 2 (excluding loading and refuse removal areas) shall not exceed 12,000 square feet in size without the prior written approval of Wal-Mart. Notwithstanding the foregoing, no more than two (2) buildings may be constructed upon Lot No. 2.;

(4) Any rooftop equipment on Lot Nos. 1 and 2 shall be screened in a manner reasonably satisfactory to Wal-Mart;

(5) No rooftop sign (i.e., sign attached to the roof and above the permitted twenty-four (24') foot roof peak) shall be erected on any building constructed on either Lot No. 1 or Lot No. 2;

(6) No freestanding identification sign may be erected on either Lot No. 1 or Lot No. 2 at variance to local ordinance without the prior approval of Wal-Mart. In no event or circumstance whatsoever shall any freestanding identification sign on Lot Nos. 1 or 2 exceed the height of the Wal-Mart pylon sign or block or unreasonably interfere with the visibility of the Wal-Mart store or Wal-Mart pylon sign. In the absence of a Wal-Mart pylon sign, no freestanding identification sign on Lot Nos. 1 or 2 shall be at variance with Mount Pocono Borough ordinances then in

effect. Notwithstanding the foregoing, entrance-exit signs may be erected on Lot Nos. 1 and 2 to facilitate the free flow of traffic, which entrance-exit signs shall be of a monument type, shall not exceed 3' 3" in height, and the type and location of such signs shall not be at variance to local ordinance without the prior written approval of Wal-Mart;

(7) No improvements shall be constructed, erected, expanded or altered on Lot Nos. 1 and 2 until the plans for same (including site layout, exterior building materials and colors, finishes and parking) have been approved in writing by Wal-Mart. If Wal-Mart objects to plans for improvements on Lots Nos. 1 and 2 pursuant to this paragraph, such objection(s) shall be in good faith and shall be based upon non-compliance with the provisions of this Agreement or issues specified in paragraph 2(c) of this Agreement;

(8) Lot Nos. 1 and 2 shall provide and maintain a parking ratio of: (a) ten (10) parking spaces for every one thousand (1,000) square feet of building space for any restaurant or entertainment use less than five thousand (5,000) square feet in size, provided, however, if any restaurant or entertainment use exceeds five thousand (5,000) square feet in

size, then, and in such event, the required parking ratio shall be ten (10) parking spaces for every one thousand (1,000) square feet of building space for the first five thousand (5,000) square feet of building space and fifteen (15) parking spaces for every one thousand (1,000) square feet of building space in excess of five thousand (5,000) square feet in size; or (b) five and one half (5-1/2) parking spaces per one thousand (1,000) square feet of building space for any other use;

(9) Landscaping areas shall be installed and maintained on Out Parcel Lot Nos. 1 and 2 pursuant to local ordinance, and shall not be at variance to local ordinance unless otherwise approved by Wal-Mart.

(10) Until graded, Lot Nos. 1 and 2 shall be maintained in their natural condition. Following grading of Lot Nos. 1 and/or 2 each of said lots shall be kept neat, orderly, planted in grass and trimmed;

(11) Ingress and egress to and/or from Lot No. 2 shall be made only from Industrial Park Drive and/or from the WAL-MART DRIVEWAY ACCESS AND UTILITY EASEMENT unless otherwise required by governmental authority for proper ingress and egress to and/or from Lot No. 2. In no event, however, shall the owner,

lessee, or developer of Lot No. 2 locate any ingress or egress to or from Lot No. 2 along the southern boundary line of Lot No. 2 (also the northern right-of-way line of Pennsylvania S.R. 940) nor shall any such owner, lessee, or developer locate or construct more than two (2) curb cuts whose opening(s) in the aggregate shall exceed sixty (60) lineal feet unless required by governmental authority for proper ingress and egress to and from Lot No. 2.

(12) Unless otherwise required by governmental authority, ingress and egress to and/or from Lot No. 1 shall be made only from Lot No. 4 or from the extension of the WAL-MART DRIVEWAY ACCESS AND UTILITY EASEMENT to the east across Lot No. 1 if such extension is designed and constructed by PSP at its sole cost and expense. In no event, however, shall the owner, lessee, or developer of Lot No. 1 locate any ingress or egress to or from Lot No. 1 along the southern boundary line of Lot No. 1 (also the northern right-of-way line of Pennsylvania S.R. 940) nor shall any such owner, lessee, or developer locate or construct more than two (2) curb cuts whose opening(s) in the aggregate shall exceed sixty (60) lineal feet unless required by governmental authority for proper ingress and egress to and from Lot No. 1.

3. Restrictions on Use of the Out Parcels:

(a) All buildings, structures or improvements on

the Out Parcels shall only be used for retail or commercial purposes. No building, structure or improvement on the Out Parcels may be used without Wal-Mart's prior written consent, for a: (i) theater; (ii) night club; (iii) bowling alley; (iv) health spa; (v) cafeteria; (vi) billiard parlor or other place of recreation or amusement (such as video parlor or arcade); (vii) a business whose principle business is serving, selling, or otherwise dispensing alcoholic beverages or alcoholic products for on-site or off-site use, except for restaurants; and/or (viii) discount department store or a variety, general or "dollar" store;

(b) Each owner(s) of a lot constituting part of the Out Parcels, as well as each owner(s) of Lot No. 4 after the WAL-MART DRIVEWAY ACCESS AND UTILITY EASEMENT is extended to the east into Lot No. 4, or any occupant or tenant thereof shall maintain comprehensive public liability insurance, property damage and all-risk hazard insurance on such property and all buildings, appurtenances and other improvements located on such property. Such insurance shall (i) be carried with reputable companies licensed to do business in the Commonwealth of Pennsylvania; (ii) have liability limits of at least One Million (\$1,000,000.00) Dollars for each occurrence, bodily injury and property damage

combined; (iii) provide for full replacement value for the buildings and improvements covered thereunder; and (iv) not be subject to change, cancellation or termination without at least thirty (30) days prior written notice to Pocono Star Properties and Wal-Mart;

4. Curb Cuts. Wal-Mart reserves the right, liberty, and privilege of locating and constructing at its cost and expense up to three curb cuts accessing POCONO STAR BOULEVARD RIGHT-OF-WAY, provided, however, Wal-Mart shall not construct or install said curb cuts until the construction of POCONO STAR BOULEVARD RIGHT-OF-WAY is completed by Pocono Star Properties, its successors or assigns. Wal-Mart further reserves the right, liberty, and privilege of utilizing POCONO STAR BOULEVARD RIGHT-OF-WAY for vehicular and pedestrian ingress, egress, and regress by its invitees, vendors, customers, agents, servants, and employees to and from the Wal-Mart Property in the event Pocono Star Properties, its successors and assigns, improves and constructs POCONO STAR BOULEVARD RIGHT-OF-WAY for vehicular use, provided, however, Wal-Mart shall first pay Pocono Star Properties a pro rata share of the documented and paid construction costs for POCONO STAR BOULEVARD RIGHT-OF-WAY which pro rata share shall be determined based upon a

ratio of the projected vehicle trip generation from Lot No. 3 utilizing POCONO STAR BOULEVARD RIGHT-OF-WAY with the projected vehicle trip generation from all improvements on Lot No 4. utilizing POCONO STAR BOULEVARD RIGHT-OF-WAY as said projected traffic trip generation is calculated and determined by a mutually satisfactory reputable and experienced licensed Pennsylvania traffic engineer using the then most current Institute of Transportation Engineer's data.

5. Competing Business. Pocono Star Properties covenants and agrees that as long as Wal-Mart, or any affiliate of Wal-Mart, is the user of Lot No. 3, either as owner or lessee: (a) no space in or any portion of Lot No. 4 depicted on the Subdivision Plan shall be leased or occupied by or conveyed to any other person or entity for use as a discount department store until after December 31, 2008; (b) after January, 1, 2009, no front door of any discount department store having potential access across WAL-MART DRIVE shall be positioned within a one quarter mile (1,320 feet) arc to the east of the Wal-Mart front door; and (c) any land development proposed for Lot No. 4 of the Subdivision Plan shall be designed and laid out with at least one (1) new high-volume driveway and entrance off of Pennsylvania S.R. 940 designed and

constructed to effectively provide a complete means of ingress, egress, and regress for deliveries, service, customers or other vehicles to Lot No. 4. In the event the conditions set forth in this paragraph 5 are violated or breached, Wal-Mart shall have the option, but not the obligation, to terminate the rights and easements herein set forth benefitting Lot No. 4 and/or to pursue any relief that may be available at law or in equity in the event the covenants, conditions, and obligations set forth in this paragraph 5 are breached or violated.

6. No Covenant to Build or Commence Operations.

Notwithstanding anything to the contrary contained herein, it is expressly agreed that nothing contained in this Agreement shall be construed to contain a covenant by either party hereto, either express or implied, to either commence the operation of a business or thereafter continuously operate a business by either Wal-Mart or Pocono Star Properties on their respective property depicted on the Subdivision Plan. Both Wal-Mart and Pocono Star Properties recognize and agree that the other party may, in its sole discretion and at any time during the term of this Agreement, cease the operation of its business(es) on its respective property; and both Wal-Mart and Pocono Star Properties hereby mutually waive

their respective rights to commence any legal action for damages or for equitable relief which might be available arising out of such cessation of business activity and/or the decision not to commence the operation of a business.

7. Use of Common Areas.

(a) Grant of Easements.

(1) Under and subject to the terms, covenants, conditions, and restrictions of this Agreement, each party, as grantor, hereby grants and conveys to the other party, as grantee, for the use of their respective customers, agents, invitees, licensees, tenants, and employees the non-exclusive rights, in common, of ingress, egress, and regress by motor vehicle over and upon the Common Areas described in Paragraphs 1(b) (1), (2), (3) and (5) hereof.

(2) (i) Wal-Mart, as grantor hereby, grants and conveys to Pocono Star Properties, as grantee, the non-exclusive right, in common with Wal-Mart's stormwater discharge from Lot No. 3, to discharge stormwater from Lot No. 2 into: (a) the STORMWATER DRAINAGE AREA on Lot No. 3 based upon an 80% impervious (buildings/pavement) cover on Lot No. 2 at a return frequency of twenty-five (25) years; and (b) an eighteen (18") inch

storm water drainage pipe and associated drainage structures at the southeastern corner of Lot No. 2 which extend under a portion of the WAL-MART DRIVE on Lot No. 3, all as more fully depicted on the Subdivision Plan and Land Development Plan subject, however, in each case, to the approval of any governmental authorities and agencies having jurisdiction. All other required stormwater control measures necessary for the development of Lot No. 2 shall be accommodated within the property limits of the PSP Property (exclusive of Lot No. 3) and at the expense of the owner or developer of Lot No. 2.

(ii) Pocono Star Properties, as grantor, hereby grants and conveys to Wal-Mart, as grantee, the right to discharge stormwater from the STORM WATER DRAINAGE AREA onto Lot No. 5 in accordance with the design of Detention Basin No. 1 to be constructed on Lot No. 3 and as approved by the Borough of Mount Pocono.

(b) Limitations on Use. The parties use of the Common Areas shall be under and subject to the following covenants and restrictions:

(1) Customers. Each party shall use reasonable efforts to prevent customers and invitees from parking on or otherwise obstructing the Common Areas.

(2) Employees. Each party shall use reasonable efforts to ensure that employees shall not park on or otherwise obstruct the Common Areas.

(3) General. Persons using the Common Areas in accordance with this Agreement shall not be charged any fee for such use.

(4) Heavy Truck Traffic. Pocono Star Properties shall use its best reasonable efforts to ensure that WAL-MART DRIVE shall not be used for heavy truck or construction equipment ingress, egress, or regress to Lot Nos. 1 and 4 (except for commercial store vendor deliveries to and from Lot No. 1) which best reasonable efforts shall include, without limitation, setting forth said restrictions in lease and/or deed restrictions with Lot Nos. 1 and 4 tenants and/or transferees, provided, however, in the event Lot No. 1 is developed prior to Lot No. 4 and there is no other means of construction equipment vehicular ingress, egress, and regress to Lot No. 1, then, and under such limited circumstances, the owner or developer of Lot No. 1 may utilize the WAL-MART DRIVE solely for ingress, egress, and regress by construction equipment working only in and upon Lot No. 1 and subject to all of the following conditions and restrictions:

a. The owner or developer of Lot No. 1 shall execute and deliver to Wal-Mart an indemnification and hold harmless agreement in form satisfactory to Wal-Mart;

b. The owner or developer of Lot No. 1 shall provide Wal-Mart a Certificate of Insurance and/or original insurance policies with limits of liability and coverage as may be reasonably requested by Wal-Mart;

c. The owner or developer of Lot No. 1 shall execute and deliver to Wal-Mart an agreement in form and with content satisfactory to Wal-Mart providing for the repair by the owner or developer of Lot No. 1, and at such owner or developer's sole cost and expense, of all damage to WAL-MART DRIVE resulting from any such construction activities. It shall be conclusively presumed that any damage to WAL-MART DRIVE was caused by such construction equipment and there shall be no burden, requirement, or obligation that Wal-Mart prove that said construction equipment actually caused any damage to WAL-MART DRIVE. Any damage to WAL-MART DRIVE shall be promptly repaired to the complete satisfaction of Wal-Mart. Wal-Mart shall have the right to require that said repair obligation be supported by a performance guarantee or performance bond satisfactory to Wal-Mart;

d. Any construction equipment utilizing WAL-MART DRIVE shall do so only during hours specified by Wal-Mart and, in no event, shall such use interfere with, obstruct, or block, in any manner whatsoever, the free flow of vehicular traffic utilizing WAL-MART DRIVE;

e. Wal-Mart may post signs on WAL-MART DRIVE stating "No Heavy Truck Traffic", or similar statement;

f. The owner or developer of Lot No. 1 shall promptly restore, at its sole cost and expense, any Common Area that was unreasonably disturbed or otherwise unreasonably affected by construction activities on Lot No. 1.

Notwithstanding the foregoing, no heavy trucks and/or construction equipment shall utilize WAL-MART DRIVE as a means of ingress, egress, and regress to Lot No. 4. All heavy trucks and construction equipment used in the development and improvement of Lot No. 4 shall be restricted to ingress, egress, and regress from another entrance and driveway at a location on Lot No. 4 accessing S.R. 940 from other than WAL-MART DRIVE.

(5) No Overburden of WAL-MART DRIVE. Pocono Star Properties shall not erect building(s) on Lot No. 4 without first making provision for additional access to and/or from

Pennsylvania S.R. 940, all at Pocono Star Properties sole cost and expense, to preclude overburdening of WAL-MART DRIVE. Notwithstanding the foregoing or any other provision of this Agreement to the contrary, Pocono Star Properties and/or the owner or developer of Lot No. 4 shall not cause a reduction in the level of service (as determined by generally accepted traffic engineering analysis using the Institute of Transportation Engineers data and/or actual vehicle counts) at any of the following without the prior written approval of Wal-Mart:

- a. The WAL-MART DRIVE; or
- b. the OAK STREET and S.R. 940

signalized intersection.

(c) Storm Water Drainage. Any alteration in the natural water flow which may occur as a natural consequence of normal construction activities shall be permitted, subject, however, to compliance with all applicable laws and regulations.

(d) No Barriers. Except as necessary for and during the repair, maintenance, and replacement of the Common Areas, neither party shall erect any barriers, fences or other obstructions to the free and unhampered use and benefit of the rights hereinabove set forth, except as expressly permitted by this

Agreement; provided, however, Wal-Mart shall have the unrestricted right to construct fencing around the STORMWATER DRAINAGE AREA. The owner(s) of Lot No. 2 shall have the unrestricted right to extend the WAL-MART DRIVEWAY ACCESS AND UTILITY EASEMENT over Lot No. 2 to the west, at no cost or expense to Wal-Mart and the owner(s) of Lot Nos. 1 and 4 shall have the unrestricted right to extend the WAL-MART DRIVEWAY ACCESS AND UTILITY EASEMENT over Lots Nos. 1 and 4 to the east, at no cost or expense to Wal-Mart, provided, however, that any such extension of the WAL-MART DRIVEWAY ACCESS AND UTILITY EASEMENT shall be subject to the terms, covenants, conditions, and restrictions set forth in this Agreement.

(e) No Implied Easements. Except as provided in this Agreement, there shall be no easements, either express or implied, created by either party in favor of the other.

8. Common Area Development, Maintenance, and Taxes.

(a) Development of Common Areas.

(1) Party Responsible for Construction of Common Areas.

(i) Wal-Mart shall have no obligation to either construct or contribute to the construction cost of any extensions of the WAL-MART DRIVEWAY ACCESS AND UTILITY EASEMENT.

(ii) Wal-Mart shall construct the following improvements as depicted on the Wal-Mart Land Development Plan at its sole cost and expense: (a) the WAL-MART DRIVEWAY ACCESS AND UTILITY EASEMENT on Lot 3 (b) WAL-MART DRIVE, (c) the STORMWATER DRAINAGE AREA, and (d) the portion of the POCONO STAR BOULEVARD RIGHT-OF-WAY at the intersection with Industrial Park Drive to be improved in conjunction with the development of the Wal-Mart Property (the "WAL-MART NORTHERN TRUCK ENTRANCE").

(2) "Parking Area" Ratio. Pocono Star Properties covenants and agrees that at all times following construction of buildings on the Out Parcels: (i) parking ratios shall be maintained on the Out Parcels pursuant to standards set forth in Paragraph 2(c)(8) hereof; and (ii) on Lot No. 4 there shall be independently maintained parking areas sufficient in size to comply with all local ordinances and requirements.

(3) Development Timing. Concurrent with the construction of a building on either the Wal-Mart Property or the PSP Property by either the fee title holder or a leasehold title holder of such property (not an easement title holder) (the "Developing Party"), any Common Areas on the property being developed, as well as the storm water drainage structures for such

Common Areas, shall be developed in accordance with the approved Final Land Development Plan for such property at the expense of such Developing Party. In the event construction on the Wal-Mart Property shall occur prior to development of the lots constituting the PSP Property, then, and in such event, Wal-Mart shall have the right to clear, grade, and seed Lot Nos. 1 and 2 in accordance with the Wal-Mart Land Development Plan at the expense of such Developing Party and, in addition, the Developing Party for Lot No. 3 shall install storm water drainage structures and utility lines on or below Lot No. 3 and to or along the common boundary line of Lot No. 3 with Lot Nos. 1 and 2 in accordance with the Wal-Mart Land Development Plan.

(3.1) Cost for Utility Lines Below Common Areas. Pocono Star Properties shall have the right at its cost and expense and in accordance with good engineering and construction practices and procedures and all necessary utility company and governmental approvals to connect to water, sewer, telephone and electric services, if any, located within the right-of-way of the WAL-MART DRIVEWAY ACCESS AND UTILITY EASEMENT and/or the sanitary sewer and water mains constructed by Wal-Mart adjacent to Lot No.

1 as said sanitary sewer and water mains are set forth on the approved Wal-Mart Land Development Plan.

(4) Grading License. Pocono Star Properties hereby grants and conveys to Wal-Mart a license over portions of Lot Nos. 1, 2 and 4 depicted on the Wal-Mart Land Development Plan including, without limitation, Drawing Nos. S-5, S-8, and S-9 pertaining to Erosion and Sedimentation Control Plans, for the purpose of removing trees, grading and constructing and installing swales and other erosion and sedimentation control measures in such areas in accordance with the Wal-Mart Land Development Plan. Upon completion of such tree removal, grading, and construction Wal-Mart shall seed and landscape the affected areas, at the expense of Wal-Mart, until stabilized. Subject to the approval of all governmental entities, agencies, and authorities having jurisdiction and subject, moreover, to prior notice to and approval by Wal-Mart, Pocono Star Properties shall have the right to modify the grading and erosion and sedimentation control measures constructed by Wal-Mart within the Grading License provided that any such modification is designed and constructed to fully accommodate storm water management and erosion and sedimentation control measures required for the use and enjoyment of the Wal-Mart

property in accordance with law, such modification and redesign to be at the sole cost and expense of Pocono Star Properties.

(b) Allocation of Certain Maintenance Costs Until Development of the PSP Property. In the event the Wal-Mart Property is developed prior to the PSP Property, then, until such time as one or more of the lots constituting the PSP Property is/are developed the parties agree that upon the commencement of operation of a business upon Lot No. 3 (if such commencement is so elected by and/or through the fee title holder of Lot No. 3), the fee title holder of Lot No. 3 (not an easement title holder) shall maintain in good condition and repair: (i) all improvements within the boundary lines of Lot No. 3, including, without limitation, any Common Areas on Lot No. 3; and (ii) the portion of the POCONO STAR BOULEVARD RIGHT-OF-WAY constituting the WAL-MART NORTHERN TRUCK ENTRANCE, provided, however, Wal-Mart's obligation to maintain the WAL-MART NORTHERN TRUCK ENTRANCE shall cease when POCONO STAR BOULEVARD RIGHT-OF-WAY is constructed and/or the owner of Lot No. 4 otherwise uses the POCONO STAR BOULEVARD RIGHT-OF-WAY, whichever event shall first occur, following which the respective fee title holders (not easement title holders) of Lot Nos. 3 and 4 shall pay or cause to be paid the maintenance, repair and replacement

expenses of all improvements within the boundary lines of their respective lots.

(c) Taxes. The fee title owners of all respective lots constituting the Wal-Mart Property and the PSP Property (not easement title holders) shall pay or cause to be paid directly to the appropriate taxing authorities all real property taxes and assessments which are levied against their respective lots.

9. Signs. Pocono Star Properties shall not place any pylon sign, or any other sign, on, in, or over the Common Areas on Lot Nos. 1, 2, and 3, other than monument signs or similar directional signs on the WAL-MART NORTHERN TRUCK ENTRANCE, provided, however: (i) Wal-Mart may at its cost erect a pylon sign or any other signage within any Common Area on the Wal-Mart Property; and (ii) except as set forth above and except with regard to the WAL-MART NORTHERN TRUCK ENTRANCE, nothing contained in this paragraph shall restrict Pocono Star Properties right to place pylon signs or other signage on, in, or over any Common Area on Lot No. 4.

10. Indemnification/Insurance.

(a) Indemnification. Each party hereto hereby indemnifies and saves the other party harmless from any and all

liability, damage, expense, causes of action, duties, claims, or judgments arising from personal injury, death, or property damage and occurring on or from its own property, except if caused by the act or negligence of the other party hereto.

(b) Insurance.

(1) Wal-Mart for the Wal-Mart Property and Pocono Star Properties for the PSP Property (until such time as a lot forming part of the PSP Property is conveyed or leased to another responsible party who shall thereby assume this obligation) shall procure and maintain in full force and effect throughout the term of this Agreement general public liability insurance and property damage insurance against claims for personal injury, death or property damage occurring upon, in or about its property, each party's insurance to afford protection to the limit of not less than One Million (\$1,000,000.00) Dollars for bodily injury or death of a single person, and to the limit of not less than One Million (\$1,000,000.00) Dollars for any one occurrence, and to the limit of One Hundred Thousand (\$100,000.00) Dollars for property damage. Each party shall provide the other party with certificates of such insurance from time to time upon written request to evidence that such insurance is in force. Such insurance may be written by

additional endorsement on any master policy of insurance carried by such party. Such insurance shall provide that the same may not be canceled without ten (10) days prior written notice to the other party.

(2) At all times during the term of this Agreement, each party shall keep improvements on its property insured against loss or damage by fire and other perils and events as may be insured against under the broad form of Uniform Extended Coverage Clause in effect from time to time in the Commonwealth of Pennsylvania, with such insurance to be for the full replacement value of the insured improvements.

(3) Policies of insurance provided for in this Paragraph 10 shall name Wal-Mart and Pocono Star Properties as insureds, as their respective interests may appear, and each party hereto shall provide to the other certificates evidencing the fact that such insurance has been obtained and is in force and in effect.

(4) Wal-Mart for itself and its property insurer hereby releases Pocono Star Properties, and Pocono Star Properties for itself and its property insurer hereby releases Wal-Mart from and against any and all claims, demands, liabilities or

obligations whatsoever for damage to each other's property or loss of rents or profits of either Wal-Mart or Pocono Star Properties resulting from or in any way connected with any fire or other casualty whether or not such fire or other casualty shall have been caused by the negligence or the contributory negligence of the party being released or by any agent, associate or employee of the party being released, this release being to the extent that such damage or loss is covered by the property insurance which the releasing party is obligated to carry hereunder, or, if the releasing party is not carrying such insurance, then to the extent such damage or loss would be covered if the releasing party had such insurance in force and effect.

(5) Notwithstanding anything to the contrary contained in this Paragraph 10, so long as the net worth of Wal-Mart exceeds One Hundred Million (\$100,000,000.00) Dollars, and so long as Wal-Mart is the owner or Lessee of Lot No. 3, Wal-Mart shall have the right to retain the financial risk for up to One Million Five Hundred Thousand (\$1,500,000.00) Dollars per claim.

(6) The amounts of insurance and limits of liability for each of the policies hereinabove set forth shall be increased as the parties hereto may reasonably require from time to

time to account for inflation or generally increased insurance settlements or jury verdicts and/or to amounts which are commercially reasonable for similar properties and uses within Northeastern Pennsylvania.

11. Rights and Obligations of Lenders. If by virtue of any right or obligation set forth herein a lien shall be placed upon the property of either party hereto, such lien shall be expressly subordinate and inferior to the lien of any first lienholder now or hereafter placed on such property. Except as set forth in the preceding sentence, however, any holder of a first lien on either the Wal-Mart Property or any part of Lot Nos. 1, 2, and/or 4 and any assignee or successor in interest of such first lienholder, shall be subject to the terms and conditions of this Agreement.

12. Expansion of Lot Nos. 1, 2, 3, 4 and 5. The parties agree that in the event Lot Nos. 1, 2, 3, 4, or 5 are expanded by ownership, control of the parties, or agreement with a third party, the parties may agree to amend this Agreement to provide that all of the provisions of this Agreement shall apply to the expanded area.

13. Injunctive Relief. Pocono Star Properties agrees that a breach or violation of the provisions of this Agreement by Pocono Star Properties will leave Wal-Mart with an inadequate remedy at law and, therefore, injunctive or other equitable relief shall be available to enforce the covenants set forth in this Agreement, such relief to be available without the necessity of posting a bond, cash, or other security or surety. If any restriction or provision contained in this Agreement is held by any court to be unenforceable or unreasonable, a lesser restriction shall be enforced in its place as determined by such court and any remaining restrictions contained herein shall be enforced independently of such invalid or unreasonable restriction.

14. Eminent Domain. Nothing herein shall be construed to give either party any interest in any award or payment made to the other party in connection with any exercise of eminent domain or transfer in lieu thereof affecting said other party's property or giving the public or any government any rights in said property. In the event of any exercise of eminent domain or transfer in lieu thereof of all or any part of the Common Areas located on the Wal-

Mart Property, the award attributable to the land and improvements of such portion of the Common Areas shall be payable only to the owner thereof.

15. Limitation of Liability. Any person acquiring fee or leasehold title to either the Wal-Mart Property or any lot(s) constituting the PSP Property, or any expansion of either of said properties, shall be bound by this Agreement only as to the lot or portion of the lot acquired by such person. In addition, such person shall be bound by this Agreement only during the period such person is the fee or leasehold owner of such lot or portion of the lot, except as to obligations, liabilities, or responsibilities that accrue during said period. Although persons may have limited liability under this paragraph, the easements, covenants, and restrictions in this Agreement and easement shall continue to be a benefit to and a servitude upon said tracts and shall run with the land.

16. Breach. In the event of a breach or threatened breach of this Agreement, only the record owners of the Wal-Mart Property or Lot Nos. 1, 2, 4, or 5, or Wal-Mart so long as it or any affiliate has an interest as owner or lessee of Lot No. 3, or Pocono Star Properties so long as it or any affiliate has an

interest as owner or lessee Lot Nos. 1, 2, 4 or 5, shall be entitled to institute proceedings for full and adequate relief from the consequences of said breach or threatened breach. The unsuccessful party in any action shall pay to the prevailing party a reasonable sum for attorney's fees, which shall be deemed to have accrued on the date such action was filed. Unless otherwise provided in this Agreement, neither party hereto shall be deemed to be in default under this Agreement until such party shall have been given written notice describing the nature of the breach and within fifteen (15) days after the receipt of such notice, or such shorter or longer period of time as otherwise may be provided in this Agreement, shall have failed to commence to cure such breach and to proceed diligently to completing the curing of such breach, utilizing all reasonable means to promptly cure the breach.

17. Rights of Successors. The easements, restrictions, benefits and obligations hereunder shall create mutual benefits and servitudes running with the land. This Agreement shall bind and inure to the benefit of the parties hereto, their respective heirs, representatives, lessees, successors and assigns. The singular number includes the plural and the masculine gender the feminine and neuter.

18. Document Execution, Modification and Cancellation.

It is understood and agreed that until this document is fully executed by both Pocono Star Properties and Wal-Mart there is not and shall not be an agreement of any kind between the parties hereto upon which any commitment, undertaking or obligation can be founded. Wal-Mart and Pocono Star Properties waive both the power and the right to make any oral modification or oral cancellation of this Agreement including exhibits annexed hereto or made part hereof. This Agreement including exhibits annexed hereto or made part hereof may be modified or cancelled only by the mutual agreement of Wal-Mart as long as it or its affiliate has any interest as either owner or lessee of Lot No 3, and Pocono Star Properties, as long as it or its affiliate has any interest as either owner or lessor of Lot Nos. 1, 2, 4 or 5.

19. Non-Merger. So long as Wal-Mart or its affiliate is owner or lessee of Lot No. 3, this Agreement shall not be subject to the doctrine of merger. So long as Pocono Star Properties or its affiliate is owner or lessee of either Lot Nos. 1, 2, 4, or 5, this Agreement shall not be subject to the doctrine of merger.

20. Duration. Unless otherwise cancelled or terminated, all of the easements granted or referenced in this Agreement shall

continue in perpetuity and all other rights and obligations hereof shall automatically terminate and be of no further force or effect after ninety-nine (99) years from the date hereof.

21. Headings. The headings herein are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope or intent of this document nor in any way affect the terms and provisions hereof.

22. Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto and they are not liable or bound in any manner whatsoever by express or implied warranties, guarantees, promises, statements, representations, or information made or furnished by any agent, employee, servant, or other person representing or purporting to represent the parties, unless such warranties, guarantees, promises, statements, representations or information are expressly set forth herein.

23. Estoppel Certificates. Each party agrees to provide upon written request, an estoppel certificate, in form acceptable to the party of whom the request is made, provided each party does not request more than one per year.

24. Governing Law. This Agreement shall be construed and governed in accordance with the laws of the Commonwealth of Pennsylvania.

25. Force Majeure. In the event either party encounters delays in the performance of its obligations hereunder caused by fire or other casualty, floods, the elements or acts of God, then the date for which performance of such obligation is required under this Agreement shall be extended for a period of time equal to the delay, provided the party wishing to extend the date has notified the other party of the delay in writing within ten (10) days following the start of the delay.

26. Notice to Parties. Each notice, demand, request, consent, approval or other communication (all of the foregoing are herein referred to as a "notice") that a party is required to give to the other party shall be in writing and sent by either overnight delivery service, or by certified mail, return receipt requested, postage prepaid, addressed as follows:

If to Pocono Star Properties:

Pocono Star Properties, L.P.
10 Pine Hill Road
Mount Pocono, PA 18344

ATTN: Mr. Arthur Berry

With a copy to:

Jacob E. Seip, Jr., Esquire
P.O. Box 70
Mount Pocono, PA 18344

IF to Wal-Mart:

Wal-Mart Real Estate Business Trust
2001 S.E. 10th Street
Bentonville, AR 72712-6489

ATTN: President

With a copy to:

Marc R. Wolfe, Esquire
Newman, Williams, Mishkin,
Corveleyn, Wolfe & Fareri, P.C.
712 Monroe Street, P.O. Box 511
Stroudsburg, PA 18360-0511

Each party shall have the right to designate a different address by notice similarly given. Unless specifically stated to the contrary elsewhere in this Agreement, any notice shall be deemed to have been given, made or communicated, as the case may be, on the date the same is received by the addressee.

27. No Partnership, Joint Venture or Principal Agent Relationship. Nothing contained in this Agreement shall be construed to make the parties principal and agent or partners, or joint venturers, or to render any party liable for the debts or obligations or the other, except as provided in this Agreement, and

no provisions of this Agreement are intended to create or constitute any person a third party beneficiary hereof.

28. Severability. Any provision of this Agreement which may prove unenforceable under any law shall not affect the validity of any other provision hereof.

29. Non-Waiver. The failure of any party to insist upon strict performance of any of the terms, covenants or conditions of this Agreement shall not be deemed a waiver of any rights or remedies which the party may have hereunder at law or equity and shall not be deemed a waiver of any subsequent breach or default in any of such terms, covenants and conditions.

30. Approvals. If the approval of Pocono Star Properties or Wal-Mart is required under the terms of this Agreement, but such party no longer owns any interest in their respective property, the right of approval shall be exercised by the owner of the fee simple title to the respective property as applicable.

31. Construction of Agreement. Each party hereto acknowledges, represents, and warrants that: (i) it has participated in the negotiation of this Agreement; (ii) no provision of this Agreement shall be construed against or be

interpreted to the disadvantage of any party hereto by any court or other governmental or judicial authority by reason of such party having or being deemed to have structured, dictated or drafted such provision; (iii) they have had at all times access to an attorney of their choice in the negotiation of the terms of and in the preparation and execution of this Agreement; (iv) they have had the opportunity to review and analyze this Agreement for a sufficient period of time prior to the execution and delivery thereof; (v) the terms of this Agreement were negotiated at arm's length; (vi) this Agreement was prepared and executed without fraud, duress, undue influence or coercion of any kind asserted by any of the parties upon the others; and (vii) the execution and delivery of this Agreement is the free and voluntary act of each of the parties hereto.

32. Covenants Running with the Land. The covenants, agreements and grants herein made shall be deemed covenants running with the land and shall bind and inure to the benefit of Wal-Mart and Pocono Star Properties and their respective heirs, executors, administrators, successors and assigns.

33. Dedication. Nothing contained herein shall be used or construed as a grant of any rights to any public or governmental authority or agency.

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

WITNESS:

POCONO STAR PROPERTIES,
a Pennsylvania Limited Partnership,
by and through its sole General
Partner, Pocono Star Properties, Inc.

Jacob E Seip
JACOB E SEIP, Asst Sec
(CORPORATE SEAL)

By: Bruce C Berry
Bruce C. Berry President

ATTEST:

WAL-MART REAL ESTATE BUSINESS TRUST,
a Delaware Business Trust

(Asst.) Secretary

(CORPORATE SEAL)

By: _____
(Vice) President

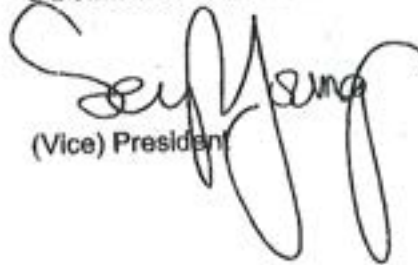
(CORPORATE SEAL)

ATTEST:
TRUST,


By:
(Asst.) Secretary

(CORPORATE SEAL)

WAL-MART REAL ESTATE BUSINESS TRUST
a Delaware Business Trust


(Vice) President


Approved as to legal terms only
By 
WAL-MART LEGAL TEAM
Date 5/6/99

EXHIBIT "A"

ALL THAT CERTAIN piece, parcel or plot of land situate in the Borough of Mount Pocono, County of Monroe and Commonwealth of Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a corner in the northeasterly right-of-way line of Industrial Park Drive, at a corner common to lots 2 and 3 of the Arthur Berry, Jr. and Bruce Berry Subdivision, last revised July 31, 1998 as prepared by Michael J. Pasonick, Jr., Inc. and intended to be recorded in the Office for the Recording of Deeds, etc., at Stroudsburg, Pennsylvania, in and for the County of Monroe, immediately prior to the recordation of this deed.

THENCE along the northeasterly right-of-way line of Industrial Park Drive North 23 Degrees, 27 Minutes, 36 Seconds, West 222.29 Feet to existing monument corner;

THENCE continuing along the northeasterly right-of-way line of Industrial Park Drive 225.74 Feet along the arc of a 1030 Foot radius curve to the left to a corner;

THENCE along the southerly right-of-way line of Pocono Star Boulevard the following four (4) courses and distances:

1. 81.96 Feet along the arc of a 50 foot radius curve to the right to a corner;
2. North 57 Degrees, 53 Minutes, 54 Seconds East 769.82 Feet to a corner;
3. 32.13 Feet along the arc of a 350.00 Foot radius curve to the right to a corner;
4. North 63 Degrees, 09 Minutes, 30 Seconds East 241.63 Feet to a corner in line of Lot 4.

THENCE along Lot 4 South 32 Degrees, 06 Minutes, 25 Seconds East 272.97 Feet to corner;

THENCE continuing along Lot 4, South 26 Degrees, 50 Minutes, 30 Seconds East 474.09 Feet to a corner common to Lot 1;

THENCE along Lot 1 the following six (6) courses and distances:

1. South 57 Degrees, 53 Minutes, 35 Seconds West 247.93 Feet to a corner;
2. 74.01 Feet along the arc of a 345.67 Foot radius curve to right to a corner;
3. South 70 Degrees, 09 Minutes, 38 Seconds West 36.67 Feet to a corner;
4. South 19 Degrees, 50 Minutes, 22 Seconds East 50.00 Feet to a corner;
5. South 28 Degrees, 38 Minutes, 20 Seconds East 127.01 Feet to a corner;
6. 63.87 Feet along the arc of 50 Foot radius curve to the left to a corner in the northerly right-of-way line of Pennsylvania State Route 0940;

THENCE along the northerly right-of-way 271.07 Feet along the arc of a 3879.83 Foot radius curve to the left to a corner common to Lot 2;



BK2063PG5590

THENCE along Lot 2 the following eight (8) courses and distances:

1. 69.73 Feet along the arc of a 50 Foot radius curve to the left to a corner;
2. North 05 Degrees, 44 Minutes, 24 Seconds West 104.46 Feet to a corner;
3. South 70 Degrees, 09 Minutes, 38 Seconds West 33.11 Feet to a corner,
4. 111.62 Feet along the arc of a 370.67 Foot radius curve to the right to a corner;
5. South 87 Degrees, 24 Minutes, 49 Seconds West 245.62 Feet to a corner;
6. 71.15 Feet along the arc of a 329.39 Foot radius curve to the left to a corner;
7. 78.84 Feet along the arc of a 62.00 Foot radius curve to the right to a corner;
8. South 66 Degrees, 32 Minutes, 24 Seconds, West 139.22 Feet to the place of beginning.

CONTAINING 790,279.41 Square Feet or 18.14 acres of land.

BEING all of Lot 3 on the Subdivision Plan of Arthur Berry, Jr. and Bruce Berry last dated July 31, 1998 as prepared by Michael J. Pasonick, Jr., Inc. and intended to be recorded, as aforesaid.

TOGETHER with and subject to a 10 Foot wide Drainage Easement "C" as shown on said Subdivision Plan of Arthur Berry, Jr. and Bruce Berry last dated July 31, 1998 as prepared by Michael J. Pasonick, Jr., Inc. and intended to be recorded, as aforesaid.

TOGETHER with and subject to a Driveway Access and Utility Easement as shown on said Subdivision Plan of Arthur Berry, Jr., and Bruce Berry, last dated July 31, 1998 as prepared by Michael J. Pasonick, Jr., Inc. containing 1.304 acres of land and intended to be recorded, as aforesaid.

TOGETHER with and subject to a Traffic Signal Easement as shown on said Subdivision Plan of Arthur Berry, Jr. and Bruce Berry last dated July 31, 1998 as prepared by Michael J. Pasonick, Jr., Inc. containing 14,559.50 Square Feet or 0.33 acres of land and intended to be recorded, as aforesaid.

TOGETHER with and subject to a 10 Foot wide Utility Easement beginning on the northerly right-of-way line of PA State Route 0940 and thence along the easterly side line of Lots 1 and 3 to the southerly right-of-way line of Pocono Star Boulevard, the Terminus of this Easement.

UNDER AND SUBJECT to that certain Easements With Covenants and Restrictions Affecting Land ("ECR") of even date herewith by and between Grantor and Grantee which is intended to be recorded in the aforesaid Recorder's Office immediately after recordation of this deed.

TOGETHER with all the reversionary rights of the Grantors in and to the above described premises including, without limitation, all reversionary rights in and to the above described premises as conveyed to the Grantor by Deed of Mount Pocono High Point Inn, Inc., and George Colovos, successor in interest to Mount Pocono High Point Inn, Inc., to Pocono Star Properties, L.P., dated June 23, 1995, and recorded in the Office for the Recording of Deeds, etc., at Stroudsburg,

BK2063PG5591



Pennsylvania, in and for the County of Monroe, in Record Book Volume 2013, page 1362..

BEING PART OF THE SAME PREMISES which Arthur Berry, Jr. and Bruce C. Berry, by their deed dated June 1, 1995 and recorded June 13, 1995 in the aforesaid Recorder's Office in Record Book Volume 2009, Page 1429 granted and conveyed unto Pocono Star Properties, L.P., Grantor hereof, in fee.



BK2063PG5592

STATE OF ARKANSAS

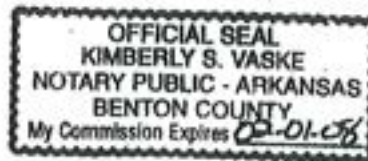
SS

COUNTY OF

On this, the 7th day of May, 1999, before me, a Notary Public in and for said County and State, the undersigned officer, personally appeared Ray Young, who acknowledged himself to be the (Vice) President of **WAL-MART REAL ESTATE BUSINESS TRUST**, a Delaware business trust, and that he as such (Vice) President, being authorized to do so, executed the foregoing instrument for the purposes herein contained by signing the name of the corporation by himself as (Vice) President.

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

Kimberly S. Vaske



I hereby CERTIFY that this document is recorded in the Recorder's Office of Monroe County, Pennsylvania.

Dennis W. Decker

BOROUGH MAINTENANCE
BUILDING
LDP



Mount Pocono Borough

Tel 570-839-8436
Fax 570-839-0981

1361 Pocono Blvd., Suite 100
Mount Pocono, PA 18344

www.mountpocono-pa.gov

Land Subdivision or Development Plan Review Application SUBMISSION OF A LAND DEVELOPMENT PLAN FORMS TO BE SUBMITTED

FORMS TO BE SUBMITTED

- Land Subdivision Plan or Development Plan Review Application
- Land Subdivision Plan or Development Zoning Compliance Report
- Land Subdivision On-Site Sewage Disposal Report
- Escrow Fee Calculation Forms

REQUIREMENTS

Please contact the following agencies and deal directly with them regarding submittal of plans, etc.:

Monroe County Conservation District (MCCD)
8050 Running Valley Road Stroudsburg, PA 18360
570.629.3060 (phone)
570.629.3063 (fax)

Monroe County Planning Commission (MCPC)
Administrative Center
Christine Meinhart-Fritz, Planning Director
One Quaker Plaza, Room 106
Stroudsburg, PA 18360
570.517.3100 (phone) 570-517.3858 (fax)

RECEIVED
OCT 02 2023
MT. POCONO BOROUGH

Send one (1) copy of everything in the submission to the Borough Engineer:

Barry Issett & Associates, Inc.
Chuck Niclaus, Professional Engineer
525 Main Street, 2nd Floor
Stroudsburg, PA 18360
272.200.2012 (phone)
cniclaus@barryisett.com (email submission(s))

Send Mount Pocono Borough four (4) sets of plans and one (1) original plus one (1) copy of narrative, various reports, including but not limited to E&SPC, Stormwater, Drainage, etc.

TIMEFRAMES

Our Ordinance requires submission of plans fifteen (15) days in advance of the Planning Commission Meetings, which are held on the third Wednesday of the month at 7:00 P.M. at the Mount Pocono Borough Building, 2nd Floor, 1361 Pocono Boulevard, Mount Pocono, PA 18344. Please be advised that the initial submission of plans will not be reviewed by the Borough Engineer prior to the first PC Meeting you attend. The PC will discuss Official Acceptance of the plans for review at this meeting.



Mount Pocono Borough

Tel 570-839-8436
Fax 570-839-0981

1361 Pocono Blvd., Suite 100
Mount Pocono, PA 18344

www.mountpocono-pa.gov

Land Subdivision or Development Plan Review Application

Final Plan Preliminary Plan Sketch Plan

Name of Subdivision or Development: Mount Pocono Maintenance Building
(If corporation, list corporation name and the names of two officers of the corporation)

Applicant Name: Mounr Pocono Borough Phone: 570-839-8436

Mailing Address: 1361 Pocono Boulevard, Suite 100, Mo0unt Pocono, PA 18344

Email: mduffy@mountpocono-pa.gov

Applicant's interest in subdivision or development (if other than property owner, give owner's name and address):

Owner

Physical Address (location) of Subdivision or Development: 57 Knox Street, Mount Pocono, PA

Engineer or Surveyor Name: Barry Isett & Assoc, Chuck Niclaus Phone: 272-200-2012

Type of Subdivision or Development Proposed: Land Development Plan for Maintenance Building

New Roads and/ or Streets Proposed: None

Does plan abut or contain a State Road? Yes No

Road number and name: _____

Does the plan abut or contain a Borough road? Yes No

Road number and name: Knox Street

Roads and/ or streets proposed for dedication to the Borough: None lineal ft.

Zoning District of Subdivision or Development: R-1

Tax Assessment Number of Subdivision or Development: 10.4.1.7-1

Deed of Record Book Volume: 2493 Page#: 102 Date of Deed: 6/12/17
1290 187 9/1/83

Total acreage of Subdivision or Development: 1.16 ac.

Total acreage of adjoining lands in same ownership: None

Total number of lots proposed: One, no change



Mount Pocono Borough

Tel 570-839-8436
Fax 570-839-0981

1361 Pocono Blvd., Suite 100
Mount Pocono, PA 18344

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Land Subdivision or Development Plan Review Application

Compliance Report

Final Plan Preliminary Plan Sketch Plan

Name of Subdivision or Development: Mount Pocono Maintenance Building

Zoning District of Subdivision or Development: R-1

Does the Subdivision or Development abut a different zone? Yes No Zone _____

Is a zoning change involved? Yes No New Zone _____

Tax Assessment number of Subdivision or Development: 10.4.1.7-1

Type of Subdivision or Development proposed: Land Development Plan

Total acreage of Subdivision or Development: 1.16 ac

Total number of lots or units proposed: One

Minimum lot size in Subdivision or Development: _____

Minimum lot width in Subdivision or Development: _____

Minimum lot depth in Subdivision or Development: _____

General comments about Subdivision or Development: Permitted Use as Borough Facilities, Variance request for side yard setback relief submitted to Zoning Hearing Board.

The undersigned hereby certifies that to the best of his knowledge and belief the information and statements given above are true and correct.

Date: 9/28/23

Signature of Engineer or Surveyor Cheryl H. Neider

Date Received: _____	Payment Type: _____	Check #: _____	Amount Paid: \$ _____
Permit No.: _____	Manager or Designee: _____	Date Approved: _____	



Mount Pocono Borough

Tel 570-839-8436
Fax 570-839-0981

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Land Subdivision or Development Plan Review Application

Compliance Report

All information below is to be completed by the Borough Zoning Officer

- _____ Subdivision or Development conforms to the Zoning Ordinance
- _____ Subdivision or Development will conform to the Zoning Ordinance with attached modifications
- _____ Subdivision or Development does not conform to the Zoning Ordinance for the attached reasons
- _____ Subdivision or Development is recommended for rejection as submitted for attached reasons

Date: _____ Zoning Officer: _____

It is understood that the conclusions rendered on this report do not cover individual permits as requested by Zoning Ordinance _____ or any permits required by other Ordinances of Mount Pocono Borough.



525 Main Street, Suite 200, Stroudsburg, PA 18360
272.200.2050 272.200.2051
barryisett.com

October 2, 2023
Project #313623.002

Planning Commission
Mount Pocono Borough
1361 Pocono Boulevard, Suite 100
Mount Pocono, PA 18344

RECEIVED
OCT 03 2023
MT. POCONO BOROUGH

Dear Planning Commission Members:

RE: MOUNT POCONO MAINTENANCE BUILDING
Mount Pocono Borough, Monroe County, PA

Regarding the above referenced project, below please find a list of the requested Waivers as communicated to me through Borough representatives:

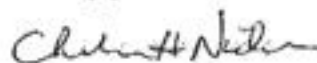
LIST OF REQUESTED WAIVERS

1. Waiver from §187-17 to process the application for both Preliminary and Final Land Development approval, due to the limited scope of the improvements.
2. Waiver is requested from §187-29&30.A, to not provide an Existing Resource and Site Analysis Plan due to the site being an existing disturbed and improved area.
3. Waiver is requested from 187-29.A&30.B, to not provide a Resource and Impact and Conservation Plan due to the site being an existing disturbed and improved area.
4. Waiver from 187-29.C to not provide a Site Context Map due to the minimal changes in use and the site.
5. Waiver from §187-29.D.3 and §189-59 to not provide information on wetlands due to the site being disturbed and improved with impervious surface in the areas of development.
6. Waiver from 187-30.D.(9) & 187-51 to not submit the E&S Plan to the MCCD due to the minor amount of disturbance in an already disturbed and improved area. An on-site E&S Plan is being provided per PaDEP regulations.
7. Waiver from 187-30.D.(13) to not contact ppl due to the improvements being outside the r.o.w.
8. Waiver from 187-30.G, 187-39 to not provide Maintenance of improvements or an Improvement Maintenance Guarantee because the Borough is the Owner.
9. Waiver from 187-37 to not provide Construction Improvements Guarantee because the Borough is the Owner.

10. Waiver from 187-42 to not provide Land Development Improvements Agreement because the Borough is the Owner.
11. Waiver from 187-44 Four-Step Design process due to developed nature of project.
12. Waiver from 187-45 Conservation Open Space process due to developed nature of project.
13. Waiver from 187-46 Conservation Standards process due to developed nature of project.
14. Waiver from §187-48 W. and X., to not provide curb along the property frontage, and to not provide sidewalk along the property frontage, as Knox Ave. does not have curb along the project frontage and adding curbing would impact the existing drainage patterns. The applicant is not proposing sidewalk along the project frontage due to the front of the site facilities not changing and all improvements are to the rear and replacing existing uses.
15. Waiver from 187-49 Monuments and Markers requirements due to continual shared active use of project area by Borough and surrounding properties/easements.
16. Waiver from §187-56. & 187-74.B.(3) to not provide landscaping. The rear of the building to the north has a utility line running along the boundary and the adjacent property is wooded. The east end of the property is active storage and staging shared by ppl and the Borough. It is existing and needed for continued operations. The south area in front of the proposed building is also an active storage and staging area shared by ppl and the Borough. The applicant is not proposing landscaping along the project frontage (west) due to the front of the site facilities not changing and all improvements are to the rear.
17. Waiver from 187-61 to not provide Recreation Facility Fees due to the fee being based on impervious area and the impervious area is not being increased.
18. Waiver from 187-62.2 & 187-74.B.(7) Lighting requirements to only use building mounted lighting as proposed where public health, safety and welfare are not potential concerns and past historical use of the site confirms such.
19. Waiver is requested from 187-50, 187-74.B.(4) and §179 Stormwater Management Requirements, per 179-20.A(4), to exempt the project for no increase in impervious surface. All site improvements are proposed in existing impervious areas. In an effort to aid water quality, the roof runoff from the new office building is proposed to drain to a seepage pit designed to receive a 2-year storm volume.
20. Waiver from 187-76.1 Drifting Snow requirements since the existing use includes managing not only the site snow, but also a significant portion of the Borough streets and the extensive techniques vary greatly dependent on the amount of snow.

If you should have any questions, or require additional information, please do not hesitate to contact this office.

Sincerely yours,



Charles Niclaus, P.E.
Senior Project Manager

THIS INDENTURE, made the 1st day of September, in the year of our Lord one thousand nine hundred and eighty-three (1983), between PENNSYLVANIA POWER & LIGHT COMPANY, a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, having its principal office in the City of Allentown, County of Lehigh and Commonwealth of Pennsylvania, hereinafter sometimes called "Grantor"; and THE BOROUGH OF MOUNT POCONO, a municipal corporation, situated in the County of Monroe and Commonwealth of Pennsylvania, hereinafter called "Grantee".

WITNESSETH, That in consideration of the sum of Seventy Thousand Dollars (\$70,000.00) lawful money of the United States of America, in hand paid, the receipt whereof is hereby acknowledged, the said Grantor does hereby grant and convey to the said Grantee:

ALL THAT CERTAIN piece or parcel of land, including improvements, situate in the Borough of Mt. Pocono, County of Monroe, Commonwealth of Pennsylvania, bounded and described as follows:

BEGINNING at a P.K. nail in the intersection of the easterly line of Knox Street and the northerly line of Kinney Avenue, extended; thence along land, now or formerly, of Mason K. Salter, Grace E. Brinckerhoff, and Gilbert G. Brinckerhoff, N. 72° 35' 25" E. 247.53 feet to an iron pin; thence continuing along the same and also along other land of Pennsylvania Power & Light Company, S. 42° 48' 00" E. 132.02 feet to an iron pin; thence through land of Pennsylvania Power & Light Company, of which the tract herein described is a part, S. 47° 32' 00" W. 225.00 feet to an iron pin in the easterly line of Knox Street; thence along the easterly line of Knox Street, N. 42° 28' 00" W. 236.85 feet to a P.K. nail, the point of beginning. Containing 0.950 Acre more or less.

BEING a part of the same premises which Meta R. M. Salter, Sarah E. Knox, and Lily Eliot Mason, by deed dated September 5, 1934, and recorded in the Office of the Recorder of Deeds in and for Monroe County, Pennsylvania in Deed Book 120, Page 586, granted and conveyed unto Pennsylvania Power & Light Company, Grantor herein. Also being a portion of the same premises which D. Gertrude Knox, by Deed dated September 1, 1934 and recorded in the Office of the Recorder of Deeds in and for Monroe County, Pennsylvania in Deed Book 120, Page 585, granted and conveyed unto Pennsylvania Power & Light Company, Grantor herein.

EXCEPTING AND RESERVING, NEVERTHELESS, to Pennsylvania Power & Light Company and its Mortgage Trustee, their successors, assigns and lessees, the right to construct, operate and maintain, and from time to time to reconstruct its Transmission and Distribution electric lines, including such poles, towers, cables and wires above and under the surface of the ground, fixtures and apparatus as may be from time to time necessary for the convenient transaction of the business of the said Company, its Mortgage Trustee, their successors, assigns and lessees, upon, across, over, under and along a strip of land 40.82 feet in width, shown cross-hatched and indicated as area to be reserved for Electric Line Right of Way on the attached print A-191665-0 entitled, "PLAN SHOWING PROPERTY TO BE SOLD TO THE BOROUGH OF MOUNT POCONO BY PENNSYLVANIA POWER & LIGHT COMPANY, BOROUGH OF MOUNT POCONO, MONROE COUNTY, PENNSYLVANIA", including the right of ingress and egress to and from the said lines at all times for any of the

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MONROE COUNTY PA

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MT. POCONO BOROUGH

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purposes aforesaid, together with the right to set and maintain the necessary guy and brace poles or towers and anchors, and to attach thereto the necessary guy wires; also the right to cut down, trim, remove, and to keep cut down and trimmed by mechanical means or otherwise, any and all trees, brush or other undergrowth on said strip of land or adjoining the same which in the judgment of the said Company, its successors and assigns, may at any time interfere with the construction, reconstruction, maintenance or operation of the said electric lines, poles, towers, wires, cables or other fixtures and apparatus, or menace the same, and in connection therewith, the right to remove, if necessary, the root systems of said trees, brush or other undergrowth, and to spray said brush and undergrowth with chemicals for their removal and control.

UNDER AND SUBJECT, NEVERTHELESS, to the conditions that the Grantee, its successors and assigns, shall not, at any time hereafter, erect or cause to be erected a house or other structures, or store any inflammable or explosive material upon the aforesaid strip of land indicated as Electric Line Right of Way to be reserved by Pennsylvania Power & Light Company; shown cross-hatched on the attached print A-191665-0.

ALSO, UNDER AND SUBJECT, NEVERTHELESS, to all the exceptions and reservations in the Chain of Title to the above-described premises as they may now or hereafter affect said premises.

ALSO, UNDER AND SUBJECT to the condition that Grantee shall have the right to use the existing driveway as a means of ingress and egress extending in a northerly direction from Knox Street to the easterly property line of the above-described parcel of land to be conveyed.

PENNSYLVANIA POWER & LIGHT COMPANY does hereby constitute and appoint PAULINE L. VETOVITZ to be its attorney for it and in its name, and as and for its corporate act and deed to acknowledge this deed before any person having authority by the laws of the Commonwealth of Pennsylvania to take such acknowledgement to the intent that the same may be duly recorded.

IN WITNESS WHEREOF, PENNSYLVANIA POWER & LIGHT COMPANY has caused this indenture to be executed by its Manager - Real Estate, and the corporate seal of the Company to be hereto affixed, duly attested by its Assistant Secretary, the day and year first above written.

ATTEST:


Pauline L. Vetovitz (SEAL)
Assistant Secretary

PENNSYLVANIA POWER & LIGHT COMPANY
By:


R. C. Zundel
Manager - Real Estate

COMMONWEALTH OF PENNSYLVANIA)
) SS
COUNTY OF LEHIGH)

I HEREBY CERTIFY that on this 1st day of September
A.D. 1983, before me, a Notary Public for the Commonwealth aforesaid,
personally appeared PAULINE L. VETOVITZ, the attorney named in the
foregoing indenture, and by virtue and in pursuance of the authority
therein conferred upon her, acknowledged the said indenture to be the
act and deed of the said PENNSYLVANIA POWER & LIGHT COMPANY.

WITNESS my hand and notarial seal the day and year aforesaid.



James L. Hahler
Notary Public

My Commission Expires:
NOTARY PUBLIC
Allentown, Lehigh County, PA
My Commission Expires Aug. 13, 1985

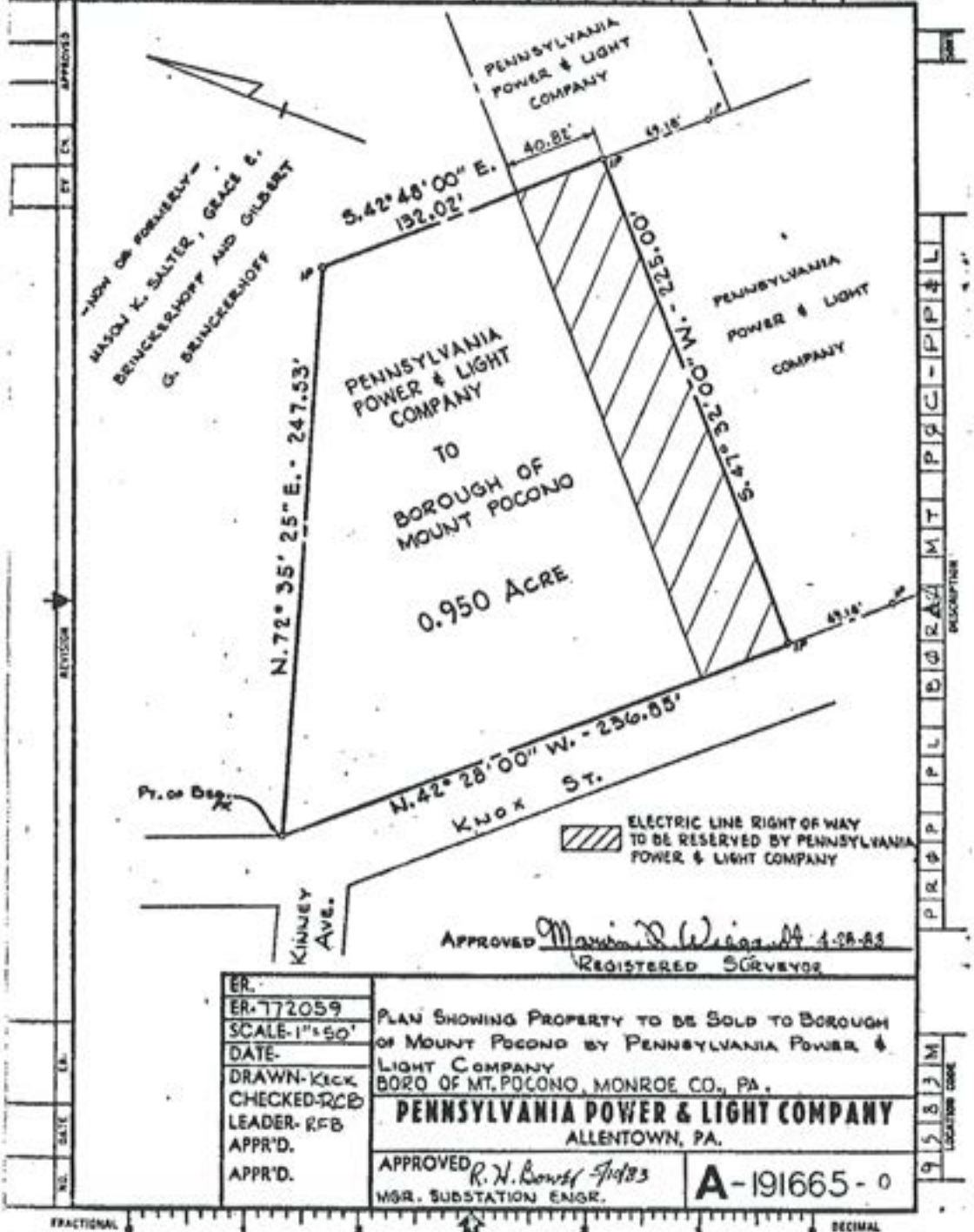
I HEREBY CERTIFY that the precise address of the Grantee
within named is Municipal Building Mount Pocono, PA 18344

Pauline L. Vetovitz

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF REVENUE
REALTY
TRANSFER
TAX SEP-788 RA 11208 700.00

Branch of MT Pocono
County of Lehigh, State of Penn.
Amount Due 700.00 Date Paid SEP 6 1983
By Myrtle S. Butz Collector

School District of Pocono Mountain
Monroe County, Pa.
Real Estate Transfer Tax 700.00 SEP 6 1983
By Myrtle S. Butz Collector



RECORDED SEP 6 1983
Maxim D. Weiss
 RECORDER OF DEEDS

TAX CODE NO.: 10/4/1/3-3

RECEIVED

OCT 03 2023

MOUNT POCONO BOROUGH

X 5P
60

SPECIAL WARRANTY DEED

This Indenture Made the 12th day of June in the year of our Lord two thousand seventeen (2017).

Between GEORGE SOUAID AND GEORGETTE SOUAID, husband and wife AS TRUSTEES OF THE GEORGE SOUAID TRUST dated January 10, 1997, as amended and restated, a one-half interest and GEORGE SOUAID AND GEORGETTE SOUAID, husband and wife, TRUSTEES OF THE GEORGETTE SOUAID TRUST, dated January 10, 1997, as amended and restated, a one half interest, of 1111 Crandon Blvd, Apt B-1201, Key Biscayne, Florida 33149, Grantors, parties of the first part,

- A N D -

THE BOROUGH OF MOUNT POCONO, of 1361 Pocono Blvd, Mt. Pocono, Pennsylvania 18344, Grantees, parties of the second part.

Witnesseth, that the said parties of the first part, for and in consideration of the sum of **ONE (\$1.00) DOLLAR**, lawful money of the United States of America, unto them well and truly paid by the said parties of the second part at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, have granted, bargained, sold, aliened, enfeoffed, released and confirmed, and by these presents do grant, bargain, sell, alien, enfeoff, release and confirm unto the said parties of the second part, its successors and assigns,

ALL THAT CERTAIN lot or parcel of land situate in the Borough of Mount Pocono, County of Monroe, and Commonwealth of Pennsylvania, being shown as Lot 1 on a certain map entitled "Final Plan Lot Line Adjustment for George & Georgette Souaid & The Borough of Mount Pocono" as prepared by Jonathan Shupp, PLS, Effort Pennsylvania, said map being recorded in Monroe County Map Book Volume 89 on Page 74 on May 18, 2017 and more particularly described as follows:

BEGINNING at an iron pipe, said pipe being a common corner to the above grantors; thence along the grantors North 71° 28' 28" East 224.74 feet to an iron pin in line of lands of PP & L Co.; thence along said lands South 47° 32' 00" West 205.00 feet to an iron pin in line of lands of Mount Pocono Borough; thence along said lands North 42° 43' 17" West 91.20 feet to a place of BEGINNING. CONTAINING 0.2146 acres of land.

Being Part of The Same Premises which George Souaid and Georgette Souaid, husband and wife, by their deed dated March 17, 2014 and recorded March 25, 2014 in the Office for the Recording of Deeds in and for the County of Monroe, Commonwealth of Pennsylvania

in Record Book Volume 2435, Page 6911, granted and conveyed a one-half interest unto George Souaid and Georgette Souaid, husband and wife as Trustees of the George Souaid Trust dated January 10, 1997 as amended and restated, and a one-half interest unto George Souaid and Georgette Souaid, husband and wife, Trustees of the Georgette Souaid Trust, dated January 10, 1997, as amended and restated, Grantors hereof, in fee.

Under and Subject to certain covenants, conditions, restrictions, and rights of record.

Together with all and singular the buildings, ways, waters, water-courses, rights, liberties, privileges, hereditaments and appurtenances whatsoever thereunto belonging, or in any wise appertaining, and the reversions and remainders, rents, issues and profits thereof; and all the estate, right, title, interest, property, claim and demand whatsoever, of the said parties of the first part, in law equity, or otherwise howsoever, of, in, and to the same and every part thereof,

To have and to hold the said lot, parcel or piece of ground, hereditaments and premises hereby granted or mentioned and intended so to be, with the appurtenances, unto the said party of the second part, its successors and assigns, to and for the only proper use and behoof of the said party of the second part, its successors and assigns, forever.


And the said parties of the first part, for themselves, their heirs and assigns, do by these presents, covenant, grant and agree, to and with the said party of the second part, its successors and assigns, that they, the said parties of the first part, their heirs 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 said party of the second part, its successors and assigns, against them, the said parties of the first part, their heirs and assigns, and against all and every other person or persons whomsoever lawfully claiming or to claim the same or any part thereof, shall and will **SPECIALLY WARRANT** and forever **DEFEND**.

In Witness Whereof, the said parties of the first part to these presents hereunto set their hands and seals. Dated the day and year first above written.

Signed, Sealed and Delivered
IN THE PRESENCE OF US


_____(SEAL)
GEORGE SOUAID, TRUSTEE OF THE
GEORGE SOUAID TRUST, dated January 10, 1997


_____(SEAL)
GEORGETTE SOUAID, TRUSTEE OF THE
GEORGE SOUAID TRUST, dated January 10, 1997

 (SEAL)
GEORGE SOUAID, TRUSTEE OF THE
GEORGETTE SOUAID TRUST, dated January 10, 1997

 (SEAL)
GEORGETTE SOUAID, TRUSTEE OF THE
GEORGETTE SOUAID TRUST, dated January 10, 1997

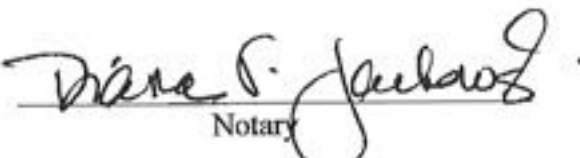
COMMONWEALTH OF PENNSYLVANIA:

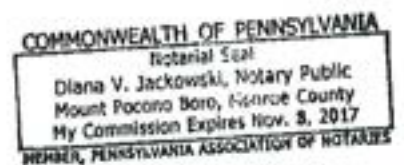
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COUNTY OF MONROE:

On this, the 12th day of June, 2017, before me, a Notary Public in and for said County and State, the undersigned officer, personally appeared **GEORGE SOUAID AND GEORGETTE SOUAID, husband and wife AS TRUSTEES OF THE GEORGE SOUAID TRUST dated January 10, 1997**, 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, and desired the same might be recorded as such.

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


Notary



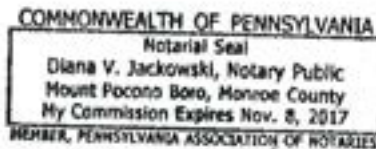
COMMONWEALTH OF PENNSYLVANIA:

SS

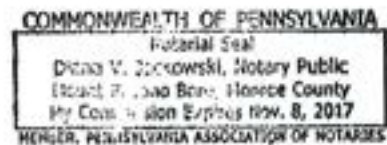
COUNTY OF MONROE:

On this, the 12th day of June, 2017, before me, a Notary Public in and for said and for said County and State, the undersigned officer, personally appeared **GEORGE SOUAID AND GEORGETTE SOUAID, husband and wife AS TRUSTEES OF THE GEORGETTE SOUAID TRUST dated January 10, 1997**, 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, and desired the same might be recorded as such.

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



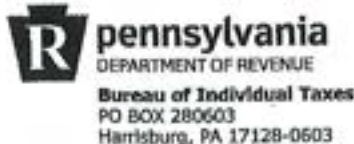
Diana V. Jackowski
Notary



The correct and precise address
of the within named Grantee is:
1361 Pocono Blvd., Mount Pocono, PA 18344

JM
On behalf of said Grantee
James V. Farner, ESQ

PREPARED BY:
NEWMAN WILLIAMS MISHKIN CORVELEYN WOLFE & FARERI
712 MONROE STREET
STROUDSBURG, PENNSYLVANIA 18360



REALTY TRANSFER TAX STATEMENT OF VALUE

See reverse for instructions.

RECORDER'S USE ONLY

State Tax Paid
Book Number
Page Number
Date Recorded

Complete each section and file in duplicate with Recorder of Deeds when (1) the full value/consideration is not set forth in the deed, (2) the deed is without consideration or by gift, or (3) a tax exemption is claimed. If more space is needed, please attach additional sheets. A Statement of Value (SOV) is not required if the transfer is wholly exempt from tax based on family relationship or public utility easement. However, it is recommended that a SOV accompany all documents filed for recording.

A. CORRESPONDENT - All inquiries may be directed to the following person:

Name James V. Fareri, Esq.		Telephone Number: (570) 421-9090	
Mailing Address PO Box 511		City Stroudsburg	State PA
		ZIP Code 18360	

B. TRANSFER DATA

Date of Acceptance of Document 06 / 15 / 2017			
Grantor(s)/Lessor(s) George Souaid and Georgette Souaid		Telephone Number:	Grantee(s)/Lessee(s) The Borough of Mount Pocono
Mailing Address 1111 Crandon Blvd., Apt. B-1201		Mailing Address 1361 Pocono Blvd.	
City Key Biscayne	State FL	ZIP Code 33149	City Mount Pocono
			State PA
			ZIP Code 18344

C. REAL ESTATE LOCATION

Street Address Acreage along Route 940		City, Township, Borough Mount Pocono, Mount Pocono Borough	
County Monroe	School District Pocono Mountain	Tax Parcel Number 10/4/1/3-3	

D. VALUATION DATA

Was transaction part of an assignment or relocation? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N		
1. Actual Cash Consideration 1.00	2. Other Consideration + 10,000.00	3. Total Consideration = 10,001.00
4. County Assessed Value 14,680.00	5. Common Level Ratio Factor X 4.46	6. Computed Value = 65,472.80

E. EXEMPTION DATA - Refer to instructions for exemption status.

1a. Amount of Exemption Claimed \$ 1.00	1b. Percentage of Grantor's Interest in Real Estate 100.00 %	1c. Percentage of Grantor's Interest Conveyed 100.00 %
--	---	---

2. Check Appropriate Box Below for Exemption Claimed.

- Will or intestate succession. _____ (Name of Decedent) _____ (Estate File Number)
- Transfer to a trust. (Attach complete copy of trust agreement identifying all beneficiaries.)
- Transfer from a trust. Date of transfer into the trust _____
If trust was amended attach a copy of original and amended trust.
- Transfer between principal and agent/straw party. (Attach complete copy of agency/straw party agreement.)
- Transfers to the commonwealth, the U.S. and instrumentalities by gift, dedication, condemnation or in lieu of condemnation. (If condemnation or in lieu of condemnation, attach copy of resolution.)
- Transfer from mortgagor to a holder of a mortgage in default. (Attach copy of mortgage and note/assignment.)
- Corrective or confirmatory deed. (Attach complete copy of the deed to be corrected or confirmed.)
- Statutory corporate consolidation, merger or division. (Attach copy of articles.)
- Other (Please explain exemption claimed.) _____

Under penalties of law, I declare that I have examined this statement, including accompanying information, and to the best of my knowledge and belief, it is true, correct and complete.

Signature of Correspondent or Responsible Party 	Date 06/15/17
---	------------------

FAILURE TO COMPLETE THIS FORM PROPERLY OR ATTACH REQUESTED DOCUMENTATION MAY RESULT IN THE RECORDER'S REFUSAL TO RECORD THE DEED.



COUNTY OF MONROE

RECORDER OF DEEDS
610 MONROE STREET
SUITE 125
STROUDSBURG, PA 18360
Area Code (570) 517-3969

Josephine Ferro - Recorder

Instrument Number - 201714669
Recorded On 6/16/2017 At 3:43:18 PM

Book - 2493 Starting Page - 102

* Total Pages - 6

- * Instrument Type - DEED
- Invoice Number - 733255
- * Grantor - GEORGE SOUAI D TRUST
- * Grantee - BOROUGH OF MOUNT POCONO
- User - TW
- * Customer - NEWMAN WILLIAMS MISHKIN

* FEES

STATE TRANSFER TAX	\$100.00
STATE WRIT TAX	\$0.50
JCS/ACCESS TO JUSTICE	\$35.50
RECORDING FEES	\$15.50
AFFORDABLE HOUSING	\$13.00
COUNTY ARCHIVES FEE	\$2.00
ROD ARCHIVES FEE	\$3.00
TAX CODE CERTIFICATION FEES	\$10.00
POCONO MOUNTAIN SCHOOL	\$50.00
REALTY TAX	
MT POCONO BOROUGH	\$50.00
TOTAL PAID	\$279.50

RETURN DOCUMENT TO:
NEWMAN WILLIAMS MISHKIN

MC GIS Registry UPI Certification
On June 16, 2017 By JG

TAX ID #
10/4/1/3-3
Total Tax IDs: 1



I Hereby CERTIFY that this document is recorded in the
Recorder's Office of Monroe County, Pennsylvania

Josephine Ferro

THIS IS A CERTIFICATION PAGE

Do Not Detach

THIS PAGE IS NOW THE LAST PAGE
OF THIS LEGAL DOCUMENT

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

05B057





Mount Pocono Borough

Tel 570-839-8436
Fax 570-839-0981

1361 Pocono Blvd., Suite 100
Mount Pocono, PA 18344

www.mountpocono-pa.gov

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OCT 03 2023
MT. POCONO BOROUGH

APPLICATION TO THE ZONING HEARING BOARD

SUBMIT 4 SIGNED COPIES TO THE MOUNT POCONO BOROUGH ZONING OFFICER TOGETHER WITH A CHECK FOR APPROPRIATE AMOUNT.

Application is hereby made to the Zoning Hearing Board of the Borough of Mount Pocono for: (Check appropriate box)

Appeal Variance Special Exception Other (specify)

1. Name and address of Applicant: Mount Pocono Borough
1361 Pocono Boulevard, Mt Pocono
Phone: 570-839-8436

2. Name and address of all owners of subject property: Same as above
Phone: _____

3. Street address or location of property: 57 Knox Street

4. Zoning District: R1 R2 R3 C1 C2 M

5. Current use of property: Borough Maintenance buildings, yard and office

6. Property Tax Assessment Number (PIN): 10.4.1.7-1

7. Note section(s) of the Ordinance which give rise to this Application: Ch 215, Attachment 2, Part 3, 20' Side yard setback

8. Submit a site plan drawn to scale and any other information required by the Ordinance.
Attached

QUESTIONS 9 AND 10 FOR APPEALS ONLY

9. Note action taken or decision made by Zoning Officer that is being made the subject of this appeal:

10. Has a Zoning Permit ever been issued for this property? _____ (If yes, give Permit number and date issued): _____

QUESTIONS 11 AND 12 FOR VARIANCE OR SPECIAL USE ONLY

11. Describe nature of variance of special use for which you are applying: Variance of side yard setback to allow locations of proposed building corners to be 9' and 14' (9' at the front entrance if the canopy is counted to the setback) adjacent to the PPL property used currently for access to the site in the area of the variance request. If the eaves of the building are counted to the setback, the variance request is closer to 7'.

12. A. Note physical characteristics of land, if any, which create hardship under present Zoning Regulations: The present location of the building that is being renovated and enlarged to meet current regulations can only go at the acutely angled area proposed.

B. Note other circumstances which made it necessary for you to request a variance or special use: The proposed area of expansion is already disturbed and used by the Borough. A non-conforming setback of the original building is being removed near Res zone.

Note: When Special Use is requested, submit 4 copies of a Site Development Plan prepared in accordance with the Zoning Ordinance.

I hereby certify that I have been authorized by the owner to make this application as his/her authorized agent and we agree to conform to all applicable laws of this jurisdiction.

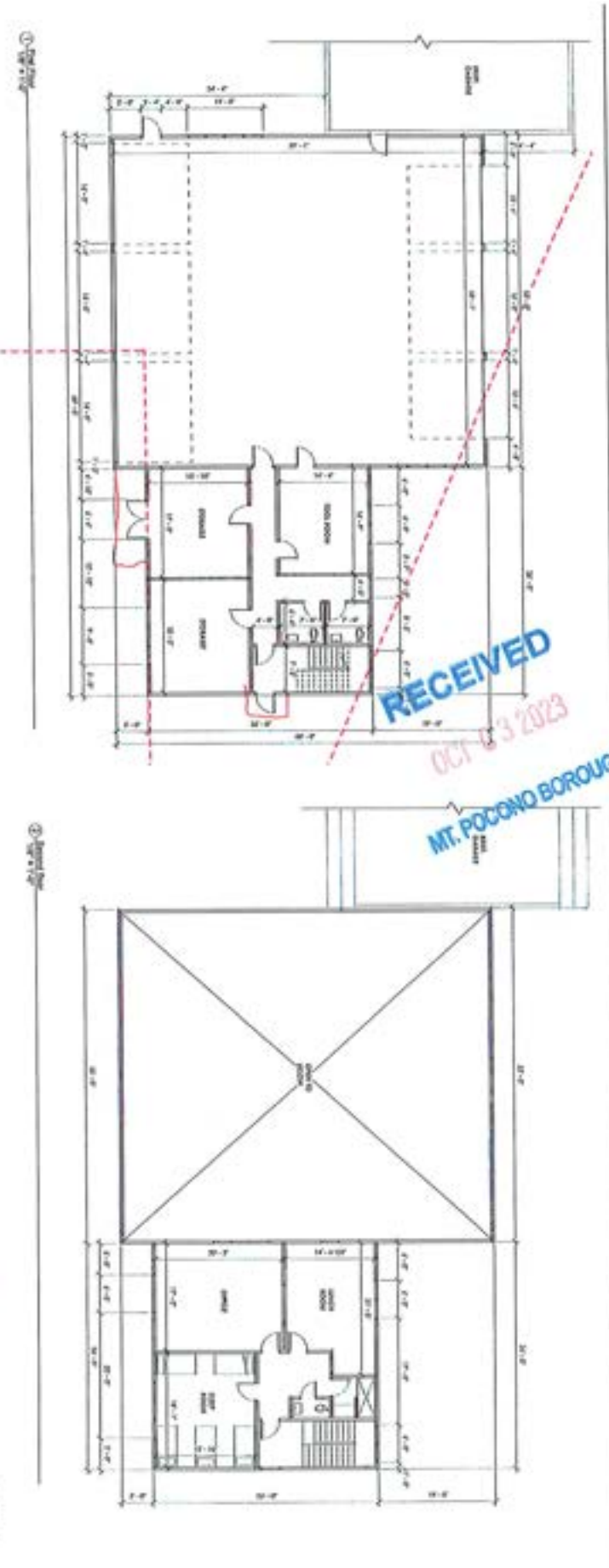
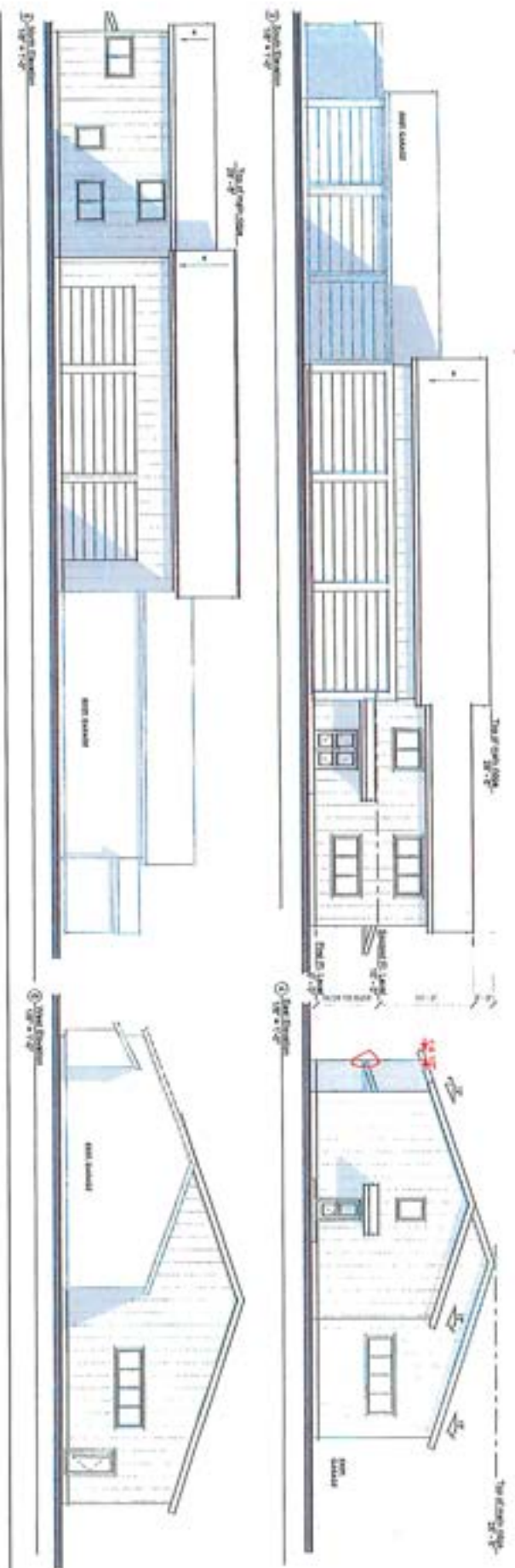
Signature of Applicant/Owner: _____ Date: _____

DO NOT WRITE BELOW THIS LINE – BOROUGH USE ONLY

Date Received: _____ Check #: _____ Amount Paid: \$ _____ Received by: _____

Date of Hearing: _____ Date of Decision: _____

Property Identification (PIN) #: _____



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 MT. POCONO BOROUGH

POCONO
 COUNTY
 REC'D
 10/3/23
 E1

S_{AV}
 POCONO, PENNSYLVANIA

SCHOONOVER & VANDERHOOF ARCHITECTS, LLC
 25 NORTH CORTLAND STREET, EAST POCONO, PA 18344
 (570) 424-2880 FAX: (570) 424-2882

DATE: 10/3/23
 DRAWN BY: [Name]
 CHECKED BY: [Name]
 PROJECT NO.: [Number]

NO.	REVISIONS

Project Status
Mt. Pocono Garage
 Enter address here