

Allentown
City without limits.

Steve Neratko
Director of Planning
Bureau of Planning & Zoning
435 Hamilton Street
Allentown, PA 18101-1699
Office 610-437-7611
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Steve.Neratko@allentownpa.gov

June 16, 2017

The Honorable Ray O'Connell
President, City Council
435 Hamilton Street
Allentown, PA 18101

Re: Vacation of North Lawn Street from Andrew Street to Early Street

Dear Mr. O'Connell:

Please be advised that at the monthly meeting of the Allentown City Planning Commission held on Tuesday, June 13, 2017, the above referenced street vacation requested by Viliam & Ludmila Choma, was recommended to City Council for APPROVAL conditioned upon the lot line adjustments as described in the attached Agreement Regarding Boundary Lines & Retaining Wall dated June 8, 2017 signed by the applicants and the adjoining neighbors.

If you have any questions concerning this action, please contact me.

Sincerely,

Steve Neratko
Director of Planning

SN:jmm

xc: Mayor Ed Pawlowski
Craig Messenger, Interim Director of Public Works
Brian Borzak, PLS, Chief Surveyor/Designer
Viliam & Ludmila Choma
Paul Cope
Atty. Robert Knauerer

PIN NO. 548678738554-1
513 N. Main St., Allentown, PA 18104
PIN NO. 548678745277-1
525 N. Main St., Allentown, PA 18104
PIN NO. 548678940421-1
514 N. 28th St., Allentown, PA 18104

Prepared By: Robert M. Knauer, Esq.
143 N. 8th Street
Allentown, PA 18101
610-821-6819

Return To: Robert M. Knauer, Esq.
143 N. 8th Street
Allentown, PA 18101
610-821-6819

AGREEMENT REGARDING
BOUNDARY LINES
&
RETAINING WALL

THIS AGREEMENT REGARDING BOUNDARY LINES & RETAINING
WALL (hereafter this "Agreement") is made the 8th day of June,
2017, by and between PAUL S. COPE of 515 N. Main Street,
Allentown, Lehigh County, Pennsylvania 18104 (hereafter "COPE"),

A
N
D

VILIAM & LUDMILA CHOMA of 514 N. 28th Street, Allentown, Lehigh County, Pennsylvania 18104 (hereafter "CHOMA"),

A
N
D

THOMAS J. McDERMOTT, III of 525 N. Main Street, Allentown, Lehigh County, Pennsylvania 18104 (hereafter "McDERMOTT").

BACKGROUND:

WHEREAS, COPE is the surviving fee title holder of 515 N. Main Street, Allentown, Lehigh County, Pennsylvania 18104, the same being more particularly described in Document I.D. No. 7015581, recorded in the Lehigh County Recorder of Deeds Office (hereafter the "Cope Premises"); and

WHEREAS, CHOMA is the fee title holder of 514 N. 28th Street, Allentown, Lehigh County, Pennsylvania 18104, the same being more particularly described in Instrument No. 2016020042, recorded in the Lehigh County Recorder of Deeds Office (hereafter the "Choma Premises"); and

WHEREAS, McDERMOTT is the surviving fee title holder of 525 N. Main Street, Allentown, Lehigh County, Pennsylvania 18104, the same being more particularly described in Deed Book Volume 1240, Page 939, recorded in the Lehigh County Recorder of Deeds Office (hereafter the "McDermott Premises"); and

WHEREAS, various relevant drawings indicate an undedicated, unopened, 20 foot wide paper street named N. Lawn Street running from Early Street to Andrews Street in the west end of the City of Allentown, Pennsylvania; and

WHEREAS, the Cope Premises and McDermott Premises border on the west side of said N. Lawn Street and the Choma Premises borders on the east side of said N. Lawn Street; and

WHEREAS, prior to the acquisition by the parties hereto of their respective above identified premises, a concrete retaining wall was built within the right of way of N. Lawn Street. Said retaining wall is approximately 5 feet high, 10 inches wide and 70 feet long. The records of the City of Allentown contain no evidence of any permits being issued for the location or construction of said retaining wall; and

WHEREAS, the parties hereto agree, from their observation of their respective premises, that the only reason the retaining wall exists is to support substantial elevation changes of a significant portion of the back yard and the in-ground swimming pool on the Choma Premises. Said retaining wall serves no other purposes.

NOW THEREFORE, for and in consideration of the sum of ONE (\$1.00) DOLLAR, the provisions hereafter and other good and valuable consideration, receipt of which is hereby acknowledged,

and intending to be legally bound hereby, the parties agree as follows:

1. The above referenced WHEREAS clauses are incorporated herein by reference as fully as though set forth herein.
2. CHOMA has requested the City of Allentown vacate said N. Lawn Street.
3. COPE and McDERMOTT are not opposed to said vacation provided however the vacation establishes boundary lines within the vacated street as shown on the attachment hereto incorporated herein, made a part hereof and marked Attachment "A" and that title to portions of the vacated street transfer to the respective parties as shown on Attachment "A".
4. CHOMA recognizes and agrees that said retaining wall, any repairs or additions thereto and any additional retaining wall built in the future shall be the sole and separate property of CHOMA, their heirs, executors, administrators, successors and assigns and that CHOMA, not COPE nor McDERMOTT nor their respective heirs, executors, administrators, successors and assigns, is and shall be solely responsible for and liable for the costs of maintenance, repair and replacement, if necessary, of said retaining wall.

5. Upon the vacation of said N. Lawn Street in accordance with this Agreement and its attachments, CHOMA shall be deemed to have granted and conveyed unto COPE, an easement in the area shown on the attachment hereto, incorporated herein and marked Attachment "B". Said easement shall be for the purpose of landscaping and planting flowers, shrubs, trees and bushes and placing decorative objects of COPE'S choosing and in his sole and exclusive discretion, so as to shield from view on Cope's Premises the west side of said retaining wall. In the event any activities of CHOMA cause damage or injury to the plantings in the easement area, the same shall be promptly repaired or replaced at the expense of CHOMA and the plantings and easement area restored to the condition existing prior to the damage. No structures, sheds, fences, walls, improvements or objects shall be placed in the easement area by CHOMA. CHOMA'S use of the easement area shall be strictly limited to accessing the existing retaining wall for purposes of maintenance and repair.

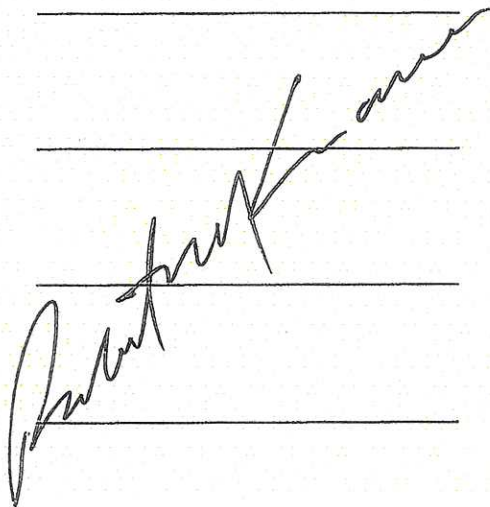
6. The provisions of this Agreement shall bind the parties, their heirs, executors, administrators, successors and assigns.


7. The provisions of this Agreement shall run with the land of the respective parties and a copy hereof shall be filed and recorded with the Recorder of Deeds, Lehigh County, Pennsylvania.

8. This Agreement is the entire agreement between the parties and shall not be added to, modified, detracted from or otherwise effected except in writing signed by the parties.

IN WITNESS WHEREOF and intending to be legally bound hereby the parties have set their hands and seals the day and year first above written.

WITNESS:






PAUL S. COPE



THOMAS J. McDERMOTT, III



VILIAM CHOMA



LUDMILA CHOMA

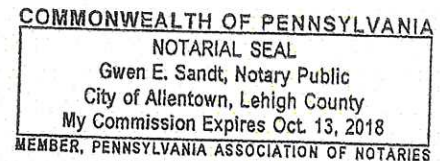
COMMONWEALTH OF PENNSYLVANIA)
) SS.
COUNTY OF LEHIGH)

On this, the 8th day of June, 2017, before me a Notary Public, the undersigned officer, personally appeared PAUL S. COPE, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained.

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

Gwen E Sandt
NOTARY PUBLIC

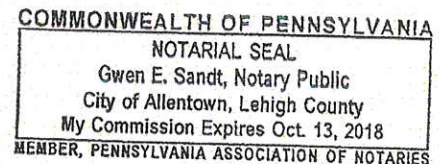
COMMONWEALTH OF PENNSYLVANIA)
) SS.
COUNTY OF LEHIGH)



On this, the 8th day of June 2017, before me a Notary Public, the undersigned officer, personally appeared THOMAS J. McDERMOTT, III, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained.

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

Gwen E Sandt
NOTARY PUBLIC



COMMONWEALTH OF PENNSYLVANIA)
) SS.
COUNTY OF LEHIGH)

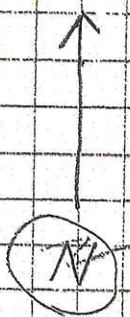
On this, the 8th day of June, 2017, before me a Notary Public, the undersigned officer, personally appeared VILIAM CHOMA & LUDMILA CHOMA, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument, and acknowledged that they executed the same for the purposes therein contained.

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

Gwen E Sandt
NOTARY PUBLIC

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
Gwen E. Sandt, Notary Public
City of Allentown, Lehigh County
My Commission Expires Oct. 13, 2018
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

ANDREWS ST



N. LAWN 51' 20'

MCDERMOTT

10' 10'

CHOMA

COFFE

18.5'

5.0'

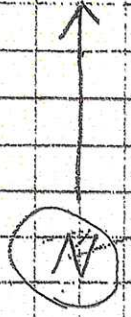
15.0'

ATTACHMENT

A

EARLY ST

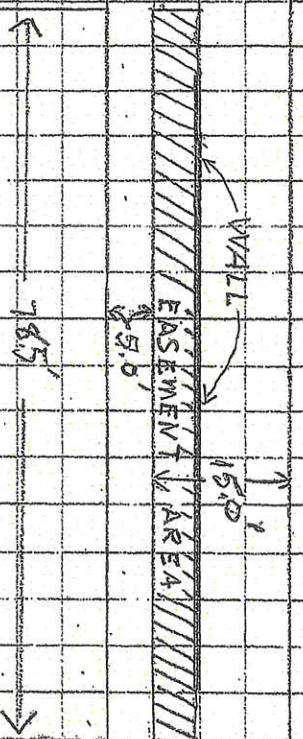
DREW
5/1



McDERMOTT

CHOWA

COPE



78.5'

ATTACHMENT "B"

5/1
EARLY