

Irene Woodward, AICP
Director of Planning
Bureau of Planning & Zoning
435 Hamilton Street
Allentown, PA 18101-1699
Office 610-437-7611
Fax 610-437-8781
Irene.Woodward@allentownpa.gov

October 9, 2019

The Honorable Roger MacLean
President, City Council
City of Allentown
435 Hamilton Street
Allentown, PA 18101

Re: Vacation of North Railroad Street from Hamilton Street to Court Street

Dear Mr. MacLean:

Please be advised that at the monthly meeting of the Allentown City Planning Commission held on Tuesday, October 8, 2019, the above referenced street vacation requested by the City of Allentown be recommended to City Council for APPROVAL subject to the conditions the owners providing easements to the existing utilities and an access easement across the vacated portion of Railroad Street to be provided for the Olsen Technologies Property (126 Linden Street).

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

Yours very truly,

Irene Woodward
Director of Planning

xc: Mayor Ray O'Connell
Joseph McMahon, Managing Director
Michael Hanlon, City Clerk
Craig Messinger, Interim Director of Public Works
Brian Borzak, PLS, Chief Surveyor/Designer

September 23rd, 2019

**REPORT TO THE CITY CLERK
AND THE
ALLENTOWN CITY PLANNING COMMISSION
REQUEST FOR STREET VACATION**

**RE: Request for the vacation of Railroad Street from the centerline
of Hamilton Street to the centerline of Court Street.**

**Requested by:
The City of Allentown Department of Public Works**

**Prepared by Brian L. Borzak, PLS, Chief Surveyor/Designer
City of Allentown Department of Public Works**

CONTENTS:

**Report and Recommendations
Location Map -- Portion of City Block Plan No. 20
Photos
Polls**

HISTORY OF THE STREET PROPOSED TO BE VACATED:

The portion of Railroad Street proposed to be vacated is in the 1st Ward. The street was accepted by the Official City Map prepared by Aschbach in the year 1870.

LOCATION AND CONDITION:

The subject street proposed to be vacated has an improved 20' right of way. The right of way has existing water, sanitary and storm sewer mains. Also PP&L has facilities within the right of way.

POLLS CITY OF ALLENTOWN:

Steve Vangelo, Acting Chief of Police has no objection to the street vacation

James Wehr, Fire Chief has no objection to the street vacation.

Dennis Weatherhold, Communications has not replied.

Richard Rasch, Utility Engineer has no objection to the street vacation.

Nelson Varughese, Traffic Control Superintendent has no objection to the street vacation.

Report to the
City Clerk and Allentown City Planning Commission
September 23rd, 2019
SUBJECT: Railroad Street Vacation Request

POLLS UTILITIES:

Verizon Communications has not replied.

PPL Electric Utilities objects, unless an easement is provided for their existing facilities.

UGI Utilities, Inc. has not replied.

LCA objects, unless an easement is provided for their existing facilities..

POLL ADJOINING OWNERS:

Olsen Technologies, the owner of 126 Linden Street objects to the street vacation, "This street vacation will cause undue hardship for trucks accessing our loading docks. The use of Court Street to access our loading docks was tested by delivery trucks and was found to difficult to use. The plan to extend Court Street to the new proposed road for the Waterfront will cause hardship for trucks accessing our Loading docks. This will be a huge problem for our shipping department and have adverse effects on our business."

123 Hamilton St. LLC , the owner of 123 Hamilton Street has no objection and has an agreement with the City for the proposed improvements needed for the construction of the proposed Riverside Drive.

RECOMMENDATIONS:

The Bureau of Engineering is asking for the subject street vacation which is needed for the development of the proposed Riverside Drive. The Bureau of Engineering is requiring a utility easement to remain for utilities and an access easement across the vacated portion of Railroad Street to be provided for the Olsen Technologies Property(126 Linden Street). The Engineering Department is requiring these easements to address the objections from polling.

Very truly yours,



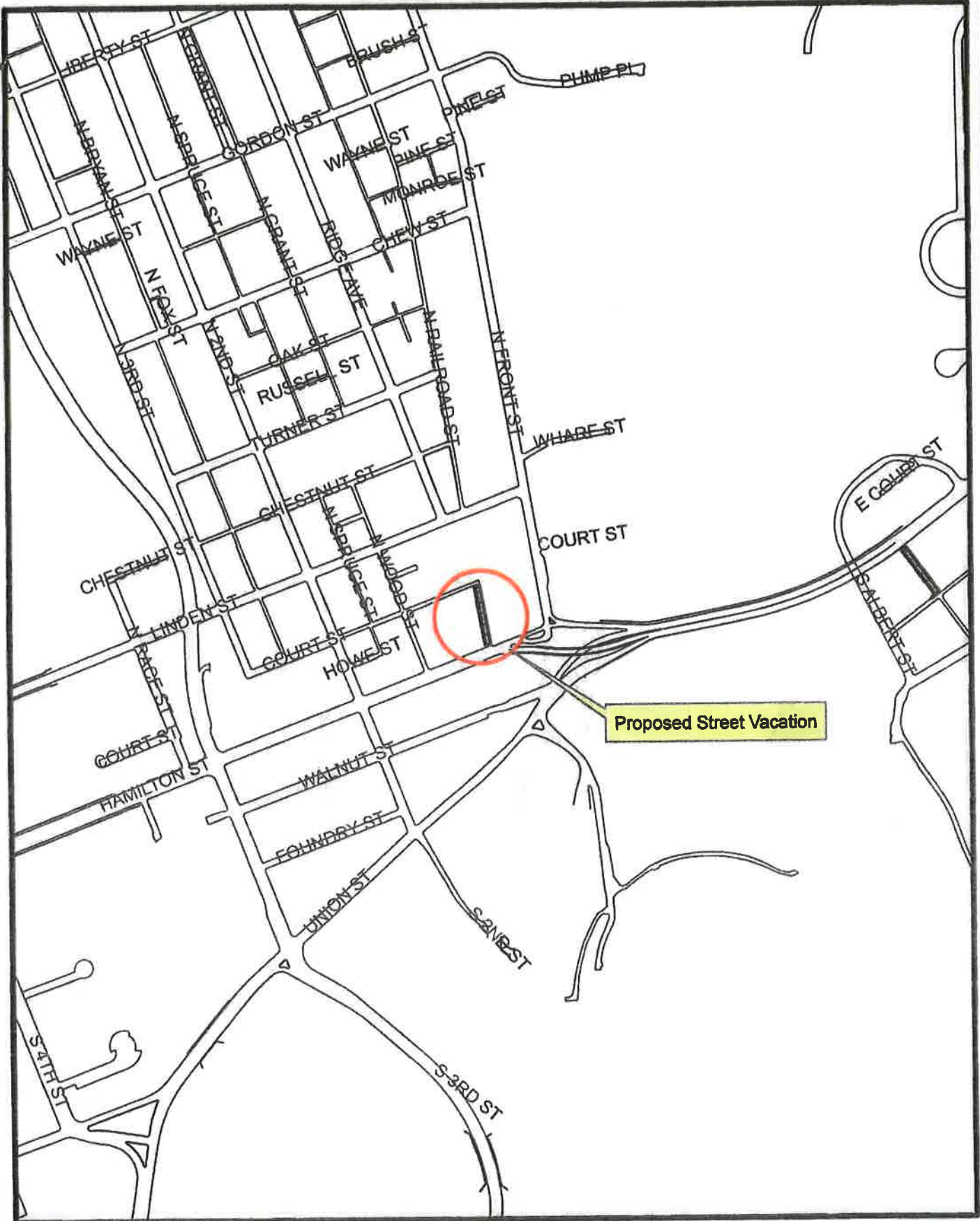
Craig Messinger
Public Works Director

**Report to the
City Clerk and Allentown City Planning Commission
September 23rd, 2019
SUBJECT: Railroad Street Vacation Request**

Attachments

**xc: Irene Woodward, Planning Director
Thomas Traud, City Solicitor
Michael P. Hanlon, City Clerk
Craig Messinger, Public Works Director**

CITY OF ALLENTOWN



Proposed Street Vacation

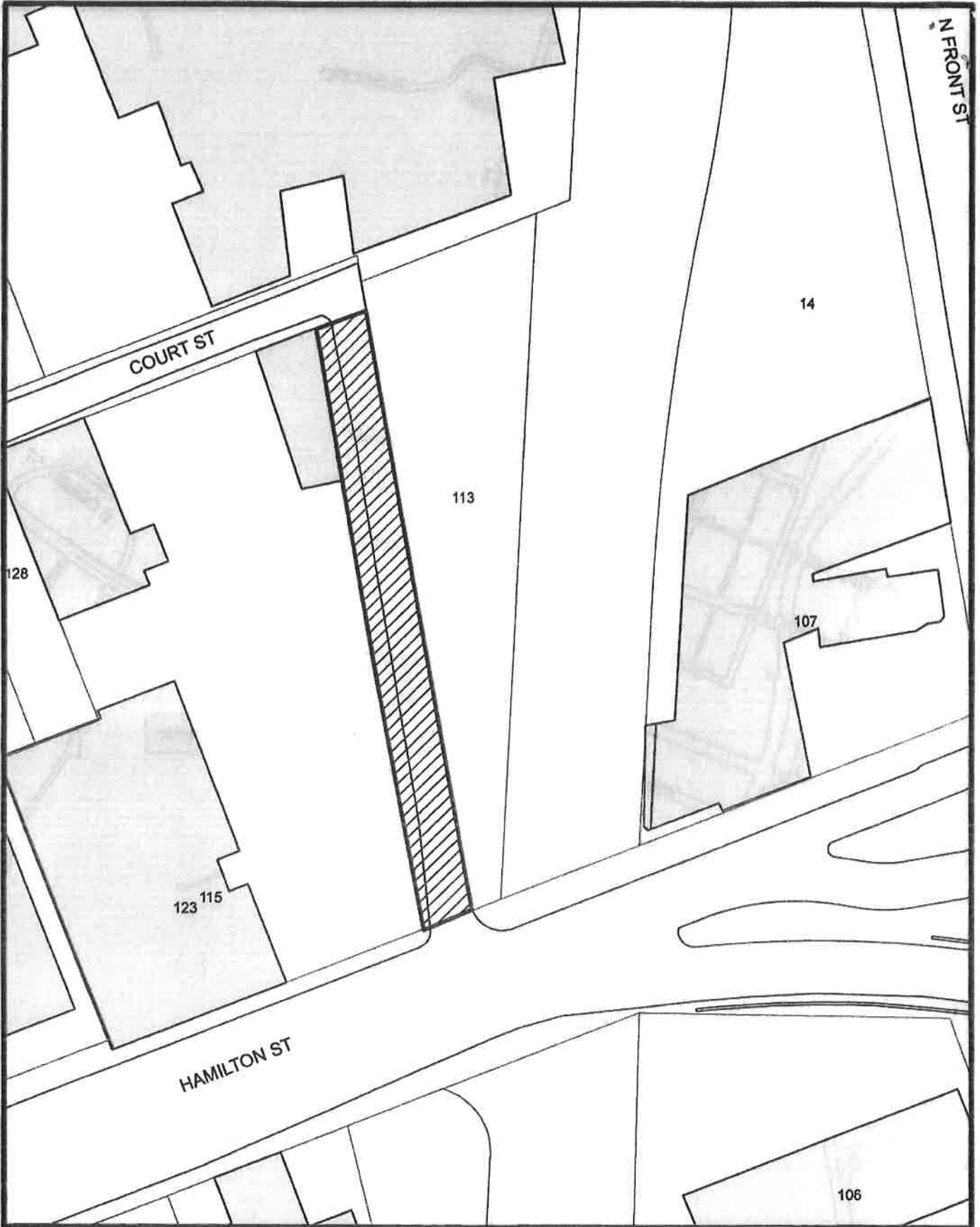


Proposed Street Vacation:
Railroad St. from Hamilton St. to Court St.

SCALE:
1" = 500'



CITY OF ALLENTOWN



Proposed Street Vacation:
Railroad St. from Hamilton St. to Court St.

SCALE:
1" = 50'



CITY OF ALLENTOWN



Proposed Street Vacation:
Railroad St. from Hamilton St. to Court St.

SCALE:
1" = 50'



11



Allentown
City without limits.

CRAIG W. MESSINGER
Acting Public Works Director
Bureau of Engineering
Department of Public Works
610.437.7587 Fax 610.437.7614
Craig.Messinger@allentownpa.gov

Supplemental Street Vacation Report
Allentown City Planning Commission

October 2, 2019

Subject: Railroad Street Vacation from Hamilton to Court Street

Dear Planning Commission Members:

I am writing to provide supplemental information concerning the Request for Street Vacation Report for Railroad Street report dated September 23, 2019. The street vacation is being requested as it relates to the construction of the proposed Riverside Drive.

Riverside Drive will be constructed on an abandoned rail line now owned by Trestle Development (Waterfront). The new road will intersect with Hamilton Street just east of Railroad Street. (See attached highlighted plan). The Hamilton Street / Riverside Drive intersection will need to be a signalized intersection based on roadway volumes.

Consequently, eastbound Hamilton Street traffic will stack at the new traffic light at Riverside Drive. Because of the close proximity of Railroad Street to Riverside Drive, the stacked traffic will eliminate the possibility of a left turn from Railroad Street onto Hamilton Street. After the traffic light is installed, any traffic wanting to make a left turn (eastbound across the river) from Railroad Street onto Hamilton Street will alternatively need to take a right from Railroad onto Hamilton, then a left onto American Parkway, and left onto Union Street to eastbound across the river.

The City approached Mr. Botros, the owner of 123 Hamilton Street, to acquire right of way (shown in orange on the attached highlighted plan) to construct an extension to Court Street for the purpose of providing an access to Riverside Drive. This access to Riverside Drive will allow for a right onto Riverside Drive and restores the ability to make a left onto Hamilton Street in a simpler manner than noted in the preceding paragraph.

In exchange for this right of way from Mr. Botros, and to receive approval from him to eliminate the left turn from his driveway onto Hamilton Street, the City has offered to vacate Railroad Street. The permission to eliminate the left turn from his driveway onto Hamilton will be a requirement by PennDOT prior to their issuing a permit for the Hamilton Street / Riverside Drive traffic signal.

We have attached a signed and recorded access and utility maintenance agreement across the to be vacated Railroad Street. Please review the highlighted paragraphs on sheets 1, 2, and 4 of the attached agreement. A specific access agreement across vacated Railroad Street has been granted to Mr. Olsen to maintain his current right of access across the Railroad Street right of way to the Olsen Technologies building.

If you have any question, or require additional information, please call me at (610) 437-7587.

Very truly yours,

Mr. Craig W. Messinger
Acting Public Works Director

Bridgeworks ■ 641 South 10th Street ■ Allentown, PA 18103-3173

Prepared By and Return To:

Office of the City Solicitor
 435 Hamilton Street
 Allentown, PA 18101

PIN: 640742802807 1 and 640742702017 1

**TEMPORARY CONSTRUCTION, MAINTENANCE, GRADING AND ACCESS
 EASEMENT AGREEMENT, DEDICATION, AND AGREEMENT TO VACATE**

THIS TEMPORARY CONSTRUCTION, MAINTENANCE, GRADING AND ACCESS EASEMENT AGREEMENT, DEDICATION AND AGREEMENT TO VACATE ("Agreement") is made this 23rd day of August, 2019, by and between **123 HAMILTON LLC**, a Pennsylvania limited liability company having a registered address of 1207 Union Blvd., Allentown, Pennsylvania 18109 ("**Company**") and **THE CITY OF ALLENTOWN**, having offices at 435 W. Hamilton Street, Allentown, Pennsylvania 18101 ("**City**").

RECITALS

A. Company is the owner of real property and improvements located in the City of Allentown bearing PIN 640742802807 1 and 640742702017 1 (collectively, the "**Company Property**").

B. City wishes to cause a street to be known as Riverside Drive ("**Riverside Drive**") and related improvements to be constructed in the City of Allentown. In order for Company to be able to gain access to Riverside Drive and allow for eastbound traffic on Hamilton Street from the Company Property, the City seeks to have Court Street be extended for that purpose, a portion of which will encroach upon the Company Property.

C. In order to accomplish all of the foregoing, Company has agreed to grant the City certain easements in, over and through the Company Property, all upon the terms, covenants and conditions hereinafter set forth. Company has further agreed to dedicate certain portions of the Company Property to the City of Allentown following the completion of construction, and in exchange for the extension of Court Street and the vacation of N. Railroad Street, agreed to the elimination of left turns from the Company Property onto Hamilton Street.

D. In consideration of Company's dedication and cooperation in carrying out the intent of this Agreement, the City has agreed, subject to satisfaction of the contingency set forth in Section 5(B), below, to commence vacation proceedings to vacate a portion of N. Railroad Street and if the vacation is approved by Allentown City Council, to convey the newly vacated N. Railroad Street to Company while reserving a permanent access easement on, over and across, the Vacated Property (defined below) in favor of the property known as 126 W. Linden Street, Allentown, Pennsylvania, currently owned by Olson Technologies Inc ("Olson Access Easement"). The City reserves a permanent grading and utility easement (as to existing utilities only) on, over and below the Vacated Property (collectively, "City Grading and Utility Easement").

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth and other good and valuable consideration, the parties hereto, intending to be legally bound, agree and covenant as follows:

1. Recitals Incorporated. The foregoing Recitals are incorporated into this Agreement as if fully set forth herein.

2. Grant of Access and Construction Easement. Company hereby declares, grants, and conveys unto and for the benefit and use of the City, its successors, assigns, contractors, and sub-contractors, a temporary non-exclusive easement of passage and use in, over and across those portions of the Company Property depicted in Exhibit A and each labeled as a "Temporary Construction, Grading, Access & Maintenance Easement", as more particularly described in Exhibit B, attached hereto ("Easement Area") for the purpose of constructing a portion of Riverside Drive, a portion of Court Street, sidewalk, curbing, traffic signs, and at the portion of the Easement Area located at the future intersection of Riverside Drive and Hamilton Street, a traffic signal pole and guy wires (collectively, the "Improvements") on the Company Property ("Construction Easement").

This Construction Easement further grants to the contractors performing survey, design and construction work relating to the Improvements on behalf of the City, the Commonwealth of Pennsylvania, and their respective agencies and contractors, the right, title, privilege and easement in, over and across the Easement Area for purposes of access, ingress, egress, placement of materials, and ground and equipment during construction, and to remove,

install, construct, inspect and accomplish the foregoing, and to restore the Company Property in accordance with Section 5(A)(i), below. The use of the Construction Easement shall be exercised so as to not unreasonably interfere with the use and operation of the remainder of the Company Property.

3. Grant of Access and Maintenance Easement. Company hereby declares, grants and conveys to City, its successors, assigns, contractors and sub-contractors, a temporary easement of passage and use in, over and across the Easement Area for purposes of maintaining the completed Improvements in accordance with, and for such time as required by the City of Allentown ("Maintenance Easement"); provided, however, that the use of such Maintenance Easement shall be exercised so as to not unreasonably interfere with the use and operation of the remainder of the Company Property.

4. Grading Easement. Company hereby declares, grants and conveys to the City, its successors, assigns, contractors and sub-contractors, a temporary grading easement in, over and across the Easement Area for purposes of grading portions of the Company Property, including any grading work which may be required during the maintenance period established by the City of Allentown (the "Grading Easement"); provided, however, that the use of such Grading Easement shall be exercised so as to not unreasonably interfere with the use and operation of the remainder of the Company Property.

5. Obligations of the Parties.

A. Obligations of City.

(i) All work to be performed hereunder shall be performed in a good and workmanlike manner. The City shall provide, or shall cause the contractors and sub-contractors performing the work to provide, Company with reasonable advance written notice of their intent to enter onto the Company Property and commence those activities permitted herein. The City, its contractors and sub-contractors, shall have the right to direct or restrict the routes of construction traffic and to impose reasonable rules and regulations to enable each of them to coordinate all construction activity in and on the Company Property. The City shall be responsible for reasonably protecting, repairing, and restoring all land, landscaping and improvements damaged or disturbed as a result of such construction activity. The City shall cause all contractors and subcontractors performing work or delivering materials or equipment

during construction to execute partial and final lien waivers so as to preclude the filing of any mechanics liens against the Company Property, and in the event of the filing of any mechanics liens, shall cause the contractors and sub-contractors to satisfy them of record within ten (10) business days of receipt of notice of the filing of such claim. The City shall cause the construction activities to be conducted in such a manner so as to not unreasonably interfere with the use and enjoyment of the Company Property by Company and its tenant(s), if any.

(ii) Upon City's receipt of confirmation that sufficient funds exist to extend Riverside Drive to the Hamilton Street intersection, the City shall commence proceedings to vacate that portion of N. Railroad Street depicted in Exhibit A as "North Railroad Street To Be Vacated by City of Allentown" and more particularly described in Exhibit C ("Vacated Property"), and seek approval to convey the Vacated Property to Company. Should Allentown City Council approve the vacation and conveyance to Company, the City shall promptly convey the Vacated Property to Company subject to the reservation of the Olson Access Easement in favor of Olson Technologies Inc. or its successor in title and the City Grading and Utility Easement in favor of the City.

B. Obligations of Company.

(i) Promptly following completion of the Improvements and final inspection and approval by the City of Allentown, Company shall dedicate those portions of the Company Property identified in Exhibit A as the "Lands of 123 Hamilton, LLC to be Dedicated to City of Allentown" (collectively, the "Dedication Area") and described in Exhibit D, together with those Improvements located thereon and therein to the City of Allentown without further consideration (the "Dedication"). Prior to the dedication, Company shall ensure that all mortgagors and tenants of the Company Property have released the Dedication Area from their mortgage and tenancy, respectively and that the area is dedicated free and clear of all other monetary liens, provided such liens were not caused by the City or a third party performing work on behalf of the City. If any liens have been caused by the City and/or a third-party performing work on behalf of the City, the City shall ensure that any such liens are satisfied. Company's agreement to dedicate the Dedication Area is contingent upon the City vacating that portion of N. Railroad Street and conveying the Vacated Property to Company in accordance with Section 5(A), above. Should the City fail to vacate N. Railroad Street and convey it to Company in

accordance with this Agreement, this agreement to dedicate shall automatically be deemed revoked by Company and the parties shall engage in good faith negotiations to reach an alternate agreement on the subject matter addressed in this Agreement.

(ii) In consideration for the vacation of N. Railroad Street and the extension of Court Street, Company agrees to the elimination of left turns from the Company Property onto Hamilton Street.

(iii) Company agrees to cooperate with the City and execute such documents and plans (including without limitation, a minor subdivision plan depicting the Easements and Dedication Area ("**Subdivision Plan**"), and land development plans concerning the Improvements) which may be requested by the City of Allentown, and any other governmental agency, body or authority as needed to obtain the necessary permits and approvals for the Improvements, Dedication and vacation. Following the City's approval of the Subdivision Plan, Company shall timely request of the City the right to extend the recording of the Subdivision Plan until such time as the City is ready to accept dedication of Riverside Drive and certain of the other Improvements.

6. **Term of Easement.** This Agreement shall be effective upon full execution by the parties hereto but the easements granted hereunder shall commence upon the date that the City receives confirmation that sufficient funds exist to extend Riverside Drive to the Hamilton Street intersection, and shall terminate upon the expiration of the maintenance period to be established by the City of Allentown.

7. **Insurance.** Throughout the term of this Agreement, the City shall cause all contractors and sub-contractors performing the Improvements work to maintain public liability insurance with respect to the construction upon the Company Property. Such policy shall be in the amount of no less than One Million and 00/100 (\$1,000,000.00) Dollars per occurrence and Two Million and 00/100 (\$2,000,000.00) in the aggregate, and shall name Company, and its successors and assigns, as additional insureds. The City shall cause all contractors and sub-contractors performing the Improvements work to maintain in effect during the construction and maintenance periods, property insurance coverage insuring against loss of, and damage to, property in such amounts of coverage as reasonably required by Company, and shall name Company as a loss payee. The insurer shall be at least A- rated by Best and shall have a financial

size category of no less than IX. The City shall cause proof of insurance to be provided to Company upon request.

8. **Indemnification.** The City hereby agrees that it shall cause any contractor performing work on the Improvements to contractually agree to release, indemnify, defend and hold harmless Company, its employees, members, managers and agents, from and against any and all claims, demands, liabilities, damages, costs and expenses, and claims, including without limitation, court costs and reasonable attorneys' fees, resulting from any and all loss of life or property, or from injury or damage to the person or property of any person, firm, corporation or entity, including each party, their heirs, representatives, agents, employees, tenants, customers and invitees, arising out of or in connection with such contractor's construction, grading, maintenance and repair of Riverside Drive and the Improvements as provided herein.

9. **Inurement.** This Agreement shall be binding upon and inure to benefit of the respective parties hereto and their grantees, heirs, beneficiaries, successors and assigns, and the easements hereby granted are perpetual and shall run with the land. Should the Company Property be sold, the successors-in-title to the Company Property shall be obligated to fulfill the obligations of Company under this Agreement to the extent not yet fulfilled including, without limitation, those obligations related to the Subdivision Plan and Dedication. Prior to selling the Company Property, Company (and any subsequent owner of the Company Property) shall notify the purchaser of the obligations arising under this Agreement; however, the failure of Company to do so shall not impact the enforceability of this Agreement against any successor-in-title to the Company Property.

10. **Recordation.** This Agreement shall be recorded upon execution by both parties. Following completion of the construction, grading and maintenance work contemplated by this Agreement and Company's dedication to the City of Allentown in accordance with Section 5(B), above, this Agreement shall be terminated of record.

11. **Miscellaneous.** The headings of this Agreement are for the purpose of reference only and shall not limit or define the meaning thereof. This Agreement shall be construed and enforced in accordance with, and governed by, the laws of the Commonwealth of Pennsylvania. This Agreement supersedes all prior agreements and understanding between the parties. This Agreement or any term hereof may not be changed, waived, modified, or terminated orally, but

only by an instrument in writing signed by the party against whom the enforcement of the change, waiver modification, or termination is sought. All Exhibits attached to this Agreement are incorporated herein by reference and made a part hereof.

12. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same Agreement.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have fixed their hands and seals to this Agreement the day and year first above written.

123 HAMILTON LLC



Name: Tony Botros

Title: owner

THE CITY OF ALLENTOWN

By: 

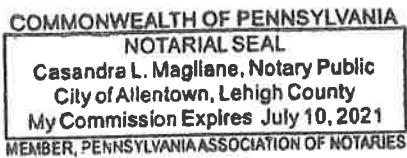
Name: Ray O'Connell

Title: Mayor

COMMONWEALTH OF PENNSYLVANIA)
) ss.
COUNTY OF LEHIGH)

On this, the 16th day of August, 2019, before me, the undersigned officer, personally appeared Tony Botross, who acknowledged himself to be the Owner of 123 Hamilton LLC, and who, being authorized to do so, executed the within instrument for the purposes therein expressed and desired that the same might be recorded as such.

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



Casandra L. Magliano
Notary Public

My Commission Expires: 7/10/2021

COMMONWEALTH OF PENNSYLVANIA)
) ss:
COUNTY OF LEHIGH)

On this, the 23rd day of August, 2019, before me, the undersigned officer, personally appeared Ray O'Connell, who acknowledged himself to be the Mayor of The City of Allentown, and who, being authorized to do so, executed the within instrument for the purposes therein expressed and desired that the same might be recorded as such.

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

Jean G. Brossman
Notary Public

Commonwealth of Pennsylvania
County of Lehigh

My Commission Expires: Dec 15, 2020

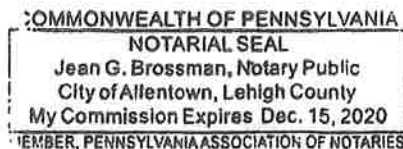
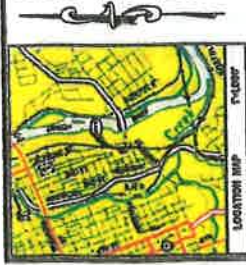
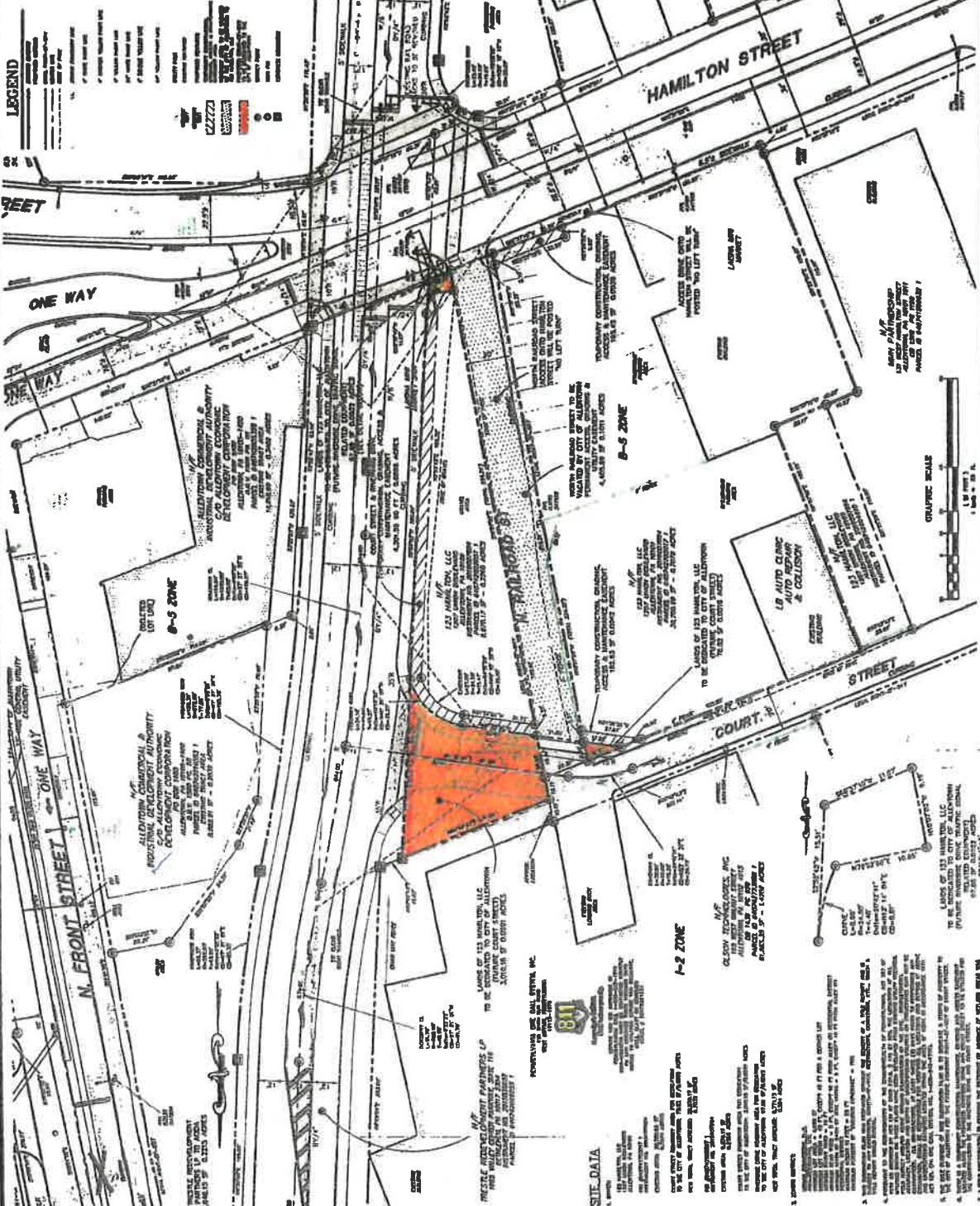


Exhibit A

See attached.



NOTICE OF INTENT

THE CITY OF ALLENTON, PA, HAS RECEIVED A NOTICE OF INTENT TO REZONE THE PROPERTY OF 123 HAMILTON, LLC, PARCEL ID 84074820807 1 AND 84074820807 2, FROM B-3 ZONE TO B-2 ZONE. THE CITY ENGINEER HAS REVIEWED THE PROPOSED REZONING AND HAS DETERMINED THAT THE PROPOSED REZONING IS IN THE BEST INTERESTS OF THE CITY OF ALLENTON, PA.

APPLICANT: 123 HAMILTON, LLC
ADDRESS: 123 HAMILTON STREET, ALLENTON, PA 18103
PHONE: (610) 261-1234
FAX: (610) 261-5678
E-MAIL: info@123hamilton.com



REASON FOR REZONING: THE APPLICANT IS REQUESTING THE REZONING OF THE PROPERTY FROM B-3 ZONE TO B-2 ZONE IN ORDER TO DEVELOP A COMMERCIAL BUILDING. THE PROPOSED REZONING IS IN THE BEST INTERESTS OF THE CITY OF ALLENTON, PA.

APPLICANT'S STATEMENT: THE APPLICANT IS REQUESTING THE REZONING OF THE PROPERTY FROM B-3 ZONE TO B-2 ZONE IN ORDER TO DEVELOP A COMMERCIAL BUILDING. THE PROPOSED REZONING IS IN THE BEST INTERESTS OF THE CITY OF ALLENTON, PA.

DATE: 10/15/2024
BY: [Signature]
TITLE: [Title]

NO.	DESCRIPTION	DATE
1	123 HAMILTON, LLC	10/15/2024
2	123 HAMILTON, LLC	10/15/2024
3	123 HAMILTON, LLC	10/15/2024
4	123 HAMILTON, LLC	10/15/2024
5	123 HAMILTON, LLC	10/15/2024
6	123 HAMILTON, LLC	10/15/2024
7	123 HAMILTON, LLC	10/15/2024
8	123 HAMILTON, LLC	10/15/2024
9	123 HAMILTON, LLC	10/15/2024
10	123 HAMILTON, LLC	10/15/2024

APPROVED BY: [Signature]
TITLE: [Title]

DATE: 10/15/2024

BY: [Signature]
TITLE: [Title]

DATE: 10/15/2024

BY: [Signature]
TITLE: [Title]

DATE: 10/15/2024

BY: [Signature]
TITLE: [Title]

DATE: 10/15/2024

BY: [Signature]
TITLE: [Title]

DATE: 10/15/2024

Exhibit B

LEGAL DESCRIPTION:

(PIN NO. 640742802807 1)

**TEMPORARY CONSTRUCTION, MAINTENANCE, GRADING AND ACCESS
EASEMENT FROM 123 HAMILTON LLC TO THE CITY OF ALLENTOWN FOR
THE CONSTRUCTION OF PROPOSED PUBLIC ROADWAYS**

**LOCATED IN: CITY OF ALLENTOWN, 1st Ward
 COUNTY OF LEHIGH
 COMMONWEALTH OF PENNSYLVANIA**

ALL THAT CERTAIN lot(s), parcel(s) or tract(s) of land situated in the City of Allentown, County of Lehigh, Commonwealth of Pennsylvania as described in a minor subdivision plan prepared by Lehigh Engineering Associates, Inc entitled "123 Hamilton LLC – Parcel ID 640742802807 1 and Parcel ID 640742702017 1" dated March 28, 2019.

Beginning at a point, said point located along the common boundary line of Olson Technologies, Inc, Parcel ID # 640742723888 1(southeastern corner) and the western boundary line of Trestle Redevelopment Partners LP, Parcel ID # 640741852584, thence South - 68 degrees – 42 minutes - 43 seconds - West, 11.02 feet and the lands herein described being the true point of beginning, thence;

- 1) **South - 02 degrees – 52 minutes - 43 seconds - West, 262.87 feet along the lands now or formerly Trestle Redevelopment Partners, Inc. to a point, thence;**
- 2) **South - 68 degrees – 37 minutes - 10 seconds - West, 11.07 feet along the legal right-of-way of a public roadway locally known as Hamilton Street, 30 feet from center line, to a point, thence;**
- 3) **North - 10 degrees – 07 minutes - 02 seconds - West, 17.27 feet along the legal right-of-way of a public roadway locally known as N. Railroad Street, 10 feet from center line, to a point, thence;**
- 4) **North - 79 degrees – 52 minutes - 58 seconds - East, 9.21 feet in and along the lands now or formerly Leocadio Falcon, to a point, thence;**
- 5) **North - 02 degrees – 52 minutes - 43 seconds - East, 166.32 feet in and along the same, to a point, thence;**
- 6) **Along an arc curving to the left with a radius of 24.50 feet and a length of 27.59 feet (Long Chord = North - 49 degrees - 19 minutes - 38 seconds - West, 26.16 feet) in and along the same, to a point, thence;**
- 7) **North - 81 degrees - 35 minutes - 26 seconds - West, 31.72 feet in and along the same to a point, thence;**
- 8) **North - 10 degrees - 07 minutes - 02 seconds - West, 34.80 feet along the legal right-of-way of a public roadway locally known as N. Railroad Street, 10 feet from center line and along the legal right-of-way of a public roadway locally known as Court Street, to a point, thence;**

- 9) **North - 68 degrees - 42 minutes - 43 seconds - East, 71.32 feet** along the southern property line of now or formerly Olsen Technologies, Inc., to a point being the true point of beginning, containing;

CONTAINING: 0.1001 acres (4,360.18 sq. ft.)

And

LEGAL DESCRIPTION:

(PIN NO. 640742702017 1)

**TEMPORARY CONSTRUCTION, MAINTENANCE, GRADING AND ACCESS
EASEMENT FROM 123 HAMILTON LLC TO THE CITY OF ALLENTOWN FOR
THE CONSTRUCTION OF COURT STREET**

**LOCATED IN: CITY OF ALLENTOWN, 1st Ward
COUNTY OF LEHIGH
COMMONWEALTH OF PENNSYLVANIA**

ALL THAT CERTAIN lot(s), parcel(s) or tract(s) of land situated in the City of Allentown, County of Lehigh, Commonwealth of Pennsylvania as described in a minor subdivision plan prepared by Lehigh Engineering Associates, Inc entitled "123 Hamilton LLC – Parcel ID 640742802807 1 and Parcel ID 640742702017 1" dated March 28, 2019.

Beginning at a point, said point being the intersection of the legal right-of-ways of two public streets, N. Railroad Street (northwest corner) and Court Street (southern side), thence;

- 10) **South - 10 degrees – 07 minutes - 02 seconds - East, 13.96 feet** along the legal right-of-way of a public roadway locally known as N. Railroad Street, 10 feet from center line, to a point, thence;
- 11) **North - 81 degrees - 35 minutes - 26 seconds - West, 27.64 feet** in and along lands now or formerly Leocadio Falcon, to a point, thence;
- 12) **North - 68 degrees - 42 minutes - 43 seconds - East, 26.72 feet** along the legal right-of-way of a public roadway locally known as Court Street, 10 feet from center line, to a point being the true point of beginning, containing;

CONTAINING: 0.0042 acres (182.93 sq. ft.)

And

LEGAL DESCRIPTION:

(PIN NO. 640742702017 1)

**TEMPORARY CONSTRUCTION, MAINTENANCE, GRADING AND ACCESS
EASEMENT FROM 123 HAMILTON LLC TO THE CITY OF ALLENTOWN FOR
THE CONSTRUCTION OF HAMILTON STREET**

**LOCATED IN: CITY OF ALLENTOWN, 1st Ward
 COUNTY OF LEHIGH
 COMMONWEALTH OF PENNSYLVANIA**

ALL THAT CERTAIN lot(s), parcel(s) or tract(s) of land situated in the City of Allentown, County of Lehigh, Commonwealth of Pennsylvania as described in a minor subdivision plan prepared by Lehigh Engineering Associates, Inc entitled "123 Hamilton LLC – Parcel ID 640742802807 1 and Parcel ID 640742702017 1" dated March 28, 2019.

Beginning at a point, said point being the intersection of the legal right-of-ways of two public streets, N. Railroad Street (southwest corner) and Hamilton Street (northern side), thence;

- 13) **South - 68 degrees – 37 minutes - 10 seconds - West, 32.59 feet** along the legal right-of-way of a public roadway locally known as Hamilton Street, 30 feet from center line, to a point, thence;
- 14) **North - 21 degrees - 28 minutes - 52 seconds - West, 5.00 feet** in and along lands now or formerly Leocadio Falcon, to a point, thence;
- 15) **North - 68 degrees - 37 minutes - 10 seconds - East, 33.59 feet** in and along lands now or formerly Leocadio Falcon, to a point, thence;
- 16) **South - 10 degrees - 07 minutes - 02 seconds - East, 5.10 feet** along the legal right-of-way of a public roadway locally known as N. Railroad Street, 10 feet from center line, to a point being the true point of beginning, containing;

CONTAINING: 0.0038 acres (165.45 sq. ft.)

Exhibit C

LEGAL DESCRIPTION:

**(PIN NO. 640742802807 1)
LANDS TO BE CONVEYED FROM
123 HAMILTON LLC
TO THE CITY OF ALLENTOWN
"COURT STREET RIGHT-OF-WAY"**

**LOCATED IN: CITY OF ALLENTOWN, 1st Ward
 COUNTY OF LEHIGH
 COMMONWEALTH OF PENNSYLVANIA**

ALL THAT CERTAIN lot(s), parcel(s) or tract(s) of land situated in the City of Allentown, County of Lehigh, Commonwealth of Pennsylvania as described in a minor subdivision plan prepared by Lehigh Engineering Associates, Inc entitled "123 Hamilton LLC – Parcel ID 640742802807 1 and Parcel ID 640742702017 1" dated March 28, 2019.

Beginning at a point, said point located along the common boundary line of Olson Technologies, Inc, Parcel ID # 640742723888 1(southeastern corner) and the western boundary line of Trestle Redevelopment Partners LP, Parcel ID # 640742829255 1, thence **South - 68 degrees – 42 minutes - 43 seconds - West, 11.02 feet** and the lands herein described being the true point of beginning, thence;

- 17) **South - 02 degrees – 52 minutes - 43 seconds - West, 81.36 feet** along the lands now or formerly Trestle Redevelopment Partners, Inc. to a point, thence;
- 18) **Along an arc curving to the left with a radius of 29.50 feet and a length of 34.14 feet (Long Chord = North - 48 degrees - 26 minutes - 07 seconds - West, 32.27 feet)** in and along lands now or formerly Leocadio Falcon to a point, thence;
- 19) **North - 81 degrees - 35 minutes - 26 seconds - West, 33.40 feet** in and along the same to a point, thence;
- 20) **North - 10 degrees - 07 minutes - 02 seconds - West, 29.53 feet** along the legal right-of-way of a public roadway locally known as N. Railroad Street, 10 feet from center line and along the legal right-of-way of a public roadway locally known as Court Street to a point, thence;
- 21) **North - 68 degrees - 42 minutes - 43 seconds - East, 71.32 feet** along the southern property line of now or formerly Olsen Technologies, Inc., to a point being the true point of beginning, containing;

CONTAINING: 0.0691 acres (3,010.16 sq. ft.)

And

LEGAL DESCRIPTION:
(PIN NO. 640742702017 1)
LANDS TO BE CONVEYED FROM
123 HAMILTON LLC
TO THE CITY OF ALLENTOWN
"COURT STREET RIGHT-OF-WAY"

LOCATED IN: **CITY OF ALLENTOWN, 1st Ward**
 COUNTY OF LEHIGH
 COMMONWEALTH OF PENNSYLVANIA

ALL THAT CERTAIN lot(s), parcel(s) or tract(s) of land situated in the City of Allentown, County of Lehigh, Commonwealth of Pennsylvania as described in a minor subdivision plan prepared by Lehigh Engineering Associates, Inc entitled 123 Hamilton LLC – Parcel ID 640742802807 1 and Parcel ID 640742702017 1" dated March 28, 2019.

Beginning at a point, said point being the intersection of the legal right-of-ways of two public streets, N. Railroad Street (northwest corner) and Court Street (southern side), thence;

- 22) **South - 10 degrees – 07 minutes - 02 seconds - East, 8.69 feet** along the legal right-of-way of a public roadway locally known as N. Railroad Street, 10 feet from center line, to a point, thence;
- 23) **North - 81 degrees - 35 minutes - 26 seconds - West, 17.20 feet** in and along lands now or formerly Leocadio Falcon, to a point, thence;
- 24) **North - 68 degrees - 42 minutes - 43 seconds - East, 16.62 feet** along the legal right-of-way of a public roadway locally known as Court Street, 10 feet from center line, to a point being the true point of beginning, containing;

CONTAINING: 0.0016 acres (70.82 sq. ft.)

And

LEGAL DESCRIPTION:

(PIN NO. 640742802807 1)

LANDS TO BE CONVEYED FROM

123 HAMILTON LLC TO THE CITY OF ALLENTOWN

"RIVERSIVE DRIVE RIGHT-OF-WAY"

**LOCATED IN: CITY OF ALLENTOWN, 1st Ward
 COUNTY OF LEHIGH
 COMMONWEALTH OF PENNSYLVANIA**

ALL THAT CERTAIN lot(s), parcel(s) or tract(s) of land situated in the City of Allentown, County of Lehigh, Commonwealth of Pennsylvania as described in a minor subdivision plan prepared by Lehigh Engineering Associates, Inc entitled "123 Hamilton LLC – Parcel ID 640742802807 1 and Parcel ID 640742702017 1" dated March 28, 2019.

Beginning at a point, said point located along the eastern right-of-way of a public roadway locally known as N. Railroad Street, 10 feet from center line where it intersects with the northern right-of-way of another public roadway locally known as Hamilton Street, 30 feet from center line being the true point of beginning, thence;

- 25) **North - 10 degrees – 07 minutes - 02 seconds - West, 17.27 feet** along the eastern right-of-way line of a public roadway locally known as N. Railroad Street, 10 feet from center line, to a point, thence;
- 26) **North - 79 degrees - 52 minutes - 58 seconds - East, 14.34 feet** in and along the lands now or formerly Leocadio Falcon, to a point, thence;
- 27) **South - 02 degrees - 52 minutes - 43 seconds - West, 15.51 feet** in and along the lands now or formerly Trestle Redevelopment Partners LC, to a point, thence;
- 28) **South - 68 degrees - 37 minutes - 10 seconds - West, 11.07 feet** along the northern right-of-way line of a public roadway locally known as Hamilton Street, 30 feet from center line, to the true point of beginning, containing;

CONTAINING: 0.0046 acres (202.09 sq. ft.)

