

ORDINANCE NO. 15391

FILE OF CITY COUNCIL

BILL NO. 49 - 2017

August 2, 2017

AN ORDINANCE

Providing for the vacation of a portion of North Lawn Street from the centerline of Andrew Street to the centerline of Early Street and being located in the Seventeenth Ward of the City of Allentown:

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF ALLENTOWN:

SECTION 1. That North Lawn Street from the centerline of Andrew Street to the centerline of Early Street and being located in the Seventeenth Ward of the City of Allentown be and the same is hereby vacated.

SECTION 2. That this ordinance relinquishes the City's Easement rights in the subject vacated street area.

SECTION 3. Subject to the provisions set forth in Ordinance No. 12245, passed April 6, 1977.

SECTION 4. That all Ordinances inconsistent with the above provisions are repealed to the extent of their inconsistency.

SECTION 5. That this Ordinance be effective in accordance with the attached agreement.

	Yea	Nay
Candida Affa	X	
Julio A. Guridy	X	
Daryl Hendricks, VP	X	
Roger MacLean	X	
David K. McGuire	X	
Cynthia Y. Mota	X	
Ray O'Connell, Pres.	X	
TOTAL	7	0

I hereby certify that the foregoing Ordinance was passed by City Council on September 6, 2017 and signed by the Mayor on September 11, 2017.



CITY CLERK

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.

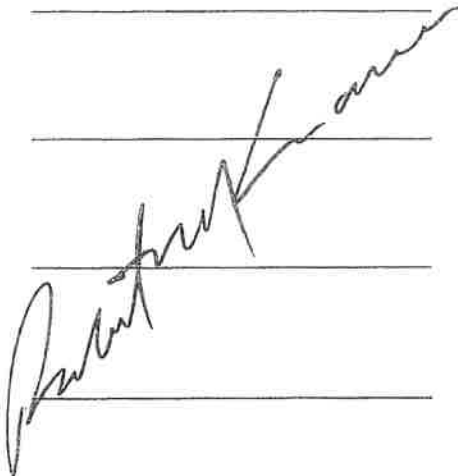
6. The provisions of this Agreement shall bind the parties, their heirs, executors, administrators, successors and assigns.


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

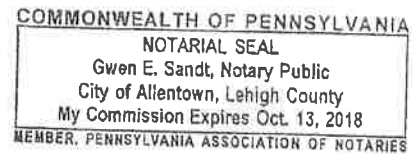
COMMONWEALTH OF PENNSYLVANIA)
) SS.
COUNTY OF LEHIGH)

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

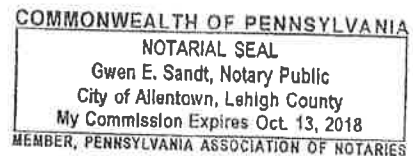
COMMONWEALTH OF PENNSYLVANIA)
) SS.
COUNTY OF LEHIGH)



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

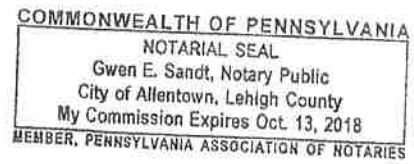


COMMONWEALTH OF PENNSYLVANIA)
) SS.
COUNTY OF LEHIGH)

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



INDRELU
ST



N. L. AVENUE ST

MACDERMOTT

CHOWA

COFFE



78.5'



10'
10'
10'

5.0'

15.0'

ATTACHMENT

A

EARLY
ST

ANDREW ST



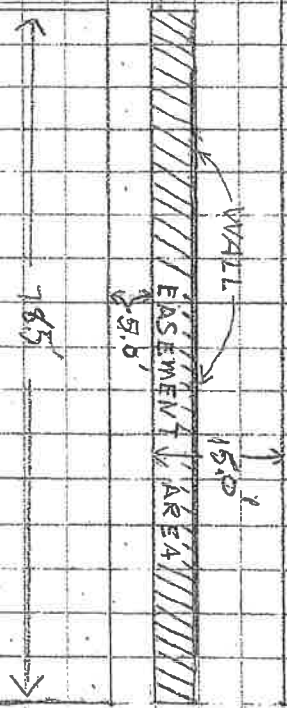
McDERMOTT

N LAMUN ST



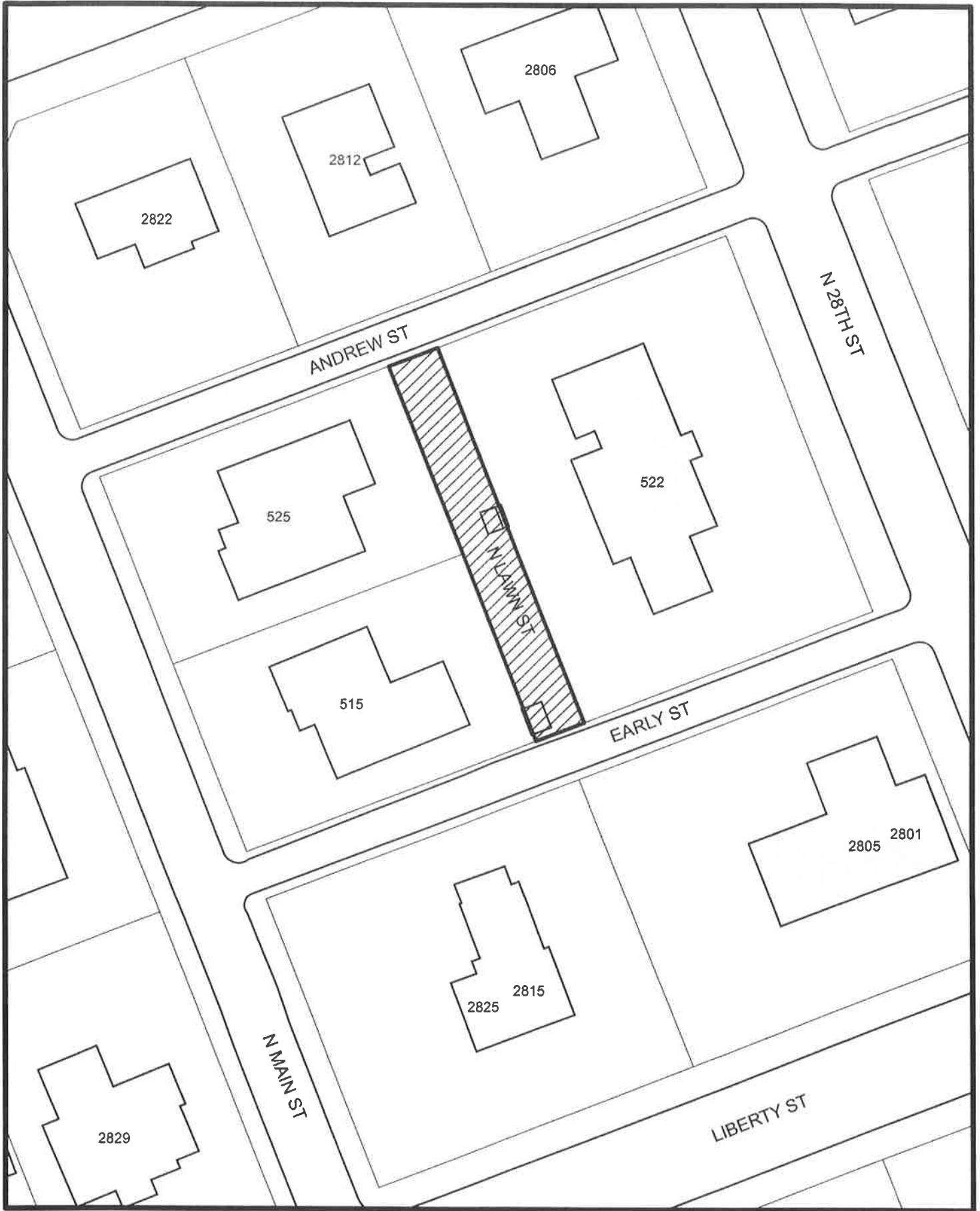
CHOMA

COPIE



ATTACHMENT "B" EMBLY ST

CITY OF ALLENTOWN

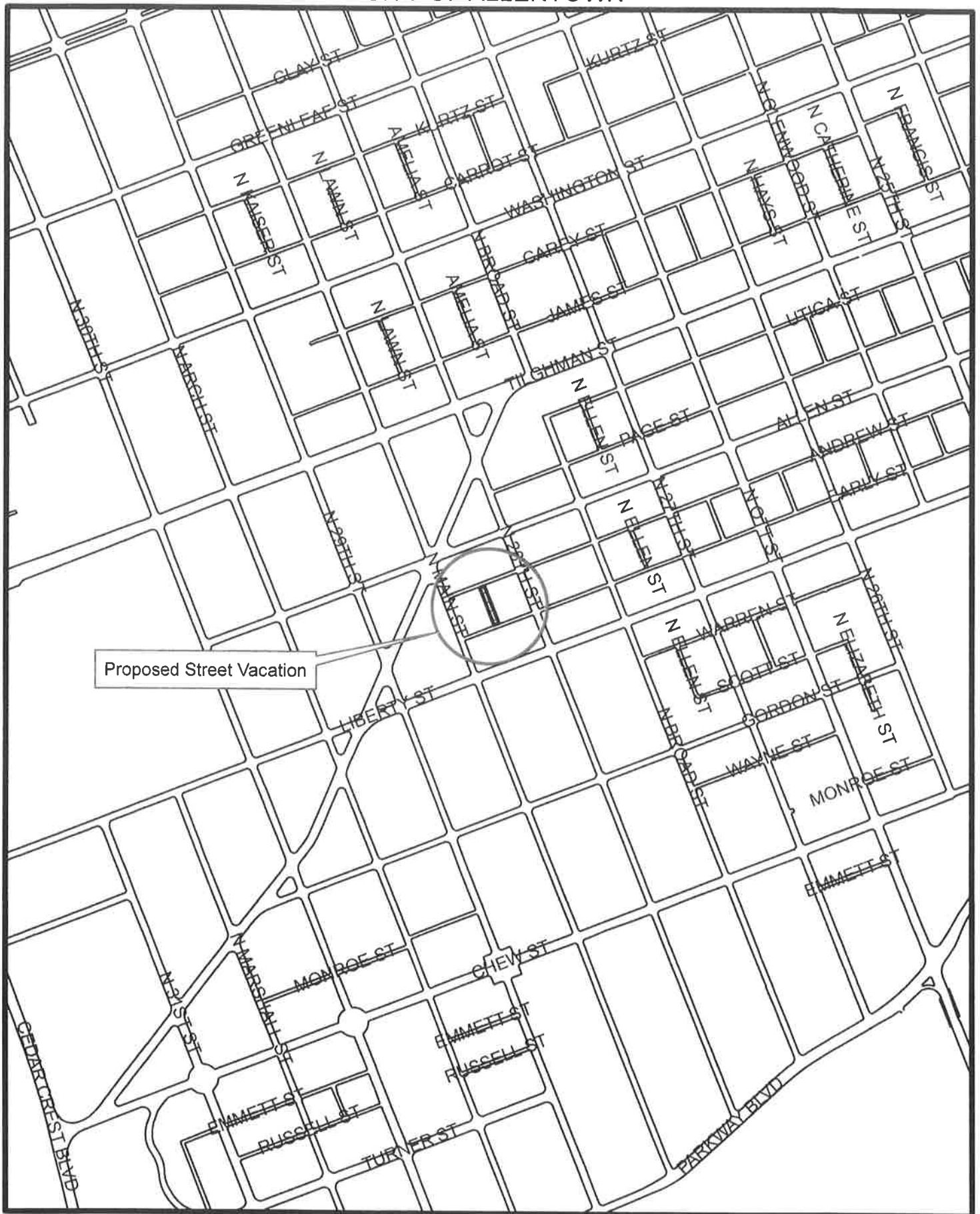


Proposed Street Vacation:
N. Lawn St.
Between Andrew St. & Early St.

SCALE:
1" = 50'



CITY OF ALLENTOWN



Proposed Street Vacation



Proposed Street Vacation:
N. Lawn St.
Between Andrew St. & Early St.

SCALE:
1" = 500'

