

COPY

IN THE COURT OF COMMON PLEAS OF
NORTHAMPTON COUNTY, PENNSYLVANIA
CIVIL DIVISION

GRAVEL HILL ENTERPRISES, INC.,
Appellant,

vs.

LOWER MT. BETHEL TOWNSHIP
ZONING HEARING BOARD,
Appellee,

LOWER MT. BETHEL TOWNSHIP,
Intervenor,

WILLIAM S. and CATHERINE S.
BUEHLER AND
GUS AND ARLENE TISHUK
Intervenors.

NO. C-0048-CV-2014-11880

LAND USE APPEAL

FILED
2015 NOV 20 PM 3 48
COURT OF COMMON PLEAS
CIVIL DIVISION
NORTHAMPTON COUNTY, PA

ORDER

AND NOW, this *20th* day of November, 2015, upon consideration of the Joint Motion for Court Approval of Settlement Agreement presented by Gravel Hill Enterprises, Inc. and Lower Mount Bethel Township, and upon consideration of the response to the Motion by the Intervenors, it is hereby ORDERED and DECREED as followed:

1. The Settlement Agreement, and all exhibits thereto, dated November 18, 2015, executed by Lower Mount Bethel Township and Gravel Hill Enterprises, Inc. is hereby adopted as an Order of this Court. A copy of the fully executed Settlement Agreement, including all executed exhibits, is attached hereto and incorporated herein as Exhibit 1.
2. This Order of Court and the Settlement Agreement, including all exhibits, shall be deemed to be a covenant running with the land with regard to the properties located at: (i) 10143 Gravel Hill Road, Bangor, Lower Mount Bethel Township/Upper Mount Bethel

Township, Northampton County, Pennsylvania (Tax. Map I.D. Nos. F11-9-3A-0117 and F11-9-3A-0131), and (ii) Riverton Road, Upper Mount Bethel Township, Northampton County, Pennsylvania (Tax. Map I.D. Nos. F11-9-2-0131 and F12-1-2-0131), and shall bind the parties to this proceeding (and to a limited extent, Gravel Hill Farms Organic Top Soil, Inc.) and each successive owner of all or any part of the aforementioned properties.

3. A certified copy of this Order of Court, together with the Settlement Agreement and all exhibits thereto, which are attached hereto as Exhibit 1, shall be recorded in the Office of the Recorder of Deeds for Northampton County and indexed against the parcels and the record owners of and/or the parcels located at Tax Map I.D. Nos. F11-9-3A-0117, F11-9-3A-0131, F11-9-2-0131 and F12-1-2-0131.

BY THE COURT:



JENNIFER R. SLETVOLD, J.

SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT ("Agreement") is made this 18th day of Nov., 2015 by GRAVEL HILL ENTERPRISES, INC. ("GHE" or "Owner"), a Pennsylvania corporation, and LOWER MOUNT BETHEL TOWNSHIP ("Township") a Pennsylvania township of the second class.

BACKGROUND

A. GHE is the owner of a tract of land located at 10143 Gravel Hill Road, Bangor, Lower Mount Bethel Township, Northampton County, Pennsylvania (Tax Map I.D. No. F11-9-3A) ("Property").

B. On or about September 3, 2014, GHE filed an application with the Lower Mount Bethel Township Zoning Hearing Board (the "ZHB") seeking zoning relief from Sections 432.01, 432.02, 610, 641.02, and 641.11 of the Township's Zoning Ordinance ("Zoning Ordinance") to permit a mulch and composting business on the Property (specifically including incoming stump and yard waste, stump-grinding, and the use of a stump shredder) (the "Use"). The Use as it operates on the Property shall be referred to as the "Facility".

C. The Property is located in the Agricultural zoning district, where the Use is not permitted.

D. The Property is subject to an Order from the Commonwealth of Pennsylvania, Department of Environmental Protection (“DEP”) dated December 31, 1999 (the “DEP Consent Order”), which requires, *inter alia*, that all stumps, woodchips and other debris currently existing or located on the Property be removed. The DEP Consent Order was necessary because of a prior owner’s violations of the Solid Waste Management Act and the Air Pollution Control Act.

E. The ZHB took evidence on GHE’s zoning application over the course of three hearings held on September 17, 2014, October 1, 2014 and October 7, 2014.

F. On October 7, 2014, the ZHB voted to deny the variance requested by GHE on the basis that GHE did not meet the applicable sections of the Zoning Ordinance or the Municipalities Planning Code.

G. On November 17, 2014, the ZHB issued its written opinion denying GHE’s request for a variance.

H. On December 15, 2014, GHE filed a Land Use Appeal with the Northampton County Court of Common Pleas at docket number C-0048-CV-2014-11880 (the “Appeal”) challenging the ZHB’s denial of GHE’s request for a variance.

I. On December 22, 2014, the Township filed its Notice of Intervention.

J. The parties briefed the issues before the Court.

K. On May 26, 2015, the Court assigned the Appeal to the Honorable Jennifer R. Sletvold, and Judge Sletvold held oral argument on the Appeal.

L. The Court held settlement conferences on June 25, 2015 and on October 1, 2015.

M. On September 11, 2015, William S. Buehler, Catherine S. Buehler, Gus Tishuk, and Arlene Tishuk (the “Intervenors”) filed a Petition to Intervene Pursuant to Pennsylvania

Rule of Civil Procedure No. 2328 with the Court.

N. On October 30, 2015, the Court permitted the Intervenor to intervene in the Appeal. GHE, the Township and the Intervenor agreed before the Court that, as a matter of law, the Court would be empowered to approve or reject this Agreement notwithstanding any position taken by the Intervenor, and that the Intervenor would be given an opportunity to comment on the Agreement.

O. On October 30, 2015, the Intervenor was provided with a copy of the then-current version of this Agreement.

P. GHE and the Township determined that, under the present circumstances, it was in their best interests to amicably settle the disputed claims.

NOW THEREFORE, in consideration of the facts set forth in the Background to this Agreement, and in consideration of the mutual covenants and agreements contained herein, the parties hereto intending to be legally bound hereby, agree as follows:

1. INCORPORATION OF BACKGROUND. Paragraphs A through P of the Background to this Agreement are incorporated as material terms of this Agreement as if fully set forth in the body of this Agreement.

2. EXECUTION OF THIS AGREEMENT AND COURT APPROVAL. At a public meeting held on November 2, 2015, the Board of Supervisors of the Township ("Board"), in a 3-2 vote, approved an earlier form of this Agreement. Thereafter, the Intervenor provided comment on the Agreement, and the Agreement was amended to incorporate certain comments provided by the Intervenor. At a public meeting held on November 16, 2015, the Board, in a 3-1 vote, approved this Agreement and caused this Agreement to be properly signed by authorized representatives of the Township. Upon

countersignature by GHE and Top Soil Properties (as hereinafter defined), the Agreement shall be submitted to the Court upon a Motion to approve this Agreement by Order of Court; such Motion shall be filed with the Court on or before November 20, 2015. Thereafter, the Court will enter an Order of Court either approving or rejecting this Agreement. In the event the Court rejects this Agreement, this Agreement shall be null and void and of no further force and effect.

3. OPERATION OF THE FACILITY.

A. Wholesale Use Only.

1) GHE may operate the Facility for wholesale purposes pursuant to the terms of this Agreement only. For purposes of this Agreement and this Section 3.A, the term "wholesale" shall mean the selling of goods in large quantities for resale by a retailer (i.e. sale to a business for resale and not to the end user/consumer). This Agreement shall not be deemed to authorize GHE to use the Property or the Facility for retail sales or sales directly to end consumers.

2) Gravel Hill Farms Organic Top Soil, Inc. ("Top Soil") owns two (2) parcels of property (Tax Parcel ID Nos. F11-9-2-0131 and F12-1-2-0131) more fully described in the deed recorded with the Northampton County Recorder of Deeds Office at Deed Book Volume 2015-1, page 88180 (the "Top Soil Properties"). The Top Soil Properties abut the Property and are depicted on Exhibit "A", which is incorporated herein by reference. Gerald DiDomenico, President of GHE, is also the President of Top Soil. As part of this Agreement, GHE and Gerald DiDomenico (as President of GHE and Top Soil), agree that no retail sales or sales directly to end consumers will be conducted on the Top Soil Properties. To that end, Top Soil is executing a Limited Joinder and Consent, in the form attached hereto as Exhibit "B", which is incorporated herein by reference.

B. Rules. GHE shall publish a set of written rules and regulations (the "Rules") on its website and shall provide a copy of the Rules to every driver of any Truck visiting the Facility. The Rules shall contain any and all requirements of this Agreement relating to hours of operation, trucks and safety protocol as well as the rules and regulations for use of the Facility as set forth by GHE, which shall not be contrary to any requirement of this Agreement. GHE shall provide the Township with a copy of the Rules.

C. Hours of Operation. GHE may operate the Facility during the week (Monday through Friday) between the hours of 8:00 a.m. and 5:00 p.m. only. GHE may operate the Facility on Saturdays between the hours of 8:00 a.m. and 4:00 p.m. only. Any operation of the Facility, in whole or in part, outside of the foregoing times is strictly prohibited. On Saturdays, GHE shall not: (i) operate any stump shredding machines at the Property; and, (ii) permit any Trucks (as such term is hereinafter defined) to travel to and/or from the Property. GHE shall not operate the Facility in any capacity on Sundays or legal holidays. For the purposes of this Agreement, legal holidays shall include: New Year's Day, Martin Luther King, Jr. Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day and Christmas Day. The hours of operation shall be in the Rules.

D. Trucks.

1) The term "Truck" shall include all types of vehicles traveling to or from the Property, except the term "Truck" shall not include pick-up trucks. Provided, however, that pick-up trucks shall constitute a Truck if the pick-up is (i) commercial (a pick-up shall be deemed commercial if it has a commercial license plate, displays the name of a commercial enterprise on the vehicle, and/or it is used for business purposes); and/or (ii) tows a trailer.

2) All Trucks shall travel to and from the Property via the following approved truck route (the "Route"): Route 611 to Three Church Hill onto Belvidere-Martins Creek Highway, onto Gravel Hill Road to the entrance of the Property. GHE shall post the Route on its public website and shall provide the Route to all drivers coming to the Property in the Rules. In addition, GHE shall publish a phone number on its public website for complaints, concerns and inquiries related to the Route. In addition, on its website, GHE shall post the Township's telephone number on its website for complaints, concerns and inquiries related to the Route.

3) The term "Trip" shall be defined as one inbound or one outbound course of travel to or from the Property by a Truck (i.e., a roundtrip to and from the Property would be two (2) Trips). The total maximum number of Trucks traveling to and from the Property shall be no more than three hundred (300) Trips per week. In addition, as part of the weekly maximum Trip count, there shall be no more than one hundred (100) Trips per day. The aforementioned maximum Trip counts include all Trips to and from the Property, including but not limited to Trips associated with removing materials as required by the DEP and unloaded Trips.

4) GHE shall not permit the staging and/or lining up of any Trucks and/or any other vehicles, trailers or equipment on Gravel Hill Road, any other road within the Township, or on any access drive to the Property at any time whatsoever. GHE shall post this restriction on its website and in the Rules.

5) GHE shall not permit any Trucks to use a compression release engine brake (a/k/a Jake brake or Jacob's brake) on Gravel Hill Road, any other road within the Township, or any access drive to the Property at any time whatsoever; provided, however that a

compression release engine brake may be used in the event of a bona fide emergency. "Riding" or routinely using the brake down an incline shall not be considered an emergency. GHE shall post this restriction on its website and in the Rules.

6) GHE shall reimburse the Township for all costs associated with and/or related to the preparation and enactment of a Township ordinance limiting the weight and/or restricting the travel of certain classes of trucks on roads that are not part of the Route (these costs shall include, but shall not be limited to, reasonable attorney' fees, ancillary studies and reasonable engineering fees). GHE shall reimburse the Township within twenty (20) days of a receipt of an invoice therefor. GHE's failure to submit timely payment to the Township pursuant to this Section 3.D.6 shall be considered a violation of this Agreement. In addition, GHE shall pay a late charge of Five Hundred Dollars (\$500) for any reimbursement which is not paid when due. If any reimbursement pursuant to this Section remains due for thirty (30) days, then there shall be an additional late charge of eighteen percent (18%) per annum on the outstanding amount due under this Agreement until such time as the outstanding amount is paid in full.

7) Upon twenty-four (24) hours' notice, the Township, at its sole cost, may install a traffic count device, which may include the use of video technology ("Traffic Meter") on the Property at the entrance to the Facility. The type of Traffic Meter used by the Township shall be in the Township's sole discretion, but shall not interfere with the use of the Facility. The Township shall have all responsibility for the maintenance of the Traffic Meter. The Township may enter the Property upon twenty-four (24) hours' notice to collect data from or inspect the Traffic Meter. If the Township enters upon the Property to collect data from the Traffic Meter, it shall provide GHE with a copy of any data received within two (2) business

days of collecting the data. GHE shall not alter, move, damage, or otherwise interfere with the placement of the Traffic Meter or the data received by the Traffic Meter.

E. Noise Abatement.

1) GHE shall install and properly maintain in a fully operational condition at all times, sound level meters in at least six (6) locations along the Property line approved by the Township in its reasonable discretion. The initial locations of the sound level meters shall be depicted on a map of the Property which is attached hereto as Exhibit "A". At all times, GHE shall maintain at least one (1) of the six (6) sound level meters at the entrance to the Facility. In the event that GHE needs to change the location of any sound level meter, GHE shall provide the Township with written notice of the proposed new location of the sound level meter. The Township shall review the proposed new location of the sound level meter and advise GHE whether the proposed location is approved within thirty (30) days of receipt of GHE's written notice. All sound level meters installed by GHE shall comply with International Electrotechnical Commission (IEC) 61672-1:2013, shall be at least an American National Standards Institute (ANSI) Type 2 sound level meter and/or Class 2 as set forth in the IEC 61672-1:2013, shall have a memory chip sufficient to record a minimum of thirty (30) days of data and shall record data every five (5) minutes between the hours of 7:00 a.m. and 6:00 p.m. GHE shall provide the Township with the model number and manufacturer of the sound level meters that it installs and/or utilizes at the Property. GHE shall maintain the sound level meters in good working condition at all times. In addition, GHE shall test the sound level meters at least one (1) time every six (6) months for functionality and accuracy.

2) The noise levels, as measured from all points along the Property line shall not exceed 65 decibels (dBA) at any time. GHE shall measure and record the noise

levels every five (5) minutes between the hours of 7:00 a.m. and 6:00 p.m. The measurement shall be taken during full operation at the Facility (that is, the grinders shall be operating, trucks moving, and equipment running). GHE shall provide the Township with the measurement data on a quarterly basis (March 30, June 30, September 30 and December 30). The Township may independently measure the noise levels using the sound level meters installed by GHE during any site visit, as permitted in Section 5.E. In addition, GHE shall provide the Township with noise measurement data upon request with one (1) business days' notice.

3) The operation at the Property shall be limited to an 18.8 acre area of the Property (the "Operations Area"), as designated on Exhibit "A". The Operations Area shall not be located within two hundred (200) feet of any Property line and/or the ravine, which is depicted on Exhibit "A". GHE shall install an earthen noise berm along the length of the ravine in the Operations Area. The noise berm shall be depicted on Exhibit "A". The noise berm shall have a height of at least ten (10) feet and shall comply with the Ordinances of Lower Mount Bethel Township.

F. Lights. GHE shall not use spotlights, flood lighting or any other form of lighting that is visible from adjacent properties or produces a glare that is visible from adjacent properties at any time other than the permitted hours of operation as set forth in Section 3.C herein. In addition, GHE shall not use any of the following lighting at any time: temporary lighting in which any single luminaire exceeds 20,000 initial luminaire lumens or the total lighting load exceeds 160,000 lumens, aerial lasers, searchlights, and/or other very intense lighting defined as having a light source exceeding 200,000 initial luminaire lumens or an intensity in any direction of more than 2,000,000 candelas.

G. Compliance with Other Laws. GHE shall at all times and for all purposes operate the Facility in a manner that is in full compliance with all state, local and federal laws, ordinances, statutes, codes, orders, and regulations (collectively and individually referred to as the "Law"). Any violation of any Law shall be considered to be a violation of this Agreement.

H. Compliance with the DEP Consent Order. GHE shall at all times and for all purposes operate the Facility in a manner that is in full compliance with the DEP Consent Order, as amended. Any violation of the DEP Consent Order, as amended, shall be considered to be a violation of this Agreement.

4. TIPPING FEES.

A. GHE shall pay a tipping fee to the Township for every loaded Truck Trip.

Tipping fees shall be assessed based on the following schedule:

Vehicle Description	Cubic Yards	Fee Per Loaded Trip
Tractor Trailer Combination	90 and greater	\$15.00
Tractor Trailer Combination	50-89	\$15.00
Tractor Trailer Combination	30-49	\$15.00
Triple Axle	20-29	\$13.00
Tandem Axle	11-19	\$6.00
Single Axle	5-10	\$4.00
Pick-Up Truck with a trailer	1-4	\$4.00
Commercial Pick-Up Truck (as defined in Section 3.D.1)	1-4	\$4.00

If a particular vehicle can hold an amount of cubic yards in excess of what is described in the schedule above, GHE shall pay the higher tipping fee. For example, if a particular Triple Axle Truck can haul 35 cubic yards of material, GHE shall pay a \$15.00 tipping fee on that Triple Axle Truck.

B. Payment of Fees.

1) GHE shall submit payment to the Township for the tipping fees on

a quarterly basis. Tipping fee payments shall be received by the Township on or before March 30, June 30, September 30 and December 30 of each calendar year. In the event that March 30, June 30, September 30 or December 30 falls on a Saturday or Sunday or a legal holiday as defined in Section 3.C, the tipping fee payment shall be due the following business day. At the same time that it submits payment to the Township, GHE shall provide the Township with written documentation (i.e., total Trips per day, type of Truck, and total cubic yards transported) to substantiate the tipping fees paid to the Township for that quarter.

2) GHE's failure to submit timely payment to the Township for tipping fees and/or GHE's failure to provide written documentation to substantiate the tipping fees shall be considered a violation of this Agreement. In addition, GHE shall pay a late charge of Five Hundred Dollars (\$500) for any tipping fee which is not paid on or before the date the same is due. If any tipping fee remains due for thirty (30) days, then there shall be an additional late charge of eighteen percent (18%) per annum on the outstanding amount due under this Agreement until such time as the outstanding amount due under this Agreement is paid in full. If GHE provides the Township with a check that is returned for insufficient funds, GHE shall pay to the Township a charge for returned checks of Fifty Dollars (\$50.00) for each returned check in addition to the above mentioned charges.

3) In addition, within ten (10) days of receipt of the Permit (as such term is hereinafter defined) but in any event prior to GHE commencing operation of the Facility at the Property, GHE shall pay the Township an advance on tipping fees in the amount of Twenty-Five Thousand Dollars (\$25,000) (the "Advance"). The Advance shall be paid to the Township via certified check or other immediately available funds. The Advance shall be used by the Township as set forth in Section 4.D. GHE shall receive a fifteen percent (15%) reduction

in tipping fees paid to the Township until such time as GHE has recovered the amount of the Advance. GHE shall state the amount of reduction taken in the written documentation that it submits to the Township as set forth in Section 4.B.1. For example, if GHE owes the Township Fifty Thousand Dollars (\$50,000) in tipping fees for a quarter, GHE shall pay the Township Forty-Two Thousand Five Hundred Dollars (\$42,500) in tipping fees and retain Seven Thousand Five Hundred Dollars (\$7,500) to off-set and reduce the outstanding amount of the Advance. Once GHE fully recovers the amount of the Advance, GHE shall no longer be entitled to any discount or off-set on tipping fees paid to the Township.

C. Adjustment in Tipping Fees.

1) The amount of the tipping fees set forth in Section 4.A. shall be adjusted annually beginning on January 1, 2017. The tipping fees shall adjust based on one of the two following methods: (1) the Consumer Price Index ("CPI Method"); or (2) the paving index as set forth by the Pennsylvania Asphalt Pavement Association ("Paving Method"). The method that yields the highest increase or lowest decrease (if both methods result in a decrease) in tipping fees shall be utilized by the Township in setting the annual adjustment.

2) The CPI Method shall be calculated as follows:

a. The CPI-U, Philadelphia-Wilmington-Atlantic City Average, all items index base period (1982-84=100) (the "CPI") shall be used to calculate the annual tipping fee adjustment when utilizing the CPI Method.

b. The adjustment in a tipping fee based on the CPI Method shall be calculated by multiplying the percentage change between the CPI previous period and the CPI current period by the previous period's tipping fees.

c. The CPI previous period shall be the December CPI for the

December that is two (2) years prior to the current period. The CPI current period shall be the December CPI for the year prior to the current period. For example, for the period beginning January 1, 2017, the CPI previous period would be the CPI for December 2015 and the CPI for the current period would be the December 2016 CPI.

d. Example: The following formula illustrates how the tipping fee adjustment beginning January 1, 2017 would be calculated under the CPI Method, using hypothetical December 2015 and 2016 CPI data. However, the numbers used in the formula are only used as an example of how the CPI will be used to calculate the increase for tipping fees for a tractor trailer combination hauling 90 cubic yards under the CPI Method:

December 2016 CPI	213.8
Less CPI for December 2015	205.2
Equals index point change	8.6
Divided by CPI previous period (December 2015)	205.2
Equals	0.04191
Result multiplied by 100	0.04191 x 100
Equals percent change	4.191%
Multiplied by \$15.00	4.191% x \$15.00
Equals Tipping Fee Increase	\$0.63
Tipping Fee (Tractor Trailer Combo)	\$15.63

3) The Paving Method shall be calculated as follows:

a. The paving index in English Units as set forth by the Pennsylvania Asphalt Pavement Association for Zone 1, District 5 ("PI") shall be used to calculate the annual tipping fee adjustment when utilizing the Paving Method.

b. The adjustment in a tipping fee based on the Paving Method shall be calculated by multiplying the percentage change between the PI previous period and the PI current period by the previous period's tipping fees.

c. The PI previous period shall be the December PI for the December that is two (2) years prior to the current period. The PI current period shall be the

December PI for the year prior to the current period. For example, for the period beginning January 1, 2017, the PI previous period would be the PI for December 2015 and the PI for the current period would be the December 2016 PI.

d. Example: The following formula illustrates how the tipping fee increase beginning January 1, 2017 would be calculated under the Paving Method, using hypothetical December 2015 and 2016 PI data. However, the numbers used in the formula are only used as an example of how the PI will be used to calculate the increase for tipping fees for a tractor trailer combination hauling 90 cubic yards under the Paving Method:

December 2016 PI	563
Less PI for December 2015	556
Equals PI change	7
Divided by PI previous period (December 2015)	556
Equals	0.01259
Result multiplied by 100	0.01259 x 100
Equals percent change	1.259%
Multiplied by \$15.00	1.259% x \$15.00
Equals Tipping Fee Increase	\$0.19
Tipping Fee (Tractor Trailer Combo)	\$15.19

4) While tipping fees will adjust annually, in no case, shall tipping fees ever adjust below the tipping fee amounts set forth in Section 4.A.

5) On or before January 31 of each calendar year, the Township shall provide written notice to GHE of the adjustment in the tipping fees (using the same chart as set forth in Section 4.A). GHE shall use the adjusted tipping fee schedule to calculate the fees that it owes to the Township per this Agreement.

D. The Township shall use the tipping fees for the following purposes only:
 (i) the repair and maintenance of Township roadways that are part of the Route and/or are otherwise affected by the Use; (ii) reimbursement for Township agents/representatives to inspect the Property and/or the Facility; (iii) enforcement of the provisions of this Agreement; (iv) costs

to protect the health, safety, and welfare of residents and property owners affected by the Facility; (v) monitoring to ensure compliance with the Agreement, with any DEP permits and/or the Law; and, (vi) any other costs that are related to the operation of the Facility at the Property.

5. WMGM 015 PERMIT. GHE is required to obtain a WMGM 015 Permit (the "Permit") from the DEP to operate the Facility at the Property. GHE shall comply with the terms, conditions, and requirements of the Permit at all times. Any violation of the terms, conditions, and requirements of the Permit or a revocation or suspension of the Permit shall be considered a violation of this Agreement. GHE shall notify the Township in writing of all correspondence and other communications received from the DEP, including without limitation that correspondences and other communications revoking or suspending the Permit. Said notice shall be given within five (5) days of the date that GHE receives the correspondence or other communication. In addition to the terms, conditions and requirements of the Permit and/or the DEP Consent Order, GHE shall:

A. Truck Records. GHE shall maintain daily Truck records. The daily Truck records shall include the license number of each Truck, the name of the driver of the Truck, the name of the owner, operator and/or company utilizing the Truck, the size and type of the Truck, the time the Truck entered and exited the Property, whether the Truck entered and exited the facility in a "loaded" condition, and the volume and type of materials contained in the Truck upon entry and exit. This information shall meet the requirements of Section 4.B.1 herein. GHE shall provide the Truck records to the Township on a quarterly basis.

B. Emergency Management Plan. GHE shall draft and implement an emergency management plan, which shall be filed with the DEP, county, Township and local fire department. The emergency management plan shall address, without limitation, the following:

communication systems at the Property to contact emergency responders (fire, EMS, et cetera), fire suppression equipment at the Property, water storage at the Property sufficient to extinguish a fire, a list of the quantities and types of chemicals, dyes and fuels uses and stored at the Property, and a listing of equipment that is stored at the Property that is adequate to move materials in the event of a fire.

C. Importation of Materials to the Property.

1) GHE shall only import and conduct the following solid waste management activities at the Property: (i) processing and beneficial use of timber waste (i.e., tree stumps, limbs, clean wood, untreated and unpainted wood, and clean pallets), hereinafter referred to as "wood waste", to produce mulch for landscaping purposes. The approved processing is limited to size reduction (grinding), screening, mixing and biological decomposition of the wood waste prior to beneficial use as a landscaping material; and, (ii) processing and beneficial use of leaf and yard waste (i.e., source segregated leaf and yard waste, grass clippings, clean wood chips from site mulch production) to produce compost. The approved processing is limited to the following: (a) screening, mixing without the addition of additives (i.e., uncontaminated soils, virgin sand, uncontaminated potash, manufactured urea or agricultural lime, etc.) and biological decomposition of the yard waste prior to beneficial use as a composting material; and, (b) blending of the screened biological decomposed yard waste with uncontaminated soils, virgin sand, uncontaminated potash, manufactured urea or agricultural lime to produce specialty solid mixes for landscaping purposes. Except as set forth in this Section 5.C.1, GHE shall not import any other materials to the Property.

2) GHE shall only use vegetable or non-toxic and biodegradable dyes to color any finished mulch material that it processes at the Facility or otherwise on the Property.

D. Monitoring Wells.

1) GHE, at its sole cost and expense, shall maintain, use and sample groundwater from monitoring wells on the Property as required by the Permit, the rules and regulations governing the Permit and/or the DEP and its rules and regulations. GHE, at its sole costs and expense, shall provide the Township any and all reports, data and information related to sampling on a quarterly basis (March 30, June 30, September 30 and December 30 of each calendar year).

2) If any contamination is found to be present at the Property, GHE shall report the contamination to the Township and the DEP within forty-eight (48) hours of learning of the contamination.

3) If the Permit, the rules and regulations governing the Permit and/or the DEP and its rules and regulations no longer require the use of and reduce the sampling from monitoring wells, GHE shall, at a minimum, continue to maintain, use and sample groundwater from monitoring wells on the Property as previously required by the Permit, the rules and regulations governing the Permit and/or the DEP and its rules and regulations in existence on the date of this Agreement.

E. Site Visit.

1) GHE shall permit the following individuals to visit the Property and/or the Facility upon twenty-four (24) hours' notice: (i) members of the then-current Board; and (ii) Township agents/representatives, which shall include, without limitation, the Township Zoning Officer, Township Solicitor, Township Engineer, Township and local fire officials, Township environmental consultant(s), Township enforcement officer, Township police, other Township consultants to monitor compliance with this Agreement, and Township staff to

monitor compliance with this Agreement. Except as otherwise provided by law, any visits conducted pursuant to this Section shall be during the operating hours set forth in Section 3.C herein.

2) GHE shall permit the following individuals to use the access road to the Property and/or the Facility upon twenty-four (24) hours' notice: (i) members of the then-current Board; and (ii) Township agents/representatives, which shall include, without limitation, the Township Zoning Officer, Township Solicitor, Township Engineer, Township and local fire officials, Township enforcement officer, Township police, Township environmental consultant(s), other Township consultants to inspect the sound level meter at the entrance to the Facility, and Township staff to inspect the sound level meter at the entrance to the Facility.

F. Record Retention and Sharing. In addition to any other requirements set forth in this Agreement and/or in the Permit, GHE shall copy the Township on all communications to and from the DEP and/or any other government entity or agency with regard to: (i) inspections of the Facility and/or Property; (ii) general correspondence; (iii) reports and data related to the Facility and/or the Property; and, (iv) DEP manifests. The DEP manifests and all materials, documents, records, correspondence received by GHE shall be provided to the Township on a quarterly basis (March 30, June 30, September 30 and December 30). All other materials shall be provided to the Township at the time that they are received or sent.

6. CONTACT INFORMATION. GHE shall designate at least two (2) individuals as contact persons for the Facility. The name and contact information (telephone number and e-mail address) of these individuals shall be provided to the Township. In the event that the identity or the contact information for any of these individuals shall change, GHE shall provide the Township with written notification of the new designated contact persons and/or updated

contact information within five (5) days of any change. As of the date of the Agreement, the designated contact persons are: (i) Gerald DiDomenico, President; (ii) Tom Corin, Director; and, (iii) Dan Farnham, Engineer.

7. TERMINATION OF THE FACILITY.

A. Conditions of Continued Operation. GHE shall be permitted to operate the Facility at the Property until the Termination Date pursuant to the terms of this Agreement and the Law unless and until:

1) If there are more than five (5) occurrences of an Event of Default (as hereinafter defined) in any consecutive twelve (12) month period, GHE shall not longer be permitted to operate the Facility at the Property. For purposes of this Section 7.A.1 only, an Event of Default (as hereinafter defined) shall be deemed to have occurred when: (i) GHE cures or fails to cure a violation or Event of Default listed in an enforcement notice as provided in Section 8; (ii) the Permit is suspended; (iii) the Court grants the Township a temporary restraining order for a violation, as provided in Section 8; (iv) the Court makes a final determination that GHE violated this Agreement; or, (v) GHE or a truck driver/company incurs a contract assessment for a violation of the designated Route or permissible number of Trucks, as provided in Section 8.B. In the event that there have been more than five (5) violations of this Agreement, the Permit and/or the Law in any consecutive twelve (12) month period, the Township shall provide GHE with written notice of the termination of GHE's right to operate the Facility at the Property. Within ten (10) days of such written notice, GHE shall cease any and all operation of the Facility at the Property. If GHE does not cease any and all operation of the Facility at the Property within ten (10) days of the written notice, said failure to cease operation shall be deemed an Event of Default under Section 8.A.1, and the Township may pursue the

remedies as set forth in Section 8.C.2 (without the need to send an enforcement notice as set forth in Section 8.C.1). If GHE continues to operate notwithstanding the notice of termination, GHE does so at its own risk. If a Court determines that GHE has had five (5) violations of this Agreement, the Permit and/or the Law in any consecutive twelve (12) month period and continued to operate after receiving a notice of termination, the Township, in addition to any injunctive relief granted, shall be entitled to a contract assessment in the amounts set forth in Section 8.C.2.b.

2) In addition to constituting a violation of this Agreement, if the Permit is revoked, GHE immediately shall cease operating the Facility at the Property.

3) In addition to constituting a violation of this Agreement, if the Permit is suspended, GHE immediately shall cease operating the Facility at the Property until such time as the Permit is fully reinstated.

4) If there is a fire at the Facility and/or Property and it is determined by the Township's fire marshal, a State Fire Marshal or another fire inspector (as set forth in this Section 7.A.4) that the fire was caused by: (i) negligence of GHE; (ii) mismanagement of the Facility and/or the Property by GHE; and/or (iii) violation of this Agreement, the Permit or the DEP Consent Order, then GHE shall cease operating the Facility at the Property within five (5) days of the date that the cause of the fire is determined. The cause of any fire at the Property shall be investigated by the Township's fire marshal or a State Fire Marshal. If the Township's fire marshal or a State Fire Marshal is unable or unwilling to investigate the cause of the fire, the Township shall choose a licensed fire inspector to investigate the cause of the fire, which shall be at GHE's sole cost and expense.

B. Decrease in Trips.

1) Upon the earlier to occur of: (i) the termination and/or cessation of the DEP Consent Order; (ii) the DEP making a determination that the Property is no longer in need of clean-up and/or is no long an environmental concern; or (iii) ten (10) years from the date of execution of this Agreement, the total maximum number of Trucks traveling to and from the Property shall decrease to a maximum of two hundred fifty (250) Trips per week, with no more than seventy-four (74) Trips per day as part of the weekly maximum of two hundred fifty (250) Trips. All other terms and conditions of this Agreement shall remain in full force and effect.

2) Upon the occurrence of: (i) the termination and/or cessation of the DEP Consent Order; (ii) the DEP making a determination that the Property is no longer in need of clean-up and/or is no long an environmental concern; or (iii) ten (10) years from the date of execution of this Agreement, GHE may request the Township to waive the decrease in Trips contained in Section 7.B.1. Such request shall be in writing and submitted to the Township at least ten (10) days prior to the public meeting at which such request shall be presented to the Board of Supervisors. The decision on whether to grant GHE request for the waiver of the decrease in Trips contained in Section 7.B.1 shall be in the Township's sole discretion.

C. Termination of Use. In addition to the reasons for possible cessation of the Facility at the Property as provided in the Conditions of Continued Operation in Section 7.A, GHE shall fully and forever cease operating the Facility at the Property on the date that is twenty-five (25) years from the date of this Agreement (the "Termination Date").

D. Use of Property Following Termination. After GHE's right to operate the Facility at the Property ceases pursuant to this Section 7 or otherwise and/or after the Termination Date, GHE shall use the Property for any permissible use as set forth in the then-current Lower Mount Bethel Township Zoning Ordinance.

8. DEFAULT AND REMEDIES.

A. Event of Default. The occurrence of any one or more of the following events shall constitute an "Event of Default" hereunder:

- 1) GHE shall fail to observe or perform any covenant, duty or obligation to be performed by GHE under this Agreement.
- 2) GHE shall fail to make payments of tipping fees, interest, late fees, penalties or contract assessments as and when provided for in this Agreement.
- 3) GHE shall operate the Facility or use the Property in violation of the Law.
- 4) GHE shall violate the terms of the Permit or any other permit issued by the DEP or any other governmental entity related to the operation of the Facility on or related to the Property.
- 5) GHE shall violate the terms of the DEP Consent Order, as amended.
- 6) There is a fire at the Facility and/or Property that is determined by Township's fire marshal, a State Fire Marshal or another fire inspector (as set forth in Section 7.A.4) that the fire was caused by: (i) negligence of GHE; (ii) mismanagement of the Facility and/or the Property by GHE; and/or (iii) violation of this Agreement, the Permit or the DEP Consent Order.
- 7) There is a release of any hazardous substance, as defined by the Comprehensive Environmental Response, Compensation and Liability Act, as amended, and any regulations thereto, and/or an DEP regulations at the Property.

B. Remedies for Violation of Truck Route and Truck Trips.

1) If there is a violation of this Agreement with respect to Section 3.D.2 (the Route) or Section 3.D.3 (the number of permitted Truck Trips), the Township through its agents and representatives shall have the right to send a written enforcement notice to GHE.

2) An enforcement notice for an alleged violation of the Truck Route shall contain the following: (1) any known identifying characteristics related to the Truck (including, without limitation, license plate, color, size, type of Truck, any writing or advertising on the Truck); (2) the date on which the Truck did not adhere to the Route; and, (3) a description of the roadways used by the Truck which deviate from the Route. If there is a violation with regard to Section 3.D.2 (the Route), the first two enforcement notices to GHE in any six (6) month period shall be considered warnings, and GHE shall have the responsibility to advise drivers and companies of the need to adhere to the Route. Each Truck that does not adhere to the Route shall be a separate violation. GHE shall incur a contract assessment of One Hundred Dollars (\$100.00) for each Truck that does not adhere to the Route after the warnings as set forth earlier in this Section 8.B.1. In addition to the aforementioned contract assessment, GHE shall suspend the driver of the Truck who did not adhere to the Route after the warnings as set forth earlier in this Section 8.B.1. Such suspension shall be for a period of one (1) month; during the period of suspension, no Trucks driven by the suspended driver shall travel to or from the Property. If any Truck does not adhere to the Route after receiving the warnings and suspension as set forth in this Section 8.B.1 in any twelve (12) month period, GHE shall (i) permanently suspend the driver of the Truck who did not adhere to the Route, and no Trucks driven by that driver shall travel to or from the Property; and, (ii) incur a contract assessment of Five Hundred Dollars (\$500.00) for each Truck. All contract assessments in this Section 8.B.1 shall be paid to the Township.

3) An enforcement notice for an alleged violation of the number of permitted Truck Trips in any day or week, shall contain the following: (1) the number of Truck Trips counted on the day or week; and, (2) the date(s) on which the number of Truck Trips violated this Agreement. If there is a violation with regard to Section 3.D.3 (the number of permitted Trucks in any day or any week), the first two (2) enforcement notices to GHE in any twelve (12) month period shall be considered warnings. If there is a violation with regard to Section 3.D.3 (the number of permitted Trucks in any day or any week), the first two (2) enforcement notices to GHE in any six (6) month period shall be considered warnings. Each Truck that exceeds the number of permitted Truck Trips in any day or any week shall be considered a separate violation. GHE shall incur a contract assessment of One Hundred Dollars (\$100.00) for each Truck that exceeds the number of permitted Truck Trips in any day or any week after the warnings as set forth earlier in this Section 8.B.3.

C. Remedies for Events of Default.

1) If there is an Event of Default (for any provision other than Sections 3.D.2 and/or 3.D.3), the Township through its agents and representatives shall have the right to initiate enforcement proceedings by sending an enforcement notice to GHE. The enforcement notice shall contain the following: (1) the specific Event of Default with a description of the requirement(s) that have not been met; (2) the date on which the Event of Default occurred; and, (3) the date before which steps for compliance must be commenced and the date before which steps for compliance must be complete. Any enforcement notice shall give GHE a ten (10) day period to cure said Event of Default.

2) In the event that GHE fails to fully cure any Event of Default set forth in any enforcement notice within the ten (10) day period, the Township may:

a. Proceed to file for injunctive relief with the Northampton County Court of Common Pleas. Both parties hereto acknowledge and agree that the existence of contract assessments for any Event of Default is not an adequate remedy at law.

b. Impose a contract assessment in the amount of \$1,000 per day per Event of Default, which shall commence upon the Township providing written notice to GHE following the ten (10) day cure period. Any contract assessments shall continue each day until the Event of Default is cured by GHE or there is a final determination by the Court.

3) If there is a fire at the Facility and/or Property and it is determined by Township's fire marshal, a State Fire Marshal or another fire inspector (as set forth in Section 7.A.4) that the fire was caused by: (i) negligence of GHE; (ii) mismanagement of the Facility and/or the Property by GHE; and/or (iii) violation of this Agreement, the Permit or the DEP Consent Order, then GHE shall be responsible to reimburse the fire department(s)/company(ies) for all costs incident to responding to the fire. This Section 8.C.3 shall not relieve GHE of any fire reimbursement obligations that it has under applicable Law or under any private insurance contracts.

D. General Provisions Related to Remedies.

1) The enforcement provisions contained in this Section 8 shall be in addition to any other remedies that exist at law or in equity. In addition, the contract assessments imposed in this Agreement shall be in addition to any fines or penalties imposed under any local, state or federal law, statute, ordinance, and/or regulation.

2) The remedies contained in Section 8 shall be in addition to any other provisions contained in this Agreement, including but not limited to the provisions contained in Section 7.

3) If GHE fails to pay any contract assessment imposed under this Agreement within thirty (30) days of the date that such contract assessment is imposed, GHE authorizes the Township to file a municipal lien against the Property equal to the amount of the outstanding contract assessment, costs and attorneys' fees.

9. DISMISSAL OF APPEAL. In connection with the signing and delivery of this Agreement, the parties shall deliver to each other any required paperwork to dismiss and terminate the Appeal, with prejudice.

10. COVENANT RUNNING WITH THE LAND. As provided in Section 2, this Agreement shall be reduced to an Order of Court, which shall be filed with the Northampton County Court of Common Pleas. The Court Order and this Agreement shall be deemed to be a covenant running with the land with regard to the Property and the Top Soil Properties, and shall bind GHE and each successive owner of all or any part of the Property. GHE and Top Soil each shall notify any potential purchaser or lessee of the Property and/or the Top Soil Properties that the Court Order and this Agreement constitute a covenant running with the land. GHE shall cause a copy of the Order of Court and this Agreement to be filed in the Office of the Recorder of Deeds for Northampton County within ten (10) days of the entry of the Order of Court. The Township shall have the right to record this Agreement and/or the Order of Court in any public office, in its sole discretion.

11. GOVERNING LAW AND VENUE. This Agreement shall be interpreted and construed in accordance with the laws of the Commonwealth of Pennsylvania without regard to conflicts of laws principles. The Northampton County Court of Common Pleas shall maintain jurisdiction over this matter (including, but not limited to, disputes related to this Agreement, the Property and the Facility), and the parties hereto consent to venue and personal jurisdiction in the

Northampton County Court of Common Pleas.

12. CONSTRUCTION OF AGREEMENT.

A. This Agreement is the product of negotiations and preparation by and among the parties hereto and their respective attorneys. The parties expressly acknowledge and agree that this Agreement shall not be deemed to be prepared or drafted by one party or another, or its attorneys, and will be construed accordingly.

B. In the event of a conflict between the terms of the DEP Consent Order (including any and all exhibits thereto and/or amendments thereof), any subsequent DEP Order related to the Property, the Permit and/or this Agreement (including any and/or all exhibits thereto and amendments thereof), the terms of this Agreement shall control as between the parties and shall be binding on the parties.

13. TIME IS OF THE ESSENCE. Time is of the essence of each of the terms of this Agreement.

14. MISCELLANEOUS.

A. Notices. All notices, requests and other communications under this Agreement shall be in writing and shall be sent by certified or registered mail, postage pre-paid, return receipt requested, or nationally recognized overnight delivery service, or by facsimile transmission, confirmed by either of the foregoing methods addressed as follows:

If intended for GHE:

Gravel Hill Enterprises, Inc.
Attention: Gerald DiDomenico, President
10143 Gravel Hill Road
Bangor, PA 18013
Fax:

With a copy to:

Gary Neil Asteak, Esq.
Asteak Law Offices
726 Walnut Street
Easton, PA 18042
Fax: (610) 258-0185

If intended for Township:

Lower Mount Bethel Township
Board of Supervisors
P.O. Box 257
2004 Hutchinson Avenue
Martins Creek, PA 18063
Fax: (610) 253-8971

With a copy to:

Joseph A. Zator II, Esq.
Zator Law
American Heritage Building
4400 Walbert Avenue at Ridgeview Drive
Allentown, PA 18104
Fax: (610) 432-1707

or at such other address of which GHE or Township shall have given notice as herein provided. All such legal notices, requests and other communication may be given by the legal counsel for such party. Notice is deemed to be delivered when hand delivered in the case of personal delivery, on the date sent, if sent by facsimile (with receipt acknowledged by automatic electronic response), two days following the date of deposit in the mail, if sent by certified mail, or one day following the date of deposit with a nationally recognized overnight courier specifying overnight delivery.

B. Waivers. The Township's failure to insist upon the strict compliance with any of the terms, covenants or conditions herein shall not be deemed a waiver of such terms, covenants or conditions; nor shall any waiver of right or power hereunder at any one time or times by Township be deemed a waiver or relinquishment of any right or power at any other time

or times.

C. Captions/Headings. All captions and headings are for reference only and are not deemed to define, limit, explain or amplify any provisions of this Agreement.

D. Assignment. Upon any conveyance of title of all or any portion of the Property, GHE shall not be released from its obligations hereunder without the prior written consent of the Township, which consent may be withheld in the Township's sole discretion. GHE shall not be permitted to assign its rights or obligations under this Agreement without the prior written consent of the Township, which shall be in the Township's sole discretion.

E. Non-admission of Liability. Nothing herein shall be construed as an admission of liability or fact by any party hereto and this Agreement is for the sole purpose of resolving the above-referenced Appeal, any related claims and claims that might have been asserted between the parties hereto or that might otherwise have been asserted in the future by GHE against Township or by the Township against GHE.

F. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, successors, assigns, affiliated and related entities, officers, directors, principals, agents, servants, employees, and all persons, firms, associations or corporations connected with them.

G. Authority. Each party hereto warrants to each other party that such party has the full power and authority to execute and deliver this Agreement. Each party hereto warrants to each other party that the person(s) signing this Agreement have the full power and authority to execute and deliver this Agreement and bind the parties hereto.

H. Severability. If any provision or any part of any provision of this Agreement is for any reason held to be invalid, unenforceable, or contrary to any public policy,

law, statute and/or ordinance, then the remainder of this Agreement shall not be affected thereby and shall remain valid and fully enforceable.

I. Counterparts. This Agreement may be executed in counterparts, delivered by electronic or facsimile transmission, and all so executed shall constitute an agreement which shall be binding upon all the parties hereto, notwithstanding that the signatures of all parties may not appear on the same page, and/or may be transmitted by electronic or facsimile means.

J. Entire Agreement. This Agreement, including the recitals herein, constitutes the entire understanding between and among the parties with regard to the Appeal, the Facility and the Property and supersedes all previous agreements, understandings, zoning decisions and/or other decisions with regard to the Appeal, the Facility and/or the Property. There are no representations, warranties, agreements, arrangements, undertakings, oral or written between the parties relating to the subject matter of this Agreement that are not fully expressed herein. This Agreement cannot be modified or amended unless said modification or amendment is written, signed by all the parties and approved by the Township in a public meeting. There is no requirement that the parties obtain a subsequent Order of Court to modify this Agreement.

K. Attorneys' Fees. In the event of further litigation initiated by the Township relating to the enforcement of this Agreement (including injunctive relief) and/or an Event of Default, and the Township is deemed by the court to be the prevailing party, the Township shall be entitled to recover and receive all of its attorneys' fees, consultants' fees, expert witness fees, and other litigation-related costs, fees and expenses from GHE.

[REMAINING PORTION OF PAGE INTENTIONALLY BLANK.]

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

GRAVEL HILL ENTERPRISES, INC.

Attest:

Name: _____
Title: _____

By: _____
Name: Gerald DiDomenico
Title: President

Attest:

TOWNSHIP OF LOWER MOUNT BETHEL

Lori A. Stauffer
Lori A. Stauffer, Township Secretary

By: Stuart Gallaher
Stuart Gallaher, Chairman

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

Attest: Darrelle Wagner
Name: _____
Title: _____

GRAVEL HILL ENTERPRISES, INC.
By: Gerald DiDomenico
Name: Gerald DiDomenico
Title: President

Attest: _____
Lori A. Stauffer, Township Secretary

TOWNSHIP OF LOWER MOUNT BETHEL
By: _____
Stuart Gallaher, Chairman

COMMONWEALTH OF PENNSYLVANIA)
) ss.
COUNTY OF NORTHAMPTON)

On this, the _____ day of _____, 2015 before me, a Notary Public, the undersigned officer, personally appeared Gerald DiDomenico who acknowledged himself to be the President of GRAVEL HILL ENTERPRISES, INC., a Pennsylvania corporation, and being authorized to do so, executed the foregoing instrument for the purpose therein contained.

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

Notary Public

COMMONWEALTH OF PENNSYLVANIA)
) ss.
COUNTY OF NORTHAMPTON)

On this, the 18 day of November, 2015 before me, a Notary Public, the undersigned officer, personally appeared Stuart Gallaher who acknowledged himself to be the Chair of the Board of Supervisors of Lower Mount Bethel Township, a Pennsylvania municipal corporation, and that as such officer, being authorized to do so, executed the foregoing instrument for the purpose therein contained by signing his name as such officer.

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

Lori A. Stauffer
Notary Public

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
Lori A. Stauffer, Notary Public
Lower Mt. Bethel Township, Northampton County
My Commission Expires August 15, 2018

STATE OF New York
~~COMMONWEALTH OF PENNSYLVANIA~~)
Westchester) ss.
COUNTY OF NORTHAMPTON)

On this, the 18th day of November, 2015 before me, a Notary Public, the undersigned officer, personally appeared Gerald DiDomenico who acknowledged himself to be the President of GRAVEL HILL ENTERPRISES, INC., a Pennsylvania corporation, and being authorized to do so, executed the foregoing instrument for the purpose therein contained.

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



Notary Public

COMMONWEALTH OF PENNSYLVANIA)
) ss.
COUNTY OF NORTHAMPTON)

KENNETH GUNSHOR
Notary Public, State of New York
No. 6704610
Qualified in Westchester County
Term Expires January 31, ~~2018~~
2019

On this, the _____ day of _____, 2015 before me, a Notary Public, the undersigned officer, personally appeared Stuart Gallaher who acknowledged himself to be the Chair of the Board of Supervisors of Lower Mount Bethel Township, a Pennsylvania municipal corporation, and that as such officer, being authorized to do so, executed the foregoing instrument for the purpose therein contained by signing his name as such officer.

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

Notary Public

EXHIBITS

Exhibit "A"

Map of Property

Exhibit "B"

Consent and Joinder

PROPERTY LINE COORDINATE (ANGLE PROPERTY)

A	N152°20'37" W	44.25'
B	N152°24'45" W	21.07'
C	N152°24'45" W	45.64'
D	N57°32'27" W	50.17'
E	N01°22'45" E	25.00'
F	N152°17'17" E	65.00'
G	N152°17'17" E	70.00'
H	N152°17'17" E	50.00'
I	N152°17'17" E	74.00'
J	N152°17'17" E	50.00'
K	N22°24'45" E	25.00'
L	N152°17'17" E	65.00'
M	N152°17'17" E	21.07'
N	N152°17'17" E	40.00'
O	R-172.00'	A-CURT

CH-14330737E 207.84'
CH-14330737E 52.04'

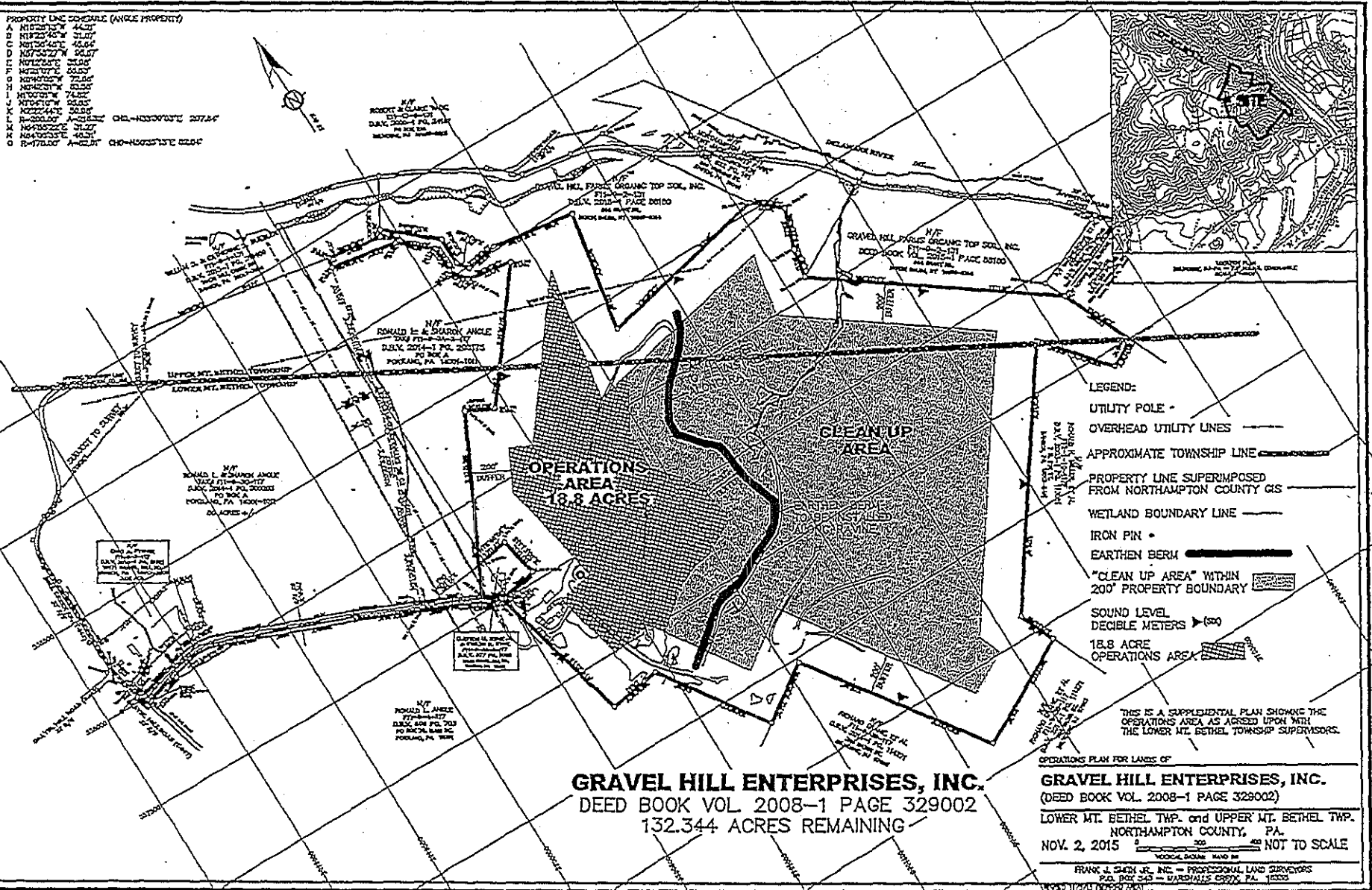


N/P
ROBERT M. CLARK, INC.
2111 CHERRY ST.
DUNELAND, NJ 08028
PH: 856-251-3111
FAX: 856-251-3112

N/P
RONALD E. SHANKS, ANGLE
2004 FISHERS RD.
DUNELAND, NJ 08028
PH: 856-251-3111
FAX: 856-251-3112

N/P
RONALD E. SHANKS, ANGLE
2004 FISHERS RD.
DUNELAND, NJ 08028
PH: 856-251-3111
FAX: 856-251-3112

N/P
RONALD E. SHANKS, ANGLE
2004 FISHERS RD.
DUNELAND, NJ 08028
PH: 856-251-3111
FAX: 856-251-3112



- LEGEND:
- UTILITY POLE -
 - OVERHEAD UTILITY LINES -
 - APPROXIMATE TOWNSHIP LINE -
 - PROPERTY LINE SUPERIMPOSED FROM NORTHAMPTON COUNTY GIS -
 - WETLAND BOUNDARY LINE -
 - IRON PIN -
 - EARTHEN BERM -
 - "CLEAN UP AREA" WITHIN 200' PROPERTY BOUNDARY -
 - SOUND LEVEL DECIBEL METERS -
 - 18.8 ACRE OPERATIONS AREA -

THIS IS A SUPPLEMENTAL PLAN SHOWING THE OPERATIONS AREA AS AGREED UPON WITH THE LOWER MT. BETHEL TOWNSHIP SUPERVISORS.

GRAVEL HILL ENTERPRISES, INC.
DEED BOOK VOL. 2008-1 PAGE 329002
132.344 ACRES REMAINING

OPERATIONS PLAN FOR LANDS OF
GRAVEL HILL ENTERPRISES, INC.
(DEED BOOK VOL. 2008-1 PAGE 329002)
LOWER MT. BETHEL TWP. and UPPER MT. BETHEL TWP.
NORTHAMPTON COUNTY, PA.
NOV. 2, 2015 NOT TO SCALE

FRANK J. SACH JR., INC. - PROFESSIONAL LAND SURVEYORS
200 BOY 543 - WARRINGTON CREEK, PA. 18952

Exhibit "B"

LIMITED CONSENT AND JOINDER

Gravel Hill Farms Organic Top Soil, Inc., a Pennsylvania business corporation, for value received, and intending to be legally bound hereby, does join in and consent to the foregoing Settlement Agreement between Gravel Hill Enterprises, Inc. and Lower Mount Bethel Township to the extent that the Settlement Agreement obligates Gravel Hill Farms Organic Top Soil, Inc. to any terms, conditions, obligations, covenants, and/or promises contained in Sections 2, 3.A.2, 10, and 11 with respect to its properties located at Tax Parcel ID Nos. F11-9-2-0131 and F12-1-2-0131 and more fully described in the deed recorded with the Northampton County Recorder of Deeds Office at Deed Book Volume 2015-1, page 88180.

IN WITNESS WHEREOF, Gravel Hill Farms Organic Top Soil, Inc. has caused this Consent and Joinder to be executed and attested by its proper officer, pursuant to proper action taken this 18th day of November, 2015.

ATTEST:

Gravel Hill Farms Organic Top Soil, Inc.
A Pennsylvania corporation

Danielle Rayner
Name:
Title:

Gerald DiDomenico
Name: Gerald DiDomenico
Title: President

State of New York
~~COMMONWEALTH OF PENNSYLVANIA~~)
Westchester) ss
~~COUNTY OF NORTHAMPTON~~)

On this, the 18th day of November, 2015 before me, a Notary Public, the undersigned officer, personally appeared Gerald DiDomenico who acknowledged himself to be the President of GRAVEL HILL FARMS ORGANIC TOP SOIL, INC., a Pennsylvania corporation, and being authorized to do so, executed the foregoing instrument for the purpose therein contained.

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

Kenneth Gunshor
Notary Public

KENNETH GUNSHOR
Notary Public, State of New York
No. 8704510
Qualified in Westchester County
Term Expires January 31, 2019

IN THE COURT OF COMMON PLEAS OF
NORTHAMPTON COUNTY, PENNSYLVANIA
CIVIL DIVISION

GRAVEL HILL ENTERPRISES, INC., : NO. C-0048-CV-2014-11880
Appellant, :
 :
vs. : LAND USE APPEAL
 :
LOWER MT. BETHEL TOWNSHIP :
ZONING HEARING BOARD, :
Appellee, :
 :
LOWER MT. BETHEL TOWNSHIP, :
Intervenor, :
 :
WILLIAM S. AND CATHERINE S. :
BUEHLER AND :
GUS AND ARLENE TISHUK, :
Intervenors. :

CERTIFICATE OF SERVICE

This is to certify that the foregoing Joint Motion for Court Approval of Settlement Agreement was mailed by First Class United States Mail, Postage Prepaid this 20th day of November, 2015, upon the following parties:

Gary Neil Asteak, Esquire
Asteak Law Offices
726 Walnut Street
Easton, PA 18042
Counsel for Appellant

Dwight L. Danser, Esquire
Lower Mt. Bethel Twp. Zoning Hearing Bd.
704 Washington Street, 1st Floor
Easton, PA 18042

Charles Elliott, Esquire
Thomas Elliott, Esquire
Elliott & Elliott
26 North 3rd Street
Easton, PA 18042

Respectfully submitted,
ZATOR LAW

Date: 11/30/15

By: Jane Wessner
Legal secretary