

ORDINANCE NO. 172

**ORDINANCE OF THE BOARD OF SUPERVISORS OF MILFORD TOWNSHIP
VACATING A PORTION OF MILL HILL ROAD IN MILFORD TOWNSHIP, BUCKS
COUNTY, PENNSYLVANIA**

BACKGROUND

A. Milford Township (the "Township") is a Pennsylvania second class township organized and existing under Pennsylvania Second Class Township Code, 53 P.S. §65101 et sq. (the "Code").

B. Section 2304 of the Second Class Township Code, 53 P.S. §67304, authorizes townships of the Second Class to lay out, open, widen, straighten and vacate roads within a township.

C. Section 2311 of the Second Class Township Code, 53 P.S. §67311, authorizes townships of the Second Class to relocate or vacate roads by agreement.

D. Lifequest ("Developer") received approval of Preliminary Plans of Land Development for property with frontage along John Fries Highway pursuant to a letter from the Township Solicitor dated December 14, 2016 (the "Approval").

E. A condition of the Approval was that Developer relocate a portion of Mill Hill Road which will result in the vacation of portions of the existing Mill Hill Road.

F. The Board of Supervisors of Milford Township has received an Agreement between Developer and the property owners that abut the portions of Mill Hill Road that will be vacated and believes it is in the best interests of the Township to vacate those portions of the existing Mill Hill Road. A copy of the Agreement is attached hereto as Exhibit "A" and the portions of Mill Hill Road to be vacated are depicted on Exhibit "B."

G. The Board of Supervisors has given public notice of the time and place set for the consideration of this Ordinance.

H. Following the vacation of the portions of Mill Hill Road as described herein, the Township desires that the vacated portions of Mill Hill Road be removed from the Township plan of streets.

I. In accordance with the Second Class Code, notice of the Board of Supervisors meeting for consideration and, if appropriate, adoption of this Ordinance vacating the referenced portions of Mill Hill Road was duly advertised in the November 22, 2018 edition of

the Town and County, a newspaper of general circulation in Milford Township.

NOW THEREFORE, BE IT ENACTED AND ORDAINED by the Board of Supervisors of Milford Township after public notice duly advertised and hearing held on January 7, 019, as follows:

Section 01: The portions of Mill Hill Road depicted in Exhibit "B" attached hereto and made a part hereof are vacated as a public street in Milford Township.

Section 02: The vacated portions of Mill Hill Road depicted in Exhibit "B" attached hereto are hereby removed from the Township plan of streets.

Section 03: The Milford Township Solicitor is authorized and directed, to file a copy of this Ordinance together with a draft or survey of the portion of the road vacated with the Clerk of the Court of Common Pleas of the County of Bucks.

Section 04: The Milford Township Solicitor is authorized and directed, to record a copy of the Agreement together with a draft or survey of the portion of the road vacated with the Bucks County Recorder of Deeds.

Section 05: A copy of this Ordinance shall be delivered by the Milford Township Solicitor to the Tax Mapping Office in the Bucks County Board of Assessments, and to any other governmental agency having jurisdiction over the proposed vacation of Mill Hill Road as of the effective date of this Ordinance.

Section 06: From the effective date of this Ordinance, the Township shall have no further liability or responsibility with respect to the maintenance of those portions of Mill Hill Road that are vacated by this Ordinance.

Section 07: In addition, all inconsistent provisions of all other Ordinances and Resolutions of the Township of Milford, Bucks County, Pennsylvania are hereby repealed to the extent of the inconsistency. All other provisions of the Ordinances and Resolutions of the Township of Milford, Bucks County, Pennsylvania shall remain in full force and effect.

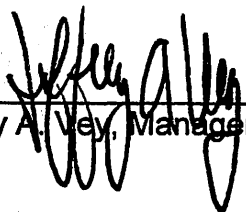
Section 08: The provisions of this Ordinance are declared to be severable. If any provision of this Ordinance is declared to be invalid or unconstitutional by a court of competent jurisdiction, such determination shall have no effect on the remaining provisions of this Ordinance.

Section 09: This Ordinance shall be effective five (5) days after enactment, or such later date if required by law.

ENACTED AND ORDAINED this 7th day of January, 2019.

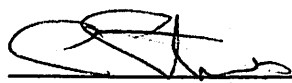
BOARD OF SUPERVISORS
MILFORD TOWNSHIP

ATTEST




Jeffrey A. Vey, Manager

Robert B. Mansfield, Chair



Charles Strunk, Vice Chair



Thomas Courduff, Member

AGREEMENT

This Agreement (this "Agreement") is entered into as of October __, 2018 by and among LIFEQUEST ("Lifequest"); CHRISTOPHER K. WILLAUER AND KARI ANN WILLAUER ("Willauer"); MARTIN C. ENGELHARDT AND GRACE L. ENGELHARDT ("Engelhardt"); MVP I 663 LLC ("MVP"); PAUL A. NYE AND ANNA M. LOMBARDI ("Nye") and MILFORD TOWNSHIP BOARD OF SUPERVISORS ("Township").

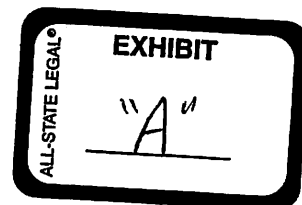
BACKGROUND

WHEREAS, Lifequest owns property known as TMP 23-15-99, 23-10-172-3, 23-10-175-1, 23-10-175-2, 23-10-177-1, 23-10-178, 23-10-179, 23-10-180, 23-10-100 and 23-15-115 located on John Fries Highway and known as Milford Village which it intends to develop (the "Lifequest Property").

WHEREAS, Willauer owns property containing approximately 1.866 acres consisting of one parcel known as TMP 23-010-113 pursuant to a Deed dated July 13, 2017 and recorded on July 22, 2013 in the Bucks County Recorder of Deeds as Instrument Number 2013061516 with frontage along Mill Hill Road (the "Willauer Property").

WHEREAS, Engelhardt owns approximately 2.8 acres known as TMP 23-010-117-002 pursuant to a Deed dated September 9, 2010 and recorded on September 13, 2010 in the Bucks County Recorder of Deeds in Deed Book 6497, Page 321 with frontage along Mill Hill Road (the "Engelhardt Property").

WHEREAS, MVP owns approximately 16.7 acres known as TMP 23-010-175-001 pursuant to a Deed dated July 6, 2016 and recorded on July 7, 2016 in the Bucks County Recorder of Deeds as Instrument Number 2016039538 with frontage along Mill Hill Road (the "MVP Property").



WHEREAS, Nye owns approximately 8.91 acres known as TMP 23-010-118 pursuant to a Deed dated October 31, 2002 and recorded on November 7, 2002 in the Bucks County Recorder of Deeds in Deed Book 2962, Page 1148 which has access to John Fries Highway (the "Nye Property").

WHEREAS, the Engelhardt Property and the MVP Property share a common boundary on Mill Hill Road and are the only owners whose property abuts the portion of Mill Hill Road that extends along this portion of Mill Hill Road to John Fries Highway.

WHEREAS, the Willauer Property is the only property that abuts a portion of Mill Hill Road that is about to be relocated.

WHEREAS, Lifequest received approval of Preliminary Land Development Plans to develop the Lifequest Property (the "Development").

WHEREAS, the Development was approved by the Township pursuant to a letter from the Township Solicitor dated December 14, 2016 (the "Approval").

WHEREAS, it is a condition of the approval that Lifequest relocate a portion of the Mill Hill Road and the driveway to the Nye Property.

NOW THEREFORE, in consideration of the mutual promises contained herein and of other good and valuable consideration, and intending to be legally bound the Parties hereby agree as follows:

1. **Request to Vacate Portions of Mill Hill Road.** Lifequest has requested that the Township adopt an Ordinance vacating a portion of Mill Hill Road near its intersection with John Fries Highway as depicted on the Mill Hill Road Right of Way Vacation Plan Tax Map Parcel 23-10-117-002 and 23-10-175-001 attached hereto as Exhibit "A" ("Vacated Area 1") and a portion of Mill Road as depicted on the Mill Hill Road Right of Way Vacation Plan Tax Map

Parcel 23-10-113 attached hereto as Exhibit "B" (Vacated Area 2). Legal descriptions of the Vacated Areas shall be prepared and approved by the Township Engineer. With regard to Vacated Area 1, the parties agree that the area within Vacated Area 1 shall be split and half shall become the property of Engelhardt and half shall become the property of MVP as shown on Exhibit A. In addition, Engelhardt and MVP agree to grant to Nye an easement over their portion of Vacated Area 1 to permit access from the Nye Property over Vacated Area 1 to Mill Hill Road. With regard to Vacated Area 2, the parties agree that the area within Vacated Area 2 shall become the property of Willauer as shown on Exhibit B. Except for the rights granted pursuant to this Agreement, the Parties waive any right, claim or interest they may have to the Vacated Areas and agree that Vacated Area 1 and Vacated Area 2 shall become the property of the individual parties as set forth in this Agreement. The terms "right, claim or interest" as used in the proceeding sentence shall mean and include: any and all claims to the property located within Mill Hill Road in its present state and as vacated; any and all claims to money damages as a result of the vacation of Mill Hill Road; any and all claims to damages pursuant to the Pennsylvania Eminent Domain Code; any and all claims relating to access to the properties; and any and all other claims related to the vacation of Mill Hill Road whether known or unknown which can be brought against any other party to this Agreement.

2. **Vacation of Mill Hill Road.** Township agrees, within thirty (30) days of the execution of this Agreement by all of the Parties, to advertise and, if appropriate, adopt an Ordinance, in the form prepared by the Township Solicitor, providing for the vacation of Mill Hill Road as depicted on Exhibits A and B.

3. **Easements.** Engelhardt and MVP agree, within thirty (30) days of the execution of this Agreement, to execute, in a form prepared by the Township Solicitor, an Easement

Agreement granting to Nye an easement over Vacated Area 1 to allow for access from the Nye property to Mill Hill Road and to allow for the maintenance, repair and replacement of said driveway.

4. **Reimbursement.** Lifequest agrees to reimburse the Township for the costs associated with the preparation of this Agreement, the preparation and recording of the Easement Agreement and the Township Engineer's review of the legal descriptions of the Vacated Areas, the advertisement and adoption of the Ordinance vacating the portions of Mill Hill Road.

5. **Indemnification.** Lifequest, Engelhardt, Nye, MVP and Willauer agree to save, protect, defend, indemnify and forever hold harmless the Township and any and all of Township's agents, servants, and employees from any and all liability, or claims of liability, arising out of, involving, or in any way connected with the vacation of Mill Hill Road, regardless of whether the liability or claim of liability against Township in any suit or action brought on account of such claim of liability or any verdict or judgment entered in any such suit or action on account of any liability or claim of liability, be, or alleged to be, due to, or on account of, any activity or omission of Township or any and all of Township's agents, servants, workers, and employees, unless such injury or damage be caused by or result from the gross negligence, recklessness, and/or willful misconduct of Township or its servants, employees or agents.

6. **Attorney Consultation and Ambiguities.** Each signatory to this Agreement has consulted with their respective attorneys regarding the terms and conditions of it and understands its content. Any uncertainty or ambiguity that cannot be resolved by the parties shall be resolved by the Court of Common Pleas of Bucks County.

7. **Counterparts.** This Agreement may be executed in one or more counterparts, all of which together shall be one instrument, and all of which shall be considered duplicate

originals. A signature on a signed copy, facsimile copy or electronic of this Stipulation shall have the same force and effect as an original, signed Agreement. A photocopy of this Agreement shall have the same force and effect and shall be as legally binding and enforceable as a fully executed original.

8. **Complete Agreement.** This Agreement constitutes the full and complete agreement between the parties with respect to its subject matter and may be amended, modified or waived only by an agreement in writing signed by all parties.

9. **Binding Effect.** Each signatory to this Agreement states and affirms that he or she has full power and authority to execute, deliver and perform this Agreement and that each has obtained any and all approvals or consents required for the actions contemplated herein. Each signatory to the Agreement states and affirms that he or she has full authority to sign for the party on whose behalf he or she is signing and that the signature is binding on that party.

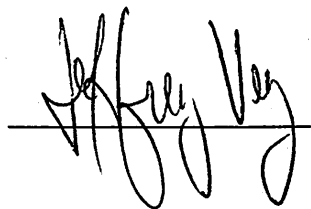
10. **No Third Party Beneficiaries.** The parties do not intend by any provision of this Agreement to create any rights and/or increase the rights of any third party beneficiaries, or to confer any benefit upon or enforceable rights under this Agreement or otherwise upon anyone other than the parties.

11. **Enforcement.** In the event that a party fails to comply with the terms of this Agreement, that party shall compensate the party or parties that have complied with these terms for their respective expenses, cost, attorney's fees and interest in connection with any successful action to enforce the terms of this Agreement.

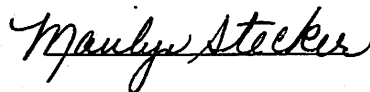
IN WITNESS WHEREOF, and intending to be legally bound, the parties have executed this Stipulation.

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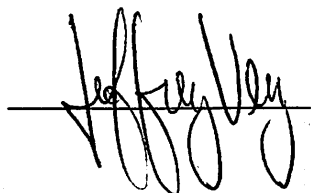
WITNESS:



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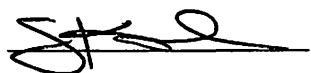
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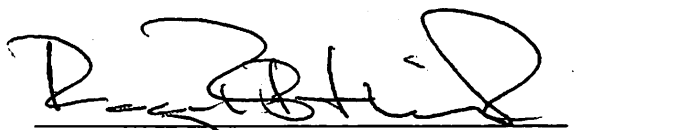
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WITNESS:





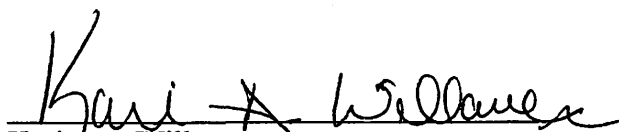
LIFEQUEST


Name: _____
Title: PRESIDENT LIFEQUEST

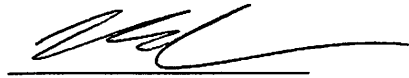
MILFORD TOWNSHIP BOARD OF
SUPERVISORS


Name: THOMAS COURDUFF
Title: SUPERVISOR

MVP I 663 LLC

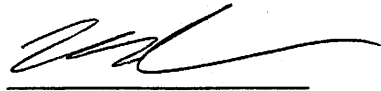

Name: DEL WHIRWARD
Title: MANAGING MEMBER
Christopher K. Willauer
Kari Ann Willauer

WITNESS:



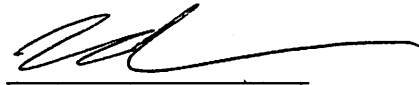
Martin C. Engelhardt
Martin C. Engelhardt

WITNESS:



Grace L. Engelhardt
Grace L. Engelhardt

WITNESS:



Paul A. Nye
Paul A. Nye

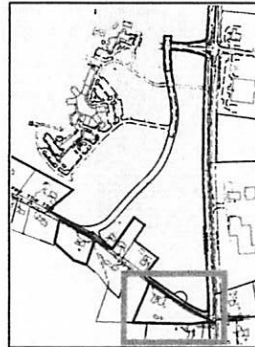
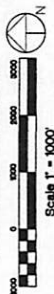
WITNESS:



Anna M. Lombardi
Anna M. Lombardi

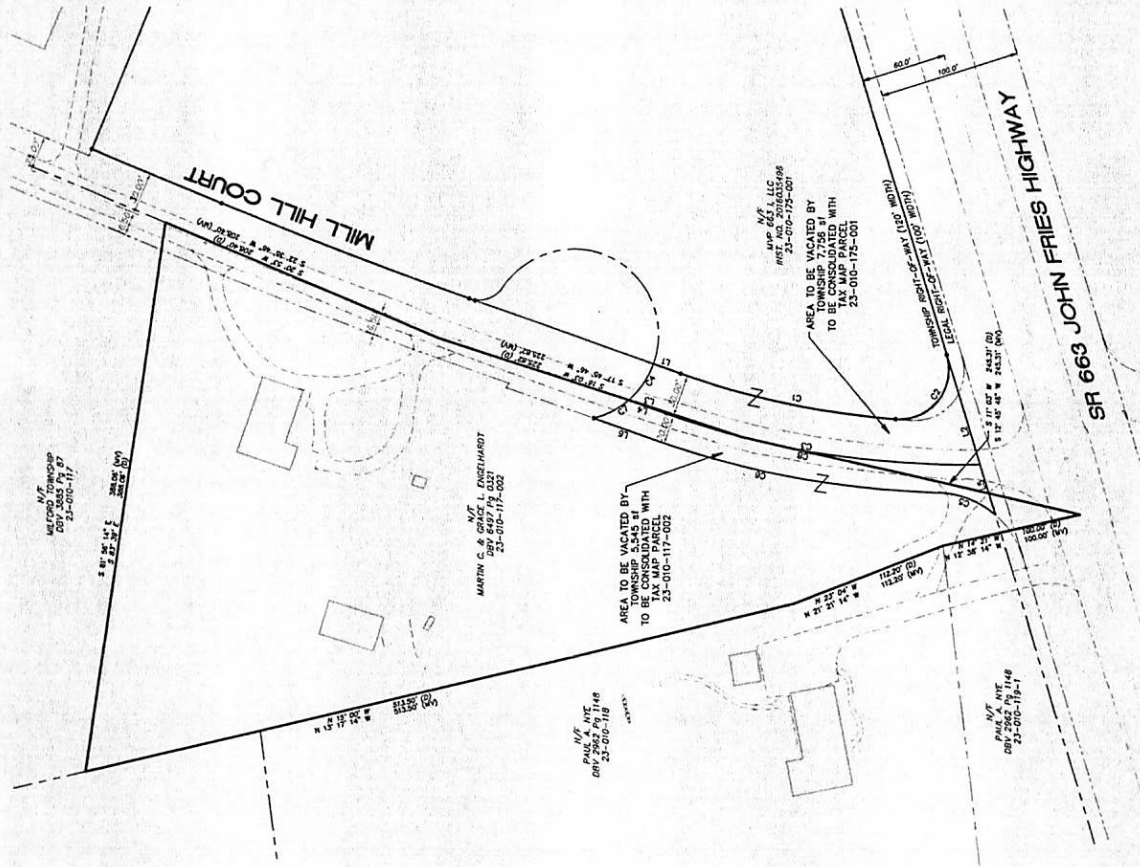


LOCATION MAP



KEY MAP

SCALE 1"=50'



LINE TABLE

1.1	S 11° 11' 07" W	20.07'
1.2	S 72° 42' 52" W	80.89'
1.3	N 11° 11' 07" E	28.74'
1.4	S 11° 11' 07" W	28.74'
1.5	S 72° 42' 52" W	21.14'
1.6	N 11° 11' 07" E	21.03'

CURVE TABLE

C1	R=607.27	L=103.55	CH=511.50	CL=48' W	CL=153.15
C2	R=35.00	L=68.29	CH=51' 23" 17" E	CL=57.96	
C3	R=437.27	L=225.50	CH=109' 02" 04" E	CL=224.52	
C4	R=40.00	L=31.48	CH=50' 33" 31" E	CL=31.12	
C5	R=55.00	L=44.27	CH=109' 58' 58" E	CL=44.42	
C6	R=437.27	L=225.50	CH=109' 02" 04" E	CL=224.52	
C7	R=40.00	L=31.48	CH=50' 33" 31" E	CL=31.12	
C8	R=437.27	L=225.50	CH=109' 02" 04" E	CL=224.52	

LEGEND

S 81° 50' 14" E 388.00' (AV) MEYFORD VILLAGE CENTER BEARING DATUM

S 83° 39' E 308.00' (D) DEED BEARING DATUM

SURVEYOR'S STATEMENT

I, RANDOLPH A. CARROLL, A REGISTERED SURVEYOR OF THE STATE OF PENNSYLVANIA, HAVE BEEN EMPLOYED BY THE MILL HILL ROAD PROJECT TO SURVEY THE PROPOSED ROAD AND EASEMENT. I HAVE BEEN PROVIDED WITH ALL NECESSARY RECORDS AND INFORMATION. I HAVE CONDUCTED A THOROUGH SURVEY OF THE PROJECT AND HAVE FOUND THAT THE PROPOSED ROAD AND EASEMENT ARE CORRECT IN THEIR LOCATION AND BEARING. I HAVE ALSO FOUND THAT THE PROPOSED ROAD AND EASEMENT ARE CORRECT IN THEIR WIDTH AND DEPTH. I HAVE THEREFORE PREPARED THIS PLAT MAP TO SHOW THE PROPOSED ROAD AND EASEMENT. I HAVE ALSO PREPARED THIS CURVE TABLE AND LINE TABLE TO SHOW THE CURVES AND LINES OF THE PROPOSED ROAD AND EASEMENT. I HAVE ALSO PREPARED THIS KEY MAP TO SHOW THE PROJECT AREA IN RELATION TO THE TOWN OF MILL HILL AND THE TOWN OF FRIES. I HAVE ALSO PREPARED THIS LOCATION MAP TO SHOW THE PROJECT AREA IN RELATION TO THE TOWN OF MILL HILL AND THE TOWN OF FRIES. I HAVE ALSO PREPARED THIS PLAT MAP TO SHOW THE PROPOSED ROAD AND EASEMENT. I HAVE ALSO PREPARED THIS CURVE TABLE AND LINE TABLE TO SHOW THE CURVES AND LINES OF THE PROPOSED ROAD AND EASEMENT. I HAVE ALSO PREPARED THIS KEY MAP TO SHOW THE PROJECT AREA IN RELATION TO THE TOWN OF MILL HILL AND THE TOWN OF FRIES. I HAVE ALSO PREPARED THIS LOCATION MAP TO SHOW THE PROJECT AREA IN RELATION TO THE TOWN OF MILL HILL AND THE TOWN OF FRIES.



Scale 1" = 40'

MILL HILL ROAD
RIGHT OF WAY VACATION PLAN
TAX MAP PARCEL 23-010-117-002
TAX MAP PARCEL 23-010-175-001

P. RAY ENGINEERING COMPANY
CONSULTING ENGINEERS
608 Hamilton Street • Allentown, PA 18101
Phone (610) 432-1004 • Fax (610) 432-1005

MEYFORD VILLAGE CENTER
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