

**BEFORE THE MILFORD TOWNSHIP
BOARD OF SUPERVISORS**

**APPLICATION OF
NATIONAL LAND DEVELOPERS, LLC**

APPLICANT'S EXHIBITS A-1 to A-11
(July 5, 2022)

**John A. VanLuvanee, Esquire
Eastburn and Gray, P.C.
PO Box 1389
Doylestown, PA 18901
215-345-7000**

EXHIBIT INDEX

- A-1 Michael E. Gable, P.E. – Qualifications
- A-2 Historical Aerial Maps from 1935, 1952, 1969, 2008, 2018
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- A-4 Conditional Use Plans – April 29, 2022
- A-5 B.F. Environmental Consultants Report
- A-6 Horner & Canter Associates Memo dated June 30, 2022
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- A-8 Milford Warehouse Facility Rendering
- A-9 Plan Notes - enlarged
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- A-11 C&H Natural Resources and Surroundings Report, June 2022

Exhibit A-1

MICHAEL E. GABLE, P.E.

LVL Engineering Group, LLC
Main Street Commons
559 Main Street, Suite 230
Bethlehem, PA 18018
Phone: (610) 419-9407 Fax: (610) 419-9408
email: mgable@lvlengineers.com

Certification and Licensure

Professional Engineer, Pennsylvania, PE070535 Initial Licensure - November 2003
Professional Engineer, New Jersey, 24GE0444800 Initial Licensure - July 2003
OSHA Hazardous Material Handling Certification – 40 HAZWOPER

Education

New Jersey Institute of Technologies, Bachelor of Science, Civil Engineering Spring of 1998

Relevant Employment/Professional History

LVL Engineering Group, LLC (formerly Boucher & James, Inc. October 2010 – Current
Bethlehem, PA, Corporate Vice President

Lower Nazareth Township Zoning Hearing Board September 2011-June 2018
Vice Chairman of Board

US Patent US20140223856, Piling Extender August 2014
Co-Inventor

ABA Support Services, Inc. August 2010 – January 2017
Nazareth PA, Co-Founder, CFO, Insurance Billing Manager

R.K.R. Hess Associates, Inc, May 1999 – October 2010
Allentown, PA – Design Engineer, Project Manager and Regional Manager

Experience

Commercial Land Development and Residential Land Developments
Commercial and Residential Subdivisions
Potable Water Distribution and Supply Design
Sanitary Sewage Collection and Disposal Design
Erosion and Sediment Control Plans, Title 25 Chapter 102 Compliance and permitting
Stormwater Management Plans including NPDES Permitting
State and Federal Stream and Wetland Encroachment Permitting, Title 25 Chapter 105 Compliance and permitting
Construction Oversight and Administration
Accounting and Personal Management
Phase 1 & 2 Environmental Assessments
Act 2 Environmental Cleanup

Recent Select Projects/Clients

Paddlers Point, Westfall Township, Pike County, PA

- Provided site planning, design and permitting for an 132 Unit apartment complex.

Riverside Apartment, Westfall Township, Pike County, PA

- Provided site planning, design and permitting for an 156 Unit apartment complex.

Milford Landing, Westfall Township, Pike County, PA

- Provided site planning, design and permitting a Mixed-Use Development.

Mavis Tire, Westfall Township, Pike County, PA

- Provided site planning, design and permitting for a retail tire service center.

Dunkin Donuts, Westfall Township, Pike County, PA

- Provided site planning, design and permitting for a fast food restaurant.

Westfall Senior Center, Westfall Township, Pike County, PA

- Provided site planning, design and permitting for 78,000 sf senior care development.

Bangor Borough Authority, Bangor Borough, Northampton County PA

- Authority Engineer

Pocono Township Sewer System, Pocono Township, Monroe County PA

- Sewer System Engineer

Camelback Mountain Resort, Pocono Township, Monroe County PA

- Provided services for planning, design and permitting for resort facilities.

Custom Laminating/Lamtec, Upper Mt Bethel Township, Northampton County, PA

- Provided services for planning, design and permitting for a +/- 450,000 sf manufacturing campus.

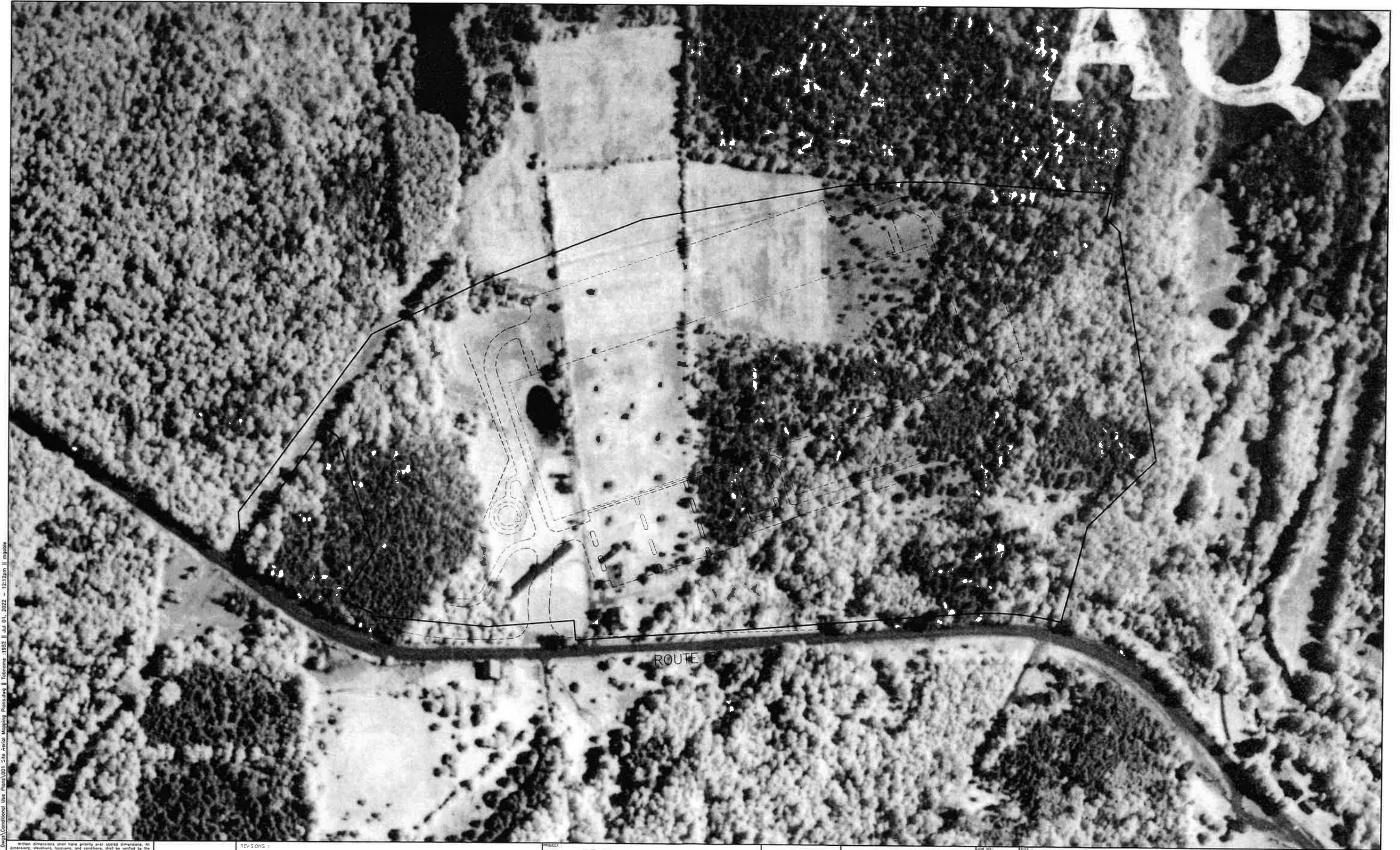
Voltaix, Upper Mt Bethel Township, Northampton County, PA

- Provided services for planning, design and permitting for a +/- 75,000 sf Industrial campus.

Technical Skills

- SCS Stormwater Modeling with Hydrograph, Pondpak, VTPSUHM and HEC-1
- Water Distribution Design, Water CAD Design Software
- Stream Modeling, HEC-RAS
- ACAD-Civil 3D, Civil Survey, MAP-GIS, Raster Design
- ArcView GIS Software
- QuickBooks Accounting Software
- MS Office Suite

Exhibit A-2



S:\2021\1718686\Drawings\001 Site Aerial Mapping Plans.dwg 11/01/2022 11:21:21am 11/01/2022

Written dimensions shall have priority over scaled dimensions. All dimensions, including location, and conditions, shall be verified by the Engineer prior to construction, and the Owner and LVL Engineering Group shall be notified of any discrepancies with the information shown on drawing.

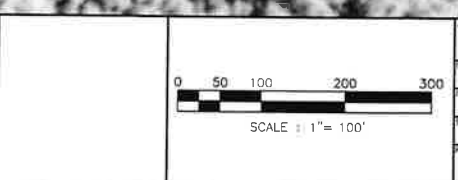
Only those plans incorporating the noted or not in professional and shall be considered official and read upon, no later, design and arrangements presented herein were designed for use in, and in connection with, the specified project and prepared for the Owner. These plans may not be reproduced or shared without the expressed written permission of LVL Engineering Group.

Information shown on this plan represents professional services performed by LVL Engineering Group, Inc. and is not to be used for any other purpose without the written approval of LVL Engineering Group, Inc. No part of this plan may be reproduced or transmitted in any form or by any means, electronic, mechanical, photocopying, recording, or by any information storage and retrieval system, without the prior written permission of LVL Engineering Group, Inc. The user of this plan for any purpose other than that intended by LVL Engineering Group, Inc. is at the user's sole risk. LVL Engineering Group, Inc. is not responsible for any errors or omissions in this plan or for any consequences arising from the use of this plan. The user of this plan for any purpose other than that intended by LVL Engineering Group, Inc. is at the user's sole risk. LVL Engineering Group, Inc. is not responsible for any errors or omissions in this plan or for any consequences arising from the use of this plan.

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION
07/01/22	REVISED ENTRANCE PER TRAFFIC CONSULTANT COMMENT		

MILFORD WAREHOUSE FACILITY
MILFORD TOWNSHIP
PIKE COUNTY, PA.

NATIONAL LAND DEVELOPERS, LLC
1010 WILSON AVENUE
GLEN MILLS, PA. 19342



JOB NO.: 218686	1952 AERIAL MAPPING	
DRAWN BY: ELH	DOYLESTOWN (610) 345-9400	
CHECKED BY: KJR/MEG	STROUDSBURG (570) 629-0300 www.lvleng.com	
SCALE: 1" = 100'	BETHLEHEM CORPORATE OFFICE 559 MAIN STREET, SUITE 230 BETHLEHEM, PA 18018 (610) 419-9407	
PLAN STATUS: SKETCH	MILFORD WAREHOUSE FACILITY	
SHEET 2 OF 6		DATE: MAY 12, 2022



Written dimensions shall have priority over scaled dimensions. All dimensions, elevations, locations, and quantities shall be verified by the Contractor prior to construction. The Owner and LVL Engineering Group shall be notified of any discrepancies with the information shown on drawings.

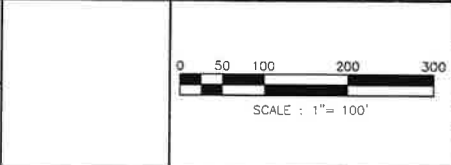
Only those plans incorporating the raised or red ink professional seal shall be considered official and relied upon. All scale drawings and arrangements presented herein were developed for use only, and in connection with the specific project being presented for the Owner. These plans may not be reproduced or altered without the expressed written permission of LVL Engineering Group.

Information shown on this plan represents professional services performed by LVL Engineering Group. Reproduction of this plan without written consent of LVL Engineering Group is not permitted. Unauthorised reproduction of a copy of this plan for any purpose will be considered a violation of the copyright law and a theft of corporate assets. Unauthorised circulation of this plan will be considered a violation of the professional code of ethics. Any violation will be prosecuted to the fullest extent of current statutes.

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MILFORD WAREHOUSE FACILITY
MILFORD TOWNSHIP
PIKE COUNTY, PA.

NATIONAL LAND DEVELOPERS, LLC
1010 WILSON AVENUE
GLEN MILLS, PA. 19342



JOB NO: 218686	FILE: 1969 AERIAL MAPPING
DRAWN BY: ELH	DOYLESTOWN (215) 345-9400
CHECKED BY: KJR/NEG	STROUDSBURG (570) 628-0300
SCALE: 1" = 100'	www.lvlengineers.com
PLAN STATUS: SKETCH	PROJECT NAME: MILFORD WAREHOUSE FACILITY
	BETHLEHEM CORPORATE OFFICE 558 MAIN STREET, SUITE 230 BETHLEHEM, PA 18018 (610) 419-9407
	SHEET 3 OF 6
	DATE: MAY 12, 2022



S:\2021\218686\01 Final Design\Conditional Use Plans\001 Site Aerial Mapping Plans.dwg | Tolson: 2008 | Jul 01, 2022 - 12:12pm | mobile

Written dimensions shall have priority over scaled dimensions. All dimensions, elevations, locations, and annotations, shall be verified by the Contractor prior to construction, and the Owner and LVL Engineering Group shall be notified of any discrepancies with the information shown on drawings.

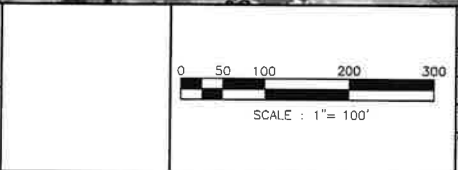
Only those plans incorporating the noted or red ink professional seal shall be considered official and relied upon. All sketch designs and arrangements presented herein were developed for use only, and in connection with the specific project being proposed for the Owner. These plans may not be reproduced or altered without the expressed written permission of LVL Engineering Group.

Information shown on this plan represents professional services rendered by LVL Engineering Group, Inc. and is not to be used for any other purpose. Reproduction of this plan without written approval of LVL Engineering Group, Inc. is not permitted. Unintentional reproduction of a copy of this plan for any purpose will be considered a violation of the copyright laws and a theft of intellectual property. Violation of the plan will be considered a violation of the professional code of ethics. Any violation will be prosecuted to the fullest extent of current statutes.

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MILFORD TOWNSHIP
PIKE COUNTY, PA.

NATIONAL LAND DEVELOPERS, LLC
1010 WILSON AVENUE
GLEN MILLS, PA. 19342



JOB NO.:
218686

DRAWN BY:
ELH

CHECKED BY:
KJR/MEC

SCALE:
1" = 100'

PLAN STATUS:
SKETCH

2008 AERIAL MAPPING



BETHLEHEM
CORPORATE OFFICE
559 MAIN STREET, SUITE 230
BETHLEHEM, PA 18018
(610) 419-9407

SHEET
4 OF 6

DATE
MAY 12, 2022

MILFORD WAREHOUSE FACILITY

Exhibit A-3



Corporate Office:

559 Main Street, Suite 230
Bethlehem PA 18018

Regional Office:

1456 Ferry Road, Building 500
Doylestown, PA 18901

2756 Rimrock Drive
Stroudsburg, PA 18360
Mailing
P.O. Box 699
Bartonsville, PA 18321

May 4, 2022

Milford Township Board of Supervisors
Milford Township
P.O. Box 366
Milford, PA 18337

**SUBJECT: CONDITIONAL USE SUBMISSION APPLICATION
 MILFORD DISTRIBUTION FACILITY
 MILFORD TOWNSHIP, PIKE COUNTY, PENNSYLVANIA
 PROPOSAL NO. 218686**

Dear Supervisors:

We would like to thank you for providing us with the opportunity to inform the Board of our intent to submit plans for a proposed warehouse located at 247 US-6, Milford, PA 18337. Enclosed, please find the following:

1. Twelve (12) copies of plans entitled "Conditional Use Plans for Milford Distribution Facility" dated April 29, 2022;
2. Conditional Use Application form;
3. Application fee in the amount of \$900.00.
4. Agreement of Sale.

As discussed, our Client, National Land Developers, LLC, intends to submit for approval of a proposed 450,000 s.f. structure. We understand the sensitivity of the watershed, particularly as it relates to Milford Water Authority's spring, located down gradient of this site. In acknowledgement of that, we have looked at advanced pretreatment systems for both stormwater and sanitary sewage discharges. Furthermore, we will be attending a Milford Water Authority meeting to present the plans to them, to demonstrate how the project will not have a negative effect on the source water, for Milford Borough's water system.

At this time, we are requesting the Board of Supervisors schedule a public hearing for a Conditional Use. We do understand that you may have referrals to various Township and outside agencies to consider as part of Conditional Use process. We are willing to attend working or formal meetings to keep a clear line of communication open with the Township.

It is important to note that the site is currently about one-third developed with uses including a salt storage bin, heavy equipment construction yard, pre-manufactured shed sales, and a trucking transfer station. These uses are all in an area that is gravel, with no stormwater protections, that discharges to a local man-made depression and directly to the ground water, without any water quality protections. The proposed use would be an expansion of an existing industrial use.

The Conditional Use application will be supplemented with the following additional information:


1. Phase 1 Environmental Assessment;
2. Evaluation of the site's ground water prepared by a Professional Geologist;
3. Evaluation of the site's vegetation and regulated waters including wetlands;
4. Preliminary traffic assessment;
5. Review of the site's employment and associated real estate and income tax revenue to the Township, County, and School District;
6. Historical Site Aerial land use plans dating to 1935;
7. Review of the proposed sanitary sewage disposal system including advanced pretreatment systems;
8. Review of the stormwater collection and pretreatment systems.

While it is our intent to present the above information to the Board in testimony as part of the Conditional Use Hearing, we can also present this information at a regular meeting with the Board, and/or the Planning Commission if so desired. We are also willing to provide additional, reasonable information and studies, as requested by the Board. It is our intent to be as transparent as possible through the Conditional Use process and extending that spirit of cooperation into the Land Development review.

We understand there may be considerable information and misinformation being published on social media regarding this site. It is important to us to keep the residents informed about the project, and we want to assure them that we do understand the importance of minimizing overall community impact and protecting the watershed. This is of utmost importance to us.

Thank you for your consideration on this project. We look forward to meeting with the Board again, to provide more detail on the proposed project.

Sincerely,



Michael E. Gable, P.E.
Vice President

Cc: Joesph Marley, National Land Developers, LLC.
Allen Johns
John Schneider, Esq.
John A. VanLuvanee, Esq.

NATIONAL LAND DEVELOPERS LLC
1160 N MIDDLETOWN RD
MEDIA, PA 19063-4308

1099



3-7615/360

DATE 4-26-

PAY
TO THE
ORDER OF

MILFORD TWP

\$ 900⁰⁰

900 DOLLARS

DOLLARS

Citizens

FOR

⑈001099⑈ ⑆036076150⑆ 6316560307⑈

APPLICATION FOR CONDITIONAL USE
MILFORD TOWNSHIP – PIKE COUNTY, PA
(570) 296-5540 P.O. BOX 366 18337

Please fill in as completely as possible and supply any additional information which may be helpful

DATE: _____

YOUR NAME: NATIONAL LAND DEVELOPERS, LLC _____

Property in name of: MILPROP ASSOC. II, LIMITED _____

Mailing Address: 396 RIVERVIEW LAND, MELBOURNE BEACH, FL 32951 _____

Phone number: _____

Physical location of property (give adjoining property, highway frontage, lot numbers, tax map number etc.)

247 ROUTE 6 MAP NO. 096.00-01-16 _____

Buildings (give complete description)

PROPOSED 450,000 SQUARE FOOT DISTRIBUTION FACILITY AND OFFICE SPACE. _____

Present land and building use

EXISTING LANDSCAPE SUPPLY BUILDING AND STORAGE AREAS. _____

Proposed land use (give complete and accurate description of what you want to do with property PROPOSED 450,000 SQUARE FOOT DISTRIBUTION FACILITY AND OFFICE SPACE _____

Other pertinent information which could affect the Board's decision ADDITIONAL PLANS AND DOCUMENTS ATTACHED. _____

When complete, please notify the Township Secretary. She will inform you when you can present your request to the Milford Township Planning Commission and what dates you should advertise for this Conditional Use Hearing.

Fee for Conditional Use Hearing - \$900.00 made payable to Milford Township and presented to Secretary before hearing. (any amount over \$500.00 not used will be refunded.) \$250.00 for minor uses.

P.O. Box 366
Milford, PA 18337
Tel. (570) 296-5540
FAX (570) 409-8348
Website: www.milfordtownshippike.com

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MILFORD TOWNSHIP

Due to the Covid-19 Public Health Emergency, the applicant will grant the Township a waiver of the required time limits for taking action on the application.

The Township will act as expeditiously as possible to process the application. The Township thanks you for your patience.

Property Owner's Signature

Date

4/26/21

.....

AGREEMENT OF SALE

THIS AGREEMENT OF SALE (The "Agreement") is made as of 18th day of January, 2022 (the "Effective Date") by and between Milprop Associates II, a Pennsylvania Limited Partnership located at 1306 Miller Street N.E. Apt. A Palm Bay, FL 32905-4207 (the "Seller") and National Land Developers LLC, a Pennsylvania Limited Liability Company located at 1160 North Middletown Road, Media, Pennsylvania 19063 (the "Buyer").

WHEREAS, the Seller is the owner of certain real estate known as 247 Rt 6, Milford, Pike County, Pennsylvania being Tax Map Parcel 096-00-01-16 being approximately 44.78 acres on the Southerly side of Rte I-84 as further set forth in the vesting deed recorded in Deed Book 1174 Page 066 (the "Land"), which together with all improvements and fixtures thereon as well as easements, rights and privileges, appurtenance thereto, covenants, permits, approvals related to the Land as well as all surveys, plans, specifications, reports and other information which Seller has in relation to the Land, all of which are collectively known as (the "Property");

WHEREAS, Seller wishes to sell the Property and Buyer wishes to purchase the Property from Seller,

NOW THEREFORE, the parties intending to be legally bound and for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged the parties do hereby agree as follows:

1. Sale and Purchase.

Subject to the terms and conditions hereinafter set forth Seller agrees to sell and convey the Property to Buyer and Buyer agrees to purchase the Property from Seller.

2. Purchase Price.

The Purchase Price for the Property (the "Purchase Price") shall be [REDACTED] which shall be paid as follows:

- 2.1 [REDACTED] (the "Initial Deposit") by check payable to and delivered into the escrow within five (5) days after the Effective Date;
- 2.2 [REDACTED] (the "Second Deposit") by check payable to and delivered into the escrow within five (5) days after the end of the Due Diligence Period (hereinafter defined);
- 2.3 [REDACTED] (the "Third Deposit") by check payable to and delivered into the escrow within five (5) days after the end of the First Approval Period (hereinafter defined);
- 2.4 The balance of the Purchase Price at Closing (as hereinafter defined) in cash or by certified or cashier's check or wire transfer.

3. Escrow of Deposit.

- 3.1 The Deposits (the "Escrow Funds") shall be held in escrow by Land Services USA, Inc. (the "Escrow Agent") which shall also be the title

insurance agency. The parties agree that the Escrow Funds shall be applied as follows:

- 3.1.1 If Closing is held, the Escrow Funds shall be paid to the Seller and credited to the Purchase price.
- 3.1.2 If Closing is not held by reason of Buyer's default, the Escrow Funds shall be paid over to Seller within fifteen (15) days of Buyer's default and shall be retained by Seller as liquidated damages.
- 3.1.3 If Closing is not held by reason of Seller's default, the Escrow Funds shall be paid over to Buyer within fifteen (15) days of Seller's default.
- 3.1.4 If Closing is not held by reason of the failure of any condition set forth in Paragraph 8 below, (unless the failure is due to a Seller default) the Escrow Funds shall be paid over to Seller and neither party shall have any further liability or obligation hereunder and this Agreement shall terminate.
- 3.1.5 The Initial Deposit shall be fully refundable to Buyer until the end of the Due Diligence Period (hereinafter defined) and thereafter shall be payable to the Seller absent a Seller Default or failure of any condition set forth in Paragraph 8 below due to a Seller default and each deposit made at the beginning of a respective Approval Period shall become nonrefundable at the end of such Approval Period and payable to the Seller upon termination of this Agreement except for a Seller Default or failure of a condition set forth in Paragraph 8 below due to a Seller default in which event the escrow deposit shall be paid over to the Buyer.
- 3.1.6 All Escrow Deposits shall be applicable to the Purchase Price at Closing.
- 3.2 The Escrow Funds shall be held in a federally insured bank in an account which need not be interest bearing.
- 3.3 The Escrow Agent is acting as agent only and will in no case be held liable to either party for the performance of any term or covenant of this Agreement or for damages for non- performance hereof, nor shall Escrow Agent be required or obligated to determine any questions or fact or law. The Escrow Agent's only responsibility hereunder shall be for the safekeeping of the Escrow Funds and full and faithful performance of the duties imposed on the Escrow Agent by this Paragraph 3.
- 3.4 The Escrow Agent shall be obligated to disburse the proceeds of the Escrow Funds at Closing, or upon the cancellation or termination of this Agreement, only upon the written instructions of both parties.

Alternatively, if either party (the "First Party") request a release and if the other party (the "Second Party") does not after written notice from the Escrow Agent dispute by written notice to the Escrow Agent the First Party's entitlement to the Escrow Fund within fifteen (15) days of the notice from the Escrow Agent, then the Escrow Agent shall disperse the Escrow Funds to the First Party. Should Escrow Agent, in its sole discretion, request such instructions; and in the absence of such instructions or in event of any dispute Escrow Agent shall be and is hereby authorized, but not obligated, to pay the entire amount of the Escrow Funds into Court, and any expenses of Escrow Agent for so doing shall be payable out of the Escrow Funds.

4. Covenants, Representations and Warranties.

4.1 Seller covenants, represents and warrants to Buyer as follows:

- 4.1.1 The execution and delivery of this Agreement and consummation of the transaction provided for herein and the fulfillment of the terms hereof will not constitute a default under any agreement of Seller or any instrument to which Seller is a party, or by which Seller or the Property is bound or to any judgment, decree or order of any court or governmental body, or any applicable law, or regulations.
- 4.1.2 Seller is the sole legal owner of the Property in fee simple. No person or other entity has any right or option to acquire any portion of the Property or any tenancy or other interest in or the right of occupancy in or with respect to any portion of the Property other than in present or future leases, which are all terminable by Seller upon 30 days notice or in any event prior to Closing.
- 4.1.3 No notice by any governmental or other public authority has been served upon the Seller or anyone on Seller's behalf relating to violations of any applicable laws.
- 4.1.4 To Seller's knowledge there is no action, suit or proceeding pending or, threatened against or affecting all or any portion of the Property in any court or before any federal, state, county or municipal department, commission, board, bureau or agency or other governmental instrumentality.
- 4.1.5 Seller is not a "Foreign Person" as defined in Section 1445 (f) (3) of the Internal Revenue Code.
- 4.1.6 All Personal Property ("Personal Property") located on the Property shall be removed by Seller at Seller's sole cost prior to Closing and if not so removed at the election Buyer a reasonable removal charge shall be withheld from Closing and retained by the Buyer.

- 4.1.7 The Seller currently has in force and effect and will continue to maintain until Closing, comprehensive general liability and all risk coverage (including workman's compensation coverage) insurance covering the Property in commercially reasonable amounts with reputable insurers.
- 4.1.8 To the best of Sellers knowledge there are no hazardous substances present on over or under or migrating from the Property that are present in a manner which violates any environmental laws. There are no underground storage tanks located at the Property. All environmental reports, assessments, audits, studies, investigations and data in Seller's possession or control, all correspondence to and from third parties, including without limitation governmental authorities, concerning the Property shall be provided to Buyer within three (3) days after the Effective Date.
- 4.1.9 Seller has received no written notices and nothing has come to Seller's attention that would cause Seller to believe that any governmental body having jurisdiction over the Property intends to exercise the power of eminent domain and similar powers or respect to any or all of the Property.
- 4.1.10 Seller shall pay or make adequate provisions for the payment of any unpaid bills for work done or materials for construction in or on or about the Property for which any lien may be filed or claimed against the Property.
- 4.1.11 Seller has not leased the Property to any persons or entities except those under leases which are terminable upon 30 days notice to the lessee and will be terminated prior to Closing with all lessees having vacated the Property.
- 4.1.12 Seller has not received notice of any assessment or special assessment on the Property, any assessment or special assessment on the Property for which Seller shall receive notice before the date of Closing shall be forwarded to the Buyer and shall be paid by the Seller at Closing.
- 4.1.13 The present zoning classification for the Property is Development District.
- 4.1.14 Seller has no knowledge of any archeological, anthropological, or historical finds, objects or any endangered or threatened species in, on or about the Property. To the best of Seller's knowledge, the portion of the Property constitutes a "Critical Habitat" as such term as defined in the Endangered Species Act of 1973, as amended.
- 4.1.15 Seller has the sole power and authority to execute, deliver and perform this Agreement and all agreements and documents

referred to in this Agreement or contemplated hereby; with no consents of any third party required. This Agreement is binding and enforceable against Seller in accordance with its terms. The person who has executed this Agreement on behalf of Seller has the authority to do so.

If any time Seller is notified or becomes aware of any event or incident inconsistent with or contrary to the representations, covenants and warranties herein contained, Seller shall promptly give notice thereof to Buyer. In the event of breach of any representation, warranty or covenant of Seller contained above or elsewhere in this Agreement prior to Closing, same shall constitute a Seller Default under this Agreement; provided Seller shall first have an opportunity to cure such breach for a period of thirty days after it had a requirement to notify Buyer of such breach as provided for herein. If a matter represented by Seller under this Agreement which is true as to the date of this Agreement, subsequently is rendered inaccurate because of the occurrence of events not within Seller's control or because of a cause other than Seller's actions same shall not constitute a Seller Default under this Agreement. The representations and warranties contain herein shall not merge with the Deed and shall survive Closing

4.2 Buyer covenants, represents warrants to Seller:

4.2.1 Buyer has the capacity to enter into and perform this Agreement including the ability to obtain funds necessary to Close upon the contribution of funds or loan of funds from a member of the Buyer.

4.2.2 The execution, delivery of this Agreement and the performance of the obligations hereunder will not result in a breach of Buyer's governing documents, any agreement or instruments to which it is a party or by which it is bound, any applicable law, rule or regulation or to its knowledge any judgment, degree or order of any court or governmental body.

5. Closing.

5.1 The Closing under this Agreement (the "Closing") shall be held at a time chosen by Buyer on or before thirty (30) days after the later of (i) the expiration of the Second Approval Period or (ii) the satisfaction (or waiver by Buyer) of the conditions set forth in Paragraph 8 hereof at the offices of Petrikin, Wellman, Damico, Brown & Petrosa, 109 Chesley Drive, Media, Pennsylvania 19063, or such other place (or by mail) as Seller and Buyer may agree in writing provided that if the conditions set forth in Paragraph 8 hereof are not satisfied within sixteen months after the Effective Date, Seller or Buyer may terminate this Agreement at any time by fifteen (15) days prior written notice to the other provided that if Buyer waives any condition within such fifteen (15) day period the parties shall proceed to Closing within ten (10) days after such waiver. If all approvals have been obtained and all conditions of Paragraph 8 herein have been met Buyer's failure to close shall constitute a Buyer default.

5.2 Buyer's obligations hereunder to consummate Closing are contingent upon the occurrence of all the following conditions precedent:

5.2.1 Satisfaction of the conditions set forth in Section 8 hereof.

5.2.2 All warranties and representations of Seller being true and correct as of Closing.

5.3 At Closing, Seller will deliver to Buyer the following:

5.3.1 A Special Warranty Deed to the Property in proper form for recording conveying fee simple title to the Property to Buyer.

5.3.2 A FIRPTA Certificate in the form of Exhibit A attached hereto.

5.3.3 A Bulk Sale Clearance Certificate or escrow in lieu thereof as set forth in Section 6.1.3 hereof.

5.4 At Closing Buyer shall deliver to Seller the following:

5.4.1 A bank certified cashier's check, or a wire transfer of funds payable to the title company for disbursement in the amount of the balance of the Purchase Price as required under Paragraph 2 hereof.

6. Apportionment; Expenses.

6.1 The following items shall be adjusted and apportioned between Seller and Buyer as of midnight of the day prior to the Closing (the "Pro Ration Date") as follows:

6.1.1 Taxes. All real estate taxes, charges and assessments affecting the Property shall be prorated on a per diem basis as of the Pro Ration Date, disregarding any discount or penalty on the basis of the fiscal year of the authority leveling the same. Any "roll back taxes" as a result of the change in use of the Property due and payable (or as would be due and payable if the Property was being converted at the time at Closing and/or after Closing) shall be the Seller's responsibility.

6.1.2 Utilities. Charges for water, electricity, sewer rental, gas (if any) all other utilities shall be prorated on a per diem bases as the Pro Ration Date disregarding any discount or penalty on

the basis of the fiscal year or billing period with the authority, utility or entity charging for the same. If consumption of any foregoing is measured by meters, then in lieu of apportionment as aforesaid, Seller shall, obtain a reading of each meter not earlier than two (2) days prior to Closing and shall pay all such charges hereunder through the date of the meter readings.

6.1.3 Bulk Sales Tax. If a Bulk Sales Tax Clearance Certificate has not been obtained, all Bulk Sales Taxes assessed prior to or after Closing against the Seller shall remain the Seller's responsibility and an estimate thereof shall be held in escrow from the Seller's proceeds at Closing pursuant to Section 8.3 hereof

6.2 Expenses. Each party shall pay all its own expenses incurred in connection with this Agreement. In addition, Buyer shall pay all recording charges incident to the recording of the Deed for the Property and all title insurance premiums. Seller and Buyer shall each pay one half of all real estate transfer taxes resulting from the transfer of the Property, provided that any additional Real Estate Taxes resulting from the Buyer's assignment of this Agreement shall be at Buyer's sole cost and expense.

7. Due Diligence Period and Approval Periods.

7.1 Starting with the Effective Date for a period of Ninety (90) days thereafter (the "Due Diligence Period"), Buyer and its agents, contractors, employees and representatives at Buyer's sole cost and expense have the right to enter upon the Property for purposes of surveying and inspecting all aspects of the Property and completing environmental and other studies that Buyer deems appropriate. If Buyer determines in its sole and absolute discretion that the Property is unsuitable for any reason or for no reason whatsoever then upon written notice to the Seller at any time prior to the end of the Due Diligence Period, this Agreement shall terminate and effective immediately without further action by either party and upon such termination, neither party shall have any further obligations to the other and the deposit shall be returned to the Buyer without the need for Seller's consent. Seller agrees to make available upon Buyer's reasonable request true and correct copies of any and all records pertaining to the Property at no cost to the Seller.

7.2 Buyer shall have two Approval Periods each of six months duration to run consecutively. The first of which shall commence at the end of the Due Diligence Period and shall commence absent notice from the Buyer to the Seller that it is terminating this Agreement given within five days

after the end of the Due Diligence Period. The second Approval Period of six months shall commence at the expiration of the first Approval Period absent notice from the Buyer to the Seller that it has affirmatively elected not to proceed to the next Approval Period. Prior to five days after the end of any Approval Period, the Buyer may notify Seller that it is terminating this Agreement in its sole discretion, whereupon the Deposit placed in escrow applicable to the respective Approval Period for which a timely termination notice is given no later than five days after the end of the Approval Period, shall be returned to the Buyer. During the Approval Periods Buyer shall diligently pursue all desired approvals, permits, development agreements subdivision agreements and other relevant matters to obtain final land development approval and land development agreements for the construction of a an approximately 450,000 square foot warehouse/commercial use project on the Property. For purposes of clarification building permits shall not be deemed to be land development agreements nor shall agreements with independent contractors Seller agrees to cooperate and good faith Buyer and his pursuit of all desired approvals and execute any necessary documents to obtain such approvals and appoints the Buyer Seller's attorney in fact to execute the same and failure to execute all with such reasonable requests shall be a default of this Agreement by Seller.

8. Conditions of Buyer's Purchase of the Property.

The obligation of the Buyer under this Agreement to purchase the Property from Seller is contingent upon satisfaction of each of the following conditions:

- 8.1 Buyer's receipt of a Phase 1 Environmental Report which it agrees to order no later than twenty (20) days after execution of this Agreement by both Buyer and Seller indicating that there are no environmental issues (in Buyer's sole discretion) which adversely affect the Property. If Buyer is unsatisfied with the Phase 1 Environmental Report due to its indication of any environmental problems in its sole discretion Buyer may terminate this Agreement and receive the Escrow Funds or in the alternative may order a Phase 2 Environmental Report. If Buyer is unsatisfied with the Phase 2 Environmental Report it may also notify the Seller that it is terminating this Agreement and receive the Escrow Funds. In the alternative if Buyer is satisfied with either the Phase 1 or Phase 2 Environmental Reports or is willing to waive the condition it shall notify Seller of that fact. Buyer agrees to not unreasonably reject any offer from the Seller to remediate any matters which Buyer deems unsatisfactory which remediation must be at Seller's sole costs and expense; provided that any such remediation shall fully protect Buyer and can be performed in a timely matter.
- 8.2 Quality of Title. Title to the Property shall be good and marketable and such as will be insured by a reputable title insurance company at regular rates. Title to the Property shall be conveyed free and clear of all

mortgages, all liens, leases, easements and other encumbrances. As to any non-monetary encumbrances Buyer shall provide a list of objectionable encumbrances to the Seller within ten (10) days receiving its title report. Seller shall have seven (7) days to respond as to which of the objectionable encumbrances it shall cause to be removed at its sole cost and expense and Buyer shall thereafter have the period of seven (7) days to agree to accept title with the encumbrances that cannot be removed or to terminate the Agreement and receive a refund of the Escrow Funds. All mortgages and monetary liens must be removed by Seller at its sole cost at or prior to Closing.

- 8.3 Bulk Sales Tax Clearance Certificate. Seller will obtain a Bulk Sales Clearance Certificate if required from the Pennsylvania Department of Revenue and provide a copy thereof to Buyer at least five days prior to Closing. If same is unavailable an escrow for possible Bulk Sales Tax due by Seller shall be deducted from Seller's funds payable at Closing and held in an escrow account with an escrow agent selected by Buyer in an amount agreed to by Buyer based upon an estimate thereof from Seller's accountant in the form of escrow agreement agreed to by the Buyer.
- 8.4 All Representations, Warranties and Covenants of Buyer shall be true and correct as of the date of Closing.

9. Damage or Destruction; Condemnation.

- 9.1 If at any time prior to the date of the Closing all or any material portion of the Property is damaged or taken by eminent domain proceedings by any public authority, or notice of any such prospective condemnation or taking is given by any public authority, then at the option of Buyer, this Agreement shall terminate and shall be cancelled with no further liability with either party to the other, and the Escrow Funds shall be returned to Buyer. Seller shall give Buyer prompt notice of any actual threatened taking.
- 9.2 If at any time prior to Closing there is any partial or total damage as a result of fire or other casualty or destruction, at the option of the Buyer, this Agreement shall terminate and shall be cancelled with no further liability with either party to the other and the Escrow Funds shall be returned to Buyer. Seller shall give Buyer prompt notice of any damage as the result of fire or other casualty or destruction.
- 9.3 If there is any partial or total damage result of fire or other casualty or destruction to the Property on or before the date of Closing or condemnation or taking as set forth above and Buyer has not elected to terminate this Agreement as therein provided, then (i) all insurance proceeds and all condemnation proceeds paid or payable to Seller shall belong to Buyer and shall be paid over and assigned to Buyer at Closing and Seller shall further execute all assignments and other documents or other instruments as the Buyer may reasonably request or as may be

necessary to transfer all interest in all such proceeds to Buyer or to whomever Buyer shall direct and (ii) Buyer shall take title to a possession of the Property at Closing in the condition at that time.

- 9.4 All existing casualty insurance policies in respect to the Property shall be maintained and kept in full force and effect by Seller pending Closing.

10. Notices. All notices and other communications hereunder shall be in writing (whether or not a writing is expressly required hereby), and shall be deemed to have been given when delivered, if hand delivered, or one day after they were sent if sent by an express mail service or by courier providing a proof of delivery at the below addresses (or such other address as the party may hereby designate for itself by notice to the other party as required hereby).

- 10.1 If the Seller, Milprop Associates II at 1306 Miller Street N.E. Apt A, Palm Bay, FL 32905-4207 if to Buyer, National Land Development, LLC, 1160 North Middletown Road, Media, Pennsylvania 19063 with a required copy to Steven A. Cohen, Esquire, Petrikin, Wellman, Damico, Brown & Petrosa, 109 Chesley Drive, Media, Pennsylvania, 19063.

11. Inspection Period Condition of the Property Buyer's Indemnities.

- 11.1 At all reasonable times prior to Closing Buyer and its agents and representatives shall be entitled to enter into the Property in order to allow for the performance of the Phase 1 Environmental Report and if needed in Phase 2 Environmental Report as well as surveying and other needed investigations to obtain information necessary to obtain approvals. Buyer shall cause to be repaired any damage to the Property including personal injuries and/or property damage caused by the activities of Buyers, and its representatives on the Property and shall indemnify and hold Seller harmless from any and all actions taken by Buyer, its employees, agents, servants, consultants and contractors on the Property, including personal injuries and/or property damage to others. The provisions of this section shall survive Closing. Buyer does hereby acknowledge, however to Seller that it is taking the Property except for the conditions in Paragraph 8 hereof in an "as is" condition.

12. Undertaking Buyer and Seller Pending Closing.

- 12.1 In addition to the obligations required to be performed hereunder by the Buyer and Seller at Closing, Buyer and Seller agree to perform such other acts and execute, acknowledge and deliver such other instruments, documents and other materials as Buyer or Seller may reasonably request of each other that will be necessary in order to effect consummation of the transaction contemplating by this Agreement.

- 12.2 Between the Effective Date of and the date of Closing

- 12.2.1 Seller shall not execute any lease to the Property, except those which Seller is

authorized to terminate prior to Closing and Seller shall terminate all leases to the Property prior to Closing.

12.2.2 Until Closing, Seller shall keep and maintain Property in the same condition as it is of the date hereof, except for reasonable wear and tear, casualty loss and damage.

12.2.3 Between the Effective Date and Closing, Seller shall not permit any materials to be furnished or services to be performed upon the Property for which a lien can be filed against the Property other than in the ordinary course of business consistent with past practices.

12.2.4 Between the Effective Date and Closing Seller shall not enter into any new contracts with respect to the Property in which cannot be cancelled without charge, cost or penalty at Closing.

12.2.5 Seller shall promptly deliver to Buyer copies of any written notice received after the date hereof by Seller respect to any Leases.

13. Brokers. Both Buyer and Seller represent and warrant to the other that they have not engaged any real estate broker to represent them in connection with the sale of the Property with the exception of Chant Realtors whose commission shall be paid by the Seller and further agree to indemnify the other from and against any claim of any broker claiming a commission through them. Seller shall indemnify Buyer from and against any all costs and expenses relating to claims for leasing commission for leases executed for the Property prior to the Closing. The representations and warranties contained in this section and the indemnity contained in this section shall survive Closing.

14. Defaults.

14.1 Should Buyer violate or fail to fulfill or perform any of terms, conditions or the undertaking set forth in this Agreement applicable to it prior to Closing Seller shall so notify Buyer (and Buyer shall have a 15 day cure period after receipt of such notice to cure any alleged default) and as a result thereof Closing hereunder shall not occur, the Seller as its sole remedy shall receive the Escrow Funds as liquidated damages and this Agreement shall terminate except for the indemnity obligations of the Buyer to the Seller under Paragraph 11.1 hereof.

14.2 Should Seller violate or fail to fulfill or perform any of terms, conditions or the undertaking set forth in this Agreement applicable to it prior to

Closing and as a result thereof Closing hereunder shall not occur, then in such case Buyer shall have the option of (i) specifically in enforcing this Agreement or (ii) terminating this Agreement and in the event of termination, the Escrow Funds shall be returned to Buyer and Buyer may bring an action against Seller for its damages. In any event the obligations under Paragraph 11.1 hereof shall survive any termination.

15. Miscellaneous.

- 15.1 Tender. Tender of an executed Deed and Purchase Money is hereby waived; but nothing here shall be deemed a waiver of the obligation of Seller to execute, acknowledge and deliver the Deed to the Property or the concurrent obligation of Buyer to pay the Purchase price.
- 15.2 Governing Law. This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania and shall bind inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns.
- 15.3 Headings. Headings proceeding the text of the paragraphs and subparagraphs hereof are solely for the convenience in reference of the parties that not constitute a part of this Agreement nor shall it effect its meaning, destruction or effect.
- 15.4 Separate Counterparts. This Agreement may be executed on separate signature pages by one or more signators, all of which shall be deemed to constitute one signed Agreement.
- 15.5 Successors and Assigns. This Agreement shall extend to and bind the heirs and executors, administrators and assigns of respective parties hereto. At or prior to Closing upon providing written notice to Seller given at least five days prior to the Closing Date Buyer may assign this Agreement to any person or entity and upon such assignment the Assignee shall be obligated to perform all of the obligations of the Buyer hereunder and shall be entitled to all of rights and privileges of the Buyer hereunder, including enforcement of all rights and remedies against the Seller. Upon such assignment all rights of the Buyer to the Escrow Deposit shall be assigned to and become the rights of the Assignee. Seller acknowledges that any consideration paid to the Buyer is a result of the assignment shall become the sole property of the Buyer and not the Seller, whether the same is an assignment fee or an increase in the purchase price. Notwithstanding the above, Buyer shall not be released from its obligations under this Agreement which are not performed by the Assignee.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date as of the date first above written.

SELLER:

Handwritten initials or signature

MILPROP

ASSOCIATES,

11

By: Mayada Mounayer

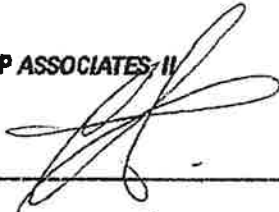
BUYER: NATIONAL LAND DEVELOPERS LLC

By: *David S. Wiggins*
DAVID S. WIGGINS

By: *Joe Marley*
JOSEPH MARLEY

MILPROP ASSOCIATES, II

By: _____

 1/17/22

BUYER: NATIONAL LAND DEVELOPERS LLC

By: _____

DAVID S. WIGGINS

By: _____

JOSEPH MARLEY

JOINDER BY THE ESCROW AGENT

Land Services USA, Inc., the Escrow Agent named in the foregoing Agreement of Sale hereby joins in such Agreement to evidence its Agreement to hold all of the Escrow Funds, and otherwise to perform the obligations of the Escrow Agent, all as provided in Paragraph 3 hereof.

Dated: 1/18/22

By:  _____

EXHIBIT A
FIRPTA AFFIDAVIT

FORM OF FIRPTA AFFIDAVIT

COMMONWEALTH OF PA

:

: SS

COUNTY OF DELAWARE

:

Section 1445 of the Internal Revenue Code of 1986 as amended (Code), provides that a transferee of a United States real property interests must withhold tax if the transferor is a foreign person. To inform Advanced Real Estate, LLC (Transferee), whose mailing address is 1160 North Middletown Road, Media, Pennsylvania 19063 that withholding of tax is not required upon the depositor of a United States real property interest by Milprop Associates II, ("Transferor") the undersigned hereby certify as follows:

1. Transferor is not a foreign person, foreign corporation, foreign partnership or foreign trust or an estate (as those terms are defined in the Code and its regulation promulgated thereunder;
2. Transferor's Federal Identification number is _____
3. Transferor's address is _____

Transferor understand that this certification may be disclosed to the Internal Revenue Service by the Transferee, and any false statement contained herein could be punished by, fine, imprisonment or both.

Under penalties of perjury, the undersigned declared that he has examined this Certification and to the best of his knowledge and belief that it is true and correct and complete and does further declare he has the authority to sign this document executed effective the _____ day of _____, 2022.

MILPROP ASSOCIATES II

By: _____

1/17/22

Sworn and Described

Before me on this _____

Day of _____, 2022

Notary Public

My Commission Expires:

Exhibit A-4

CONDITIONAL USE PLANS FOR MILFORD DISTRIBUTION FACILITY

MILFORD TOWNSHIP PIKE COUNTY, PENNSYLVANIA

PENNSYLVANIA ACT 287
OF 1974 AS AMENDED
UTILITY USERS LIST

PENCOR SERVICES
COLUMBIA GAS TRANSMISSION
PIKE COUNTY L&P
MET ED

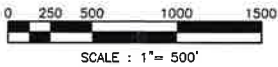


BEFORE YOU DIG ANYWHERE IN
PENNSYLVANIA CALL 1-800-242-1776
NON-MEMBERS MUST BE CONTACTED DIRECTLY
PA LAWS REQUIRES THREE WORKING DAYS
NOTICE TO UTILITIES BEFORE YOU EXCAVATE,
DRILL, BLAST OR DEMOLISH
20220412410

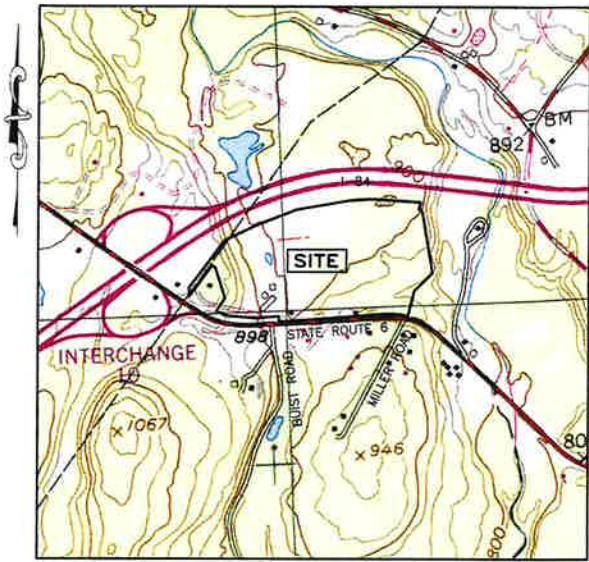
THE CONTRACTOR SHALL VERIFY THE LOCATION AND ELEVATION OF
ALL UNDERGROUND UTILITIES BEFORE THE START OF WORK.



OVERALL SITE



SCALE : 1"= 500'



LOCATION MAP



SCALE : 1"= 800'

SOURCE MAP: MILFORD PA USGS QUAD MAP

DRAWING INDEX

SHEET NO.	TITLE
1 OF 5	COVER SHEET
2 OF 5	CONDITIONAL USE SITE PLAN
3 OF 5	EXISTING FEATURES PLAN
4 OF 5	GRADING AND UTILITY PLAN
5 OF 5	LIGHTING AND LANDSCAPING PLAN

CIVIL ENGINEERS

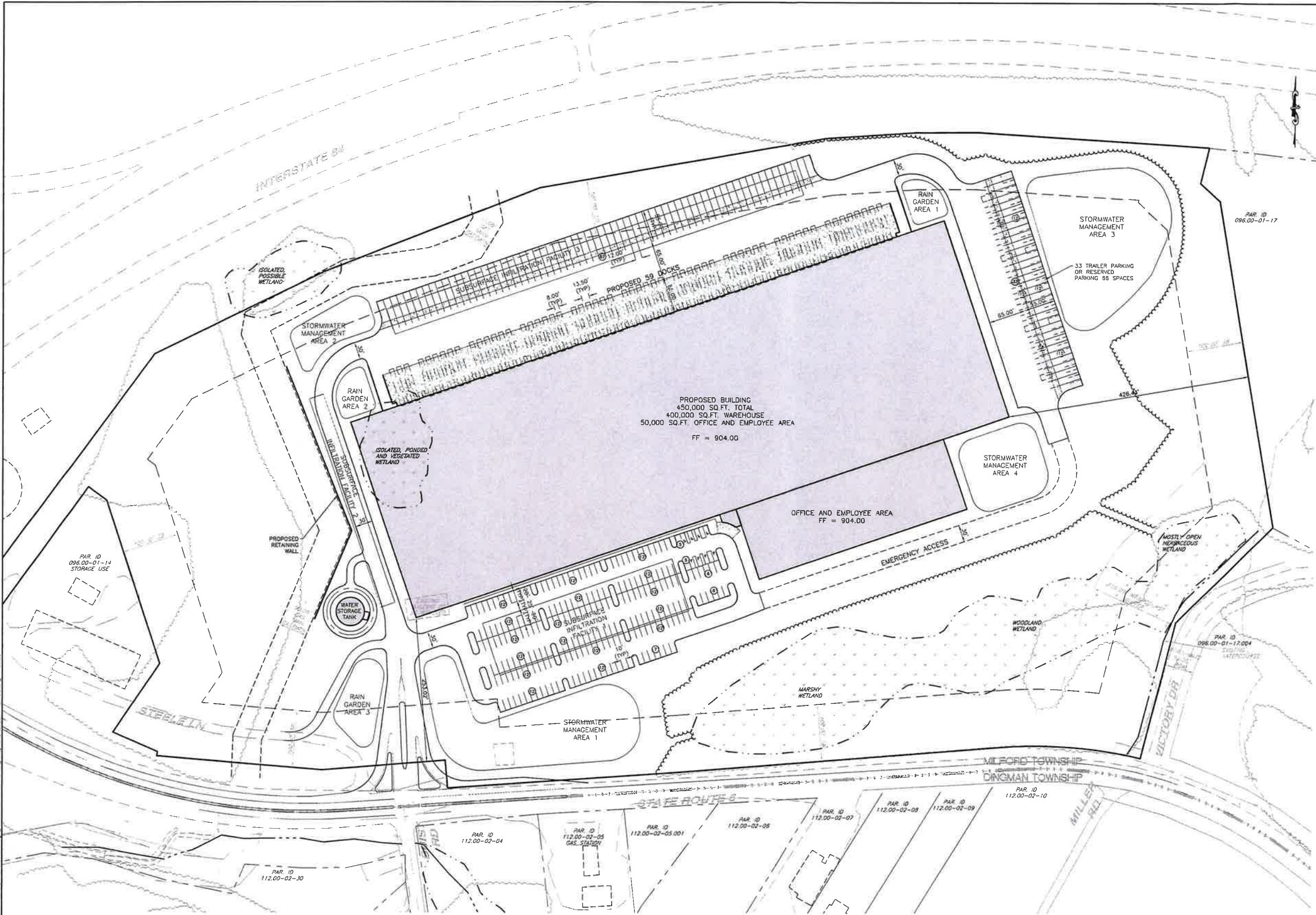


559 MAIN STREET, SUITE 230
BETHLEHEM, PA 18018
(610) 419-9407
lvlengineers.com

APPLICANT/EQUITABLE OWNER
NATIONAL LAND DEVELOPERS, LLC
1010 WILSON AVENUE
GLEN MILLS, PA. 19342
(610) 655-7250

CONDITIONAL USE PLAN FOR
MILFORD DISTRIBUTION FACILITY
CONDITIONAL USE PLAN

JOB NO. 218686
APRIL 29, 2022
SHEET 1 OF 5



LOCATION MAP

SCALE: 1"=2000'
SOURCE: MILFORD PA USGS QUAD MAP

SITE DATA:

EXISTING OWNER: MILPROP ASSOC. II, LIMITED
ADDRESS: 1306 MILLER ST NE APT A, PALM BAY, FL 32905
APPLICANT/EQUITABLE OWNER: NATIONAL LAND DEVELOPERS, LLC
ADDRESS: 1010 WILSON AVENUE, GLEN MILLS, PA 19342
PARCEL ID: 096.00-01-16
PARCEL AREA: 44.48 AC.
UTILITIES: ON-LOT
WATER: ON-LOT
SEWER: ON-LOT
USE: WAREHOUSE IS A CONDITIONAL USE IN THE DD ZONING DISTRICT

GENERAL NOTES:

- TOPOGRAPHIC AND BOUNDARY INFORMATION TAKEN FROM PIKE COUNTY GIS AND WWW.PASDA.PSU.EDU WEBSITE
- FLOOD PLAIN INFORMATION TAKEN FROM FLOOD INSURANCE RATE MAP, PIKE COUNTY, PA PANEL 330 OF 530, MAP 42103C0330C, IN ZONE X, AREA OF MINIMAL FLOOD HAZARD
- THERE ARE WETLANDS ON THE PROPERTY PER A WETLAND REVIEW BY C&H ENVIRONMENTAL, INC. IN FEBRUARY 2022

ZONING DATA:

DD - DEVELOPMENT DISTRICT		
EXISTING USE:	COMMERCIAL USE	
PROPOSED USE:	WAREHOUSE	
DD DISTRICT:	REQUIRED/PERMITTED	PROVIDED
MIN. LOT AREA:	1 ACRES	44.48 AC.
MIN. LOT WIDTH:	150 FT.	1,800± FT.
MAX. LOT COVERAGE:		
SECTION 414.4		
NON-RESIDENTIAL		
LOT COVERAGE	65%	38.60%
MAX. BLDG. COVERAGE:	25%	23.33%
MIN. YARD SETBACKS:		
FRONT:	35 FT.	N/A
SIDE:	25 FT.	N/A
SIDE ADJOINING DD DISTRICT:	20 FT.	N/A
REAR:	25 FT.	N/A
SECTION 414.4		
NON-RESIDENTIAL		
LOT YARD	100 FT.	253.02 FT.
BUILDING HEIGHT:	45 FT.	<45 FT.

PARKING REQUIREMENTS:

REFERENCE 4TH EDITION PARKING GENERATION FOR INDUSTRY STANDARDS
HANDBOOK AVERAGE PEAK PERIOD
0.31 VEHICLES/1,000 SQ.FT. GROSS FLOOR 230 SPACES REQUIRED
PROVIDED SPACES: 233 SPACES PROVIDED
RESERVED PARKING SPACES IN LIEU OF ADDITIONAL TRAILER PARKING 66 SPACES
INDUSTRIAL USE IN ZONING ORDINANCE*
1 SPACE PER 400 SQ.FT. GROSS AREA 450,000/400= 1125 SPACES REQUIRED
* NOT APPLICABLE FOR WAREHOUSE USE

LEGEND

ADJOINER LINE	---
EXISTING BOUNDARY	---
EXISTING BUILDINGS	---
EXISTING BUILDING SETBACK LINES	---
EXISTING CONTOUR	---
EXISTING INDEX CONTOUR	---
EXISTING EDGE OF PAVEMENT	---
EXISTING LEGAL RIGHT-OF-WAY	---
EXISTING TREELINE	---
EXISTING WETLANDS	---
PROPOSED BUILDING	---
PROPOSED EDGE OF PAVEMENT	---
PROPOSED PARKING SPACES	---
PROPOSED ROAD STRIPING	---

S:\2021\218686\Drawings\Site Plan\02 Site Plan.dwg | Tabernis SITE PLAN | May 04, 2022 | 8:46am | e:\chris

written dimensions shall have priority over scaled dimensions. All dimensions, elevations, locations, and conditions, shall be verified by the Contractor prior to construction, and the Owner and LVL Engineering Group shall be notified of any discrepancies with the information shown on drawings.
Any these plans representing the values or not in professional seal shall be considered official and relied upon. All ideas, designs and arrangements presented herein were developed for use on, and in connection with, the specified project being prepared for the client. These plans may not be reproduced or altered without the expressed written permission of LVL Engineering Group.
Information shown on this plan represents professional services performed and designs developed, owned and copyrighted by LVL Engineering Group. Reproduction of this plan without written approval of LVL Engineering Group is not permitted. Unauthorized reproduction of a copy of this plan for any purpose will be considered a violation of the copyright laws and a theft of corporate assets. Unauthorized alterations of the plan will be considered a violation of the professional code of ethics. Any violation will be prosecuted to the fullest extent of current statutes.

REVISIONS		PROJECT	
DATE	DESCRIPTION	DATE	DESCRIPTION

MILFORD DISTRIBUTION FACILITY
MILFORD TOWNSHIP
PIKE COUNTY, PA.
NATIONAL LAND DEVELOPERS, LLC
1010 WILSON AVENUE
GLEN MILLS, PA. 19342



218686	CONDITIONAL USE SITE PLAN		SHEET
DESIGNED BY: ELH	DOYLESTOWN (215) 345-9400		2 OF 5
CHECKED BY: KJR/MEO	STROUDSBURG (570) 629-0300		
SCALE: 1" = 80'	www.lvlengineers.com	BETHLEHEM CORPORATE OFFICE 559 MAIN STREET, SUITE 230 BETHLEHEM, PA 18018 (610) 419-3407	DATE: APRIL 29, 2022
PROJECT STATUS: CONDITIONAL	MILFORD DISTRIBUTION FACILITY		



SITE DATA:	
EXISTING OWNER:	MILPROP ASSOC. II, LIMITED
ADDRESS:	1306 MILLER ST NE APT A, PALM BAY, FL 32905
APPLICANT/EQUITABLE OWNER:	NATIONAL LAND DEVELOPERS, LLC
ADDRESS:	1010 WILSON AVENUE, GLEN MILLS, PA 19342
PARCEL ID:	096.00-01-16
PARCEL AREA:	44.48 AC.
UTILITIES:	ON-LOT
WATER:	ON-LOT
SEWER:	
USE:	WAREHOUSE IS A CONDITIONAL USE IN THE DD ZONING DISTRICT

- GENERAL NOTES:**
- TOPOGRAPHIC AND BOUNDARY INFORMATION TAKEN FROM PIKE COUNTY GIS AND WWW.PASDA.PSU.EDU WEBSITE
 - FLOOD PLAIN INFORMATION TAKEN FROM FLOOD INSURANCE RATE MAP, PIKE COUNTY, PA PANEL 330 OF 530, MAP 4210300330C, IN ZONE X, AREA OF MINIMAL FLOOD HAZARD.
 - THERE ARE WETLANDS ON THE PROPERTY PER A WETLAND REVIEW BY C&H ENVIRONMENTAL, INC. IN FEBRUARY 2022.

LEGEND	
	ADJOINER LINE
	EXISTING BOUNDARY
	EXISTING BUILDINGS
	EXISTING BUILDING SETBACK LINES
	EXISTING CONTOUR
	EXISTING INDEX CONTOUR
	EXISTING EDGE OF PAVEMENT
	EXISTING LEGAL RIGHT-OF-WAY
	EXISTING TIE LINE
	EXISTING WETLANDS

Written dimensions shall have priority over scaled dimensions. All dimensions, elevations, locations, and conditions, shall be verified by the Contractor prior to construction, and the Owner and LVL Engineering Group shall be notified of any discrepancies with the information shown on drawings.

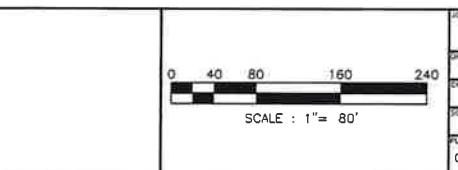
Only those plans incorporating the revised or red ink information shall be considered official and re-drawn. All design, design and arrangements presented herein were developed for use on, and in connection with, the specified project being prepared for the Owner. These plans may not be reproduced or altered without the expressed written permission of LVL Engineering Group.

Information shown on this plan represents professional services expressing ideas and designs developed, owned and copyrighted by LVL Engineering Group. Reproduction of this plan without written approval of LVL Engineering Group is not permitted. Unauthorised reproduction of a copy of this plan for any purpose will be considered a violation of the copyright laws and a theft of corporate assets. Unauthorised alterations of the plan will be considered a violation of the professional code of ethics. Any violation will be prosecuted to the fullest extent of current statutes.

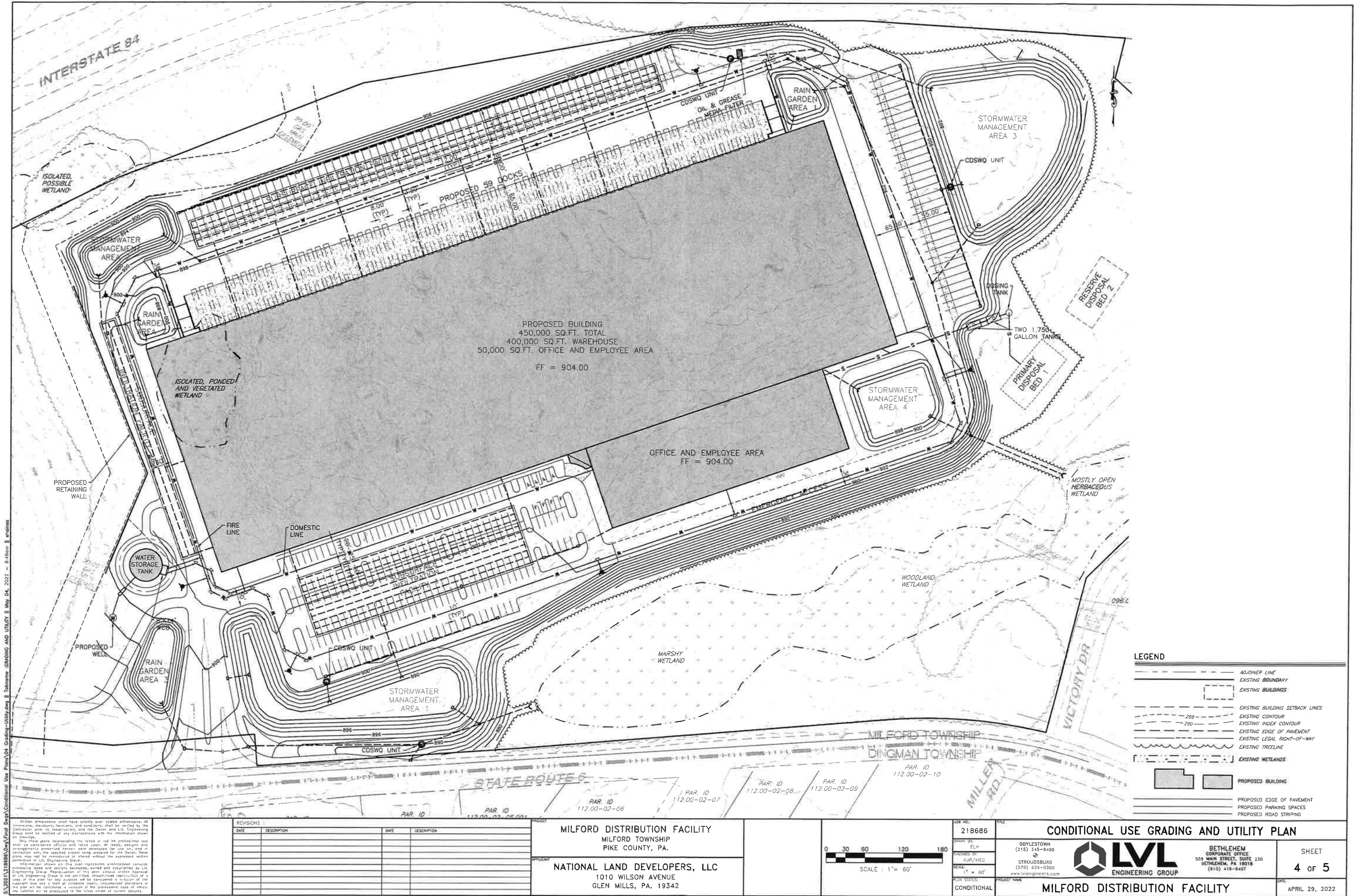
REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

MILFORD DISTRIBUTION FACILITY
MILFORD TOWNSHIP
PIKE COUNTY, PA.

NATIONAL LAND DEVELOPERS, LLC
1010 WILSON AVENUE
GLEN MILLS, PA. 19342



JOB NO. 218686		CONDITIONAL USE EXISTING FEATURES PLAN	
DESIGNED BY: ELH	DOYLESTOWN (215) 345-9400		SHEET 3 OF 5
CHECKED BY: KJR/MEG	STROUDSBURG (570) 629-0300		
SCALE: 1" = 80'	www.lvlengineers.com	BETHLEHEM CORPORATE OFFICE 559 MAIN STREET, SUITE 250 BETHLEHEM, PA 18018 (610) 419-9407	
PLAN STATUS: CONDITIONAL	PROJECT NAME: MILFORD DISTRIBUTION FACILITY	DATE: APRIL 29, 2022	



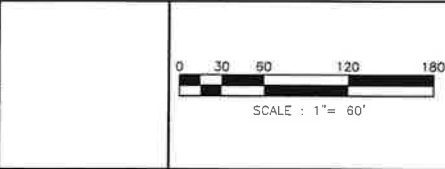
1218686-01.dwg Plot Date: 04/29/2022 8:48am Plotted By: jhaines

Written dimensions shall have priority over scaled dimensions. All dimensions, elevations, locations, and conditions shall be verified by the Contractor prior to construction, and the Owner and LVL Engineering Group shall be notified of any discrepancies with the information shown on drawings.
Only those plans representing the raised or red ink professional seal shall be considered official and relied upon. All design, design and arrangements presented herein were developed for use only and in connection with the specific project being prepared for the Owner. These plans may not be reproduced or altered without the expressed written permission of LVL Engineering Group.
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REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

MILFORD DISTRIBUTION FACILITY
MILFORD TOWNSHIP
PIKE COUNTY, PA.

NATIONAL LAND DEVELOPERS, LLC
1010 WILSON AVENUE
GLEN MILLS, PA. 19342



218686	CONDITIONAL USE GRADING AND UTILITY PLAN		SHEET 4 of 5
Drawn by: ELH Checked by: KJR/MSG Scale: 1" = 60' Status: CONDITIONAL	DOYLESTOWN (215) 345-9400 STROUDSBURG (570) 625-0300 www.lvlengineers.com	LVL ENGINEERING GROUP BETHLEHEM CORPORATE OFFICE 559 MAIN STREET, SUITE 230 BETHLEHEM, PA 18015 (610) 418-9407	
MILFORD DISTRIBUTION FACILITY			APRIL 29, 2022

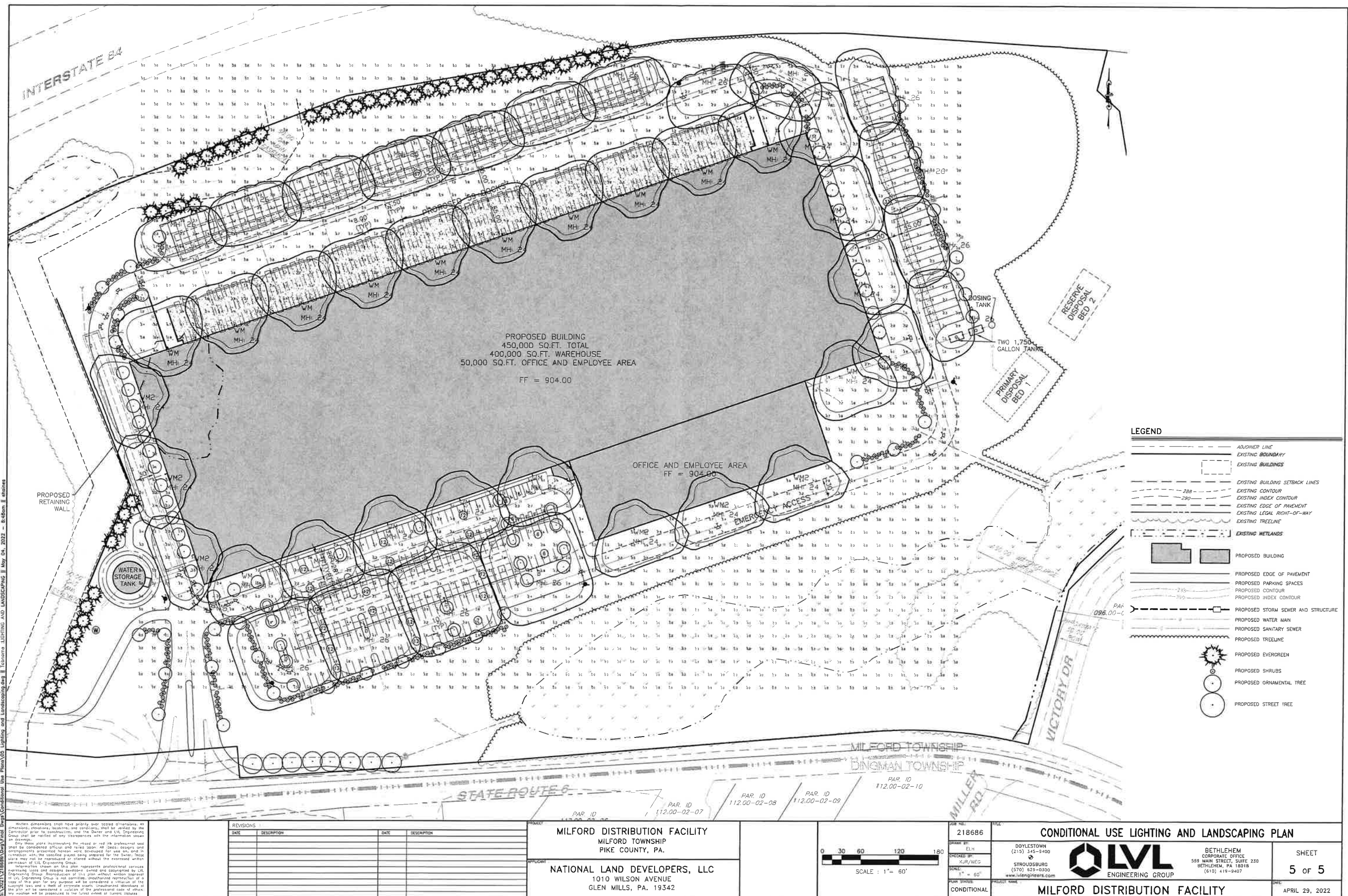


Exhibit A-5

Milprop Properties – Summary of Findings
Prepared by: Mr. Brian Oram, Professional Geologist
B.F. Environmental Consultants, Inc.
15 Hillcrest Drive
Dallas, PA 18612
<http://www.bfenvironmental.com> (570) 335-1947

B.F. Environmental Consultants, Inc. provided assistance with the evaluation of a 40+-acre parcel in Milford Township, Pike County, Pennsylvania. The scope of the project was limited to reviewing the published soils data and conducting preliminary soils testing in the landscape setting for the proposed land-based wastewater management system. In addition to the soils assessment, we conducted a general review of the published geological information for the region.

Soils

Based on a review of the NRCS soil survey for Pike County, Pennsylvania, the portion of the site that the project engineer has proposed for sewage disposal is mapped as part of the Chenango Soil Series, see attachments. The Chenango soil “series consist of very deep, well and somewhat excessively drained soils” that formed from glacial fluvial and alluvial materials. The primary diagnostic horizons include an ochric epipedon and a cambic horizon. The depth to a water table is typically more than 80 inches below grade and the soil may have a saturated hydroconductivity of 0.6 to 6 inches per hour. At the request of the project engineer, B.F. Environmental Consultants, Inc. evaluated 4 test pits that were excavated and located under the direction of the project engineer, i.e., Boucher & James, Inc., Bethlehem, Pennsylvania.

The detailed descriptions for the four test pits have been provided. In general, the undisturbed areas were generally suitable for the use of a land-based conventional septic system, such as: conventional elevated sand mounds. The depth to the limiting zone for the undisturbed areas ranged from 24 to 32 inches. For one test pit, i.e., Test Pit # 4, a portion of the pit was excavated through a portion of a disturbed area, i.e., Test Pit # 4B. The disturbed area appears to be an abandon cart-way and because of surface compaction this area would be unsuitable for the siting of an on-site land-based disposal system. The project engineer indicates the project is proposing a development with an estimated peak daily flow

of 4000 gpd of “domestic strength” wastewater. From the on-site conditions, it would be advisable to site a primary and reserve disposal area using design factor of at least 1.5 gpd/ft² of aggregate area. Therefore, the minimum size of the primary disposal area should be 6000 ft² with a 100 % back-up or reserve area.

Test Pit # 1

-1 – 0 inch	Organic layer – fibric
0 - 5 inches	7.5YR3/3, gravelly silt loam, wk f granular, v. friable, sl. sticky when wet
5 – 12 inches	7.5YR4/4, v. gravelly silt loam, wk f sbk, v. friable, sl. sticky when wet
12 – 26 inches	7.5YR5/4, v. gravelly loam, wk m sbk, clay films, friable, sl. sticky when wet
26 - 61 inches	variegated very gravelly sandy loam, massive, loose, lithochromic features, and discontinuous pockets or lenses of loose uncoated gravel

LZ – open voids at 26 inches

Undisturbed area: At 26 inches, the material changes to a “C” horizon that is a sandy loam to loamy sand, massive- single grain, loose with some discontinuous pockets of **open voids**. Possible Limiting Zone – Open void conditions at 26 inches. This horizon extended to at least 6 feet. Percolation testing in the area may have a very rapid percolation test. Percolation testing in the area may have a very rapid percolation test, but it is likely that a disposal bed would be sized based on a loading of 1.5 gpd per ft² of aggregate area.

Test Pit # 2

-1 – 0 inch	Organic layer – fibric
0 - 6 inches	7.5YR3/3, gravelly silt loam, wk f granular, v. friable, sl. sticky when wet
6 – 13 inches	7.5YR4/4, v. gravelly silt loam, wk f sbk, v. friable, sl. sticky when wet
13 – 24 inches	7.5YR5/4, v. gravelly loam, wk m sbk, clay films, friable, sl. sticky when wet
24 - 60 inches	variegated very gravelly sandy loam, massive, loose, lithochromic features, and discontinuous pockets or lenses of loose uncoated gravel

LZ – open voids at 24 inches

Undisturbed area: At 24 inches, the material changes to a “C” horizon that is a sandy loam to loamy sand, massive- single grain, loose with some discontinuous pockets of **open voids**. Possible Limiting Zone – Open void conditions at 24 inches. This horizon extended to at least 6 feet. Percolation testing in the area may have a very rapid percolation test. Percolation testing in the area may have a very rapid percolation test, but it is likely that a disposal bed would be sized based on a loading of 1.5 gpd per ft² of aggregate area.

Test Pit # 3

-1 – 0 inch Organic layer – fibric
0 - 5 inches 7.5YR3/3, gravelly silt loam, wk f granular, v. friable, sl. sticky when wet
5 – 10 inches 7.5YR4/4, v. gravelly silt loam, wk f sbk, v. friable, sl. sticky when wet
10 – 21 inches 7.5YR5/4, v. gravelly loam, wk m sbk, clay films, friable, sl. sticky when wet
21 – 32 inches 7.5YR5/3, v. gravelly sandy loam, wk f to m sbk, friable, non-sticky
32 - 60 inches variegated very cobbly sandy loam, massive, loose, lithochromic features, and discontinuous pockets or lenses of loose uncoated gravel

LZ – open voids at 32 inches

Undisturbed area: At 32 inches, the material changes to a “C” horizon that is a sandy loam to loamy sand, massive- single grain, loose with some discontinuous pockets of **open voids**. Possible Limiting Zone – Open voids conditions at 32 inches. This horizon extended to at least 5 feet. Percolation testing in the area may have a very rapid percolation test, but it is likely that a disposal bed would be sized based on a loading of 1.5 gpd per ft² of aggregate area.

Test Pit # 4A

-1 – 0 inch Organic layer – fibric
0 - 6 inches 7.5YR3/3, gravelly silt loam, wk f granular, v. friable, sl. sticky when wet
6 – 15 inches 7.5YR4/4, v. gravelly silt loam, wk f sbk, v. friable, sl. sticky when wet
15 – 24 inches 7.5YR5/4, v. gravelly loam, wk m sbk, clay films, friable, sl. sticky when wet
24 - 60 inches variegated very cobbly sandy loam, massive, loose, lithochromic features, and discontinuous pockets or lenses of loose uncoated gravel

LZ – open voids at 24 inches

Undisturbed area: At 24 inches, the material changes to a “C” horizon that is a sandy loam to loamy sand, massive- single grain, loose with some discontinuous pockets of **open voids**. Possible Limiting Zone – Open voids conditions at 24 inches. This horizon extended to 5 feet. Percolation testing in the area may have a very rapid percolation test. This horizon extended to at least 5 feet. Percolation testing in the area may have a very rapid percolation test, but it is likely that a disposal bed would be sized based on a loading of 1.5 gpd per ft² of aggregate area.

Test Pit # 4 B- Disturbed area (Cart-way) (Unsuitable for land-based disposal of sewage)

-0.5 – 0 inch Organic layer – fibric
0 - 3 inches 7.5YR3/3, gravelly silt loam, mod platy, sl. firm, sl. sticky when wet (compacted)
6 – 15 inches 7.5YR4/2, v. gravelly loam, mod medium platy, sl. firm, sl. sticky when wet (compacted)
15 – 20 inches 7.5YR5/4, v. gravelly loam, mod m shk, clay films, friable, sl. sticky when wet
20 - 36 inches variegated very cobbly sandy loam, massive, loose, lithochromic features, and discontinuous pockets or lenses of loose uncoated gravel

LZ – open voids at 20 inches, but this is a disturbed area with a compacted zone at the surface.

The upper A and Bw1 horizons are compacted and have a platy structure. The Compaction extends to a depth of 10 to 15 inches. At 20 inches, the material changes to a “C” horizon that is a sandy loam to loamy sand, massive loose with some discontinuous layers of **open voids**. Possible Limiting Zone – Disturbed Compacted area at surface - Open voids conditions at 20 inches. **Recommend avoiding the disturbed areas as part of the proposed sewage disposal area.**

Notes:

1. Part of this area shows the presence of a historic road or cart-way.
2. Part of this area shows some timber harvesting potential laydown areas that may be compacted.
3. Part of this area shows piles of materials

Geology/Groundwater

In addition to the soils assessment, we conducted a general review of the published geological information for the region. From the “Groundwater Resources of Pike County, Pennsylvania”, WRR 65, 1989, the unconsolidated material on the project site is mapped as Olean Ice-Contact Stratified Sand and Gravel (Qoic). This material is characterized as “unconsolidated, stratified sand and gravel, containing larger boulders.” The thickness of the formation is highly variable and may range in thickness from a few feet to over 200 feet. In general, this unconsolidated material may be suitable for water supply development, but the formation may be vulnerable to contamination and surface water influence. Since the project site is adjacent to a PennDot facility and adjacent to Route 84 and Route 6 the shallow groundwater may be vulnerable to contamination from surrounding development, fuel storage and transport, spills, and road/salting activities. Since the project will most likely need to develop a public water supply system that will be most likely classified as a transient or non-transient non-community water system, the project should consider developing a well within the consolidated material, i.e., the bedrock aquifer. Using the PA State Parks, Forests, and Geology Interactive Map for Pennsylvania, the consolidated material underlying the project site is mapped as the Trimmers Rock Formation. The Trimmers Rock Formation has been described as a “medium-dark-gray interbedded shales and siltstones. Some of the siltstones grade up into shale. In the lower part, bed thickness is 1 to

4 inches, increasing to 1 to 3 feet in the upper part.” The maximum thickness of the formation is up to 3000 feet. Wells in this formation range in depth from 58 to 2300 feet with a median depth of 220 feet and a median yield of 20 gpm with a range of 2 to 100 gpm. The static water level for wells in this formation ranges from 18 to 80 feet. Water from the formation tends to be soft to moderately hard, low pH, and elevated levels of iron and manganese.

Summary of Findings and Recommendations

1. In general, the areas selected by the project engineer for soils testing was general suitable for land-based wastewater disposal, but some disturbed or compacted areas were identified, and additional soils testing will be needed to properly site a primary and reserve disposal area for this project.
2. The published geological data indicates that the bedrock or consolidated aquifer should produce adequate water for the project, but additional testing will be need to confirm water quality and it is likely that some level of pretreatment will be required to produce potable or drinkable water. The scope of our assessment did NOT include the evaluation of any existing on-site water supply system.
3. Recommendation: Because of historic use and surrounding conditions, it would be advisable for the project to locate and evaluate the reported onsite water well and collect a water sample for certified water quality analysis.
4. Recommendation: If a new on-site water well is proposed, the existing on-site well should be abandon and properly sealed and the new well should be drilled using a double casing method and constructed in a manner that meets or exceeds the PA Drinking Water Standards.

This report was prepared by Mr. Brian Oram, licensed Professional Geologist and owner of B.F. Environmental Consultants, Inc. By affixing my seal to this document, I am certifying that the information is true and correct. I further certify I am licensed to practice in the Commonwealth of Pennsylvania and that it is within my professional expertise to verify the correctness of the information.

Brian F. Oram, PG

(signed and sealed on March 28, 2022)



A handwritten signature in cursive script, appearing to read "Brian F. Oram".

Exhibit A-6



Horner & Canter Associates

A PROFESSIONAL CORPORATION


TRANSPORTATION AND TRAFFIC ENGINEERING

DAVID H. HORNER, P.E., PTOE, President
HASSON A. KEENE, Associate

MEMORANDUM

TO: Joseph Marley, National Land Developers, LLC

CC: Michael Gable, P.E., LVL Engineers

FROM: David H. Horner, P.E., PTOE 
Horner & Canter Associates

RE: **Milford Township Warehouse Site**
Milford Township, Pike County, Pennsylvania
HCA File No. 22-036

DATE: June 30, 2022

The purpose of this memorandum is to summarize the results of our preliminary traffic review of the proposed warehouse development to be located on the north side of U.S. Route 6 in Milford Township, Pike County, Pennsylvania. Based on the Concept Plan prepared by LVL Engineers, the proposed development will comprise approximately 450,000 square feet of building area (400,000 s.f. warehouse space and 50,000 square feet accessory office space). Access to the development will be provided via one driveway intersecting U.S. Route 6 directly opposite Buist Road.

Trip Generation

The trip generation for the proposed development is estimated based on the Institute of Transportation Engineers' (ITE) publication *Trip Generation Manual, 11th Edition*. This publication is the nationally-accepted database for projecting traffic for a variety of land uses including warehousing. For the proposed development, ITE Land Use Code 150 – Warehousing was considered the most appropriate.

Table 1 below summarizes the daily and weekday peak period trip generation for the site, separated by passenger vehicles and truck traffic:

Table 1 Projected Trip Generation							
		AM Peak Hour			PM Peak Hour		
	Daily	In	Out	Total	In	Out	Total
Passenger Vehicles	499	55	14	69	15	51	66
Trucks	250	5	4	9	7	7	14
Total Trips	749	60	18	78	22	58	80

Trip Distribution/Truck Travel Routes

The approval/departure traffic distribution for the proposed warehouse has been reviewed. For employee traffic (passenger vehicles) the distribution is oriented to/from the local population centers of the town of Milford to the southeast and to Matamoras and Port Jervis (NY) to the northeast. The truck travel routes are based on the ease of access to the regional highway network. Given the location of the subject site in close proximity to the interchange of U.S. Route 6 and I-84, it is expected that essentially 100% of the truck traffic would be oriented to/from this interchange to the west of the site.

The following is a summary of the anticipated traffic distribution to/from the site:

	<u>Passenger Vehicles</u>	<u>Truck Traffic</u>
I-84 Interchange	30%	100%
US Route 6		
to/from the west	10%	0%
to/from the east	<u>60%</u>	<u>0%</u>
	100%	100%

It should be noted that local truck demands can be accommodated by U.S. Route 6 to/from the east (toward Milford) although this route is not conducive to regional truck traffic given the vertical and horizontal curves. The roadway is signed for "Trucks – 20 mph speed limit" and "Steep Slopes" within the segment between the site and the town of Milford.

With the expectation that the warehouse development will be primarily servicing regional needs, coupled with the undesirability for trucks to use U.S. Route 6 towards and through the town of Milford, it is expected that very few trucks if any will be traveling through the town of Milford.

Access Layout

Based on the projected daily trip generation, the access driveway to U.S. Route 6 would be classified as a “low-volume” driveway per PennDOT standards. As a “low-volume” driveway, the access will minimally require one ingress lane and one egress lane within a minimum cartway width of 24 feet. The curb radii must be designed to accommodate a WB-67 tractor trailer. Given the use of this driveway for truck traffic, and the heavy orientation of truck traffic to/from the west toward I-84, it is recommended that two egress lanes be provided for separate left- and right-turn lanes, with a triangular median separating these flows.

The traffic volumes will not warrant traffic signalization. As an unsignalized (stop-controlled) approach, the left-turn exiting movement from the driveway will operate at Level of Service (LOS) E/F during the peak hours. The entering left-turn movement will operate at LOS B. The LOS E/F results are considered deficient in terms of delay and operation; however, these operating conditions are typical of unsignalized intersections on an arterial roadway such as U.S. Route 6. A left-turn lane is already provided on eastbound U.S. Route 6. The left-turn lane, which is currently 75-feet in length, should be lengthened to accommodate the future truck traffic demands. There appears to be existing cartway width on U.S. Route 6 to accommodate the lengthening of this lane with a minor restriping. A designated right-turn lane on westbound U.S. Route 6 should also be provided at this intersection.

Please note that these results are considered preliminary. A detailed Traffic Impact Study will be required as part of both the Township’s land development process and PennDOT’s access permitting process. If you have any questions, please do not hesitate to contact me.

Exhibit A-7

CONDITIONAL USE PLANS FOR MILFORD WAREHOUSE FACILITY

MILFORD TOWNSHIP PIKE COUNTY, PENNSYLVANIA

PENNSYLVANIA ACT 287
OF 1974 AS AMENDED
UTILITY USERS LIST

PENCOR SERVICES
COLUMBIA GAS TRANSMISSION
PIKE COUNTY L&P
MET ED

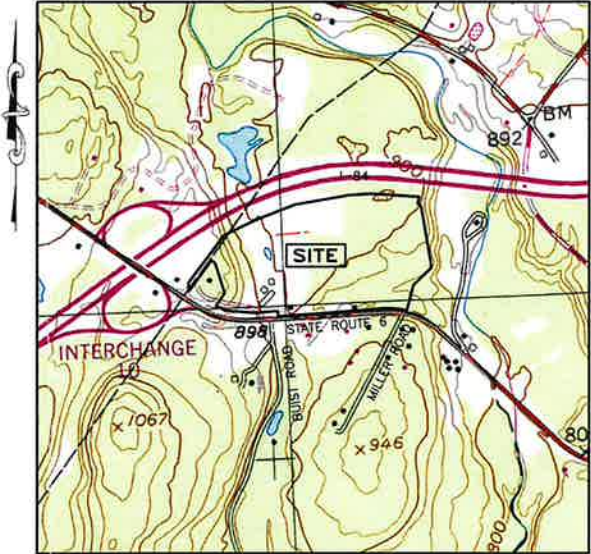
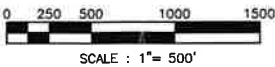


BEFORE YOU DIG ANYWHERE IN
PENNSYLVANIA CALL 1-800-242-1776
NON-MEMBERS MUST BE CONTACTED DIRECTLY
PA LAWS REQUIRES THREE WORKING DAYS
NOTICE TO UTILITIES BEFORE YOU EXCAVATE,
DRILL, BLAST OR DEMOLISH
20220412410

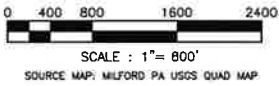
THE CONTRACTOR SHALL VERIFY THE LOCATION AND ELEVATION OF
ALL UNDERGROUND UTILITIES BEFORE THE START OF WORK.



OVERALL SITE



LOCATION MAP



DRAWING INDEX

SHEET NO.	TITLE
1 OF 5	COVER SHEET
2 OF 5	CONDITIONAL USE SITE PLAN
3 OF 5	EXISTING FEATURES PLAN
4 OF 5	GRADING AND UTILITY PLAN
5 OF 5	LIGHTING AND LANDSCAPING PLAN

CIVIL ENGINEERS



559 MAIN STREET, SUITE 230
BETHLEHEM, PA 18018
(610) 419-9407
lvlengineers.com

APPLICANT/EQUITABLE OWNER
NATIONAL LAND DEVELOPERS, LLC
1010 WILSON AVENUE
GLEN MILLS, PA. 19342
(610) 655-7250

CONDITIONAL USE PLAN FOR
MILFORD WAREHOUSE FACILITY
CONDITIONAL USE PLAN

JOB NO. 218686
APRIL 29, 2022
REVISED JULY 1, 2022
SHEET 1 OF 5



LOCATION MAP

SCALE: 1"=2000'
SOURCE: MILFORD PA USGS QUAD MAP

SITE DATA:

EXISTING OWNER:	MILPROP ASSOC. II, LIMITED
ADDRESS:	1306 MILLER ST NE APT A, PALM BAY, FL 32905
APPLICANT/EQUITABLE OWNER:	NATIONAL LAND DEVELOPERS, LLC
ADDRESS:	1010 WILSON AVENUE, GLEN MILLS, PA 19342
PARCEL ID:	096.00-01-16
PARCEL AREA:	44.48 AC.
UTILITIES:	ON-LT
WATER:	ON-LT
SEWER:	ON-LT
USE:	WAREHOUSE IS A CONDITIONAL USE IN THE DD ZONING DISTRICT

GENERAL NOTES:

1. TOPOGRAPHIC AND BOUNDARY INFORMATION TAKEN FROM PIKE COUNTY GIS AND WWW.PASDA.PSU.EDU WEBSITE
2. FLOOD PLAIN INFORMATION TAKEN FROM FLOOD INSURANCE RATE MAP, PIKE COUNTY, PA PANEL 330 OF 530, MAP 42103C0330C, IN ZONE X, AREA OF MINIMAL FLOOD HAZARD.
3. THERE ARE WETLANDS ON THE PROPERTY PER A WETLAND REVIEW BY C&H ENVIRONMENTAL, INC. IN FEBRUARY 2022

LEGEND

ADJOINER LINE	---
EXISTING BOUNDARY	---
EXISTING BUILDINGS	---
EXISTING BUILDING SETBACK LINES	---
EXISTING CONTOUR	---
EXISTING INDEX CONTOUR	---
EXISTING EDGE OF PAVEMENT	---
EXISTING LEGAL RIGHT-OF-WAY	---
EXISTING TREELINE	---
EXISTING WETLANDS	---

Written dimensions shall have priority over scaled dimensions. All dimensions, elevations, locations, and conditions, shall be verified by the Contractor prior to construction and the Owner and LVL Engineering Group shall be notified of any discrepancies with the information shown on drawings.

Only those plans incorporating the raised or red ink professional seal shall be considered official and relied upon. All ideas, designs and arrangements presented herein were developed for use on, and in connection with the specific project being prepared for the Owner. These plans may not be reproduced or stored without the expressed written permission of LVL Engineering Group.

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REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION
07/1/22	REVISED ENTRANCE PER TRAFFIC CONSULTANT STUDY		

MILFORD DISTRIBUTION FACILITY
MILFORD TOWNSHIP
PIKE COUNTY, PA.

NATIONAL LAND DEVELOPERS, LLC
1010 WILSON AVENUE
GLEN MILLS, PA. 19342

0 40 80 160 240
SCALE : 1"= 80'

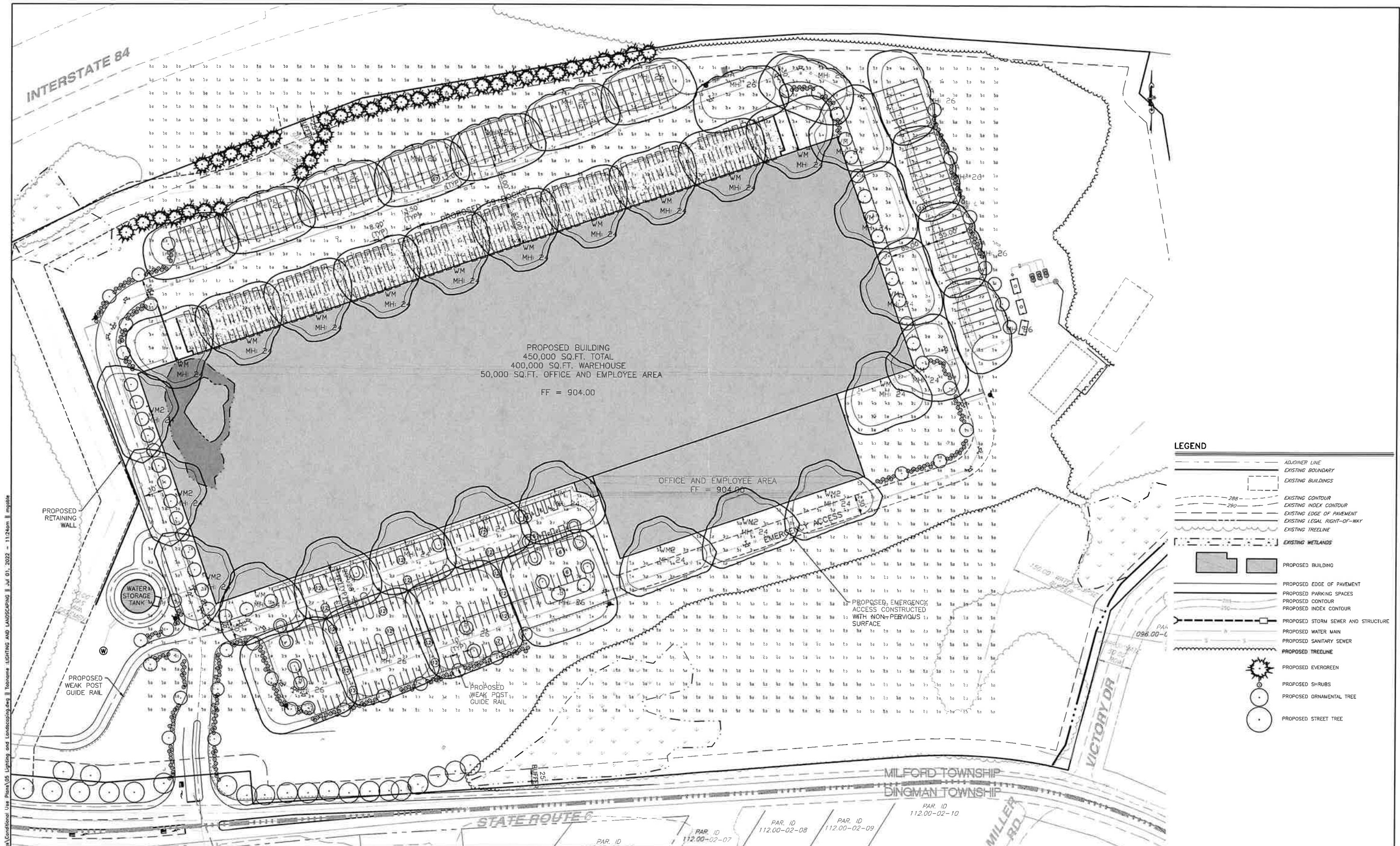
218686
ELH
CHECKED BY: KJR/MEG
SCALE: 1" = 80'
PLAN STATUS: CONDITIONAL

CONDITIONAL USE EXISTING FEATURES PLAN

DOYLESTOWN
(215) 345-9400
STROUBSBURG
(570) 629-0300
www.lvlengineers.com

BETHLEHEM
CORPORATE OFFICE
559 MAIN STREET, SUITE 230
BETHLEHEM, PA 18018
(610) 419-9407

SHEET
3 OF 5
DATE:
APRIL 29, 2022



LEGEND

- ADJOINER LINE
- EXISTING BOUNDARY
- EXISTING BUILDINGS
- EXISTING CONTOUR
- EXISTING INDEX CONTOUR
- EXISTING EDGE OF PAVEMENT
- EXISTING LEGAL RIGHT-OF-WAY
- EXISTING TREELINE
- EXISTING WETLANDS
- PROPOSED BUILDING
- PROPOSED EDGE OF PAVEMENT
- PROPOSED PARKING SPACES
- PROPOSED CONTOUR
- PROPOSED INDEX CONTOUR
- PROPOSED STORM SEWER AND STRUCTURE
- PROPOSED WATER MAIN
- PROPOSED SANITARY SEWER
- PROPOSED TREELINE
- PROPOSED EVERGREEN
- PROPOSED SHRUBS
- PROPOSED ORNAMENTAL TREE
- PROPOSED STREET TREE

Written dimensions shall have priority over scaled dimensions. All dimensions, elevations, locations, and conditions shall be verified by the Contractor prior to construction, and the Owner and LVL Engineering Group shall be notified of any discrepancies with the information shown on drawings.

Only those items incorporating the notes or not in professional and shall be considered official and relied upon. All details, drawings and arrangements presented herein were developed for use on, and in connection with the specified project being prepared for the Owner. These plans may not be reproduced or altered without the expressed written permission of LVL Engineering Group.

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REVISIONS		DATE		DESCRIPTION	
06/12/2022	REVISED	06/12/2022	REVISED	06/12/2022	REVISED

MILFORD DISTRIBUTION FACILITY
MILFORD TOWNSHIP
PIKE COUNTY, PA.

NATIONAL LAND DEVELOPERS, LLC
1010 WILSON AVENUE
GLEN MILLS, PA. 19342

0 30 60 120 180

SCALE: 1" = 60'

218686

DOYLESTOWN
(215) 345-9400

STROUDSBURG
(570) 629-0300

www.lvlengineers.com

CONDITIONAL USE LIGHTING AND LANDSCAPING PLAN

LVL
ENGINEERING GROUP

BETHLEHEM
CORPORATE OFFICE
559 MAIN STREET, SUITE 230
BETHLEHEM, PA 18018
(610) 419-9407

SHEET
5 of 5

MILFORD DISTRIBUTION FACILITY

APRIL 29, 2022

Exhibit A-8



Written dimensions shall have priority over scaled dimensions. All dimensions, elevations, locations, and conditions, shall be verified by the Contractor prior to construction, and the Owner and LVL Engineering Group shall be notified of any discrepancies with the information shown on drawings.

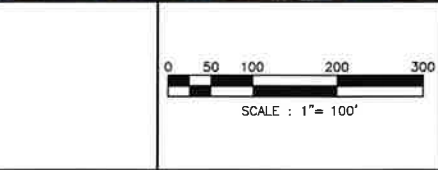
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REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION
07/01/22	REVISED ENTRANCE PER TRAFFIC CONSULTANT COMMENT		

MILFORD WAREHOUSE FACILITY
MILFORD TOWNSHIP
PIKE COUNTY, PA.

NATIONAL LAND DEVELOPERS, LLC
1010 WILSON AVENUE
GLEN MILLS, PA. 19342



JOB NO.: 218686
DRAWN BY: ELH
CHECKED BY: KJR/MED
SCALE: 1" = 100'
PLAN STATUS: SKETCH

2024 AERIAL MAPPING

DOYLESTOWN
(215) 345-9400
STROUDSBURG
(570) 629-0300
www.lvlengineers.com

LVL
ENGINEERING GROUP

BETHLEHEM
CORPORATE OFFICE
558 MAIN STREET, SUITE 230
BETHLEHEM, PA 18018
(610) 419-9407

SHEET
6 OF 6
DATE
MAY 12, 2022

MILFORD WAREHOUSE FACILITY

Exhibit A-9

SITE DATA:

EXISTING OWNER: MILPROP ASSOC. II, LIMITED
ADDRESS: 1306 MILLER ST NE APT A, PALM BAY, FL 32905

APPLICANT/EQUITABLE
OWNER: NATIONAL LAND DEVELOPERS, LLC
ADDRESS: 1010 WILSON AVENUE, GLEN MILLS, PA. 19342

PARCEL ID: 096.00-01-16
PARCEL AREA: 44.48 AC.

UTILITIES:
WATER: ON-LOT
SEWER: ON-LOT

USE: WAREHOUSE IS A CONDITIONAL USE IN THE DD
ZONING DISTRICT

GENERAL NOTES:

1. TOPOGRAPHIC AND BOUNDARY INFORMATION TAKEN FROM PIKE COUNTY GIS AND WWW.PASDA.PSU.EDU WEBSITE
2. FLOOD PLAIN INFORMATION TAKEN FROM FLOOD INSURANCE RATE MAP, PIKE COUNTY, PA PANEL 330 OF 530, MAP 42103C0330C, IN ZONE X, AREA OF MINIMAL FLOOD HAZARD.
3. THERE ARE WETLANDS ON THE PROPERTY PER A WETLAND REVIEW BY C&H ENVIRONMENTAL, INC. IN FEBRUARY 2022 AND JUNE OF 2022.

ZONING DATA:

ZONING DISTRICT: DD - DEVELOPMENT DISTRICT

EXISTING USE: COMMERCIAL USE
PROPOSED USE: WAREHOUSE

DD DISTRICT

	<u>REQUIRED/PERMITTED</u>	<u>PROVIDED</u>
MIN. LOT AREA:	1 ACRES	44.48 AC
MIN. LOT WIDTH:	150 FT.	1,800± FT.
MAX. LOT COVERAGE: SECTION 414.4 NON-RESIDENTIAL LOT COVERAGE	65%	42.4% (821,219 SF) PR 14.4% (278,269 SF) EX
MAX. BLDG. COVERAGE:	25%	23.22 (450,000 SF) PR 0.3 % (4,958 SF) EX
MIN. YARD SETBACKS SECTION 414.4 NON-RESIDENTIAL LOT YARD	100 FT.	253.02' PR 22.45' EX
BUILDING HEIGHT:	45 FT.	<45 FT.

PARKING REQUIREMENTS:

REFERENCE 4TH EDITION PARKING GENERATION FOR INDUSTRY
STANDARDS
HANDBOOK AVERAGE PEAK PERIOD
0.51 VEHICLES/1,000 SQ.FT. GROSS FLOOR
230 SPACES REQUIRED
PROVIDED SPACES:
233 SPACES PROVIDED
RESERVED PARKING SPACES IN LIEU OF
ADDITIONAL TRAILER PARKING 66 SPACES
INDUSTRIAL USE IN ZONING ORDINANCE*
1 SPACE PER 400 SQ.FT. GROSS AREA (MANUFACTURING
USE)
450,000/400 = 1125 SPACES REQUIRED
* NOT APPLICABLE FOR WAREHOUSE USE

Exhibit A-10

Rutgers University since July 1, 1968

Assistant Professor of Botany, 1968-1971

Associate Professor of Botany, 1971- present

Chairman, 1972-1978

Education

Washington State University, 1964-1968, Ph.D. work and doctoral degree in Botany (Ecology, under

Professor Rexford Daubenmire (with a Soils Minor)

Whittier College, 1960-1964, B.A., Biology

Professional and Association Memberships (partial list of memberships since 1968)

American Assoc. for the Advancement of Science

AIBS

Assoc. of Ground Water Scientists and Engineers, NWWA

Botanical Society of America

Ecological Society of America

New Jersey Academy of Science

Northwest Scientific Association

American Fern Society

SETAC

Sigma Xi

The Explorers Club (Nominated and then elected in as a Fellow)

Torrey Botanical Club

Recent Work

some in progress – hundreds of wetland studies and permit related jobs for major companies including Garden Homes, EIP, LTS (Larry T. Simon and now successor operations), RGB Homes, DEPG-Legend Properties, PAER Ahnert, Tryko Partners, Stroudsburg Pocono Airport (Airport), Pocono Raceway, projects referred by Chant Realty, dozens of attorneys, and many others. In the last 10 years there has been several hundred individual wetland jobs in New Jersey, New York, and Pennsylvania. I have worked continuously on wetland research and development projects in these three states since 1968. The private enterprise consulting work began in 1976 and has never stopped. *It is fair to say that within the region, no one person has studied a greater number of wetlands or obtained more government approvals. Proudly, I have done extensive work to preserve important areas as well.*

2021-in progress - *Atlas of Alaskan Pacific Wetlands* (to show locations and detailed data for a series of baseline study sites going back to 1965 for the purpose of allowing scientists to investigate current conditions and comparisons with earlier times. The data base is said to be the largest of its kind and may allow for geophysical and earth warming studies with detail not otherwise available anywhere else. Sister work is underway regarding a study wherein significant differences over time have already been studied by me and relate to questionable development of certain wetland areas in Juneau. The original work was funded by the Alaska Department of Fish and Game and support renewed in 2001-2002.

2019 *PCBs in the Port Area of New Jersey* (aiming toward a publication about the effectiveness of meadow mat in protecting groundwater below highly contaminated areas.

Continuing Continuous studies about Eastern US wetlands and contaminated sites since 1968

2010-present Wetland evaluation of contaminated areas, Port of Newark

2008-2019 Environmental development in urban landscapes 2008-2019

2007-2008 Dewpoint and plant succession on rock

2007-2008 Natural protection of *Tsuga canadensis* seedling and saplings a study of natural reproduction

2007-2008 Habitat classification in NW New Jersey

2002-2003 Juneau Tidelands Interim Report – included production of a web site (May 2002)

2001-2002 Juneau Tidelands – Research Grant from Alaska Department of Fish & Game (wetlands)

- 2001 Professional Lecture and Field Visitation: *Passing Time – a baseline evaluation of the Juneau Tidelands (1967-2001)* – Invited Address, Alaska Department of Fish and Game
- 1999-2002 Bog Turtle habitat studies – private support (additional work in NY 2016-2018)

Significant Service and Noteworthy Awards, Citations, etc.

- 2019- Present Co-Vice Chair of the Chairman's Council, American Ballet Theatre, America's National Ballet Company.
- 2019-2020 Board Member, Stone Soup (a music performance group and charity)
- 2019-2020 Co-organized the development of a ballet studio at Centenary College that was the home of a famous ballet coach/ballet mistress, Luba Gulyaeva.
- 2019 Assisted in the development of a non-profit to provide school funds for Haitian children in Haiti.
- 2018-2019 Assisted Centenary University in the development of a baseball stadium that can be used by the University and the public; my part was enlisting public support; my wife and I provided a lead financial gift that enabled the University to obtain a larger grant from Major League Baseball. We are honored with a plaque at the entrance to the stadium.
- 2016-2018 Trustee, New Jersey Civic Youth Ballet and Director of Major Giving
- 2010-2017 Trustee, Friends of Waterloo Village
- 2006-2015 Board Member, Deer Path Montessori School
- 2006-2009 Reappointed to the Women in Science independent grant reviewer
- 2004 Women in Science independent grant reviewer
- 2003-2006 Whittier College & Law School Board of Trustees
- 2001-2002 Grant – State of Alaska, Natl. Marine Fisheries, & Juneau – Wetland Tidelands Studies
- 1999 Over Thirty Years of Vegetation Change on the Copper River Delta, Alaska
- Invited address, Copper River Delta Symposium
- 1994-2000 Member of the Board of Trustees of Whittier College
- 1994 Wetland Research support by U.S.F.S. for work on the Copper River Delta, Alaska
- 1993-94 Rutgers University Faculty Academic Study Program Award
- 1993-96 Education Task Force, Chairman, Republican Party, State of New Jersey
- 1993-96 Environment Advisory Task Force, member (State of New Jersey, ISRA)
- 1993 Appointed to Transition Team to NJDEPE by Gov.-elect Christy Whitman
- 1991-94 Member of the Board of Trustees of Whittier College
- 1989 The Native Plant Society of New Jersey award “in recognition of excellence in the use of native plants” (wetlands & water quality treatment)
- 1988-91 Member, Board of Trustees of Whittier College
- 1986 Named as one of the “100 Outstanding Graduates” of Whittier College
- 1985 Two Decades of Change on the Copper River Delta, Alaska (wetlands)
- Invited address, British Museum of Natural History (wetlands)
- 1984 Selection to the National Explorers Museum
- 1983-84 Rutgers University Faculty Academic Study Program Award
- 1981 Tansley Award (Ecologist of the Year), Upper Rockaway River Watershed Association
- 1981 Certificate of Merit (Environmental re innovative waste management), Warren County Board of Chosen Freeholders
- 1981 Alaska Pacific Wetlands. Invited address, British Museum of Natural History, London.
- 1981 Alaska Pacific Wetlands. Invited address, Bedford College, University of London
- 1979 Keynote Speaker, Annual Meeting of the Northwest Scientific Association
- 1978 Elected a Fellow of the Explorers Club (12/78)
- 1978 Keynote Speaker, National Wetlands Symposium (11/78)
- 1978 Alaska salt marshes. Invited address, Cambridge University, England
- 1978 Member, National Wetlands Technical Council, Panel on Productivity
- 1977 Innovative Programming Award, North American Assn. of Summer Sessions
- 1976-77 Rutgers University Faculty Academic Study Program Award
- 1976- Who's Who in the East, citation
- 1971- American Men and Women of Science, citation

1969-1970 Jersey City Police and Mayor's Office - Ecologic control of urban *Cannabis sativa*
Publications and Professional Contributions - Critically Reviewed or Screened - The list is lengthy, but the most important include:

Kraus, Mark L. and John H. Crow (1986). The excretion of heavy metals by the saltmarsh cordgrass *Spartina alterniflora* and *Spartina*'s role in mercury cycling. Marine Environmental Research 20: 307-316.

Kraus, Mark L. and John H. Crow. 1985. Substrate characteristics associated with the distribution of the ribbed mussel *Geukensia demissa* (*Modiolus demissus*) on a tidal creek bank in southern New Jersey. Estuaries 8(2B): 237-243.

Otto, Elizabeth, Crow, John H., and Edward G. Kirby. 1984. Effects of acidic growth conditions on spore germination and reproductive development in *Dryopteris marginalis* (L.). Canadian Journal of Botany, 6 p.

Crow, John H. and Keith B. Macdonald. 1979. Wetlands values: secondary production. In: Wetland Functions and Values: The State of our Understanding. Greeson, et al., eds. American Water Resources Assn., Minneapolis, Minn. pp. 146-161.

Crow, John H. 1979. Distribution and ecological characteristics of *Zannichellia palustris* L. along the Alaska Pacific coast. Bulletin of the Torrey Botanical Club 106(4): 346-349.

_____. 1978. Food habits of ducks in Kachemak Bay, Alaska. Alaska Dept. of Fish and Game, Anchorage, Alaska. 30 p.

_____. 1978. Food habits of four bivalves in Kachemak Bay, Alaska. Alaska Dept. of Fish, Anchorage, Alaska. 36 p.

_____. 1978. Food habits of Littleneck Clams in Kachemak Bay, Alaska. Alaska Dept. of Fish and Game, Anchorage Alaska. 15 p.

_____. 1978. Food habits of Pacific Herring in Kachemak Bay, Alaska. Alaska Dept. of Fish and Game, Anchorage, Alaska. 14 p.

_____. 1978. Food habits of post-larval King Crab in Kachemak Bay, Alaska. Alaska Dept. of Fish and Game, Anchorage, Alaska. 14 p.

Koppen, John D. and John H. Crow. 1978. Some midsummer diatom assemblages along the saline gradient of a small coastal stream in Kachemak Bay, Alaska. Botanica Marina, Vol. XXI: 199-206.

Crow, John H. and John D. Koppen. 1977. The salt marsh vegetation of China Poot Bay, Alaska. In: Environmental Studies of Kachemak Bay and Lower Cook Inlet. Edited by Lance Trasky, et al. Alaska Dept. of Fish and Game, Juneau, Alaska. Vol. 11: 716-744.

_____. 1977. The salt marsh vegetation of China Poot Bay, Alaska. In: Environmental Studies of Kachemak Bay and Lower Cook Inlet. Revised, abbreviated edition (this article was included without revision from the earlier edition). Edited by Lance Trasky, et. al. Alaska Dept. of Fish and Game, Anchorage, Alaska. Vol. X. 29 p.

Crow, John H. 1977. Salt marshes of the Alaska Pacific Coast. In: Terrestrial and Aquatic Ecological Studies of the Northwest. Edited by Rollin D. Andrews III, et al. Ecological Society of America and the Northwest Scientific Association. EWSC Press, Cheney, Washington. pp. 103-110.

_____. 1977. Salt marshes of Port Valdez, Alaska, and vicinity: a baseline study. U.S. Dept. of the Interior. 113 p.

_____. 1977. Food habits of shrimp in Kachemak Bay, Alaska. In: Environmental Studies of Kachemak Bay and Lower Cook Inlet. Edited by Lance Trasky, et al. Alaska Dept. of Fish and Game, Juneau, Alaska. Vol. II: 378-431 and Vol. III: 53-59.

_____. 1977. Food habits of shrimp in Kachemak Bay, Alaska. In: Environmental Studies of Kachemak Bay and Lower Cook Inlet. Revised, abbreviated edition. Edited by Lance Trasky, et al. Alaska Dept. of Fish and Game, Anchorage, Alaska. Vol. VI. 33 p.

_____. 1977. Food habits of Butter Clams in Kachemak Bay, Alaska. Alaska Dept. of Fish and Game, Anchorage, Alaska. 13 p.

_____. 1977. Food habits of crabs in Kachemak Bay, Alaska. Alaska Dept. of Fish and Game, Anchorage, Alaska. 26 p.

_____. 1976. Port Valdez, Alaska, and vicinity: a vegetation portfolio. U.S. Dept. of the Interior. 20 p.

_____. 1976. Port Valdez, Alaska, and vicinity: a baseline study. U.S. Dept. of the Interior. 78p.

_____. 1976. Salt marshes of Kachemak Bay. U.S. Dept. of the Interior. 29 p.

_____. 1971. Earthquake-initiated changes in the nesting habitat of the dusky Canada goose. In: The Great Alaska Earthquake of 1964: Biology. ISBN 0-309-01604-5. National Academy of Sciences, Washington, D.C. Publ. 1604:130-136.

_____. 1968. Some effects of the March 27, 1964, earthquake on the ecology of the Copper River Delta, Alaska. Waterfowl Report, Alaska Dept. of Fish and Game, Juneau, Alaska, by Shepherd, P.E.K., Hilliker, B.L., and J. H. Crow. 9:24-34.

Shepherd, Peter E.K., Hilliker, Ben L., and John H. Crow. 1968. Waterfowl Report. Alaska Dept. of Fish and Game, Juneau, Alaska. Vol. 9. 39 pp.

Other Publications and Public Reports (selected - important with respect to regional and national environmental issues)

Crow, John H. 1992. Montville Township, New Jersey, Natural Resources Inventory, Ten Year Update. Montville Township Environmental Commission, Montville, N.J.

_____. 1992. Greenway Feasibility Report, prepared for the Montville Township Environmental Commission, Montville, N.J.

_____. 1982. Warren County Septage and Sludge Management Plan. Warren County Board of Chosen Freeholders, Belvidere, N.J. 7 p.

_____. 1981. Warren County Solid Waste Management Plan 1980: Modifications 1981. Warren County Board of Chosen Freeholders, Belvidere, N.J. 73 p.

_____. 1981. Montville Township, New Jersey, Natural Resources Inventory. Montville Township Environmental Commission, Montville, N.J. 130 p.

_____. 1980. Warren County Solid Waste Management Plan. Warren County Board of Chosen Freeholders, Belvidere, N.J. 145 p.

_____. 1978. Oil spill hazards and the salt marshes of Port Valdez, Alaska, and vicinity. AAAS Meetings, Washington, D.C. Abstract 215. [note, this was long before the Valdez spill]

Professional Lectures and Presentations (selected)

Crow, John H. 2000. Invited Keynote - Copper River Delta Wetland Succession, Cordova, Alaska

Crow, John H. 2002. Changes in the plant ecology of the Juneau Tidelands since 1967.

Crow, John H. 1989. New Jersey Freshwater Wetlands Protection Act. Presentation to Essex County Bar Association.

Crow, John H. and R. Bartalone. 1989. Wetland construction along Malapardis Brook, New Jersey. Presentation to The Native Plant Society of New Jersey. (An Award was given for the work.)

_____. 1985. Risk assessment associated with landfills and contaminated sites. Invited address, American Society of Civil Engineers, Philadelphia Chapter.

Kraus, Mark L. and John H. Crow. 1985. The excretion of mercury through the salt glands of the saltmarsh cordgrass *Spartina alternifolia*. Soc. of Toxicology and Environmental Chemistry (SETAC).

Crow, John H. 1985. Two decades of change of the Copper River Delta, Alaska. British Museum of Natural History.

_____. 1984. Two decades of change on the Copper River Delta, Alaska. Invited address, Whittier College, Whittier, California.

Kraus, Mark L., Weis, P., Weis, J.S. and J. H. Crow. 1984. Differences in mercury tolerance between two populations of the grass shrimp (*Palaemonetes pugio*). Soc. of Toxicology and Environmental Chemistry (SETAC).

Crow, John H. 1982. Resource Recovery Financing/NJDEP Meetings (Participant). Allaire State Park, New Jersey.

_____. 1982. "Hail, the conquering spring!" Invited address, The Newark Museum. Newark, New Jersey.

_____. 1981. NSWMA Meetings (Participant). Boston, Mass.

_____. 1981. Alaska Pacific Wetlands. Invited address, British Museum of Natural History. London, England.

_____. 1981. Alaska Pacific Wetlands. Invited address, Bedford College, University of London.

Kraus, Mark L. and Dr. John H. Crow. 1981. Ecological relationships of the ribbed mussel *Geukensia demissa* (*Modiolus demissus*) and the plants and soils of a tidal creek bank in southern New Jersey. AIBS-ESA Meetings.

_____. 1981. Substrate preferences of the ribbed mussel *Geukensia demissa* (*Modiolus demissus*) on a tidal creek bank in southern New Jersey. New Jersey Academy of Science Meeting.

_____. 1981. Some ecologic relationships between the ribbed mussel *Geukensia demissa* (*Modiolus demissus*), *Spartina alterniflora*, *Fucus vesiculosus*, and the soils of a tidal creek bank in southern New Jersey. AAAS Meetings, Toronto.

Crow, John H. and Stephen E. Fauer. 1980. Ecology of *Puccinellia hultenii* in the salt marshes of Kachemak Bay, Alaska. AAAS Pacific Division Meeting.

Crow, John H. and A. Jaworski. 1980. Natural vegetation of a cranberry bog in Ocean County, New Jersey. New Jersey Academy of Science Meeting.

Crow, John H. 1979. Prediction of plant succession on the Copper River Delta, Alaska. Ecological Society of America-AIBS Meetings.

_____. 1979. Salt marsh vegetation of Kachemak Bay, Cook Inlet, Alaska. Northwest Scientific Association Meeting.

_____. 1979. Wetlands values: facts versus fiction. Keynote speaker, Northwest Scientific Association Meeting.

_____. 1978. Alaska salt marshes. Invited address, Cambridge University, England.

_____. 1978. Oil spill hazards and the salt marshes of Port Valdez, Alaska, and vicinity. AAAS Meetings, Washington, D.C.

Crow, John H. and John D. Koppen. 1978. The salt marshes of Kachemak Bay, Alaska. New Jersey Academy of Science Annual Meeting.

Crow, John H. and Keith B. Macdonald. 1978. Secondary productivity in wetlands. Invited address, Symposium on Wetlands, National Wetlands Technical Council with the American Water Resources Association. Orlando, Florida.

Crow, John H., Koppen, John D., and Thomas Glenn. 1978. Marsh, mudflat, and freshwater diatoms in Butter Clams from Kachemak Bay, Alaska. New Jersey Academy of Science Annual Meeting.

Glenn, Thomas, Crow, John H., and John D. Koppen. 1978. Marsh, mudflat, and freshwater diatoms in marine animals from Kachemak Bay, Alaska. AAAS Meetings, Washington, D.C.

Crow, John H. 1976. Salt marshes of the Alaska Pacific coast. Symposium on Terrestrial and Aquatic Studies of the Northwest. Ecological Society of America and the Northwest Scientific Association.

Tice, Patricia A. and John H. Crow. 1976. Vegetation types of the Morris Highlands, New Jersey. New Jersey of Science Annual Meeting.

Crow, John H. 1975. Common features of Alaska salt marshes. Invited seminar, Iowa State University, Ames, Iowa.

_____. 1975. Salt marsh zonation and Alaska marshes. Invited public lecture, University of Minnesota, Minneapolis, Minn.

_____. 1975. Valdez salt marshes. Invited seminar, U.S. Dept. of the Interior, Anchorage, Alaska.

_____. 1975. Alaska salt marshes. Invited seminar, Whittier College, Whittier, Calif.

_____. 1975. Salt marshes along the Pacific coast of Alaska. Invited seminar, U.S. Dept. of the Interior, Washington, D.C.

_____ 1975. Draft study plan special conference, environmental assessment of the Gulf of Alaska, southeastern Bering and Beaufort Seas. Invited participant and panelist. U.S. Depts. of Interior and Commerce, Anchorage, Alaska.

_____ 1974. Salt marsh zonation phenomena. Invited seminar, State Univ. of New York, Stony Brook, N.Y.

_____ 1972. Salt marshes of Alaska and ecologic concepts. Invited seminar, Graduate Biology Program, Seton Hall Univ., South Orange, N.J.

_____ 1972. Salt marsh zonation phenomenon: data interpretation and manipulation. Invited seminar, Ecology Graduate Program, Rutgers Univ., New Brunswick, N.J.

_____ 1971. Environmental perspective. Invited public lecture. Monmouth County Park Commission, Monmouth County, N.J.

_____ 1971. Ecological characteristics of Alaskan Pacific coastal salt marshes. Invited address, Torrey Botanical Club, The New York Botanical Garden, Bronx, N.Y.

_____ 1970. Responsibility of science to the environment. Invited speaker and panelist. College Editor's Conference, U.S. Press Assoc.

_____ 1969. Plant ecology of the Copper River Delta, Alaska. Invited seminar, Ecology Graduate Program, Rutgers Univ., New Brunswick, N.J.

_____ 1969. Earthquake-initiated changes in the nesting habitat of the dusky Canada goose. XI International Botanical Congress, Seattle, Wash.

_____ 1968. Plant ecology of the Copper River Delta, Alaska. Northwest Scientific Assn. Meetings.

* * * * *

* A field research return expedition was planned and postponed for the Copper River Delta and Juneau Tidelands, both in Alaska due to the Covid virus.

* * * * *

Exhibit A-11

Milford Distribution Center

Natural Resources and Surroundings Report

June 2022

by C&H Environmental, Inc



C&H Environmental, Inc.
224 Stiger West Street
P.O. Box 188
Hackettstown, NJ 07840

Wetlands, Water, Soil, & Regulation

John H. Crow, Ph.D., President
Timir B. Hore, Ph.D., CPG, V.P.
908-619-1602 (JHC cell)
908-852-4855 (phone)
908-852-5275 (fax)
drjhcrow@icloud.com

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Milford Distribution Center

Natural Resources and Surroundings Report

June 2022

Introduction

The subject Site rests in Milford Township at the SE area more or less at the intersection of Interstate 84 and US Highway Route 6, Figures 1 and 2. Present business on the Site appears limited to a storage shed sales and fabrication business. Limited truck parking is also available on site. Other illustrations and photographs aid in understanding the site and are included with text and at the end of this report.

Figure 1. USGS map showing the location of Milford and the subject Site

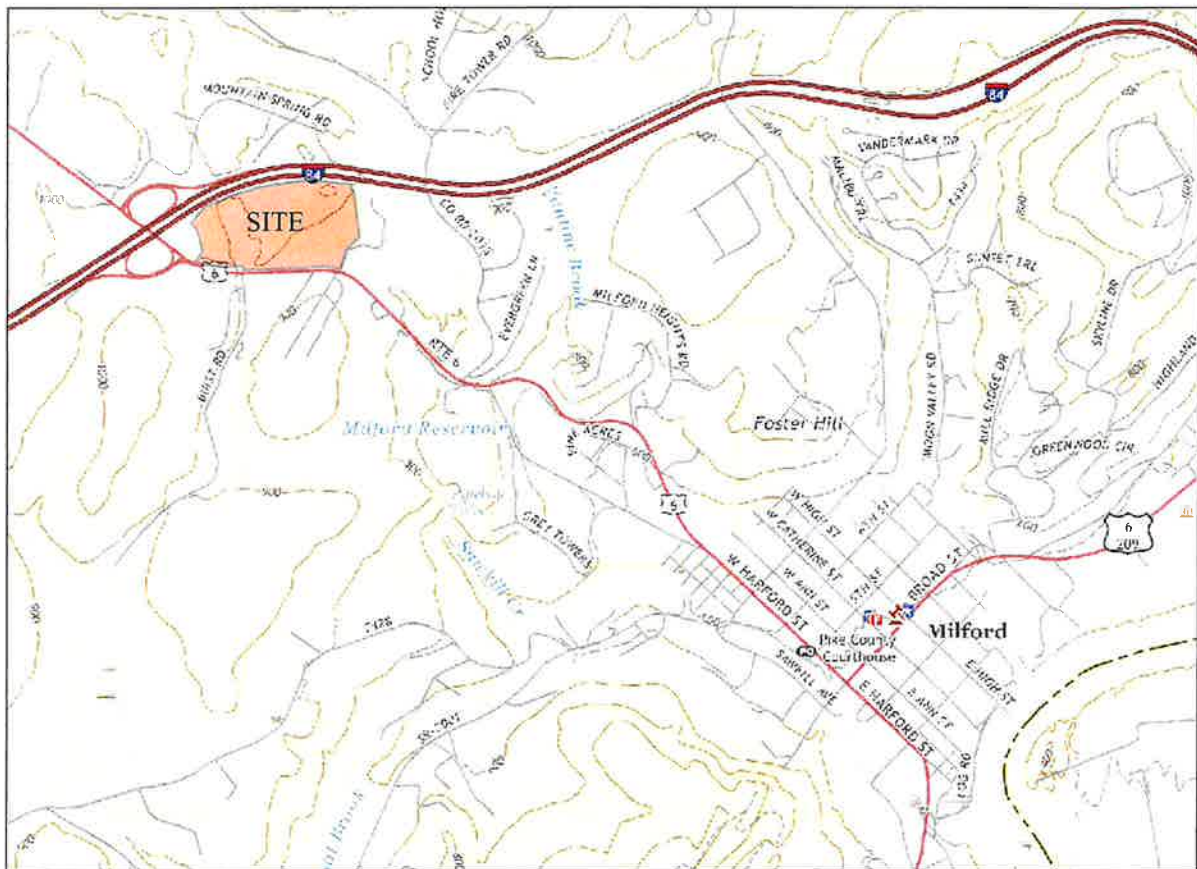




Figure 2. Local setting and surroundings

Several businesses and facilities are operating near the Site (Figure 2, above). Immediately adjacent, and a bit closer to the intersection is a small office building and unrelated businesses including U-Haul rental. In the Easterly intersection area is a large highway maintenance and salt center (North is toward the top of the page). Directly across Route 6 is roadway to apartments, a nearby gas station with a small convenience store, and adjacent to the gas station and then to the East is a motel and restaurant; Miller Road, with residential development is just down gradient from those developments that occupy the Southerly region of the general intersection area. Across Interstate 84 to the North are homes and an automotive business.i. A gas station with a convenience store is near the Westerly corner of the intersection and beyond are large lot residential lots. At the base of the subject site is Victory Drive that runs to a small business center and a residence.

In this region of the watershed, Route 6 runs very near Sawkill Creek. Business lots, exemplified by Atlas Arsenal, back up to the Creek along Route 6; below, the Creek passes under Route 6 on the way to Milford where all manner of developments parallel or drain toward the creek in a variety of ways. The subject site itself occupies a very small part of the overall watershed that is, in general, well developed along its route to Milford.

Note that there are no surface or subsurface tanks on the subject site or any other known activities that might pose a measurable threat to the aquifer or Creek integrity. This statement would not be true for all of the other developments that potentially impact the Creek and aquifer.

History (see “Topography” for additional details)

At one time, of course, everything on site and nearby was wooded. Route 6 was developed before aerial photography was available for the region and we have seen no detailed records of construction along the site, but by inference and evident geology, soil and rock were cut out of the site immediately adjacent to the site. Most likely the cut material was used in the construction of Route 6. This left a steep bank and a low, ponded area where the excavation actually cut into the surface of the water table; the rest, further west, left a rocky surface. At present a small roadside pipe runs into the pond. Roadside runoff also contributes. The upper part of the site was originally a gently rise to the area near Route 84.

Clearly farming was practiced on site and at one time extended across what cut the lands in half, Interstate 84, Figure 3. The development of the Interstate is shown in the aerial photo record. Once the Interstate construction began, in the late 1960's (Figure 4), continuous access to all the farmland was impossible and the farming activity dissolved thereafter.

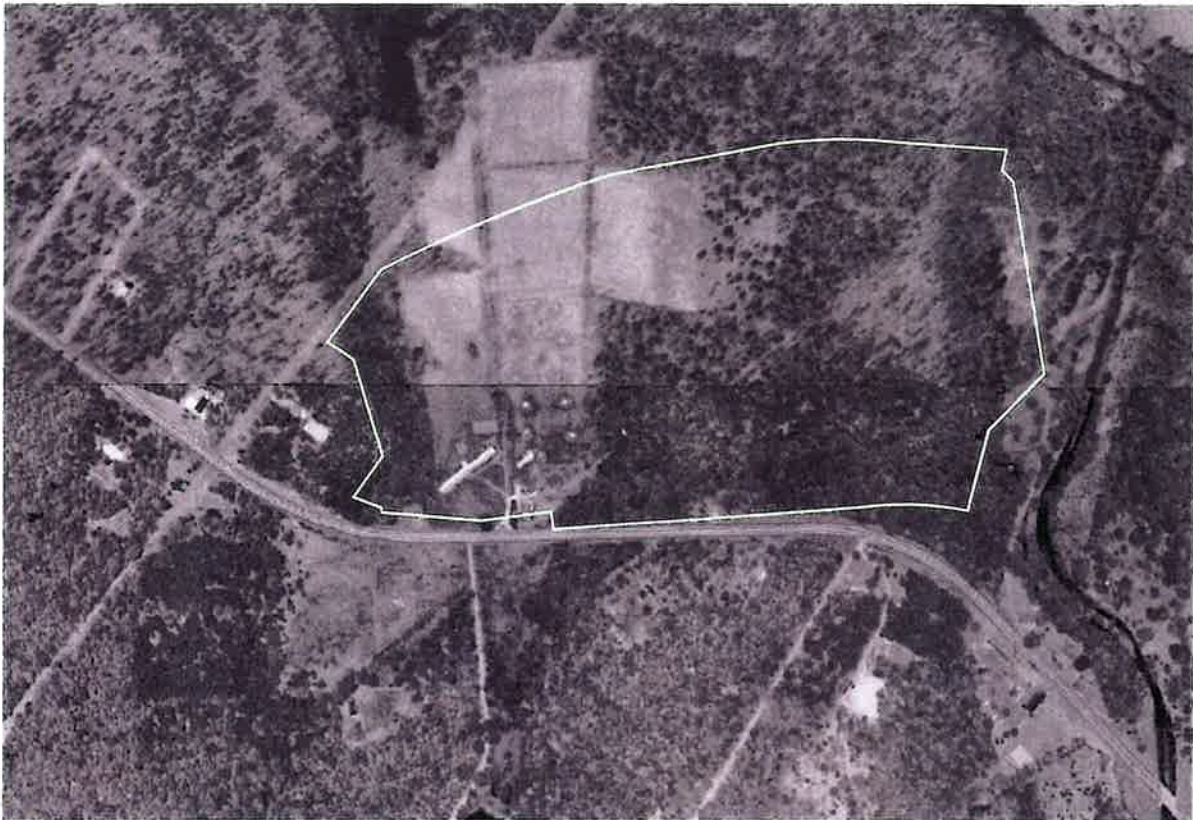


Figure 3. 1963 aerial photo with Site boundary.



Figure 4. 1969 aerial photo with Site boundary showing Interstate 84 construction across the farmland of the property.



Figure 5. 2019 aerial photo with Site boundary showing the interstate and development.

What remains of the site (Figure 5, above) is a significant mass of forest, an area that is more or less cleared, a man-made pond within that developed area, a pipeline that runs across the property, the man-made excavation pond along Route 6 and another small man-made wetland feature (not quite a pond) at the base of the property at Victory Drive. Road runoff runs along Victory Drive on the subject property as a ditch-like feature. At the top (westerly end) of the site, uncontrolled runoff and ditches of convenience has produces narrow roadside ditches that run water onto and off the site. The man-made pond in the cleared area is isolated. The purpose of the pond was definitely for control of runoff going way back to the farm days and possibly also for irrigation and fire fighting if needed. Ordinary runoff is blocked by a combination of natural slopes, grading, and the two prominent roadways. It is likely that the farming activities also limited the runoff options and the pond was a practical option after construction of US Route 6 long ago. The pond is shown in the cropped aerial collection below, Figure 6, and in a winter view on the following page (Figure 7).

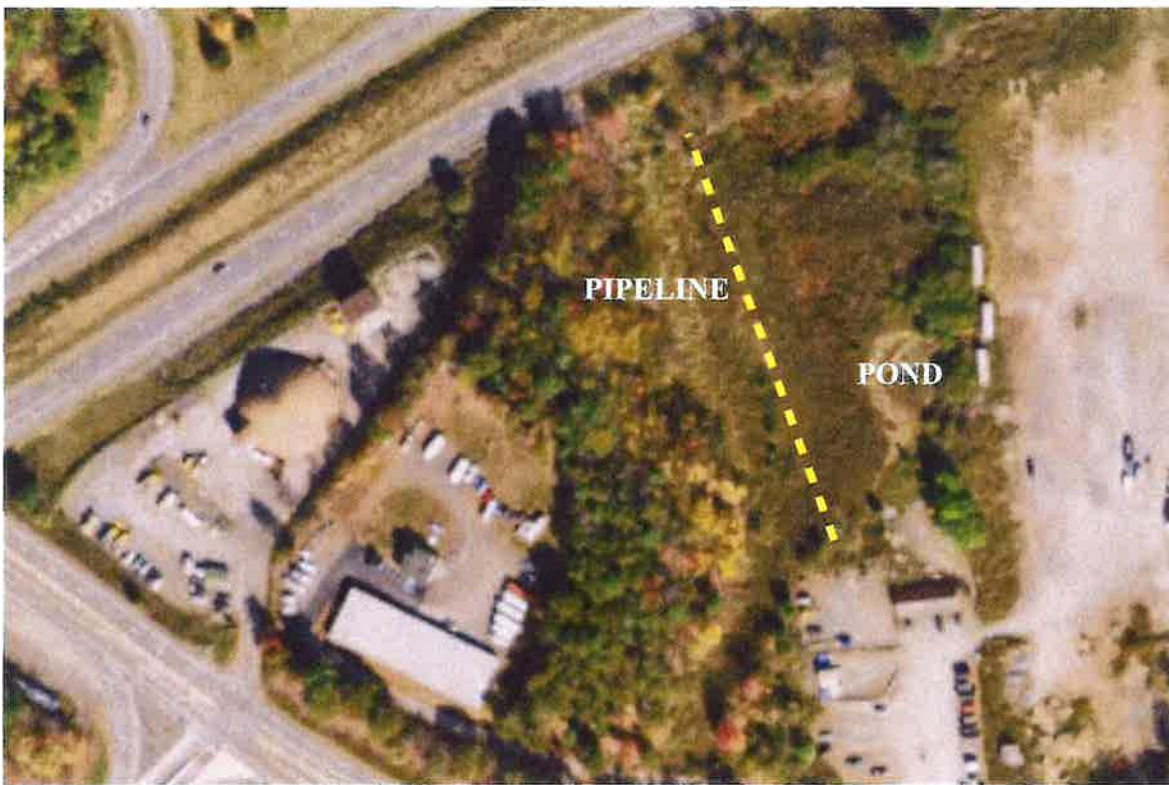


Figure 6. 2019 aerial photo showing the location of the man-made pond in land that was excavated and flattened long ago, most likely for construction of Route 6. This part of the property is lower than the land to the east and west. The gas pipeline is shown approximately.



Figure 7. 2022 winter view of the pond.

Topography

The topography has a lot to do with the site because of topographic limitations to development and how the roadways interact with the topography, Figure 8. Both highways occupy generally higher ground overall than the immediately adjacent Site's land at most locations. Surface drainage is therefor directed toward the Site along the Site's east-west boundaries. In some areas roadway runoff flows directly onto the property (Figure 9) or is piped there (Figure 10).

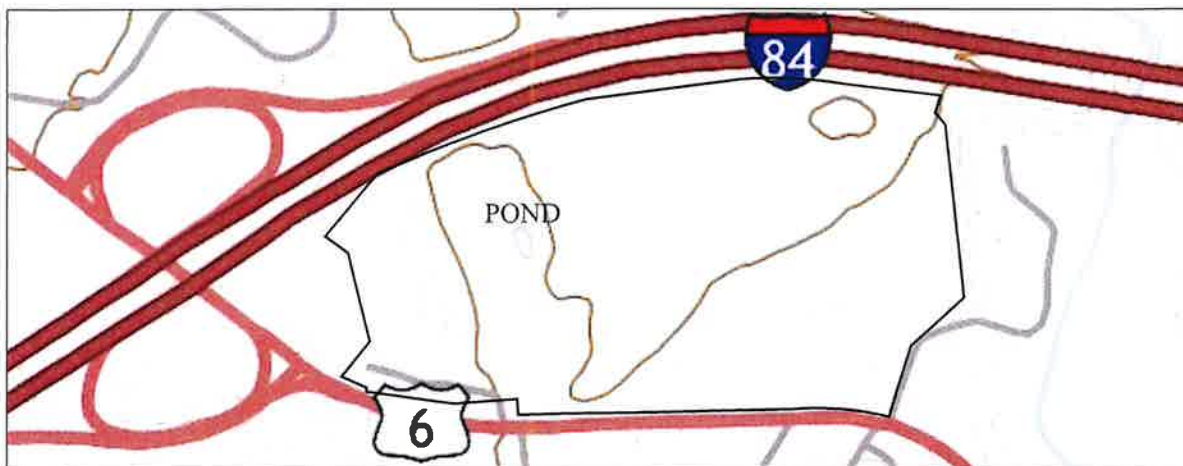


Figure 8. Site on 2019 Milford USGS Quad topography.



Figure 9. Along Route 6 where roadway runoff flows directly onto the Site.



Figure 10 and enlargement showing a structure from which water flows onto the property at the roadside; notice the trash.

Nearly all of the southerly side of the property appears to have been excavated to a significant degree in most places. There is little doubt that the material was used to construct Route 6 as it exists today. The excavation was a massive alteration of the natural topography. At the detail of the USGS all the topographic changes do not show but they are completely evident on Site. For example, East of the pond, Figure 6, the land rises sharply but the feature is not evident on the USGS topo.

There are no streams on the property. Up gradient ditches associated with the road surfaces used to access lots on higher ground flow both on and off the subject property. Wetland plants dominate those ditches. Some of the ditch runoff water spreads as sheet flow over flatter land on site, some of it developed. On site the water flows as un-channeled, sheet flow, and over partially channeled routes toward the pond. Another part of the ditch runoff flows to the SW corner of the developed area near the entrance from Route 6 and then flows off site by way of a pipe directed beneath Route 6. In addition, up-gradient runoff also flows on site to an isolated ditch paralleling the gas pipeline; this ditch is just above the pipeline and is filled with Cattails (Figure 11 below and in Figure 6 on the aerial photo).



Figure 11. Cattail ditch up gradient from the gas pipeline; notice the steep, forested slope on the left (west); the lower elevation represents part of a tremendous cut made many years ago.

Topography, as found today, dictates the general nature of the biological resources of the subject Site. Forests dominate the well-drained uplands found where excavation and grading has not been profound and in some locations where the forest has recovered over a long enough period for trees to grow back. Flatter land is either in use for modest commerce or as a remnant of agriculture kept open for potential development. The transition from non-wetland to wetland corresponds exactly with the deep cut along Route 6 beginning a little east of the site entrance. From the ponded wetland going east along Route 6, the topsoil and uppermost subsoil was removed from the surface and is well drained and very rocky. There a non-wetland forest appears that is quite different in character from the other slopes with natural soils in place immediately to the North of the rocky area. The rocky swath continues Eastward toward Victory Drive where irregular piles of rock and soil remain. There a small depression at Victory Drive is wetland and a weakly ditched area edge along Victory Drive carries runoff from Route 6 for 100 feet or more that contributes water to the wetland depression. The wetness associated with Route 6 produces some minor sheet flow and soil wetness there as well. Figure 12 identifies all the major areas on the Site.

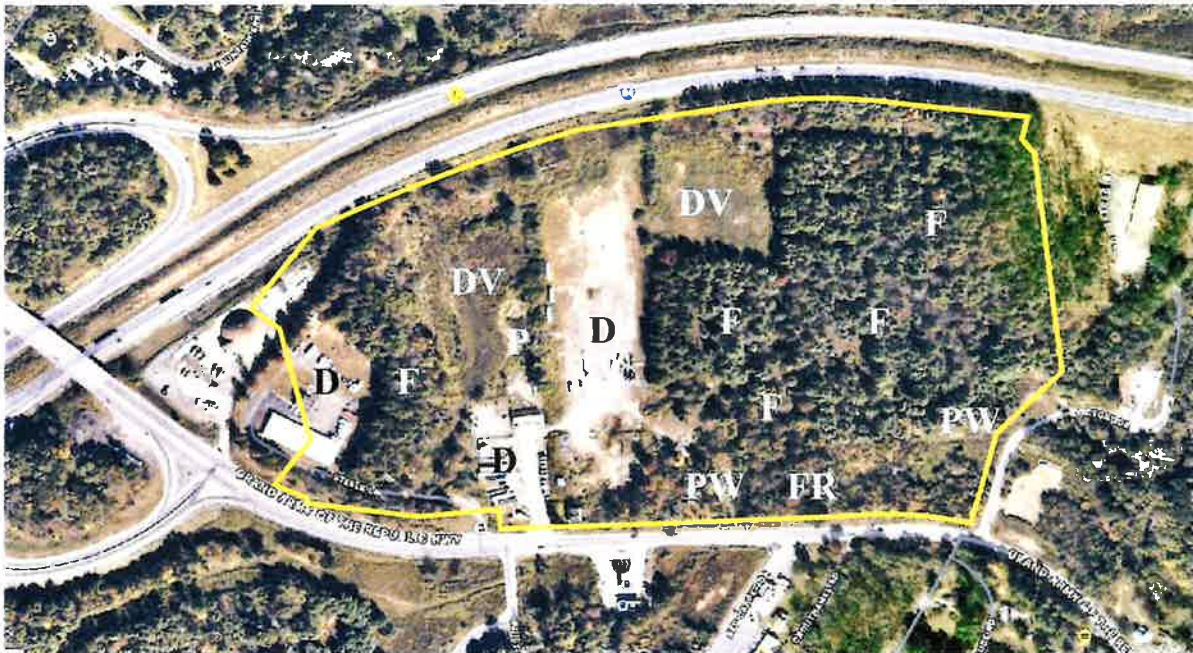


Figure 12. Key to the major areas on Site:

- D = Developed or cleared for development
- DV = Developed or cleared for development and vegetated with herbs and/or shrubs
- F = Forested
- FR = Forested - rocky 'soil'
- P = Ponded
- PW = Ponded swamp along Route 6 - small marsh at Victory Drive

Vegetation

Vegetation consists of collections of species. The site has a respectable list of species; however, many are not native and are extremely plentiful in areas that are disturbed. The principal vegetative cover types correspond with the overall representation of the site feature shown above in Figure 12. A fairly comprehensive list of species corresponding with areas on site follows in Appendix A. If needed at some point, the species can be arranged in community types but for now the species and vegetative cover by areas is most important for the site evaluation. inadequate grading.

Forest vegetation dominates the undeveloped portions of the site. All wetland features on site are the result of disturbances and none are of high quality or significant at all for the region. The old pond within developed area is best characterized by two species, cattail and duckweed (Figure 13). The pond is perennial and is not a meaningful attraction for any significant bird population that might benefit from ponds at this location.



Figure 13. Duckweed covers nearly all of the pond between cattail.

The disturbed areas collectively are dominated by weedy taxa for the most part. Even the trees such as Callery Pear, a near invasive, is one of the common species along the borders of the more open areas. Teasel, a pretty plant is very common outside of the wetlands beyond the pond. In wetland PW, invasive grasses and common shrubs dominate with some cover from native trees. A portion of that area is perennial because the excavation was down to groundwater. At Victory Drive, a roadside ditch, Figure 14, leads to the small wetland that formed within a minor depression left by grading.



Figure 14. This narrow roadside ditch runs along Victory Drive from Route 6 to a man-made depression that is now wetland; notice the shrubs, Skunk Cabbage, and emerging touch-me-not on the left.

Soils

The soils on site are not especially complex except for features that were modified by means of excavation and grading (technically, although usually named soil surveys, the material in excavated and graded are not actually soils, they may just be soil-like, and the names may be based on the soils that were removed or seem to include some original graded materials). Below is the soil map and table (Figure 15) from the Pike County Soil Survey. To a certain extent the mapping represents features that could have been found but the map is not the product of a detailed site specific study by government. Here, the only accurately mapped area is 89B within the forested area and possibly part of the 442C at the top of the slope. The rest of the map should just say "Urban Land" because of the excavations and grading history.



Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
9B	Craigsville-Wyoming complex, 0 to 8 percent slopes, extremely stony	4.2	6.9%
61B	Mardin stony loam, 0 to 8 percent slopes, extremely stony	1.3	2.1%
61C	Mardin stony loam, 8 to 15 percent slopes, extremely stony	0.9	1.4%
89B	Chenango gravelly fine sandy loam, 0 to 8 percent slopes	42.4	68.7%
89D	Chenango gravelly fine sandy loam, 15 to 25 percent slopes	2.5	4.1%
121D	Manlius-Amot-Rock outcrop complex, 15 to 30 percent slopes	1.4	2.3%
442C	Wyoming very cobbly sandy loam, 8 to 15 percent slopes	8.9	14.5%
Totals for Area of Interest		61.6	100.0%

Fauna

Many species of animals are found within Pike County. To date, only common birds and animals have been encountered on site. The available data does not list the site for birding or any other types of animals that might be special. Certainly, the site does not offer habitat for any of the exceptional species that is anymore inviting than the common woods, wetlands, or open waters that are more extensive elsewhere. Lists can be supplied upon request but will not add to the value of this report in a meaningful way.

Note that this author has experience within Pike County as far back as 1968 in woods, wetlands, streams, Delaware River banks and has been involved with preserving natural areas along the Delaware.

Summary

The Site is largely the product human endeavors, in particular, excavations and grading related to agriculture and roadways. The forest area where excavation is not a factor is at least "second growth" and is in good condition as for such a forest but is isolated and covers only a few acres, lessening its importance within the region of very substantial forest. The outstanding character of the site is its history of disturbances as described in some detail in every section of this report.

Reportedly there is some "to do" about the aquifer location. However, the site is tiny with respect to the overall watershed and aquifer. Furthermore, there are scores of existing potential and actual impacts upon the waters within the watershed where no treatment or safeguards exist.

The key to development here has to be protective measures integral to the development design. Engineering that is responsive to site constraints can definitely produce plans that will be entirely sound. As final designs are produced, we will review those and offer suggestions to enhance protection of the environment and the groundwater elements in particular.

Overall, there is no inherent reason that this site cannot be developed as a Distribution Center; in fact, it is well suited to such development by reason of location and opportunities to avoid and minimize negative impacts to natural resources.

* * * * *

Appendix - Representative Plant Species

FOREST - TYPICAL AREAS		
Acer rubrum	Red Maple	
Acer saccharum	Sugar Maple	D
Ageratina altissima	White snakeroot	
Alliaria petiolata	Garlic mustard	
Athyrium filix-femina	Lady fern	
Betula lenta	Sweet birch	D
Betula lutea	Yellow birch	
Betula populifolia	Gray birch	
Carex blanda	Wood sedge	U
Celastrum orbicularis	Asiatic Vine	
Cerastium fontanum	Mouse-ear chickweed	
Convallaria majalis	Lily of the valley	
Dennstaedtia punctilobula	Hay-scented fern	U
Dryopteris intermedia	Woodfern	
Dryopteris noveboracensis	New York fern	
Fagus grandifolia	Beech	D
Fraxinus americana	White Ash	
Hamamelis virginiana	Witch-hazel	U
Kalmia latifolia	Mountain laurel	
Lazula acuminata	Hairy woodrush	
Parthenocissus quinquefolia	Virginia creeper	U
Pinus strobus	White Pine	D
Potentilla canadensis	Canada cinquefoil	
Prunus serotina	Black cherry	D
Prunus virginiana	Chokecherry	
Quercus alba	White Oak	D
Quercus coccini	Scarlet Oak	
Quercus palustris	Pin Oak	
Quercus prinus	Chestnut Oak	D
Quercus rubra	Red Oak	
Ranunculus abortivus	Little-leaf buttercup	
Rhus radicans	Poison Ivy	
Rosa multiflora	Multiflora rose	
Rubus pensilvanicus	Blackberry	
Sassafras albidum	Sassafras	
Solidago rugosa	Goldenrod	
Tsuga canadensis	Eastern Hemlock	D
Vaccinium angustifolium	Lowbush blueberry	U
Viola sorority	Common blue violet	

DISTURBED - MORE OPEN & POND		
Ageratina altissima	White snakeroot	D
Alliaria petiolata	Garlic mustard	D
Anthoxanthum odoratum	Sweet vernal grass	
Artemisia vulgaris	Common mugwort	D
Barbarea vulgaris	Yellow rocket	
Betula populifolia	Gray birch	
Celastrum orbicularis	Asiatic Vine	
Dactylis glomerata	Orchard grass	D
Dipsacus sylvestris	Common teasel	D
Euphorbia esula	Leafy spurge	
Galium mollugo	Hedge bedstraw	
Galium triflorum	Cudweed	
Lamium purpureum	Purple dead-nettle	
Lemna minor	Common Duckweed (Pond)	W
Lepidium campestre	Field Peppergrass	
Lonicera maackii	Amur honeysuckle	D
Lonicera tatarica	Tartarian honeysuckle	
Parthenocissus quinquefolia	Virginia creeper	
Phalaris arundinacea	Reed canary grass	W
Pinus strobus	White Pine	
Plantago lanceolata	Narrow-leaf plantain	D
Populus tremuloides	Quaking aspen	
Prunus serotina	Black cherry	
Pyrus calleryana	Callery Pear	
Rubus pensilvanicus	Blackberry	
Rubus phoenicolasius	Wineberry	D
Securigera varia	Crownvetch	
Solidago rugosa	Sweet vernal grass	
Spiraea alba	White meadowsweet	
Symplocarpus foetidus	Skunk cabbage	W
Taraxacum officinale	Dandelion	
Typha latifolia	Broadleaf cattail	W
Viola sorority	Common blue violet	

DISTURBED - ALONG RT. 6 & PONDS		
Acer rubrum	Red Maple	
Carya ovata	Shagbark hickory	U
Celastrum orbicularis	Asiatic Vine	U
Cornus amomum	Silky dogwood	W
Fraxinus americana	White Ash	U
Hamamelis virginiana	Witch-hazel	U
Onoclea sensibilis	Sensitive fern	W
Parthenocissus quinquefolia	Virginia creeper	U
Phalaris arundinacea	Reed canary grass	W
Pinus strobus	White Pine	U
Rosa multiflora	Multiflora rose	U
Rubus pensilvanicus	Blackberry	U
Rubus phoenicolasius	Wineberry	U
Symplocarpus foetidus (Victory Lane)	Skunk cabbage	W
Typha latifolia	Broadleaf cattail	W
Juncus effusus (by Victory Lane)	Common rush	W

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