

THIRD AMENDMENT TO SETTLEMENT AGREEMENT

THIS THIRD AMENDMENT made and entered into this ___ day of _____, 2021 by and between:

SHAWNEE STAGE 1, LLC, SHAWNEE SUN MOUNTAIN, LLC, and SHAWNEE STAGE 4 LLC all with an address of 96 Arrowwood Drive, East Stroudsburg, Pennsylvania (collectively "Developer"), having acquired all property, rights and interests in that certain land known as Shawnee Valley Planned Residential Development ("SVPRD") from Shawnee Development, Inc. ("SDI"),

AND

SHAWNEE PRESERVATION SOCIETY, a nonprofit organization duly organized and existing under the laws of the Commonwealth of Pennsylvania, with a registered address of P.O. Box 517, Shawnee-on-Delaware, Pennsylvania, 18356 ("SPS"),

MARTHA CARBONE and TIM CARBONE, husband and wife, adult individuals residing at P.O. Box 158, Shawnee-on-Delaware, Pennsylvania, 18356 ("Carbones"),

ROBERT L. BOWER, an adult individual residing at RR 21, Number 6167, East Stroudsburg, Pennsylvania, 18301-9224 ("Bower"),

SPS, Carbones and Bower henceforth collectively referred to as "Appellants".

WHEREAS, SDI and the Appellants reached a Settlement Agreement dated December 2009 (approved pursuant to a Joint Motion to Approve Settlement Agreement dated December 30, 2009, in the matter of Shawnee Preservation Society et al. v. Smithfield Township Board (Forty-Third Judicial District, No. 833 Civil 2008)) ("SPS Agreement") regarding a 1,006-acre site in Smithfield and Middle Smithfield Townships, Monroe County, Pennsylvania ("Property"); and

WHEREAS, SDI and the Appellants amended the SPS Agreement to accept the terms of a property sale agreement to a conservation entity and other provisions and further agreed to waive the requirement of Paragraph III.G.3 of the SPS Agreement that requires such amendment to be presented to and approved by the Court of Common Pleas of Monroe County ("First Amendment"); and

WHEREAS, SDI and the Appellants amended the SPS Agreement to accept

the terms of a property sale agreement to a conservation entity, to delete in its entirety the provision of Section II.B.2 of the First Amendment and further agreed to waive the requirement of Paragraph III.G.3 of the SPS Agreement that requires such amendment to be presented to and approved by the Court of Common Pleas of Monroe County (“Second Amendment”); and

WHEREAS, SDI sold and three limited liability companies, Shawnee Stage 1, LLC, Shawnee Sun Mountain LLC and Shawnee Stage 4, LLC (collectively “Developer”) purchased all the properties, rights, and interests in the SVPRD, which transaction closed in December 2020 and Developer henceforth assumes all associated rights, benefits, and obligations of the SVPRD; and

WHEREAS, former appellant Holly Cadwallader has since moved away from Shawnee-on-Delaware, Pennsylvania, and is no longer a member of Shawnee Preservation Society and therefor is delisted as an Appellant, and

WHEREAS, Section III.I. of the SPS Agreement states that all correspondence with or between the Parties for SPS shall be conducted with Shawnee Preservation Society President and VINCE DELLA FERA currently serves as SPS President (“Della Fera”) and is listed as a signatory to this Third Amendment.

NOW THEREFORE, in consideration of the promises, terms and conditions of this amended SPS Agreement as set forth herein and intending to be legally bound herby, the parties mutually agree as follow:

I. GENERAL MATTERS

A. Recitals. The recitals set forth above shall be incorporate into this Agreement by reference thereto.

II. TERMS OF AGREEMENT

A. PRD Design

1. The portion of the provision of Section II.A.1.a. of the Agreement that reads “and provided that all approvals are given for the elimination of the road access across the Sun Mountain Lake dam and for the elimination of any new roadway connections to Hollow Road from Sun Mountain,” is deleted in

its entirety.

2. Section II.A.1.a. is amended to add II.A.1.a.iii as follows: “add 3 single family home units on previously sub-divided lots 30, 31 and 33 on Knob Lane (Monroe County Pennsylvania tax ID parcels 16/3/1/13, 16/3/1/12 and 16/3/1/10).”
3. Section II.A.3.b. of the Agreement is amended to read as follows: “The area designated as natural preservation buffer is delineated on Appendix C, entitled “2021 Amended Tentative Plan for Shawnee Valley Stages Ib, II, III and IV.” The remainder of that Section which reads “and more specifically on the Natural Preservation Buffer Diagram, attached as Appendix D hereto” is deleted in its entirety.
4. Appendix C entitled “2007 Amended Tentative Plan for Shawnee Valley Stages II, III and IV Settlement Diagram” is deleted in its entirety and is replaced with revised **Appendix C** entitled “2021 Amended Tentative Plan for Shawnee Valley.” Appendix D entitled “Natural Preservation Buffer Diagram” is deleted in its entirety and is replaced with revised **Appendix D** entitled “2021 Amended Tentative Plan for Shawnee Valley - ENLARGEMENT.” Appendix C and Appendix D together illustrate that the Type 3 Buffer excludes and does not apply to previously sub-divided lots 30, 31 and 33 on Knob Lane (Monroe County Pennsylvania tax ID parcels 16/3/1/13, 16/3/1/12, and part of 16/3/1/10) but includes and does apply to lots 32 and 44 (Monroe County Pennsylvania tax ID parcels 16/3/1/11 and part of 16/3/1/10).

B. Traffic Design

1. Section II.B.1.b.i of the Agreement stating, “The obligation to widen the cartway along Hollow Road in the area of Sun Mountain Recreation Center (Section II.A.1) is eliminated.” shall be deleted in its entirety. For further clarity, the future proposed Lake View Drive intersection with Hollow Road shall be improved in general accordance with preliminary

Construction Plan dated 10/07/2007 prepared by Traffic Planning and Design, Inc., attached as **Appendix A**, subject solely to the approval of the Pennsylvania Department of Transportation,.

2. Hollow Road

- a. Section II.B.2.b shall be deleted in its entirety.
- b. Section II.B.2.c shall be deleted in its entirety.
- c. Section II.B.2.d shall be deleted in its entirety.

C. Environmental Matters

- 1. Section II.C.1.a. is amended to read “All water services to the Shawnee Valley PRD shall be provided by Manwalamink Water, except that lots 30, 31 and 33 on Knob Lane (Monroe County Pennsylvania Tax ID parcels 16/3/1/13, 16/3/1/12 and 16/3/1/10) may, at the Developers sole election, be provided with water from on-site wells.”

D. Waiver of Court Approval. The parties agree to waive the requirement of Paragraph III.G.3 of the Agreement that requires this Amendment to be presented to and approved by the Court of Common Pleas of Monroe County. The parties agree that this Amendment shall have the same force and effect as if it had been so presented and approved.

III. MISCELLANEOUS

A. Execution of Agreement. This Agreement may be executed in counterparts.

B. Effective Date. This agreement shall be effective upon execution by all parties.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties have caused these presents to be executed the day and year first above written by their duly authorized officials and officers.

DEVELOPER

ATTEST:

BY: _____

BY: _____

DATE: _____

**VINCE DELLA FERA
PRESIDENT, SHAWNEE PRESERVATION SOCIETY**

ATTEST:

BY: _____

BY: _____

DATE: _____

MARTHA CARBONE

ATTEST:

BY: _____

BY: _____

DATE: _____

TIM CARBONE

ATTEST:

BY: _____

BY: _____

DATE: _____

ROBERT L. BOWER

ATTEST:

BY: _____

BY: _____

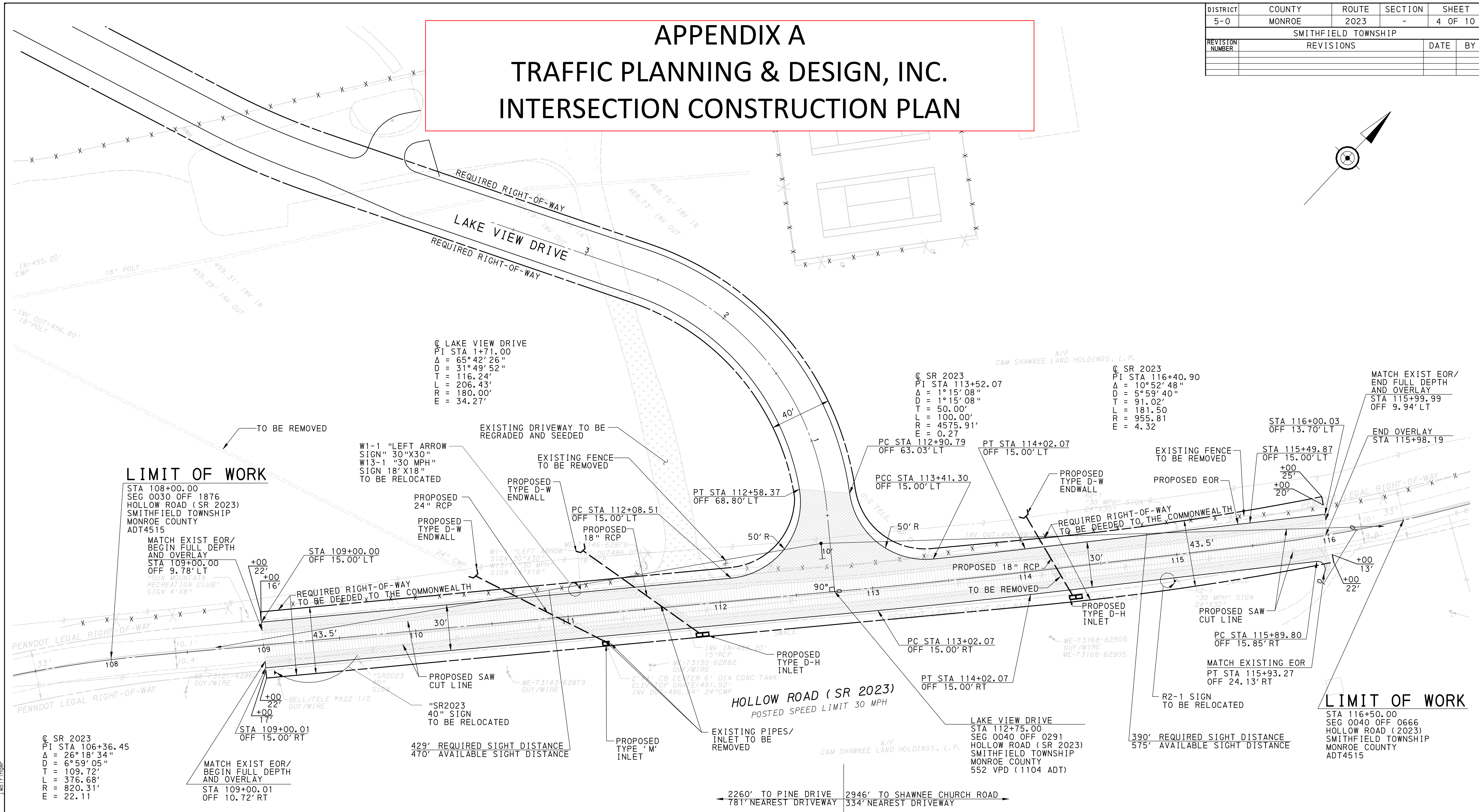
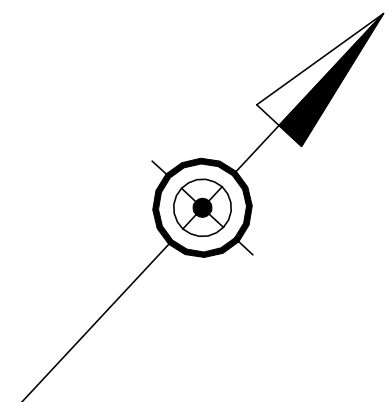
DATE: _____

DISTRICT	COUNTY	ROUTE	SECTION	SHEET
5-0	MONROE	2023	-	4 OF 10
SMITHFIELD TOWNSHIP				
REVISION NUMBER	REVISIONS	DATE	BY	

APPENDIX A

TRAFFIC PLANNING & DESIGN, INC.

INTERSECTION CONSTRUCTION PLAN



LIMIT OF WORK

STA 108+00.00
SEG 0030 OFF 1876
HOLLOW ROAD (SR 2023)
SMITHFIELD TOWNSHIP
MONROE COUNTY
ADT4515

MATCH EXIST EOR/
BEGIN FULL DEPTH
AND OVERLAY
STA 109+00.00
OFF 9.78' LT

STA 109+00.00
OFF 15.00' LT

STA 109+00.01
OFF 15.00' RT

MATCH EXIST EOR/
BEGIN FULL DEPTH
AND OVERLAY
STA 109+00.01
OFF 10.72' RT

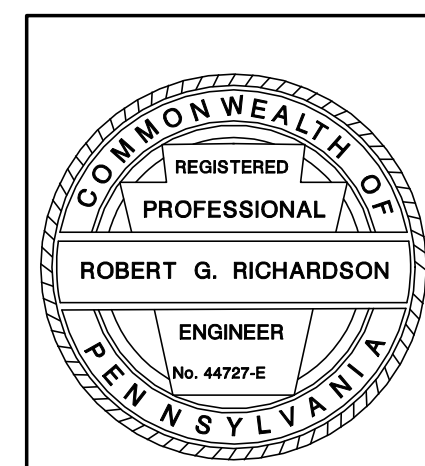
STA 109+00.01
OFF 15.00' RT

LEGEND

- SEED AND SOIL SUPPLEMENT
- PROPOSED FULL DEPTH PAVEMENT
- PROPOSED 1 1/2" OVERLAY



SITE DRIVE @ STA 112+75.00
ALL SIGHT DISTANCE OBSTRUCTIONS (INCLUDING BUT NOT LIMITED TO EMBANKMENTS AND VEGETATION) SHALL BE REMOVED BY THE DEVELOPER (PERMITTEE) TO PROVIDE A MINIMUM OF 390' OF CONTINUOUS SIGHT DISTANCE TO THE LEFT AND 429' OF CONTINUOUS SIGHT DISTANCE TO THE RIGHT FOR A DRIVER EXITING THE PROPOSED INTERSECTION ONTO THE THROUGH HIGHWAY. THE DRIVER MUST BE CONSIDERED TO BE POSITIONED TEN FEET FROM THE NEAR EDGE OF THE CLOSEST HIGHWAY THROUGH TRAVEL LANE (FROM THE CURB LINE IF CURBING IS PRESENT) AT AN EYE HEIGHT OF 3'-6" ABOVE PAVED SURFACE. THE POINT SIGHTED BY THE EXITING DRIVER SHALL ALSO BE 3'-6" ABOVE THE PAVED SURFACE LOCATED IN THE CENTER OF THE CLOSEST HIGHWAY TRAVEL LANE DESIGNATED FOR USE BY THE APPROACHING TRAFFIC. THE CONTINUOUS SIGHT DISTANCE SHALL BE MAINTAINED BY THE PERMITTEE.



TRAFFIC PLANNING AND DESIGN, INC.
POTTSTOWN
(610)326-3100

LEHIGH VALLEY (610)625-4242 HARRISBURG (717)234-1430 SOUTH JERSEY (856)966-4242
WWW.TRAFFICPD.COM

DATE: 10/05/2007 PROJECT DESIGNER: RJK JOB NO: CMDI.B.00005

CONSTRUCTION PLAN

THIS IS A COPY. THE ORIGINAL DRAWING IS ON FILE WITH TRAFFIC PLANNING AND DESIGN, INC. ANY AND ALL LIABILITY IS LIMITED TO THE ORIGINAL, UP TO AND INCLUDING THE LAST REVISIONS.

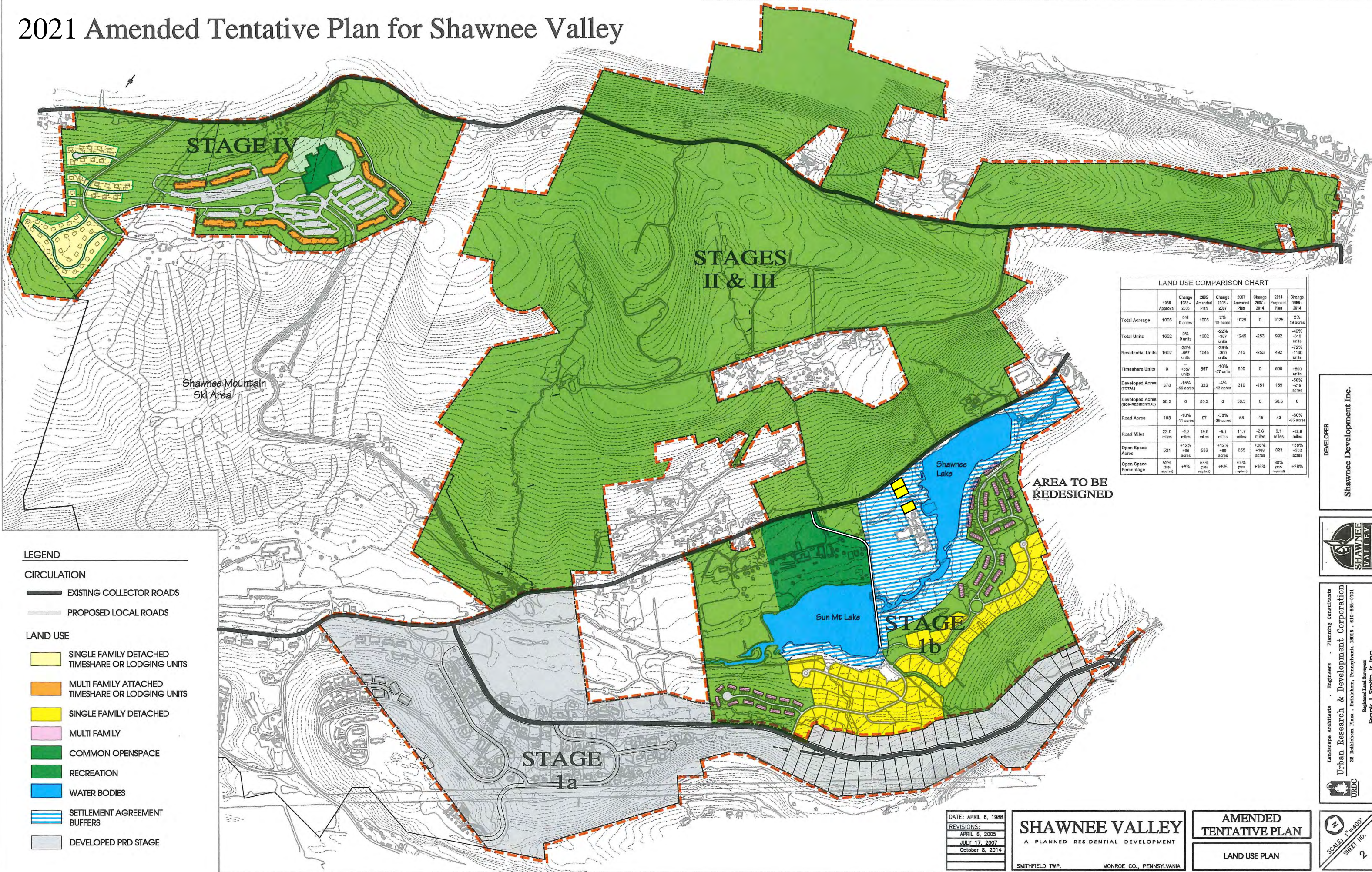
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APPENDIX B

NOT USED

APPENDIX C

2021 Amended Tentative Plan for Shawnee Valley



LEGEND

CIRCULATION

- EXISTING COLLECTOR ROADS
- PROPOSED LOCAL ROADS

LAND USE

- SINGLE FAMILY DETACHED TIMESHARE OR LODGING UNITS
- MULTI FAMILY ATTACHED TIMESHARE OR LODGING UNITS
- SINGLE FAMILY DETACHED
- MULTI FAMILY
- COMMON OPENSAPCE
- RECREATION
- WATER BODIES
- SETTLEMENT AGREEMENT BUFFERS
- DEVELOPED PRD STAGE

LAND USE COMPARISON CHART

	1988 Approval	Change 1988-2005	2005 Amended Plan	Change 2005-2007	2007 Amended Plan	Change 2007-2014	2014 Proposed Plan	Change 1988-2014
Total Acreage	1006	0% 0 acres	1006	2% 19 acres	1025	0	1025	2% 19 acres
Total Units	1602	0% 0 units	1602	-22% -357 units	1245	-253	992	-42% -610 units
Residential Units	1602	-35% -567 units	1045	-25% -300 units	745	-253	492	-72% -1100 units
Timeshare Units	0	+57 units	57	-10% -57 units	500	0	500	+500 units
Developed Acres (TOTAL)	378	-15% -59 acres	323	-4% -13 acres	310	-151	159	-58% -219 acres
Developed Acres (NON-RESIDENTIAL)	50.3	0	50.3	0	50.3	0	50.3	0
Road Acres	108	-10% -11 acres	97	-38% -39 acres	58	-15	43	-60% -65 acres
Road Miles	22.0	-2.2	19.8	-8.1	11.7	-2.6	9.1	-12.9
Open Space Acres	621	+65	686	+69	655	+168	823	+58%
Open Space Percentage	52%	+6%	58%	+6%	64%	+16%	80%	+28%

DEVELOPER
Shawnee Development Inc.



Landscape Architects • Engineers • Planning Consultants
Urban Research & Development Corporation
 28 Bethlehem Plaza • Bethlehem, Pennsylvania 18018 • 610-865-0701
 Registered Land Surveyor
 Frank J. Smith, Jr., Inc.

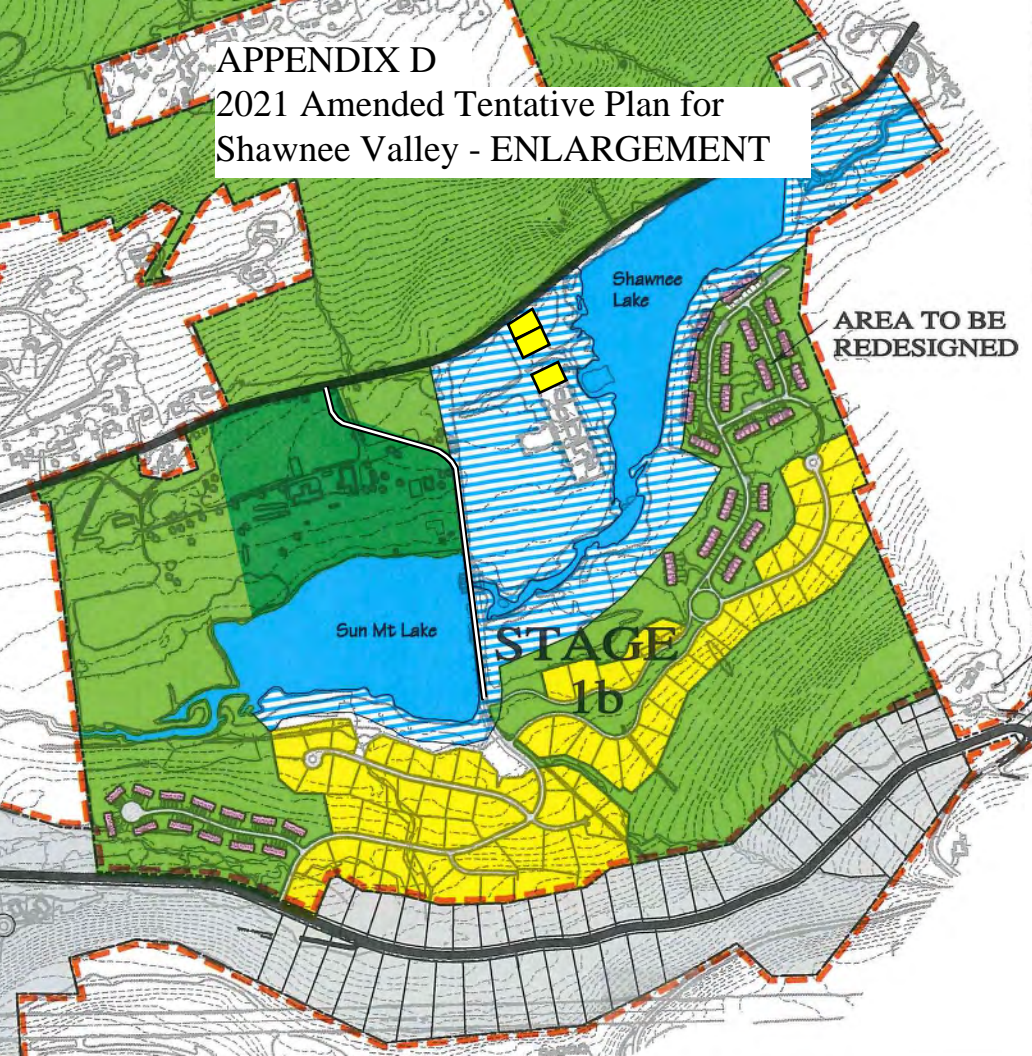
DATE: APRIL 6, 1988
 REVISIONS:
 APRIL 6, 2005
 JULY 17, 2007
 October 8, 2014

SHAWNEE VALLEY
 A PLANNED RESIDENTIAL DEVELOPMENT
 SMITHFIELD TWP. MONROE CO., PENNSYLVANIA

AMENDED TENTATIVE PLAN
 LAND USE PLAN

SCALE: 1" = 2400'
 SHEET NO. 2

APPENDIX D
2021 Amended Tentative Plan for
Shawnee Valley - ENLARGEMENT



**AREA TO BE
REDESIGNED**

Sun Mt Lake

Shawnee
Lake

**STAGE
1b**