

Shawnee Stage 1, LLC  
P. O. Box 261  
Shawnee on Delaware, PA 18356

January 5, 2022

Ronald J. Karasek, Esquire  
Smithfield Township Solicitor  
The Karasek Law Offices, LLC  
641 Market Street  
Bangor, PA 18013

Via: Email

RE: 2021 AMENDMENT - SHAWNEE VALLEY PRD  
REPLY TO BROUGHAL & DeVITO, L.L.P LETTER WITH MARTH CARBONE CONCERNS LIST

Dear Mr. Karasek,

Thank you for informing us and forwarding an electronic copy to Shawnee Stage 1, LLC (“Stage 1” or “we” or “I”) of the correspondence referenced above (**ATTACHMENT A**). We tried to have dialogue with interested parties since March 2020 but those parties have never responded to us. We will answer the concerns. We annotated a copy of their correspondence with reference numbers for simplicity and clarity.

All answers are provided in the context that Stage 1 is entitled and permitted, without SPS involvement or consent, to construct the road over Sun Mountain Dam AND to develop where buffers were conditionally required in the SPS Settlement Agreement. See our letter to Smithfield Township, dated November 29, 2021 (**ATTACHMENT B**) along with the letter dated December 28, 2021 from our Traffic Engineer (**ATTACHMENT C**) on the position of PennDOT which does not allow moving the connection of Stage 1b to Hollow Road.

**LETTER FROM BROUGHAL & DeVITO to SMITHFIELD TOWNSHIP, dated December 14, 2021**

No comments. The letter is only a cover letter to a list provided by Martha Carbone and it does not identify any concerns.

**“CONCERNS WITH PROPOSED 2021 SHAWNEE VALLEY PRD AMENDMENT, COMPILED BY MARTHA CARBONE”**

01. We concur. That is why we sought to meet with SPS since March 2021, why we presented our proposal to SPS members in June 2021, why we presented a proposed Third Amendment (**ATTACHMENT D**) to SPS members in June 2021 and why we contacted members of SPS no less than 35 times during 2021 to talk with them and explain the options which SPS, Smithfield Township and Stage 1 LLC have under the SPS Settlement Agreement. Stage 1 LLC never received any reply.

02. A. Holly Cadwallader moved away, no longer resides in the area of Shawnee Valley, and is no longer affected by the Shawnee Valley PRD. Therefore, she cannot remain a party to this matter in the future.
- B. We concur and will add the Township. SPS has not been consistent. The First and Second Amendments (**ATTACHMENT E**) were signed by SPS and the appellants in 2010 and 2011, even though the Amendments did NOT include Smithfield Township. We followed that precedent.
- C. We concur. SPS has not been consistent. SPS and the appellants in 2010 and 2011 signed the First and Second Amendments have this identical waiver. However, the Amendments were subsequently submitted to the Court anyway. We can remove the waiver subject to the Appellants recognizing their responsibility for a portion of the associated costs.
03. We agree to clarify the drawing. The list of concerns grossly misinterprets and misrepresents the subject. The 2021 Amended Tentative Plan (Exhibit B.2) is labeled "AREA TO BE REDESIGNED". The buildings that encroached into the added buffer will be moved outside the buffer. We do not know where they will be repositioned, so we have not prepared a revised layout. We have revised the 2021 Amended Tentative Plan (**ATTACHMENT F**) to remove the buildings and we added Note 6 to clarify. We continue to reserve the right to reposition those 28 units outside of the buffer in a future plan.
04. Stage 1 LLC has the right, under the conditions explicitly included in the SPS Settlement Agreement, to not provide the buffers, as explained in our letter to Smithfield Township dated 11/29/2021 (**ATTACHMENT B**). However, we presented our proposed Third Amendment to add these three homes on previously cleared lots and retain the buffers. It is a significant concession we offered. SPS leadership never responded and we have proceeded as if the offer would be an agreeable solution to Smithfield Township, the community as a whole and to SPS. We suggest that SPS reconsider this generous concession we offered, rather than have us proceed with the original approved 2007 plan for that area.
05. The claim made is 100% incorrect. The permits and approvals have been granted by all environmental agencies, includes clearing and building the 33 zero lot line homes on this area, and supersedes intermediate comments made in working processes, such as that line in the letter. The letter refers to discussions of Bog Turtle habitat which is protected under our plans and is over ¼ mile away. The wooded area was found to NOT be suitable habitat. No public agency permits or approvals require preserving the wooded area.
06. We proposed a fair amendment but received NO unified replies. See Item 04. above which also applies to this concern.

07. We concur. However, the comment is irrelevant since the 2021 PRD Amendment has nothing proposed to change Stage 4.
08. The list of “other objections” refers to the proposed Third Amendment, which we submitted to the Board of Directors of SPS in June 2021. This confirms our attempts to work with SPS noted in Item 01, above. SPS board members have never asked for discussion of the proposed Third Amendment. This results in them not understanding items in the proposed Third Amendment, concerns 09 through 13.
09. The proposed Third Amendment offered SPS and Appellants “UNCONDITIONAL” buffers (as SPS and the residents of Knob Lane desire) to replace the previous “conditional” buffers, subject only to amending the permitted road location and adding three homes on separate tax parcel lots which have no trees.
10. Same as 09 above.
11. Same as 09 above. The existing homes on Knob Lane are also ALL served by individual water wells, as allowed.
12. Same as 02.C above.
13. Same as 02.B above.

It is informative to quote from the final ruling of the Court of Common Pleas of Monroe County, Forty-Third Judicial District, Commonwealth of Pennsylvania, docket No. Civil 2008, Shawnee Preservation Society, et al (Appellants) vs. Smithfield Township Board of Supervisors (Appellee) versus Shawnee Development, Inc., and C&M Shawnee Land Holdings, LP, (Intervenor-Appellees – former owners of Shawnee Valley PRD) dated June 26, 2009. We had hoped, for the benefit of Smithfield Township and the community, to not repeat this arduous and costly proceeding again.

*“For the reasons stated, we find that the issues raised on appeal are frivolous. The claims raised present no justifiable questions and we believe that the appeal is readily recognizable as devoid of merit as there is little prospect that the appeal can ever succeed.*

*Furthermore, we find it disingenuous that Appellants continue to object to modifications of a development plan which are clearly better for the community than the previously approved tentative plans.”*

Further, the ruling concluded (and ordered) the posting of a bond.

*“Consequently, Appellants shall be required to post bond in the amount of \$11,478,000.00 as a condition precedent to further pursuing the Land Use Appeal.”*

At the time the SPS Settlement Agreement was signed, SPS had 25 members. We understand that SPS has four officers, Vince Della as President, along with Diana Tharp as VP, and two other officers. Paragraph III.I. says:

*“All correspondence with or between the Parties concerning this Agreement shall be Address to: ... For SPS: Shawnee Preservation Society, President.”*

Therefore, we are copying Mr. Vince Della Fera, current President of SPS. Mrs. Carbone is a board member but is not a current officer of SPS.

Please let me know if Smithfield Township has any further information needs or questions.

Sincerely,



Ted Hunter, Manager  
Shawnee Stage 1, LLC  
Ted.hunter.dev@gmail.com

#### Enclosures

CC: Jacob Pride, Chairman, Smithfield Township Board of Supervisors (email)  
Brian Barrett, Smithfield Township Board of Supervisors (email)  
Robert Lovenheim, Smithfield Township Board of Supervisors (email)  
Ken Wolfe, Zoning Officer, Smithfield Township (email)  
Julia Heilakka, Office Manager, Smithfield Township (email)  
Leo V. DeVito, Jr. Esq., Broughal & DeVito, L.L.P. (email)  
Lisa A. Pereira, Esq., Broughal & DeVito, L.L.P. (email)  
Vince Della Fera, President, Shawnee Preservation Society (email)  
Tom Anderson, Shawnee Stage 1, LLC (email)  
Ellen Anderson, Anderson Real Estate (email)

LAW OFFICES  
BROUGHAL & DEVITO, L.L.P.

38 WEST MARKET STREET  
BETHLEHEM, PENNSYLVANIA 18018-5703

JAMES L. BROUGHAL  
LEO V. DEVITO, JR.  
JOHN S. HARRISON  
JAMES F. PRESTON\*  
LISA A. PEREIRA\*  
ERIKA A. FARKAS  
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OF COUNSEL:  
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December 14, 2021

**VIA REGULAR MAIL AND CERTIFIED MAIL**  
**RETURN RECEIPT REQUESTED**

Ronald J. Karasek, Esquire  
Karasek Law Office LLC  
641 Market Street  
Bangor, PA 18013  
Northampton County

***Re: Smithfield Township, Monroe County, Pennsylvania – Shawnee Preservation Society – Shawnee Development Inc.***

Dear Ron:

As you are aware, our office represents the Shawnee Preservation Society relative to the above referenced matter.

In that regard, my office has provided to you a copy of the Settlement Agreement concerning the proposed development. As you are aware the Settlement Agreement was between various individuals, the Shawnee Preservation Society, the Developer, and Smithfield Township. This Settlement Agreement was approved by Court as further confirmed by the First Amendment (which we have already provided to you).

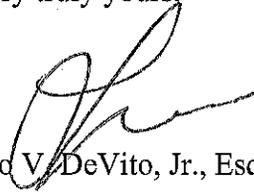
This letter is to advise you that my client remains extremely interested in the current plan which has been proposed by the Developer. My client believes that there are encroachments and deviations from the plan which was approved via the Settlement Agreement. My client does not approve of these deviations. Regardless, any modification or change from the approved Settlement Agreement would require the agreement of all parties and further approval of the Monroe County Court of Common Pleas.

Mr. Ronald Karasek  
December 14, 2021  
Page 2

Please keep us advised as to the status of this plan. We look forward to working with you toward a mutually agreeable resolution of any issues which may arise.

If you have any questions, please do not hesitate to call me.

Very truly yours,

A handwritten signature in black ink, appearing to read "Leo V. DeVito, Jr.", written in a cursive style.

Leo V. DeVito, Jr., Esquire

LVD/sb

cc: Lisa A. Pereira, Esquire  
Ms. Martha Carbone (via e-mail/regular mail)

Concerns with proposed 2021 Shawnee Valley PRD amendment:

01. — 1. Settlement modification: Page 1 of the current court-approved settlement, lists the parties which must review and sign off on any amendments or changes to the settlement. The requirements for modifying the agreement are listed on pg 34 Section III.G-Modifications which lists 3 steps to make changes to the agreement as it exists: first, all entities must agree to the new terms (includes Smithfield Township, developer [SDI now is Shawnee Stage 1 LLC, Shawnee Sun Mountain LLC, Shawnee Stage 4 LLC] and SPS, plus 4 individuals); second, a properly advertised public meeting be held once an agreement is reached between the 7 parties; and third, the new agreement must go to the Court of Common Pleas of Monroe County for approval. The developers' new proposal A. attempts to unilaterally remove Holly Cadwallader as a signee. B. does not include the Township as a signee, and C. would eliminate the requirement of court approval. We do not consent to this and will require the process as listed in our settlement.
02. —
03. — 2. Buffers: The settlement details the requirements for buffers in stage 1b and around the two lakes on pp 9-10, Section II.A.3.c and these buffers are depicted as per the text of the settlement in Appendices C & D entitled *2007 Amended Tentative Plan for Shawnee Valley Stages II, III, and IV Settlement Diagram & Illustrative Diagram* respectively. In the proposed changes, the developers appears to be encroaching on the Type I buffer on the west side of Shawnee lake with buildings placed into the buffer. These buffers as detailed in our current settlement must be 100' of vegetation only with 120' building setback. Additionally, they discuss in the proposed changes that lots will be developed along Knob Lane. The current settlement shows these are Type III buffer areas which are approved for vegetation only, no development would be permitted. Further, the 32 lots which the developers say they will be reducing in this area have been, and continue to be, prohibited as a condition of the US Fish & Wildlife Service. Please see the USFWS letter of 3/16/2020 regarding PNDI #694570 on pg 2 under 1.c where this condition of the reduction of 32 lots between the lakes is noted. This is a requirement of the USFWS which goes back from even prior to our current settlement. Buffers as enumerated in the current settlement must be maintained.
04. —
05. —
06. — 3. Sun Mountain Lake Dam road: Per pg 21, Section II.B.2.c of our settlement, a road over Sun Mountain Lake dam is prohibited. On pages 2-3 of the new proposal under A. PRD Design, the developers unilaterally propose profound changes. The current settlement is still in force and these changes have not been negotiated.
07. — 4. Stage 4 Protections: Our settlement lays out numerous protections for the environment and the viewscape relating to stage 4. See Section II.A.4 on pages 12-19. These cannot be unilaterally written out of the agreement. The current language is still in effect.

08. — 5. Other objections: Further, we do not consent to major unilateral changes as listed in the developers' 2021 proposal as listed below:
09. — a. pages 2-3, Section II.A.1-4 regarding PRD Design
10. — b. page 4, Section II.B.2.a-b regarding Traffic Design of Hollow Road
11. — c. page 4, Section II.C regarding Environmental Matters
12. — d. page 4, Section II.D regarding Waiver of Court Approval
13. — e. page 5 regarding signees required

Please note these are my notes and our attorneys may have further input.

Compiled by Martha Carbone

ATTACHMENT B

Shawnee Stage 1, LLC  
P. O. Box 261  
Shawnee on Delaware, PA 18356

November 29, 2021

Ronald J. Karasek, Esquire  
Smithfield Township Solicitor  
The Karasek Law Offices, LLC  
641 Bangor, PA 18013

Via: Email

RE: 2021 AMENDMENT - SHAWNEE VALLEY PRD

Dear Mr. Karasek,

Stage 1b is a stage within the Shawnee Valley PRD (SVPRD) land use plan that proposes 72 single family home lots and 192 townhomes. The property is owned by Shawnee Stage 1, LLC and related entities (Stage 1). Stage 1b was granted conditional Final Approval for Construction by Smithfield Township on December 8, 2005, but construction did not commence. The most recent approved SVPRD plan, when the property was owned by Shawnee Development, Inc. (SDI), is the 2007 Amended Tentative Plan. This plan was approved by Smithfield Township at public hearing on December 28, 2007 and issued by Smithfield Township as amended Findings of Fact on January 3, 2008.

On January 28, 2008, Shawnee Preservation Society along with certain individuals who reside close to the PRD parcels, filed a land use appeal in the Monroe County Court of Appeals (MCCA) against Smithfield Township and SDI. On March 24, 2008, Shawnee Development, Inc. filed a Petition to Post Bond in the amount of \$11,478,000, based on the assertion by SDI that the Appellants appeal was frivolous. On June 26, 2009, after hearing, the MCCA granted the Petition to Post Bond within 45 days, in favor of SDI (copy attached). This delayed activity on the SVPRD by over 1.5 years.

To avoid further delays caused by SPS, SDI approached SPS and the individual appellants for good faith discussions to try to resolve ongoing concerns. SDI, Smithfield Township and SPS concluded these discussions by executing a Settlement Agreement, which was approved by the MCCA on December 8, 2009. The major elements of the SPS Settlement Agreement included (1) holding 500 acres of Stage 2 and 3 land for possible purchase by a land conservation, (2) adjustments to the timeshare land plan in Stage 4, (3) conditional adjustments to Stage 1b, and (4) certain conditions and restrictions on further interactions by SPS.

Stage 1b must comply with multitudes of regulations. The number of units require that there must be two separated vehicular entrances to accommodate traffic and emergency vehicle

access. The approved 2007 SVPRD plan, along with the 2005 approved Final Plans for Stage 1b, includes a proposed road to provide two entrances tentatively called Lakeside Drive. It is engineered to intersect with Shawnee Valley Drive, extend through Stage 1b and across the Sun Mountain Dam and intersect with Hollow Road near the current Sun Mountain Recreation entrance, as agreed by PADOT. This road crossing Sun Mountain Dam complies with all environmental regulations imposed by Monroe County Conservation District, Pennsylvania Department of Environmental Protection and the US Army Corps of Engineers, all permits which we have obtained. The Sun Mountain dam structure is engineered for the crossing.

A resident living on Knob Lane (a gravel road that intersects with Hollow Road and is entirely surrounded by the SVPRD) preferred to not see any new homes built to be visible to their residence. To accomplish this, they wanted to remove Lakeside Drive from Sun Mountain dam, delete 32 approved zero lot line homes connected to it, setback homes along Shawnee Lake further than already approved PADEP regulations mandate (item (3) in paragraph three above), all to maintain trees and views near their home.

Two roadway connections from the Stage 1b are REQUIRED for emergency access. The only other option to cross over the Shawnee Creek waters and wetlands would be over the Shawnee Lake Dam, located further downstream. It was not known if the Pennsylvania Department of Transportation would approve moving the intersection of Lakeside Drive with Hollow Road. Therefore, the Settlement Agreement provision to eliminate the 32 units and to shift units back from Shawnee Lake was ENTIRELY CONDITIONED on being able to secure regulatory approval to move the intersection of Lakeside Drive with Hollow Road to the Shawnee Lake Dam. The exact text is included herein.

## II. TERMS OF AGREEMENT

### A. PRD Design

#### 1. Stage 1b.

- a. Following the issuance of all permits and approvals required for the development of Stage 1b, **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 at Sun Mountain,** SDI will:
  - i. Eliminate the 32 units that lie between Hollow Road and Shawnee Lake from the design for Stage 1b; and
  - ii. Eliminate up to 18 units that lie of the west side of Shawnee Lake from the design of Stage 1b.

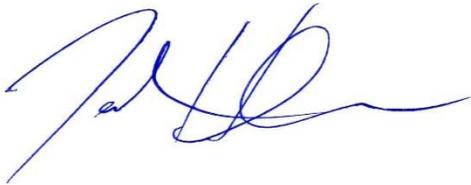
Subsequently, the SVPRD traffic consultant engaged through PADOT processes to determine where the new intersection would be approved by regulators. Based on PADOT criteria for

intersections, which can include safety, speed, sightlines, curvature, elevations and other concerns, PADOT concluded that the Sun Mountain intersection point will be permitted and other intersection locations (e.g., Shawnee Lake Dam) are NOT APPROVED. Our consultant will summarize this in a letter which Stage 1 will provide prior to the PRD hearing with the Smithfield Township Board of Supervisors.

*In conclusion, Stage 1 is NOT obligated under the conditions of the SPS Settlement Agreement to eliminate the 32 units, setback the 18 units, or move Lakeside Drive from the agreed Sun Mountain Dam intersection to the Shawnee Lake Dam, based on the above cited inability to obtain regulatory approval to move the intersection to Shawnee Lake Dam, which does not meet the condition of the Settlement Agreement paragraph II.A.1.a.,* Stage 1 can proceed with Stage 1b construction with the Sun Mountain Dam road crossing and intersection, along with the above units, without violating the conditions of the SPS Settlement Agreement. We may need to revise the 2021 SVPRD drawing to illustrate retaining those units as they were previously shown and approved in the 2005 Final Approval and as shown and approved in the 2007 SVPRD plan.

Please let me know if Smithfield Township has any further information needs or questions.

Sincerely,



Ted Hunter, Manager  
Shawnee Stage 1, LLC  
Ted.hunter.dev@gmail.com

Enclosures

CC: Scott Amori, Chairman, Smithfield Township Planning Commission (email)  
Robert Lovenheim, Supervisor Liaison, Smithfield Township Board of Supervisors (email)  
Ken Wolfe, Zoning Officer, Smithfield Township (email)  
Julia Hailaka, Office Manager, Smithfield Township (email)  
Tom Anderson, Shawnee Stage 1, LLC  
Ellen Anderson, Anderson Real Estate



TRAFFIC PLANNING AND DESIGN, INC.

[WWW.TRAFFICPD.COM](http://WWW.TRAFFICPD.COM)

**December 28, 2021**

Ted Hunter, Manager

Shawnee Stage 1, LLC  
P.O. Box 261  
Shawnee on Delaware, PA 18356

**RE: Lake View Road Access Location**

Shawnee Valley PRD  
*Smithfield Township, Monroe County*  
TPD No. SHST.00001

Dear Ted:

Traffic Planning and Design, Inc. (TPD) presents this review of the proposed Lake View Road access on Hollow Road (S.R. 2023) in conjunction with the Shawnee Valley Planned Residential Development (PRD).

There are a number of requirements that must be met for the Pennsylvania Department of Transportation (PennDOT) to consider allowing an access point on a State roadway. Approval of an access is via a Highway Occupancy Permit (HOP). Hollow Road is a State roadway (State Route 2023), therefore, these requirements must not only be met but, in most cases, exceeded. One of the more important of these critical safety requirements is recommended safe sight distances depending on the posted speed limit and roadway geometry/grades.

During the initial planning stages of the proposed development, sight distance measurements were taken along the property's frontage to determine the optimal location for an access point. Hollow Road consists of many vertical and horizontal curves, which limit the area available for access. Two (2) prospective access locations were analyzed, the first across the Shawnee Lake Dam (opposite the Shawnee Fire Company driveway) and the second near the Camp Sun Mountain driveway.

Based on the measurements taken, it was concluded that an access across the Shawnee Lake Dam, opposite the Shawnee Fire Company driveway would not meet or exceed all the PennDOT required site distances. However, access near the existing Sun Mountain Camp driveway would meet and exceed all sight distance requirements. Also, this location replaces an existing access and does not create an additional intersection with Hollow Road.

Based on the above analysis, and many other items completed during the planning stages, PennDOT agreed that the Camp Sun Mountain access is the optimal location for access to the Shawnee Valley PRD and would meet or exceed all necessary criteria for a HOP permit to be issued. In November of 2007, PennDOT further concluded that "An Access Covenant will be required to limit SR 2023 access to proposed Lake View Drive. No additional site access to SR 2023 will be permitted."

TPD concludes that the Lake View Drive intersection near the Camp Sun Mountain driveway is the only potential PennDOT approved access location on Hollow Road to serve the Shawnee Valley PRD.

Sincerely,

TRAFFIC PLANNING AND DESIGN, INC.



Matthew I. Hammond, P.E.

*Executive Vice President*

mhammond@TrafficPD.com

CC: Tom Anderson, General Manager, Shawnee Stage 1, LLC  
Pete Spisszak, TPD

**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: \_\_\_\_\_

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**TIM CARBONE**

ATTEST:

BY: \_\_\_\_\_

BY: \_\_\_\_\_

DATE: \_\_\_\_\_

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**ROBERT L. BOWER**

ATTEST:

BY: \_\_\_\_\_

BY: \_\_\_\_\_

DATE: \_\_\_\_\_

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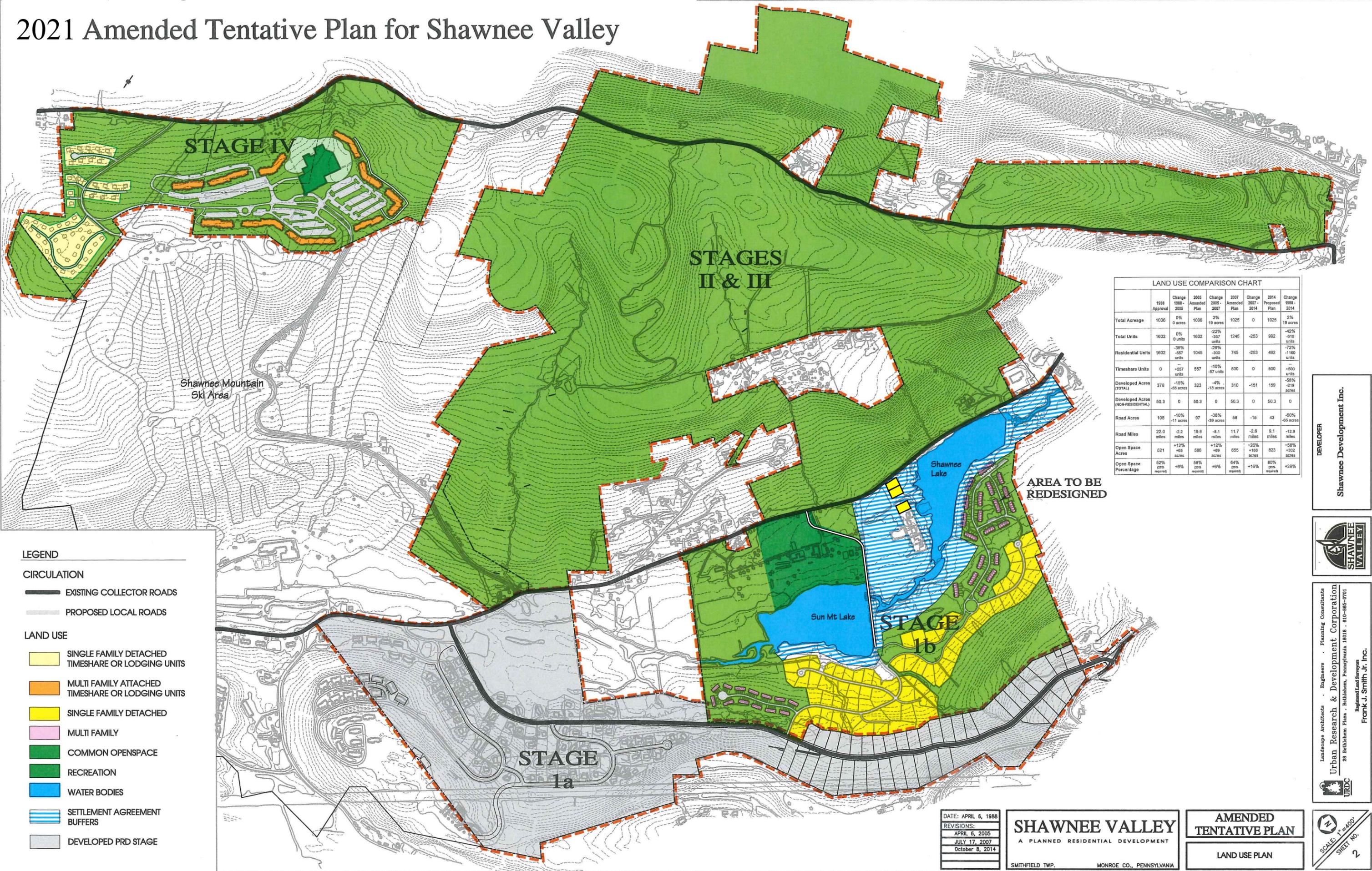


APPENDIX B

NOT USED

# APPENDIX C

## 2021 Amended Tentative Plan for Shawnee Valley



**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%	1006	2%	1025	0	1025	2%
Total Units	1602	0%	1602	-22%	1245	-253	992	-610
Residential Units	1602	-35%	1045	-29%	745	-253	492	-1100
Timeshare Units	0	+57	57	-10%	500	0	500	+500
Developed Acres (TOTAL)	378	-15%	323	-4%	310	-151	159	-219
Developed Acres (NON-RESIDENTIAL)	50.3	0	50.3	0	50.3	0	50.3	0
Road Acres	108	-10%	97	-38%	58	-15	43	-65
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	+202
Open Space Percentage	52%	+6%	58%	+6%	64%	+16%	80%	+28%

- 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 OPENSOURCE
  - RECREATION
  - WATER BODIES
  - SETTLEMENT AGREEMENT BUFFERS
  - DEVELOPED PRD STAGE

AREA TO BE REDESIGNED

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

**DEVELOPER**  
 Shawnee Development Inc.

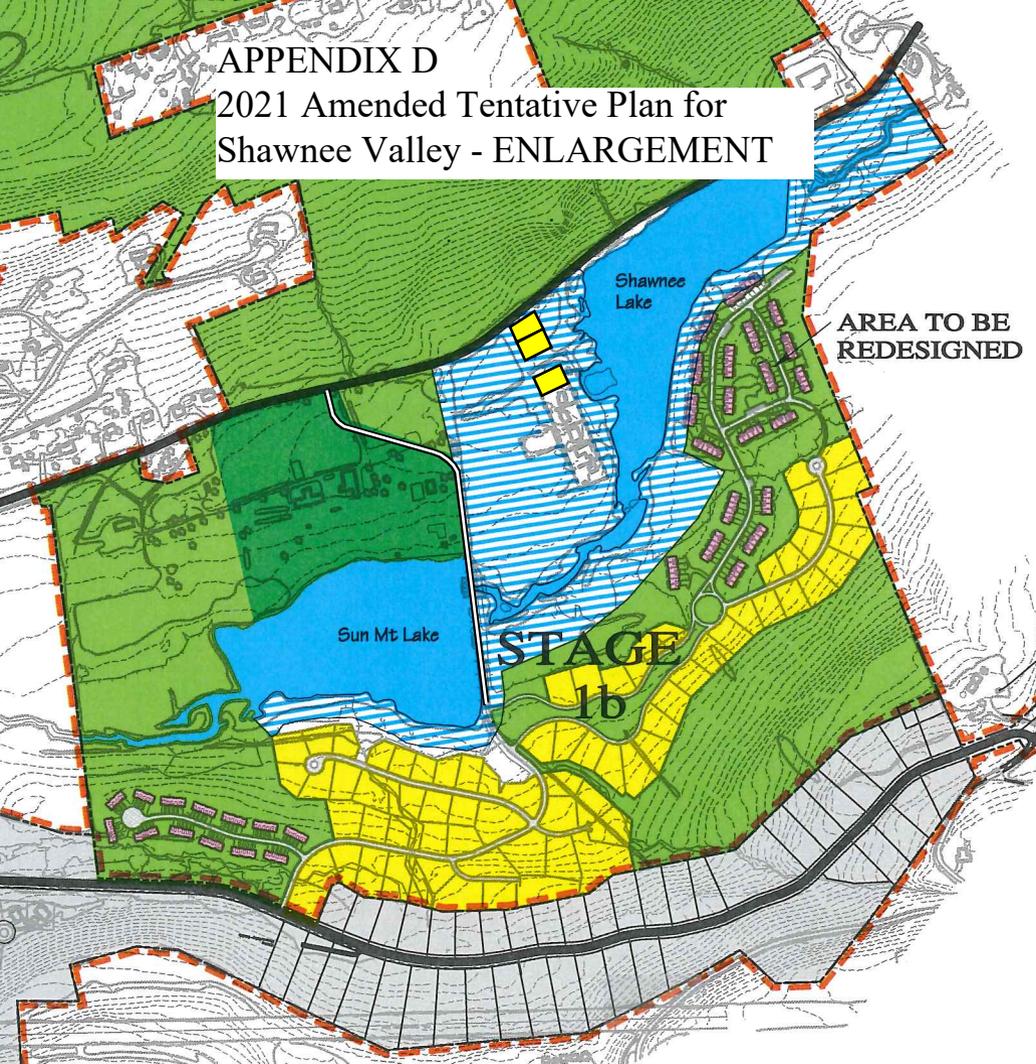


Landscape Architects • Engineers • Planning Consultants  
**Urban Research & Development Corporation**  
 28 Bethlehem Plaza • Bethlehem, Pennsylvania 18018 • 610-865-0701  
 Registered Land Surveyors  
 Frank J. Smith, Jr., Inc.

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**

ATTACHMENT E

\*Please reply to Carlisle Office

September 15, 2011

Monroe County Court of Common Pleas  
Attn: Hon. Ronald E. Vican, P.J.  
Monroe County Courthouse  
7<sup>th</sup> & Monroe Streets  
Stroudsburg, PA 18360

COPY

Re: *Shawnee Preservation Society, et al v. Smithfield Township Board of Supervisors v. Shawnee Development, Inc. and C&M Shawnee Land Holdings, LP*  
No. 833 Civil 2008

Dear Judge Vican,

Please accept for filing and consideration the attached Joint Motion to Approve Amendments to Settlement Agreement. As you will recall, your Honor approved and entered a comprehensive Settlement Agreement in the above-captioned matter in December 2009. Under the terms of the Settlement Agreement, any Amendment thereto must be presented to the Court for approval. The parties have entered into two (2) Amendments to the Settlement Agreement for purposes of securing public funding for purchase of a portion of the Shawnee Valley Planned Residential Development, and accordingly now present them to your Honor for your approval.

Enclosed for filing are one original and two (2) copies. We request that the Prothonotary time stamp the copies and return them to us in the enclosed envelope.

Thank you for consideration of this matter. Please do not hesitate to contact me with any questions.

Very Truly Yours,

SALZMANN HUGHES, P.C.



Tiffany M. Cartwright

**Concentrating in Environmental, Land Use, Municipal, Real Estate, Corporate, Estate Planning and Administration, and General Civil Litigation**

**ATTORNEYS**

G. Bryan Salzmänn, Esq.	Stephen E. Patterson, Esq.	Susann B. Morrison, Esq.	E. Lee Stinnett, Esq.
James D. Hughes, Esq.	Nancy H. Meyers, Esq.	Laura Rebecca Ables, Esq.	Tiffany M. Cartwright, Esq.
Adam R. Schellhase, Esq.	Ann F. DePaulis, Esq.	David H. Martineau, Esq.	
Charles E. Zaleski, Esq.	Patricia R. Brown, Esq.	Kurt E. Williams, Esq.	
Thomas J. Finucane, Esq.	William W. Thompson, Esq.	Samuel E. Wiser, Jr., Esq.	
Eileen C. Finucane, Esq.	Rebecca R. Hughes, Esq.	George F. Douglas, III, Esq.	

Letter to Judge Vican  
September 15, 2011  
Page 2

Cc: Ted Hunter, Wyndham (w/ encl.)  
Amy Sinelli, Wyndham (w/ encl.)  
Donald Miles (w/ encl.)  
Ronald Karasek (w/ encl.)  
Smithfield Township (w/ encl.)  
Tom Gravel, TPL (w/ encl.)

SALZMANN HUGHES, PC  
BY: TIFFANY M. CARTWRIGHT, ESQ.  
Pa. I.D. 88189  
354 Alexander Spring Road, Suite 1  
Carlisle, PA 17015  
Telephone: (717)-249-6333  
Email: [tcartwright@salzmannhughes.com](mailto:tcartwright@salzmannhughes.com)

Attorney for Shawnee Development, Inc.

COURT OF COMMON PLEAS OF MONROE COUNTY  
FORTY-THIRD JUDICIAL DISTRICT  
COMMONWEALTH OF PENNSYLVANIA

SHAWNEE PRESERVATION SOCIETY,	:	No. 833 CIVIL 2008
HOLLY CADWALLADER,	:	
MARTHA CARBONE and	:	LAND USE APPEAL
TIMOTHY CARBONE, her husband, and	:	
ROBERT L. BOWER,	:	
	:	
Appellants	:	
	:	
vs.	:	
	:	
SMITHFIELD TOWNSHIP BOARD	:	
OF SUPERVISORS,	:	
	:	
Appellee	:	
	:	
vs.	:	
	:	
SHAWNEE DEVELOPMENT, INC., and	:	
C&M SHAWNEE LAND HOLDINGS,	:	
LP,	:	
	:	
Intervenor – Appellees	:	

---

JOINT MOTION TO APPROVE SETTLEMENT AGREEMENT AMENDMENTS

---

AND NOW COMES Shawnee Development, Inc. ("SDI"), Shawnee Preservation Society, Holly Cadwallader, Martha Carbone, Timothy Carbone and Robert L. Bower (collectively "SPS"), and Smithfield Township ("Township") by and through their attorneys, and file this Motion to Approve Amendments to Settlement Agreement in this matter, as follows:

1. The instant matter, a statutory land use appeal ("Appeal"), was filed by SPS on January 28, 2008 and proceeded before the Honorable Ronald E. Vican, President Judge, thereafter.

2. On December 8, 2009, SDI, SPS and the Township entered into a comprehensive Settlement Agreement ("Settlement Agreement") resolving the Appeal.

3. This Court approved the Settlement Agreement on December 30, 2009.

4. Section III.G of the Settlement Agreement provides that any amendments to the Settlement Agreement shall be presented to the Court for approval.

5. Section II.A.2.b.i of the Settlement Agreement provides that SDI shall hold a 500 acre portion of the Shawnee Valley Planned Residential Development ("Option Property") open for purchase "by a governmental or non-profit organization whose purpose is land preservation in its natural state" until November 30, 2012.

6. On or about July 30, 2010, SDI entered into an Option Agreement with the Trust for Public Lands whereby the Trust for Public Lands holds an option to purchase 167 acres of the Option Property ("TPL Option Property").

7. The Trust for Public Land intends on utilizing the TPL Option Property for natural resource protection and public access.

8. The Trust for Public Lands has pursued public funding for purchase of the TPL Option Property from the Pennsylvania Department of Conservation and Natural Resources ("PA DCNR") and the Monroe County Planning Commission ("MCPC").

9. PA DCNR and the MCPC advised TPL and SDI that certain portions of Section II.B.2 of the Settlement Agreement present legal impediments to the provision of public funding.

10. On or about December 22, 2010, SDI and SPS entered into the First Amendment to Settlement Agreement ("First Amendment") in order to modify Section II.B.2 to the satisfaction of PA DCNR and MCPC. A true and correct copy of the First Amendment as attached hereto as Exhibit A.

11. Upon further discussion with PA DCNR and the MCPC, SDI and SPS entered into the Second Amendment to Settlement Agreement ("Second Amendment") dated September 12, 2011 to further clarify Section II.B.2. A true and correct copy of the Second Amendment is attached hereto as Exhibit B.

12. The First Amendment and Second Amendment were presented to and approved by the Board of Supervisors of Smithfield Township at their regularly scheduled meeting on September 13, 2011.

13. PA DCNR and the MCPC have advised TPL that approval of the First Amendment and Second Amendment are prerequisites to the grant of public funding to TPL to purchase the TPL Option Property from SDI.

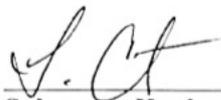
14. The First Amendment and the Second Amendment are in the best interests of all parties involved, in that the Amendments will further the possibility that 167 acres of the Option Property will be purchased by the Trust for Public Lands for conservation and public access purposes.

WHEREFORE, SDI, SPS, and Smithfield Township respectfully request that the Court enter an Order approving the First Amendment to Settlement Agreement and Second Amendment to Settlement Agreement.

Dated: September 15, 2009

Respectfully Submitted,

Salzmann Hughes, PC



Salzmann Hughes, PC  
Tiffany M. Cartwright, Esquire  
Pa. I.D. 88189  
354 Alexander Spring Road, Suite 1  
Carlisle, PA 17015  
(717)-249-6333  
(717)-249-7334 (fax)

*Counsel for Shawnee  
Development, Inc.*

Donald W. Miles



Donald W. Miles, Esq.  
Pa. I.D. 19456  
1814 Homestead Avenue  
Bethlehem, PA 18018  
(610)-865-5147  
(610)-865-5147 (fax)

*Counsel for Shawnee  
Preservation Society, Holly  
Cadwallader, Martha  
Carbone, Timothy Carbone  
and Robert L. Bower*

Martino, Karasek, Martino  
& Lopiano-Reilly, LLP



Martino, Karasek  
Martino & Lopiano-  
Reilly, LLP  
Ronald Karasek, Esquire  
Pa. I.D. 23233  
641 Market Street  
Bangor, PA 18103  
(610)-588-0224  
(610)-588-2088 (fax)

*Counsel for Smithfield  
Township*

CERTIFICATE OF SERVICE

I hereby certify that on the date set forth below a true and correct copy of the foregoing document was served on the following individuals by United States First Class Mail, postage prepaid addressed as follows:

Donald W. Miles, Esquire  
1814 Homestead Avenue  
Bethlehem, PA 18018-2118

*Counsel for Appellants*

Ronald Karasek, Esquire  
Martino, Karasek Martino & Lopiano-Reilly, LLP  
641 Market Street  
Bangor, PA 18103

*Solicitor for Appellee, Smithfield Township Board of Supervisors*

**Date: September 15, 2011**



A handwritten signature in black ink, appearing to be "S. C. H.", is written above a horizontal line.

FIRST AMENDMENT TO SETTLEMENT AGREEMENT

THIS AGREEMENT made and entered into this 22<sup>nd</sup> day of ~~September~~ <sup>December</sup>, 2010 by and between:

SHAWNEE DEVELOPMENT, INC., a subsidiary of Wyndham Vacation Ownership ("Wyndham") with an address of 8427 South Park Circle, Orlando, Florida ("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"),

HOLLY CADWALLADER, an adult individual residing at P.O. Box 430 Shawnee-on-Delaware, Pennsylvania, 18356 ("Cadwallader"),

MARTH 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").<sup>1</sup>

WHEREAS, SDI and the Appellants reached a Settlement Agreement dated December 2009 (approved pursuant to a Joint Motion to Approve Settlement Agreement dated December

<sup>1</sup> Where appropriate in this Amendment, the Shawnee Preservation Society, Cadwallader, Carbones and Bower are collectively referred to as "Appellants."



30, 2009, in the matter of Shawnee Preservation Society et al. v. Smithfield Township Board (Forty-Third Judicial District, No. 833 Civil 2008)) (“Agreement”) regarding a 1,006-acre site in Smithfield and Middle Smithfield Townships, Monroe County, Pennsylvania (“Property”);

WHEREAS, Paragraph II.A.2 of Agreement provides that SDI shall hold open for purchase in fee simple approximately 500 acres of land contained in Stages II and III of the PRD (“Option Land”) and the terms governing a purchase of the Option Land;

WHEREAS, SDI has negotiated an Option Agreement dated July 30, 2010 with the Trust for Public Lands (“TPL Agreement”), attached hereto as Appendix A, the terms of which grant the Trust for Public Lands an exclusive option to purchase approximately 167 acres of the Option Land (“TPL Option Property”);

WHEREAS, Appellants have been provided with information regarding the Trust for Public Land’s intent to use the TPL Option Property for preservation and conservation uses;

WHEREAS, the terms of the TPL Agreement require an Amendment to the Agreement;

WHEREAS, Section III.G. of the Agreement requires that any amendment to the Agreement must be in writing and signed by the parties;

WHEREAS, the parties have reached an agreement on certain terms and conditions to amend the Agreement to reflect the terms of the TPL Agreement; and

WHEREAS, the parties hereto desire to set forth the amended terms and conditions of the Agreement.

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

**II. TERMS OF AMENDMENT**

- A. Acceptance of Agreement.** The material terms of the transaction as contemplated in the TPL Agreement are acceptable to Appellants and do not violate any terms of the Agreement.
- B. Terms Applicable to Property.** The terms of Paragraphs II.A.2.b.iii(a) and (b) of the Agreement shall apply to the TPL Option Property as follows:
1. Paragraph II.A.2.b.iii(a). The TPL Option Property may be purchased by a governmental or non-profit organization whose purpose is land preservation and conservation.
  2. Paragraph II.A.2.b.iii(b). The deed restriction requirement of Paragraph II.A.2.b.iii(b) shall not apply to the TPL Option Property. The parties agree that the TPL Option Property shall be used for conservation purposes only.
- C. Terms Applicable to Remainder of Option Land.** This Amendment shall not affect any of the Option Land that is not included within the TPL Option Property. Rather, the terms of the Agreement, unamended, shall remain in full force and effect for all Option Land that is not included within the TPL Option Property.
- 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.

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.

~~ATTEST:~~ Witness

SDI

*Morgan [Signature]*  
12/22/10

By: *J.P. [Signature]* (SEAL) *[Stamp]*  
Executive Vice President 12/10/2010

ATTEST:

SHAWNEE PRESERVATION SOCIETY

*10/22/10*  
*[Signature]*

By: *Marti Carbone* (SEAL)  
President

ATTEST:

HOLLY CADWALLADER

*11/18/10*  
*[Signature]*

*Holly Cadwallader* (SEAL)

ATTEST:

MARTHA CARBONE

10/24/10  
*DM*

Martha Carbone (SEAL)

ATTEST:

TIM CARBONE

10/24/10  
*DM*

Tim Carbone (SEAL)

ATTEST:

ROBERT L. BOWER

11-10-10  
*DM*

Robert L. Bower (SEAL)

SECOND AMENDMENT TO SETTLEMENT AGREEMENT

THIS AGREEMENT made and entered into this 12<sup>th</sup> day of September, 2011 by and between:

SHAWNEE DEVELOPMENT, INC., a subsidiary of Wyndham Worldwide (“Wyndham”) with an address of 8427 South Park Circle, Orlando, Florida (“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”),

HOLLY CADWALLADER, an adult individual residing at P.O. Box 430 Shawnee-on-Delaware, Pennsylvania, 18356 (“Cadwallader”),

MARTH 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”).<sup>1</sup>

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*

<sup>1</sup> Where appropriate in this Amendment, the Shawnee Preservation Society, Cadwallader, Carbones and Bower are collectively referred to as “Appellants.”

WHEREAS, the parties hereto desire to set forth the amended terms and conditions of the Agreement.

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

## II. TERMS OF AMENDMENT

A. Acceptance of Agreement. The material terms of the transaction as contemplated in the TPL Agreement are acceptable to Appellants and do not violate any terms of the Agreement.

B. Terms Applicable to Property. The provisions of the First Amendment are incorporated herein as if fully set forth, with the following amendment:

1. Section II.B.2. of the First Amendment shall be amended to read as follows:

“Paragraph II.A.2.b.iii(b). The deed restriction requirement of Paragraph II.A.2.b.iii(b) shall not apply to the TPL Option Property.”

2. The provision of Section II.B.2 of the First Amendment that “the parties agree that the TPL Option Property shall be used for conservation purposes only” is deleted in its entirety.

C. Terms Applicable to Remainder of Option Land. This Amendment shall not affect any of the Option Land that is not included within the TPL Option Property. Rather, the terms of the Agreement, unamended, shall remain in full force and effect for all Option Land that is not included within the TPL Option Property.

ATTEST:

HOLLY CADWALLADER

9/9/11

Holly Cadwallader (SEAL)

ATTEST:

MARTHA CARBONE

9/7/11

Martha Carbone (SEAL)

ATTEST:

TIM CARBONE

9/7/11

Tim Carbone (SEAL)

ATTEST:

ROBERT L. BOWER

9-7-11

Robert L. Bower (SEAL)

D. Approval. The parties agree to present this Amendment to the Court of Common Pleas of Monroe County and Smithfield Township for approval according Paragraph III.G.3 of the Agreement.

III. MISCELLANEOUS

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

B. Effective Date. This Agreement shall be effective upon execution.

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.

ATTEST:

SDI

Marci Stolo

By: [Signature] (SEAL)

ATTEST:

SHAWNEE PRESERVATION SOCIETY

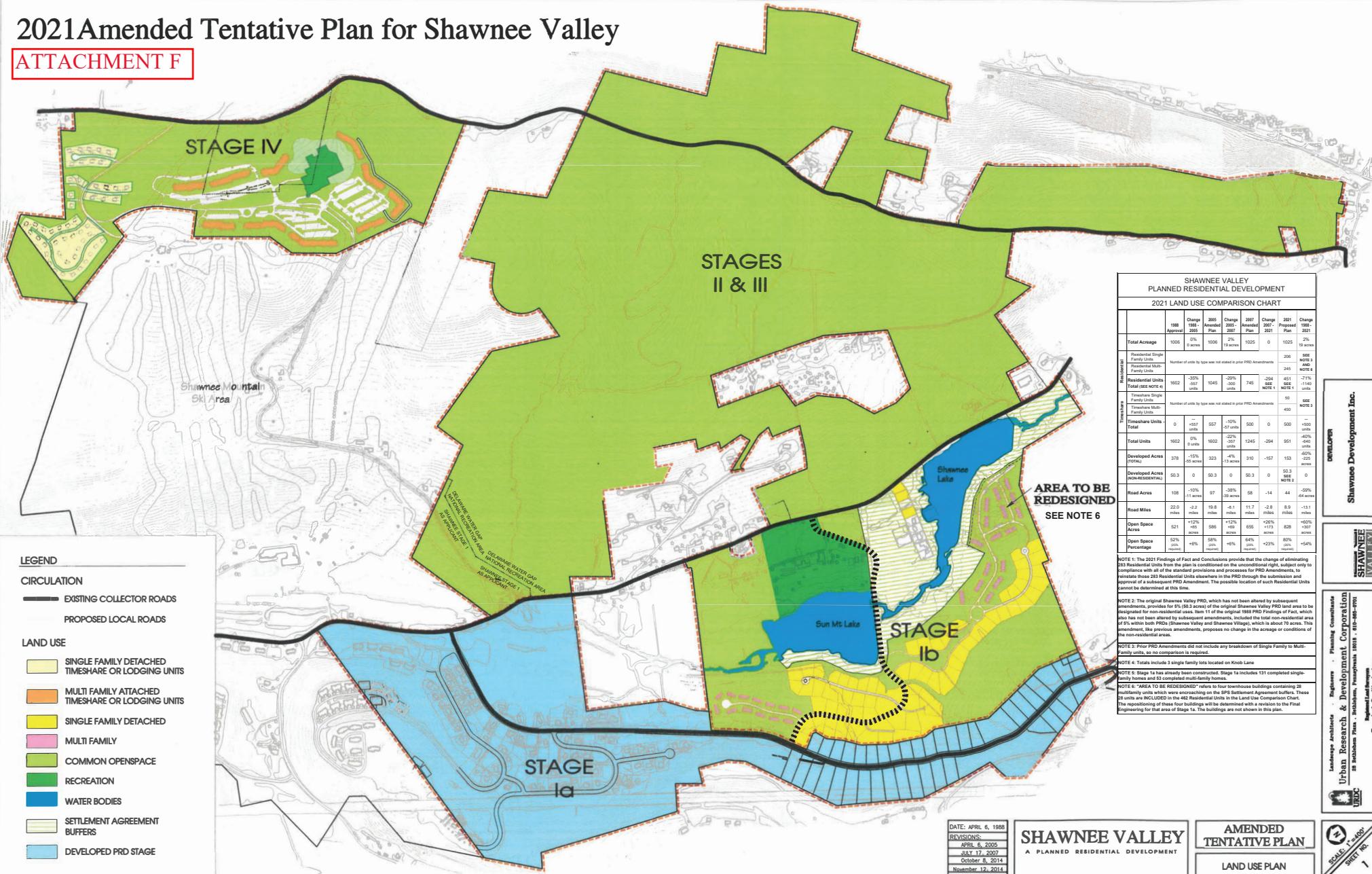
\_\_\_\_\_

By: \_\_\_\_\_ (SEAL)

President

# 2021 Amended Tentative Plan for Shawnee Valley

## ATTACHMENT F



- 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 OPENSACE
  - RECREATION
  - WATER BODIES
  - SETTLEMENT AGREEMENT BUFFERS
  - DEVELOPED PRD STAGE

SHAWNEE VALLEY PLANNED RESIDENTIAL DEVELOPMENT									
2021 LAND USE COMPARISON CHART									
	1988	Change	2005	Change	2007	Change	2021	Change	2021
	Approval	1988-2005	Amended Plan	2005-2007 Amended Plan	2007 Amended Plan	2007-2021 Amended Plan	Proposed Plan	2021 Proposed Plan	Change 1988-2021
Total Acreage	1008	0%	1006	0%	1025	0	1025	0	2%
Residential Single Family Units									206
Residential Multi-Family Units									245
Residential Units Total (see note 4)	1602	-35%	1045	-20%	745	-294	451	-68	-71%
Timeshare Single Family Units									451
Timeshare Multi-Family Units									140
Timeshare Units Total	0	0%	527	-50%	501	0	500	-400	0%
Total Units	1602	0%	1602	-20%	1245	-294	951	-640	-40%
Developed Acres (TOTAL)	378	-15%	323	-4%	310	-157	153	-65%	-22%
Developed Acres (NON-RESIDENTIAL)	50.3	0	50.3	0	50.3	0	50.3	0	0%
Road Acres	108	-10%	97	-38%	58	-14	44	-56%	-54%
Road Miles	22.0	-2	19.8	-11.7	18.6	-2.8	8.9	-13.1	-60%
Open Space Acres	521	+12%	586	+12%	655	+173	828	+107	+20%
Open Space Percentage	52%	+5%	58%	+5%	64%	+23%	81%	+54%	+54%

**NOTE 1:** The 2021 Findings of Fact and Conclusions provide that the change of eliminating 263 Residential Units from the plan is conditioned on the unconditional right, subject only to compliance with all of the standard provisions and processes for PRD Amendments, to eliminate these 263 Residential Units elsewhere in the PRD through the submission and approval of a subsequent PRD Amendment. The possible location of such Residential Units cannot be determined at this time.

**NOTE 2:** The original Shawnee Valley PRD, which has not been altered by subsequent amendments, provides for 5% (53.3 acres) of the original Shawnee Valley PRD land area to be designated for non-residential uses. Item 11 of the original 1988 PRD Findings of Fact, which also has not been altered by subsequent amendments, included the total non-residential area of 5% within both PRDs (Shawnee Valley and Shawnee Village), which is about 70 acres. This amendment, the previous amendments, proposes no change in the acreage or conditions of the non-residential areas.

**NOTE 3:** Prior PRD Amendments did not include any breakdown of Single Family to Multi-Family units, so no comparison is required.

**NOTE 4:** Totals include 3 single family lots located on Knob Lane.

**NOTE 5:** Stage 1a has already been constructed. Stage 1a includes 131 completed single-family homes and 53 completed multi-family homes.

**NOTE 6:** "AREA TO BE REDESIGNED" refers to four townhouse buildings containing 28 multifamily units which were encroaching on the SPB Settlement Agreement buffers. These 28 units are INCLUDED in the 462 Residential Units in the Land Use Comparison Chart. The disposition of these four buildings will be determined with a revision to the Final Engineering for that area of Stage 1a. The buildings are not shown in this plan.

DATE: APRIL 6, 1988  
 REVISIONS:  
 APRIL 6, 2005  
 JULY 17, 2007  
 OCTOBER 5, 2014  
 NOVEMBER 12, 2014  
 JULY 14, 2021  
 JANUARY 5, 2022

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

**AMENDED TENTATIVE PLAN**  
 LAND USE PLAN

DEVELOPER  
**Shawnee Development Inc.**

SHAWNEE VALLEY

LENDAGE ARCHITECTS  
 URBAN RESEARCH & DEVELOPMENT CORPORATION  
 IN SHAWNEE TWP., SHAWNEE, PENNSYLVANIA 18154 • 410-540-0707

SCALE: 1"=400'  
 SHEET NO. 1