

**SMITHFIELD TOWNSHIP BOARD OF SUPERVISORS
1155 Red Fox Road
East Stroudsburg, PA
December 13, 2023, 6 p.m.**

APPLICATION OF HEALTHY MINDS PARTNERS LLC

EXHIBIT LIST

- A-1 Application, Project Narrative, Initial Plan Set
- A-2 Deed and Redacted Lease Agreement
- A-3 Testimonials
- A-4 Illustrative Aerial
- A-5 Water Gap Golf Rules
- A-6 Charles Niclaus, P.E. CV
- A-7 LVL Completeness Review – August 28, 2023
- A-8 LVL Application Review No. 1 – September 12, 2023
- A-9 Responsive Resubmission – September 26, 2023
- A-10 Dansbury Design & Drafting Floor Plans and Elevation
- A-11 LVL Application Review No. 2 – October 10, 2023
- A-12 Dansbury Design & Drafting Viewshed Renderings
- A-13 Charles Schmehl CV

A-1 Application, Project Narrative, Initial Plan Set

PROJECT NARRATIVE FOR HEALTHY MINDS TREATMENT CENTER

PROJECT DESCRIPTION

The Healthy Minds Treatment Center (“Healthy Minds” or “Treatment Center”) will be an inpatient behavioral health rehabilitation center with a proposed capacity of 60 beds. Residential Treatment Centers are permitted through the Conditional Use application process. A description of the proposed Project and an outline of compliance with the requirements of the Zoning Ordinance and referenced regulations are provided in this narrative.

THE PROPERTY AND ITS HISTORY

The Treatment Center will be located on a portion of the former Wolf Hollow Country Club. Healthy Minds LLC will operate on the portion of the former country club that is a 33.74-acre parcel identified as Parcel ID 16.9.1.22 that lies along Totts Gap Road in Smithfield Township, Pennsylvania. Healthy Minds will construct a main building and additional improvements to the property and its infrastructure.

OWNERSHIP OF PROPERTY

The Healthy Minds Treatment Center property is owned by Water Gap Acquisitions Partners LLC, pursuant to a deed recorded in the Office of the Recorder of Deeds for Monroe County, Pennsylvania on April 16, 2013 in Record Book 2418 on Starting Page 6739. Parcel 16.9.1.22

Pursuant to a Property Lease Agreement dated XXX, Water Gap Acquisitions Partners LLC has agreed to lease the property to a Healthy Minds Partners LLC.

PROGRAM OVERVIEW

Healthy Minds Treatment Center will be a private, sub-acute and freestanding Inpatient behavioral health Alcohol Rehabilitation Center (“Residential Treatment Center”). The facility will be licensed by and under the jurisdiction of the Pennsylvania Department of Drug and Alcohol Programs and the Department of Health Services. This co-ed facility will provide clients with the opportunity to engage in the process of self-reflection and change, leading to recovery from mental illness and dependency and a return to a chemical-free, productive life.

PHILOSOPHY AND PURPOSE

The rehabilitation program at Healthy Minds is based upon the belief that mental illness, alcoholism, and drug dependency are primary diseases. The program is designed to recognize and affirm that a person suffering from mental illness or substance dependency has the capacity to:

- Abstain from all mood-altering substances
- Achieve his or her potential
- Demonstrate personal freedom and responsibility
- Exercise self-determination and personal choice
- Realize personal growth and change, and
- Form meaningful, workable relationships with the world outside of himself or herself

Each of the foregoing factors is vital to recovery from mental illness and substance dependency.

PROGRAM FRAMEWORK

GOALS OF TREATMENT

The mission of Healthy Minds rehabilitation program is to assist the adult suffering from mental illness and substance dependency to achieve three (3) long-term goals:

1. Education and skill-building, helping individuals develop coping skills and improve their understanding of their conditions.
2. Medication evaluation, adjustment, or initiation to provide symptom relief and overall well-being.
3. Relapse prevention by equipping individuals with the necessary tools and strategies to prevent relapse.
4. Aftercare planning, including developing a comprehensive aftercare plan, connecting clients with appropriate resources, and establishing ongoing support systems such as outpatient therapy or support groups.

ADMISSION CRITERIA

The treatment facility will provide in-patient services to those individuals who have been identified as experiencing difficulties due to mental illness or the use of drugs and/or alcohol. To qualify for admission to the treatment program, the individual must be at least eighteen (18) years of age and must have sufficient hearing, speech, and verbal skills to effectively participate in the therapy offered.

TREATMENT OVERVIEW -Residential Treatment

Residential treatment is an intensive phase of behavioral health treatment. Initially, clients present their personal history to their psychotherapy group, and a personalized treatment plan is created. Each client is assigned a treatment team that includes a psychiatrist or psychiatric nurse practitioner, a primary therapist, and a case manager.

Clients are enrolled in a structured program daily, seven days per week. Each day, clients participate in multiple group talk therapy sessions, which include discussions on various topics, like spirituality, relapse prevention, conflict resolution, and stress management. Clients also receive one-on-one counseling sessions with their primary therapist no less than weekly and meet regularly with a psychiatrist or psychiatric nurse practitioner for additional counseling and medication management.

The goal of programming is to address any problems that may hinder the client's progress, to remove obstacles to the client achieving the maximum benefit from treatment, and to equip clients with the skills and coping strategies necessary to live a safe and productive life.

Government Regulations and Licensure

The treatment center will maintain all required licenses and permits from the Pennsylvania Department of Drug and Alcohol Programs, the Pennsylvania Department of Human Services, the Pennsylvania Department of Labor and Industry, and Monroe County. The applicable state regulations with which Healthy Minds must comply cover all aspects of operating a licensed and accredited treatment center, include:

- Staffing Requirements
- Qualifications of Staff
- Certification of Programs
- Physical plant requirements
- Size and design of counseling areas
- Size and design of resident accommodations
- Intake and admission procedures
- Nature of treatment and programs
- Security
- State inspections

Hours of Operation

The treatment center will be open 24 hours per day, 365 days per year.

Number of Clients (Residents)

The maximum number of clients will be 60.

Reserved Beds for Veterans

Healthy Minds will reserve five percent (5%) of its available beds for veterans regardless of their ability to pay.

Limitation to In-patient Treatment Only

All services shall be in-patient. There will be no outpatient counseling or programs.

Length of Stay

The length of stay for each client is expected to range from 25-40 days.

Prohibited Items

The following items can be harmful or potentially harmful to clients or others while in the therapeutic environment and are therefore prohibited:

- Straight edge razors
- Aerosol cans
- Any items containing alcohol.
- Guns, knives, scissors, or weapon-type objects
- Toxic magic markers
- Nail clippers

Upon admission, the client's belongings, including suitcases, clothes, purses and wallets, are searched to insure that no impermissible items are present.

Clients are not permitted to have a vehicle at the treatment center. All clients will be dropped off and picked up.

Dress Code

Clients will be required to abide by the dress code instituted by Healthy Minds.

Client Intake and Assessment

To be admitted to Healthy Minds Treatment Center, a prospective client must meet a comprehensive set of admission criteria. In connection with admission into the program, each client must undergo a series of detailed screenings and assessments, including:

- Physical assessment
- Screening for signs of abuse
- Screening for domestic violence
- Nursing history and assessment
- Assessment for impaired cognitive functioning
- Mini mental state exam
- Mental status screening
- Psychiatric evaluation
- Emotional, behavioral and cognitive screening assessment
- Nutritional assessment
- Legal history and screening
- Screening for client risk of self-harm
- Screening for the risk of violence

The various assessments are completed to identify client needs, provide comprehensive treatment, and to identify the need for services that are beyond the scope of those provided by the Healthy Minds Treatment Center.

The admission criteria are further designed to identify persons who both wish to obtain treatment and who can be helped by the available programs at the facility. Persons who are suffering from a medical disorder that requires acute medical care are not eligible for admission. A person who appears to present potential to be a management problem whereby his or her behavior would cause harm, injury or major distress to others or to the therapeutic environment will not be admitted into the program. If a prospective client does not meet the admission criteria, the staff will seek to recommend a resource with the potential to meet the client's needs.

Healthy Minds Treatment Center will not accept clients who are referred to the facility to attend court-ordered mandatory rehabilitation treatment as part of their criminal sentence.

Voluntary Termination of Treatment

If a client indicates an intention to terminate his or her treatment and wishes to depart from the Treatment Center against medical or clinical advice, the staff will seek to intervene to encourage the client to complete their treatment. If a client nevertheless insists on voluntarily terminating his or her treatment, the Treatment Center will call the client's emergency contact and request that the client be transported from the facility. If the emergency contact is unable or unwilling to come for the client, staff will make alternative arrangements for the transport to the client's final destination.

Involuntary Termination of Treatment

Any client whose behavior becomes detrimental to his or her ability to benefit from therapy, or when it affects another client or the general client community, may be issued a therapeutic discharge. Among the actions that may cause the involuntary termination of treatment are acts of physical violence, use of alcohol or drugs, or refusal to participate in scheduled activities, refusal to follow rules and regulations and consistent behavior that is disruptive to the overall client community or detrimental to the recovery of other clients. If a client's treatment is involuntarily terminated, the Treatment Center will call the client's emergency contact and request that the client be transported from the facility. If the emergency contact is unable or unwilling to come for the client, the client will be transported from the facility in the same manner as described above for the voluntary termination of treatment.

Staffing

The Treatment Center must comply with the staffing requirements established by the Pennsylvania Department of Drug and Alcohol Programs and the Pennsylvania Department of Health Services for a licensed facility. The total number of staff to residents overall over 3 shifts is expected to be approximately 1.2:1.

The total number of staff at peak period, which is first shift during normal working hours, is expected to be 40 staff, or 0.66:1. During second shift, total staff is expected to be 20 people, or 0.33:1, and overnight, total staff is expected to be 10 people, or 0.17:1.

Clinical staff members must meet the appropriate educational and experiential qualifications and receive training as required by the applicable Pennsylvania regulations.

The following is the anticipated staffing and daily schedule:

- Nurses: 24 hour coverage in three shifts – 7am – 3pm, 3pm – 11pm, and 11pm – 7 pm.
- Counselors and Clinical Administration: 8am – 4:30pm
- Clinical Aides: 3pm – 11pm, 11pm-8am
- Maintenance Personnel: 7am-3pm; on call for emergencies
- Medical Staff: 8am – 4:30pm; on call at other times

Security Protocols

The Treatment Center will comply with all security regulations applicable to licensed facilities. There will be 24 hour per day, 365 days per year on-site supervision by trained personnel. In addition, the facility will be served by an electronic surveillance system that will be monitored at all times by a trained staff member. The surveillance system will be installed in such a manner as to allow for the perimeter of the property to be viewed by video monitors. The video monitors will be located in a separate room in the facility and monitored by trained personnel on a continuous basis, similar to such video surveillance systems utilized for security purposes in modern business and property management.

Staff is on “awake” duty around the clock and responsible to perform security and safety surveillance activities and roll call as a part of their shift responsibilities. During “off hours,” staff performs rounds on a frequent but unscheduled basis to insure the safety and security of the facility and clients. Staff conduct client “bed checks” throughout the evening and staff are trained in the procedures to take if a client is determined to be missing.

Visitation

Visitation shall be permitted on Sundays between 12pm and 5pm. Visitors shall be at least thirteen (13) years old and are limited to immediate family of the client. Each client is allowed visitors one Sunday per month and a maximum of three (3) family members for visitation. Visitation on other days of the week is limited and permitted on an “as necessary” basis when accommodations can be made.

Based upon a full occupancy of 60 beds, it is anticipated that there will be approximately 15 visitors on any given Sunday. There will be few visitors on other days of the week.

Visitation shall be conducted in the central living room of the building. Visitors are not permitted in any client bedrooms. Visitors also must comply with the facility’s dress code and will be required to attend any meetings scheduled during visiting hours. Any packages brought for a client will be inspected by a staff member before being given to the client.

Outside Deliveries

It is anticipated that the facility will have 2 or 3 trucks making deliveries 2 or 3 times per week, typically between the hours of 9am and 11am. These deliveries will be for food and other necessary supplies.

Emergency Services

The Treatment Center will have a written plan for emergency services that complies with the licensing requirements of the Pennsylvania Department of Drug and Alcohol Programs and the Pennsylvania Department of Health Services. Emergency medical and psychiatric services are accessible through Lehigh Valley Hospital-Pocono and St Luke's Hospital - Monroe. Transportation to and from any emergency service facility will be coordinated by Treatment Center staff. The client will be transported by a Treatment Center staff member or by an ambulance service with which Healthy Minds is contracted.

Police protection will be provided by the Pennsylvania State Police and the Stroud Area Regional Police. Fire protection will be provided by the Delaware Water Gap Fire Company and the Stroudsburg Borough Fire House

Conditional Use Application

A Conditional Use application and fee has been provided with the submittal to the Zoning Officer. It includes:

- One application for a public hearing complete and properly prepared. Forms furnished by the Township.
- Ten copies of a tentative site development plan of the conditional use.
- Ten copies of a statement of purpose and extent of the conditional use.
 1. This statement should outline in detail the conditional use, any future changes and present and future ownership.
 2. This statement is presented above and as follows.

Site Development Plans

Ten copies of Six Site Development Plan sheets have been provided that show the requirements of Chapter 27 Section 705 Ordinance requirements. The purpose of the site plan is to evaluate the ability of the project to meet the conditional use criteria contained herein and not necessarily to give final approval when further submissions under the Township's Subdivision and Land Development Ordinance [Chapter 22] or other Township Ordinances are required.

Drainage

Runoff from the site drains overland to the Northeast and eventually drains into Cherry Creek (Defined specifically in the PA Chapter 93 code as Cherry Creek – Basin, LR 45010 Bridge to Mouth – CWF, MF).

For a water quality and streambank erosion water quality BMP, the subsurface infiltration system detains the proposed conditions for the 2-year, 24-hour design storm to the existing 1-year, 24-hour flow as displayed below:

Volume to BMPs

2-Year Rainfall:

3.33 in

UG Detention System (BMP 1)	Soil Type	Area (sf)	Area (ac)	CN	S	Ia (0.2*s)	Q Runoff¹ (in)	Runoff Volume² (ft³)
<i>Impervious</i>	<i>D</i>	41,815	0.96	98	0.20	0.04	3.10	10792
<i>Lawn</i>	<i>D</i>	21,780	0.50	89	1.24	0.25	2.20	3994
TOTAL		63,595	1.460					14,786

It will be necessary to compute the pre- and post-development peak flow rates for the 2-, 5-, 10-, 25-, 50-, and 100-year storm frequencies to meet Smithfield Township requirements. The post-development rates can not exceed the pre-development 1-, 2-, 5-, 10-, 25-, 50-, and 100-year storms respectively. Post-development stage-storage volume, inflow hydrographs, basin routing, and outflow hydrographs for the basin infiltration system will be produced with Hydraflow Hydrographs Extension for AutoCAD Civil 3D 2020 for the Land Development Plan submittal. A Report titled Soil Feasibility Evaluation for Healthy Minds Treatment Center is attached and provides soil test reports, regulatory guidance and map locations with a conclusion that the project has areas deemed generally suitable for the Treatment Center. Infiltration/permeability testing will be needed for the final design Land Development stage of the project.

The overall stormwater management concept for the project will be designed in accordance with Chapter 26 Part 2 Subsection 222 of the Smithfield Township code and NPDES Storm Water permitting for projects with earth disturbance greater than one acre. Groundwater Recharge requirements are met by providing the required capacity within the subsurface infiltration system. The basin as approximately (can be enlarged or reduced) shown should reasonably control Township Ordinance and NPDES requirements when final design is completed and Land Development requirements apply.

Landscaping Plans

A Landscaping Plan in the Site Development set offers information that is sufficiently detailed and illustrative to determine compliance with § 27-502, Subsection 7 and the buffering and screening requirements contained therein, but final landscaping plans are being deferred to the land development stage of approval.

Lighting Plans

A Lighting Plan in the Site Development set offers information that is sufficiently detailed and illustrative to provide illumination of areas for motor vehicle access, off-street parking, off-street loading and similar areas.

Signage

There are no signs proposed at this time. It is understood that any future signs would be subject to all Ordinance requirements of the Township.

Wetlands

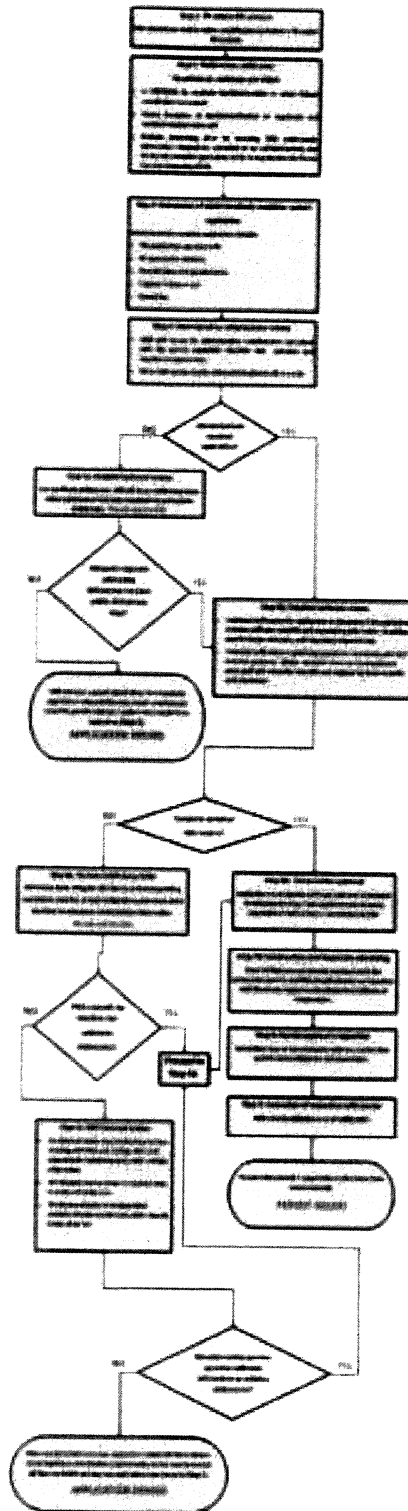
A wetlands presence/absence assessment was completed for the project area that included a map depicting approximate wetlands locations. A copy of the assessment is attached at the end of this Narrative. Wetlands and other regulated waters were identified on the 32 acre site, but not within the project earth disturbance area.

Sanitary Sewage Treatment and Disposal

A Report titled Soil Feasibility Evaluation for Healthy Minds Treatment Center is attached and provides soil test reports, regulatory guidance and map locations with a conclusion that the project has areas deemed generally suitable for the Treatment Center anticipated flows of 8,100 gpd.

Water Supply

Water supply will be provided by an on-site well and will require permitting through the PA DEP. A quick review of the geology shows two rock types on site. These are the Bloomsburg and the Decker Formation through the Poxono Island Formation, undivided. These are two of the more prolific water producing wells in Monroe County which indicates a likelihood for success and feasibility of the Water system. Locating the well will include investigation of wellhead protection radii and protection provisions like the prohibition of pesticides and herbicides. Also, no chemical or petroleum storage will be allowed near the well. A Permit Flow Chart is offered below. It shows the necessary planning and design functions that will be required for the Land Development phase of the project and beyond.



Traffic Assessment

A Traffic assessment has been included as an attachment in the back of this Narrative that derives trip generation figures and use description criteria to arrive at a direct project related impact basis. Smithfield Township Ordinance Section 27-404A has a Traffic Impact Study requirement for generation of over 500 trip-ends. The maximum anticipated Daily vehicular trips of 264 does not reach that threshold. Therefore this Assessment is offered with the conclusion that a Traffic Impact Study is not required for this project.

Community Impacts

The proposed use will not have a detrimental impact on adjacent properties. The private facility is set back from the road in a secure setting governed by strict regulations and standards of care. The large golf course around it is being preserved and will still function as it presently does. The new use does not produce a significant negative impact on the property values of adjacent properties nor does it create potential nuisance impacts related to noise, odors, vibrations or glare. Residential treatment programs of this type are in great need as communities continue to cope with tragic losses that can be mitigated through these programs.

If the proposed use is one judged to present detrimental impacts through the upcoming Hearing process, it is agreed that an approval could be conditioned in such a manner as to eliminate or substantially reduce those impacts.

The use will have a positive effect on the environment by expanding landscape use, retaining all trees in the project area, providing NPDES permitted Best Management Practices for stormwater control. It will also promote job creation with 70 new staff, improve the economy during construction with taxable wages and after with an increased property tax base. Open space preservation is being maintained by the continuation of the golf course use over most of the property and numerous other factors being offered like desperately needed Treatment, Security and community presence which all reasonably relate to the health, safety and general welfare of present and/or future residents of Smithfield Township.

The granting of an approval will not cause an economic burden on community facilities or services including, but not limited to, highways (the traffic assessment confirms little trip generation and the access is close to Cherry Valley Road which is Collector type road/legislative route and connects to highways in two directions, Rt 611 to the east and Route 191 to the west), sewage treatment facilities (an on-site community system will be provided at the cost of the project as well as the maintenance to be provided), water supplies (an on-site potable well/water system will be provided at the cost of the project as well as the maintenance to be provided), and firefighting capabilities (a fire sprinkler system is proposed). The applicant agrees to be responsible for providing such improvements or additional services as may be required to adequately serve the proposed use and any approval shall be so conditioned. The Township is understood be authorized, subject to the limitations of the Pennsylvania Municipalities Planning Code, to request fees in support of such services where they cannot be directly provided by the applicant.

The site plan indicates the property will be developed and improved in a way which is consistent with that character of Township Ordinances and the Township's Comprehensive Plan, and is intended to

produce or protect, including appropriate landscaping and attention to aesthetics and natural feature preservation. Existing trees have been designed around and specifically targeted to remain while the site improvements are generously adorned with new and prolific landscaping.

On-site Activities and Operations

The nature of the on-site activities and operations, with minimal materials stored and closely secured by government regulations for Health and Safety, does not have a frequency of distribution and restocking like a manufacturing or retail use, the duration period of storage of materials is minimal due to regulated expirations, and the methods for disposal of any surplus or damaged materials is in strict compliance with Health industry standards. The opening part of this narrative furnishes evidence that the disposal of materials will be accomplished in a manner that complies with state and federal regulations. All other domestic type wastes are removed via dumpster where shown on the Site plan.

The general scale of the operation, in terms of its market area, specific floor space requirements for each activity, the total number of employees on each shift, the number of shifts, the hours of operation, and overall site size are contained in the opening art of this narrative.

Minimal environmental impacts are likely to be generated (e.g., odor, noise, smoke, dust, litter, glare, vibration, electrical disturbance, radiation, wastewater, stormwater, solid waste) because the plans and narrative identify specific measures employed to mitigate or eliminate any such negative impacts. The opening narrative furnishes evidence that the impacts generated by the proposed use fall within acceptable levels as regulated by applicable laws and ordinances.

The Site Plan presents credible evidence that the number of off-street parking spaces provided for the use is adequate and follows Township requirements. Delivery type vehicles (tractor trailer trucks are not anticipated but turning movements have been evaluated and found adequate to accommodate WB – 50 trucks if one enters the site or needs to be unloaded) meet the expected demand generated by the proposed use and its related activities and an appropriate space has been provided for such.

ATTACHMENTS:

WETLANDS ASSESSMENT

SOILS FEASIBILITY EVALUATION

TRAFFIC TRIP GENERATION ASSESSMENT

CONDITIONAL USE PLANS SET



525 Main Street, Suite 200, Stroudsburg, PA 18360
272.200.2050 272.200.2051
barryisett.com

Date: August 14, 2023
Project #: 1072123.000
Service Task: 01WETEA

To: Healthy Minds Partners, LLC
Attention: Mr. Daniel Harvey
Address: 57 South Point Drive Unit 1003, Miami FL 33139
From: Michael C. Ronco, PWS
Copy to: File

RE: **HEALTHY MINDS TREATMENT CENTER – CONDITIONAL USE PLAN**
Smithfield Township, Monroe County, Pennsylvania
Wetland Presence/Absence Evaluation

Barry Isett & Associates Inc. (Isett) conducted a wetland presence/absence evaluation on August 9, 2023, for a 33.74-acre parcel (Monroe County Parcel Map No. 1673100055514) at the corner of Cherry Valley Road and Totts Gap Road in Smithfield Township. An approximate 3-acre project area proposed for development is located on the northeastern portion of the parcel. Wetlands and other regulated waters were identified onsite but not within the project area. A preliminary assessment area map depicting approximate locations of wetlands and other regulated waters is attached to this memo.

The assessment was conducted in accordance with the *1987 Corps of Engineers Wetlands Delineation Manual* (1987 Manual) and the *2012 Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Northcentral and Northeast Region* (Regional Supplement). According to these sources, positive evidence of hydrophytic vegetation, hydric soils and wetland hydrology is required to make a wetland determination. Palustrine emergent and scrub/shrub wetlands were identified onsite as shown approximately on the preliminary assessment area map.

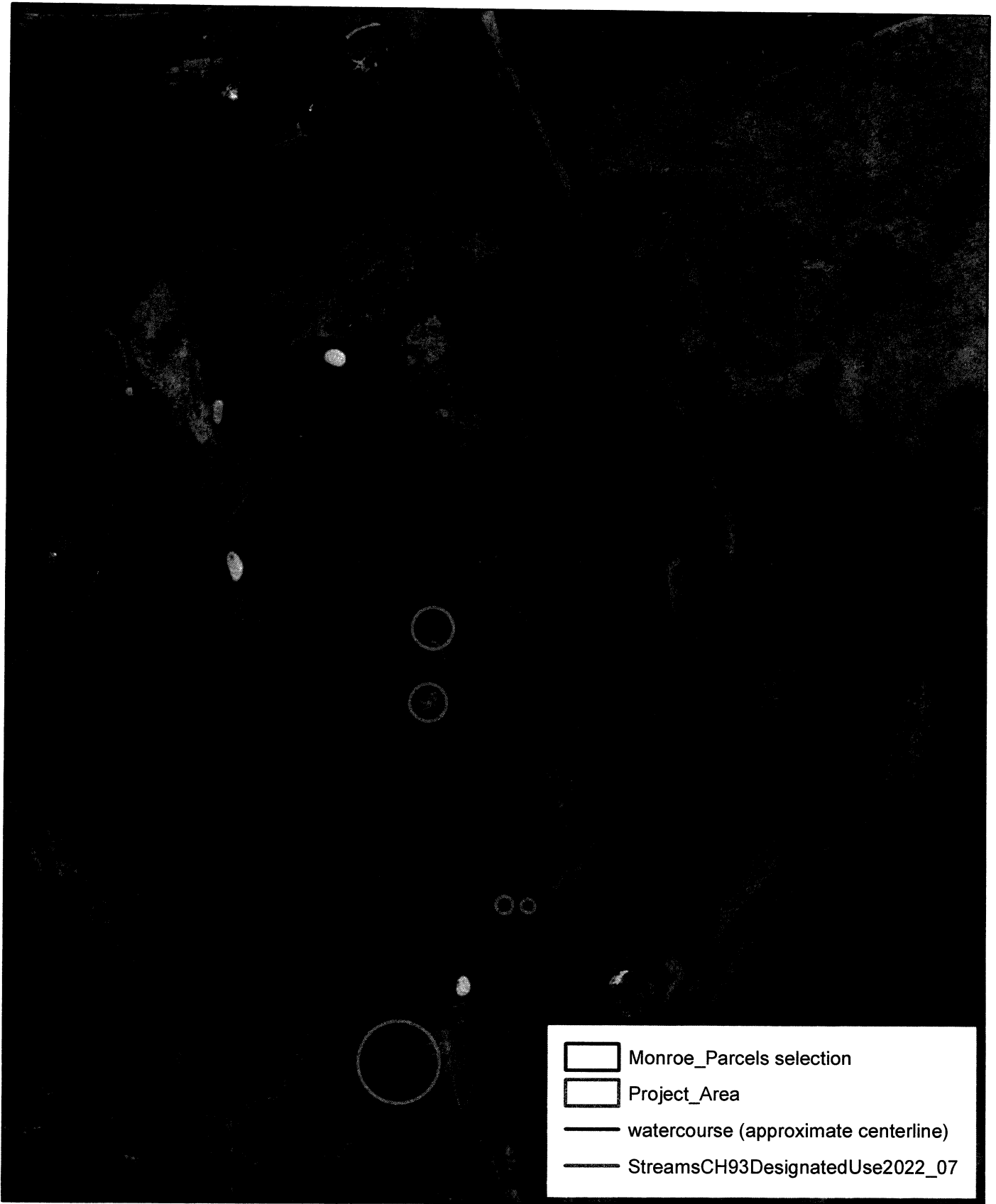
The Pennsylvania (PA) Code, Chapter 105 *Dam Safety and Waterway Management* of Title 25 *Environmental Protection*, defines a watercourse as a channel or conveyance of surface water having defined bed and banks, whether natural or artificial with perennial or intermittent flow. Both perennial and intermittent watercourses are located onsite and are regulated in PA under Chapter 105 and Chapter 102 *Erosion and Sediment Control*.





These conclusions are based upon the training and experience of the evaluator, as well as the findings and observations of site conditions that were apparent at the time of the investigation. A formal wetland delineation is recommended prior to land development planning. Coordination with the Monroe County Conservation District is recommended prior to any encroachment or impact to wetlands or other regulated waters. Additionally, coordination with the U.S. Fish and Wildlife Service is needed to resolve potential impacts identified on a Pennsylvania Natural Diversity Inventory (PNDI-793483) search for this project.

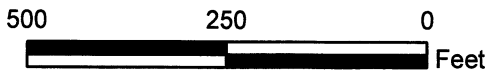
Michael C. Ronco, PWS
Professional Scientist
Environmental Department



Memo



	Monroe_Parcels selection
	Project_Area
	watercourse (approximate centerline)
	StreamsCH93DesignatedUse2022_07



Approximate wetland location

Healthy Minds Treatment Center
PEMA Aerial Photograph, 2018
www.pasda.psu.edu



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SOIL FEASIBILITY EVALUATION

FOR

WATER GAP WELLNESS - TREATMENT CENTER

Smithfield Township, Monroe County, Pennsylvania

Isett Project No.: 01072123.000-01-03SEWSG

Date: August 1, 2023

1.0 INTRODUCTION

Barry Isett and Associates, Inc. (Isett) was retained to evaluate soils in connection with the proposed treatment center at the Water Gap Wellness property. Located near the southwest corner of Cherry Valley Road and Totts Gap Road with an area of 33.74 acres on the west side of Totts Gap Road in Smithfield Township, Monroe County, Pennsylvania. The purpose of this evaluation was to assess the general feasibility of the soils to support both onlot sewage disposal and stormwater infiltration.

The subject site is currently a portion of a golf course; however no sewage is currently generated on the subject site. It is estimated from 25 PA Code Chapter 73.17(b) that the proposed treatment center will generate approximately 8,100 gallons per day of sewage effluent. This flow estimate assumes the treatment center will have 60 beds at 125 gallons per room and 60 employees at 10 gallons per employee.

2.0 TESTING

On July 17, 2023, thirteen (13) backhoe excavations (TP-1 through TP-13) were prepared to evaluate soil profiles. The morphologic characteristics of the soils (i.e. horizon thickness, color, texture, structure, consistence, coarse fragment content, etc.) were documented by Isett's qualified soil scientist. Limiting conditions, such as depth to bedrock, low permeability zones and special geologic features were noted, if present. The locations of these excavations are depicted on the attached test location plan.

According to the USDA/NRCS Custom Soil Resource Report for Monroe County, Pennsylvania, the soils within the study areas are mapped as Wyoming gravelly sandy loam. Given the soil characteristic encountered, Isett confirmed the on-site soils to be representative of the Wyoming series, including taxadjuncts.

Wyoming series consists of very deep, somewhat excessively drained soil formed in gravelly, water-sorted material derived from red and gray sandstone, siltstone, and shale. Solum thickness typically ranges from 18 to 35 inches. Depth to bedrock is typically 10 feet or more.

Isett found the soil characteristics to be fairly consistent throughout the study area. Topsoil generally consisted of dark brown silt loam to sandy loam with granular structure and friable consistence. Subsoil materials were brown to light brown, gravelly to very gravelly, loam to sandy loam with friable consistence. The substratum ranged from brown extremely gravelly sandy loam with single grain structure and very friable consistence to reddish brown silt loam with massive structure and firm consistence.

Redoximorphic features were observed at depths starting at 15 inches bgs to 60 inches bgs. No competent bedrock or open voids were observed within any of the excavations. Detailed soil profile descriptions of four soil profiles are attached showing the general soil conditions for each drainage class encountered.

3.0 FEASIBILITY

New land development projects must go through sewage facilities planning. Sewage facilities planning requires that suitable soils are available for conventional onlot sewage disposal; alternate shallow limiting zone systems do not qualify for sewage facilities planning purposes. For a project of this nature, soils must be identified for primary and replacement disposal systems. Conventional in-ground onlot sewage disposal systems require a minimum of 60 inches of suitable soil above an observed limiting zone (LZ). Conventional elevated sand mound (ESM) and spray irrigation systems require a minimum of 20 inches of suitable soil above any observed LZ. At-grade beds with conventional treatment require a minimum 48 inches of suitable soil above any observed LZ.

Table 1. Limiting Zone Depths/Conditions

Test Location	Limiting Zone Depth	Limiting Zone Condition	Suitability for Onlot Septic
TP-1	N/A	Not Encountered	N/A*
TP-2	N/A	Not Encountered	N/A*
TP-3	60"	Redox	N/A*
TP-4	52"	Redox	At-Grade Bed
TP-5	N/A	Not Encountered	Conventional in-ground
TP-6	32"	Redox	Conventional ESM
TP-7	20"	Redox	Conventional ESM
TP-8	28"	Redox	Conventional ESM
TP-9	34"	Redox	Conventional ESM
TP-10	20"	Redox	Conventional ESM
TP-11	15"	Redox	Unsuitable
TP-12	55"	Redox	At-Grade Bed
TP-13	N/A	Not Encountered	Conventional in-ground

*Evaluated for feasibility for stormwater infiltration.

Based on our review of these preliminary excavations, we do not anticipate difficulty sitting elevated systems to serve as primary and replacement area for the proposed peak sewage flows of 8,100 GPD, previously described.

Suitability for onlot septic use will ultimately require formal testing with Smithfield Township and the Pennsylvania Department of Environmental Protection (PA DEP). Additional text excavations will be required. The size of the proposed absorption areas will be determined based on the anticipated peak

daily flow and the percolation rate of the soil encountered during formal testing with the appropriate agencies.

4.0 CONCLUSIONS

Onlot Sewage Disposal

Isett has determined the morphologic characteristics of the soils to be representative of the Wyoming series, including taxadjuncts. Isett observed limiting conditions starting at depths ranging from 15 to 60 inches bgs, which are suitable for elevated systems. Siting systems (primary and replacement) to support the proposed treatment center (8,100 GPD) should be feasible assuming satisfactory percolation rates. Formal testing, coordinated with the appropriate agencies, will be required as the project moves forward.

Sewage facilities planning requires demonstrating suitable soils are available for conventional onlot sewage disposal. However, the use of drip irrigation, an alternate technology, could be explored following planning approval. Drip irrigation is a subsurface system that could be utilized to continue the use of the existing golf course, if desired.

Stormwater Infiltration Evaluation

Isett has also determined that the morphologic characteristics of the soils in the vicinity of TP-1 through TP-3 are generally consistent with the soil characteristics prescribed in Appendix C (p.6) of the BMP Manual. Additional infiltration testing will be required to confirm the permeability of the soils are within the range of rates preferred by the reviewing agencies. If the infiltration testing reveals rates exceeding those preferred by reviewing agencies, soil amendments can be utilized to slow the infiltration rates until rates preferred by reviewing agencies are achieved.

5.0 RECOMMENDATIONS

Preliminary septic soil testing has identified potential areas generally suitable to serve the proposed flows generated from the proposed treatment center. However, formal testing will be required with the appropriate agencies. Below is a list of the recommended next steps.

1. Submit a PA DEP sewage facilities planning module application mailer describing the project and project sewage flows.
2. Schedule a pre-application technical meeting with the appropriate PA DEP staff to review the proposed project. This meeting will allow the DEP to voice any project concerns and identify the required testing/permitting procedures that are likely.
3. Conduct formal soil testing with PA DEP and the Smithfield Township Sewage Enforcement Officer to delineate the required primary and replacement absorption areas.
4. Given the proposed sewage flows, it is likely that a hydrogeologic study will be required for sewage facilities planning purposes. The need for a hydrogeologic study will be identified when PA DEP responds to the sewage facilities planning module application mailer. If a hydrogeologic study is required, the scope of the requested study will be established between the consultant and the PA DEP's hydrogeologist.
5. Compile the information from all the necessary studies outlined in the PA DEP's planning mailer response into the appropriate sewage planning module. The module will need approval by the Township, County and PA DEP. The County and Township each have 60

days to complete their reviews, which are not concurrent. The PA DEP may take up to 120 days to complete their review and may request an additional 60-day extension, if they desire. These reviews will take place after the necessary studies identified in the sewage facilities planning module application mailer have been conducted and a complete sewage planning module has been submitted.

7.0 DISCLAIMER

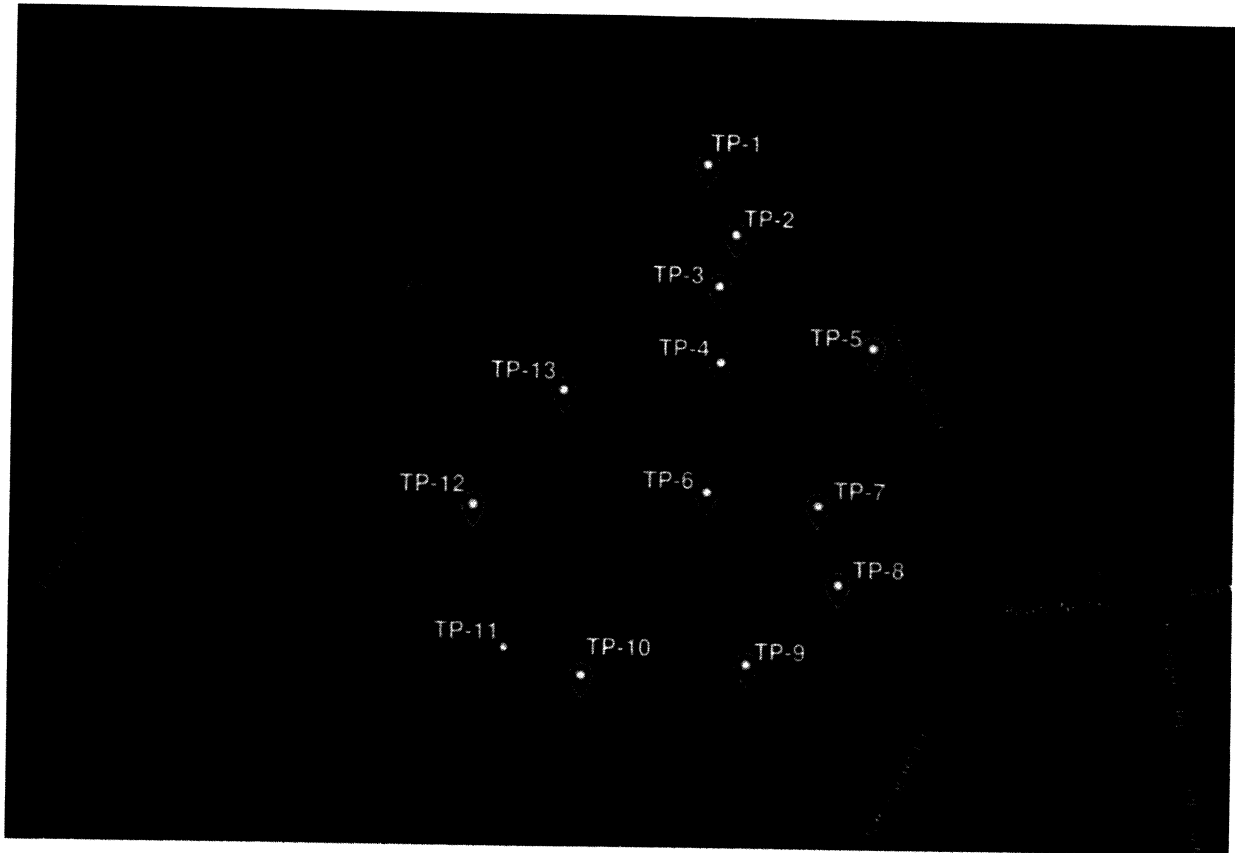
The findings in this report are based on conditions readily visible and recorded at the time of this evaluation. Observations and findings are limited to the locations in which this evaluation was conducted. Isett has used its experience and professional judgment in rendering the conclusions in this report.

Report prepared by:

Philip R. Schiebel

Philip Schiebel, SEO
Staff Environmental Scientist
(PA SEO No. 03975)

Attachments



Test Location Plan
Water Gap Wellness – Treatment Center
Smithfield Township, Monroe County, Pennsylvania



Not to Scale





610.398.0904
barryisett.com

Date: July 17, 2023
Project: Water Gap Wellness – Treatment Center
Location: Smithfield Township, Monroe County
Pennsylvania

Soil Log # TP-1 Limiting Zone: Not Encountered Condition: N/A Lat/Long: 40.97746, -75.15744

Horizon	Depth	Color	Texture		Structure			Consistence	Redox Features	Boundary (Dist/Topo)
			C.F.	Class	Grade	Size	Type			
Ap	0-12	10YR 3/3	---	sl	1	fi	gr	fr	---	a/s
Bw1	12-27	7.5YR 4/4	---	sl	1	fi	sbk	fr	---	g/w
Bw2	27-50	7.5YR 4/6	gr	sl	1	med	sbk	fr	---	g/w
C	50-79	10YR 4/3	vgr	sl	1	fi	sbk	fr	---	---
---	---	---	---	---	---	---	---	---	---	---

Qualified Soil Scientist: Philip R. Schiebel, SEO (PA SEO No. 03975)

Soil Series: Wyoming

Drainage Class
Well Drained

Coarse Fragments (C.F.)

- 15-35%
 - gr – gravelly
 - ch – channery
 - cb – cobbly
 - fl – flaggy
 - st – stony
- 35-65%
 - vgr – very gravelly
 - vch – very channery
 - vcb – very cobbly
 - vfl – very flaggy
 - vst – very stony
- >65%
 - exgr – extremely gravelly
 - exch – extremely channery
 - excb – extremely cobbly
 - exfl – extremely flaggy
 - exst – extremely stony

Textural Class

- cs – coarse sand
 - s – sand
 - fs – fine sand
 - ls – loamy sand
 - sl – sandy loam
 - l – loam
 - sil – silt loam
 - si – silt
 - scl – sandy clay loam
 - cl – clay loam
 - sicl – silty clay loam
 - sc – sandy clay
 - sic – silty clay
 - c – clay
- Structure**
- stl – structureless
 - wk – weak
 - mod – moderate
 - strg – strong

Structure

- Size**
- fi – fine
 - med – medium
 - co – coarse
- Type**
- sg – single grain
 - gr – granular
 - pl – platy
 - pr – prismatic
 - cm – columnar
 - abk – angular blocky
 - sbk – subangular blocky
 - m – massive
- Consistence**
- l – loose
 - vfr – very friable
 - fr – friable
 - fi – firm
 - vfi – very firm
 - exfi – extremely firm

Redox Features

- Abundance**
- f – few <2%
 - c – common 2-20%
 - m – many >20%
- Redox Features Contrast**
- f – faint
 - d – distinct
 - p – prominent
- Boundary Distinctness**
- a – abrupt <1" thick
 - c – clear 1-2.5"
 - g – gradual 2.5-5"
 - d – diffuse >5"
- Topography**
- s – smooth
 - w – wavy
 - i – irregular
 - b – broken



610.398.0904
barryisett.com

Date: July 17, 2023
Project: Water Gap Wellness – Treatment Center
Location: Smithfield Township, Monroe County
Pennsylvania

Soil Log # TP-6 Limiting Zone: 32" Condition: Redox Lat/Long: 40.97638, -75.15742

Horizon	Depth	Color	Texture		Structure			Consistence	Redox Features	Boundary (Dist/Topo)
			C.F.	Class	Grade	Size	Type			
Ap	0-10	10YR 3/3	---	sil	1	fi	gr	fr	---	a/s
Bw1	10-21	7.5YR 5/4	gr	sl	1	med	sbk	fr	---	g/w
Bw2	21-32	7.5YR 6/4	vgr	sl	1	fi	sbk	fr	---	g/w
C	32-62	5YR 5/4	---	sil	0	---	m	fi	c/d	---
---	---	---	---	---	---	---	---	---	---	---
---	---	---	---	---	---	---	---	---	---	---

Qualified Soil Scientist: Philip R. Schiebel, SEO (PA SEO No. 03975)

Soil Series: Wyoming Taxadjunct

Drainage Class
Moderately Well Drained

Coarse Fragments (C.F.)

- 15-35%**
- gr – gravelly
- ch – channery
- cb – cobbly
- fl – flaggy
- st – stony
- 35-65%**
- vgr – very gravelly
- vch – very channery
- vcb – very cobbly
- vfl – very flaggy
- vst – very stony
- >65%**
- exgr – extremely gravelly
- exch – extremely channery
- excb – extremely cobbly
- exfl – extremely flaggy
- exst – extremely stony

Textural Class

- cs – coarse sand
- s – sand
- fs – fine sand
- ls – loamy sand
- sl – sandy loam
- l – loam
- sil – silt loam
- si – silt
- scl – sandy clay loam
- cl – clay loam
- sicl – silty clay loam
- sc – sandy clay
- sic – silty clay
- c – clay
- Structure**
- stl – structureless
- wk – weak
- mod – moderate
- strg – strong

Structure

- Size**
- fi – fine
- med – medium
- co – coarse
- Type**
- sg – single grain
- gr – granular
- pl – platy
- pr – prismatic
- cm – columnar
- abk – angular blocky
- sbk – subangular blocky
- m – massive
- Consistence**
- l – loose
- vfr – very friable
- fr – friable
- fi – firm
- vfi – very firm
- exfi – extremely firm

Redox Features

- Abundance**
- f – few <2%
- c – common 2-20%
- m – many >20%
- Redox Features**
- Contrast**
- f – faint
- d – distinct
- p – prominent
- Boundary**
- Distinctness**
- a – abrupt <1" thick
- c – clear 1-2.5"
- g – gradual 2.5-5"
- d – diffuse >5"
- Topography**
- s – smooth
- w – wavy
- i – irregular
- b – broken



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Date: July 17, 2023
Project: Water Gap Wellness – Treatment Center
Location: Smithfield Township, Monroe County
Pennsylvania

Soil Log # TP-11 Limiting Zone: 15" Condition: Redox Lat/Long: 40.97582, -75.15829

Horizon	Depth	Color	Texture		Structure			Consistence	Redox Features	Boundary (Dist/Topo)
			C.F.	Class	Grade	Size	Type			
Ap	0-10	10YR 3/3	---	sil	1	fi	gr	fr	---	a/s
Bw1	15-28	7.5YR 4/4	gr	sl	1	med	sbk	fr	m/p	g/w
Bw2	28-40	7.5YR 4/4	vgr	sl	1	fi	sbk	fr	c/d	g/w
---	---	---	---	---	---	---	---	---	---	---
---	---	---	---	---	---	---	---	---	---	---
---	---	---	---	---	---	---	---	---	---	---

Qualified Soil Scientist: Philip R. Schiebel, SEO (PA SEO No. 03975)

Soil Series: Wyoming Taxadjunct

Drainage Class

Somewhat poorly drained

Coarse Fragments (C.F.)

- 15-35%
 - gr – gravelly
 - ch – channery
 - cb – cobbly
 - fl – flaggy
 - st – stony
- 35-65%
 - vgr – very gravelly
 - vch – very channery
 - vcb – very cobbly
 - vfl – very flaggy
 - vst – very stony
- >65%
 - exgr – extremely gravelly
 - exch – extremely channery
 - excb – extremely cobbly
 - exfl – extremely flaggy
 - exst – extremely stony

Textural Class

- cs – coarse sand
 - s – sand
 - fs – fine sand
 - ls – loamy sand
 - sl – sandy loam
 - l – loam
 - sil – silt loam
 - si – silt
 - scl – sandy clay loam
 - cl – clay loam
 - sicl – silty clay loam
 - sc – sandy clay
 - sic – silty clay
 - c – clay
- Structure**
- stl – structureless
- Grade**
- wk – weak
 - mod – moderate
 - strg – strong

Structure

- Size**
- fi – fine
 - med – medium
 - co – coarse
- Type**
- sg – single grain
 - gr – granular
 - pl – platy
 - pr – prismatic
 - cm – columnar
 - abk – angular blocky
 - sbk – subangular blocky
 - m – massive
- Consistence**
- l – loose
 - vfr – very friable
 - fr – friable
 - fi – firm
 - vfi – very firm
 - exfi – extremely firm

Redox Features

- Abundance**
- f – few <2%
 - c – common 2-20%
 - m – many >20%
- Redox Features**
- Contrast**
- f – faint
 - d – distinct
 - p – prominent
- Boundary**
- Distinctness**
- a – abrupt <1" thick
 - c – clear 1-2.5"
 - g – gradual 2.5-5"
 - d – diffuse >5"
- Topography**
- s – smooth
 - w – wavy
 - i – irregular
 - b – broken



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Date: July 17, 2023
Project: Water Gap Wellness – Treatment Center
Location: Smithfield Township, Monroe County
Pennsylvania

Soil Log # TP-13 Limiting Zone: Not Encountered Condition: N/A Lat/Long: 40.97671, -75.15806

Horizon	Depth	Color	Texture		Structure			Consistence	Redox Features	Boundary (Dist/Topo)
			C.F.	Class	Grade	Size	Type			
Ap	0-8	10YR 3/3	---	l	1	fi	gr	fr	---	a/s
Bw1	8-20	7.5YR 4/4	gr	l	1	fi	sbk	fr	---	g/w
Bw2	20-30	7.5YR 4/4	gr	sl	2	med	sbk	fr	---	g/w
C	30-60	10YR 4/3	exgr	sl	0	---	sg	vfr	---	---
--	---	---	---	---	---	---	---	---	---	---
---	---	---	---	---	---	---	---	---	---	---

Qualified Soil Scientist: Philip R. Schiebel, SEO (PA SEO No. 03975)

Soil Series: Wyoming

Drainage Class
Well Drained

Coarse Fragments (C.F.)

15-35%

- gr – gravelly
- ch – channery
- cb – cobbly
- fl – flaggy
- st – stony

35-65%

- vgr – very gravelly
- vch – very channery
- vcb – very cobbly
- vfl – very flaggy
- vst – very stony

>65%

- exgr – extremely gravelly
- exch – extremely channery
- excb – extremely cobbly
- exfl – extremely flaggy
- exst – extremely stony

Textural Class

- cs – coarse sand
- s – sand
- fs – fine sand
- ls – loamy sand
- sl – sandy loam
- l – loam
- sil – silt loam
- si – silt
- scl – sandy clay loam
- cl – clay loam
- sicl – silty clay loam
- sc – sandy clay
- sic – silty clay
- c – clay

Structure

- stl – structureless
- wk – weak
- mod – moderate
- strg – strong

Structure

Size

- fi – fine
- med – medium
- co – coarse

Type

- sg – single grain
- gr – granular
- pl – platy
- pr – prismatic
- cm – columnar
- abk – angular blocky
- sbk – subangular blocky
- m – massive

Consistence

- l – loose
- vfr – very friable
- fr – friable
- fi – firm
- vfi – very firm
- exfi – extremely firm

Redox Features

Abundance

- f – few <2%
- c – common 2-20%
- m – many >20%

Redox Features

Contrast

- f – faint
- d – distinct
- p – prominent

Boundary

Distinctness

- a – abrupt <1" thick
- c – clear 1-2.5"
- g – gradual 2.5-5"
- d – diffuse >5"

Topography

- s – smooth
- w – wavy
- i – irregular
- b – broken



1170 Highway 315, Suite 3, Wilkes-Barre, PA 18702
570.285.8200 570.285.8201
barryisett.com

August 18, 2023
Project #1072123.000

Mr. Dan Harvey
Healthy Minds Partners, LLC
57 South Point Drive, Unit 1003
Miami, FL 33139

Dear Mr. Harvey:

RE: HEALTHY MINDS TREATMENT CENTER
Smithfield Township, Monroe County, Pennsylvania
Trip Generation Assessment

Barry Isett & Associates, Inc. (Isett) has performed a trip generation assessment for the proposed Drug and Alcohol Treatment Center project. The following is a summary of our investigation.

The project site will be located on a portion of the Water Gap Country Club. The facility is proposed at the southwest corner of Cherry Valley Road (SR 2006) and Totts Gap Road with an area of 33.74 acres (ac.). The facility will consist of a 19,000 square foot (sf) Treatment Center and associated access, parking, sewage, and stormwater facility's needs. This facility anticipates a maximum of 60 employees, and a total of 60 beds. It is anticipated that the facility will operate with two 30 employee shifts, however, for trip generation purposes, the maximum number of 60 employees was utilized to determine the maximum anticipated daily vehicular trips.

The site generated trips were determined using the Institute of Transportation Engineers (ITE), 11th edition, *Trip Generation* manual. This nationally recognized manual complies traffic data from similar land uses around the United States and Canada. The ITE's Trip Generation manual does not have data on a Drug and Alcohol Treatment Center, however, Land Use Code (LUC) 620 – Nursing Home is a comparable comparison.

The ITE's description for LUC 620 – Nursing Home has been attached to this letter, but is also summarized by the following:

"A nursing home is a facility whose primary function is to provide care for persons who are unable to care for themselves. Skilled nurses and aides are present 24 hours a day at these sites. Residents often require treatment from a registered healthcare professional for ongoing medical issues. A nursing home resident is not capable of operating a vehicle. Traffic is entirely generated by employees, visitors, and deliveries."

The operation of the proposed treatment facility will function similarly to the nursing home land use such as, the residents will be dropped off by family or friends and will not be driving to the facility on a daily basis. The traffic generated to the site will be from employees, visitors, and delivery vehicles. In addition, patrons of the proposed treatment facility will be treated by healthcare professionals over multiple days. Isett concluded that other land uses like clinics or hospitals would not function in the same way as the

proposed treatment facility. Patrons of these land uses could drive themselves and stay on-site, typically a few hours, for the treatment of their condition and are then released to return to their residents.

The ITE's LUC 620 – Nursing Home trip generation data is categorized by the building square footage, number of employees, and number of beds. The chart below depicts the anticipated trip generation of the proposed facility under all three criteria.

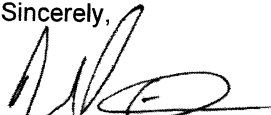
Land Use	Weekday (Daily vehicular trips)
19,000 SF	142 veh/day
60 EMPLOYEES (max.)	264 veh/day
60 BEDS	184 veh/day
Anticipated Daily Vehicular Trips	264 veh/day

As depicted in the above table, the proposed facility is anticipated to generate up to 264 veh/day under the employee trip generation methodology of the ITE Trip Generation manual.

According to the Smithfield Township Ordinance Section 27-404 A. Traffic Impact Study Requirement, "a traffic impact study shall be required for all subdivisions and land developments that, at build-out, are projected to generate 500 or more trip-ends per day based on the latest edition of the Trip Generation published by the Institute of Transportation Engineers." As depicted in the table above, the proposed facility will not generate more than 500 trips and therefore a Traffic Impact Study is not required for this development.

If you have any questions or require additional information, please do not hesitate to call me.

Sincerely,



Jerrid Dinnen, PE, PTOE
Operations Manager, Transportation

Attachments

\\biaces.com\work\Projects\2023\1072123.000_WGW_Treatment_Cond_Use\WORK_PRODUCT\LAND\docs\Ltr

Land Use: 620 Nursing Home

Description

A nursing home is a facility whose primary function is to provide care for persons who are unable to care for themselves. Examples include rest homes, chronic care, and convalescent homes. Skilled nurses and nursing aides are present 24 hours a day at these sites. Residents often require treatment from a registered healthcare professional for ongoing medical issues. A nursing home resident is not capable of operating a vehicle. Traffic is entirely generated by employees, visitors, and deliveries. Assisted living (Land Use 254) and continuing care retirement community (Land Use 255) are related uses.

Additional Data

The technical appendices provide supporting information on time-of-day distributions for this land use. The appendices can be accessed through either the ITETripGen web app or the trip generation resource page on the ITE website (<https://www.ite.org/technical-resources/topics/trip-and-parking-generation/>).

The average numbers of person trips per vehicle trip at the three general urban/suburban sites at which both person trip and vehicle trip data were collected were as follows:

- 1.0 during Weekday, Peak Hour of Adjacent Street Traffic, one hour between 7 and 9 a.m.
- 1.1 during Weekday, AM Peak Hour of Generator
- 1.5 during Weekday, PM Peak Hour of Generator

The sites were surveyed in the 1980s, the 1990s, the 2000s, and the 2010s in Alberta (CAN), Florida, New Hampshire, New Jersey, New York, Ontario, Canada, and Texas.

Source Numbers

436, 502, 598, 734, 878, 971, 972

Nursing Home (620)

Vehicle Trip Ends vs: Beds
On a: Weekday

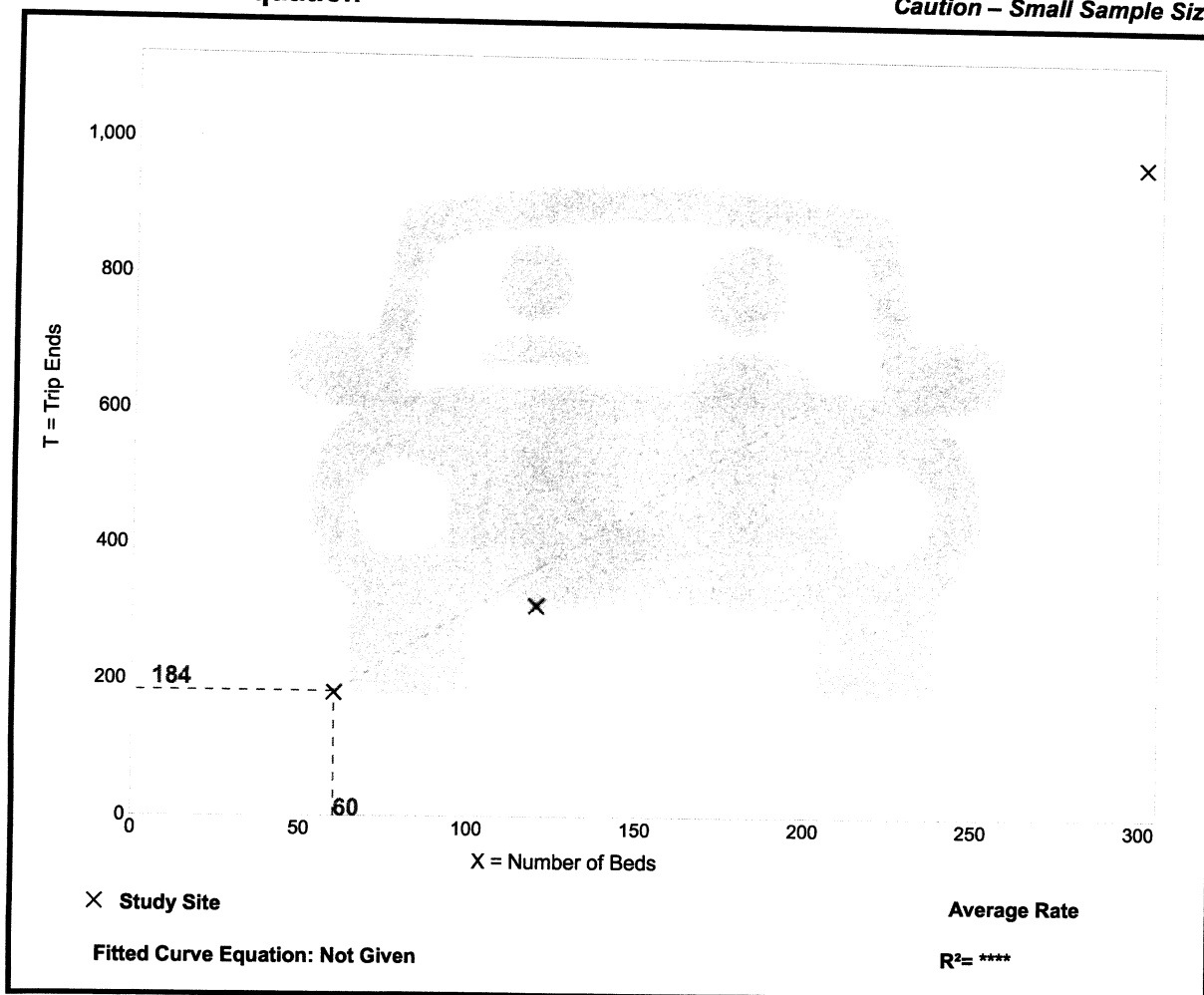
Setting/Location: General Urban/Suburban
Number of Studies: 3
Avg. Num. of Beds: 160
Directional Distribution: 50% entering, 50% exiting

Vehicle Trip Generation per Bed

Average Rate	Range of Rates	Standard Deviation
3.06	2.60 - 3.25	0.33

Data Plot and Equation

Caution – Small Sample Size



Nursing Home (620)

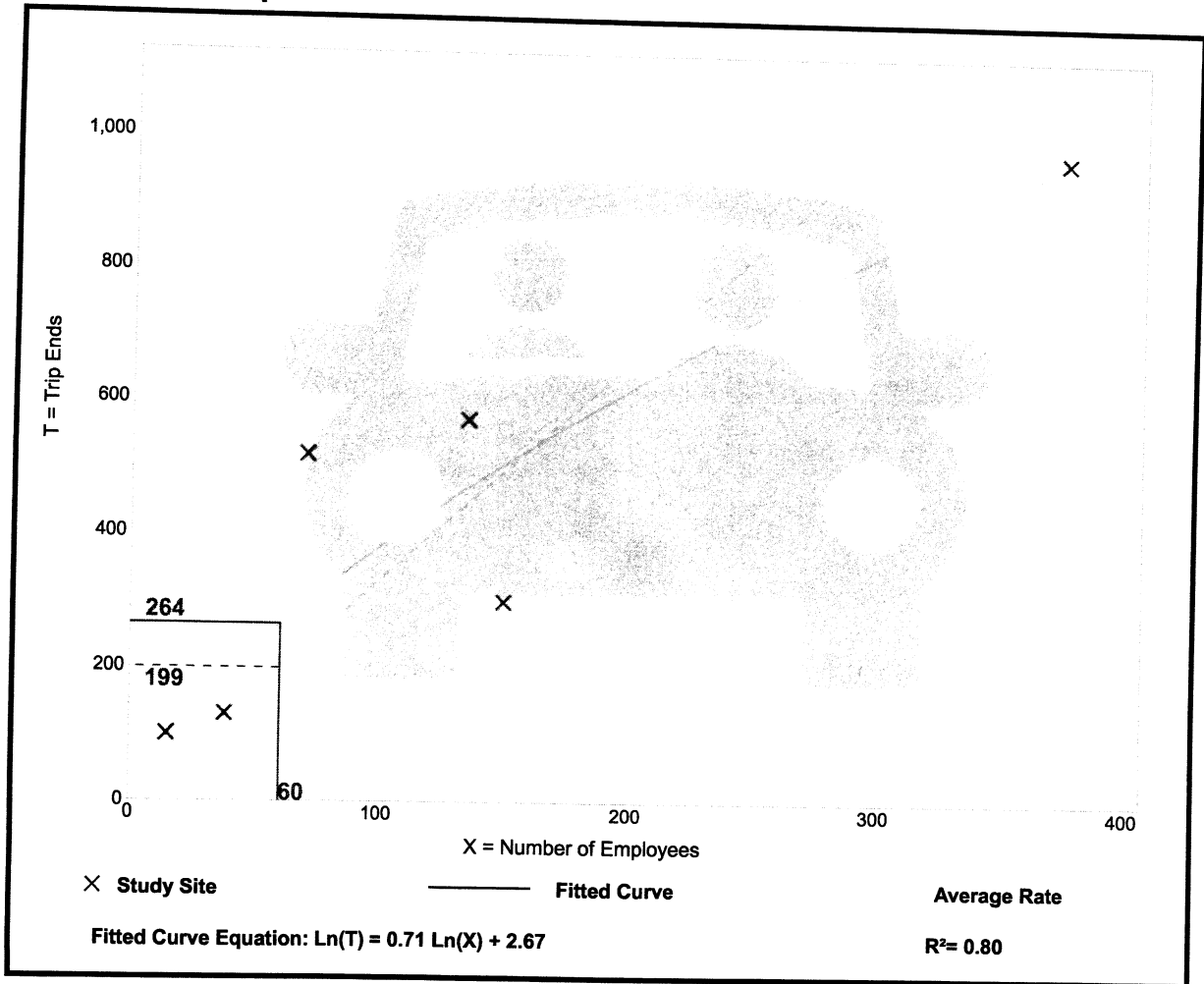
Vehicle Trip Ends vs: Employees
On a: Weekday

Setting/Location: General Urban/Suburban
Number of Studies: 6
Avg. Num. of Employees: 131
Directional Distribution: 50% entering, 50% exiting

Vehicle Trip Generation per Employee

Average Rate	Range of Rates	Standard Deviation
3.31	2.00 - 7.40	1.71

Data Plot and Equation



Nursing Home (620)

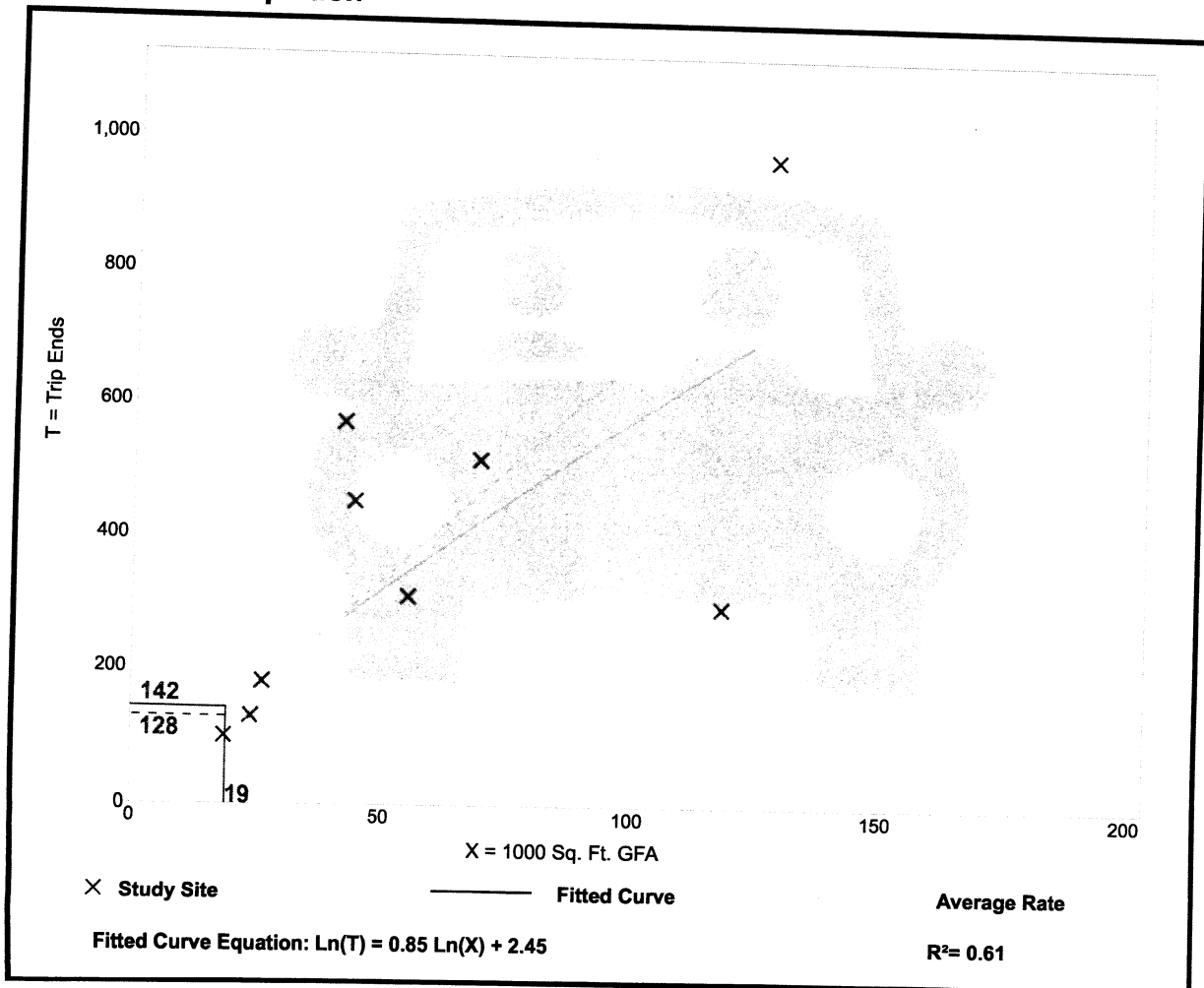
Vehicle Trip Ends vs: 1000 Sq. Ft. GFA
On a: Weekday

Setting/Location: General Urban/Suburban
Number of Studies: 9
Avg. 1000 Sq. Ft. GFA: 58
Directional Distribution: 50% entering, 50% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
6.75	2.54 - 13.70	3.26

Data Plot and Equation



CONDITIONAL USE PLANS

HEALTHY MINDS TREATMENT CENTER

HEALTHY MINDS PARTNERS, LLC

SMITHFIELD TOWNSHIP
MONROE COUNTY, PA

AUGUST 22, 2023

Plans Prepared by:



272.200.2050
barryisett.com
525 MAIN ST, 2ND FLOOR
STROUDSBURG, PA 18360

COUNTY OF MONROE
ON THIS THE _____ DAY OF _____, 20____
BEFORE ME, THE UNDERSIGNED OFFICER, PERSONALLY APPEARED _____
WHO BEING DULY SWORN, ACCORDING TO LAW, DOETH DEPOSE AND SAY THAT
DEPICTED ON THIS PLAN, THAT THIS _____ (S, ARE) THE OWNER (S) OF THE PROPERTY SHOWN AND
DIRECTION, AND THAT _____ ACKNOWLEDGES THE SAME AND DESIRE (S) THE
SAME TO BE RECORDED ACCORDING TO LAW.

PRINT NAME AND TITLE _____
NAME AND TITLE _____

ENGINEER'S CERTIFICATION

I HEREBY CERTIFY THAT TO THE BEST OF MY PROFESSIONAL KNOWLEDGE AND BELIEF, THE INFORMATION SHOWN ON THIS PLAN IS CORRECT.

CHARLES H. NICLAUS
34570-E
BARRY ISETT & ASSOCIATES
525 MAIN ST, 2ND FLOOR
STROUDSBURG, PA 18360
272-200-2050



CONDITIONAL USE NOTES

1. THE HEALTHY MINDS TREATMENT CENTER (HEALTHY MINDS OR TREATMENT CENTER) WILL BE AN INPATIENT BEHAVIORAL HEALTH REHABILITATION CENTER WITH A PROPOSED CAPACITY OF 60 BEDS. RESIDENTIAL TREATMENT CENTERS ARE PERMITTED THROUGH THE CONDITIONAL USE APPLICATION PROCESS. A DESCRIPTION OF THE PROPOSED PROJECT AND AN OUTLINE OF COMPLIANCE WITH THE REQUIREMENTS OF THE ZONING ORDINANCE AND REFERENCED REGULATIONS ARE PROVIDED IN THIS NARRATIVE.

2. THE TREATMENT CENTER WILL BE LOCATED ON A PORTION OF THE FORMER WOLF HOLLOW COUNTRY CLUB. HEALTHY MINDS LLC WILL OPERATE ON THE PORTION OF THE FORMER COUNTRY CLUB THAT IS A 33.74-ACRE PARCEL IDENTIFIED AS PARCEL ID 16.9.1.22 THAT LIES ALONG TOTTS GAP ROAD IN SMITHFIELD TOWNSHIP, PENNSYLVANIA. HEALTHY MINDS WILL CONSTRUCT A MAIN BUILDING AND ADDITIONAL IMPROVEMENTS TO THE PROPERTY AND ITS INFRASTRUCTURE. THE PROJECT ACREAGE ON THE PLANS IS BASED ON A DEED PLOT AS OPPOSED TO THE TAX RECORDS.

3. THE HEALTHY MINDS TREATMENT CENTER PROPERTY IS OWNED BY WATER GAP ACQUISITIONS PARTNERS LLC, PURSUANT TO A DEED RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS FOR MONROE COUNTY, PENNSYLVANIA ON APRIL 16, 2013 IN RECORD BOOK 2418 ON STARTING PAGE 6739. PARCEL 16.9.1.22 PURSUANT TO A PROPERTY LEASE AGREEMENT DATED XXX, WATER GAP ACQUISITIONS PARTNERS LLC HAS AGREED TO LEASE THE PROPERTY TO A HEALTHY MINDS PARTNERS LLC.

4. THE TREATMENT CENTER WILL MAINTAIN ALL REQUIRED LICENSES AND PERMITS FROM THE PENNSYLVANIA DEPARTMENT OF DRUG AND ALCOHOL PROGRAMS, THE PENNSYLVANIA DEPARTMENT OF HUMAN SERVICES, THE PENNSYLVANIA DEPARTMENT OF LABOR AND INDUSTRY, AND MONROE COUNTY. THE APPLICABLE STATE REGULATIONS WITH WHICH HEALTHY MINDS MUST COMPLY COVER ALL ASPECTS OF OPERATING A LICENSED AND ACCREDITED TREATMENT CENTER, INCLUDE:

- STAFFING REQUIREMENTS
- QUALIFICATIONS OF STAFF
- CERTIFICATION OF PROGRAMS
- PHYSICAL PLANT REQUIREMENTS
- SIZE AND DESIGN OF COUNSELING AREAS
- SIZE AND DESIGN OF RESIDENT ACCOMMODATIONS
- INTAKE AND ADMISSION PROCEDURES
- NATURE OF TREATMENT AND PROGRAMS
- SECURITY

5. STATE INSPECTORS

6. COMMUNITY IMPACTS: THE PROPOSED USE WILL NOT HAVE A DETRIMENTAL IMPACT ON ADJACENT PROPERTIES. THE PRIVATE FACILITY IS SET BACK FROM THE ROAD IN A SECURE SETTING GOVERNED BY STRICT REGULATIONS AND STANDARDS OF CARE. THE LARGE GOLF COURSE AROUND IT IS BEING PRESERVED AND WILL STILL FUNCTION AS IT PRESENTLY DOES. THE NEW USE DOES NOT PRODUCE A SIGNIFICANT NEGATIVE IMPACT ON THE PROPERTY VALUES OF ADJACENT PROPERTIES NOR DOES IT CREATE POTENTIAL NUISANCE IMPACTS RELATED TO NOISE, ODORS, VIBRATIONS OR GLARE. RESIDENTIAL TREATMENT PROGRAMS OF THIS TYPE ARE IN GREAT NEED AS COMMUNITIES CONTINUE TO COPE WITH TRAGIC LOSSES THAT CAN BE MITIGATED THROUGH THESE PROGRAMS. THE USE WILL HAVE A POSITIVE EFFECT ON THE ENVIRONMENT BY EXPANDING LANDSCAPE USE, RETAINING ALL TREES IN THE PROJECT AREA, PROVIDING WIPES PERMITTED BEST MANAGEMENT PRACTICES FOR STORMWATER CONTROL, IT WILL ALSO PROMOTE JOB CREATION WITH 70 NEW STAFF, IMPROVE THE ECONOMY DURING CONSTRUCTION WITH TAXABLE WAGES AND AFTER WITH AN INCREASED PROPERTY TAX BASE. OPEN SPACE PRESERVATION IS BEING MAINTAINED BY THE CONTRIBUTION OF THE GOLF COURSE USE OVER MOST OF THE PROPERTY AND NUMEROUS OTHER FACTORS BEING CONSIDERED LIKE DESPERATELY NEEDED TREATMENT, SECURITY AND COMMUNITY PRESENCE WHICH ALL REASONABLY RELATE TO THE HEALTH, SAFETY AND GENERAL WELFARE OF PRESENT AND/OR FUTURE RESIDENTS OF SMITHFIELD TOWNSHIP.

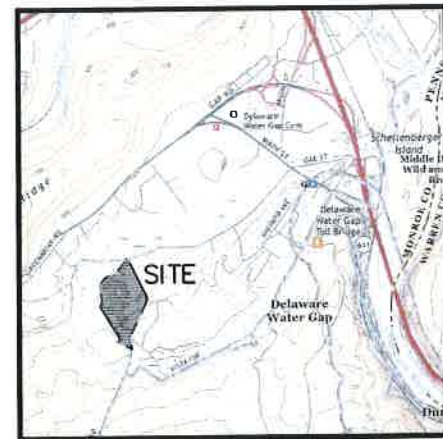
7. THE GRANTING OF AN APPROVAL WILL NOT CAUSE AN ECONOMIC BURDEN ON COMMUNITY FACILITIES OR SERVICES INCLUDING, BUT NOT LIMITED TO, HIGHWAYS (THE TRAFFIC ASSESSMENT CONFIRMS LITTLE TRIP GENERATION AND THE ACCESS IS CLOSE TO CHERRY VALLEY ROAD WHICH IS COLLECTOR TYPE ROAD/LEGISLATIVE ROUTE AND CONNECTS TO HIGHWAYS IN TWO DIRECTIONS, RT 611 TO THE EAST AND ROUTE 191 TO THE WEST), SEWAGE TREATMENT FACILITIES (AN ON-SITE COMMUNITY SYSTEM WILL BE PROVIDED AT THE COST OF THE PROJECT AS WELL AS THE MAINTENANCE TO BE PROVIDED), WATER SUPPLIES (AN ON-SITE POTABLE WELL/WATER SYSTEM WILL BE PROVIDED AT THE COST OF THE PROJECT AS WELL AS THE MAINTENANCE TO BE PROVIDED), AND FIREPROTECTION CAPABILITIES (A FIRE SPRINKLER SYSTEM IS PROPOSED). THE APPLICANT AGREES TO BE RESPONSIBLE FOR PROVIDING SUCH IMPROVEMENTS OR ADDITIONAL SERVICES AS MAY BE REQUIRED TO ADEQUATELY SERVE THE PROPOSED USE AND ANY APPROVAL SHALL BE SO CONDITIONED. THE TOWNSHIP IS UNDERSTOOD TO BE AUTHORIZED, SUBJECT TO THE LIMITATIONS OF THE PENNSYLVANIA MUNICIPALITIES PLANNING CODE, TO REQUEST FEES IN SUPPORT OF SUCH SERVICES WHERE THEY CANNOT BE DIRECTLY PROVIDED BY THE APPLICANT.

8. ON-SITE ACTIVITIES AND OPERATIONS: THE NATURE OF THE ON-SITE ACTIVITIES AND OPERATIONS, WITH MINIMAL MATERIALS STORED AND CLOSELY SECURED BY GOVERNMENT REGULATIONS FOR HEALTH AND SAFETY, DOES NOT HAVE A FREQUENCY OF DISTRIBUTION AND RESTOCKING LIKE A MANUFACTURING OR RETAIL USE. THE DURATION PERIOD OF STORAGE OF MATERIALS IS MINIMAL DUE TO REGULATED EXPIRATIONS, AND THE METHODS FOR DISPOSAL OF ANY SURPLUS OR DAMAGED MATERIALS IS IN STRICT COMPLIANCE WITH HEALTH INDUSTRY STANDARDS. THE OPENING PART OF THIS NARRATIVE FURNISHES EVIDENCE THAT THE DISPOSAL OF MATERIALS WILL BE ACCOMPLISHED IN A MANNER THAT COMPLES WITH STATE AND FEDERAL REGULATIONS. ALL OTHER DOMESTIC TYPE WASTES ARE REMOVED VIA DUMPSTER WHERE SHOWN ON THE SITE PLAN.

9. THE GENERAL SCALE OF THE OPERATION, IN TERMS OF ITS MARKET AREA, SPECIFIC FLOOR SPACE REQUIREMENTS FOR EACH ACTIVITY, THE TOTAL NUMBER OF EMPLOYEES ON EACH SHIFT, THE NUMBER OF SHIFTS, THE HOURS OF OPERATION, AND OVERALL SITE SIZE ARE CONTAINED IN THE OPENING PART OF THIS NARRATIVE.

10. MINIMAL ENVIRONMENTAL IMPACTS ARE LIKELY TO BE GENERATED (E.G., ODOR, NOISE, SMOKE, DUST, LITTER, GLARE, VIBRATION, ELECTRICAL DISTURBANCE, RADIATION, WASTEWATER, STORMWATER, SOLID WASTE) BECAUSE THE PLANS AND NARRATIVE IDENTIFY SPECIFIC MEASURES EMPLOYED TO MITIGATE OR ELIMINATE ANY SUCH NEGATIVE IMPACTS. THE OPENING NARRATIVE FURNISHES EVIDENCE THAT THE IMPACTS GENERATED BY THE PROPOSED USE FALL WITHIN ACCEPTABLE LEVELS AS REGULATED BY APPLICABLE LAWS AND ORDINANCES.

11. THE SITE PLAN PRESENTS CREDIBLE EVIDENCE THAT THE NUMBER OF OFF-STREET PARKING SPACES PROVIDED FOR THE USE IS ADEQUATE AND FOLLOWS TOWNSHIP REQUIREMENTS. DELIVERY TYPE VEHICLES (TRACTOR TRAILER TRUCKS ARE NOT ANTICIPATED BUT TURNING MOVEMENTS HAVE BEEN EVALUATED AND FOUND ADEQUATE TO ACCOMMODATE WB -50 TRUCKS IF ONE ENTERS THE SITE OR NEEDS TO BE UNLOADED) MEET THE EXPECTED DEMAND GENERATED BY THE PROPOSED USE AND ITS RELATED ACTIVITIES AND AN APPROPRIATE SPACE HAS BEEN PROVIDED FOR SUCH.



LOCATION MAP
USGS: STROUDSBURG QUADRANGLE
Scale: 1"=2000'

SHEET INDEX		
NUMBER	SHEET NUMBER	DESCRIPTION
1	TS-1	TITLE SHEET
2	EF-1	EXISTING FEATURES PLAN
3	CD-1	CONDITIONAL USE SITE LAYOUT PLAN
4	CD-2	CONDITIONAL USE GRADING PLAN
5	LL-1	CONDITIONAL USE LANDSCAPE PLAN
6	LL-2	CONDITIONAL USE LIGHTING PLAN



PHOTOGRAMMETRIC ZONING MAP
SCALE: 1"=600'

SITE DATA

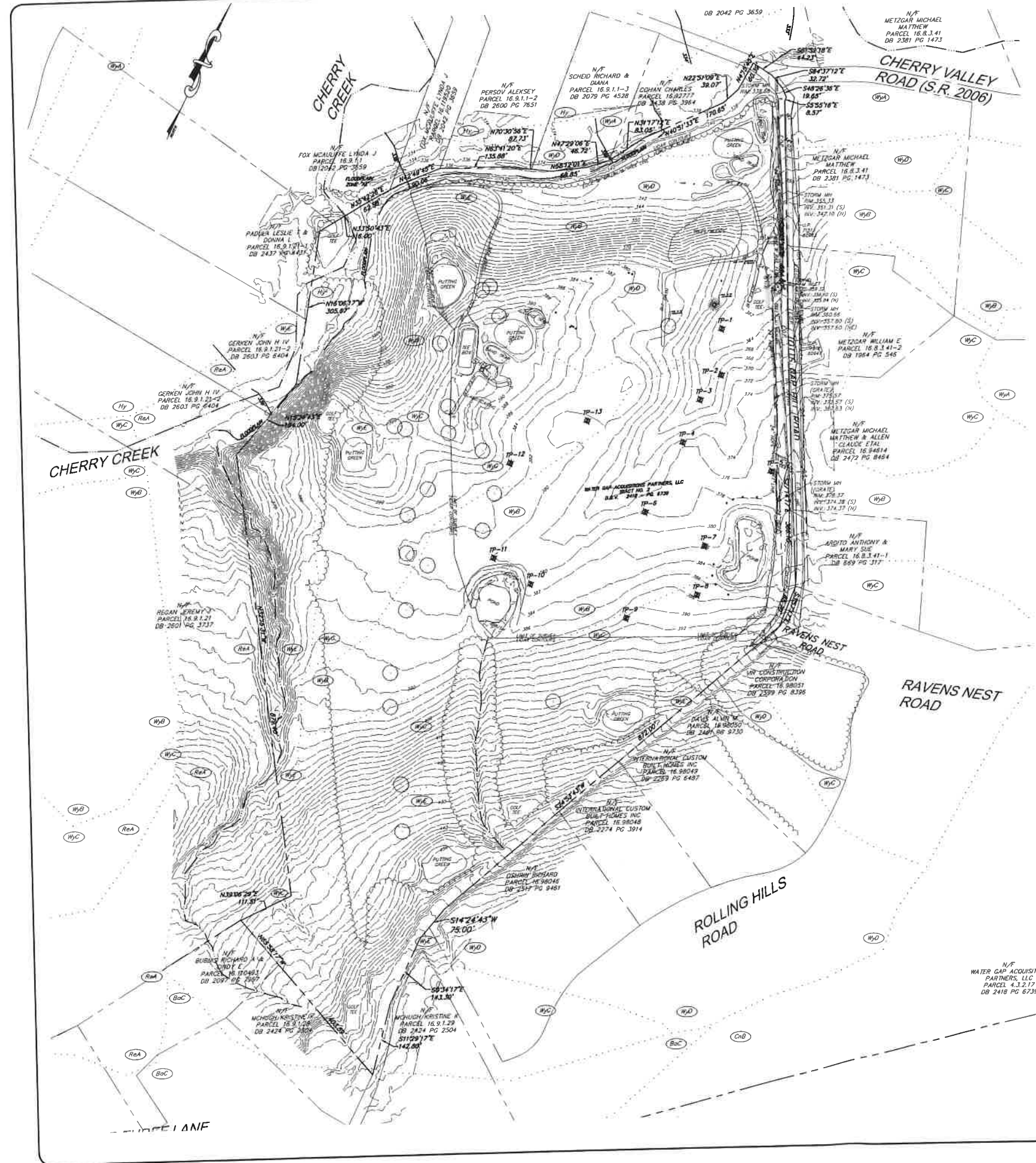
OWNER: WATER GAP ACQUISITIONS PARTNERS, LLC
PROPERTY ADDRESS: 805 SCOTT STREET, BOX 3
STROUDSBURG, PA 18360
APPLICANT/LESSEE: HEALTHY MINDS PARTNERS, LLC
57 SOUTH POINT DRIVE UNIT 1003
MIAMI FL 33139

DEED REFERENCE: O.B.V. 2418 - PG 6865
PARCEL NO.: 16.9.1/22
PIN: 167310007555514
TOTAL AREA: 31.70 AC (1,380,852 SF)

PROPOSED USE: RESIDENTIAL TREATMENT FACILITY

ZONING DATA

DISTRICT: R-1; LOW DENSITY RESIDENTIAL ON-SITE SEWER AND WATER			
PARKING: REHABILITATION FACILITY 1/325 SF X 19,000 SF = 59 PARKING SPACES REQUIRED: 60 SPACES PROVIDED			
	MINIMUMS:	EXISTING	PROPOSED
DEED REFERENCE:	O.B.V. 2418 - PG 6865	1,380,852 SF	1,380,852 SF
PARCEL NO.:	16.9.1/22	90 +/- CV RD,	NO CHANGE
PIN:	167310007555514	2,000 +/- TO RD	
TOTAL AREA:	31.70 AC (1,380,852 SF)		
PROPOSED USE:	RESIDENTIAL TREATMENT FACILITY		
	LOT SIZE: 50,000 SF	900'	900'
	LOT WIDTH: 150 FT.	35'	196'
	LOT DEPTH: 200 FT.	30'	240'
	FRONT YARD: 35 FT.	25'	540'
	SIDE YARD: 30 FT.		
	REAR YARD: 25 FT.		
	MAXIMUMS:	EXISTING	PROPOSED
	BUILDING COVERAGE:	20%	19,000/1,380,852=1.4%
	BUILDING HEIGHT:	35 FT.	LESS THAN 35'
	IMPERVIOUS COVERAGE:	22,000 SF	64,000/1,380,852=4.6%
	AREA OF EARTH DISTURBANCE:		140,000 SF
	APPROX SEWAGE SYSTEM DISTURBANCE:		60,000 SF
	TOTAL DISTURBANCE:		200,000 SF



SITE DATA

OWNER: WATER GAP ACQUISITIONS PARTNERS, LLC
 PROPERTY ADDRESS: 805 SCOTT STREET, BOX 3
 STROUDSBURG, PA 18360
 APPLICANT/LESSEE: HEALTHY MINDS PARTNERS, LLC
 57 SOUTH POINT DRIVE UNIT 1003
 MIAMI FL 33139
 DEED REFERENCE: D.B.V. 2418 - PG. 6885
 PARCEL NO.: 16/9/1/22
 PIN: 167310007555514
 TOTAL AREA: 31.70 AC (1,380,852 SF)
 PROPOSED USE: RESIDENTIAL TREATMENT FACILITY



ZONING DATA

DISTRICT: R-1; LOW DENSITY RESIDENTIAL
 ON-SITE SEWER AND WATER
 PARKING: REHABILITATION FACILITY 1/325 SF X 19,000 SF = 59 PARKING SPACES
 REQUIRED. 60 SPACES PROVIDED

MINIMUMS:	EXISTING	PROPOSED
LOT SIZE:	50,000 SF	1,380,852 SF
LOT WIDTH:	150 FT.	90 +/- CV RD.
LOT DEPTH:	200 FT.	2,000 +/- TC RD.
FRONT YARD:	35 FT.	90'
SIDE YARD:	30 FT.	240'
REAR YARD:	25 FT.	540'

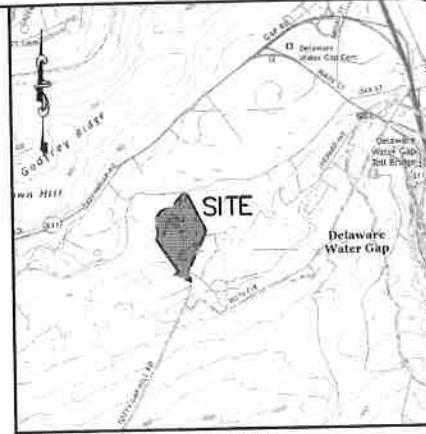
MAXIMUMS:	EXISTING	PROPOSED
BUILDING COVERAGE:	20%	19,000/1,380,852=1.4%
BUILDING HEIGHT:	35 FT.	LESS THAN 35'
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AREA OF EARTH DISTURBANCE:		140,000 SF
APPROX SEWAGE SYSTEM DISTURBANCE:		60,000 SF
TOTAL DISTURBANCE:		200,000 SF

SOIL CLASSIFICATION

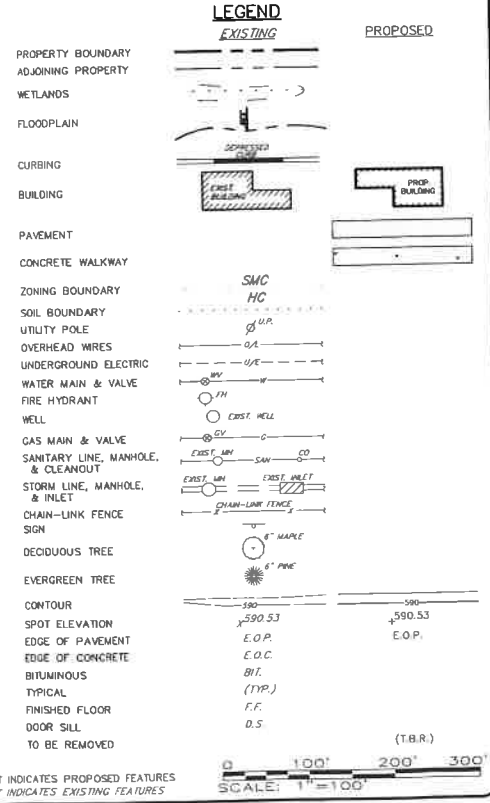
W1	WOLLY SILT LOAM, 0 TO 3 PERCENT SLOPES
W2	WOLLY GRAVELLY SANDY LOAM, 3 TO 8 PERCENT SLOPES
W3	WOLLY GRAVELLY SANDY LOAM, 8 TO 15 PERCENT SLOPES
W4	WOLLY GRAVELLY SANDY LOAM, 15 TO 25 PERCENT SLOPES
W5	WOLLY GRAVELLY SANDY LOAM, 25 TO 35 PERCENT SLOPES

NOTES:

- THIS DRAWING HAS BEEN PREPARED BASED ON THE BEST AVAILABLE INFORMATION. THE SURVEYOR HAS NOT VERIFIED THE ACCURACY OF THE UNDERGROUND UTILITIES AND SHALL NOT BE RESPONSIBLE FOR ANY ERRORS OR OMISSIONS WHICH MAY BE INCORPORATED HEREIN AS A RESULT. CONTRACTORS SHALL BE RESPONSIBLE FOR VERIFYING EXISTING CONDITIONS PRIOR TO ANY FUTURE CONSTRUCTION.
- DATE OF SURVEY: JULY 2023
- THIS IS NOT A BOUNDARY SURVEY AND SHALL NOT BE CONSTRUED AS ONE. ALL BOUNDARY LINE INFORMATION IS SHOWN AS PER DEEDS OF RECORD.
- THE OWNER/DEVELOPER OF THE LOT SHALL BE RESPONSIBLE FOR ACQUIRING ANY APPLICABLE APPROVALS/PERMITS PRIOR TO PERFORMING ANY SITE DEVELOPMENT.
- HORIZONTAL DATUM: S.P.C.S. NAD83 & VERTICAL DATUM: NAVD88
- PROJECT SITE IS IN AREA OF SPECIAL FLOOD HAZARD: ACCORDING TO FEMA FIRM PANEL 42088C0431E, EFFECTIVE 05/02/2013.
- LIMIT OF DETAILED TOPO SURVEY VS DRONE SURVEY AS NOTED ON THE PLAN.



KEY MAP
SCALE: 1"=2000'



REVISIONS	DATE	BY

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 baryisett.com
 85 South Route 100
 Allentown, PA 18106

BARRY ISETT & ASSOCIATES
 ENGINEERS AND CONSULTANTS

EXISTING FEATURES PLAN
TREATMENT CENTER CONDITIONAL USE PLAN
 HEALTHY MINDS PARTNERS, LLC
 SMITHFIELD TOWNSHIP
 MONROE COUNTY, PA

DATE	DSGN
8/22/2023	CN

SCALE	CHK
1"=100'	CN

DRAWN	APPRD
MB	CN

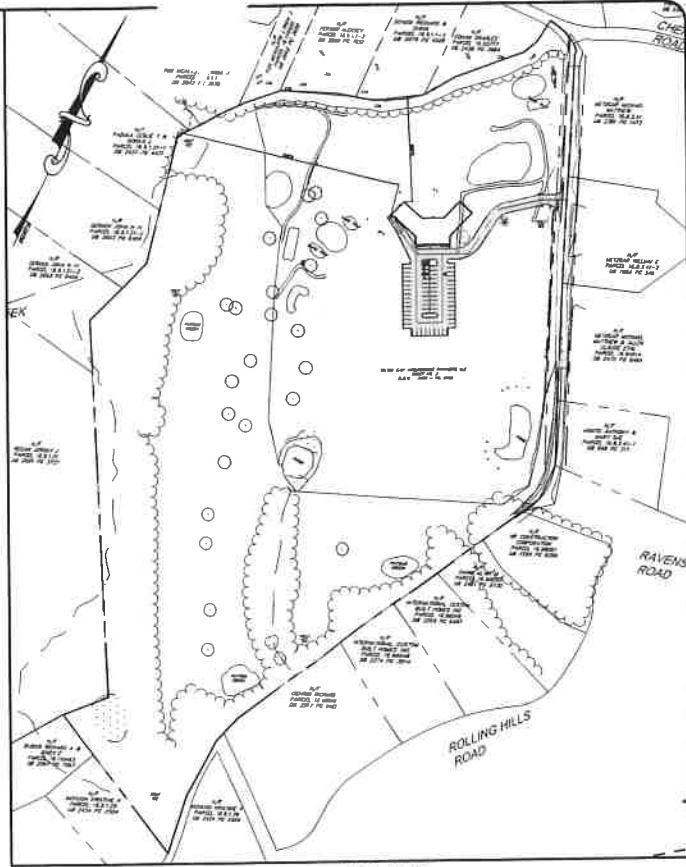
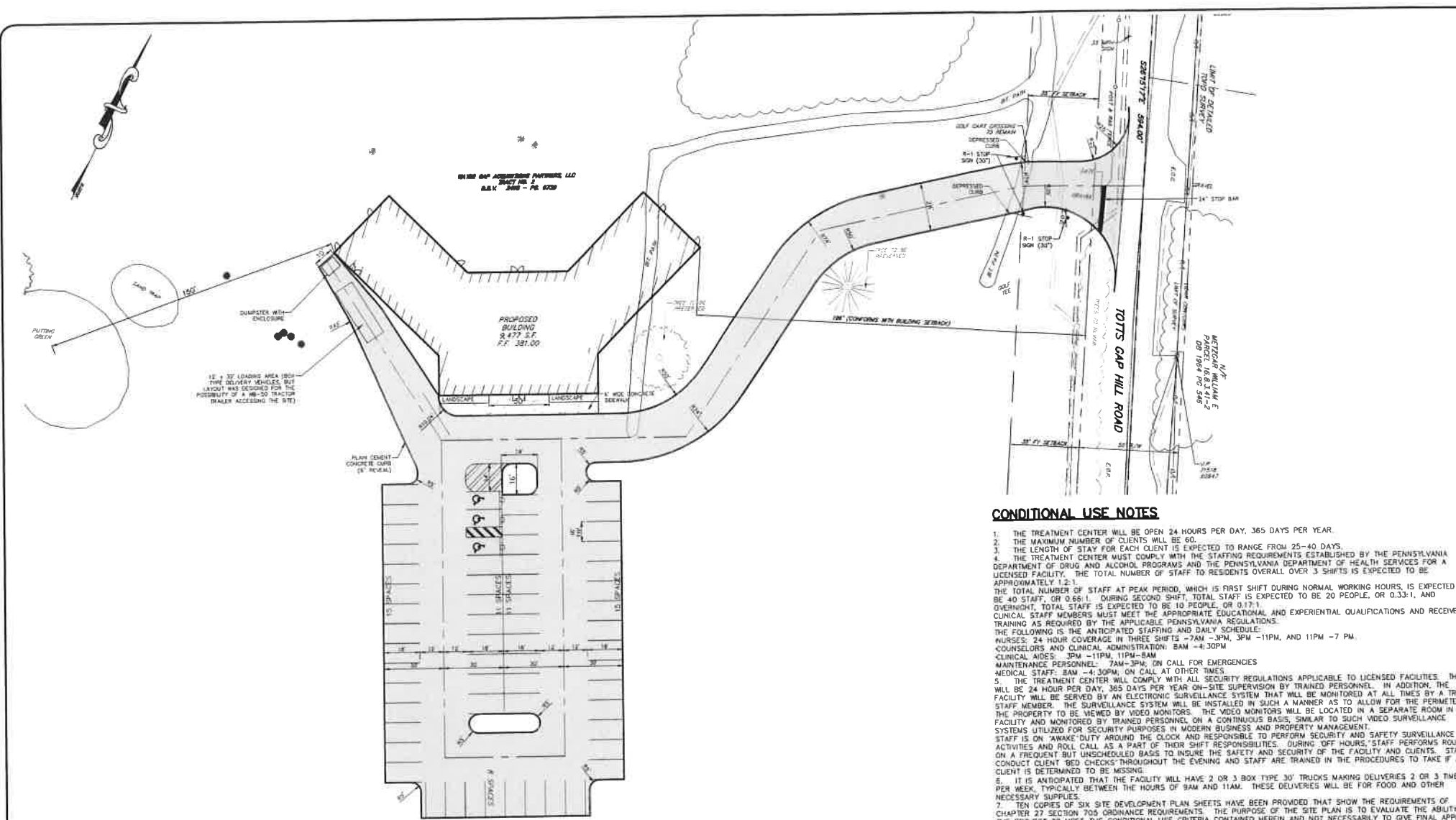
JOB	P MGR.
1072123.000	CN

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 SHEET 2 OF 6

EF-1

NOTE:
 VERTICAL TEXT INDICATES PROPOSED FEATURES
 SLANTED TEXT INDICATES EXISTING FEATURES





CONDITIONAL USE NOTES

1. THE TREATMENT CENTER WILL BE OPEN 24 HOURS PER DAY, 365 DAYS PER YEAR.
2. THE MAXIMUM NUMBER OF CLIENTS WILL BE 60.
3. THE LENGTH OF STAY FOR EACH CLIENT IS EXPECTED TO RANGE FROM 25-40 DAYS.
4. THE TREATMENT CENTER MUST COMPLY WITH THE STAFFING REQUIREMENTS ESTABLISHED BY THE PENNSYLVANIA DEPARTMENT OF DRUG AND ALCOHOL PROGRAMS AND THE PENNSYLVANIA DEPARTMENT OF HEALTH SERVICES FOR A LICENSED FACILITY. THE TOTAL NUMBER OF STAFF TO RESIDENTS OVERALL OVER 3 SHIFTS IS EXPECTED TO BE APPROXIMATELY 1:2.
5. THE TOTAL NUMBER OF STAFF AT PEAK PERIOD, WHICH IS FIRST SHIFT DURING NORMAL WORKING HOURS, IS EXPECTED TO BE 40 STAFF, OR 0.66:1. DURING SECOND SHIFT, TOTAL STAFF IS EXPECTED TO BE 20 PEOPLE, OR 0.33:1, AND OVERNIGHT, TOTAL STAFF IS EXPECTED TO BE 10 PEOPLE, OR 0.17:1.
6. CLINICAL STAFF MEMBERS MUST MEET THE APPROPRIATE EDUCATIONAL AND EXPERIENTIAL QUALIFICATIONS AND RECEIVE TRAINING AS REQUIRED BY THE APPLICABLE PENNSYLVANIA REGULATIONS.
7. THE FOLLOWING IS THE ANTICIPATED STAFFING AND DAILY SCHEDULE:
 -NURSES: 24 HOUR COVERAGE IN THREE SHIFTS - 7AM - 3PM, 3PM - 11PM, AND 11PM - 7 PM.
 -COUNSELORS AND CLINICAL ADMINISTRATION: 8AM - 4:30PM
 -CLINICAL AIDS: 8PM - 11PM, 11PM - 8AM
 -MAINTENANCE PERSONNEL: 7AM - 3PM, ON CALL FOR EMERGENCIES
 -MEDICAL STAFF: 8AM - 4:30PM, ON CALL AT OTHER TIMES
8. THE TREATMENT CENTER WILL COMPLY WITH ALL SECURITY REGULATIONS APPLICABLE TO LICENSED FACILITIES. THERE WILL BE 24 HOUR PER DAY, 365 DAYS PER YEAR ON-SITE SUPERVISION BY TRAINED PERSONNEL. IN ADDITION, THE FACILITY WILL BE SERVED BY AN ELECTRONIC SURVEILLANCE SYSTEM THAT WILL BE MONITORED AT ALL TIMES BY A TRAINED STAFF MEMBER. THE SURVEILLANCE SYSTEM WILL BE INSTALLED IN SUCH A MANNER AS TO ALLOW FOR THE PERIMETER OF THE PROPERTY TO BE VIEWED BY VIDEO MONITORS. THE VIDEO MONITORS WILL BE LOCATED IN A SEPARATE ROOM IN THE FACILITY AND MONITORED BY TRAINED PERSONNEL ON A CONTINUOUS BASIS, SIMILAR TO SUCH VIDEO SURVEILLANCE SYSTEMS UTILIZED FOR SECURITY PURPOSES IN MODERN BUSINESS AND PROPERTY MANAGEMENT.
9. STAFF IS ON "AWAKE" DUTY AROUND THE CLOCK AND RESPONSIBLE TO PERFORM SECURITY AND SAFETY SURVEILLANCE ACTIVITIES AND ROLL CALL AS A PART OF THEIR SHIFT RESPONSIBILITIES. DURING "OFF HOURS," STAFF PERFORMS ROUNDS ON A FREQUENT BUT UNSCHEDULED BASIS TO INSURE THE SAFETY AND SECURITY OF THE FACILITY AND CLIENTS. STAFF CONDUCT CLIENT "BED CHECKS" THROUGHOUT THE EVENING AND STAFF ARE TRAINED IN THE PROCEDURES TO TAKE IF A CLIENT IS DETERMINED TO BE MISSING.
10. IT IS ANTICIPATED THAT THE FACILITY WILL HAVE 2 OR 3 BOX TYPE 30' TRUCKS MAKING DELIVERIES 2 OR 3 TIMES PER WEEK, TYPICALLY BETWEEN THE HOURS OF 8AM AND 11AM. THESE DELIVERIES WILL BE FOR FOOD AND OTHER NECESSARY SUPPLIES.
11. TEN COPIES OF SIX SITE DEVELOPMENT PLAN SHEETS HAVE BEEN PROVIDED THAT SHOW THE REQUIREMENTS OF CHAPTER 27 SECTION 708 ORDINANCE REQUIREMENTS. THE PURPOSE OF THE SITE PLAN IS TO EVALUATE THE ABILITY OF THE PROJECT TO MEET THE CONDITIONAL USE CRITERIA CONTAINED HEREIN AND NOT NECESSARILY TO GIVE FINAL APPROVAL WHEN FURTHER SUBMISSIONS UNDER THE TOWNSHIP'S SUBDIVISION AND LAND DEVELOPMENT ORDINANCE [CHAPTER 22] OR OTHER TOWNSHIP ORDINANCES ARE REQUIRED.
12. DRAINAGE RUNOFF FROM THE SITE DRAINS OVERLAND TO THE NORTHEAST AND EVENTUALLY DRAINS INTO CHERRY CREEK (DEFINED SPECIFICALLY IN THE PA CHAPTER 93 CODE AS CHERRY CREEK - BASIN, LR 45010 BRIDGE TO MOUTH - CWF, MF). THE OVERALL STORMWATER MANAGEMENT CONCEPT FOR THE PROJECT WILL BE DESIGNED IN ACCORDANCE WITH CHAPTER 26 PART 2 SUBSECTION 222 OF THE SMITHFIELD TOWNSHIP CODE AND NPDES STORM WATER PERMITTING FOR PROJECTS WITH EARTH DISTURBANCE GREATER THAN ONE ACRE. GROUNDWATER RECHARGE REQUIREMENTS ARE MET BY PROVIDING THE REQUIRED CAPACITY WITHIN THE SUBSURFACE INFILTRATION SYSTEM. THE BASIN AS APPROXIMATELY (CAN BE ENLARGED OR REDUCED) SHOULD REASONABLY CONTROL TOWNSHIP ORDINANCE AND NPDES REQUIREMENTS WHEN FINAL DESIGN IS COMPLETED AND LAND DEVELOPMENT REQUIREMENTS APPLY.
13. THERE ARE NO SIGNS PROPOSED AT THIS TIME. IT IS UNDERSTOOD THAT ANY FUTURE SIGNS WOULD BE SUBJECT TO ALL ORDINANCE REQUIREMENTS OF THE TOWNSHIP.
14. A REPORT TITLED "SOIL FEASIBILITY EVALUATION FOR HEALTHY MINDS TREATMENT CENTER HAS BEEN PREPARED AND PROVIDES SOIL TEST REPORTS, REGULATORY GUIDANCE AND MAP LOCATIONS WITH A CONCLUSION THAT THE PROJECT HAS AREAS DEEMED GENERALLY SUITABLE FOR THE TREATMENT CENTER ANTICIPATED FLOWS OF 8,100 GPD FOR SEWAGE TREATMENT AND THE THREE TEST PIT AREAS IN THE STORM BASIN FOR STORMWATER INFILTRATION.
15. WATER SUPPLY WILL BE PROVIDED BY AN ON-SITE WELL AND WILL REQUIRE PERMITTING THROUGH THE PA DEP. A QUICK REVIEW OF THE GEOLOGY SHOWS TWO ROCK TYPES ON SITE. THESE ARE THE BLOOMSBURG AND THE DECKER FORMATION THROUGH THE ROCKING ISLAND FORMATION. UNDOUBTED, THESE ARE TWO OF THE MORE PROLIFIC WATER PRODUCING FORMATIONS IN MONROE COUNTY WHICH INDICATES A LIKELIHOOD FOR SUCCESS AND FEASIBILITY OF THE WATER SYSTEM.
16. SMITHFIELD TOWNSHIP ORDINANCE SECTION 27-404A HAS A TRAFFIC IMPACT STUDY REQUIREMENT FOR GENERATION OF OVER 500 TRIP-ENDS. THE MAXIMUM ANTICIPATED DAILY VEHICULAR TRIPS OF 264 DOES NOT REACH THAT THRESHOLD.

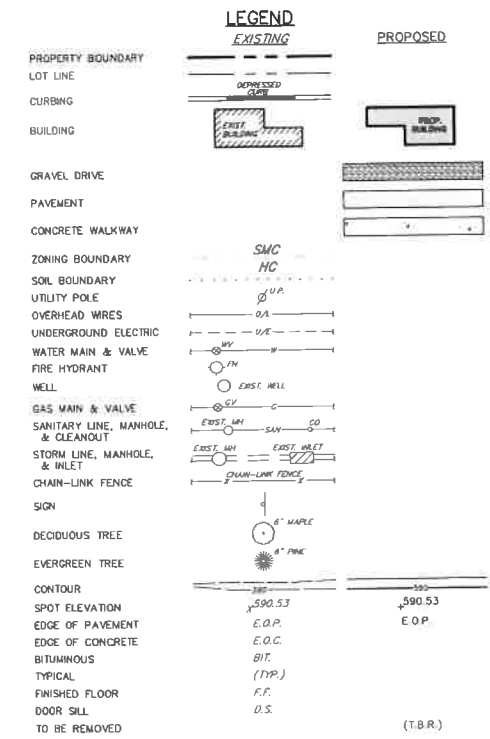
SITE DATA

OWNER: WATER GAP ACQUISITIONS PARTNERS, LLC
 PROPERTY ADDRESS: 803 SCOTT STREET, BOX 3
 STROUBSBURG, PA 18350
 APPLICANT/LESSEE: HEALTHY MINDS PARTNERS, LLC
 57 SOUTH POINT DRIVE UNIT 1003
 MIAMI FL 33139

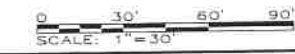
DEED REFERENCE: O.B.V. 2418 - PG. 6885
 PARCEL NO.: 16/9/1/22
 PIN: 10210007555514
 TOTAL AREA: 31.70 AC. (1,380,852 SF)
 PROPOSED USE: RESIDENTIAL TREATMENT FACILITY

ZONING DATA

DISTRICT: R-1: LOW DENSITY RESIDENTIAL	ON-SITE SEWER AND WATER	
PARKING: REHABILITATION FACILITY 1/325 SF X 19,000 SF = 59 PARKING SPACES REQUIRED. 80 SPACES PROVIDED		
MINIMUMS:	EXISTING:	PROPOSED:
LOT SIZE: 50,000 SF	1,380,852 SF	1,380,852 SF
LOT WIDTH: 150 FT.	90' +/- CV RD.	NO CHANGE
	2,000' +/- TG RD	
LOT DEPTH: 200 FT.	90'	90'
FRONT YARD: 35 FT.	35'	196'
SIDE YARD: 30 FT.	30'	240'
REAR YARD: 25 FT.	25'	540'
MAXIMUMS:	EXISTING:	PROPOSED:
BUILDING COVERAGE: 50%	50%	18,000/1,380,852=1.4%
BUILDING HEIGHT: 35 FT.	35 FT.	LESS THAN 35'
IMPERVIOUS COVERAGE: 22,000 SF		64,000/1,380,852=4.6%
AREA OF EARTH DISTURBANCE:		140,000 SF
APPROX SEWAGE SYSTEM DISTURBANCE:		50,000 SF
TOTAL DISTURBANCE:		200,000 SF



NOTE: VERTICAL TEXT INDICATES PROPOSED FEATURES
 SLANTED TEXT INDICATES EXISTING FEATURES



REVISIONS	DATE	BY

610.398.0804
 barry@settt.com
 85 South Route 100
 Allentown, PA 18106

BARRY
SETTT
&
ASSOCIATES INC.

MEETINGS/WORKING AGREEMENTS AND CONSULTANTS

CONDITIONAL USE SITE PLAN
TREATMENT CENTER CONDITIONAL USE PLAN
HEALTHY MINDS PARTNERS, LLC
SMITHFIELD TOWNSHIP
MONROE COUNTY, PA

DATE: 8/22/2023	DSGN: CN
SCALE: 1"=30'	CHK: CN
DRAWN: MB	APPRD: CN
JOB: 107123.000	P MGR: CN
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SHEET: 3 OF 6	

CD-1

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REVISIONS	DATE	BY

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barryisett.com
85 South Route 100
Allentown, PA 18106

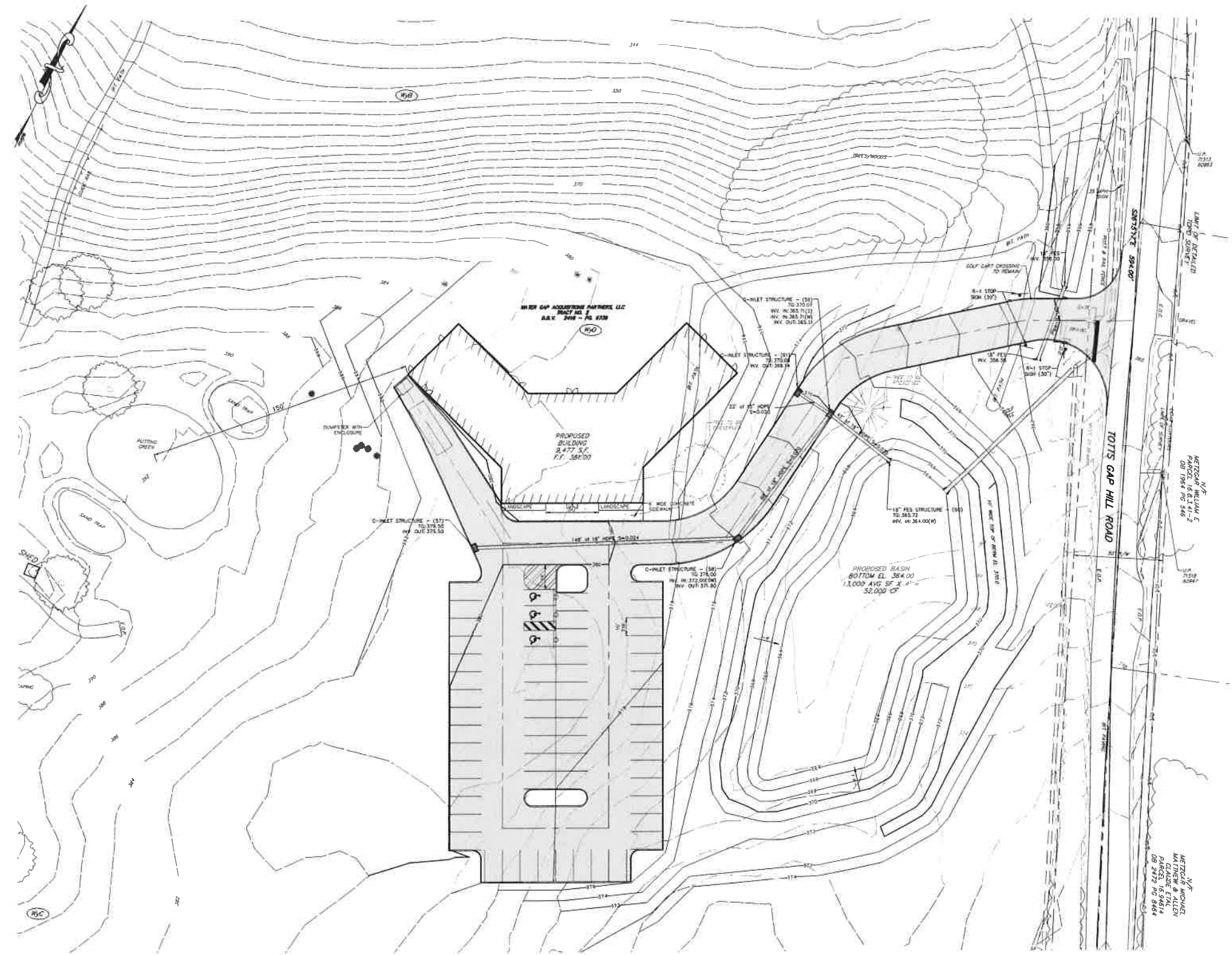
BARRY ISETT & ASSOCIATES
MULTI-DISCIPLINE ENGINEERS AND CONSULTANTS

CONDITIONAL USE GRADING PLAN
TREATMENT CENTER CONDITIONAL USE PLAN
HEALTHY MINDS PARTNERS, LLC
SMITHFIELD TOWNSHIP
MONROE COUNTY, PA

DATE: 8/22/2023
SCALE: 1"=30'
DRAWN: MB
JOB: 1072123.000
SHEET: 4 OF 5

DSGN: CN
CHK: CN
APPR: CN
P MGR: CN
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CD-2

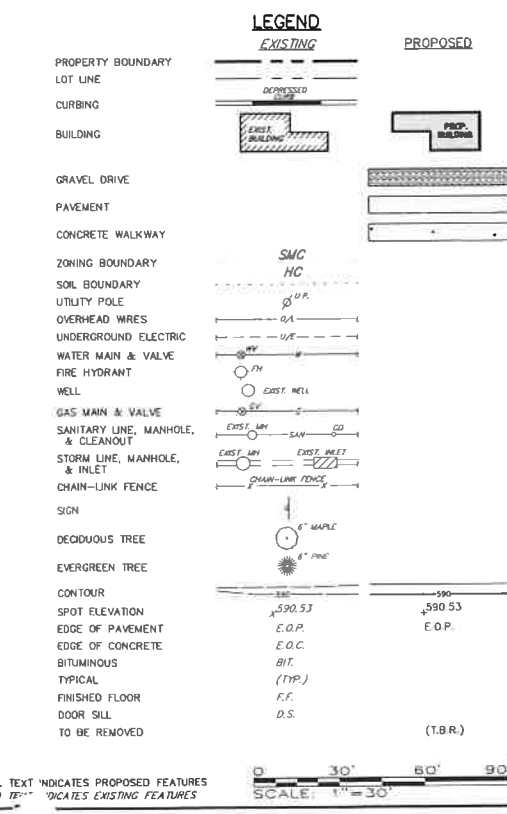


- GRADING NOTES:**
- ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE REQUIREMENTS OF PENNSYLVANIA AEC LATEST EDITION.
 - STORM SEWER PIPES SHALL ENTER THE SIDES OF THE INLET BODIES AND SHALL NOT ENCRUST INTO BOX CORNERS. UNIFORM (EXPANDED) INLET BODIES SHALL BE USED WHERE NECESSARY.
 - THE MINIMUM SLOPE IN GRADED AREAS SHALL NOT BE LESS THAN 2% AND THE MINIMUM IN PAVED AREAS SHOULD NOT BE LESS THAN 1%.
 - PAVEMENT SHALL BE SLOPED IN STRAIGHT LINES TO THE FULL DEPTH OF THE EXISTING PAVEMENT. ALL SLOPES FROM PERSONAL OPERATIONS SHALL BE REMOVED FROM THE JOB AT THE TIME OF EXCAVATION. SLOPES OF 2% SHALL NOT BE FORMED.
 - IN CASE OF DISCREPANCIES BETWEEN PLANS, THE SITE/RECORD PLAN WILL SUPERSEDE IN ALL CASES. THE ENGINEER OF RECORD MUST BE IMMEDIATELY NOTICED IN WRITING OF ANY DISCREPANCIES.
 - THE CONTRACTOR SHALL BE RESPONSIBLE TO OBTAIN ALL NECESSARY PERMITS (INCLUDING PAID) FOR ALL UTILITIES, HALL, AND/OR BORROW SITES. CONTRACTOR SHALL SUPPLY A COPY OF APPLICABLE TO BIDDING AND UNDER PRIOR TO BEGINNING WORK.
 - EXISTING UTILITIES AND STORM SEWERS SHALL BE CLEANED AND FLUSHED. NEW PIPES AND PIPES SHALL BE CHECKED FOR SLOPE/AFTERS AFTER CONSTRUCTION AND ALLOWED/CLEANED IF NECESSARY.
 - ALL STORMWATER DRAINAGE FACILITIES AND CONSTRUCTION PROCEDURES SHALL CONFORM TO THE PENNSYLVANIA STANDARDS AND MANUFACTURER SPECIFICATIONS WHEN APPLICABLE.
 - DEPTH OF EXISTING UTILITIES IN PORTIONS OF THE SITE ARE UNKNOWN. WHERE EXISTING UTILITIES ARE TO REMAIN AND ARE FOUND TO HAVE INADEQUATE COVER AFTER FINAL PROPOSED GRADES HAVE BEEN ESTABLISHED, THE DESIGN ENGINEER SHALL BE CONTACTED IMMEDIATELY AND PRIOR TO FURTHER CONSTRUCTION ACTIVITIES IN THE AREA OF SAID CONFLICT.
 - ALL DESIGNERS AND CONTRACTORS USING THIS PLAN AND THE INFORMATION CONTAINED THEREON ARE CAUTIONED TO COMPLY WITH THE REQUIREMENTS OF PENNSYLVANIA ACT 381 LOCATIONS OF EXISTING AND PROPOSED UNDERGROUND UTILITIES AND FACILITIES SHOWN ON THE DRAWINGS HAVE BEEN DEVELOPED FROM INFORMATION MADE AVAILABLE. COMPLETENESS AND ACCURACY OF LOCATION AND DEPTH OF UTILITIES AND FACILITIES CANNOT BE GUARANTEED. THE CONTRACTOR IS TO VERIFY THE DEPTH AND LOCATION OF ALL UTILITIES AND FACILITIES BEFORE THE START OF WORK. UTILITY HAND EXCAVATION IS REQUIRED WORK. IT IS ALSO TO BE DONE IN ACCORDANCE WITH THE UTILITY COMPANIES WHOSE FACILITIES ARE IN THE VICINITY OF THE WORK. OTHER UTILITIES MAY BE REQUIREMENTS OF PENNSYLVANIA ACT 38 (1978). THE CONTRACTOR SHALL CONTRACT THE PENNSYLVANIA ONE CALL SYSTEM AT 1-800-242-1778. AT LEAST 3 DAYS PRIOR TO EXCAVATION.
 - CONTRACTORS SHALL HAVE ALL REQUIRED SUBMITTALS APPROVED PRIOR TO BEGINNING WORK OR GRADING MATERIALS.
 - CONTRACTORS SHALL VERIFY ALL DIMENSIONS, HEIGHTS, ELEVATIONS, AND EXISTING CONDITIONS PRIOR TO PROCEEDING WITH THE WORK. VARIATIONS BETWEEN DRAWINGS AND ACTUAL FIELD CONDITIONS SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER AND RESOLVED PRIOR TO PROCEEDING WITH THE WORK.
 - CONTRACTOR SHALL BE RESPONSIBLE FOR SAFETY, PROCEDURES, MEANS AND METHODS, SEQUENCING, AND COORDINATION.
 - ALL WORK SHALL BE PERFORMED BY QUALIFIED, EMPLOYED PERSONNEL.
 - CONTRACTOR SHALL NOTIFY THE OWNER OF PREEXISTING CONDITIONS OF DETRIORATION IN AREAS OF WORK THAT ARE UNCOVERED OR EXPOSED DURING THE WORK.
 - FIELD CHANGES REQUIRE PRIOR ENGINEERING REVIEW AND WRITTEN CONSENT.
 - CONTRACTOR SHALL PROVIDE LAYOUT, LINE AND GRADE UNLESS OTHERWISE NOTED.
 - CONTRACTOR SHALL PROVIDE TEMPORARY DEMARKING OF EXCAVATIONS THROUGHOUT THE DURATION OF CONTRACT AT NO ADDITIONAL COST.
 - REINFORCE AREAS OF EXISTING SUBGRADE FOUND TO HAVE INSUFFICIENT COMPACTION DENSITY TO DEPTH NECESSARY AND REPLACE IN A MANNER THAT WILL COMPLY WITH COMPACTION REQUIREMENTS BY USE OF MATERIAL EQUAL TO OR BETTER THAN BEST SUBGRADE MATERIAL ON SITE. SURFACE OF SUBGRADE AFTER COMPACT ON SHALL BE HARD, UNIFORM, SMOOTH, STABLE, AND TRUE TO GRADE AND CROSS SECTION.
 - CONTRACTOR TO PROTECT SUBGRADE FROM EXCESSIVE WHEEL LOADING DURING CONSTRUCTION. INCLUDING DUMP TRUCKS AND CONCRETE TRUCKS.
 - EMBANKMENT PLACEMENT: ALL DETENTION PREVENTION BASIN EMBANKMENTS SHALL BE PLACED IN A MANNER IF DIRT (2)-INCH LIFTS COMPACTED TO A MINIMUM OF 95% OF MODIFIED PROCTOR DENSITY, AS ESTABLISHED BY AASHTO T-99. PRIOR TO PROCEEDING TO THE NEXT LIFT, THE COMPACTION SHALL BE CHECKED BY THE TOWNSHIP ENGINEER OR A CERTIFIED SOILS ENGINEER. COMPACTION TESTS SHALL BE RUN ON THE LEADING AND TRAILING EDGE OF THE BERM ALONG THE TOP OF BERM.
 - POUND LENGTH: THE LENGTH OF THE POND BETWEEN THE INFLOW AND OUTFLOW POINTS SHALL BE MAINTAINED TO PREVENT SHORT CIRCULATING OF THE RUNOFF FLOWING THROUGH THE POND.
 - CLIFF TRENCH: A CLIFF TRENCH (VERTICAL) OF APPROXIMATE MATERIAL SHALL BE PROVIDED UNDER ALL EMBANKMENTS THAT REQUIRE FILL MATERIAL. THE CLIFF TRENCH SHALL BE A MINIMUM OF 8" (2)-FEET DEEP AND HAVE 50% SLOPES OF ONE-TO-ONE.
 - REFER TO THE SITE LAYOUT/RECORD PLAN FOR ADDITIONAL NOTES.
 - GRADING EQUIPMENT SHALL NOT BE ALLOWED TO CROSS STREETS, WETLANDS OR OTHER WATERS OF THE COMMONWEALTH EXCEPT BY PA DEP PERMIT.

- PLACEMENT OF FILL NOTES:**
- BACKFILLING TO THE SUBGRADE ELEVATION SHALL BE DONE IN LAYERS OF SIX (6) TO EIGHT (8) INCHES AND EACH LAYER SHALL BE THOROUGHLY TAMED BY AN APPROVED MECHANICAL TAMPER TO A MINIMUM DENSITY OF 95% AT OPTIMUM MOISTURE AS DETERMINED BY ASTM D-1558 OR AASHO T-99 WITH SUITABLE BACKFILL MATERIAL. BACKFILLING OR TAMING WITH TROWING MACHINES IS PROHIBITED.
 - THE FILL MATERIAL SHALL CONTAIN THE PROPER MOISTURE CONTENT TO OBTAIN THE REQUIRED COMPACTION. WETTING OR DRYING OF THE MATERIAL OR ANY OTHER MANIPULATION SHALL BE REQUIRED TO SECURE UNIFORM MOISTURE CONTENT THROUGHOUT THE LAYER. IF THE MATERIAL IS TOO WET TO POINT PROPER COMPACTION, ALL WORK ON PORTIONS THEREIN NOTIFIED SHALL BE STOPPED UNTIL THE WET MATERIAL HAS DROPPED TO THE MOISTURE CONTENT OR HAS BEEN REQUIRED. A LAYER OF FILL SHALL NOT BE ADDED UNTIL THE PREVIOUS LAYER HAS ATTAINED THE REQUIRED PERCENT COMPACTION.
 - SUITABLE BACKFILL MATERIAL IS MATERIAL CONTAINING NO DEBRIS, ORGANIC MATTER, FROZEN MATERIAL OR LARGE ROCKS OR STONES WITH A DIAMETER OF GREATER THAN ONE-HALF THE THICKNESS OF THE COMPACTED LAYER BEING PLACED. IN ADDITION, BACKFILL MATERIAL SHALL NOT CONTAIN VEGETATION, BASES OF ROOTS, INDIVIDUAL ROOTS, CHAINS, AGLES, REINFORCING BARS OR ANY OTHER MATERIAL WHICH IN THE OPINION OF THE ENGINEER IS UNSUITABLE.

Volume to BMPs

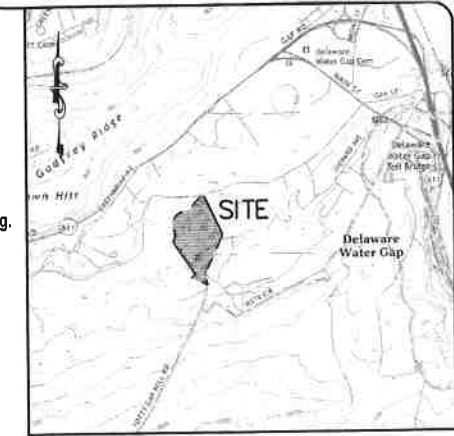
2 Year Recipit	Area (Ac)	Runoff (In)	Q (CFS)	Volume (Cu Yd)
UG Detention System (BMP 1)	21.9177	0.36	1,100	14,789
TOTAL	21.9177	0.36	1,100	14,789



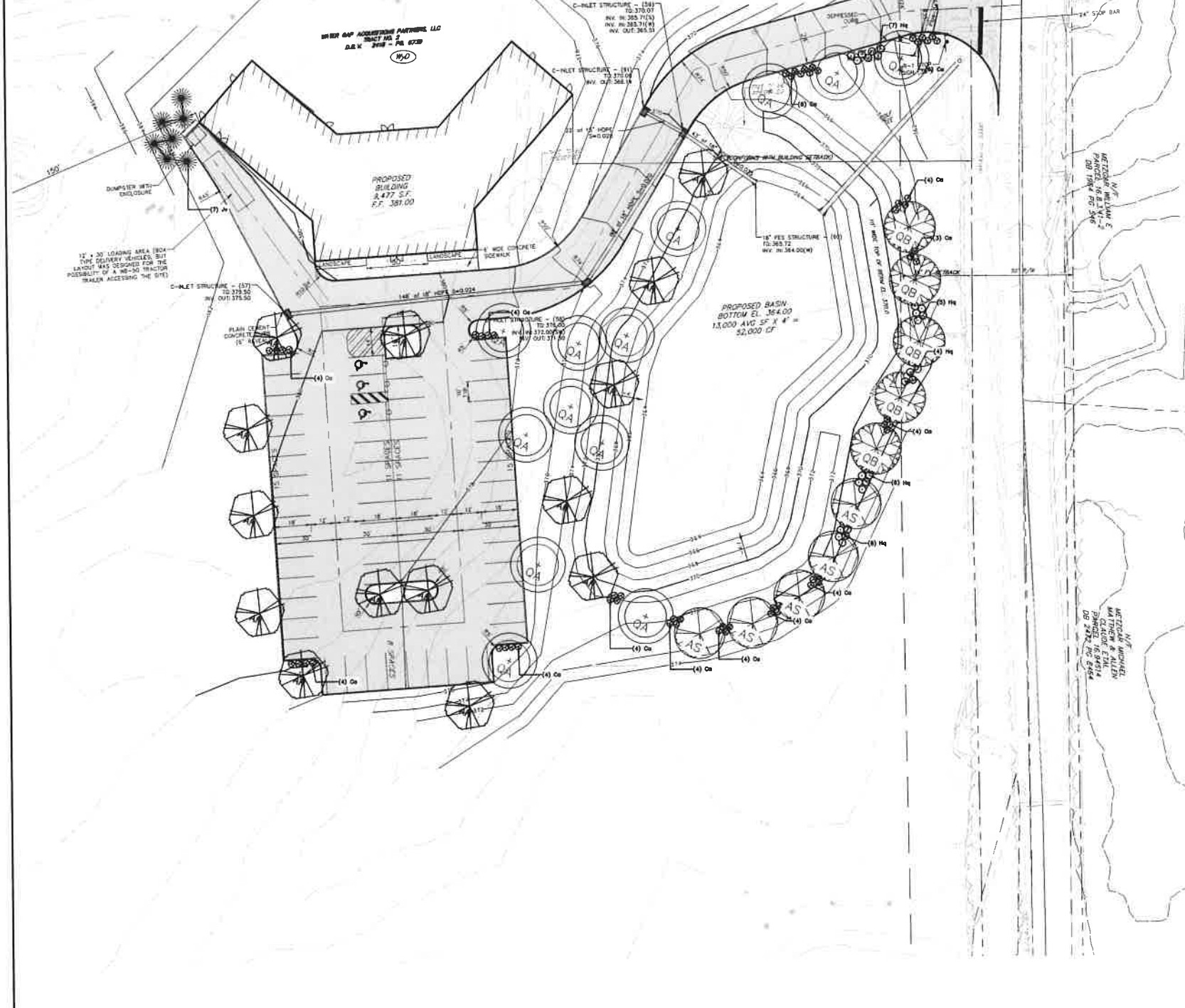
NOTE:
VERTICAL TEXT INDICATES PROPOSED FEATURES
SLANTED TEXT INDICATES EXISTING FEATURES



Know what's below. Call before you dig.



KEY MAP SCALE: 1"=2000'



Street Tree Schedule

SYMBOL	QUANTITY	SCIENTIFIC NAME	COMMON NAME	B&B/CONTAINER	Size/Height	Notes
Ar	2	Acer rubrum	Red Maple	B&B	1-1.5" Cal	Single leader
Qa	1	Quercus alba	White Oak	B&B	1-1.5" Cal	Single leader

Parking Lot Schedule

SYMBOL	QUANTITY	SCIENTIFIC NAME	COMMON NAME	B&B/CONTAINER	Size/Height	Notes
As	11	Acer saccharum	Sugar Maple	B&B	1-1.5" Cal	Single leader
Qb	5	Quercus bicolor	Swamp White Oak	B&B	1-1.5" Cal	Single leader
Ar	12	Acer rubrum	Red Maple	B&B	1-1.5" Cal	Single leader
Qa	11	Quercus alba	White Oak	B&B	1-1.5" Cal	Single leader
Shrubs						
Ca	16	Clethra alnifolia	Summersweet		4'HT	
Evergreens						
Jv	7	Juniperus virginiana	Eastern Red Cedar	B&B	6-7'HT	

Buffer Schedule

SYMBOL	QUANTITY	SCIENTIFIC NAME	COMMON NAME	B&B/CONTAINER	Size/Height	Notes
Ac	2	Amelanchier canadensis	Shadbush Serviceberry	B&B	6-8'HT	
Evergreens						
Jv	6	Juniperus virginiana	Eastern Red Cedar	B&B	6-7'HT	
Shrubs						
Ca	29	Clethra alnifolia	Summersweet		4'HT	

Stormwater Plantings

SYMBOL	QUANTITY	SCIENTIFIC NAME	COMMON NAME	B&B/CONTAINER	Size/Height	Notes
As	5	Acer saccharum	Sugar Maple	B&B	1-1.5" Cal	Single leader
Qb	5	Quercus bicolor	Swamp White Oak	B&B	1-1.5" Cal	Single leader
Ar	5	Acer rubrum	Red Maple	B&B	1-1.5" Cal	Single leader
Qa	9	Quercus alba	White Oak	B&B	1-1.5" Cal	Single leader
Shrubs						
Hq	28	Hydrangea quercifolia	Oak Leaf Hydrangeas		4' HT	
Cu	45	Clethra alnifolia	Summersweet		4' HT	

NOTES:

LANDSCAPE REQUIREMENTS:

STREET TREES:
1 TREE / 50 LF. LENGTH OF FRONTAGE: 470 LF.
THE APPLICANT REQUESTS THAT THE PRESERVED TREES ALONG 354' OF FRONTAGE BE COUNTED TOWARDS THE REQUIREMENTS.
☞ = 3 TREES REQUIRED AND 3 TREES PROVIDED.

STREET BUFFER STRIP:
25' BUFFER STRIP REQUIRED AND PROVIDED ALONG 470' OF FRONTAGE.
THE APPLICANT REQUESTS THAT THE PRESERVED TREES ALONG 354' OF FRONTAGE BE COUNTED TOWARDS THE REQUIREMENTS.
REQUIRED PLANT QUANTITIES:
1 EVERGREEN PER 20 LF - ☞ = 6 TREES REQUIRED AND PROVIDED
1 SHADE TREE/60 LF - ☞ = 2 TREES REQUIRED AND PROVIDED
1 ORNAMENTAL TREE/60 LF - ☞ = 2 TREES REQUIRED AND PROVIDED
5 SHRUBS/4 LF - ☞ = 29 TREES REQUIRED AND PROVIDED

PARKING LOT:
1 TREE / 50 LF OF PERIMETER. PERIMETER = 500 LF
☞ = 10 TREES REQUIRED AND PROVIDED

1 TREE PER 20' OF ISLAND LENGTH ☞ = 7 TREES REQUIRED AND PROVIDED
5 SHRUBS PER 40' OF LENGTH - ☞ = 35 = 16 SHRUBS REQUIRED AND PROVIDED

STORMWATER PLANTINGS:
1 TREE AND 3 SHRUBS PER 30 LF OF PERIMETER
☞ = 24 TREES REQUIRED AND PROVIDED
☞ = 24*3 = 72 SHRUBS REQUIRED AND 73 SHRUBS PROVIDED

LEGEND

PROPERTY BOUNDARY		EXISTING		PROPOSED
LOT LINE				
CURBING				
BUILDING				
GRAVEL DRIVE				
PAVEMENT				
CONCRETE WALKWAY				
ZONING BOUNDARY				
SOIL BOUNDARY				
UTILITY POLE				
OVERHEAD WIRES				
UNDERGROUND ELECTRIC				
WATER MAIN & VALVE				
FIRE HYDRANT				
WELL				
GAS MAIN & VALVE				
SANITARY LINE, MANHOLE, & CLEANOUT				
STORM LINE, MANHOLE, & INLET				
CHAIN-LINK FENCE				
SIGN				
DEODOROUS TREE				
EVERGREEN TREE				
CONTOUR				
SPOT ELEVATION				
EDGE OF PAVEMENT				
EDGE OF CONCRETE				
BITUMINOUS				
TYPICAL				
FINISHED FLOOR				
DOOR SILL				
TO BE REMOVED				

NOTE:
VERTICAL TEXT INDICATES PROPOSED FEATURES
SLANTED TEXT INDICATES EXISTING FEATURES
SCALE: 1"=30'

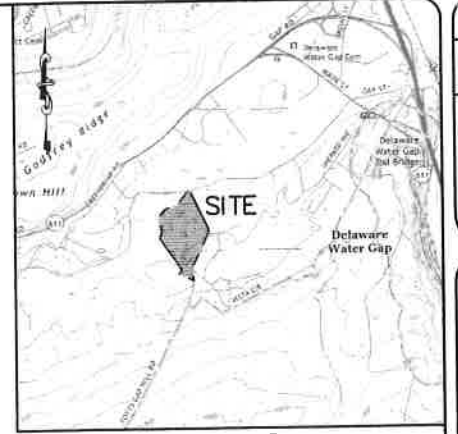
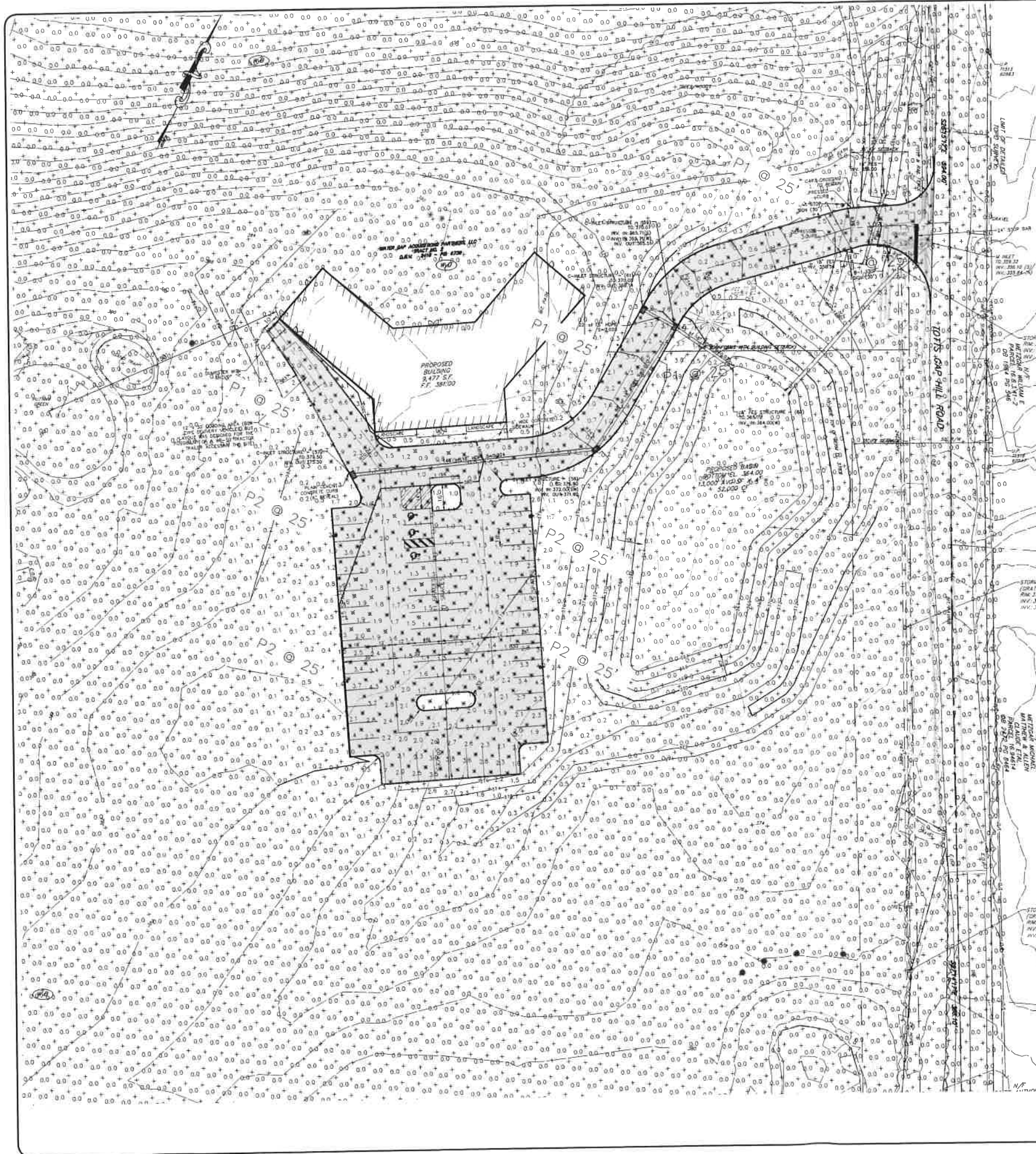
610.398.0904
barryisett.com
85 South Route 100
Allentown, PA, 18106

BARRY ISETT & ASSOCIATES, P.C.
LANDSCAPE ARCHITECTS & CIVIL ENGINEERS

LANDSCAPE PLAN
TREATMENT CENTER CONDITIONAL USE PLAN
HEALTHY MINDS PARTNERS, LLC
SMITHFIELD TOWNSHIP
MONROE COUNTY, PA

DATE:	8/22/2023	DSGN:	CN
SCALE:	AS SHOWN	CHK:	CN
DRAWN:	MB	APPRD:	CN
JOB:	1072123.000	P MGR:	CN
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LL-1



KEY MAP
SCALE: 1"=2000'

Statistics						
Description	Symbol	Avg	Max	Min	Max/Min	Avg/Min
Site Lighting	+	0.1 fc	8.0 fc	0.0 fc	N/A	N/A
Parking Area	X	2.0 fc	4.4 fc	1.0 fc	4.4:1	2.0:1
Roadway Lighting	X	2.2 fc	8.0 fc	0.2 fc	40.0:1	11.0:1

Symbol	Label	Quantity	Manufacturer	Description	Number Lamps	Lumens Per Lamp	Catalog Number	Light Loss Factor	Wattage
□	P1	3	Lithonia Lighting	RSX Area Luminaire Size I P3 Luminaire Package 3000C CCT Type #2 Distribution	1	12808	RSX1 LED P3 30K P2	0.95	109442
□	P2	4	Lithonia Lighting	RSX Area Fixture Size I P3 Luminaire Package 3000C CCT Type R4 Distribution	1	12930	RSX1 LED P3 30K R4	0.95	10944

Note
 1. Calculations taken @ ground level.
 2. Surface reflectances set to 50%.
 3. Calculations are estimations based on information provided. Actual conditions may vary.

LEGEND

EXISTING

PROPOSED

- PROPERTY BOUNDARY
- LOT LINE
- CURBING
- BUILDING
- GRAVEL DRIVE
- PAVEMENT
- CONCRETE WALKWAY
- ZONING BOUNDARY
- SOIL BOUNDARY
- UTILITY POLE
- OVERHEAD WIRES
- UNDERGROUND ELECTRIC
- WATER MAIN & VALVE
- FIRE HYDRANT
- WELL
- GAS MAIN & VALVE
- SANITARY LINE, MANHOLE, & CLEANOUT
- STORM LINE, MANHOLE, & INLET
- CHAIN-LINK FENCE
- SIGN
- DECIDUOUS TREE
- EVERGREEN TREE
- CONTOUR
- SPOT ELEVATION
- EDGE OF PAVEMENT
- EDGE OF CONCRETE
- BITUMINOUS
- TYPICAL
- FINISHED FLOOR
- DOOR SILL
- TO BE REMOVED

SMC
HC
G.P.
G.A.
G.W.
G.V.
G.S.
G.C.
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G.Y.
G.Z.

590.53
E.O.P.
E.O.C.
BIT.
(TYP.)
F.F.
D.S.

590.53
E.O.P.

0 40' 80' 120'
SCALE: 1"=40'

REVISIONS	DATE	BY

610.398.0904
 baryisett.com
 85 South Route 100
 Allentown, PA 18106

BARRY ISETT & ASSOCIATES
 ENGINEERS AND CONSULTANTS

LIGHTING PLAN
TREATMENT CENTER CONDITIONAL USE PLAN
HEALTHY MINDS PARTNERS, LLC
SMITHFIELD TOWNSHIP
MONROE COUNTY, PA

DATE: 8/22/2023	DSGN: CN
SCALE: CHK: CN	
DRAWN: MB	APPRD: CN
JOB: 1072123.000	P MGR: CN
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SHEET 6 OF 6	

LL-2

NOTE:
 VERTICAL TEXT INDICATES PROPOSED FEATURES
 SLANTED TEXT INDICATES EXISTING FEATURES

A-2 Deed and Redacted Lease Agreement

D397934 MB

TAX CODE NOS. 16/9/1/26; 16/9/1/22; and 16/98063 (Smithfield Township)
TAX CODE NOS. 4/3/2/17; 4/3/2/18; 4/3/1/51-7 (Delaware Water Gap Borough)

This Indenture Made the

2nd day of April in the year of our Lord two thousand and thirteen (2013).

Between UNION MOTOR LODGE, INC., a New Jersey corporation with an office address of P.O. Box 725, Delaware Water Gap, PA 18327, Grantor, party of the first part

- A N D -

WATER GAP ACQUISITIONS PARTNERS, LLC, a Pennsylvania limited liability company, with an address c/o Precision Realty Group, 1429 Walnut Street, 12th Floor, Philadelphia, Pennsylvania 19102, Grantee, party of the second part.

Witnesseth, that the said party of the first part, for an in consideration of the sum of ONE MILLION ONE HUNDRED THOUSAND (\$1,100,000.00) DOLLARS-----lawful money of the United States of America, unto it well and truly paid by the said party of the second part at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, enfeoffed, released and confirmed, and by these presents does grant, bargain, sell, alien, enfeoff, release and confirm unto the said party of the second part, its successors and assigns,

ALL THOSE CERTAIN tracts, pieces, or parcels of land situate mostly in the Township of Smithfield and partly in Delaware Water Gap Borough, County of Monroe, and Commonwealth of Pennsylvania, bounded and described as follows, to wit:

Tract No. 1

BEGINNING at a set iron pipe, the corner at the end of the 8th course of lands conveyed by Monroe Security Bank and Trust Company, Guardian of the Estates of Ila W. Staples, to Adolph Schmitt et ux by deed dated August 19, 1970, and recorded in Deed Book Vol. 390, Page 259; thence by lands of Adolph Schmitt (magnetic meridian of 1968) the following three courses and distances:

- (1) South 88 degrees 50 minutes East 359.00 feet to an iron pipe in stones;
- (2) South 1 degree 26 minutes 01 seconds East 553.00 feet to a set iron pipe; and

COMMONWEALTH AGENCY, INC.
25 W. SKIPPACK PIKE
BROAD AXE, PA 18002
(215) 643-7744

CERTIFIED PROPERTY IDENTIFICATION NUMBERS	
16/9/1/26	SMITHFIELD TP
16/9/1/22	SMITHFIELD TP
16/98063	SMITHFIELD TP
4/3/2/17	DEL WATER GAP B
4/3/1/51-7	DEL WATER GAP B
4/3/2/18	DEL WATER GAP B

(3) South 88 degrees 14 minutes 51 seconds East 140.00 feet to a found iron bar; thence by lands of William R. Dikeman (magnetic meridian of 1974) South 2 degrees 05 minutes 07 seconds West 92.55 feet to a point; thence by the same South 88 degrees 35 minutes 00 seconds East 47.03 feet to a point; thence by lands of John R. Wilson South 43 degrees 47 minutes 52 seconds East 140.01 feet to a point; thence by lands of Allan Hecht South 48 degrees 42 minutes 08 seconds West 187.68 feet to a point; thence by the same South 57 degrees 13 minutes 55 seconds East 180.19 feet to a point; thence by the same North 33 degrees 15 minutes East (a former magnetic meridian) 143.1 feet to a point on the northwesterly line of a street 30 feet in width, Dogwood Drive; thence across the end of said thirty foot street, Dogwood Drive; South 43 degrees 56 minutes East (magnetic meridian of 1962) 30.00 feet to a point on the southeasterly line of Dogwood Drive; thence along the southeasterly line of Dogwood Drive North 48 degrees 44 minutes East 366 feet to a point; thence by lands of Mt. Minsi Inc. North 72 degrees 59 minutes East 33.6 feet to a point; thence by same North 47 degrees 59 minutes East 57.5 feet to an iron pipe; thence by lands C.K. Spencer South 49 degrees 26 minutes East 137.43 feet to an iron pipe; thence by the same North 40 degrees 34 minutes East 210 feet to an iron pipe; thence by lands of William C. Fisher South 49 degrees 26 minutes East 115.5 feet to an iron pipe; thence by lands of Wolfgang F. Knittel and by lands of Clifford Hauser South 48 degrees 47 minutes West (at 27.15 feet passing an iron pipe) 172.6 feet to an iron pipe; thence by lands of Clifford Hauser South 51 degrees 40 minutes East 19.2 feet to an iron pipe; thence by lands of Most Reverend J.C. McCormick South 39 degrees 48 minutes West 421.1 feet to an iron pipe; thence by lands of Thomas R. Weichel North 59 degrees 50 minutes West 13.3 feet to an iron pipe; thence by the same South 34 degrees 24 minutes West 206.75 feet to a point; thence by the same (magnetic meridian of 1974) the following four (4) courses and distances:

- (1) South 75 degrees 15 minutes East 28 feet to a point;
- (2) South 12 degrees 30 minutes West 36.6 feet to a point;
- (3) South 3 degrees East 110 feet to a point; and
- (4) South 20 degrees 45 minutes East 153.70 feet to a point;

thence by lands of said Thomas R. Weichel North 53 degrees 35 minutes East (magnetic meridian of 1962) 246.70 feet to a point in the center of Mountain Road; thence along the center of said Mountain Road South 12 degrees 20 minutes West 77.75 feet to a point on the southerly side of the bridge over Caldano Creek; thence by lands of The United States of America (magnetic meridian of Pennsylvania State Rectangular Grid System North Zone 1927) the following seventeen (17) courses and distances:

- 1) South 35 degrees 15 minutes West 78 feet to a point;
- 2) South 51 degrees 27 minutes West 91 feet to a point;
- 3) South 57 degrees 09 minutes West 114 feet to a point;
- 4) South 41 degrees 11 minutes West 84 feet to a point;
- 5) South 36 degrees 30 minutes West 378 feet to a point;
- 6) South 40 degrees 41 minutes West 56 feet to an iron pin on the southerly side of a private road;
- 7) South 35 degrees 40 minutes East 294.00 feet to an iron pin;
- 8) South 54 degrees 20 minutes West 125.00 feet to an iron pin;

- 9) North 35 degrees 40 minutes West 82.08 feet to an iron pin;
- 10) South 79 degrees 31 minutes 15 seconds West 145.68 feet to an iron pin;
- 11) Along a curve to the left having a radius of 180.00 feet for an arc length of 60.74 feet (chord bearing and distance being South 69 degrees 51 minutes 15 seconds West 60.45 feet) to an iron pin;
- 12) South 60 degrees 11 minutes 15 seconds West 149.39 feet to an iron pipe;
- 13) Along a curve to the right having a radius of 140.00 feet for an arc length of 220.45 feet (chord bearing and distance being North 74 degrees 42 minutes 05 seconds West 198.37 feet) to an iron pin on the southerly side of a private road;
- 14) Along the southerly side of said road South 64 degrees 08 minutes West 483.87 feet to a point;
- 15) South 59 degrees 58 minutes West 413 feet to a point;
- 16) South 58 degrees 54 minutes West 289 feet to a point;
- 17) North 29 degrees 07 minutes West 14 feet more or less to a point in the centerline of a private road.

thence in and along the centerline of a private road and by lands of the United States of America the following three (3) courses and distances (magnetic meridian 1940):

- 1) South 66 degrees 05 minutes West 193.2 feet to a point;
- 2) South 81 degrees 19 minutes West 125.0 feet to a point; and
- 3) South 75 degrees 55 minutes West 254 feet to a point;

thence by the same North 42 degrees 56 minutes West (magnetic meridian from deed of 1940) 195.2 feet to an iron pipe in a stone row; thence by the same North 41 degrees 05 minutes West (magnetic meridian 1962) 393.33 feet to an iron pipe; thence by lands of Jerry Volpe North 48 degrees 13 minutes East (magnetic meridian 1962) 314.60 feet to an iron pipe; thence crossing a road leading to Township Road No. 383 and by lands of Christie Shull North 48 degrees 13 minutes East (at 14.25 feet passing the centerline of said road) 266.25 feet to an iron pipe; thence by lands of Christie Shull (magnetic meridian of 1962) the following three courses and distances:

- 1) North 49 degrees 11 minutes East 1330.44 feet to a stone corner;
- 2) South 33 degrees 19 minutes East 152.00 feet to a point; and
- 3) North 9 degrees 41 minutes East 402.58 feet to a point;

thence by lands of Luigi Riccio North 9 degrees 57 minutes East (magnetic meridian of 1962) 371.50 feet to a point; thence by lands of John H. Dennis (magnetic meridian of 1962) North 52 degrees 15 minutes East 603 feet to a found iron pipe; thence by lands of Adolph Schmitt along the westerly side of a right of way 10 feet in width South 3 degrees 30 minutes West (magnetic meridian of 1968) 49.59 feet to the place of BEGINNING.

CONTAINING 99 acres more or less according to records.

Tract No. 2

BEGINNING at a found iron pipe, the corner at the end of the first course of lands conveyed by Robert Morris Staples and Ada Staples, his wife, to Alfred Brush and Lena B. Brush, his wife, by deed dated April 15, 1967 and recorded in Deed Book Volume 347, Page 721; thence by lands of Cherry Valley Country Club Estates, Inc. North 49 degrees 38 minutes East 117.26 feet to a set iron pipe; thence by the same and by lands of George W. Anderson North 21 degrees 44 minutes West 879.40 feet to a point; thence by lands of George W. Anderson and by lands of Carl W. Nygren North 28 degrees 16 minutes East 184.00 feet to a point; thence by lands of Carl W. Nygren and by lands of Vincent J. Feeney North 3 degrees 15 minutes West 305.67 feet to a point; thence by lands of Vincent J. Feeney and by lands of Anton Redzig North 46 degrees 42 minutes East 116.00 feet to a point; thence by lands of Anton Redzig North 48 degrees 33 minutes 43 seconds East (magnetic meridian 1974) 62.58 feet to a found iron pipe; thence by the same and by lands of Edward Cielosczyk North 55 degrees 41 minutes 02 seconds East 90.06 feet to a set iron pipe; thence by lands of Edward Cielosczyk North 76 degrees 32 minutes 37 seconds East 135.88 feet to a set iron pipe; thence by lands of Edward Cielosczyk and by lands of William S. Ireland North 83 degrees 22 minutes 13 seconds East 87.73 feet to a set iron pipe; thence by lands of William S. Ireland the following six (6) courses and distances:

- (1) North 71 degrees 03 minutes 18 seconds East 68.85 feet to a set iron pipe;
- (2) North 60 degrees 20 minutes 23 seconds East 46.72 feet to a set iron pipe;
- (3) North 44 degrees 08 minutes 29 seconds East 83.05 feet to a set iron pipe;
- (4) North 53 degrees 42 minutes 50 seconds East 170.65 feet to a set iron pipe;
- (5) North 35 degrees 42 minutes 26 seconds East 39.07 feet to a set iron pipe; and
- (6) North 17 degrees 07 minutes 02 seconds East (at 54.11 feet passing a set iron pipe) 60.39 feet to a nail in the centerline of Pennsylvania Legislative Route No. 45010;

thence in and along the centerline of Township Road No. 383 the following four (4) courses and distances:

- (1) South 69 degrees 01 minutes 01 seconds East 44.23 feet to a point;
- (2) South 51 degrees 45 minutes 55 seconds East 32.72 feet to a point;
- (3) South 35 degrees 35 minutes 19 seconds East 19.65 feet to a point; and
- (4) South 6 degrees 56 minutes 01 seconds West 8.57 feet to a point;

thence by the same (bearings from magnetic meridian of 1962) the following seven (7) courses and distances:

- (1) South 13 degrees 24 minutes East 594 feet to a point;
- (2) South 14 degrees 23 minutes East 366.10 feet to a point;
- (3) South 8 degrees 54 minutes West 85.70 feet to a point;
- (4) South 37 degrees 45 minutes West 872.00 feet to a point;
- (5) South 27 degrees 16 minutes West 75.00 feet to a point;
- (6) South 12 degrees 17 minutes West 143.30 feet to a point; and

(7) South 1 degree 22 minutes West 142.80 feet to a point;

thence by lands of Alfred Brush North 53 degrees 07 minutes West 411.56 feet to the place of BEGINNING.

CONTAINING 32 acres more or less.

TRACT NOS. 1 AND 2 HEREINABOVE DESCRIBED BEING THE SAME PREMISES which Fairway Realty Corporation, a Pennsylvania corporation, by its deed dated March 31, 1978 and recorded in the Office for the Recording of Deeds, etc., at Stroudsburg, Pennsylvania, in and for the County of Monroe in Deed Book Volume 855, Page 81, granted and conveyed unto Union Motor Lodge, Inc., a New Jersey corporation, Grantor hereof, in fee.

Tract No. 3

BEGINNING at a point in the center of Township Road No. 383 being the southwesterly corner of lands conveyed by Maurice E. Metzgar and wife to Anthony Ardito and wife, by deed dated April 1, 1969, and recorded in Deed Book Volume 372, Page 50, also being the southwesterly corner of lands conveyed by L. Mae Post to Maurice E. Metzgar and wife, by deed dated June 3, 1961, and recorded in Deed Book Volume 281, Page 498; thence by said lands of Anthony Ardito and wife and by said lands of Maurice E. Metzgar and wife (M.M. from the above last mentioned deed), South eighty-eight and one-half (88-1/2) degrees East twenty (20) Perches (330 feet) to a point; thence by said lands of Maurice E. Metzgar and wife, North sixty-eight and three-quarters (68-3/4) degrees East twenty-four and four-tenth (24.4) perches (402.6 feet) to a point; thence by the same, North seventeen and one-quarter (17-1/4) degrees East one hundred twenty (120) feet more or less to a point; thence by lands of Luigi Riccio and wife, (M.M. from Tract No. 6 in deed of Harold C. Edwards et al to Claude C. Shull Estate dated December 6, 1946, and recorded in Deed Book Volume 157, page 498) South eighty-one (81) degrees East five and ninety-eight one-hundredths (5.98) Chains (394.68 feet) to a point; thence by lands of Fairway Realty Corporation, South six (6) degrees West six and eleven one-hundredths (6.11) Chains (403.26 feet) to a point; thence by the same North thirty-five and one-half (35-1/2) degrees West two and thirty-one one-hundredths (2.31) Chains (152.46 feet) to a point; thence by the same, South forty-five and one-half (45-1/2) degrees West one thousand five hundred ninety-six (1596) feet more or less to a point on the southwesterly side of a road at the most easterly corner of lands of Jerry Volpe; thence by lands conveyed by Claude C. Shull Estate to Jerry Volpe and wife by deed dated May 17, 1962, and recorded in Deed Book Volume 296, Page 557 and along the southwesterly side of a road (M.M. from Deed Book Volume 296, Page 557), North forty-one (41) degrees twenty-nine (29) minutes West two hundred eighty-four and thirty-five one-hundredths (284.35) feet to a point; thence by lands conveyed by Jerry Volpe and wife to Jerry Volpe and wife by deed dated April 5, 1955 and recorded in Deed Book Volume 211, Page 5 and along the southwesterly side of said road (M.M. from Tract No. 6 of Deed Book Volume 157, Page 498 mentioned above), North forty-four (44) degrees West three and eighty-one one-hundredths (3.81) Chains (251.46 feet) to a point in said Township Road No. 383; thence by lands of Fairway Realty Corporation and along the center of said Township Road No. 383, North 20 degrees East 1.71 Chains (112.86 feet) to a point; thence by the same North thirty-four (34) degrees East eight hundred

fifty-eight (858) feet more or less to the place of BEGINNING. CONTAINING twenty-four (24) acres, more or less.

Description prepared from records by Edward C. Hess Associates, Stroudsburg, Pa., July 20, 1976.

BEING THE SAME PREMISES which Christie D. Shull and Margaret C. Shull, his wife, by their deed dated August 2, 1982 and recorded August 4, 1982, in Deed Book Volume 1199, Page 236, granted and conveyed unto Union Motor Lodge, Inc., Grantor hereof, in fee.

Tract No. 4

BEGINNING at a nail in the centerline of Legislative Route No. 45010, the northeasterly corner of lands conveyed by Hans Abicht et ux. to John Dennis et ux. by deed dated February 15, 1965, and recorded in Deed Book Volume 323, Page 1103, also being the northwesterly corner of the hereinafter mentioned forty foot wide right-of-way; thence along the center line of Legislative Route No. 45010 and along the northerly end of said forty foot wide right-of-way North seventy-two degrees thirty minutes East forty-two and eighty-five one-hundredths feet to a nail; thence by lands intended to be conveyed by John R. Staples to Charles Dutt South three degrees thirty minutes West (at twenty-nine feet passing a pipe) two hundred thirty and forty-seven one-hundredths feet to a pipe; thence by the same North seventy-four degrees eight minutes East two hundred two and forty-nine one-hundredths feet to a pipe; thence by lands of John R. Staples, of which this tract was formerly a part, North seventy degrees forty-one minutes twenty-two seconds East two hundred eighty-nine and forty-six one-hundredths feet to a pipe in line of lands now or formerly of Leslie Drake; thence by lands now or formerly of Leslie Drake and by lands of William Dikeman South two degrees five minutes seven seconds West eighty hundred thirty-nine and six one-hundredths feet to an iron bar; thence by lands of William Dikeman and by lands of Fairway Realty North eighty-eight degrees fourteen minutes fifty-one seconds West one hundred forty feet to a pipe; thence by lands of Fairway Realty North one degree twenty-six minutes one second East five hundred fifty-three feet to a pipe; thence by the same North eighty-eight degrees fifty minutes West three hundred fifty-nine feet to a pipe; thence by the same and by lands of John Dennis North three degrees thirty minutes East (at forty-nine and fifty-nine one-hundredths feet passing a pipe, at one hundred eleven and sixty-two one-hundredths feet passing the southwesterly corner of the above-mentioned forty foot wide right-of-way, and at three hundred nineteen and forty-eight one-hundredths feet passing a pipe) three hundred forty and eighty one-hundredths feet to the place of BEGINNING. CONTAINING 4.27 acres, more or less.

BEING THE SAME PREMISES which Willie A. Schmitt and Annmarie Schmitt, his wife, by their deed dated June 29, 1984 and recorded in the aforesaid Recorder's Office in Deed Book Volume 1368, Page 76, granted and conveyed unto Union Motor Lodge, Inc., a New Jersey corporation, in fee.

UNDER AND SUBJECT to the right-of-way intended to be granted by John R. Staples to Charles Dutt described as follows:

BEGINNING at the beginning point of the above-described tract; thence along the centerline of Legislative Route No. 45010 North seventy-two degrees thirty minutes East forty-two and eighty-five one-hundredths feet to a nail; thence by lands intended to be conveyed by John R. Staples to Charles Dutt South three degrees thirty minutes West (at twenty-nine feet passing a pipe) two hundred thirty and forty-seven one-hundredths feet to a pipe; thence through the above-described tract South seventy-four degrees eight minutes West forty-two and four tenths feet to a point in line of lands of John H. Dennis; thence by lands of John H. Dennis North three degrees thirty minutes East two hundred twenty-nine and eighteen one-hundredths feet to the place of BEGINNING.

EXCEPTING AND RESERVING out of and from the above-described Tract Nos. 1, 2, 3, and 4 all of the following lots, pieces, or parcels of land:

Exception No. 1

ALL THAT CERTAIN lot or piece or parcel of land situate in the Township of Smithfield and Borough of Delaware Water Gap, County of Monroe, and Commonwealth of Pennsylvania, bounded and described as follows, to wit:

BEGINNING at an iron pin, set iron pin being located South 3° 30' 00" West 266.10 feet from the centerline of Cherry Valley Road (L.R. 45010), said pin also being in line of lands of John Dennis; thence cutting through lands of Union Motor Lodge South 87° 54' 53" East a distance of 203.39 feet to an iron pin; thence still through lands of Union Motor Lodge South 2° 05' 07" West a distance of 331.10 feet to an iron pipe; thence still through lands of Union Motor Lodge North 87° 54' 53" West a distance of 96.43 feet to an iron pin; thence still through lands of Union Motor Lodge North 55° 00' 30" West a distance of 318.20 feet to an iron pin, said iron pin being in line of lands of John Dennis; thence along lands of John Dennis North 52° 15' 00" East a distance of 207.80 feet to an iron pipe; thence still along lands of John Dennis North 3° 30' 00" East a distance of 25.11 feet to a point and place of BEGINNING. CONTAINING 1.90 Acres. Being Lot 1 as shown on a plan titled "Subdivision Plan of Union Motor Lodge, Inc." dated May 1990 and revised July 1990 and recorded in the Monroe County Recorder of Deeds Office in Plat Book 62, Page 372.

TOGETHER WITH the rights of ingress, egress and regress over remaining lands of Grantor on the portion of lands situate between lands of John Dennis and Charles Dutt, leading from Cherry Valley Road (L.R. 45010) to the within conveyed premises, not to exceed forty feet in width, as shown on the above referred to recorded plan.

BEING THE SAME PREMISES which Union Motor Lodge, Inc., a New Jersey corporation, by its deed dated December 17, 1999 and recorded in the aforesaid Recorder's Office in Record Book Volume 1765, Page 92, granted and conveyed unto Albert J. Broda III and Diane Broda, his wife, in fee.

Exception No. 2

ALL THAT CERTAIN lot, parcel or tract of lands situate in the Borough of Delaware

Water Gap, County of Monroe and Commonwealth of Pennsylvania, being bounded and described as follows, to wit:

BEGINNING at an iron pipe set on the southerly edge of a certain 30.00 feet wide road known as Dogwood Drive, said pipe being the most northeasterly corner of Lot 2 as shown on a certain map entitled "Minor Subdivision of Lands of Union Motor Lodge, Inc." as recorded in the Office of the Recorder of Deeds in and for the County of Monroe at Stroudsburg, Pennsylvania in Plot Book Volume 64, Page 71; thence leaving Lot 2 and along the southerly edge of said road, North 49 degrees 33 minutes 16 seconds East 100.00 feet to an iron pipe, said pipe being a corner of lands of Union Motor Lodge, Inc., as recorded in Deed Book Volume 855, Page 81, the Grantor herein; thence leaving said road and along the land of Union Motor Lodge, Inc., South 40 degrees 26 minutes 44 seconds East 80.00 feet to an iron pipe; thence along the same, South 30 degrees 40 minutes 37 seconds East 71.61 feet to an iron pipe; thence along the same, South 49 degrees 55 minutes 38 seconds West 87.85 feet to an iron pipe, said pipe being a corner of Lot 2; thence leaving the lands of Union Motor Lodge, Inc., North 40 degrees 26 minutes 44 seconds West 150.00 feet to the place of BEGINNING.

CONTAINING a total of 14,603.490 square feet or 0.3353 acres, more or less. Bearings are based on a Magnetic Meridian as per a survey by George Fetch, Jr., P.L.S. in October, 1988.

BEING Lot No. 3, as shown on the aforementioned map.

UNDER AND SUBJECT to the rights of the Water Gap Country Club and Union Motor Lodge, Inc. for the use of the existing golf course.

BEING THE SAME PREMISES which Union Motor Lodge, Inc., a New Jersey corporation, by its deed dated May 6, 1992 and recorded in the aforesaid Recorder's Office in Record Book Volume 1872, Page 943 granted and conveyed unto William E. Moser and Anna Moser, his wife, in fee.

Exception No. 3

ALL THAT CERTAIN lot, parcel or piece of land situate in the Borough of Delaware Water Gap, County of Monroe and Commonwealth of Pennsylvania, being Lot Number 2, Lands of Union Motor Lodge, Inc., as shown on a plan of lots record in the aforesaid Recorder's Office in Plot Book Volume 64, Page 71.

BEING THE SAME PREMISES which Union Motor Lodge, Inc., by its deed dated April 11, 1994 and recorded in the aforesaid Recorder's Office on April 14, 1994 in Record Book Volume 1947, Page 667, granted and conveyed unto Edward S. Kemp and Mary I. Kemp, in fee.

Exception No. 4

ALL THAT CERTAIN lot, parcel or piece of land situate in the Borough of Delaware Water Gap, County of Monroe and Commonwealth of Pennsylvania, being Lot Number 1,

Lands of Union Motor Lodge, Inc., as shown on a plan of lots recorded in the aforesaid Recorder's Office in Plot Book Volume 64, Page 71.

BEING THE SAME PREMISES which Union Motor Lodge, Inc., by its deed dated January 22, 1996 and recorded January 24, 1996 in the aforesaid Recorder's Office in Record Book Volume 2021, Page 8134, granted and conveyed unto Michael Trigani and Maurice Ropp, in fee.

Exception No. 5

ALL THAT CERTAIN lot, piece or parcel of land containing Lot 1, Fairway Estates as recorded in Record Book Volume 2056, Page 4891.

Exception No. 6

ALL THAT CERTAIN lot, piece, or parcel of land containing 1.3431 acres as recorded in Record Book Volume 2057, Page 3488.

Exception No. 7

ALL THAT CERTAIN lot, piece, or parcel of land containing Lot 1A, Section 2, Subdivision of Raymond Roberts as recorded in Record Book 2079, Page 4528.

Exception No. 8

ALL THAT CERTAIN lot, piece, or parcel of land containing Lot 1B, Subdivision of Raymond Roberts as recorded in Record Book Volume 2078, Page 5612.

Exception No. 9

ALL THAT CERTAIN lot, piece, or parcel of land containing 17,742 square feet as recorded in Record Book Volume 2080, Page 5138.

Exception No. 10

ALL THAT CERTAIN lot, piece, or parcel of land conveyed to the United States of America as recorded in Record Book Volume 2134, Page 2337.

Exception No. 11

ALL THAT CERTAIN tract, parcel or piece of land situated in the Township of Smithfield, County of Monroe and State of Pennsylvania, bounded and described as follows, to wit:

COMMENCING at an iron pin on the southerly side of a private road connecting Township Route No. 405 and Township Route No. 383, the said iron pin intended to be the

northeasterly end of the third (North 64° 08' East, 844 feet) course of Tract No. 527, from which the intersection of said private road and the said Township Route No. 405 bears (bearings from the Pennsylvania State Rectangular Grid System, North Zone, 1927 N.A. Datum) North 44° 30' East, distant 1028 feet and the southeasterly corner of the Water Gap Country Club Clubhouse bears North 22° 17' 08" East, distant 307.88 feet; thence along the southerly side of said private road, by lands of Fairway Realty Corporation South 64° 08' West, 109.13 feet to the True Point of Beginning; thence on a line severing the lands of the subject owner South 30° 33' East, 123.28 feet to a point in the lines of a tract of land now or formerly owned by the United States of America, designated as Tract 527, Delaware Water Gap National Recreation Area, thence leaving the lands of the subject owner and extending along said Tract 527, South 60° 11' 15" West 112.00 feet to an iron pin, a point of curvature; thence still by the same, on a curve to the right having a radius of 140.00 feet an arc length of 220.45 feet (the chord bearing North 74° 42' 05" West 198.37 feet) to an iron pin on the southerly side of the said private road; thence along the southerly side of said private road by said lands of Fairway Realty Corporation, North 64° 08' East, 251.00 feet to the place of BEGINNING.

CONTAINING 0.66 of an acre, more or less.

BEING THE SAME PREMISES which Union Motor Lodge, Inc., a New Jersey corporation, by its deed dated August 19, 2002 and recorded in the aforesaid Recorder's Office in Record Book Volume 2134, Page 2337 granted and conveyed unto the United States of America, in fee.

Together with a right of access for ingress, egress or regress across the existing private road, from Mountain Road (Township Route 405) and back.

SUBJECT TO those rights outstanding in third parties for existing easements for public roads and highways, public utilities, railroads and pipelines.

Exception No. 12

ALL THAT CERTAIN lot or parcel of land situate in the Borough of Delaware Water Gap, County of Monroe, Commonwealth of Pennsylvania, bounded and described as follows, to wit:

BEGINNING at an iron pine on the westerly right-of-way of Kimberly Ave., said pin being in common with land N/F Leroy Kaiser; thence, along the westerly right-of-way of Kimberly Ave., S. 02° 14' 07" W a distance of 59.13 feet to an iron pin; thence, continuing along the westerly right-of-way of Kimberly Ave., S 34° 58' 06" E a distance of 8.13 feet to an iron pin on the northwesterly right-of-way of Shepard Ave.; thence, along the northwesterly right-of-way of Shepard Ave., on a curve to the left whose radius is 220.00 feet, an arc distance of 128.39 feet to an iron pin; thence, continuing along the northwesterly right-of-way of Shepard Ave., on a curve to the right whose radius is 180 feet, an arc distance of 67.25 feet to an iron pin in common with Lot 3 of Fairway Estates-Phase II; thence along a line partly in common with Lot 3 and partly in common with Lot 5 of Fairway Estates-Phase II, N 01° 28' 00" E a distance of 193.49 feet to an iron pin in common with lands N/F Leroy Kaiser; thence,

along a line in common with land N/F Leroy Kaiser S 86° 49' 16" E a distance of 144.59 feet to the point of beginning.

CONTAINING 0.41 acres, more or less.

Subject to a drainage swale easement 10 feet wide along the common line with lands N/F Leroy Kaiser.

Being more particularly set forth on Sincavage Associates, Inc. Drawing Number P-5373-2A titled "Revised Final Subdivision Plan - Fairway Estates-Phase II" dated January 29, 2003 and recorded in the aforesaid Recorder's Office in Plat Book Volume 75, Page 26 on February 26, 2003.

BEING THE SAME PREMISES which Union Motor Lodge, Inc., by its corrective deed dated March 29, 2004 and recorded in the aforesaid Recorder's Office in Record Book Volume 2194, Page 3470, granted and conveyed unto Randolph G. Philpotts and Marguerite J. Cowles, in fee.

Exception No. 13

ALL THAT CERTAIN lot or parcel of land situate in the Borough of Delaware Water Gap, County of Monroe, Commonwealth of Pennsylvania, bounded and described as follows, to wit:

BEGINNING at an iron pin on the southerly right-of-way of Shepard Avenue, said pin being in common with Fairway Estates-Phase I, Lot 2, thence, along a line in common with Lot 2, S 02° 07' 34" W, a distance of 198.76 feet to an iron pin in common with lands of Union Motor Lodge, Inc.; thence, along a line in common with lands of Union Motor Lodge, Inc. N 87° 52' 36" W a distance of 65 feet to an iron pin; thence, continuing along a line in common with lands of Union Motor Lodge, Inc., N 24° 19' 05" W a distance of 149.03 feet to an iron pin on the southerly right-of-way of Shepard Avenue; thence, along the southerly right-of-way of Shepard Avenue, N 65° 40' 55" E a distance of 146.71 feet to the point of BEGINNING.

CONTAINING 17,391 sq. ft., more or less.

Being more particularly set forth on Sincavage Associates, Inc. Drawing Number P-5372-2A titled "Revised Final Subdivision Plan-Fairway Estates-Phase II" dated January 29, 2003 and recorded in the aforesaid Recorder's Office in Plat Book Volume 75, Page 26 on February 26, 2003.

BEING THE SAME PREMISES which Union Motor Lodge, Inc., by its corrective deed dated March 29, 2004 and recorded in the aforesaid Recorder's Office in Record Book Volume 2199, Page 5220, granted and conveyed unto Marshall E. Anders, unmarried, in fee.

Exception No. 14

Lot One

ALL THAT CERTAIN piece or parcel of land situate in the Borough of Delaware Water Gap, County of Monroe and Commonwealth of Pennsylvania, being Lot 2, as shown on a plan titled "Fairway Estates, located in Borough of Delaware Water Gap, Monroe Cty., PA, Revised Final Subdivision Plan", dated November 13, 2003, and recorded December 8, 2003, in the Monroe County Plot Book Volume 75, Page 218.

Lot Two

ALL THAT CERTAIN piece or parcel of land situate in the Borough of Delaware Water Gap, County of Monroe and Commonwealth of Pennsylvania, being Lot 3, as shown on a plan titled "Fairway Estates-Phase II, located in Borough of Delaware Water Gap, Monroe Cty., PA, Revised Final Subdivision Plan", dated November 29, 2002, and revised January 29, 2003, and recorded February 26, 2003, in the Monroe County Plot Book Volume 75, Page 26.

EXCEPTION NO. 14 LOTS 1 AND 2 BEING THE SAME PREMISES which Union Motor Lodge, Inc., a New Jersey Corporation, by its corrective deed dated May 21, 2004 and recorded in the aforesaid Recorder's Office in Record Book Volume 2191, Page 7669, granted and conveyed to Northern Region Developers, LLC, a New York Limited Liability Company, in fee.

Exception No. 15

ALL THAT CERTAIN lot or parcel of land situate in the Borough of Delaware Water Gap, County of Monroe, Commonwealth of Pennsylvania, bounded and described as follows, to wit:

BEGINNING at an iron pin on the easterly right-of-way of Shepard Court, said pin being in common with Lot 4; thence, along the easterly right-of-way of Shepard Court the following three (3) courses: 1. N 24° 19' 45" W a distance of 21.28 feet; 2. On a curve to the right whose radius is 180.00 feet, an arc distance of 86.08 feet; 3. N 03° 04' 53" E a distance of 53.81 feet to an iron pin on the southerly right-of-way of Shepard Court cul de sac; thence, along the southerly right-of-way of Shepard Court cul de sac, S 86° 55' 07" E a distance of 40.00 feet to a point in common with Lot 6; thence, along a line in common with Lot 6, S 86° 55' 07" E a distance of 224.30 feet to an iron pin common with Fairway Estates Phase I, Lot 3; thence, along a line in common with Lot 3, S 02° 07' 24" W a distance of 31.81 feet to an iron pin in common with Lot 3; thence, along a line partly in common with Lot 3 and partly in common with Lot 4, S 65° 40' 55" W a distance of 264.55 feet to the point of BEGINNING.

CONTAINING 25, 865 sq. ft., more or less.

Subject to a 10 foot wide drainage easement along the common line with Lot 6.

Being more particularly set forth on Sincavage Associates, Inc. Drawing Number P-5373-2A titled "Revised Final Subdivision Plan-Fairway Estates-Phase II" dated January 29,

2003 and recorded in the aforesaid Recorder's Office in Plat Book Volume 75, Page 26 on February 26, 2003.

BEING THE SAME PREMISES which Union Motor Lodge, Inc, by its corrective deed dated March 29, 2004 and recorded in the aforesaid Recorder's Office in Record Book Volume 2194, Page 3477, granted and conveyed unto Thomas L. Campbell and Cordula Campbell, husband and wife, in fee.

Exception No. 16

ALL THAT CERTAIN lot of land situated in the Borough of Delaware Water Gap, Monroe County, Pennsylvania, said lot know as Lot 6 as shown on a map entitled "Revised Final Subdivision Plan Fairway Estates Phase II", prepared by Sincavage Associates, Inc. dated November 29, 2002 revised January 29, 2003, filed in the aforesaid Recorder's Office in Plot Book Volume 75, Page 26 said Lot 6 being bounded and described as follows:

BEGINNING at an iron pin at the northeasterly corner of Lot 6 as shown on the above-referenced filed map; thence

1. Along the west side of a 6' wide alley South two (02) degrees seven (07) minutes twenty-four (24) seconds West, one hundred sixty-eight and fifty-six one-hundredths (168.56) feet to an iron pin; thence

2. Along Lot 5 North eighty-six (86) degrees fifty-five (55) minutes seven (07) seconds West two hundred twenty-four and thirty one-hundredths (224.30) feet to an iron pin on the right-of-way line of Shepard Place; thence

3. Along the right-of-way line of Shepard Place on a curve to the left with a radius of eighty (80) feet, an arc length of one hundred fifty-six and nine one-hundredths (156.09) feet and a chord bearing and distance of North thirty-seven (37) degrees eleven (11) minutes (09) seconds East, one hundred thirty-two and forty-eight one-hundredths (132.48) feet to an iron pin; thence

4. Along Lot 7 North seventy-one (71) degrees seventeen (17) minutes twenty-five (25) seconds East one hundred fifty-eight and fifty-two one hundredths (158.52) feet to the POINT OF BEGINNING.

CONTAINING 21,485 Square Feet +/-.

BEING THE SAME PREMISES which Union Motor Lodge, Inc., by its deed dated November 21, 2003 and recorded in the aforesaid Recorder's Office in Record Book Volume 2175, Page 247, granted and conveyed unto Manuel Fors and Alexandra Fors, Husband and Wife, in fee.

Exception No. 17

ALL THAT CERTAIN lot, parcel or piece of lands situate in the Borough of Delaware Water Gap, County of Monroe, and Commonwealth of Pennsylvania, being Lot 7, Phase II, Fairway Estates, as shown on a plan of lots recorded in the aforesaid Recorder's Office in Plot Book Volume 75, Page 26.

BEING THE SAME PREMISES which Union Motor Lodge, Inc., by its deed dated March 24, 2004 and recorded June 25, 2004 in the aforesaid Recorder's Office in Record Book Volume 2194, Page 3492, granted and conveyed unto Ravi Mamidela, in fee.

Exception No. 18

ALL THAT CERTAIN lot or parcel of land situate in the Borough of Delaware Water Gap, County of Monroe, Commonwealth of Pennsylvania, bounded and described as follows, to wit:

BEGINNING at an iron pin in the northerly right-of-way of Shepard Avenue, said pin being in common with Lot 3; thence, along a line in common with Lot 3, N 24° 19' 05" W a distance of 140.08 feet to an iron pin in common with Lot 5; thence, along a line in common with Lot 5, S 65° 40' 55" W a distance of 108.00 feet to an iron pin on the easterly right-of-way of Shepard Place; thence, along the easterly right-of-way of Shepard Place, S 24° 19' 05" E a distance of 140.08 feet to an iron pin, being the intersection of the easterly right-of-way of Shepard Place and the northerly right-of-way of Shepard Avenue; thence, along the northerly right-of-way of Shepard Avenue N 65° 40' 55" E a distance of 108.00 feet to the point of BEGINNING.

CONTAINING 15,129 sq. ft., more or less.

Being more particularly set forth on Sincavage Associates, Inc. Drawing Number P-5373-2A titled "Revised Final Subdivision Plan-Fairway Estates-Phase II" dated January 29, 2003 and recorded in the aforesaid Recorder's Office in Plat Book Volume 75, Page 26 on February 26, 2003.

BEING THE SAME PREMISES which Union Motor Lodge, Inc., by its deed dated September 11, 2002, and recorded in the aforesaid Recorder's Office in Record Book Volume 2131, Page 4962, granted and conveyed unto Lynn J. Harrison, in fee.

Exception No. 19

ALL THOSE CERTAIN lots or pieces of ground, with buildings and improvements thereon erected, situated in the Township of Smithfield, County of Monroe and Commonwealth of Pennsylvania, bounded and described as follows, to wit:

Lot 1

BEGINNING at a point in the easterly sideline of Totts Gap Road (T-383), where the same is intersected by the northerly sideline of Wolf Hollow Road (40' wide) and running;

thence

1. Along the aforesaid easterly sideline of Totts Gap Road, N 10° 35' 20" E, 59.07';
thence
2. Still along the same, N 25° 42' 29" E., 96.12' to a point; thence
3. S 68° 25' 26" E, 251.09' to a point in the westerly sideline of Rolling Hill Road (40' wide); thence
4. Along the same on a curve to the left in a southerly direction having a radius of 170.00', an arc length of 45.88' and a central angle of 15° 27' 44" to a point of tangency; thence
5. Still along the same, S 06° 06' 50" W. 89.90' to a point of curvature; thence
6. Still along the same on a curve to the right in a southerly direction having a radius of 130.00', an arc length of 67.48 and a central angle of 29° 44' 21" to a point of compound curvature; thence
7. On a curve to the right in a southerly and westerly direction having a radius of 25.00', an arc length of 39.27' and a central angle of 90° 00' 00" to a point of tangency in the northerly sideline of Wolf Hollow Drive (40' wide); thence
8. Along the same, N 54° 08' 49" W, 255.05' to the POINT OR PLACE OF BEGINNING.

CONTAINING 51,135 square feet or 1.174 acres.

UNDER AND SUBJECT TO a certain 12.52 foot drainage easement lying contiguous to, parallel with, and easterly of the 2nd course described above.

UNDER AND SUBJECT TO a certain 10 foot wide cart path easement lying contiguous to, parallel with, and northerly of the 8th course described above.

Also being known and designated at Lot 1 as shown on a map entitled "Final Subdivision Plat of Wolf Hollow at Water Gap Country Club, Smithfield Township, Monroe County, Pennsylvania" dated December 14, 2004, revised December 14, 2004 by Surveying Technologies, Inc., Ramsey, NJ and record in the aforesaid Recorder's Office in Plot Book Volume 77, pages 15-18 on January 12, 2005.

Lot 2

BEGINNING at a point in the easterly sideline of Totts Gap Road (T-383) the following courses and distances from where the same is intersected by the northerly sideline of Wolf Hollow Road (40' wide):

(a) Along the aforesaid easterly sideline of Totts Gap Road, N 10° 35' 20" E, 59.07'; thence

(b) Still along the same, N 25° 42' 29" E, 96.12' to the point or place of beginning and running; thence

1. Along the aforesaid easterly sideline of Totts Gap Road, N 25° 42' 29" E, 186.56' to a point; thence

2. S 62° 03' 19" E, 255.77' to a point in the westerly sideline of Rolling Hill Road (40' wide); thence

3. Along the same, S 27° 56' 41" W, 139.71' to a point of curvature; thence

4. Still along the same on a curve to the left in a southerly direction having a radius of 170.00', and arc length of 18.90' and a central angle of 06° 22' 07" to a point; thence

5. N 68° 25' 26" W, 251.09' to the POINT OR PLACE OF BEGINNING.

CONTAINING 42,562 square feet or 1.00 acres.

UNDER AND SUBJECT TO a 12.51' wide drainage easement lying contiguous to, parallel with, and easterly of the 1st course described above.

Also being known and designated as Lot 2 as shown on a map entitled "Final Subdivision Plat of Wolf Hollow at Water Gap Country Club, Smithfield Township, Monroe County, Pennsylvania" dated December 14, 2004, revised December 14, 2004 by Surveying Technologies, Inc., Ramsey, NJ and recorded in the aforesaid Recorder's Office in Plot Book Volume 77, Pages 15-18 on January 12, 2005.

EXCEPTION NO. 19 LOTS 1 AND 2 BEING THE SAME PREMISES which Union Motor Lodge, Inc., by its deed dated May 12, 2005 and recorded May 20, 2005, in the aforesaid Recorder's Office in Record Book Volume 2226, Page 2524, granted and conveyed unto John M. Woychick, Jr. and Diane M. Woychick, husband and wife, in fee.

Exception No. 20

ALL THAT CERTAIN lot, piece or parcel of land situate in the Township of Smithfield, County of Monroe and Commonwealth of Pennsylvania, being known as Lot 3, Wolf Hollow at Water Gap Country Club, as set forth on Map recorded in Plot Book 77, pages 15-18.

BEGINNING at a point in the easterly sideline of Totts Gap Road (T-383) the following courses and distances from where the same is intersected by the northerly sideline of Wolf Hollow Road (40' wide);

(a) Along the aforesaid easterly sideline of Totts Gap Road, N 10 degrees 35' 20" E, 59.07'; thence

(b) Still along the same, N 25 degrees 42' 29" E, 282.68' to the point or place of beginning and running; thence

1) Along the aforesaid easterly sideline of Totts Gap Road, N 25 degrees 42' 29" E 171.43' to a point; thence

2) S 59 degrees 11' 20" E, 241.30' to a point; thence

3) S 50 degrees 14' 43" E, 50.00' to a point in the westerly sideline of Rolling Hill Road (40' wide); thence

4) Along the same, S 39 degrees 45' 17" W 116.67' to a point of curvature; thence

5) Still along the same on a curve to the left in a southerly direction having a radius of 170.00', an arc length of 35.04' and a central angle of 11 degrees 48' 36" to a point; thence

6) N 62 degrees 03' 19" W, 255.77' to the point or place of BEGINNING.

CONTAINING 44,519 square feet or 1.022 acres.

The above being subject to a 12.52' wide drainage easement lying contiguous to, parallel with and easterly of the 1st course described above.

ALSO BEING KNOWN and designed at Lot 3 as shown on a map entitled "Final Subdivision Plat of Wolf Hollow at Water Gap Country Club, Smithfield Township, Monroe County, Pennsylvania" dated December 14, 2004, revised December 14, 2004 by Surveying Technologies, Inc., Ramsey, NJ and recorded in the aforesaid Recorder's Office in Plot Book Volume 77, Pages 15-18 on January 12, 2005.

BEING THE SAME PREMISES which Union Motor Lodge, Inc., and Professional Consulting, Inc., by their deed dated March 30, 2006 and recorded in the aforesaid Recorder's Office in Record Book Volume 2262, Page 5212, granted and conveyed unto International Custom Built Homes, Inc., in fee.

Exception No. 21

ALL THAT CERTAIN lot, piece or parcel of land situate in the Township of Smithfield, County of Monroe and Commonwealth of Pennsylvania, being known as Lot 4, Wolf Hollow at Water Gap Country Club, as set forth on Map recorded in Plot Book 77, Pages 15-18.

BEGINNING at a point in the easterly sideline of Totts Gap Road (T-383) the following

courses and distances from where the same is intersected by the northerly sideline of Wolf Hollow Road (40' wide);

(a) Along the aforesaid easterly sideline of Totts Gap Road, N 10 degrees 35' 20" E, 59.07; thence

(b) Still along the same, N 25 degrees 42' 29" E, 454.11' to the point or place of beginning and running; thence

1) Along the aforesaid easterly sideline of Totts Gap Road, N 25 degrees 42' 29" E 121.24' to a point; thence

2) S 73° 53' 29" E, 359.17' to a point in the westerly sideline of Rolling Hill Road (40' wide); and

3) Along the same on a curve to the right in a southerly direction having a radius of 150.00' an arc length of 77.72' and a central angle of 29° 41' 16" to a point of tangency; thence

4) Still along the same, S 50° 00' 27" W, 82.39' to a point of curvature; thence

5) Still along the same on a curve to the left in a southerly direction having a radius of 170.00' an arc length of 30.42' and a central angle of 10° 15' 11" to a point of tangency; thence

6) Still along the same, S 39° 45' 17" W, 36.21' to a point; thence

7) N 50° 14' 43" W, 50.00' to a point; thence

8) N 59° 11' 20" W, 241.30' to the POINT OR PLACE OF BEGINNING.

CONTAINING 53,575 square feet or 1.230 acres.

The above being subject to a 12.52' wide drainage easement lying contiguous to, parallel with and easterly of the 1st course described above.

ALSO BEING KNOWN and designated as Lot 4 as shown on a map entitled "Final Subdivision Plat of Wolf Hollow at Water Gap Country Club, Smithfield Township, Monroe County, Pennsylvania" dated December 14, 2004, revised December 14, 2004 by Surveying Technologies, Inc., Ramsey, NJ, and recorded in the aforesaid Recorder's Office in Plot Book Volume 77, Pages 15-18 on January 12, 2005.

BEING THE SAME PREMISES which Union Motor Lodge, Inc., by its deed dated May 31, 2006, and recorded in the aforesaid Recorder's Office in Record Book Volume 2269, Page 6487, granted and conveyed unto International Custom Built Homes, Inc., in fee.

Exception No. 22

ALL THAT CERTAIN lot, tract or piece of land situate in the Township of Smithfield, County of Monroe and Commonwealth of Pennsylvania, bounded and described as follows, to wit:

BEGINNING AT A POINT in the easterly sideline of Totts Gap Road (T-383) the following courses and distances from where the same is intersected by the northerly sideline of Wolf Hollow Road (40' wide):

a) Along the aforesaid easterly sideline of Totts Gap Road, N 10° 35' 20" E, 59.07'; thence

b) Still along the same, N 25° 42' 29" E, 575.35' to the point or place of beginning and running; thence

1) Along the aforesaid easterly sideline of Totts Gap Road, N 25° 42' 29" E, 129.40' to a point; thence

2) S 64° 17' 31" E, 53.83' to a point; thence

3) S 78° 53' 45" E, 193.03' to a point; thence

4) N 80° 52' 16" E., 61.70' to a point in the westerly sideline of Rolling Hill Road (40' wide); thence

5) Along the same on a curve to the right in a southerly direction having a radius of 130.00', an arc length of 47.46' and a central angle of 20° 54' 58" to a point of tangency; thence

6) Still along the same, S 01° 21' 36" W, 93.29' to a point of curvature; thence

7) Still along the same on a curve to the right in a southerly direction having a radius of 150.00', an arc length of 49.64' and a central angle of 18° 57' 35" to a point, thence

8) N 73° 53' 29" W, 359.17' to the POINT OR PLACE OF BEGINNING.

CONTAINING 44,282 square feet or 1.017 acres.

The above being subject to a 12.52 wide drainage easement lying contiguous to parallel with and easterly of the 1st course described above.

Also being known and designated as Lot 5 as shown on a map entitled "Final Subdivision Plat of Wolf Hollow at Water Gap Country Club, Smithfield Township, Monroe County, Pennsylvania" dated December 14, 2004, revised December 14, 2004 by Surveying Technologies, Inc., Ramsey, NJ, and recorded in the aforesaid Recorder's Office in Plot Book Volume 77, Pages 15-18 on January 12, 2005.

BEING THE SAME PREMISES which Union Motor Lodge, Inc., by its deed dated August 17, 2005 and recorded in the aforesaid Recorder's Office in Record Book Volume 2237, Page 5697 granted and conveyed unto Emile Guillot, in fee.

Exception No. 23

ALL THAT CERTAIN lot, piece or parcel of land situate in the Township of Smithfield, County of Monroe and Commonwealth of Pennsylvania, being known as Lot 6, Wolf Hollow at Water Gap Country Club, as set forth on Map recorded in Plot Book 77, Pages 15-18.

BEGINNING at a point in the westerly sideline of Rolling Hill road (40' wide) where the same is intersected by the curve connecting the southerly sideline of Raven's Nest Road and running; thence

- 1) Along the aforesaid southerly sideline and the westerly sidelines of Rolling Hill Road, S 02 degrees 53' 44" E 61.85' to the point of curvature; thence
- 2) Still along the same on a curve to the left in a southerly direction having a radius of 170.00', an arc length of 49.43' and a central angle of 16 degrees 39' 38" to a point of tangency; thence
- 3) Still along the same, S 19 degrees 33' 22" E, 53.84' to the point of curvature; thence
- 4) Still along the same on a curve to the right in a southerly direction having a radius of 130.00', an arc length of 23.66' and a central angle of 10 degrees 25' 39" to a point; thence
- 5) S 80 degrees 52' 16" W 61.70' to a point; thence
- 6) N 78 degrees 53' 45" W. 193.03' to a point; thence
- 7) N 64 degrees 17' 31" W 53.83' to a point in the aforesaid easterly sideline of Totts Gap Road (T-383); thence
- 8) Along the same, N 25 degrees 42' 29" E 124.88' to a point of curvature; thence
- 9) Along the same on a curve to the left in a northerly direction having a radius of 166.50', an arc length of 7.39' and a central angle of 02 degrees 32' 36" to a point of reverse curvature; thence
- 10) On a curve to the right in a northerly and easterly direction having a radius of 25.00', an arc length of 25.64' and a central angle of 58 degrees 45' 17" to a point of tangency in the southerly sideline of Raven's Nest Road; thence
- 11) Along the same, N 81 degrees 55' 10" E, 158.64' to a point of curvature; thence

12) On a curve to the right in an easterly and southerly direction having a radius of 25.00', an arc length of 41.53' and a central angle of 95 degrees 11' 06" to the point or place of BEGINNING.

CONTAINING 45,420 square feet or 1.043 acres.

The above being subject to a 12.52' wide drainage easement lying contiguous to, parallel with and easterly of the 8th course described above.

ALSO BEING KNOWN and designated as Lot 6 as shown on a map entitled "Final Subdivision Plat of Wolf Hollow at Water Gap Country Club, Smithfield Township, Monroe County, Pennsylvania" dated December 14, 2004, revised December 14, 2004 by Surveying Technologies, Inc., Ramsey, NJ, and recorded in the aforesaid Recorder's Office in Plot Book Volume 77, Pages 15-18 on January 12, 2005.

BEING THE SAME PREMISES which Union Motor Lodge, Inc., by its deed dated May 31, 2006 and recorded in the aforesaid Recorder's Office in Record Book Volume 2269, Page 6766 granted and conveyed unto International Custom Built Homes, Inc., in fee.

Exception No. 24

ALL THAT CERTAIN lot, piece or parcel of land situate in the Township of Smithfield, County of Monroe and Commonwealth of Pennsylvania, being known as Lot 7, Wolf Hollow at Water Gap Country Club, as set forth on Map recorded in Plot Book 77, Pages 15-18.

BEGINNING at a point in the easterly sideline of Rolling Hill Road (40' wide) where the same is intersected by the northerly sideline of Wolf Hollow Drive (40' wide) and running; thence

- 1) Along the aforesaid easterly sideline of Rolling Hill road on a curve to the right in a northerly direction having a radius of 25.00' an arc length of 16.09' and a central angle of 36° 52' 12" to a point of reverse curvature; thence
- 2) Still along the same on a curve to the left in a northerly direction having a radius of 170.00' an arc length of 88.24' and a central angle of 29° 44' 21" to a point of tangency; thence
- 3) Still along the same N 06° 06' 50" E 61.35' to a point; thence
- 4) S 83° 53' 10" E 50.00' to a point; thence
- 5) S 59° 30' 04" E 242.93' to a point; thence
- 6) S 36° 24' 32" W 200.07' to a point in the aforementioned northerly sideline of Wolf Hollow Drive; thence

7) Along the same N 54° 08' 49" W 225.52' to the point or place of BEGINNING.

CONTAINING 47,148 square feet or 1.082 acres.

The above being subject to a 28' wide drainage easement lying contiguous to parallel with and westerly of the 6th course described above.

Also being known and designated as Lot 7 as shown on a map entitled "Final Subdivision Plat of Wolf Hollow at Water Gap Country Club, Smithfield Township, Monroe County, Pennsylvania" dated December 14, 2004, revised December 14, 2004 by Surveying Technologies, Inc., Ramsey, NJ, and recorded in the aforesaid Recorder's Office in Plot Book Volume 77, Pages 15-18 on January 12, 2005.

BEING THE SAME PREMISES which Union Motor Lodge, Inc., by its deed dated December 20, 2005 and recorded in the aforesaid Recorder's Office in Record Book Volume 2252, Page 6504, granted and conveyed unto International Custom Built Homes, Inc., in fee.

Exception No. 25

ALL THOSE CERTAIN lots, pieces or parcels of land situate in the Township of Smithfield, County of Monroe and Commonwealth of Pennsylvania, being known as Lots 8, 9, 10 and 11, Wolf Hollow at Water Gap Country Club, as set forth on Map recorded in Plot Book Volume 77, Pages 15-18.

BEING THE SAME PREMISES which Union Motor Lodge, Inc., by its deed dated August 4, 2009 and recorded in the aforesaid Recorder's Office in Record Book Volume 2358, Page 230 granted and conveyed unto McGinley Creative Group, LLC, in fee.

Exception No. 26

ALL THAT CERTAIN lot, tract or piece of land situate in the Township of Smithfield, County of Monroe and Commonwealth of Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a point in the easterly sideline of Rolling Hill Road (40' wide) the following courses and distances from where the same is intersected by the curve connecting the southerly sideline of Raven's Nest Road (40' wide):

- a) Along the aforesaid easterly sideline of Rolling Hill Road, S 02° 53' 44" E, 70.02' to a point of curvature; thence
- b) Still along the same on a curve to the left in a southerly direction having a radius of 130.00', an arc length of 37.80' and a central angle of 16° 39' 38" to a point of tangency; thence

c) Still along the same, S 19° 33' 22" E, 53.84' to a point of curvature; thence

d) Still along the same on a curve to the right in a southerly direction having a radius of 170.00', an arc length of 29.04' and a central angle of 09° 47' 18" to the point or place of beginning and running; thence

1) N 83° 46' 22" E, 50.00' to a point; thence

2) S 84° 26' 33" E, 358.28' to a point; thence

3) S 28° 06' 53" W, 274.02' to a point; thence

4) N 61° 59' 50" W, 261.87' to a point; thence

5) N 81° 11' 09" W, 50.00' to a point in the aforesaid easterly sideline of Rolling Hill Road; thence

6) Along the same on a curve to the left in a northerly direction having a radius of 190.00', an arc length of 24.72' and a central angle of 07° 27' 15" to a point of tangency; thence

7) Still along the same, N 01° 21' 36" E, 93.29' to a point of curvature; thence

8) Still along the same on a curve to the left in a northerly direction having a radius of 170.00', an arc length of 33.02' and a central angle of 11° 07' 41" to the point or place of BEGINNING.

CONTAINING 70,391 square feet or 1.616 acres.

ALSO BEING KNOWN as Lot 12 as shown on a map entitled "Final Subdivision Plat of Wolf Hollow at Water Gap Country Club, Smithfield Township, Monroe County, Pennsylvania" dated December 14, 2004, revised December 14, 2004 by Surveying Technologies, Inc., Ramsey, NJ, and recorded in the aforesaid Recorder's Office in Plot Book Volume 77, Pages 15-18 on January 12, 2005.

BEING THE SAME PREMISES which Union Motor Lodge, Inc., by its deed dated January 4, 2007 and recorded in the aforesaid Recorder's Office in Record Book Volume 2293, Page 1077, granted and conveyed unto Jeffrey Cheng, in fee.

Exception No. 27

ALL THAT CERTAIN lot, tract or piece of land situate in the Township of Smithfield, County of Monroe and Commonwealth of Pennsylvania, bounded and described as follows, to wit:

BEING known and designated as Lot 13 as shown on a map entitled "Final Subdivision Plat of Wolf Hollow at Water Gap Country Club, Smithfield Township, Monroe County, Pennsylvania" dated December 14, 2004, revised December 14, 2004 by Surveying Technologies, Inc., Ramsey, NJ, and recorded in the aforesaid Recorder's Office in Plot Book Volume 77, Pages 15-18 on January 12, 2005.

BEING THE SAME PREMISES which Union Motor Lodge, Inc., by its deed dated August 19, 2005 and recorded in the aforesaid Recorder's Office in Record Book Volume 2237, Page 339, granted and conveyed unto Kuang M. Cheng, in fee.

Exception No. 28

ALL THAT CERTAIN lot, tract or piece of land situate in the Township of Smithfield, County of Monroe and Commonwealth of Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a point in the southerly sideline of Raven's Nest Road the following courses and distances from where the same is intersected by the curve connecting the easterly sideline of Rolling Hill Road:

- a) Along the aforesaid southerly side of Raven's Nest Road, N 81 degrees 55' 10" E, 38.77' to a point of curvature; thence
 - b) Still along the same on a curve to the left in an easterly direction having a radius of 170.00', an arc length of 62.93' and a central angle of 21 degrees 12' 36" to a point of tangency; thence
 - c) Still along the same, N 60 degrees 42' 34" E, 15.44' to a point or place of beginning and running; thence
- 1) Along the aforesaid southerly sideline of Raven's Nest Road, N 60 degrees 42' 34" E, 226.55' to a point of curvature; thence
 - 2) Still along the same on a curve to the right in an easterly direction having a radius of 156.71', an arc length of 133.71' and a central angle of 48 degrees 53' 15" to a point of tangency; thence
 - 3) Still along the same, S 70 degrees 24' 11" E, 54.60' to a point; thence
 - 4) S 19 degrees 35' 49" W, 50.00' to a point; thence
 - 5) S 08 degrees 02' 16" W, 343.89' to a point; thence
 - 6) N 84 degrees 26' 33" W, 163.67' to a point; thence
 - 7) Still along the same, N 29 degrees 17' 26" W, 307.61' to the point or place of

BEGINNING.

CONTAINING 102,318 square feet or 2.349 acres.

ALSO BEING KNOWN and designated as Lot 14 as shown on a map entitled "Final Subdivision Plat of Wolf Hollow at Water Gap Country Club, Smithfield Township, Monroe County, Pennsylvania" dated December 14, 2004, revised December 14, 2004 by Surveying Technologies, Inc., Ramsey, NJ, and recorded in the aforesaid Recorder's Office in Plot Book Volume 77, Pages 15-18 on January 12, 2005.

BEING THE SAME PREMISES which Union Motor Lodge, Inc., by its deed dated August 3, 2006, and recorded in the aforesaid Recorder's Office in Record Book Volume 2263, Page 270, granted and conveyed unto Kuang Min Cheng and Hsueh Hsia Wu-Cheng, Husband and Wife, in fee.

Exception No. 29

ALL THAT CERTAIN lot, piece or parcel of land situate in the Township of Smithfield, County of Monroe and Commonwealth of Pennsylvania, being known as Lot 15, Wolf Hollow at Water Gap Country Club, as set forth on Map recorded in Plot Book 77, Pages 15-18.

BEGINNING at a point in the northerly sideline of Raven's Nest Road the following courses and distances from where the southerly sideline of Raven's Nest Road is intersected by the curve connecting the easterly sideline of Rolling Hill Road:

- a) Along the aforesaid southerly sideline of Raven's Nest Road, N 81 degrees 55' 10" E, 36.77' to a point of curvature; thence
- b) Still along the same on a curve to the left in an easterly direction having a radius of 170.00', an arc length of 62.93' and a central angle of 21 degrees 12' 36" to a point of tangency; thence
- c) Still along the same, N 60 degrees 42' 34" E, 241.99' to a point of curvature; thence
- d) Still along the same on a curve to the right in an easterly direction having a radius of 156.71', an arc length of 133.71' and a central angle of 48 degrees 53' 15" to a point of tangency; thence
- e) Still along the same, S 70 degrees 24' 11" E, 127.86' to a point of curvature; thence
- f) Still along the same on a curve to the right in a southeasterly direction having a radius of 25.00', an arc length of 23.18' and a central angle of 53 degrees 07' 48" to a point of reverse curvature; thence

g) Still along the same on a curve to the left in an easterly direction having a radius of 50.00', an arc length of 205.65' and a central angle of 235 degrees 39' 54" to the point or place of beginning and running; thence

1) Along the aforesaid northerly sideline of Raven's Nest Road on a curve to the left in a westerly direction having a radius of 50.00', an arc length of 44.15' and a central angle of 50 degrees 35' 43" to a point of reverse curvature; thence

2) Still along the same on a curve to the right in a westerly direction having a radius of 25.00', an arc length of 23.18' and a central angle of 53 degrees 07' 48" to a point of tangency; thence

3) Still along the same, N 70 degrees 24' 11" W, 127.86' to a point of curvature; thence

4) Still along the same on a curve to the left in a westerly direction having a radius of 196.71', an arc length of 40.95' and a central angle of 11 degrees 55' 39" to a point; thence

5) Along the sideline of Raven's Nest Road N 07 degrees 40' 10" E, 84.55' to a point; thence

6) N 07 degrees 40' 10" E, 72.32' to a point; thence

7) S 89 degrees 44' 26" E, 427.09' to a point; thence

8) S 14 degrees 43' 20" E, 90.55' to a point; thence

9) S 75 degrees 16' 40" W 239.43' to a point; thence

10) S 17 degrees 03' 44" W 50.00' to the point or place of BEGINNING.

CONTAINING 68,881 square feet or 1.581 acres.

SUBJECT to a variable width Golf Course Easement lying adjacent to and westerly of the 8th course described above.

ALSO BEING KNOWN and designated as Lot 15 as shown on a map entitled "Final Subdivision Plat of Wolf Hollow at Water Gap Country Club, Smithfield Township, Monroe County, Pennsylvania" dated December 14, 2004, revised December 14, 2004 by Surveying Technologies, Inc., Ramsey, NJ, and recorded in the aforesaid Recorder's Office in Plot Book Volume 77, Pages 15-18 on January 12, 2005.

BEING THE SAME PREMISES which Union Motor Lodge, by its deed dated March 30, 2006 and recorded in the aforesaid Recorder's Office in Record Book Volume 2262, Page 5231, granted and conveyed unto International Custom Built Homes, Inc., in fee.

Exception No. 30

ALL THAT CERTAIN lot, trace or piece of land situate in the Township of Smithfield, County of Monroe and Commonwealth of Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a point (the "Beginning Point") in the right-of-way of the cul-de-sac at the end of Raven's Nest Road as shown on the below referenced recorded plat which beginning point is the common corner of said Raven's Nest Road cul-de-sac with Lot 17 and the within described Lot 16 as shown on the below referenced recorded plat and which Beginning Point is located the following courses and distances from where the southerly right-of-way line of Raven's Nest Road is intersected by the curve connecting the same with the easterly sideline of Rolling Hill Road as shown on the below referenced recorded plat:

- a) Along the aforesaid southerly sideline of Raven's Nest Road, N 81° 55' 10" E 36.77' to a point of curvature; thence
- b) Still along the same on a curve to the left in an easterly direction having a radius of 170.00', an arc length of 62.93' and a central angle of 21° 12' 36" to a point of tangency; thence
- c) Still along the same, N 60° 42' 34" E 241.99' to a point of curvature; thence
- d) Still along the same on a curve to the right in an easterly direction having a radius of 156.71', an arc length of 133.71' and a central angle of 48° 53' 15" to a point of tangency; thence
- e) Still along the same S 70° 24' 11" E 127.86' to a point of curvature; thence
- f) Still along the same on a curve to the right in a southeasterly direction having a radius of 25.00', an arc length of 23.18' and a central angle of 53° 07' 48" to a point of reverse curvature; thence
- g) Still along the same on a curve to the left in an easterly direction having a radius of 50.00', an arc length of 120.65' and a central angle of 138° 15' 37" to the said Beginning Point

and thence from said Beginning said Lot 16 is bounded and described as follows:

- 1) Along the aforesaid right-of-way of the cul-de-sac at the end of Raven's Nest Road on a curve to the left in an easterly and northerly direction having a radius of 50.00', an arc length of 85.00' and central angle of 97° 24' 17" to a point; thence
- 2) N 17° 03' 44" E 50.00' to a point; thence
- 3) N 75° 16' 40" E 239.43' to a point; thence

4) S 14° 43' 20" E 323.14 feet to a point; thence

5) N 65° 31' 59" W 326.87' to the point or place of BEGINNING.

CONTAINING 55,245 square feet or 1.268 acres.

ALSO BEING KNOWN and designated as Lot 16 as shown on a map entitled "Final Subdivision Plat of Wolf Hollow at Water Gap Country Club, Smithfield Township, Monroe County, Pennsylvania" dated December 14, 2004, revised December 14, 2004 by Surveying Technologies, Inc., Ramsey, NJ, and recorded in the aforesaid Recorder's Office in Plot Book Volume 77, Pages 15-18 on January 12, 2005.

BEING THE SAME PREMISES which Union Motor Lodge, Inc., by its corrective deed dated December 21, 2007 and recorded in the aforesaid Recorder's Office in Record Book Volume 2325, Page 365, granted and conveyed unto Wayne K. Lippold and Jennifer Lippold, Husband and Wife, in fee.

Exception No. 31

ALL THAT CERTAIN lot, trace or piece of land situate in the Township of Smithfield, County of Monroe and Commonwealth of Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a point in the southerly sideline of Raven's Nest Road the following courses and distances from where the same is intersected by the curve connecting the easterly sideline of Rolling Hill Road:

a) Along the aforesaid southerly sideline of Raven's Nest Road, N 81° 55' 10" E 36.77' to a point of curvature; thence

b) Still along the same on a curve to the left in an easterly direction having a radius of 170.00', an arc length of 62.93', and a central angle of 21° 12' 36" to a point of tangency; thence

c) Still along the same, N 60° 42' 34" E 241.99' to a point of curvature; thence

d) Still along the same on a curve to the right in an easterly direction having a radius of 156.71', an arc length of 133.71' and a central angle of 48° 53' 15" to a point of tangency; thence

e) Still along the same S 70° 24' 11" E 111.00' to a point of curvature; thence

1) Along the aforesaid southerly sideline of Raven's Nest Road, S 70° 24' 11" E 16.86' to a point of curvature; thence

2) Still along the same on a curve to the right in a southeasterly direction having a radius of 25.00', an arc length of 23.18' and a central angle of 53° 07' 48" to a point of reserve curvature; thence

3) Still along the same on a curve to the left in an easterly direction having a radius of 50.00', an arc length of 120.65' and a central angle of 138° 15' 37"; thence

4) S 65° 31' 59" E 326.87' to a point; thence

5) S 22° 53' 47" W 452.21' to a point; thence

6) N 56° 23' 27" W 372.91' to a point; thence

7) N 36° 47' 12" E 180.06' to a point; thence

8) N 18° 19' 22" W 191.59' to a point; thence

9) N 19° 35' 49" E 50.00' to the point or place of BEGINNING.

CONTAINING 155,687 square feet or 3.574 acres.

Subject to a variable width golf course easement lying adjacent to and westerly of the 5th course described above.

ALSO BEING KNOWN and designated as Lot 17 as shown on a map entitled "Final Subdivision Plat of Wolf Hollow at Water Gap Country Club, Smithfield Township, Monroe County, Pennsylvania" dated December 14, 2004, revised December 14, 2004 by Surveying Technologies, Inc., Ramsey, NJ, and recorded in the aforesaid Recorder's Office in Plot Book Volume 77, Pages 15-18 on January 12, 2005.

BEING THE SAME PREMISES which Union Motor Lodge, Inc., by its deed dated June 11, 2007 and recorded in the aforesaid Recorder's Office in Record Book Volume 2311, Page 690, granted and conveyed unto Emile Guillot, in fee.

Exception No 32

ALL THAT CERTAIN lot, tract or piece of land situate in the Township of Smithfield, County of Monroe and Commonwealth of Pennsylvania, bounded and described as follows, to wit:

BEING known and designated as Lot 18 as shown on a map entitled "Final Subdivision Plat of Wolf Hollow at Water Gap Country Club, Smithfield Township, Monroe County, Pennsylvania" dated December 14, 2004, revised December 14, 2004 by Surveying Technologies, Inc., Ramsey, NJ, and recorded in the aforesaid Recorder's Office in Plot Book Volume 77, Pages 15-18 on January 12, 2005.

BEING PART OF THE SAME PREMISES which Christie D. Shull and Margaret Shull, his wife, by their deed dated August 2, 1983 and recorded in the aforesaid Recorder's Office in Record Deed Volume 1199, Page 236, granted and conveyed unto Union Motor Lodge, Inc., Grantor hereof, in fee.

Exception No. 33

ALL THAT CERTAIN 15 foot wide right-of-way or strip of land for the construction and maintenance of a water main, situate in the Borough Delaware Water Gap, County of Monroe and State of Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a point in the division line between lands of Thomas R. Weichel on the South, from lands of Union Motor Lodge, Inc. on the North, said point being S 62° 19' 33" E 29.96 feet from the most northerly corner of lands of Thomas R. Weichel; thence extending through and across lands of Union Motor Lodge, Inc., the following three (3) courses and distances: (1) N 17° 04' 45" E 151.52 feet to a point; (2) N 29° 40' 32" E 159.08 feet to a point; (3) N 5° 30' 20" W 109.07 feet to a point on the southwesterly line of a right-of-way of the Borough of Delaware Water Gap; thence along the southwesterly line of said right-of-way, S 52° 47' 06" E 20.42 feet to a point; thence extending through and across lands of Union Motor Lodge, Inc., the following three (3) courses and distances: (1) S 5° 30' 20" E 99.98 feet to a point; (2) S 29° 40' 32" W 162.18 feet to a point; (3) S 17° 04' 45" W 152.67 feet to a point in the division line between lands of Thomas Weichel on the South from lands of Union Motor Lodge, Inc. on the North; thence along said division line, N 62° 19' 33" W 15.26 feet to the place of BEGINNING. CONTAINING 6259 square feet.

BEING THE SAME PREMISES taken from Union Motor Lodge, Inc., Grantor hereof, by the Borough of Delaware Water Gap in an eminent domain proceeding indexed in the Court of Commons Pleas of the 43rd Judicial District, Monroe County, Pennsylvania, indexed to No. _____ Civil, 1991. The Notice of Filing of Declaration of Taking was recorded in the aforesaid Recorder's Office in Record Book 1785, Page 0563.

Exception No. 34

Tract I

ALL THAT CERTAIN lot of land situated in Smithfield Township, Monroe County, Pennsylvania, as shown on map entitled "Survey Map of a Portion of Lands N/F Union Motor Lodge, Inc., Smithfield Twp., Monroe Co., Pennsylvania" prepared by Niclaus Engineering Corporation dated November 3, 2000 revised through March 12, 2001, said lot being known as PIN #16-7310-00-64-6042, said lot of land being bounded and described as follows:

BEGINNING at an old 3' tall iron pipe, said pipe being the point of beginning in a deed from Stewart I. Hufsmith to Fairway Realty Corp. dated June 28, 1968 filed at the Monroe County Courthouse in Deed Book Volume 361, Page 818; thence,

1. Along lands of Union Motor Lodge, Inc. North seventy-five (75) degrees twenty-six

(26) minutes zero (00) seconds East, six hundred seventy-three and ten one-hundredths (673.10) feet to a found pipe north of a paved golf cart path; thence,

2. Along the same South thirteen (13) degrees twenty-three (23) minutes thirty-six (36) seconds East, one hundred fifty-four and seventy-six one-hundredths (154.76) feet to a found iron pin in a gravel road; thence,

3. In and along a gravel road, along lands of the United States of America, South sixty-six (66) degrees six (06) minutes twenty-four (24) seconds West, one-hundred ninety-three and twenty one-hundredths (193.20) feet to a point; thence,

4. Partially in and along said road and along lands of the United States of America South eighty-one (81) degrees twenty (20) minutes twenty-four (24) seconds West, one hundred twenty-five and zero-hundredths (125.00) feet to a point south of said road; thence,

5. Along land of the United States of America South seventy-six (76) degrees nine (09) minutes thirteen (13) seconds West, two hundred fifty-three and thirty-one one hundredths (253.31) feet to a found iron pipe near the end of a stone row; thence,

6. Along lands of the United States of America and generally along a stone row North forty-five (45) degrees, twenty-six (26) minutes fifty-one (51) seconds West, one hundred ninety-eight and seven one-hundredths (198.07) feet to the POINT OF BEGINNING.

CONTAINING 2.46 acres +/-.

Tract II

BEGINNING at a found old 2' tall iron pipe, said pipe being the point of beginning in a deed from Stewart I. Hufsmith to Fairway Realty Corp. dated June 28, 1968 recorded in the aforesaid Recorder's Office in Deed Book Volume 361, Page 818; thence,

1. Along lands of the United States of America North forty-one (41) degrees forty-six (46) minutes fifty-four (54) seconds West, one hundred seventy and zero one-hundredths (170.00) feet to a point; thence,

2. Through Lands of Union Motor Lodge, Inc. South eighty (80) degrees eight (08) minutes seventeen (17) seconds East, three hundred twelve and thirty-six one-hundredths (312.36) feet to a point in a paved roadway; thence,

3. Through the same South fourteen (14) degrees thirty-four (34) minutes zero (00) seconds East, twenty-two and zero (22.00) feet to a point; thence,

4. Along other lands of Union Motor Lodge, Inc. known as PIN # 16-7310-00-64-6042 South seventy-five (75) degrees twenty-six (26) minutes zero (00) seconds West, two hundred six and sixty-five one-hundredths (206.65) feet to a point of the POINT OF BEGINNING.

CONTAINING 0.43 acres +/-.

EXCEPTION NO. 33 TRACTS I AND II BEING THE SAME PREMISES which Union Motor Lodge, Inc., a New Jersey corporation, by its deed dated March 11, 2009 and recorded in the aforesaid Recorder's Office in Record Book Volume 2350, Page 2382, granted and conveyed unto Terry Lynn Teel, in fee.

Exception No. 35

EXCEPTING AND RESERVING unto the Grantor, its successors and assigns, all right, title and interest in and to Basin No. 1, Basin No. 2, and all streets and roads depicted on the Wolf Hollow Subdivision Plan recorded in the aforesaid Recorder's Office in Plot Book Volume 77, Page 15. Grantor, its successors and assigns, shall have the unrestricted right, liberty and privilege of conveying the said Basin No. 1, Basin No. 2, and all streets depicted on the aforesaid Wolf Hollow Subdivision Plan to any person or entity and/or convey and dedicate Basin 1, Basin No. 2, and all or any part of the streets depicted on the Wolf Hollow Subdivision Plan to Smithfield Township or any other governmental entity or agency.

Exception No. 36

EXCEPTING AND RESERVING unto the Grantor, its successors and assigns, all right, title and interest in and to all streets and roads depicted on the map entitled "Revised Final Subdivision Plan, Fairway Estates, Phase II" prepared by Sincavage Associates, Inc. dated November 29, 2002, revised January 29, 2003, and recorded in the aforesaid Recorder's Office in Plot Book Volume 75, Page 26.

EXCEPTED AND RESERVED RIGHTS

EXCEPTING AND RESERVING unto the Seller, its successors and assigns all of the following rights, benefits, liberties and privileges which shall run with the land for the benefit of Grantor and its successors and assigns:

1. Permanent rights of ingress, egress, and regress over, upon, and under the above-described premises consisting of Tract Nos. 1, 2, 3, and 4, less the above-described exceptions, to repair, restore, maintain and replace a certain drainage pipe and associated drainage structures serving the above-referenced residential real estate subdivision depicted on the aforesaid map entitled "Revised Final Subdivision Plan, Fairway Estates, Phase II" prepared by Sincavage Associates, Inc. dated November 29, 2002, revised January 29, 2003, and recorded in the aforesaid Recorder's Office in Plot Book Volume 75, Page 26 (hereinafter sometimes referred to as "Fairway Estates"). Grantee hereby acknowledges that part of the storm water management system serving the Fairway Estates residential real estate subdivision was constructed under part of the Water Gap Country Club golf course on the above-described premises which storm water management system must be periodically serviced, repaired and replaced to maintain the proper functioning of said storm water management system. In the event the repair, restoration, maintenance or replacement of the drainage pipe(s), associated drainage structures, appurtenances, fixtures, equipment, and related grading and materials constituting the storm water management system serving Fairway Estates requires excavation

or other disturbance of the Water Gap Country Club golf course or any part of the above-described premises Grantor, its successors or assigns, shall be obligated at its expense to restore the above-described premises to as near the condition existing prior to such work in a commercially reasonable manner and to the extent that any such disturbance involves any part of the Water Gap Country Club golf course fairway(s) the restoration standard shall be to a customary golf course fairway condition. Grantor, its successors or assigns, shall have the unrestricted right, liberty and privilege to: (i) assign, set over and transfer the ownership of the aforesaid storm water management system serving the Fairway Estate residential real estate subdivision to any property owners association now existing or hereafter formed to serve the Fairway Estates property owners; and (ii) assign, set over and transfer the obligation to maintain said storm water system including the part of said system under the above-described premises to any such property owners association; and (iii) assign, set over and transfer to any such property owners association the rights, benefits, privileges and obligations set forth in this paragraph to any such property owners association. The rights, benefits, and privileges herein set forth shall run with the land and shall extend to the successors and assigns of the Grantor.

2. Permanent rights of ingress, egress, and regress over, upon, and under the above-described premises to repair, restore, maintain and replace: (i) the storm water basin and storm water management system serving the Wolf Hollow residential real estate subdivision constructed on Lot 18 depicted on the Wolf Hollow Subdivision Plan recorded in the aforesaid Recorder's Office in Plot Book Volume 77, Page 15 ("Basin No. 1"); (ii) a second storm water basin constructed on lands of Grantor of the northwestern side of Totts Gap Road opposite and to the northwest of Road C depicted on the above-described Plot Plan for the Wolf Hollow residential real estate subdivision ("Basin No. 2"). Grantor, its successors and assigns, shall have unrestricted permanent rights of ingress, egress, and regress over, upon and under the above-described premises to repair, restore, maintain, and replace Basin Nos. 1 and 2 and associated drainage structures and storm water management facilities serving the Wolf Hollow residential real estate subdivision which are in, upon or under the above-described premises. Grantor, its successors or assigns, shall have the unrestricted right, liberty and privilege to: (i) assign, set over and transfer the ownership of the aforesaid storm water management system serving the Wolf Hollow residential real estate subdivision to any property owners association now existing or hereafter formed to serve the Wolf Hollow property owners; and (ii) assign, set over and transfer the obligation to maintain said storm water system including the part of said system under the above-described premises to any such property owners association; and (iii) assign, set over and transfer to any such property owners association the rights, benefits, privileges and obligations set forth in this paragraph to any such property owners association. The rights, benefits, and privileges herein set forth shall run with the land and shall extend to the successors and assigns of the Grantor.

In extension and not limitation of the rights, benefits, and privileges hereby excepted and reserved unto Grantor, its successors and assigns as set forth in paragraphs 1 and 2, above, Grantee for itself and its successors and assigns covenants and agrees with Grantor that Grantee shall not in any manner interfere with the aforesaid storm water management systems serving the Fairview Estates and Wolf Hollow subdivisions or interfere with or in any way modify the flow of storm water through the storm water management systems depicted on the aforesaid Fairview Estates and Wolf Hollow Subdivision Plans without the prior written permission of all governmental agencies, bodies, and authorities having jurisdiction.

UNDER AND SUBJECT to an Access Road Easement and Maintenance Agreement dated March 11, 2009 by and between Grantor (therein referred to as the "Developer") and Terry Lynn Teel ("Teel") which is recorded in the aforesaid Recorder's Office in Record Book Volume 2350, Page 2389 as amended by a certain First Amendment to Access Road Easement and Maintenance Agreement of even date herewith which is intended to be recorded contemporaneously with the recordation of this deed.


Together with all and singular the buildings, ways, waters, water-courses, rights, liberties, privileges, hereditaments and appurtenances whatsoever thereunto belonging, or in any wise appertaining, and the reversions and remainders, rents, issues and profits thereof; and all the estate, right, title, interest, property, claim and demand whatsoever, of the said party of the first part, in law equity, or otherwise howsoever, of, in, and to the same and every part thereof,

To have and to hold the said lot, parcel or piece of ground, hereditaments and premises hereby granted or mentioned and intended so to be, with the appurtenances, unto the said party of the second part, its successors and assigns, to and for the only proper use and behoof of the said party of the second part, its successors and assigns, forever.

And the said party of the first part, for itself, its successors and assigns, does by these presents, covenant, grant and agree, to and with the said party of the second part, its successors and assigns, that it, the said party of the first part, its successors and assigns, all and singular the hereditaments and premises herein above described and granted, or mentioned and intended so to be, with the appurtenances, unto the said party of the second part, its successors and assigns, against it, the said party of the first part, its successors and assigns, and against all and every other person or persons whomsoever lawfully claiming or to claim the same or any party thereof, shall and will **SPECIALLY WARRANT** and forever **DEFEND**.

In Witness Whereof, the said Corporation has caused these presents to be executed and its common or corporate seal hereto affixed.

ATTEST:


(~~Asst.~~) Secretary

UNION MOTOR LODGE, INC.

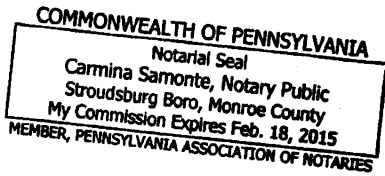
By:  Pres
(~~Vice~~) President

(CORPORATE SEAL)

STATE OF PENNSYLVANIA :
COUNTY OF MONROE :
SS
:

On this, the 2nd day of April, 2013, before me, a Notary Public in and for said County and State, the undersigned officer, personally appeared Shirley A. Broda, who acknowledged herself to be the President of **Union Motor Lodge, Inc.**, a corporation, and that he as such President, being authorized to do so, executed the foregoing instrument for the purposes herein contained by signing the name of the corporation by herself as President.

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

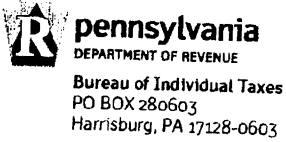


Carmina Samonte

The correct and precise P.O. address of the ~~within~~ names Grantee is:
1429 Walnut Street, 12th Floor, Philadelphia, Pennsylvania 19102

[Signature]

Prepared by:
Newman, Williams, Mishkin, Corveleyn, Wolfe & Fareri, P.C.
712 Monroe Street
Stroudsburg, Pennsylvania 18360



REALTY TRANSFER TAX STATEMENT OF VALUE

RECORDER'S USE ONLY

State Tax Paid	
Book Number	
Page Number	
Date Recorded	

See reverse for instructions.

Complete each section and file in duplicate with Recorder of Deeds when (1) the full value/consideration is not set forth in the deed, (2) the deed is without consideration or by gift, or (3) a tax exemption is claimed. A Statement of Value is not required if the transfer is wholly exempt from tax based on family relationship or public utility easement. If more space is needed, attach additional sheets.

A. CORRESPONDENT - All inquiries may be directed to the following person:

Name: **Commonwealth Agency, Inc.** Telephone Number: **(215) 643-7744**

Mailing Address: **25 Skippack Pike** City: **Broad Axe** State: **PA** ZIP Code: **19002**

B. TRANSFER DATA

Grantor(s)/Lessor(s): **UNION MOTOR LODGE, INC., a New Jersey business corporation and WATER GAP COUNTRY CLUB, INC.**

C. Date of Acceptance of Document **4/2/2013**

Grantee(s)/Lessee(s): **WATER GAP ACQUISITIONS PARTNERS, LLC a Pennsylvania limited liability company and Water Gap Management Partner**

Mailing Address: **PO Box 725** City: **Delaware Water Gap** State: **PA** ZIP Code: **18327**

Mailing Address: **12th Floor C/O Precision Realty Group 1429 Walnut St** City: **Phila** State: **PA** ZIP Code: **19102**

D. REAL ESTATE LOCATION

Street Address: **288 Mountain Road** City, Township, Borough: **Smithfield Twp and Delaware Water Gap** Parcel #'s: **4/3/2/17; 4/3/2/18; 4/3/1/51-7**

County: **Monroe** School District: **Stroudsburg (Del. Water Gap) East Stroudsburg (Smithfield Twp)** Parcel #'s: **16/9/1/26; 16/9/1/22; 16-98063**

E. VALUATION DATA - WAS TRANSACTION PART OF AN ASSIGNMENT OR RELOCATION? Y N

1. Actual Cash Consideration 1,100,000.00	2. Other Consideration +	3. Total Consideration = 1,100,000.00
4. County Assessed Value 12,660.00 (Del Water Gap) 455,590.00 (Smithfield Twp)	5. Common Level Ratio Factor X 5.15	6. Fair Market Value 2,411,487.50 TOTAL 12,660.00 (Del Water Gap) 455,590.00 (Smithfield)

F. EXEMPTION DATA

1a. Amount of Exemption Claimed: **0**

1b. Percentage of Grantor's Interest in Real Estate: **100**

1c. Percentage of Grantor's Interest Conveyed: **100**

Check Appropriate Box Below for Exemption Claimed.

- Will or intestate succession. (Name of Decedent: _____ (Estate File Number): _____)
- Transfer to a trust. (Attach complete copy of trust agreement identifying all beneficiaries.)
- Transfer from a trust. Date of transfer into the trust: _____. If trust was amended attach a copy of original and amended trust.
- Transfer between principal and agent/straw party. (Attach complete copy of agency/straw party agreement.)
- Transfers to the commonwealth, the U.S. and instrumentalities by gift, dedication, condemnation or in lieu of condemnation. (If condemnation or in lieu of condemnation, attach copy of resolution.)
- Transfer from mortgagor to a holder of a mortgage in default. (Attach copy of mortgage and note/assignment.)
- Corrective or confirmatory deed. (Attach complete copy of the deed to be corrected or confirmed.)
- Statutory corporate consolidation, merger or division. (Attach copy of articles.)
- Other (Please explain exemption claimed.)
2% TO THE BOROUGH OF DELAWARE
WATER GAP **98% TO THE TOWNSHIP OF SMITHFIELD**

Under penalties of law, I declare that I have examined this statement, including accompanying information, and to the best of my knowledge and belief, it is true, correct and complete.

Signature of Correspondent or Responsible Party: **Commonwealth Agency, Inc., By: S Woznick** Date: **April 2, 2013**

FAILURE TO COMPLETE THIS FORM PROPERLY OR ATTACH REQUESTED DOCUMENTATION MAY RESULT IN THE RECORDER'S REFUSAL TO RECORD THE DEED.



COUNTY OF MONROE

RECORDER OF DEEDS
7th & MONROE STREETS
STROUDSBURG, PA 18360
Area Code (570) 517-3969

Helen Diecidue - Recorder

Instrument Number - 201310248
Recorded On 4/16/2013 At 1:25:48 PM

Book - 2418 Starting Page - 6739
* Total Pages - 37

- * Instrument Type - DEED
- Invoice Number - 635524
- * Grantor - UNION MOTOR LODGE INC
- * Grantee - WATER GAP ACQUISITIONS PARTNERS LLC
- User - BLH
- * Customer - SIMPLIFILE LC E-RECORDING

*** FEES**

STATE TRANSFER TAX	\$11,000.00
STATE WRIT TAX	\$0.50
JCS/ACCESS TO JUSTICE	\$23.50
RECORDING FEES	\$78.50
AFFORDABLE HOUSING	\$13.00
COUNTY ARCHIVES FEE	\$2.00
ROD ARCHIVES FEE	\$3.00
TAX CODE CERTIFICATION	\$60.00
FEES	
STROUDSBURG SCHOOL	\$110.00
REALTY TAX	
EAST STROUDSBURG	\$5,390.00
SCHOOL REALTY TAX	
DELAWARE WATER GAP	\$110.00
BOROUGH	
SMITHFIELD TOWNSHIP	\$5,390.00
TOTAL PAID	\$22,180.50

RETURN DOCUMENT TO:
COMMONWEALTH AGENCY, INC
25 SKIPPACK PIKE
BROAD AXE, PA 19002

MC GIS Registry UPI Certification
On April 16, 2013 By CL

TAX ID #
16/9/1/26
16/9/1/22
16/98063
Total Tax IDs: 6



I Hereby CERTIFY that this document is recorded in the Recorder's Office of Monroe County, Pennsylvania

Helen Diecidue

THIS IS A CERTIFICATION PAGE

Do Not Detach

THIS PAGE IS NOW THE LAST PAGE OF THIS LEGAL DOCUMENT

* - Information denoted by an asterisk may change during the verification process and may not be reflected on this page.

Book: 2418 Page: 6775



LEASE AGREEMENT

THIS LEASE AGREEMENT (this "Lease") made and entered into as of this 12th day of July, 2023, by and between Water Gap Acquisitions Partners LLC, ("Lessor"), and Healthy Minds Partners LLC, having an address of 57 South Point Drive, Unit 1003, Miami, FL 33139 ("Lessee").

WITNESSETH:

A. Lessor is the owner real property, Parcel ID 16.9.1.22, in the town of Smithfield Township in the Commonwealth of Pennsylvania, together with all improvements thereon, and

B. The real property that Lessee desires to lease consists of approximately 33.74 acres of land, herein called the "**Leased Property**," and Lessor desires to lease the Leased Property to Lessee upon and subject to the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the terms, covenants and conditions herein set forth, Lessor and Lessee hereby covenant and agree as follows:

PREAMBLE

In addition to other terms elsewhere defined in this Lease, the following terms whenever used in this Lease shall have only the meanings set forth in this Section, unless such meanings are expressly modified, limited or expanded elsewhere in this Lease.

A. COMMENCEMENT DATE shall mean the date hereof.

B. EXPIRATION DATE shall mean the date which is ten (10) years following the Rent Commencement Date.

C. FIXED RENT shall be calculated and payable as follows:

<u>Lease Year</u>	<u>Yearly Rate</u>	<u>Quarterly Installment</u>
-------------------	--------------------	------------------------------

Year 1		
Year 2		
Year 3		
Year 4		
Year 5		
Year 6		
Year 7		
Year 8		
Year 9		
Year 10		



D. GOVERNMENTAL AUTHORITIES shall mean all federal, state, county and municipal governments and appropriate departments, commissions, boards and officers thereof.

E. INTEREST RATE shall mean the rate equal to the Prime Rate (hereinafter defined) plus five (5%) percent for the time period when any interest is due as provided in this Lease.

F. LEGAL REQUIREMENTS shall mean all laws and ordinances and the orders, rules, regulations and requirements of all Governmental Authorities, and all of the requirements of the Board of Fire Underwriters or similar body having jurisdiction, foreseen or unforeseen, ordinary as well as extraordinary, whether the same shall presently be within the contemplation of the parties hereto or shall involve any change of governmental policy, which may be applicable to the Leased Property or the use or manner of use thereof.

G. RENT COMMENCEMENT DATE shall mean July 12, 2023.

H. LESSEE'S WORK shall mean the construction of improvements on the Leased Property, the installation of Lessee's furniture, fixtures, equipment and signage in and on the Leased Property and such other work required for Lessee's use and occupancy of the Leased Property.

I. TERM shall mean the period of time commencing on the Rent Commencement Date and expiring on the Expiration Date.

1. LEASED PROPERTY 1.1 Leased Property. (a) Lessor hereby leases the Leased Property to Lessee, and Lessee hereby takes the Leased Property from Lessor, subject to all liens, encumbrances, easements, restrictions, covenants, zoning laws and regulations affecting and governing the Leased Property, and together with the nonexclusive right to use the Common Areas in common with other Lessees and occupants.

(b) Lessee hereby grants an easement to Lessor over a portion of the Leased Property. The easement area is described as the portion of the property that currently is maintained as a golf course of seven (7) holes. The rights granted to the Lessor include the right to continue to maintain these seven (7) holes of golf, including the tee areas, fairways, and greens, in a condition that is consistent with the historical condition and layout of these golf holes. This easement is non-transferable without the written consent of both parties and is immediately cancelable by the Lessee to the extent the easement encumbers, or threatens to encumber, the development of the Leased Property for the intended use (or uses) of the Leased Property by the Lessee.

1.2 Common Areas. (a) The term "Common Areas" shall mean those portions of land and/or buildings including, without limitation, the parking areas, lanes, drives and driveways, entrances, all means of ingress and/or egress, curb cuts, roadways, passageways, sidewalks, landscaped areas, lighting facilities and equipment located on the Leased Property.

(b) Lessor may, at any time and from time to time, increase, reduce or change the Common Areas, or any portion thereof, and/or erect additional buildings thereon and Lessee shall not be entitled to any compensation as a result thereof, nor shall same be deemed an actual or constructive eviction.

SECTION 2 – TERM 2.1 Initial Term. Lessee shall have and hold the Leased Property, The Term shall commence on the Rent Commencement Date and, unless sooner terminated or extended as provided elsewhere in this Lease, shall end on the Expiration Date.

3. RENT 3.1 Rent. From and after the Rent Commencement Date and throughout the Term, Lessee shall pay to Lessor Fixed Rent, without prior demand therefor. All payments of Rent shall be paid to or on behalf of Lessor in lawful money of the United States, without demand or notice and without any abatement, deduction or set-off whatsoever, except as otherwise expressly provided in this Lease. All payments of Rent shall be delivered to Lessor at the address set forth in this Lease for notices, or to any other place designated by Lessor. In the event that the first day of a calendar month is a holiday or a weekend, Rent shall be paid on the next business day.

3.2 Fixed Rent. Lessee shall pay to Lessor as rental for the Leased Property, the Fixed Rent. Fixed Rent shall be paid in equal quarterly installments in advance on or before the first day of each quarter during the Term..

3.3 Net Lease. The Fixed Rent and Additional Rent shall be absolutely net to Lessor without any abatement, deduction, counterclaim, set-off or offset whatsoever and Lessor shall not be required to provide any services or do any act in connection with the Leased Property, except as specifically provided in this Lease.

4. USE 4.1 Prohibited Uses. Lessee shall not do or permit anything to be done in or about the Leased Property nor bring or keep anything therein which is not within the permitted use of the Leased Property, which will in any way increase the existing rate of or affect any fire or other insurance upon the Buildings, Property or

any of their contents, or cause a cancellation of any insurance policy covering said Buildings, Property or any part thereof or any of its contents. Lessee shall not do or permit anything to be done in or about the Leased Property which will in any way obstruct or interfere with the rights of others, maintain or permit any nuisance in, on or about the Leased Property. Lessee shall not commit or allow to be committed any waste in or upon the Leased Property. Lessee at all times shall operate in accordance with, and shall not violate any existing Lessee exclusives within the Leased Property.

4.2 Intentionally left blank.

4.3 Rules and Regulations. Lessor or such other persons as Lessor may appoint shall have the exclusive control and management of the Common Areas and shall have the right, from time to time, to establish, modify, amend and enforce the Rules and Regulations. In its use of the Leased Property and Common Areas, Lessee shall comply with, and cause its employees, contractors, sub-Lessees, licensees and business invitees to comply with, the Rules and Regulations of the Leased Property.

4.4 Intentionally left blank.

5. REPAIRS AND MAINTENANCE 5.1 Lessee's Obligations. (a) Except as provided in this Section below, throughout the Term, Lessee shall, at Lessee's sole cost and expense, keep and maintain in good order and condition, and make all repairs to the Leased Property. In addition,

(b) Lessee shall cause all repairs to be made in a good and workmanlike manner. If Lessee fails after twenty (20) days' notice to proceed with due diligence to make repairs required by Lessee, the same may be made by Lessor at the expense of Lessee, and the expenses thereof incurred by Lessor, with interest thereon at the Interest Rate, shall be forthwith paid to Lessor as Additional Rent after rendition of a bill or statement therefor. As used in this Lease, the term "repairs" shall mean all maintenance, repairs, replacements, alterations, additions and betterments, foreseen or unforeseen, required to maintain the Leased Property to the standard to which other properties are maintained in the community in which the Leased Property is located.

(c) Lessee covenants and agrees to keep and maintain the Leased Property and each and every part thereof in a clean and neat and business-like condition: that it will handle and dispose of all rubbish, garbage and waste from its operation on the Leased Property, that Lessee not permit any rubbish or garbage accumulation in or on the Leased Property. Lessee shall comply with all Legal Requirements and all rules of Lessor relating to recycling.

5.2 Intentional left blank.

6. COMPLIANCE WITH LAW 6.1 Legal Requirements. From and after the Commencement Date, Lessee shall promptly comply, or cause compliance, with all Legal Requirements of Governmental Authorities, and with all of the requirements of the Board of Fire Underwriters or similar body having jurisdiction, foreseen or unforeseen, ordinary as well as extraordinary, and whether the same shall presently be within the contemplation of the parties hereto or shall involve any change of governmental policy, which may be applicable to the Leased Property or the use or manner of use thereof.

6.2 Hazardous Materials. Lessee agrees to refrain, and to prevent its employees, invitees, agents, contractors and subLessees, from bringing any Hazardous Materials (as hereinafter defined) onto the Leased Property, except for cleaning fluids in de minimis quantities for normal cleaning use which shall be stored in proper containers and in compliance with Legal Requirements. Lessee hereby covenants and agrees to indemnify, defend and hold Lessor harmless from and against any and all claims, actions, administrative proceedings, judgments, damages, penalties, costs, expenses, losses and liabilities of any kind or nature that arise (indirectly or directly) from or in connection with the presence (or suspected presence), release (or suspected release), spill (or suspected spill) or discharge (or suspected discharge) of any Hazardous Materials in, on or about the Leased Property at any time after possession thereof by Lessee, or resulting from the acts or omissions of Lessee, its subLessees or their

respective employees, agents or contractors. Without limiting the generality of the foregoing, the indemnity set forth above shall specifically cover any investigation, monitoring and remediation costs. The term "Hazardous Materials" shall mean any hazardous or toxic substances, materials, wastes, pollutants and the like which are defined as such in, and/or regulated by (or become defined in and/or regulated by), any Legal Requirement which is presently in effect or hereafter enacted relating to environmental matters, any rules and regulations promulgated under any Legal Requirement.

6.3 Notices. Lessee shall promptly furnish the following to Lessor all notices, correspondence and submissions made by Lessee to PADEP, the United States Environmental Protection Agency, the United States Occupational Safety and Health Administration, or any other municipal, county, state or federal authority which requires submission of any information or documentation concerning environmental matters or hazardous or toxic wastes or substances related to Lessee's use of the Leased Property and all notices served on Lessee by any governmental agency alleging a violation of any environmental laws related to Lessee's use of the Leased Property.

6.4 Survival. The provisions of this Article shall survive the expiration or sooner termination of this Lease.

7. ALTERATIONS 7.1 Lessee shall not make any alterations to the Leased Property ("Alterations") without Lessor's prior written consent

8. DAMAGE AND DESTRUCTION 8.1 In the event the Leased Property are damaged by fire or other perils covered by extended coverage insurance, Lessor agrees to forthwith repair same, and this Lease shall remain in full force and effect, except that Lessee shall be entitled to a proportionate reduction of the Fixed Rent from the date of damage and while such repairs are being made, such proportionate reduction to be based upon the extent to which the damage and making of such repairs shall reasonably interfere with the business carried on by Lessee in the Leased Property. If the damage is due to the fault or neglect of Lessee or its employees, agents or servants, there shall be no abatement of Rent.

8.2 In the event the Leased Property are damaged as a result of any cause other than the perils covered by fire and extended coverage insurance, then Lessor shall forthwith repair the same, provided the extent of the destruction to be less than ten (10%) percent of the full replacement cost. In the event the damage to the Leased Property is to an extent of ten (10%) percent or more of the full replacement cost, then Lessor shall have the option: (1) to repair or restore such damage, this Lease continuing in full force and effect, but the Fixed Rent to be proportionately reduced as hereinabove in this Section provided; or (2) give notice to Lessee at any time within sixty (60) days after such damage, terminating this Lease as of the date specified in such notice, which date shall be no more than thirty (30) days after the giving of such notice. In the event of giving such notice, this Lease shall expire and all interest of Lessee in the Premises shall terminate on the date so specified in such notice and the Fixed Rent, reduced by a proportionate reduction, based upon the extent, if any, to which such damage interfered with the business carried on by Lessee in the Premises, shall be paid up to date of said such termination.

8.3 Lessor shall not be required to repair any injury or damage by fire or other cause, or to make any repairs or replacements of any leasehold improvements, fixtures, or other personal property of Lessee. Lessee shall have the obligation to make said repairs, and in connection therewith, Lessee agrees to maintain adequate broad form all risk insurance coverage, or its equivalent, on Lessee's personal property, trade fixtures, leasehold improvements, contents and inventory. Lessee shall provide Lessor with a certificate of such insurance in a form satisfactory to Lessor, which shall name Lessor as an additional insured.

9. EMINENT DOMAIN 9.1 Taking. In the event of a taking for any public or quasi-public use by any lawful power or authority by exercise of the right of condemnation or eminent domain or by agreement between Lessor and those having the authority to exercise such right (herein called "Taking") of all or substantially all of the Leased Property, then this Lease shall terminate as of the date of vesting of title or transfer of possession, whichever is earlier (the "Vesting Date"). In the event of a Taking of less than substantially all of the Leased Property, then this Lease shall terminate with respect to the portion so taken on the Vesting Date.

9.2 **Termination.** In the event of a Taking of less than substantially all of the Leased Property, Lessor may elect to terminate this Lease if there is any Taking occurring during the last year of the Term; or in Lessor's reasonable judgment, it shall not be economically feasible to restore and replace the Leased Property, the Leased Property, the Common Areas, or any part thereof, to Lesseeable condition. If Lessor elects to terminate this Lease, Lessor shall, within one hundred twenty (120) days of the Taking, give notice to Lessee, and the Term shall expire and come to an end as of the last day of the calendar month in which such notice is given. In the event of a Taking of less than substantially all of the Leased Property, Lessee may elect to terminate this Lease if, by reason of the Taking (i) more than thirty-three percent (33%) of the Floor Area within the Leased Property shall be taken; (ii) there is a prohibition of the current use of the Leased Property; or (iii) there is any Taking of the Leased Property occurring during the last year of the Term. In the event Lessee elects to terminate this Lease pursuant to this subsection (b) hereof, Lessee shall, within one hundred twenty (120) days of the Taking, give notice to Lessor, and the Term shall expire and come to an end as of the last day of the calendar month in which such notice is given.

9.3 **Restoration by Lessor.** If this Lease is not terminated pursuant to Section 13.2 hereof, Lessor shall, to the extent of the award received by Lessor as compensation for the Taking, repair, restore and/or rebuild the remaining portions of the Leased Property and the Common Areas substantially to the condition and character existing as of the date on which possession of the Leased Property was delivered to Lessee. If this Lease is not terminated as provided in this Articles 13, and Lessor has not completed the repair or restoration of the Demised Premised within twelve (12) months after such Taking, then Lessee shall have the right to terminate this Lease by giving Lessor written notice thereof within thirty (30) days after the expiration of such one-year period. If Lessee elects to terminate this Lease as provided herein, this Lease shall terminate as of the last day of the calendar month immediately following the month in which such notice shall have been given. All compensation awarded or paid in respect of a total or partial taking of the Leased Property, or any part thereof, shall belong to and be the property of Lessor without any participation by Lessee. Nothing herein shall be construed to preclude Lessee from prosecuting any claim directly against the condemning authority in such condemnation proceeding for moving expenses; any fixtures or equipment owned by Lessee; and the unamortized cost of Lessee's betterments and improvements.

9.4 **Restoration by Lessee.** In the event of a Taking of a portion of the Leased Property and this Lease is not terminated pursuant to Section 13.2 hereof, Lessee shall, promptly upon substantial completion of the restoration work to be performed by Lessor pursuant to Section 13.3 above, promptly repair, restore, redecorate and re-fixture the Leased Property in a manner and to at least a condition equal to that existing immediately prior to such Taking.

9.5 **Effect on Lease.** If there is a Taking, then commencing on the Vesting Date, Fixed Rent shall be the product of (i) Fixed Rent immediately preceding the Taking, and (ii) a fraction, the numerator of which shall be the Leased Property remaining after the Taking, and the denominator of which shall be the Leased Property immediately preceding the Taking. Except as otherwise provided herein, this Lease shall not be affected in any manner by reason of a Taking of the Leased Property, or any part thereof, and Lessee, notwithstanding any law or statute, present or future, waives all rights to quit or surrender the Leased Property or any part thereof, and Lessor's and Lessee's respective obligations under this Lease, including the payment of Rent, shall continue as though none of those events had occurred and without abatement, suspension, or reduction of any kind. Lessee's rental obligations shall equitably abate if Lessee is unable to operate from all or any portion of the Leased Property as a result of such Taking until Lessor substantially completes the restoration thereof.

10. QUIET POSSESSION Lessee, upon paying the Rent and performing and observing all of Lessee's other obligations under this Lease, shall have and enjoy, during the Term, quiet and undisturbed possession and use of the Leased Property and all appurtenances thereto, subject to the terms and provisions of this Lease.

11. **Waivers.** Lessee hereby waives the service of any notice of intention to re-enter or to institute legal proceedings to that end which may otherwise be required to be given under any present or future law. Lessee, on its own behalf and on behalf of all persons claiming through or under Lessee, including all creditors, does further hereby waive any and all rights which Lessee and all such persons might otherwise have under any present or future law to redeem the Leased Property, or to re-enter or repossess the Leased Property, or to restore the operation of

this Lease, after Lessee shall have been dispossessed by a judgment or by warrant of any court or judge; or any re-entry by Lessor; or any expiration or termination of this Lease and the Term, whether such dispossess, re-entry, expiration or termination shall be by operation of law or pursuant to the provisions of this Lease.

12. UNAVOIDABLE DELAYS, FORCE MAJEURE 12.1 If either party shall be prevented or delayed from punctually performing any obligation or satisfying any condition under this Lease by any strike, lockout, labor dispute, inability to obtain labor, materials or reasonable substitutes therefor, Act of God, weather, fire or other casualty ("Unavoidable Delays"), then the time to perform such obligation or satisfy such condition shall be extended by the delay caused by such event. If either party shall as a result of an Unavoidable Delay be unable to exercise any right or options within any time limit provided therefor in this Lease, such time limit shall be deemed extended for a period equal to the duration of such Unavoidable Delay.

13. NOTICES Any notices, consents, approvals, elections, submissions, requests or demands required or permitted to be given under this Lease or pursuant to any law or governmental regulation (individually and collectively "notice") by Lessor to Lessee or by Lessee to Lessor shall be in writing (whether or not expressly so provided) at the following respective addresses:

To Lessor: Water Gap Acquisitions Partners LLC
805 Scott Street, Unit 3
Stroudsburg, PA 18360

To Lessor: Health Minds LLC
57 South Point Drive
Miami, FL 33139

All notices hereunder shall either be (a) hand-delivered, (b) deposited with a recognized national courier (e.g. FedEx or U.P.S.) or (c) mailed by certified mail, return receipt requested, postage prepaid. All notices shall be effective from the date of delivery or refusal of delivery. Notices may be signed by the attorneys for the party on whose behalf the notice is sent. Changes in addresses may be designated by written notice as provided in this Article.

14. ACCESS Lessor, or its agents, shall have the right to enter the Leased Property during business hours and upon reasonable notice (except in the event of an emergency when no notice shall be required) to examine the same, or to make such repairs, additions, improvements or alterations as it shall deem necessary or desirable for the safety, preservation or restoration of the Leased Property or for the safety or convenience of the occupants or users of the Leased Property, or to exhibit the same to prospective purchasers, lessees (within the last nine (9) months of the Term), insurance carriers or mortgagees, and put upon the Leased Property a suitable "For Sale" or "For Let" sign. Nothing contained herein shall be deemed to obligate Lessor to make any such examinations, repairs, additions, improvements or alterations. Lessor shall not in any way be liable whatsoever to Lessee in connection with Lessor's exercise of its rights under this Section. Lessor agrees that it will use reasonable efforts not to materially interfere with the normal course of Lessee's business. Lessor, its agents and representatives of utility companies shall hereby have the right of access to the Leased Property upon reasonable notice (except in the event of an emergency when no notice shall be required) during all hours for purposes of inspecting, repairing or altering the same. Lessee shall permit Lessor to erect, use and maintain pipes and conduits in and through the Leased Property.

15. END OF TERM Upon the expiration or other termination of the Term, Lessee shall peaceably and quietly quit and surrender the Leased Property, together with all alterations which are then part of the realty, broom clean, in good order and condition, reasonable wear and tear excepted, and otherwise in accordance with the terms of this Lease. Upon the expiration of the Term or other earlier termination of this Lease, any item of Rent which is payable to the date of the expiration of the Term or earlier termination of this Lease which is not then ascertainable shall be paid to Lessor when the same is determined. Any personal property and trade fixtures remaining upon the Leased Property after the expiration of the Term shall be deemed abandoned and shall become the property of Lessor without payment therefor. Lessor may dispose of or store any personal property and/or trade fixtures

remaining in, upon or about the Leased Property after the expiration or earlier termination of the Term and Lessee shall pay to Lessor the cost of removal, disposal or storage of same, which obligation shall survive the expiration or earlier termination of this Lease. The provisions of this Article shall survive the expiration of the Term or other earlier termination of this Lease.

16. MISCELLANEOUS

16.1 No Waiver. The failure of Lessor to insist upon strict performance of any of the terms, covenants or conditions hereof shall not be deemed a waiver of any rights or remedies that Lessor may have and shall not be deemed a waiver of that, or any subsequent breach or default in any of such terms, covenants or conditions.

16.2 Relationship of Parties. Nothing contained in this Lease shall be construed to create the relationship of principal and agent, partnership, joint venture or any other relationship between the parties hereto other than the relationship of Lessor and Lessee.

16.3 Recording. Neither Lessor nor Lessee shall record this Lease.

16.4 Applicable Law. This Lease shall be governed by, and construed in accordance with the laws of the Commonwealth of Pennsylvania.

16.5 Limitation of Lessor's Liability. (a) The term "Lessor" as used in this Lease means only the owner of the Leased Property, for the time being, so that in the event of any sale of Lessor's interest in the Leased Property or in this Lease, Lessor shall be and hereby is entirely freed and relieved of all obligations of Lessor hereunder with respect to the Leased Property, and it shall be deemed without further agreement between the parties and such purchaser(s) or assignee(s) that the purchaser or assignee has assumed and agreed to observe and perform all obligations of Lessor hereunder relating to the Leased Property.

(b) It is specifically understood and agreed that there shall be no personal liability on Lessor in respect to any of the covenants, conditions, or provisions of this Lease. In the event of a breach or default by Lessor of any of its obligations under this Lease, Lessee shall look solely to the equity of Lessor in the Leased Property for the satisfaction of Lessee's claims, and to no other property or assets of Lessor. No constituent of Lessor including, without limitation, any agent, partner, member, shareholder, managing agent or otherwise shall be in any manner personally liable under this Lease

16.6 Non-Binding Until Executed. This Lease shall not be binding upon Lessor or Lessee unless and until Lessor and Lessee shall have executed and unconditionally delivered a fully executed copy of this Lease to each other or each other's legal counsel.

16.7 No Claim for Damages. Lessee hereby waives any claim against Lessor which Lessee may have based upon any assertion that Lessor has unreasonably withheld or unreasonably delayed any consent or approval requested by Lessee, and Lessee agrees that its sole remedy shall be an action or proceeding to enforce any related provision or for specific performance, injunction or declaratory judgment.

16.8 Interpretation. No provision of this Lease shall be construed against or interpreted to the disadvantage of either Lessor or Lessee by any court or other governmental or judicial authority by reason of either Lessor or Lessee having or being deemed to have drafted, structured or dictated such provision. The paragraph headings herein are inserted only as a matter of convenience and for reference, and in no way to define, limit or describe the scope of this Lease or the intent of any provision hereof. The neuter gender, when used herein and in the acknowledgement hereafter set forth, shall include all persons, firms and corporations, and words used in the singular shall include words in the plural where the text of the instrument so requires.

16.9 Entire Agreement. This Lease and the exhibits attached hereto and forming a part hereof, set forth all the covenants, promises, agreements, conditions and understandings between Lessor and Lessee concerning the

subject matter hereof. No modification, amendment, change or addition to this Lease shall be binding upon Lessor or Lessee unless reduced to writing and signed by each party.

16.10 Lessee Confidentiality. Lessee agrees to keep all the terms and conditions of this Lease confidential except with regard to its counsel, accountants, employees and brokers and as otherwise required by law and shall not discuss rents, terms or conditions of the Lease with any existing or future Lessees of the Leased Property. Breach of confidentiality shall be deemed an Event of Default under this Lease.

16.11 PDF and Counterparts. This Lease may be executed and sent in pdf format via email or facsimile and/or in any number of counterparts. Each party may rely upon any email or facsimile or counterpart copy as if it were one original document.

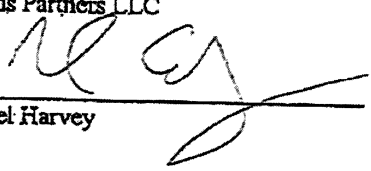
17. Lessors Rights. Lessor has the right to obtain any easements, grants, funds or any form of payment with the connection of the entire property. Lessor remains the rights to perimeter paths, walkways, roads or trails surrounding the property.

IN WITNESS WHEREOF, the parties have executed this Lease as of the date set forth above.

LESSOR:
Water Gap Acquisitions Partners LLC

By: 
Name: Joseph Schlim
Title: Managing Member

LESSEE:
Healthy Minds Partners LLC

By: 
Name: Daniel Harvey
Title: CEO

A-3 Testimonials

Exhibit A-3

Testimonials

THANK YOU

GRATEFUL

Love

Dan,
 I just wanted
 to take a moment
 to tell you how much
 I love you. You have
 been a blessing to my life.
 I learned I made more connections
 with therapist I started
 that I will cherish for
 a lifetime!

"2020"

Thank
 You!

Shirley
 D.

Thank
 you
 Dan
 Billy,
 others for
 giving me
 my life back.

Shirley C

Dan,

I just wanted to say thank you
 for the positive experience
 that I have had here over the
 last few weeks. This really is
 such a special place & I think
 you are a very special person.

Please keep doing all the little
 things that make people feel
 special at the most difficult
 time in their lives. I wish you &
 Mt. Sinai all the success in the
 world!

- Kristen S.

1-31-18

First of all, I would like to thank
you for accepting Mount Zion as a
wedding place and I am truly grateful
for the direction it is taking me to
you know, I really, lost my job but
have come to terms with it. The past
is what it is and I can't change that.
However, I can control my future and
have been thinking a lot about my
career. Before now, I was very
uncertain about what I wanted in
life. I believe I have a
calling and it's right in front of
me. I am super excited about
what the future holds and wanting
to start chapter of my life.

8-4-20

Thank you so much for everything you've done
for me & my program. And Sam has changed
my life and I really love you & your family
personally. You always have. It's appreciate
you getting to know me in a more personal
level & a caring relationship. I've often
said it's a pleasure for nothing but because I
don't need to say it but it will pay you back).

Thank you for everything you've done for me & my
program.

This place will always be my home.
This place has changed my life.

God Bless you & your family.

I'll never forget you & your family.

Thank you for everything you've done
for me & my program.

Thank you. I don't have you or
my life for granted.

Thank you.

Thank you for all you
have done. This program
is amazing. The staff is
awesome everyone is so professional
and nice. Mt. Sinai
saved my life and I
just want you to know we,
I really appreciate you and
all you have done for me.
I don't know where I would
be today. So thank you
again for saving my life.

God's best to you!
Christ's blessings on you!
PHILEMON 1:3 The Message

DEAR MOUNT SINAI,

I WANTED TO TAKE THE TIME TO LET YOU ALL KNOW HOW
TRULY GRATEFUL I AM. THIS PLACE WOULD NOT BE THE SAME
WITHOUT EACH AND EVERY ONE YOU. MOUNT SINAI HAS
PROVIDED ME WITH AN EXTREMELY SAFE ENVIRONMENT
IN WHICH TO HEAL FROM HEARTACHE TRAUMA, DEPRESSION,
ISOLATION AND LOSS OF IDENTITY. MOST OF ALL IT HAS
CHALLENGED ME AND ALLOWED ME TO GROW IN A WAY
I NEVER DREAMED POSSIBLE. I AM LEAVING HERE A
NEW PERSON, WHO HAS SELF AWARENESS, CONFIDENCE,
STRENGTH AND HOPE. THIS PLACE WILL ALWAYS HAVE
A SPECIAL PLACE IN MY HEART AND I WILL CONTRIBUTE
A LOT OF MY FUTURE SUCCESS TO MY EXPERIENCE HERE.
FOR THIS MOUNTAIN, I WILL BE ETERNALLY GRATEFUL.
UNTIL NEXT TIME (ALUMNI)!

LOVE

Just a quick note to say "THANKS" from the
bottom of my heart for allowing Colin
to get better at Mt. Sinai. It's really
incredible to see a complete turnaround
with Colin. We all know it's one day at
a time and hope + pray that he continues
what he learned from your incredible
staff. Again, Thanks a million!

Best regards

Wishing a
Merry Christmas
And Happy Holidays
to All my Friends
at Mt. Sinai.

One year of Sobriety
DEC 12, 2019

You are a true rock star! Thank you
for your kind attention during my
stay at and home, you and your
team were a great inspiration
& will certainly stay in touch and
will be there for whenever they
feel free to reach out if I can be
of any use to you and not the other
in any way. Thanks for everything,

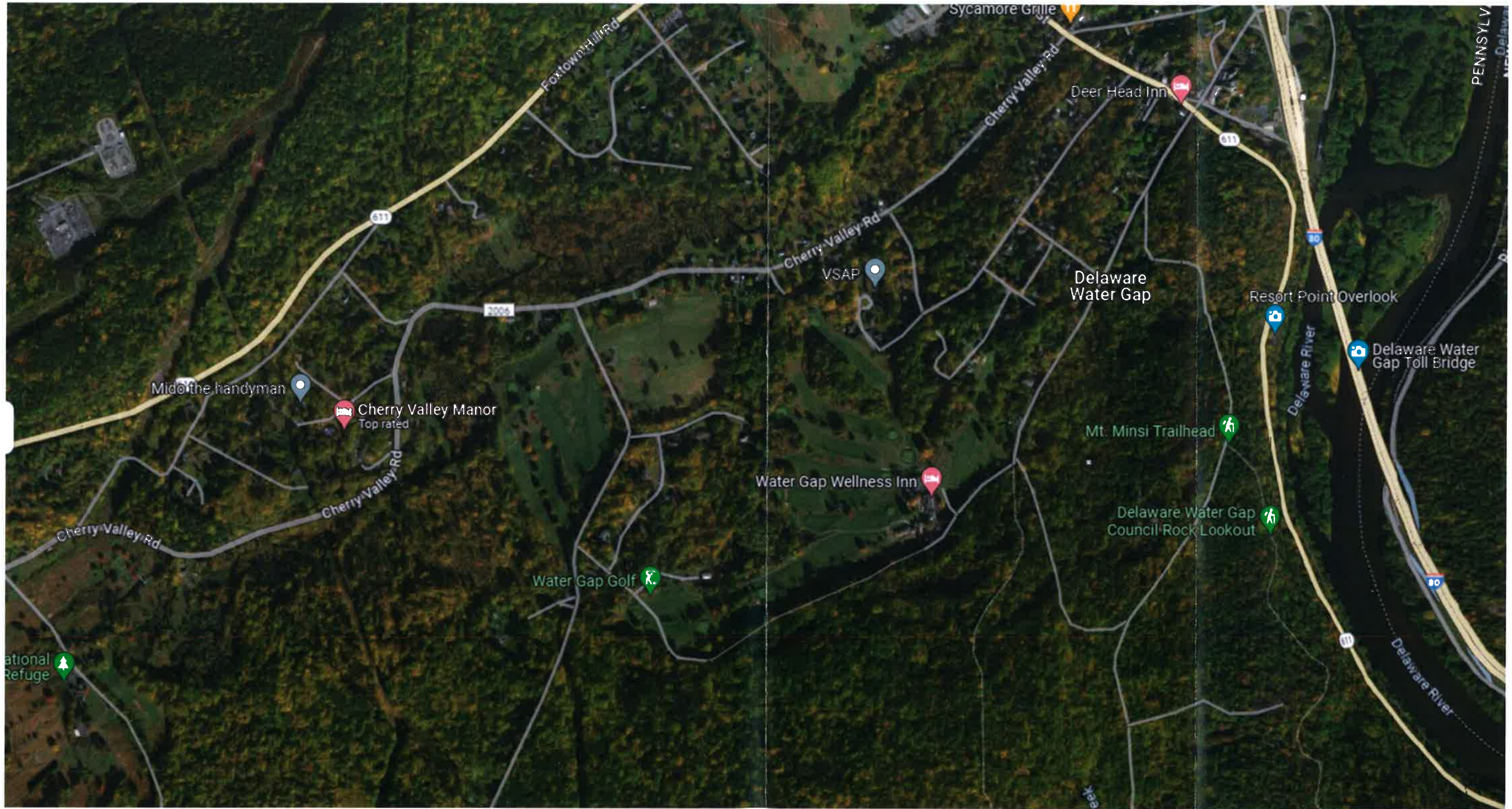
< Ricki Tylers Dad
11:16 AM, Mar 9

LOL I WAS JUST TALKING ABOUT YOU
YESTERDAY TYLER IS DOING GREAT HE
MOVED INTO HIS OWN APARTMENT IN
DAHLONEGA 6 WEEKS AGO HE'S TRAINING 5
DAYS A WEEK AND ON A STRICT DIET AND HAS
LOST 70 POUNDS AND LOOKS AMAZING !! DAN
I CAN NEVER THANK YOU ENOUGH OR REPAY
YOU FOR CARING ABOUT MY SON I HIS TIME
OF NEED !! I WRITE THIS WITH TEARS IN MY
EYE'S YOU ARE TRULY AN ANGEL IN SO MANY
PEOPLE'S LIVES.. IT WAS A DARK DARK TIME
IN TYLER'S LIFE AND MINE AS A FATHER WHO
FELT SO HELPLESS TO HELP MY SON .. TYLER
THINKS THE WORLD OF YOU AND HAS TONS O
RESPECT FOR WHO AND WHAT YOU HAVE DON
IN SO MANY PEOPLE'S LIVES .. I LOVE YOU MY
BROTHER AND GOD'S BLESSINGS BE UPON YO
ALWAYS IN JESUS MIGHTY NAME AMEN.. I'LL
SEND YOU TYLERS PHONE ## AS HE WOULD
LOVE TO HEAR FROM YOU ..

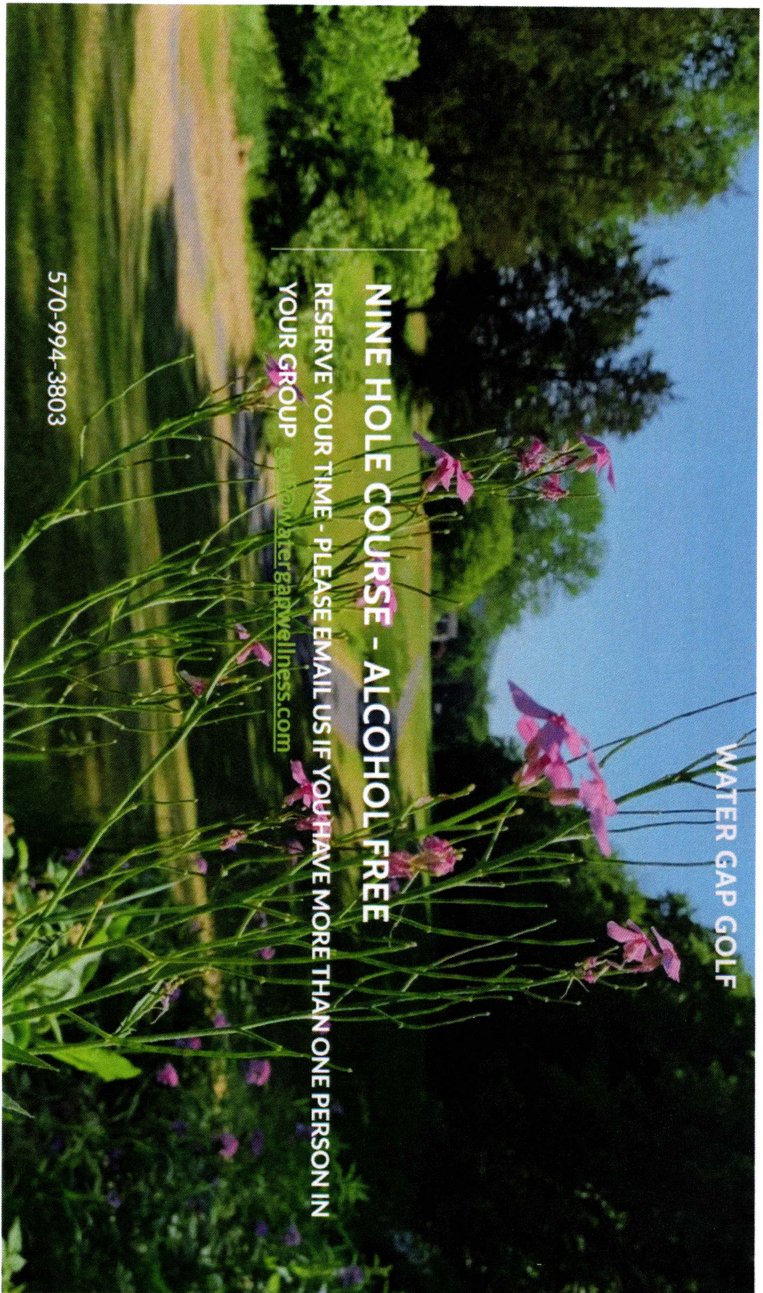
Dan, Thank you for everything
you've done for me. For providing
this safe, fun community ~~place~~
to aid me in finding myself,
when I thought hope was lost.
There aren't many true givers
in the world, but I am so thank-
ful + blessed my path led me
here. I know you get thank-yous
all the time but I don't think
you'll ever truly know what
you are doing for us lost, broken,
+ helpless. You are the coolest
"hope" dealer around. ☺
I will forever be grateful
to you + your team. 5/27/21
Truly, Kaylee A. BB

A-4 Illustrative Aerial

Illustrative Aerial



A-5 Water Gap Golf Rules



WATER GAP GOLF

NINE HOLE COURSE - ALCOHOL FREE

RESERVE YOUR TIME - PLEASE EMAIL US IF YOU HAVE MORE THAN ONE PERSON IN YOUR GROUP golf@watergapwellness.com

570-994-3803

PR

Executive Course

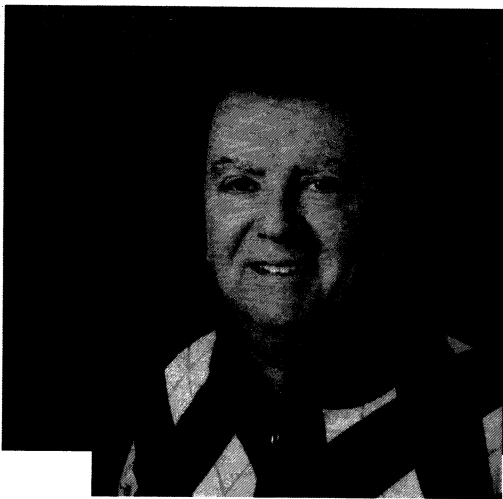
TO BOOK A TEE TIME.
 Email: golf@watergapwellness.com
 Online: www.watergapgolf.com
 Call: 570-620-5657

- Nine Holes
- One Day Notice Required
- Open Mon-Fri 10am-5pm
- No Walk-ons
- No Alcoholic Beverages
- Cost \$25.00 Carts Included

Directions - Must Enter Through Vista Circle. Take Cherry Valley Road, Turn onto Totts Gap Hill Road, Turn Left onto Wolf Hollow Drive, Pass the Stop Sign, Make Left into Golf Course 123 Wolf Hollow Dr., Stroudsburg, PA 18360

Exhibit A-5

A-6 Charles Niclaus, P.E. CV



CHARLES NICLAUS, PE

Project Manager
Project Management & Construction Services

cniclaus@barryisett.com | 270.200.2012

Charles Niclaus, PE, joined Barry Isett & Associates, Inc. in 2018 after heading his own Monroe County based civil engineering firm for 20 years. His firm provided surveying, civil engineering, municipal engineering services, water and wastewater engineering, and environmental investigations and design. Mr. Niclaus has managed a wide range of projects for industrial, commercial, and public-sector clients, as well as providing municipal consulting. He is experienced in providing site and utility design, project management and feasibility studies, as well as obtaining municipal and environmental permitting.

At Isett, Mr. Niclaus is responsible for project development and management, as well as managing client relationships.

EDUCATION

B.S., Civil Engineering, New Jersey Institute of Technology, 1977

LICENSE/CERTIFICATION

Professional Engineer: PA 034570, NJ 30396

AFFILIATIONS

Plainfield Township Zoning Hearing Board – Past Vice Chairman, Member | Rotary Club of Stroudsburg – Past President, Member | Pocono Chamber of Commerce – Past President of the Board of Directors, Director | Slate Belt Chamber of Commerce – Past President of the Board of Directors, Director | United Way of Monroe County – Past Campaign Chairman & Past President of the Board of Directors

PROJECT EXPERIENCE

BOROUGH OF MOUNT POCONO

Mount Pocono | Monroe County, PA

Professional Engineer

Mr. Niclaus is the Borough engineer for subdivision and land development plans and provides miscellaneous consulting and design projects.

POCONO MOUNTAIN INDUSTRIES

Coolbaugh Township | Monroe County, PA

Project Manager

Site development approvals of 50-200-acre business parks, including site design, stormwater management, utilities, environmental permitting, Special Exception & Conditional Use Hearings, & utility apps. Served as the Engineer for the BOD of the Pocono Mountains Economic Development Corporation since 1983.

STROUDSBURG AREA SCHOOL DISTRICT

Stroudsburg | Monroe County, PA

Lead Professional Engineer

Project engineer for the site design and permitting of the Chipperfield Drive middle school and Main Street high school addition/renovation projects including all Land Development requirements and Conditional Use Hearings.



CHARLES NICLAUS, PE

Project Manager
Project Management & Construction Services

cniclaus@barryisett.com | 270.200.2012

MONROE COUNTY PLANNING COMMISSION

Monroe County, PA

Professional Engineer

Mr. Niclaus is an alternate review engineer for subdivision and land development plans and provided miscellaneous consulting.

CROSSROADS MALL

Bartonsville | Monroe County, PA

Project Manager

Responsible for planning assistance on two anchor stores and outparcels totaling over 200,000 SF of the shopping center, located at Exit 302 of Interstate 80. Services included Conditional Use Hearings, permitting for utilities design, site layout, stormwater analysis, HEC-II flood routing, environmental permitting and jurisdictional approvals.

BARTONSVILLE SQUARE - NORTH & SOUTH PHASES

Bartonsville | Monroe County, PA

Project Manager and Design Engineer

Project involved the development of two shopping centers including all Land Development requirements, Conditional Use Hearings, EDU determinations, design, permitting and operation of utility systems, and NPDES permits and renewals.

MUNICIPAL AUTHORITY CONSULTING

Pocono Mountains Industrial Park Authority | Monroe County, PA

Lead Project Engineer

Design Engineer for a 40,000-GPD SBR pre-treatment Wastewater Treatment Plant (WWTP) & 14,000-GPD WWTP at Corporate Center East. Included operations management at the 44,000-GPD spray irrigation system at Corporate Center West, as well as the pump station operations. Conducted Infiltration and Inflow Studies & EDU determinations.

TIMBER RISE ACTIVE ADULT COMMUNITY

Middle Smithfield Township | Monroe County, PA

Project Manager

Feasibility study for a 500+ unit active adult community on a 357-acre site; envisioned to feature clusters of six-unit and two-unit buildings with parking and sidewalks that loop throughout the campus, & a community center. New Community Sewage and Water systems planning was conducted through DEP guidance for 200,000 GPD flows.

PENN FOREST FIREHOUSE ADDITION

Penn Forest Township | Carbon County, PA

Project Manager

Expansion of a firehouse, which included survey and site design, as well as obtaining a zoning variance, lot consolidation approval and modification approvals for construction.

A-7 LVL Completeness Review-
August 28, 2023



Corporate Office:

559 Main Street, Suite 230
Bethlehem PA 18018

Regional Offices:

1456 Ferry Road, Building 500
Doylestown, PA 18901

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

August 28, 2023

Julia Heilakka, Manager
Smithfield Township
1155 Red Fox Road
East Stroudsburg, PA 18301

**SUBJECT: HEALTHY MINDS TREATMENT CENTER
CONDITIONAL USE APPLICATION COMPLETENESS REVIEW
SMITHFIELD TOWNSHIP, MONROE COUNTY, PENNSYLVANIA
PROJECT NO. 2332257A**

Dear Ms. Heilakka

We have performed a completeness review of the submitted Conditional Use Application for the Healthy Minds Treatment Center. The submitted information consists of the following items:

- Letter of Transmittal prepared by Barry Isett & Associates, Inc., dated August 22, 2023.
- Application for Public Hearing.
- Project Narrative for Healthy Minds Treatment Center dated August 22, 2023.
- Trip Generation Assessment prepared by Barry Isett & Associates, Inc., dated August 18, 2023.
- Wetland Presence/Absence Evaluation prepared by Barry Isett & Associates, Inc., dated August 14, 2023.
- Soil Feasibility Evaluation prepared by Barry Isett & Associates, Inc., dated August 1, 2023.
- Lease Agreement between Water Gap Acquisitions Partners, LLC and Healthy Minds Partners, LLC.
- Architectural Plans and Elevations (2 sheets) prepared by Dansbury Design & Drafting, dated July 12, 2023.
- Conditional Use Plans (6 sheets) prepared by Barry Isett & Associates, Inc., dated August 22, 2023.

BACKGROUND INFORMATION

The Applicant is seeking a Conditional Use for a proposed residential drug, alcohol, and/or substance abuse treatment facility located on the western side of Totts Gap Road, approximately 100-feet south of its intersection with Cherry Valley Road (S.R. 2006).

The existing property (Tax ID No. 16.9.1.22) is located within the R-1, Low Density Residential Zoning District. The existing property is the former Wolf Hollow Country Club, has a gross lot area of 31.70 acres, and consists of the former golf course with woodlands, ponds, and wetlands.

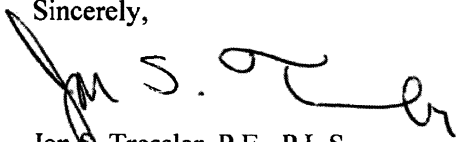
The proposed residential drug, alcohol, and/or substance abuse treatment facility will include 60 beds within a proposed 9,477 square foot, two-story building. A 60-space parking lot and driveway access from Totts Gap Road are also proposed. On-lot private well and sewage disposal system will serve the proposed use.

Julia Heilakka, Manager
Healthy Minds Treatment Center, Conditional Use Application Completeness Review
August 28, 2023
Page 2 of 2

Based upon our review, we believe the application can be accepted providing all other requirements have been met including, but not limited to, formal written applications and application fees, with establishment of an escrow and associated agreement to cover the costs of review.

If you should have any questions, please contact me.

Sincerely,



Jon S. Tresslar, P.E., P.L.S.
Township Engineer

JST/meh/tms

cc: Ronold J. Karasek, Esquire – Smithfield Township Solicitor
Ken Wolf, Zoning Officer – Smithfield Township
Daniel Harvey, CEO, Healthy Minds Partners, LLC – Applicant
Water Gap Acquisitions Partners, LLC – Property Owner
Amee S. Farrell, Esquire, Kaplin Stewart – Applicant's Attorney
Charles H. Niclaus, P.E., Barry Isett & Associates, Inc. – Applicant's Engineer
Melissa E. Hutchison, P.E. – LVL Engineering Group

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**A-8 LVL Application Review No.1-
September 12, 2023**



Corporate Office:

559 Main Street, Suite 230
Bethlehem PA 18018

Regional Offices:

1456 Ferry Road, Building 500
Doylestown, PA 18901

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

September 12, 2023

Smithfield Township Planning Commission
1155 Red Fox Road
East Stroudsburg, PA 18301

**SUBJECT: HEALTHY MINDS TREATMENT CENTER
CONDITIONAL USE APPLICATION REVIEW NO. 1
SMITHFIELD TOWNSHIP, MONROE COUNTY, PENNSYLVANIA
PROJECT NO. 2332257A**

Dear Planning Commission Members:

Pursuant to the Township's request, we have completed our first review of the above-referenced project. The submitted information consists of the following items:

- Letter of Transmittal prepared by Barry Isett & Associates, Inc., dated August 22, 2023.
- Application for Public Hearing.
- Project Narrative for Healthy Minds Treatment Center dated August 22, 2023.
- Trip Generation Assessment prepared by Barry Isett & Associates, Inc., dated August 18, 2023.
- Wetland Presence/Absence Evaluation prepared by Barry Isett & Associates, Inc., dated August 14, 2023.
- Soil Feasibility Evaluation prepared by Barry Isett & Associates, Inc., dated August 1, 2023.
- Lease Agreement between Water Gap Acquisitions Partners, LLC and Healthy Minds Partners, LLC.
- Architectural Plans and Elevations (2 sheets) prepared by Dansbury Design & Drafting, dated July 12, 2023.
- Conditional Use Plans (6 sheets) prepared by Barry Isett & Associates, Inc., dated August 22, 2023.

BACKGROUND INFORMATION

The Applicant is seeking a Conditional Use for a proposed residential drug, alcohol, and/or substance abuse treatment facility located on the western side of Totts Gap Road, approximately 100-feet south of its intersection with Cherry Valley Road (S.R. 2006).

The existing property (Tax ID No. 16.9.1.22) is located within the R-1, Low Density Residential Zoning District. The existing property is a portion of the Wolf Hollow Country Club, has a gross lot area of 31.70 acres, and consists of a portion of the golf course with woodlands, ponds, and wetlands. The FEMA 100-year floodplain associated with Cherry Creek traverses the northwestern corner of the existing property.

The proposed residential drug, alcohol, and/or substance abuse treatment facility will include 60 beds within a proposed 9,477 square foot, two-story building. A 60-space parking lot and driveway access from Totts Gap Road are also proposed. On-lot private well and sewage disposal system will serve the proposed use.

The Conditional Use Notes on Sheet CD-1 and the submitted Project Narrative notes the following:

1. The proposed residential drug, alcohol, and/or substance abuse treatment facility will be open 24 hours per day, 365 days per year.
2. The maximum number of clients will be 60.
3. The length of stay for each client is expected to range from 25 days to 40 days.
4. The proposed residential drug, alcohol, and/or substance abuse treatment facility must comply with the staffing requirements established by the Pennsylvania Department of Drug and Alcohol Programs and the Pennsylvania Department of Health Services for a licensed facility.
5. The proposed residential drug, alcohol, and/or substance abuse treatment facility will comply with all security regulations applicable to licensed facilities.
6. It is anticipated that the proposed residential drug, alcohol, and/or substance abuse treatment facility will have two or three box type 30-foot trucks making deliveries of food and other necessary supplies two to three times per week, typically between the hours of 9 am and 11 am.

Based on our review of the above information, we offer the following comments and/or recommendations for your consideration.

ZONING ORDINANCE COMMENTS

1. In accordance with Section 302.1 and the Schedule of District Regulations, a residential drug, alcohol, and/or substance abuse treatment facility is permitted within the R-1, Low Density Residential Zoning District by Conditional Use.
2. In accordance with Section 302.1 and the Schedule of District Regulations, the maximum building coverage permitted is 20%. *The Zoning Data appears to utilize the gross floor area of the proposed two-story building to calculate the proposed building coverage. The Zoning Data should be revised to utilize the footprint area (9,477 square feet).*
3. In accordance with Section 401.1.C, the maximum permitted impervious coverage on a property with on-lot well and sewage disposal within the R-1, Low Density Residential Zoning District is 25%. *The maximum permitted impervious coverage shall be listed in the Zoning Data.*

4. In accordance with Section 404, Schedule II, a rehabilitation facility requires 1 parking space for every 325 square feet of gross floor area. The definition of Rehabilitation Facility in Section 1002 includes “drug and alcohol rehabilitation”. *Fifty-nine (59) parking spaces are required, and 60 spaces are proposed.*
5. In accordance with Section 511-3.6, residential drug, alcohol and/or substance abuse treatment facility where permitted shall be subject to the following standards:
 - A. The minimum lot area for the facility shall be 25 acres. *The existing property has an area of 33.74 acres. The Zoning Data listed on the plan shall provide both the net and gross lot areas in square feet and acres.*

The required minimum lot area of 25 acres shall be included with the Zoning Data listed on the plan.
 - B. All drug, alcohol and/or substance abuse treatment and related activities shall be rendered on site and not off site. *This shall be confirmed by a note on the plan.*
 - C. The overall maximum number of persons in treatment at any one time shall be no more than 60 persons. *Conditional Use Note 2 on Sheet CD-1 and the submitted Project Narrative indicate that the maximum number of clients will be 60.*
6. In accordance with Section 705.1.A, “The following information shall be included on any site plan connected with a conditional use application, provided that the Township Board of Supervisors may waive a particular requirement where the size or scope of a project would render the data inapplicable or unnecessary. The purpose of the site plan is to evaluate the ability of the project to meet the conditional use criteria contained herein and not necessarily to give final approval if further submissions under the Township’s Subdivision and Land Development Ordinance [Chapter 22] or other Township ordinances are required. The following information shall be included on the site plan:”
 - (3) “The location, dimensions and arrangements of all open spaces and yards, landscaping, fences, and buffer yards, including methods and materials to be employed for screening. Landscaping information shall be sufficiently detailed and illustrative to determine compliance with §502(7) hereof and the buffering and screening requirements contained herein, although final landscaping plans can be deferred to the land development stage of approval. The Township Board of Supervisors may require the use of a registered landscape architect to prepare such plans for the conditional use and land development applications.” *A Landscape Plan has been prepared and submitted with this Conditional Use Application. It appears the proposed landscaping is in compliance with the Zoning Ordinance. Further review will be completed against both the Zoning and the Subdivision and Land Development Ordinances if the project proceeds to land development.*
 - (4) “The location, size, arrangement and capacity of all areas to be used for motor vehicle access, off-street parking, off-street loading and unloading, and provisions to be made for lighting such areas.” *A Lighting Plan has been*

prepared and submitted with this Conditional Use Application. It appears the proposed lighting is in compliance with the Zoning Ordinance. Further review will be completed against both the Zoning and the Subdivision and Land Development Ordinances if the project proceeds to land development.

- (5) “The types, dimensions, locations, landscaping, and methods of illumination for project signage and exterior lighting.” *Refer to Comments (3) and (4) above.*
- (7) “Provisions to be made for treatment and disposal of sewage and industrial wastes, water supply, and storm drainage.” *Storm drainage and stormwater management are shown on the Conditional Use Plan.*
 - a. Per Section 403.1 of Chapter 26, Water, “all persons holding legal title or an interest therein (the “owner”) to real property in the Township containing a building which abuts a main of the water system must make connections to such main, shall use exclusively water from such main as their water supply for human consumption, except as hereinafter provided, and shall be responsible to pay for all related connection costs”.
 - b. Per Section 103.1 of Chapter 18, Sewers and Sewage Disposal, “the owner of any improved property accessible to and whose principal building is within one hundred fifty (150) feet from the sewer system shall connect such improved property with and shall use such sewer system, in such manner as this Township may require, within sixty (60) days after notice to such owner from this Township to make such connection, for the purpose of discharge of all sanitary sewage and industrial wastes from such improved property; subject, however, to such limitations and restrictions as shall be established herein or otherwise shall be established by this Township, from time to time”.

The plan notes that private on-lot water and sewage disposal are proposed. The anticipated locations of the well with its 100-foot isolation distance and sewage disposal area shall be provided on the Conditional Use Plan.

In addition, the Applicant shall confirm whether public water and sanitary sewer services exist as described in items a and b above. Connection to the public water and sanitary sewer system may be required if conditions a and/or b above are met.

- (9) “A description of any proposed use in sufficient detail with regard to traffic generation to permit the Commission to determine compliance with the performance and traffic impact requirements set forth in § 27-404. Traffic studies required hereunder and by the Pennsylvania Department of Transportation (PennDOT) shall also be submitted. All such studies, regardless of location on State or Township roads, shall meet PennDOT’s requirements as well as the Township’s, excepting that the requirements for projects accessing only Township roads may be modified by the Township Board of Supervisors on the recommendation of the Township Engineer. The Township may also

require studies meeting the standards found in the Pennsylvania Municipalities Planning Code for purposes of establishing transportation impact fees applicable to the project.”

In accordance with Section 404.2.A.(1), “a traffic impact study shall be required for all subdivisions and land developments that, at build-out, are projected to generate 50 or more trip-ends per project peak hour or 500 trip-ends per day based on the latest edition of Trip Generation published by the Institute of Transportation Engineers. This shall include project additions, changes of use and replacement of nonconforming uses that increase the total traffic (existing plus new traffic) to more than 500 trip ends per day.” *A Traffic Generation Assessment was submitted with the Conditional Use Application.*

The traffic counts were determined utilizing a nursing home land use per the Institute of Transportation Engineers (ITE) Trip Generation Manual. The Traffic Generation Assessment states:

“The operation of the proposed treatment facility will function similarly to the nursing home land use such as, the residents will be dropped off by family or friends and will not be driving to the facility on a daily basis. The traffic generated to the site will be from employees, visitors, and delivery vehicles. In addition, patrons of the proposed treatment facility will be treated by healthcare professionals over multiple days. Isett concluded that other land uses like clinics or hospitals would not function in the same way as the proposed treatment facility. Patrons of these land uses could drive themselves and stay on-site, typically a few hours, for the treatment of their condition and are then released to return to their [residence].”

The Assessment has determined that the proposed treatment facility will generate 264 vehicles per day, therefore a traffic impact study will not be required.

- (13) “Soils, slopes and floodplain delineations.” *The existing steep slopes shall be provided on the plan.*

In accordance with Section 401.3.D.(3), “limited disturbance of moderately steep slopes and very steep slopes shall be permitted under the conditions described below:

Steep Slope Category	Percent	Maximum Area of Disturbance
Moderately Steep Slope	15% to 25%	60%
Very Steep Slope	25% or greater	10%

Disturbance refers to any development activity, including regrading and stripping of vegetation. The use of regraded slopes shall be minimized and is generally discouraged. The use of retaining walls for grade changes is encouraged.” *Steep slopes exist on the project site. The steep slopes shall be delineated on the Conditional Use Plan, and any disturbance shall comply with this Section.*

- (16) “Current zoning of the property proposed to be developed plus current zoning of all adjoining lands.” *The Conditional Use Plan shall include the current zoning districts of all adjoining lands.*

CONDITIONAL USE REQUIREMENTS

7. In accordance with Zoning Ordinance Section 705.C, “the Board of Supervisors, in acting upon the site development plan and conditional use permit application, shall take into consideration not only the criteria contained above, but also the following.” The following items must be addressed in the statement of purpose required in Section 704.A.(3).

- (1) “Whether the proposed use will have a detrimental or positive impact on adjacent properties. A new use should not produce a significant negative impact on the property values of adjacent properties, nor should it create potential nuisance impacts related to noise, odors, vibrations, or glare.” *The Project Narratives states:*

The proposed use will not have a detrimental impact on adjacent properties. The private facility is set back from the road in a secure setting governed by strict regulations and standards of care. The large golf course around it is being preserved and will still function as it presently does. The new use does not produce a significant negative impact on the property values of adjacent properties, nor does it create potential nuisance impacts related to noise, odors, vibrations, or glare. Residential treatment programs of this type are in great need as communities continue to cope with tragic losses that can be mitigated through these programs.

- (2) “If the proposed use is one judged to present detrimental impacts, whether an approval could be conditioned in such a manner as to eliminate or substantially reduce those impacts.” *The Project Narratives states:*

If the proposed use is one judged to present detrimental impacts through the upcoming Hearing process, it is agreed that an approval could be conditioned in such a manner as to eliminate or substantially reduce those impacts.

- (3) “Whether the use will have a positive or negative effect on the environment, job creation, the economy, housing availability, open space preservation or any other factors which reasonably relate to the health, safety and general welfare of present or future residents of the Smithfield Township.” *The Project Narratives states:*

The use will have a positive impact on the environment by expanding landscape use, retaining all trees in the project area, providing NPDES permitted Best Management Practices for stormwater control. It will also promote job creation with 70 new staff, improve economy during construction with taxable wages and after with an increased property tax base. Open space preservation is being maintained by the continuation of the golf course use over most of the property and numerous other factors being offered like desperately needed Treatment, Security, and community presence which all reasonably relate to the health, safety, and general welfare of present and/or future residents of Smithfield Township.

- (4) “Whether the granting of an approval will cause an economic burden on community facilities or services including, but not limited to, highways, sewage treatment facilities, water supplies and firefighting capabilities. The applicant shall be responsible for providing such improvement or additional services as may be required to adequately serve the proposed use and any approval shall be so conditioned. The Township shall be authorized, subject to the limitations of the Pennsylvania Municipalities Code, to request fees in support of such services where they cannot be directly provided by the applicant.” *The Project Narratives states:*

The granting of an approval will not cause economic burden on community facilities or services include, but not limited to, highways (the traffic assessment confirms little trip generation and the access is close to Cherry Valley Road which is a Collector type road/legislative route and connects to highways in two directions (Rt 611 to the east and Route 191 to the west), sewage treatment facilities (an on-site community system will be provided at the cost of the project as well as the maintenance to be provided), water supplies (an on-site potable well/water system will be provided at the cost of the project as well as the maintenance to be provided), and firefighting capabilities (a fire sprinkler system is proposed). The applicant agrees to be responsible for providing such improvements or additional services as may be required to adequately serve the proposed use and any approval shall be so conditioned. The Township is understood to be authorized, subject to the limitations of the Pennsylvania Municipalities Code, to request fees in support of such services where they cannot directly be provided by the applicant.

- (5) “Whether the site plan indicates the property will be developed and improved in a way which is consistent with that character this Chapter and the Township’s Comprehensive Plan are intended to produce or protect, including appropriate landscaping and attention to aesthetics and natural features preservation.” *The Project Narratives states:*

The site plan indicates the property will be developed and improved in a way which is consistent with that character of Township Ordinances and the Township's Comprehensive Plan, and is intended to produce or protect, including appropriate landscaping and attention to aesthetics and natural feature preservation. Existing trees have been designed around and specifically targeted to remain while the site improvements are generously adorned with new and prolific landscaping.

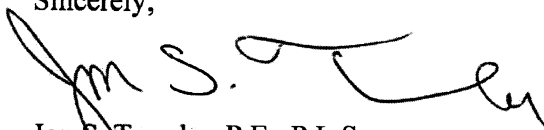
The above comments represent a thorough and comprehensive review of the information submitted, with the intent of giving the Township the best direction possible. However, due to the nature of the comments in this review, the receipt of new information may generate new comments.

In order to facilitate an efficient re-review of revised plans a letter, addressing item by item action in response to each of our comments, must be provided.

We recommend the above comments be addressed to the satisfaction of Smithfield Township prior to the approval of the Conditional Use.

If you should have any questions regarding the above comments, please call me.

Sincerely,



Jon S. Tresslar, P.E., P.L.S.
Township Engineer

JST/meh/tms

cc: Ronold J. Karasek, Esquire – Smithfield Township Solicitor
Ken Wolf, Zoning Officer – Smithfield Township
Daniel Harvey, CEO, Healthy Minds Partners, LLC – Applicant
Water Gap Acquisitions Partners, LLC – Property Owner
Amee S. Farrell, Esquire, Kaplin Stewart – Applicant's Attorney
Charles H. Niclaus, P.E., Barry Isett & Associates, Inc. – Applicant's Engineer
Melissa E. Hutchison, P.E. – LVL Engineering Group

**A-9 Responsive Resubmission-
September 26, 2023**



525 Main Street, Suite 200, Stroudsburg, PA 18360
272.200.2050 272.200.2051
barryisett.com

September 26, 2023
Project # 1072123.000

Smithfield Township Planning Commission
1155 Red Fox Road
East Stroudsburg, PA 18301

Dear Planning Commission Members:

RE: Healthy Minds Treatment Center Conditional Use Application
Response No. 1
Smithfield Township, Monroe County, Pennsylvania

Pursuant to the Township Engineer's review letter of 9/12/23, we have completed our first revision of the above-referenced project Conditional Use Plans. Based on our review of the below repeated review comments, we offer the following **comments and/or responses** for your consideration.

ZONING ORDINANCE COMMENTS

1. In accordance with Section 302.1 and the Schedule of District Regulations, a residential drug, alcohol, and/or substance abuse treatment facility is permitted within the R-1, Low Density Residential Zoning District by Conditional Use. **Agreed**
2. In accordance with Section 302.1 and the Schedule of District Regulations, the maximum building coverage permitted is 20%. The Zoning Data appears to utilize the gross floor area of the proposed two-story building to calculate the proposed building coverage. The Zoning Data should be revised to utilize the footprint area (9,477 square feet (SF)). **Revised on Sheet 2.**
3. In accordance with Section 401.1.C, the maximum permitted impervious coverage on a property with on-lot well and sewage disposal within the R-1, Low Density Residential Zoning District is 25%. The maximum permitted impervious coverage shall be listed in the Zoning Data. **Revised on Sheet 2 (5.1%)**
4. In accordance with Section 404, Schedule II, a rehabilitation facility requires one (1) parking space for every 325 SF of gross floor area. The definition of Rehabilitation Facility in Section 1002 includes "drug and alcohol rehabilitation". *Fifty-nine (59) parking spaces are required, and 60 spaces are proposed.* **Agreed, we can remove one if desired.**
5. *In accordance with Section 511-3.6, residential drug, alcohol and/or substance abuse treatment facilities where permitted shall be subject to the following standards:*
 - A. The minimum lot area for the facility shall be 25 acres (ac.). *The existing property has an area of 33.74 ac. The Zoning Data listed on the plan shall provide both the net and gross lot areas in SF and ac. The required minimum lot area of 25 ac. shall*

- be included with the Zoning Data listed on the plan. **Net areas added to Sheets 1 & 2.***
- B. All Drug, alcohol and/or substance abuse treatment and related activities shall be rendered on site and not off site. *This shall be confirmed by a note on the plan. **Conditional Use Note 3 on Sheet 1 revised.***
- C. The overall maximum number of persons in treatment at any one time shall be no more than 60 persons. *Conditional Use Note 2 on Sheet CD-1 and the submitted Project Narrative indicate that the maximum number of clients will be 60. **Agreed.***
6. In accordance with Section 705.1.A, the following information shall be included on any site plan connected with a conditional use application, provided that the Township Board of Supervisors may waive a particular requirement where the size or scope of a project would render the data inapplicable or unnecessary. The purpose of the site plan is to evaluate the ability of the project to meet the conditional use criteria contained herein and not necessarily to give final approval if further submissions under the Township's Subdivision and Land Development Ordinance [Chapter 22] or other Township ordinances are required. The following information shall be included on the site plan:"
- (3) "The location, dimensions and arrangements of all open spaces and yards, landscaping, fences, and buffer yards, including methods and materials to be employed for screening. Landscaping information shall be sufficiently detailed and illustrative to determine compliance with §502(7) hereof and the buffering and screening requirements contained herein, although final landscaping plans can be deferred to the land development stage of approval. The Township Board of Supervisors may require the use of a registered landscape architect to prepare such plans for the conditional use and land development applications." *A Landscape Plan has been prepared and submitted with this Conditional Use Application. It appears the proposed landscaping is in compliance with the Zoning Ordinance. Further review will be completed against both the Zoning and the Subdivision and Land Development Ordinances if the project proceeds to land development. **Agreed.***
- (4) "The location, size, arrangement and capacity of all areas to be used for motor vehicle access, off street parking, off street loading and unloading, and provisions to be made for lighting such areas." *A Lighting Plan has been prepared and submitted with this Conditional Use Application. It appears the proposed lighting is in compliance with the Zoning Ordinance. Further review will be completed against both the Zoning and the Subdivision and Land Development Ordinances if the project proceeds to land development. **Agreed.***
- (5) "The types, dimensions, locations, landscaping, and methods of illumination for project signage and exterior lighting." *Refer to Comments (3) and (4) above. **Agreed.***
- (7) "Provisions to be made for treatment and disposal of sewage and industrial wastes, water supply, and storm drainage." Storm drainage and stormwater management are shown on the Conditional Use Plan.
- a *Per Section 403.1 of Chapter 26, Water, "all persons holding legal title or an interest therein (the "owner") to real property in the Township containing a building which abuts a main of the water system must make connections to such main, shall use exclusively water from such main as their water supply for human consumption, except as hereinafter provided, and shall be responsible to pay for all related connection costs".*

- b. Per Section 103.1 of Chapter 18, Sewers and Sewage Disposal, "the owner of any improved property accessible to and whose principal building is within one hundred fifty (150) feet (ft.) from the sewer system shall connect such improved property with and shall use such sewer system, in such manner as this Township may require, within sixty (60) days after notice to such owner from this Township to make such connection, for the purpose of discharge of all sanitary sewage and industrial wastes from such improved property; subject; however, to such limitations and restrictions as shall be established herein or otherwise shall be established by this Township, from time to time".

*The plan notes that private on-lot water and sewage disposal are proposed. The anticipated locations of the well with its 100 foot isolation distance and sewage disposal area shall be provided on the Conditional Use Plan. **The proposed well location and isolation distance have been added to Sheets 2 & 3 with a reference to the limit of sewage system test area below it.***

*In addition, the Applicant shall confirm whether public water and sanitary sewer services exist as described in items a and b above. Connection to the public water and sanitary sewer system may be required if conditions a and/or b are met. **We are not aware of any public systems available to this property but would be agreeable to connection if they exist.***

- (9) A description of any proposed use in sufficient detail with regard to traffic generation to permit the Commission to determine compliance with the performance and traffic impact requirements set forth in § 27-404. Traffic studies required hereunder and by the Pennsylvania Department of Transportation (PennDOT) shall also be submitted. All such studies, regardless of location on State or Township roads, shall meet PennDOT's requirements as well as the Township's excepting that the requirements for projects accessing only Township roads may be modified by Township Engineer. The Township may also require studies meeting the standards found in the Pennsylvania Municipalities Planning Code for purposes of establishing transportation impact fees applicable to the project.

In accordance with Section 404.2.A.(1), "a traffic impact study shall be required for all subdivisions and land developments that, at build-out, are projected to generate 50 or more trip-ends per project peak hour or 500 trip-ends per day based on the latest edition of Trip Generation published by the Institute of Transportation Engineers. This shall include project additions, changes of use and replacement of nonconforming uses that increase the total traffic (existing plus new traffic) to more than 500 trip ends per day." *A Traffic Generation Assessment was submitted with the Conditional Use Application.*

The traffic counts were determined utilizing a nursing home land use per the Institute of Transportation Engineers (ITE) Trip Generation Manual. The Traffic Generation Assessment states.

"The operation of the proposed treatment facility will function similarly to the nursing home land use such as, the residents will be dropped off by family or friends and will not be driving to the facility on a daily basis. The traffic generated to the site will be from employees, visitors, and delivery vehicles. In

addition, patrons of the proposed treatment facility will be treated by healthcare professionals over multiple days. Isett concluded that other land uses like clinics or hospitals would not function in the same way as the proposed treatment facility. Patrons of these land uses could drive themselves and stay on-site, typically a few hours, for the treatment of their condition and are then released to return to their residence."

*The Assessment has determined that the proposed treatment facility will generate 264 vehicles per day, therefore a traffic impact study will not be required. **Agreed.***

- (13) *Soils, slopes and floodplain delineations." The existing steep slopes shall be provided on the plan. **Existing steep slopes have been added to Sheet 2.***

In accordance with Section 401.3.D.(3), "limited disturbance of moderately steep slopes and very steep slopes shall be permitted under the conditions described below:

Steep Slope Category	Percent	Maximum Area of Disturbance
Moderately Steep Slope	15% to 25%	60%
Very Steep Slope	25% or greater	10%

Disturbance refers to any development activity, including regrading and stripping of vegetation. The use of regraded slopes shall be minimized and is generally discouraged. The use of retaining walls for grade changes is encouraged." Steep slopes exist on the project site. The steep slopes shall be delineated on the Conditional Use Plan, and any disturbance shall comply with this Section. **A Disturbed Slope Data Table was added to Sheet 4.**

- (16) "Current zoning of the property proposed to be developed plus current zoning of all adjoining lands." The Conditional Use Plan shall include the current zoning districts of all adjoining lands. **Zoning Districts of adjoining lands are shown on the Sheet 1 Photogrammetric Zoning Map.**

CONDITIONAL USE REQUIREMENTS

7. In accordance with Zoning Ordinance Section 705.C, "the Board of Supervisors, in acting upon the site development plan and conditional use permit application, shall take into consideration not only the criteria contained above, but also the following." The following items must be addressed in the statement of purpose required in Section 704.A.(3).

(1) "Whether the proposed use will have a detrimental or positive impact on adjacent properties. A new use should not produce a significant negative impact on the property values of adjacent properties, nor should it create potential nuisance impacts related to noise, odors, vibrations or glare." *The Project Narratives states.*

The proposed use will not have a detrimental impact on adjacent properties. The private facility is set back from the road in a secure setting governed by strict regulations and standards of care. The large golf course around it is

being preserved and will still function as it presently does. The new use does not produce a significant negative impact on the property values of adjacent properties, nor does it create potential nuisance impacts related to noise, odors, vibrations, or glare. Residential treatment programs of this type are in great need as communities continue to cope with tragic losses that can be mitigated through these programs.

- (2) "If the proposed use is one judged to present detrimental impacts, whether an approval could be conditioned in such a manner as to eliminate or substantially reduce those impacts." *The Project Narratives states.*

If the proposed use is one judged to present detrimental impacts through the upcoming Hearing process, it is agreed that an approval could be conditioned in such a manner as to eliminate or substantially reduce those impacts.

- (3) "Whether the use will have a positive or negative effect on the environment, job creation, the economy, housing availability, open space preservation or any other factors which reasonably relate to the health, safety and general welfare of present or future residents of the Smithfield Township." *The Project Narratives states.*

The use will have a positive impact on the environment by expanding landscape use, retaining all trees in the project area, providing NPDES permitted Best Management Practices for stormwater control. It will also promote job creation with 70 new staff, improve economy during construction with taxable wages and after with an increased property tax base. Open space preservation is being maintained by the continuation of the golf course use over most of the property and numerous other factors being offered like desperately needed Treatment, Security, and community presence which all reasonably relate to the health, safety, and general welfare of present and future residents of Smithfield Township.

- (4) "Whether the granting of an approval will cause an economic burden on community facilities or services including, but not limited to, highways, sewage treatment facilities, water supplies and firefighting capabilities. The applicant shall be responsible for providing such improvement or additional services as may be required to adequately serve the proposed use and any approval shall be so conditioned. The Township shall be authorized, subject to the limitations of the Pennsylvania Municipalities Code, to request fees in support of such services where they cannot be directly provided by the applicant." *The Project Narratives states.*

The granting of an approval will not cause economic burden on community facilities or services include, but not limited to, highways (the traffic assessment confirms little trip generation and the access is close to Cherry Valley Road which is a Collector type road legislative route and connects to highways in two directions (Rt 611 to the east and Route 191 to the west), sewage treatment facilities (an on-site community system will be provided at the cost of the project as well as the maintenance to be provided), water supplies (an on-site potable well/water system will be provided at the cost of the project as well as the maintenance to be provided), and firefighting capabilities (a fire sprinkler system is proposed). The applicant

agrees to be responsible for providing such improvements or additional services as may be required to adequately serve the proposed use and any approval shall be so conditioned. The Township is understood to be authorized, subject to the limitations of the Pennsylvania Municipalities Code, to request fees in support of such services where they cannot directly be provided by the applicant.

- (5) *"Whether the site plan indicates the property will be developed and improved in a way which is consistent with that character this Chapter and the Township's Comprehensive Plan are intended to produce or protect, including appropriate landscaping and attention to aesthetics and natural features preservation." The Project Narratives states*

The site plan indicates the property will be developed and improved in a way which is consistent with that character of Township Ordinances and the Township's Comprehensive Plan, and is intended to produce or protect, including appropriate landscaping and attention to aesthetics and natural feature preservation. Existing trees have been designed around and specifically targeted to remain while the site improvements are generously adorned with new and prolific landscaping.

In order to facilitate an efficient re-review of the revised plans, this letter has been provided addressing item by item action in response to each of the above comments.

We look forward to meeting with you on 10/12 to answer any questions and provide additional information.

If you should have any questions regarding the above comments, please feel free to call me.

Sincerely yours,



Charles Niclaus, PE
Project Manager

Cc via email: Ronold J. Karasek, Esquire, Smithfield Township Solicitor
Ken Wolf, Zoning Officer, Smithfield Township
Daniel Harvey, CEO, Healthy Minds Partners, LLC
Applicant Water Gap Acquisitions Partners, LLC
Property Owner, Amee S. Farrell
Esquire, Kaplin Stewart — Applicant's Attorney
Jon S. Tresslar, PE, PLS. — Township Engineer
Melissa E. Hutchison, P.E. — LVL Engineering Group

CONDITIONAL USE PLANS

HEALTHY MINDS TREATMENT CENTER

HEALTHY MINDS PARTNERS, LLC

SMITHFIELD TOWNSHIP

MONROE COUNTY, PA

AUGUST 22, 2023 REVISED 9/26/2023

Plans Prepared by:



272.200.2050
barryisett.com
525 MAIN ST, 2ND FLOOR
STROUDSBURG, PA 18360

COUNTY OF MONROE DAY OF _____ 20____
ON THIS THE _____ BEFORE ME, THE UNDERSIGNED OFFICER, PERSONALLY APPEARED _____
WHO BEING DULY SWORN, ACCORDING TO LAW, BOTH DEPOSE AND SAY THAT _____
(S) ARE THE OWNER (S) OF THE PROPERTY SHOWN AND
DEPICTED ON THIS PLAN, THAT THIS _____ PLAN WAS MADE AT _____
DIRECTION, AND THAT _____ PLAN WAS MADE AT _____
SAME TO BE RECORDED ACCORDING TO LAW. _____ ACKNOWLEDGES THE SAME AND DESIRE (S) THE

PRINT NAME AND TITLE _____
NAME AND TITLE _____

ENGINEER'S CERTIFICATION

I HEREBY CERTIFY THAT TO THE BEST OF MY PROFESSIONAL KNOWLEDGE AND BELIEF, THE INFORMATION SHOWN ON THIS PLAN IS CORRECT.

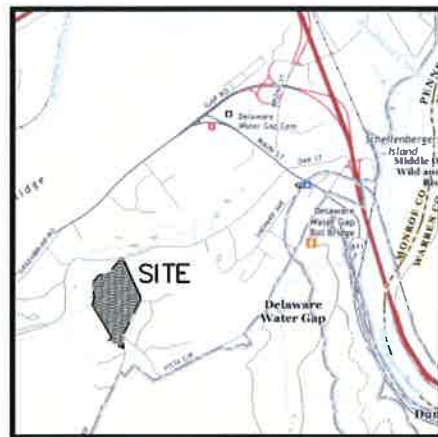


CHARLES H. NICLAUS
34570-E
BARRY ISETT & ASSOCIATES
525 MAIN ST, 2ND FLOOR
STROUDSBURG, PA 18360
272-200-2050

Charles H. Nictaus

CONDITIONAL USE NOTES

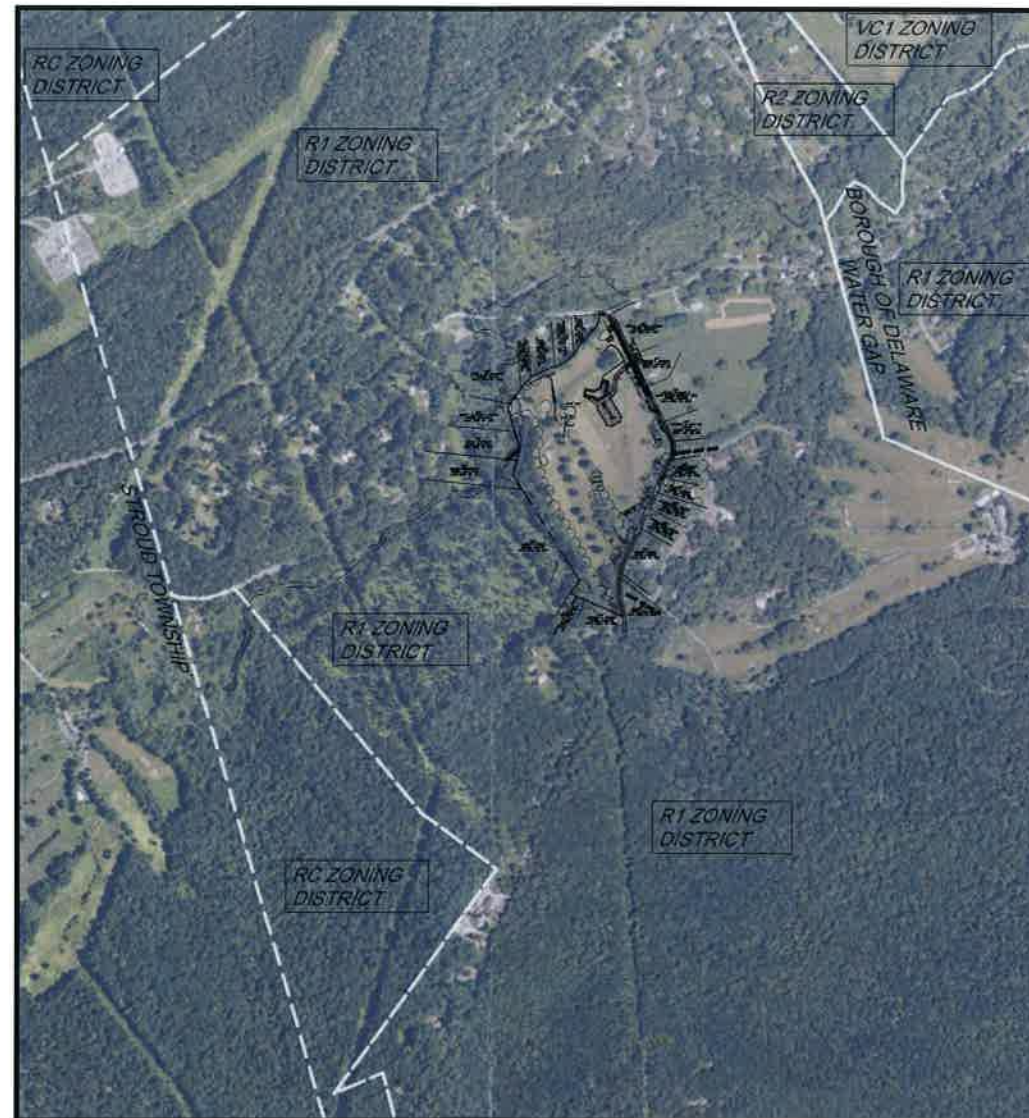
1. THE HEALTHY MINDS TREATMENT CENTER (HEALTHY MINDS OR 'TREATMENT CENTER') WILL BE AN INPATIENT BEHAVIORAL HEALTH REHABILITATION CENTER WITH A PROPOSED CAPACITY OF 60 BEDS. RESIDENTIAL TREATMENT CENTERS ARE PERMITTED THROUGH THE CONDITIONAL USE APPLICATION PROCESS. A DESCRIPTION OF THE PROPOSED PROJECT AND AN OUTLINE OF COMPLIANCE WITH THE REQUIREMENTS OF THE ZONING ORDINANCE AND REFERENCED REGULATIONS ARE PROVIDED IN THIS NARRATIVE.
2. THE TREATMENT CENTER WILL BE LOCATED ON A PORTION OF THE FORMER WOLF HOLLOW COUNTRY CLUB. HEALTHY MINDS LLC WILL OPERATE ON THE PORTION OF THE FORMER WOLF HOLLOW COUNTRY CLUB THAT IS A 33.74-ACRE PARCEL IDENTIFIED AS PARCEL ID 16 S 1 22 THAT LIES ALONG TOTTS GAP ROAD IN SMITHFIELD TOWNSHIP, PENNSYLVANIA. HEALTHY MINDS WILL CONSTRUCT A MAIN BUILDING AND ADDITIONAL IMPROVEMENTS TO THE PROPERTY AND ITS INFRASTRUCTURE. THE PROJECT ACREAGE ON THE PLANS IS BASED ON A DEED PLOT AS OPPOSED TO THE TAX RECORDS.
3. THE HEALTHY MINDS TREATMENT CENTER PROPERTY IS OWNED BY WATER GAP ACQUISITIONS PARTNERS LLC, PURSUANT TO A DEED RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS FOR MONROE COUNTY, PENNSYLVANIA ON APRIL 16, 2013 IN RECORD BOOK 2418 ON STARTING PAGE 6739. PARCEL 16 S 1 22. PURSUANT TO A PROPERTY LEASE AGREEMENT DATED XXX WATER GAP ACQUISITIONS PARTNERS LLC HAS AGREED TO LEASE THE PROPERTY TO A HEALTHY MINDS PARTNERS LLC ALL DRUG, ALCOHOL AND/OR SUBSTANCE ABUSE TREATMENT AND RELATED ACTIVITIES SHALL BE RENDERED ON SITE AND NOT OFF SITE.
4. THE TREATMENT CENTER WILL MAINTAIN ALL REQUIRED LICENSES AND PERMITS FROM THE PENNSYLVANIA DEPARTMENT OF DRUG AND ALCOHOL PROGRAMS, THE PENNSYLVANIA DEPARTMENT OF HUMAN SERVICES, THE PENNSYLVANIA DEPARTMENT OF LABOR AND INDUSTRY, AND MONROE COUNTY. THE APPLICABLE STATE REGULATIONS WITH WHICH HEALTHY MINDS MUST COMPLY COVER ALL ASPECTS OF OPERATING A LICENSED AND ACCREDITED TREATMENT CENTER, INCLUDE:
 - STAFFING REQUIREMENTS
 - CERTIFICATION OF PROGRAMS
 - PHYSICAL PLANT REQUIREMENTS
 - SIZE AND DESIGN OF COUNSELING AREAS
 - SIZE AND DESIGN OF RESIDENT ACCOMMODATIONS
 - INTAKE AND ADMISSION PROCEDURES
 - NATURE OF TREATMENT AND PROGRAMS
 - SECURITY
 - STATE INSPECTIONS
5. COMMUNITY IMPACTS: THE PROPOSED USE WILL NOT HAVE A DETRIMENTAL IMPACT ON ADJACENT PROPERTIES. THE PRIVATE FACILITY IS SET BACK FROM THE ROAD IN A SECURE SETTING GOVERNED BY STRICT REGULATIONS AND STANDARDS OF CARE. THE LARGE GOLF COURSE AROUND IT IS BEING PRESERVED AND WILL STILL FUNCTION AS IT PRESENTLY DOES. THE NEW USE DOES NOT PRODUCE A SIGNIFICANT NEGATIVE IMPACT ON THE PROPERTY VALUES OF ADJACENT PROPERTIES NOR DOES IT CREATE POTENTIAL NUISANCE IMPACTS RELATED TO NOISE, ODORS, VIBRATIONS OR GLARE. RESIDENTIAL TREATMENT PROGRAMS OF THIS TYPE ARE IN GREAT NEED AS COMMUNITIES CONTINUE TO COPE WITH TRAGIC LOSSES THAT CAN BE MITIGATED THROUGH THESE PROGRAMS. IF THE PROPOSED USE IS ONE ADDED TO PRESENT DETRIMENTAL IMPACTS THROUGH THE UPCOMING HEARING PROCESS, IT IS AGREED THAT AN APPROVAL COULD BE CONDITIONED IN SUCH A MANNER AS TO ELIMINATE OR SUBSTANTIALLY REDUCE THOSE IMPACTS.
 - THE USE WILL HAVE A POSITIVE EFFECT ON THE ENVIRONMENT BY EXPANDING LANDSCAPE USE, RETAINING ALL TREES IN THE PROJECT AREA, PROVIDING NPDES PERMITTED BEST MANAGEMENT PRACTICES FOR STORMWATER CONTROL. IT WILL ALSO PROMOTE JOB CREATION WITH 70 NEW STAFF, IMPROVE THE ECONOMY DURING CONSTRUCTION WITH TAXABLE WAGES AND AFTER WITH AN INCREASED PROPERTY TAX BASE. OPEN SPACE PRESERVATION IS BEING MAINTAINED BY THE CONTINUATION OF THE GOLF COURSE USE OVER MOST OF THE PROPERTY. AND NUMEROUS OTHER FACTORS BEING OFFERED LIKE DESPERATELY NEEDED TREATMENT, SECURITY AND COMMUNITY PRESENCE WHICH ALL REASONABLY RELATE TO THE HEALTH, SAFETY AND GENERAL WELFARE OF PRESENT AND/OR FUTURE RESIDENTS OF SMITHFIELD TOWNSHIP.
 - THE GRANTING OF AN APPROVAL WILL NOT CAUSE AN ECONOMIC BURDEN ON COMMUNITY FACILITIES OR SERVICES INCLUDING, BUT NOT LIMITED TO, HIGHWAYS (THE TRAFFIC ASSESSMENT CONFIRMS LITTLE TRIP GENERATION AND THE ACCESS IS CLOSE TO CHERRY VALLEY ROAD WHICH IS COLLECTOR TYPE ROAD/LEGISLATIVE ROUTE AND CONNECTS TO HIGHWAYS IN TWO DIRECTIONS, RT 611 TO THE EAST AND ROUTE 191 TO THE WEST). SEWAGE TREATMENT FACILITIES (AN ON-SITE COMMUNITY SYSTEM WILL BE PROVIDED AT THE COST OF THE PROJECT AS WELL AS THE MAINTENANCE TO BE PROVIDED), WATER SUPPLIES (AN ON-SITE POTABLE WELL/WATER SYSTEM WILL BE PROVIDED AT THE COST OF THE PROJECT AS WELL AS THE MAINTENANCE TO BE PROVIDED), AND FIRE-FIGHTING CAPABILITIES (A FIRE SPRINKLER SYSTEM IS PROPOSED). THE APPLICANT AGREES TO BE RESPONSIBLE FOR PROVIDING SUCH IMPROVEMENTS OR ADDITIONAL SERVICES AS MAY BE REQUIRED TO ADEQUATELY SERVE THE PROPOSED USE AND ANY APPROVAL SHALL BE SO CONDITIONED. THE TOWNSHIP IS UNDERSTOOD TO BE AUTHORIZED, SUBJECT TO THE LIMITATIONS OF THE PENNSYLVANIA MUNICIPALITIES PLANNING CODE, TO REQUEST FEES IN SUPPORT OF SUCH SERVICES WHERE THEY CANNOT BE DIRECTLY PROVIDED BY THE APPLICANT.
6. ON-SITE ACTIVITIES AND OPERATIONS: THE NATURE OF THE ON-SITE ACTIVITIES AND OPERATIONS, WITH MINIMAL MATERIALS STORED AND CLOSELY SECURED BY GOVERNMENT REGULATIONS FOR HEALTH AND SAFETY, DOES NOT HAVE A FREQUENCY OF DISTRIBUTION AND RESTOCKING LIKE A MANUFACTURING OR RETAIL USE. THE DURATION PERIOD OF STORAGE OF MATERIALS IS MINIMAL. DUE TO REGULATED EXPIRATIONS, AND THE METHODS FOR DISPOSAL OF ANY SURPLUS OR DAMAGED MATERIALS IS IN STRICT COMPLIANCE WITH HEALTH INDUSTRY STANDARDS. THE OPENING PART OF THIS NARRATIVE FURNISHES EVIDENCE THAT THE DISPOSAL OF MATERIALS WILL BE ACCOMPLISHED IN A MANNER THAT COMPLIES WITH STATE AND FEDERAL REGULATIONS. ALL OTHER DOMESTIC TYPE WASTES ARE REMOVED VIA DUMPSTER WHERE SHOWN ON THE SITE PLAN.
 - THE GENERAL SCALE OF THE OPERATION, IN TERMS OF ITS MARKET AREA, SPECIFIC FLOOR SPACE REQUIREMENTS FOR EACH ACTIVITY, THE TOTAL NUMBER OF EMPLOYEES ON EACH SHIFT, THE NUMBER OF SHIFTS, THE HOURS OF OPERATION, AND OVERALL SITE SIZE ARE CONTAINED IN THE OPENING PART OF THIS NARRATIVE.
 - MINIMAL ENVIRONMENTAL IMPACTS ARE LIKELY TO BE GENERATED (E.G., ODOR, NOISE, SMOKE, DUST, LITTER, GLARE, VIBRATION, ELECTRICAL DISTURBANCE, RADIATION, WASTEWATER, STORMWATER, SOLID WASTE) BECAUSE THE PLANS AND NARRATIVE IDENTIFY SPECIFIC MEASURES EMPLOYED TO MITIGATE OR ELIMINATE ANY SUCH NEGATIVE IMPACTS. THE OPENING NARRATIVE FURNISHES EVIDENCE THAT THE IMPACTS GENERATED BY THE PROPOSED USE FALL WITHIN ACCEPTABLE LEVELS AS REGULATED BY APPLICABLE LAWS AND ORDINANCES.
 - THE SITE PLAN PRESENTS CREDIBLE EVIDENCE THAT THE NUMBER OF OFF-STREET PARKING SPACES PROVIDED FOR THE USE IS ADEQUATE AND FOLLOWS TOWNSHIP REQUIREMENTS. DELIVERY TYPE VEHICLES (TRACTOR TRAILER TRUCKS ARE NOT ANTICIPATED BUT TURNING MOVEMENTS HAVE BEEN EVALUATED AND FOUND ADEQUATE TO ACCOMMODATE WB -50 TRUCKS IF ONE ENTERS THE SITE OR NEEDS TO BE UNLOADED) MEET THE EXPECTED DEMAND GENERATED BY THE PROPOSED USE AND ITS RELATED ACTIVITIES AND AN APPROPRIATE SPACE HAS BEEN PROVIDED FOR SUCH.



LOCATION MAP
USGS: STROUDSBURG QUADRANGLE
Scale: 1"=2000'

SHEET INDEX

NUMBER	SHEET NUMBER	DESCRIPTION
1	TS-1	TITLE SHEET
2	EF-1	EXISTING FEATURES PLAN
3	CD-1	CONDITIONAL USE SITE LAYOUT PLAN
4	CD-2	CONDITIONAL USE GRADING PLAN
5	LL-1	CONDITIONAL USE LANDSCAPE PLAN
6	LL-2	CONDITIONAL USE LIGHTING PLAN



PHOTOGRAMMETRIC ZONING MAP
SCALE: 1"=600'

SITE DATA

OWNER: WATER GAP ACQUISITIONS PARTNERS, LLC
PROPERTY ADDRESS: 805 SCOTT STREET, BOX 3
STROUDSBURG, PA 18360
APPLICANT/LESSEE: HEALTHY MINDS PARTNERS, LLC
57 SOUTH POINT DRIVE, UNIT 1003
MIAMI FL 33139

DEED REFERENCE: D.B.V. 2418 - PG 6885
PARCEL NO.: 16/9/1/22
PIN: 16731000755514
TOTAL AREA: 31.70 AC (1,380,910 SF)

PROPOSED USE: RESIDENTIAL TREATMENT FACILITY

ZONING DATA

DISTRICT: R-1; LOW DENSITY RESIDENTIAL
ON-SITE SEWER AND WATER

PARKING: REHABILITATION FACILITY 1/325 SF X 19,000 SF = 59 PARKING SPACES
REQUIRED 60 SPACES PROVIDED

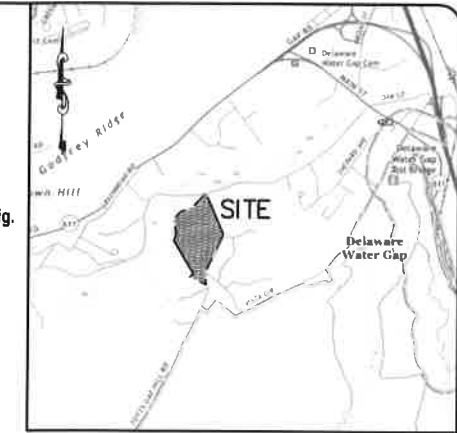
	MINIMUMS	EXISTING	PROPOSED
LOT SIZE:	50,000 SF	1,380,910 SF	1,251,937 SF NET
LOT WIDTH:	150 FT.	90'+/- CV RD.	NO CHANGE
LOT DEPTH:	200 FT.	2,000'+/- TG RD.	900'
FRONT YARD:	35 FT.	35'	196'
SIDE YARD:	30 FT.	30'	240'
REAR YARD:	25 FT.	25'	540'
LOT AREA:	25 AC.	31.7 AC.	28.7 AC. NET

	MINIMUMS	EXISTING	PROPOSED
BUILDING COVERAGE:	20%	0%	9,477/1,251,370=0.76%
BUILDING HEIGHT:	35 FT.	35 FT.	LESS THAN 35'
IMPERVIOUS COVERAGE:	25%	22,000 SF	64,000/1,251,937=5.1%
AREA OF EARTH DISTURBANCE:			140,000 SF
APPROX SEWAGE SYSTEM DISTURBANCE:			60,000 SF
TOTAL DISTURBANCE:			200,000 SF



SITE DATA

OWNER: WATER GAP ACQUISITION PARTNERS, LLC
 PROPERTY ADDRESS: 805 SCOTT STREET, BOX 3
 STROUSBURG, PA 18360
 APPLICANT/LESSEE: HEALTHY MINDS PARTNERS, LLC
 57 SOUTH POINT DRIVE UNIT 1003
 MIAMI FL 33139
 DEED REFERENCE: D.B.V. 2418 - PG. 6885
 PARCEL NO.: 16.91.22
 TOTAL AREA: 31.70 AC. (1,251,937 SF) 28.7 AC. NET
 PROPOSED USE: RESIDENTIAL TREATMENT FACILITY



ZONING DATA

DISTRICT: R-1, LOW DENSITY RESIDENTIAL
 ON-SITE SEWER AND WATER

PARKING: REHABILITATION FACILITY 1/325 SF X 19,000 SF = 59 PARKING SPACES
 REQUIRED. 60 SPACES PROVIDED

MINIMUMS:	EXISTING:	PROPOSED:
LOT SIZE: 50,000 SF	1,380,910 SF	1,251,937 SF NET
LOT WIDTH: 150 FT.	90' +/- - CV RD.	NO CHANGE
	2,000' +/- - TG RD	
LOT DEPTH: 200 FT.	900'	195'
FRONT YARD: 35 FT.	35'	240'
SIDE YARD: 30 FT.	30'	540'
REAR YARD: 25 FT.	25'	28.7 AC. NET
LOT AREA: 25 AC.	31.7 AC.	

MAXIMUMS:	EXISTING:	PROPOSED:
BUILDING COVERAGE: 20%	0%	9,477/1,251,937=0.76%
BUILDING HEIGHT: 35 FT.	35 FT.	LESS THAN 35'
IMPERVIOUS COVERAGE: 25%	22,000 SF	84,000/1,251,937=5.1%
AREA OF EARTH DISTURBANCE:		140,000 SF
APPROX SEWAGE SYSTEM DISTURBANCE:		60,000 SF
TOTAL DISTURBANCE:		200,000 SF

SOIL CLASSIFICATION

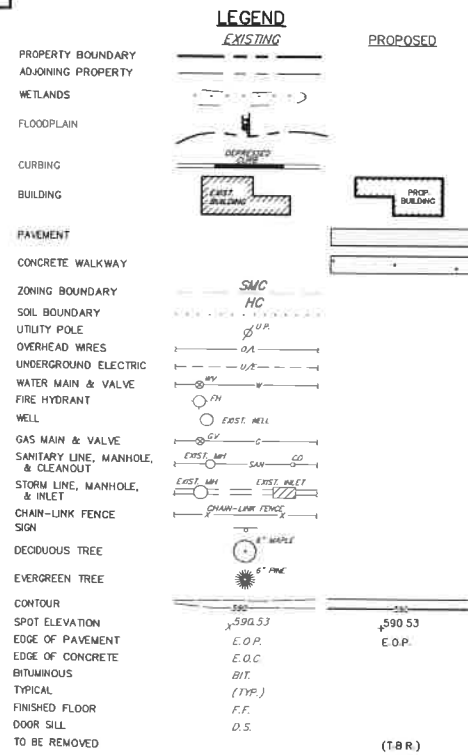
- W1 HELLY SILT LOAM, 0 TO 3 PERCENT SLOPES
- W2 WYOMING GRAVELLY SANDY LOAM, 3 TO 8 PERCENT SLOPES
- W3 WYOMING GRAVELLY SANDY LOAM, 8 TO 15 PERCENT SLOPES
- W4 WYOMING GRAVELLY SANDY LOAM, 15 TO 25 PERCENT SLOPES
- W5 WYOMING GRAVELLY SANDY LOAM, 25 TO 30 PERCENT SLOPES

NOTES:

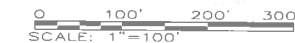
- THIS DRAWING HAS BEEN PREPARED BASED ON THE BEST AVAILABLE INFORMATION. THE SURVEYOR HAS NOT VERIFIED THE ACCURACY OF THE UNDERGROUND UTILITIES AND SHALL NOT BE RESPONSIBLE FOR ANY ERRORS OR OMISSIONS WHICH MAY BE INCORPORATED HEREIN AS A RESULT. CONTRACTORS SHALL BE RESPONSIBLE FOR VERIFYING EXISTING CONDITIONS PRIOR TO ANY FUTURE CONSTRUCTION.
- DATE OF SURVEY: JULY 2023
- THIS IS NOT A BOUNDARY SURVEY AND SHALL NOT BE CONSTRUED AS ONE. ALL BOUNDARY LINE INFORMATION IS SHOWN AS PER DEEDS OF RECORD.
- THE OWNER/DEVELOPER OF THE LOT SHALL BE RESPONSIBLE FOR ACQUIRING ANY APPLICABLE APPROVALS/PERMITS PRIOR TO PERFORMING ANY SITE DEVELOPMENT.
- HORIZONTAL DATUM: S.P.C.S: NAD83 & VERTICAL DATUM: NAVD88
- PROJECT SITE IS IN AREA OF SPECIAL FLOOD HAZARD: ACCORDING TO FEMA FIRM PANEL 42089C0431E, EFFECTIVE 05/02/2013.
- LIMIT OF DETAILED TOPO SURVEY VS DRONE SURVEY AS NOTED ON THE PLAN.

PARCEL TO	GROSS AREA	R-O-W AREA	FLOODPLAIN AREA	WETLAND AREA	DRAINAGE EASE	NET AREA
16.91.22	1,380,910 S.F.	39,085 S.F.	33,981 S.F.	12,925 S.F.	43,702 S.F.	1,251,937 S.F.

NUMBER	MINIMUM SLOPE	MAXIMUM SLOPE	COLOR	AREA S.F.
1	15%	25%		245714
2	25%	55000%		241230



NOTE:
 VERTICAL TEXT INDICATES PROPOSED FEATURES
 SLANTED TEXT INDICATES EXISTING FEATURES



REVISIONS	DATE	BY
1 AS PER REVIEW COMMENTS	09/23	JAM

BARRY ISETT & associates
 610.398.0904
 barryisett.com
 85 South Route 100
 Allentown, PA 18106

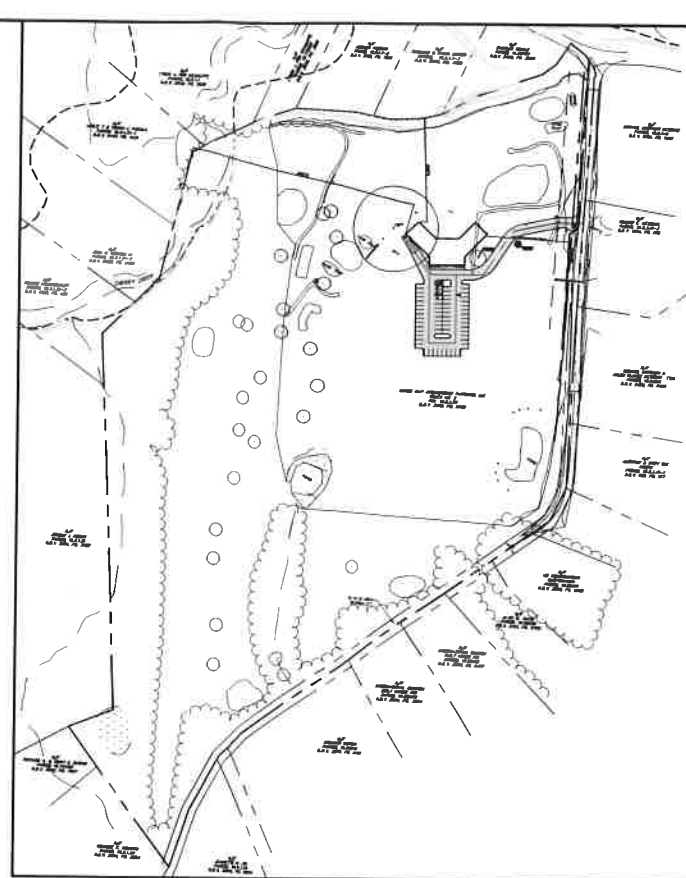
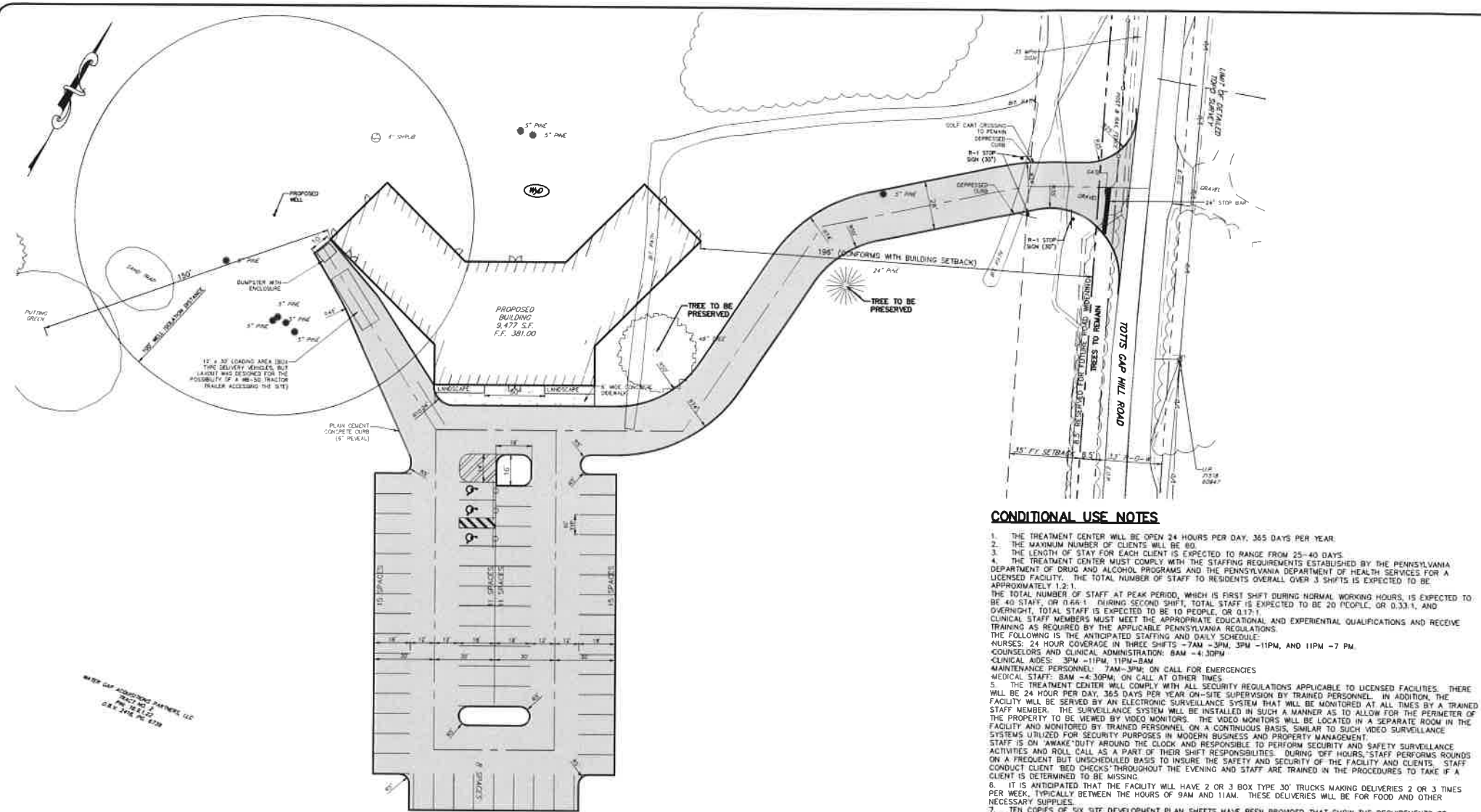
MULTIDISCIPLINARY ENGINEERS AND CONSULTANTS

EXISTING FEATURES PLAN
TREATMENT CENTER CONDITIONAL USE PLAN
HEALTHY MINDS PARTNERS, LLC
SMITHFIELD TOWNSHIP
MONROE COUNTY, PA

DATE:	8/22/2023	DSGN:	CN
SCALE:	1"=100'	CHK:	CN
DRAWN:	MB	APPRD:	CN
JOB:	1072123.000	P MGR:	CN
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SHEET 2 OF 6			

EF-1

FILENAME: C:\Users\jphumery\OneDrive\Documents\Barry Isett & Associates\1072123.000_WWTP_Treatment_Center_Conditional_Use_Plan\1072123_Existing_Features_Plan.dwg - September 27, 2023 10:23 AM



CONDITIONAL USE NOTES

1. THE TREATMENT CENTER WILL BE OPEN 24 HOURS PER DAY, 365 DAYS PER YEAR.
2. THE MAXIMUM NUMBER OF CLIENTS WILL BE 60.
3. THE LENGTH OF STAY FOR EACH CLIENT IS EXPECTED TO RANGE FROM 25-40 DAYS.
4. THE TREATMENT CENTER MUST COMPLY WITH THE STAFFING REQUIREMENTS ESTABLISHED BY THE PENNSYLVANIA DEPARTMENT OF DRUG AND ALCOHOL PROGRAMS AND THE PENNSYLVANIA DEPARTMENT OF HEALTH SERVICES FOR A LICENSED FACILITY. THE TOTAL NUMBER OF STAFF TO RESIDENTS OVERALL OVER 3 SHIFTS IS EXPECTED TO BE APPROXIMATELY 1.2:1.
5. THE TOTAL NUMBER OF STAFF AT PEAK PERIOD, WHICH IS FIRST SHIFT DURING NORMAL WORKING HOURS, IS EXPECTED TO BE 40 STAFF, OR 0.66:1 DURING SECOND SHIFT, TOTAL STAFF IS EXPECTED TO BE 20 PEOPLE, OR 0.33:1, AND OVERNIGHT, TOTAL STAFF IS EXPECTED TO BE 10 PEOPLE, OR 0.17:1.
6. CLINICAL STAFF MEMBERS MUST MEET THE APPROPRIATE EDUCATIONAL AND EXPERIENTIAL QUALIFICATIONS AND RECEIVE TRAINING AS REQUIRED BY THE APPLICABLE PENNSYLVANIA REGULATIONS.
7. THE FOLLOWING IS THE ANTICIPATED STAFFING AND DAILY SCHEDULE:
 NURSES: 24 HOUR COVERAGE IN THREE SHIFTS - 7AM - 3PM, 3PM - 11PM, AND 11PM - 7 AM.
 COUNSELORS AND CLINICAL ADMINISTRATION: 8AM - 4:30PM
 CLINICAL AIDES: 3PM - 11PM, 11PM - 8AM
 MAINTENANCE PERSONNEL: 7AM - 3PM; ON CALL FOR EMERGENCIES
 MEDICAL STAFF: 8AM - 4:30PM; ON CALL AT OTHER TIMES
8. THE TREATMENT CENTER WILL COMPLY WITH ALL SECURITY REGULATIONS APPLICABLE TO LICENSED FACILITIES. THERE WILL BE 24 HOUR PER DAY, 365 DAYS PER YEAR ON-SITE SUPERVISION BY TRAINED PERSONNEL. IN ADDITION, THE FACILITY WILL BE SERVED BY AN ELECTRONIC SURVEILLANCE SYSTEM THAT WILL BE MONITORED AT ALL TIMES BY A TRAINED STAFF MEMBER. THE SURVEILLANCE SYSTEM WILL BE INSTALLED IN SUCH A MANNER AS TO ALLOW FOR THE PERIMETER OF THE PROPERTY TO BE VIEWED BY VIDEO MONITORS. THE VIDEO MONITORS WILL BE LOCATED IN A SEPARATE ROOM IN THE FACILITY AND MONITORED BY TRAINED PERSONNEL ON A CONTINUOUS BASIS. SIMILAR TO SUCH VIDEO SURVEILLANCE SYSTEMS UTILIZED FOR SECURITY PURPOSES IN MODERN BUSINESS AND PROPERTY MANAGEMENT.
9. STAFF IS ON AWAKE DUTY AROUND THE CLOCK AND RESPONSIBLE TO PERFORM SECURITY AND SAFETY SURVEILLANCE ACTIVITIES AND ROLL CALL AS A PART OF THEIR SHIFT RESPONSIBILITIES. DURING OFF HOURS, STAFF PERFORMS ROUNDS ON A FREQUENT BUT UNSCHEDULED BASIS TO INSURE THE SAFETY AND SECURITY OF THE FACILITY AND CLIENTS. STAFF CONDUCT CLIENT BED CHECKS THROUGHOUT THE EVENING AND STAFF ARE TRAINED IN THE PROCEDURES TO TAKE IF A CLIENT IS DETERMINED TO BE MISSING.
10. IT IS ANTICIPATED THAT THE FACILITY WILL HAVE 2 OR 3 BOX TYPE 30' TRUCKS MAKING DELIVERIES 2 OR 3 TIMES PER WEEK, TYPICALLY BETWEEN THE HOURS OF 9AM AND 11AM. THESE DELIVERIES WILL BE FOR FOOD AND OTHER NECESSARY SUPPLIES.
11. TEN COPIES OF SIX SITE DEVELOPMENT PLAN SHEETS HAVE BEEN PROVIDED THAT SHOW THE REQUIREMENTS OF CHAPTER 27 SECTION 705 ORDINANCE REQUIREMENTS. THE PURPOSE OF THE SITE PLAN IS TO EVALUATE THE ABILITY OF THE PROJECT TO MEET THE CONDITIONAL USE CRITERIA CONTAINED HEREIN AND NOT NECESSARILY TO GIVE FINAL APPROVAL WHEN FURTHER SUBMISSIONS UNDER THE TOWNSHIP'S SUBDIVISION AND LAND DEVELOPMENT ORDINANCE [CHAPTER 22] OR OTHER TOWNSHIP ORDINANCES ARE REQUIRED.
12. DRAINAGE RUNOFF FROM THE SITE DRAINS OVERLAND TO THE NORTHEAST AND EVENTUALLY DRAINS INTO CHERRY CREEK (DEFINED SPECIFICALLY IN THE PA CHAPTER 93 CODE AS CHERRY CREEK - BASIN, LR 45010 BRIDGE TO MOUTH - CWF, WF). THE OVERALL STORMWATER MANAGEMENT CONCEPT FOR THE PROJECT WILL BE DESIGNED IN ACCORDANCE WITH CHAPTER 26 PART 2 SUBSECTION 222 OF THE SMITHFIELD TOWNSHIP CODE AND NPDES STORM WATER PERMITTING FOR PROJECTS WITH EARTH DISTURBANCE GREATER THAN ONE ACRE. GROUNDWATER RECHARGE REQUIREMENTS ARE MET BY PROVIDING THE REQUIRED CAPACITY WITHIN THE SUBSURFACE INFILTRATION SYSTEM. THE BASIN AS APPROXIMATELY (CAN BE ENLARGED OR REDUCED) SHOWN SHOULD REASONABLY CONTROL TOWNSHIP ORDINANCE AND NPDES REQUIREMENTS WHEN FINAL DESIGN IS COMPLETED AND LAND DEVELOPMENT REQUIREMENTS APPLY.
13. THERE ARE NO SIGNS PROPOSED AT THIS TIME. IT IS UNDERSTOOD THAT ANY FUTURE SIGNS WOULD BE SUBJECT TO ALL ORDINANCE REQUIREMENTS OF THE TOWNSHIP.
14. A REPORT TITLED SOIL FEASIBILITY EVALUATION FOR HEALTHY MINDS TREATMENT CENTER HAS BEEN PREPARED AND PROVIDES SOIL TEST REPORTS, REGULATORY GUIDANCE AND MAP LOCATIONS WITH A CONCLUSION THAT THE PROJECT HAS AREAS DEEMED GENERALLY SUITABLE FOR THE TREATMENT CENTER ANTICIPATED FLOWS OF 8,100 GPD FOR SEWAGE TREATMENT AND THE THREE TEST PIT AREAS IN THE STORM BASIN FOR STORMWATER INFILTRATION.
15. WATER SUPPLY WILL BE PROVIDED BY AN ON-SITE WELL AND WILL REQUIRE PERMITTING THROUGH THE PA DEP. A QUICK REVIEW OF THE GEOLOGY SHOWS TWO ROCK TYPES ON SITE. THESE ARE THE BLOOMSBURG AND THE DECKER FORMATION THROUGH THE POKONING ISLAND FORMATION. UNDIVIDED. THESE ARE TWO OF THE MORE PROLIFIC WATER PRODUCING FORMATIONS IN MONROE COUNTY WHICH INDICATES A LIKELIHOOD FOR SUCCESS AND FEASIBILITY OF THE WATER SYSTEM.
16. SMITHFIELD TOWNSHIP ORDINANCE SECTION 27-404A HAS A TRAFFIC IMPACT STUDY REQUIREMENT FOR GENERATION OF OVER 500 TRIP-ENDS. THE MAXIMUM ANTICIPATED DAILY VEHICULAR TRIPS OF 264 DOES NOT REACH THAT THRESHOLD.

SITE DATA

OWNER: WATER GAP ACQUISITIONS PARTNERS, LLC
 PROPERTY ADDRESS: 803 SCOTT STREET, BOX 3
 STROUDSBURG, PA 18360
 APPLICANT/LESSEE: HEALTHY MINDS PARTNERS, LLC
 57 SOUTH POINT DRIVE UNIT 1003
 MIAMI FL 33139

DEED REFERENCE: D.B.V. 2418 - PG. 6885
 PARCEL NO.: 16.9.1.22
 TOTAL AREA: 31.70 AC (1,380,910 SF)

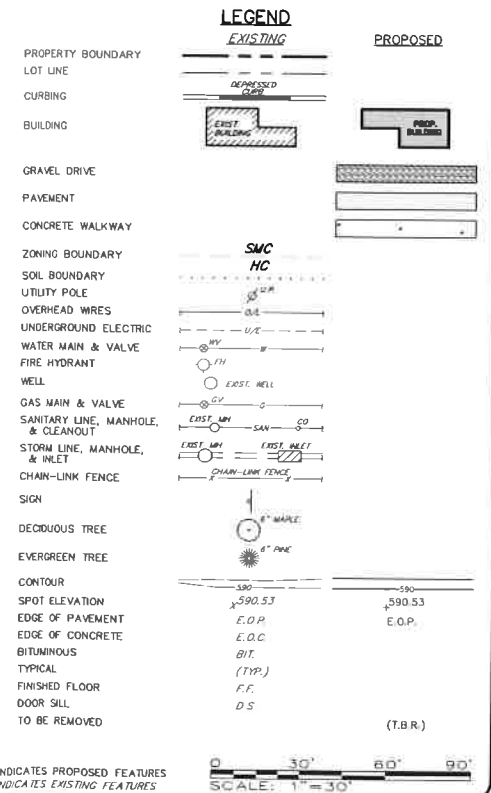
PROPOSED USE: RESIDENTIAL TREATMENT FACILITY

ZONING DATA

DISTRICT: R-1; LOW DENSITY RESIDENTIAL
 ON-SITE SEWER AND WATER
 PARKING: REHABILITATION FACILITY 1/325 SF X 19,000 SF = 59 PARKING SPACES
 REQUIRED: 60 SPACES PROVIDED

MINIMUMS:	EXISTING	PROPOSED
LOT SIZE:	50,000 SF	1,380,910 SF
LOT WIDTH:	150 FT.	90'-0" +/- CV RD, 2,000'+/- TG RD
LOT DEPTH:	200 FT.	90'
FRONT YARD:	35 FT.	35'
SIDE YARD:	30 FT.	30'
REAR YARD:	25 FT.	25'
LOT AREA:	25 AC.	31.7 AC.

MAXIMUMS:	EXISTING	PROPOSED
BUILDING COVERAGE:	20%	0%
BUILDING HEIGHT:	35 FT.	35'
IMPERVIOUS COVER:	25%	22,000 SF
AREA OF EARTH DISTURBANCE:		140,000 SF
APPROX SEWAGE SYSTEM DISTURBANCE:		60,000 SF
TOTAL DISTURBANCE:		200,000 SF



NOTE: VERTICAL TEXT INDICATES PROPOSED FEATURES
 SLANTED TEXT INDICATES EXISTING FEATURES

REVISIONS	DATE	BY
1 AS PER REVIEW COMMENTS	9/20/23	JAM

610.398.0904
 barryisett.com
 85 South Route 100
 Allentown, PA 18106

BARRY ISETT & associates
 LANDSCAPE ARCHITECTS AND CONSULTANTS

CONDITIONAL USE SITE PLAN
TREATMENT CENTER CONDITIONAL USE PLAN
HEALTHY MINDS PARTNERS, LLC
SMITHFIELD TOWNSHIP
MONROE COUNTY, PA

DATE:	8/22/2023	DSGN:	CN
SCALE:	1"=30'	CHK:	CN
DRAWN:	MB	APPRD:	CN
JOB:	1072123.000	P MGR:	CN

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FILE NAME: C:\Users\jbarry\OneDrive\Documents\Barry_Isett\811\Treat_Cond_Use_Site_Plan\1072123_000_300_Treatment_Cond_Use_Site_Plan\1072123_000_300_Treat_Cond_Use_Site_Plan.dwg - September 27, 2023 10:23 AM

DATE	BY
9/29/23	JM
REVISIONS	
1-AS PER REVIEW COMMENTS	

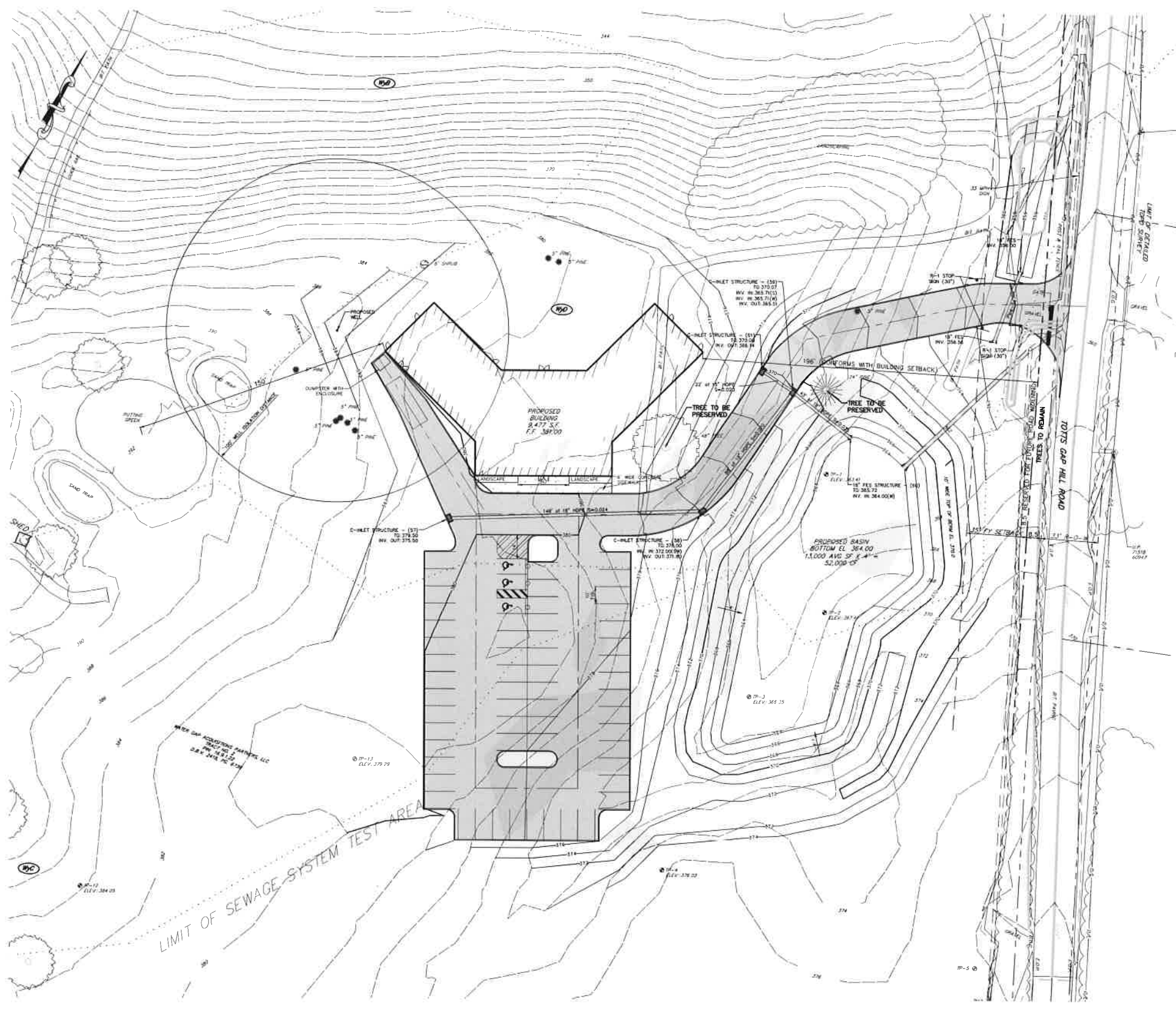
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 barryset.com
 85 South Route 100
 Allentown, PA 18106

BARRY ISETT & ASSOCIATES
 MULTI-DISCIPLINE ENGINEERS AND CONSULTANTS

CONDITIONAL USE GRADING PLAN
TREATMENT CENTER CONDITIONAL USE PLAN
HEALTHY MINDS PARTNERS, LLC
SMITHFIELD TOWNSHIP
MONROE COUNTY, PA

DATE	DSGN:
9/29/2023	CN
SCALE:	CHK:
1"=30'	CN
DRAWN:	APPR:
MB	CN
JOB	P MGR:
1072123.000	CN
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CD-2

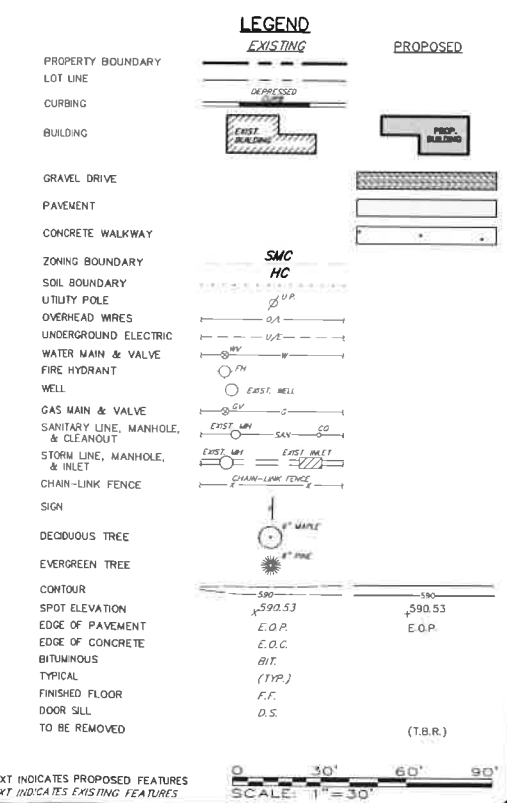


- GRADING NOTES:**
- ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE REQUIREMENTS OF PENNSYLVANIA PUB. WORKS ACT.
 - STORM SEWER PIPES SHALL ENTER THE SIDES OF THE INLET BOXES AND SHALL NOT ENDOACH INTO BOX CORNERS UNLESS EXPANDED INLET BOXES SHALL BE USED WHERE NECESSARY.
 - THE MINIMUM SLOPE IN GRADES SHALL NOT BE LESS THAN 2% AND MINIMUM IN PAVED AREAS SHOULD NOT BE LESS THAN 1%.
 - PAVEMENT SHALL BE SAW CUT IN STRAIGHT LINES TO THE FULL DEPTH OF THE EXISTING PAVEMENT. ALL DEBRIS FROM REMOVAL OPERATIONS SHALL BE REMOVED FROM THE SITE AT THE TIME OF EXCAVATION. STOCKPILES OF DEBRIS WILL NOT BE PERMITTED.
 - IN CASE OF DISCREPANCIES BETWEEN PLANS, THE SITE/RECORD PLAN WILL SUPERSEDE. IN ALL CASES, THE ENGINEER OF RECORD MUST BE IMMEDIATELY NOTIFIED IN WRITING ANY CONFLICTS.
 - THE CONTRACTOR SHALL BE REQUIRED TO SECURE ALL NECESSARY PERMITS (INCLUDING PAVER, ETC.) FOR ALL OFFSITE HAUL AND/OR BORROW SITES.
 - CONTRACTOR SHALL SUPPLY A COPY OF APPROVALS TO ENGINEER AND OWNER PRIOR TO INITIATING WORK.
 - EXISTING INLETS AND STORM SEWER SHOW FLEES WITH DEBRIS SHALL BE CLEANED AND FLUSHED. NEW INLETS AND PREPS SHALL BE CHECKED FOR SFT/DESIGNS AFTER CONSTRUCTION AND FLUSHED CLEAN IF NECESSARY.
 - ALL STORMWATER DRAINAGE FACILITIES AND CONSTRUCTION PROCEDURES SHALL CONFORM TO THE PENNSYLVANIA STANDARDS AND MANUFACTURER SPECIFICATIONS WHEN APPLICABLE.
 - DEPTH OF EXISTING UTILITIES IN PORTIONS OF THE SITE ARE UNKNOWN, WHERE EXISTING UTILITIES ARE TO REMAIN AND ARE FOUND TO HAVE INADEQUATE COVER AFTER FINAL PROPOSED GRADES HAVE BEEN ESTABLISHED, THE DESIGN ENGINEER SHALL BE CONTACTED IMMEDIATELY AND PRIOR TO FURTHER CONSTRUCTION ACTIVITIES IN THE AREA OF SAID CONFLICT.
 - ALL DESIGNERS AND CONTRACTORS UTILIZING THIS PLAN AND THE INFORMATION CONTAINED THEREIN ARE CAUTIONED TO COMPLY WITH THE REQUIREMENTS OF PENNSYLVANIA ACT 381 LOCATIONS OF EXISTING AND PROPOSED UNDERGROUND UTILITIES AND FACILITIES SHOWN ON THE DRAWINGS HAVE BEEN DEVELOPED FROM INFORMATION MADE AVAILABLE, COMPLETENESS AND ACCURACY OF LOCATION AND DEPTH OF UTILITIES AND FACILITIES CANNOT BE GUARANTEED. THE CONTRACTOR IS TO VERIFY THE DEPTH AND LOCATION OF ALL UTILITIES AND FACILITIES BEFORE THE START OF WORK. UTILITY BARRIERS EXCAVATION AS INDICATED WORK IS ALSO TO BE DONE IN ACCORDANCE WITH THE UTILITY COMPANIES' WORK PRACTICES AND IN THE PROXIMITY OF THE WORK. OTHER UTILITIES MAY BE REQUIREMENTS OF THE PENNSYLVANIA ACT 381 (1993). THE CONTRACTOR SHALL CONTACT THE PENNSYLVANIA ONE CALL SYSTEM AT 1-800-242-7171, AT LEAST 3 DAYS PRIOR TO EXCAVATION.
 - CONTRACTORS SHALL HAVE REQUIRED SUBMITTALS APPROVED PRIOR TO BEGINNING WORK OR GRADING MATERIAL.
 - CONTRACTORS SHALL VERIFY ALL DIMENSIONS, INVERTS, ELEVATIONS AND EXISTING CONDITIONS PRIOR TO PROCEEDING WITH THE WORK. VARIATIONS BETWEEN DRAWINGS AND ACTUAL FIELD CONDITIONS SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER AND RESOLVED PRIOR TO PROCEEDING WITH THE WORK.
 - CONTRACTOR SHALL BE RESPONSIBLE FOR SAFETY, PROCEDURES, MEANS AND METHODS, SEQUENCING AND COORDINATION.
 - ALL WORK SHALL BE PERFORMED BY QUALIFIED, EXPERIENCED PERSONNEL.
 - CONTRACTOR SHALL NOTIFY THE OWNER OF PREEXISTING CONDITIONS OF DETERIORATION IN AREAS OF WORK THAT ARE UNCOVERED OR EXPOSED DURING THE WORK.
 - FIELD CHANGES REQUIRE PRIOR ENGINEERING REVIEW AND WRITTEN CONFORMANCE.
 - CONTRACTOR SHALL PROVIDE LAYOUT, LINE AND GRADE UNLESS OTHERWISE NOTED.
 - CONTRACTOR SHALL PROVIDE TEMPORARY SEPARATION OF EXCAVATIONS THROUGHOUT THE DURATION OF CONTRACT AT NO ADDITIONAL COST.
 - REMOVE AREAS OF FINISHED SURFACE FOUND TO HAVE INSUFFICIENT COMPACTION DENSITY TO DEPTH NECESSARY AND REPLACE IN A MANNER THAT WILL COMPLY WITH COMPACTION REQUIREMENTS BY USE OF MATERIAL EQUAL TO BETTER THAN BEST SUBGRADE MATERIAL ON SITE. SURFACE OF SURFACE AFTER COMPACTION SHALL BE HANG UNIFORM, SMOOTH, STABLE AND TRUE TO GRADE AND CROSS SECTION.
 - CONTRACTOR TO PROTECT SURFACE FROM EXCESSIVE WHEEL LOADING DURING CONSTRUCTION, INCLUDING DUMP TRUCKS AND CONCRETE TRUCKS.
 - EMBARMENT PLACEMENT: ALL DETENTION/RETENTION BASIN EMBARMENTS SHALL BE PLACED IN A MAXIMUM OF 10" HIGH LIPS COMPACTED TO A MINIMUM OF 90% OF MODIFIED PROCTOR DENSITY, AS ESTABLISHED BY ASTM D-1557 PRIOR TO PROCEEDING TO THE NEXT LIFT. THE COMPACTION SHALL BE CHECKED BY THE TOWNSHIP ENGINEER OR A CERTIFIED SOILS ENGINEER. COMPACTION TESTS SHALL BE RUN ON THE LEADING AND TRAILING EDGE OF THE BERM ALONG THE TOP OF THE BERM.
 - POUND LENGTH: THE LENGTH OF THE POND BETWEEN THE INFLOW AND OUTFLOW POINTS SHALL BE MAINTAINED TO PREVENT SHORT CIRCUITING OF THE RUNOFF FLOWING THROUGH THE POND.
 - CUTOFF TRENCH: A CUTOFF TRENCH (MINIMUM OF 18" DEPTH) SHALL BE PROVIDED UNDER ALL EMBARMENTS THAT REQUIRE FILL MATERIAL. THE CUTOFF TRENCH SHALL BE A MINIMUM OF 18" DEPTH, TWO (2)-FEET WIDE, TWO (2)-FEET DEEP AND HAVE SOE SLOPES OF ONE-TO-ONE.
 - REFER TO THE SITE LAYOUT/RECORD PLAN FOR ADDITIONAL NOTES.
 - GRADING EQUIPMENT SHALL NOT BE ALLOWED TO CROSS STREAMS, WETLANDS OR OTHER WATERS OF THE COMMONWEALTH EXCEPT BY A PA PERMIT.

- PLACEMENT OF FILL NOTES:**
- ENCLOSING TO THE SURFACE ELEVATION SHALL BE DONE IN LAYERS OF SIX (6) TO EIGHT (8) INCHES AND EACH LAYER SHALL BE THOROUGHLY TAMPOD BY AN APPROVED MECHANICAL TAMPER TO A MINIMUM DENSITY OF 95% AT OPTIMUM MOISTURE AS DETERMINED BY ASTM D-698 OR AADT0 1-19 WITH SUITABLE BAGGILL MATERIAL. BACKFILLING OR TAMPODING WITH TRENCHING MACHINES IS PROHIBITED.
 - THE FILL MATERIAL SHALL CONTAIN THE PROPER PERCENTAGE OF MOISTURE TO OBTAIN THE REQUIRED COMPACTION. MIXING OR DRIVING OF THE MATERIAL ANY OTHER MANNER SHALL BE REQUIRED TO SECURE MOISTURE CONTENT THROUGHOUT THE LAYER. IF THE MATERIAL IS TOO WET TO PERMIT PROPER COMPACTION, ALL WORK IN PORTIONS THAT AFFECTED SHALL BE RELATED UNTIL THE MATERIAL HAS EITHER DRIED TO THE MOISTURE CONTENT OR HAS BEEN REMOVED. A LAYER OF FILL SHALL NOT BE ADDED UNTIL THE PREVIOUS LAYER HAS ATTAINED THE REQUIRED PERCENT COMPACTION.
 - SUITABLE BAGGILL MATERIAL IS MATERIAL CONTAINING NO DEBRIS, ORGANIC MATERIAL, FROZEN MATERIAL, OR LARGE ROCKS OR STONES WITH A DIAMETER OF GREATER THAN ONE-HALF THE THICKNESS OF THE COMPACTED LAYERS BEING USED. IN ADDITION, BAGGILL MATERIAL SHALL NOT CONTAIN VEGETATION, MASSES OF ROOTS, INDIVIDUAL ROOTS, BRANCHES, ASHES, REFUSE, BRICKS AND ANY OTHER MATERIAL WHICH IN THE OPINION OF THE ENGINEER IS UNSUITABLE.

Volume to BMPs

UG Detention System (BMP 1)	Soil Type	Area (sq ft)	Area (ac)	Runoff Coefficient	Runoff (in)	Runoff (ft)	Runoff (ft)	Runoff (ft)	Runoff (ft)	Runoff (ft)	Runoff (ft)	Runoff (ft)
Impervious		11,817	0.27	0.95	0.06	0.06	0.06	0.06	0.06	0.06	0.06	0.06
Permeable		11,707	0.27	0.24	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25
TOTAL		23,524	0.54									



PROPERTY SLOPE DATA

NUMBER	MINIMUM SLOPE	MAXIMUM SLOPE	COLOR	AREA S.F.
1	15%	25%		245714
2	25%	55000%		241230

DISTURBED SLOPE DATA

NUMBER	MINIMUM SLOPE	MAXIMUM SLOPE	COLOR	AREA S.F.
1	15%	25%		15756
2	25%	55000%		243

DISTURBED SLOPE PERCENTAGES
 15% - 25% = 6.41% (MAX. 60%)
 > 25% = 0.10% (MAX. 10%)



Know what's below. Call before you dig.

NOTE: VERTICAL TEXT INDICATES PROPOSED FEATURES
 SLANTED TEXT INDICATES EXISTING FEATURES





Know what's below.
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KEY MAP
SCALE: 1"=200'

SYMBOL	QUANTITY	SCIENTIFIC NAME	COMMON NAME	B&B/CONTAINER	Size/Height	Notes
Ar	2	Acer rubrum	Red Maple	B&B	1-1.5" Cal.	Single leader
Qa	1	Quercus alba	White Oak	B&B	1-1.5" Cal.	Single leader

SYMBOL	QUANTITY	SCIENTIFIC NAME	COMMON NAME	B&B/CONTAINER	Size/Height	Notes
As	11	Acer saccharum	Sugar Maple	B&B	1-1.5" Cal.	Single leader
Ob	5	Quercus bicolor	Swamp White Oak	B&B	1-1.5" Cal.	Single leader
Ar	12	Acer rubrum	Red Maple	B&B	1-1.5" Cal.	Single leader
Qa	11	Quercus alba	White Oak	B&B	1-1.5" Cal.	Single leader

SYMBOL	QUANTITY	SCIENTIFIC NAME	COMMON NAME	B&B/CONTAINER	Size/Height	Notes
Ca	16	Clethra alnifolia	Summersweet		4' HT	
Jv	7	Juniperus virginiana	Eastern Red Cedar	B&B	6-7' HT	

SYMBOL	QUANTITY	SCIENTIFIC NAME	COMMON NAME	B&B/CONTAINER	Size/Height	Notes
Ac	2	Amelanchier canadensis	Shadbush Serviceberry	B&B	6' HT	
Jv	6	Juniperus virginiana	Eastern Red Cedar	B&B	6-7' HT	

SYMBOL	QUANTITY	SCIENTIFIC NAME	COMMON NAME	B&B/CONTAINER	Size/Height	Notes
As	5	Acer saccharum	Sugar Maple	B&B	1-1.5" Cal.	Single leader
Ob	5	Quercus bicolor	Swamp White Oak	B&B	1-1.5" Cal.	Single leader
Ar	5	Acer rubrum	Red Maple	B&B	1-1.5" Cal.	Single leader
Qa	9	Quercus alba	White Oak	B&B	1-1.5" Cal.	Single leader

SYMBOL	QUANTITY	SCIENTIFIC NAME	COMMON NAME	B&B/CONTAINER	Size/Height	Notes
Hq	28	Hydrangea quercifolia	Oak Leaf Hydrangea		4' HT	
Ca	45	Clethra alnifolia	Summersweet		4' HT	

NOTES:

- LANDSCAPE REQUIREMENTS:**
- STREET TREES:**
 1 TREE/50 LF LENGTH OF FRONTAGE 470 LF.
 THE APPLICANT REQUESTS THAT THE PRESERVED TREES ALONG 354' OF FRONTAGE BE COUNTED TOWARDS THE REQUIREMENTS.
 3 TREES REQUIRED AND 3 TREES PROVIDED.
- STREET BUFFER STRIP:**
 25' BUFFER STRIP REQUIRED AND PROVIDED ALONG 470' OF FRONTAGE.
 THE APPLICANT REQUESTS THAT THE PRESERVED TREES ALONG 354' OF FRONTAGE BE COUNTED TOWARDS THE REQUIREMENTS.
 REQUIRED PLANT QUANTITIES:
 1 EVERGREEN PER 20 LF = 1/2 = 6 TREES REQUIRED AND PROVIDED
 1 SHADE TREE/60 LF = 1/2 = 2 TREES REQUIRED AND PROVIDED
 1 ORNAMENTAL TREE/60 LF = 1/2 = 2 TREES REQUIRED AND PROVIDED
 5 SHRUBS/4 LF = 1/4 = 29 TREES REQUIRED AND PROVIDED
- PARKING LOT:**
 1 TREE/50 LF OF PERIMETER, PERIMETER = 500 LF
 10 TREES REQUIRED AND PROVIDED
- 1 TREE PER 20' OF ISLAND LENGTH = 7 TREES REQUIRED AND PROVIDED
 5 SHRUBS PER 40' OF LENGTH = 3'5 = 16 SHRUBS REQUIRED AND PROVIDED.
- STORMWATER PLANTINGS:**
 1 TREE AND 3 SHRUBS PER 30 LF OF PERIMETER
 24 TREES REQUIRED AND PROVIDED
 24*3 = 72 SHRUBS REQUIRED AND 73 SHRUBS PROVIDED

LEGEND

PROPERTY BOUNDARY
 LOT LINE
 CURBING
 BUILDING
 GRAVEL DRIVE
 PAVEMENT
 CONCRETE WALKWAY
 ZONING BOUNDARY
 SOIL BOUNDARY
 UTILITY POLE
 OVERHEAD WIRES
 UNDERGROUND ELECTRIC
 WATER MAIN & VALVE
 FIRE HYDRANT
 WELL
 GAS MAIN & VALVE
 SANITARY LINE, MANHOLE, & CLEANOUT
 STORM LINE, MANHOLE, & INLET
 CHAIN-LINK FENCE
 SIGN
 DECIDUOUS TREE
 EVERGREEN TREE
 CONTOUR
 SPOT ELEVATION
 EDGE OF PAVEMENT
 EDGE OF CONCRETE
 BITUMINOUS
 TYPICAL
 FINISHED FLOOR
 DOOR SILL
 TO BE REMOVED

EXISTING
 PROPOSED

SMC
 HC

EXIST WELLS
 EXIST. MAN
 EXIST. WELLS
 CHAIN-LINK FENCE

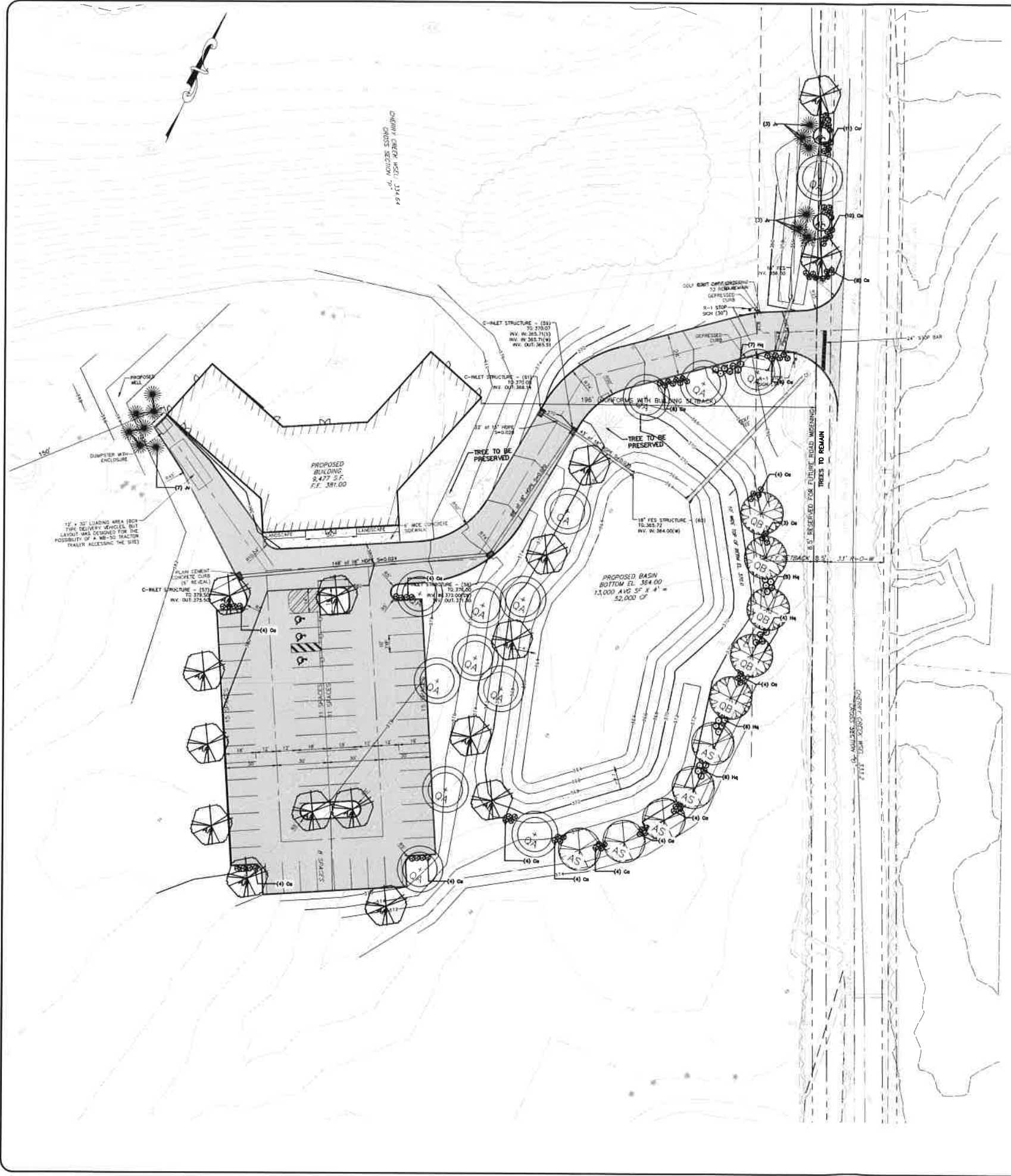
6" WALK
 6" PINE

590.53
 E.O.P.
 E.O.C.
 BIT.
 (TYP)
 F.F.
 D.S.

590.53
 E.O.P.

SCALE: 1"=30'

(T.B.R.)



REVISIONS	DATE	BY

BARRY ISETT & ASSOCIATES
 MULTI-DISCIPLINE ENGINEERS AND CONSULTANTS

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 barryisett.com
 85 South Route 100
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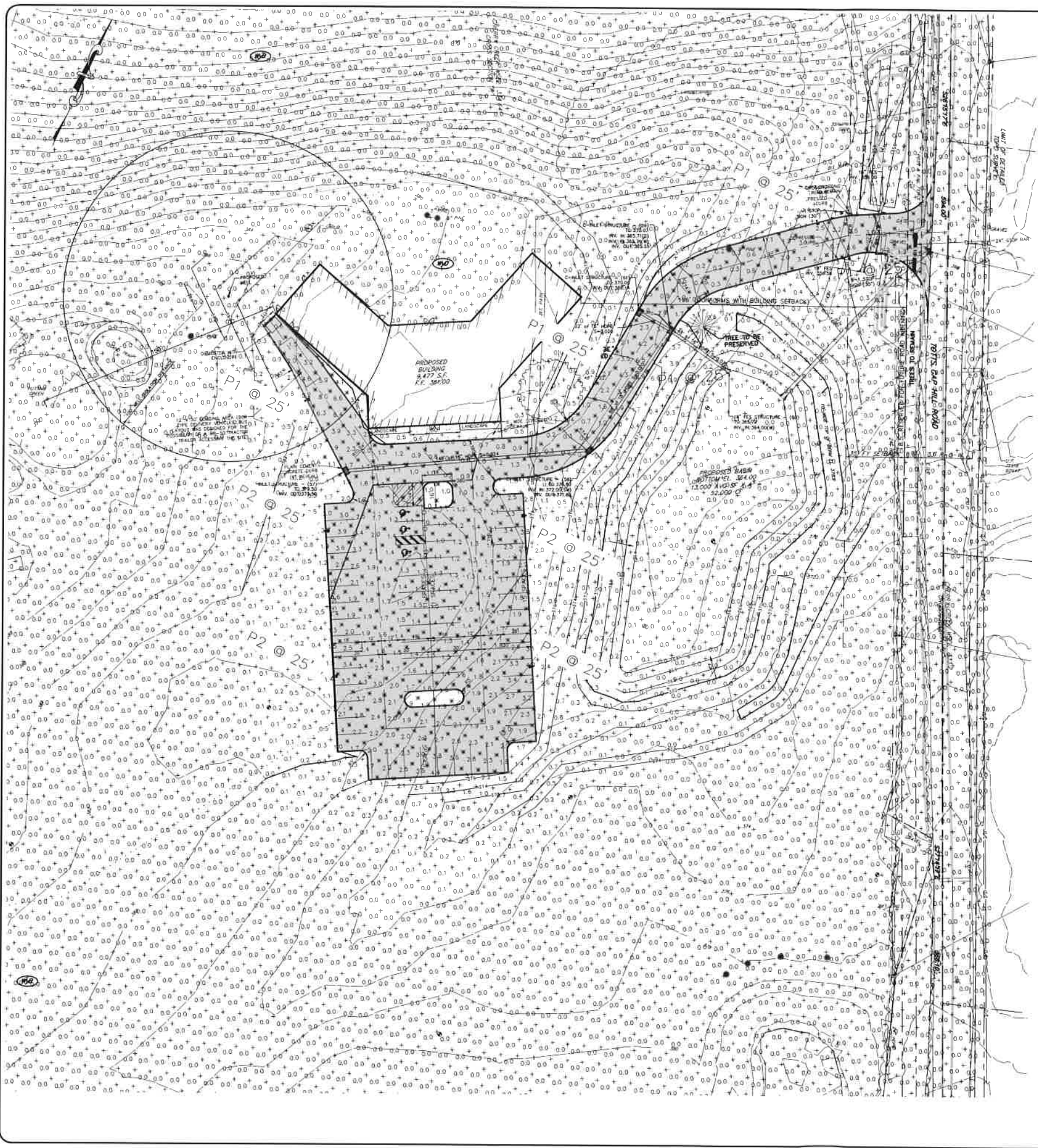
LANDSCAPE PLAN
TREATMENT CENTER CONDITIONAL USE PLAN
HEALTHY MINDS PARTNERS, LLC
SMITHFIELD TOWNSHIP
MONROE COUNTY, PA

DATE	8/22/2023	DSGN	CN
SCALE		CHK	CN
DRAWN	MB	APPRD	CN
JOB	1072123.000	P MGR	CN
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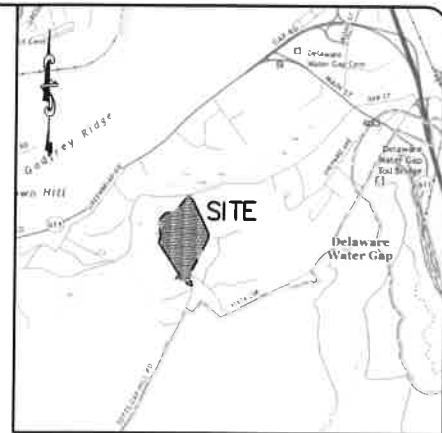
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NOTE:
VERTICAL TEXT INDICATES PROPOSED FEATURES
SLANTED TEXT INDICATES EXISTING FEATURES

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Know what's below.
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KEY MAP
SCALE: 1"=2000'

Statistics						
Description	Symbol	Avg	Max	Min	Max/Min	Avg/Min
Site Lighting	+	0.1 fc	8.0 fc	0.0 fc	N/A	N/A
Parking Area	X	2.0 fc	4.4 fc	1.0 fc	4.4:1	2.0:1
Roadway Lighting	X	2.2 fc	8.0 fc	0.2 fc	40:1	11:0.1

Schedule							
Symbol	Label	Quantity	Manufacturer	Description	Number Lamps	Lumens Per Lamp	Light Loss Factor
□	P1	3	Lithonia Lighting	RSX Area Fixture Size 1 P3 Luminaire Package 3000K CCT Type R2 Distribution	1	12900	0.95
□	P2	4	Lithonia Lighting	RSX Area Fixture Size 1 P3 Luminaire Package 3000K CCT Type R4 Distribution	1	12900	0.95

Note
 1. Calculations taken @ ground level.
 2. Surface reflectances set to 50%.
 3. Calculations are estimations based on information provided. Actual conditions may vary.

LEGEND

EXISTING

PROPOSED

- PROPERTY BOUNDARY
- LOT LINE
- CURBING
- BUILDING
- GRAVEL DRIVE
- PAVEMENT
- CONCRETE WALKWAY
- ZONING BOUNDARY
- SOIL BOUNDARY
- UTILITY POLE
- OVERHEAD WIRES
- UNDERGROUND ELECTRIC
- WATER MAIN & VALVE
- FIRE HYDRANT
- WELL
- GAS MAIN & VALVE
- SANITARY LINE, MANHOLE, & CLEANOUT
- STORM LINE, MANHOLE, & INLET
- CHAIN-LINK FENCE
- SIGN
- DECIDUOUS TREE
- EVERGREEN TREE
- CONTOUR
- SPOT ELEVATION
- EDGE OF PAVEMENT
- EDGE OF CONCRETE
- BITUMINOUS
- TYPICAL
- FINISHED FLOOR
- DOOR SILL
- TO BE REMOVED

SMC
HC
UP
DA
UP
UP
PH
CY
FIRST MAN
FIRST MAN
CHAIN-LINK FENCE
6" MAPLE
6" PINE

590.53
E.O.P.
E.O.C.
BIT.
(TYP.)
F.F.
D.S.

590.53
E.O.P.

0 40' 80' 120'

SCALE: 1"=40'

(T.B.R.)

NOTE:
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 ENGINEERS AND ARCHITECTS

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 baryisett.com
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 Allentown, PA 18106

LIGHTING PLAN

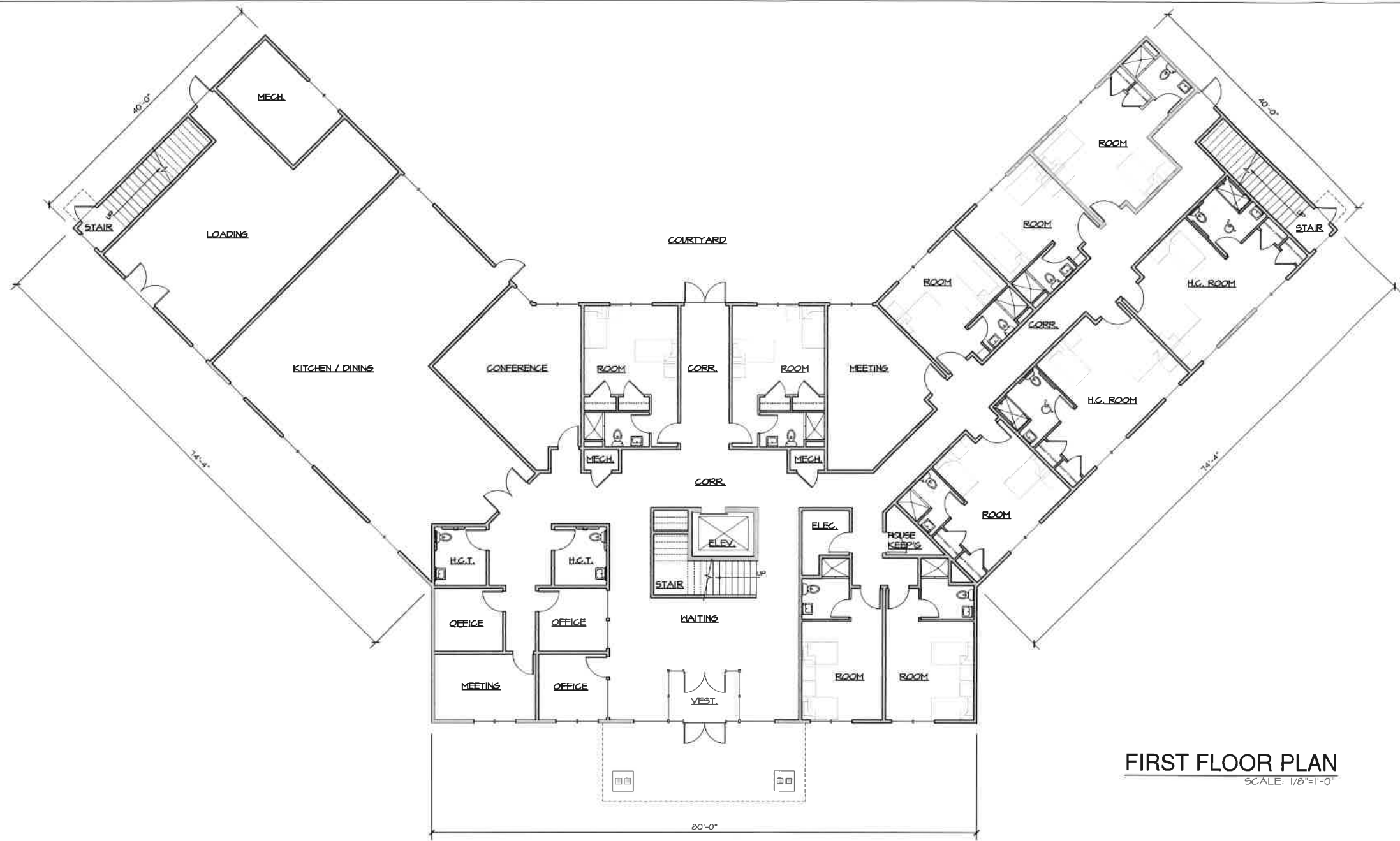
TREATMENT CENTER CONDITIONAL USE PLAN
 HEALTHY MINDS PARTNERS, LLC
 SMITHFIELD TOWNSHIP
 MONROE COUNTY, PA

DATE	8/22/2023	DSGN	CN
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**A-10 Dansbury Design & Drafting
Floor Plans and Elevation**



FIRST FLOOR PLAN
SCALE: 1/8"=1'-0"



FRONT ELEVATION
SCALE: 1/8"=1'-0"

REVISIONS

NO.	DATE	ITEM

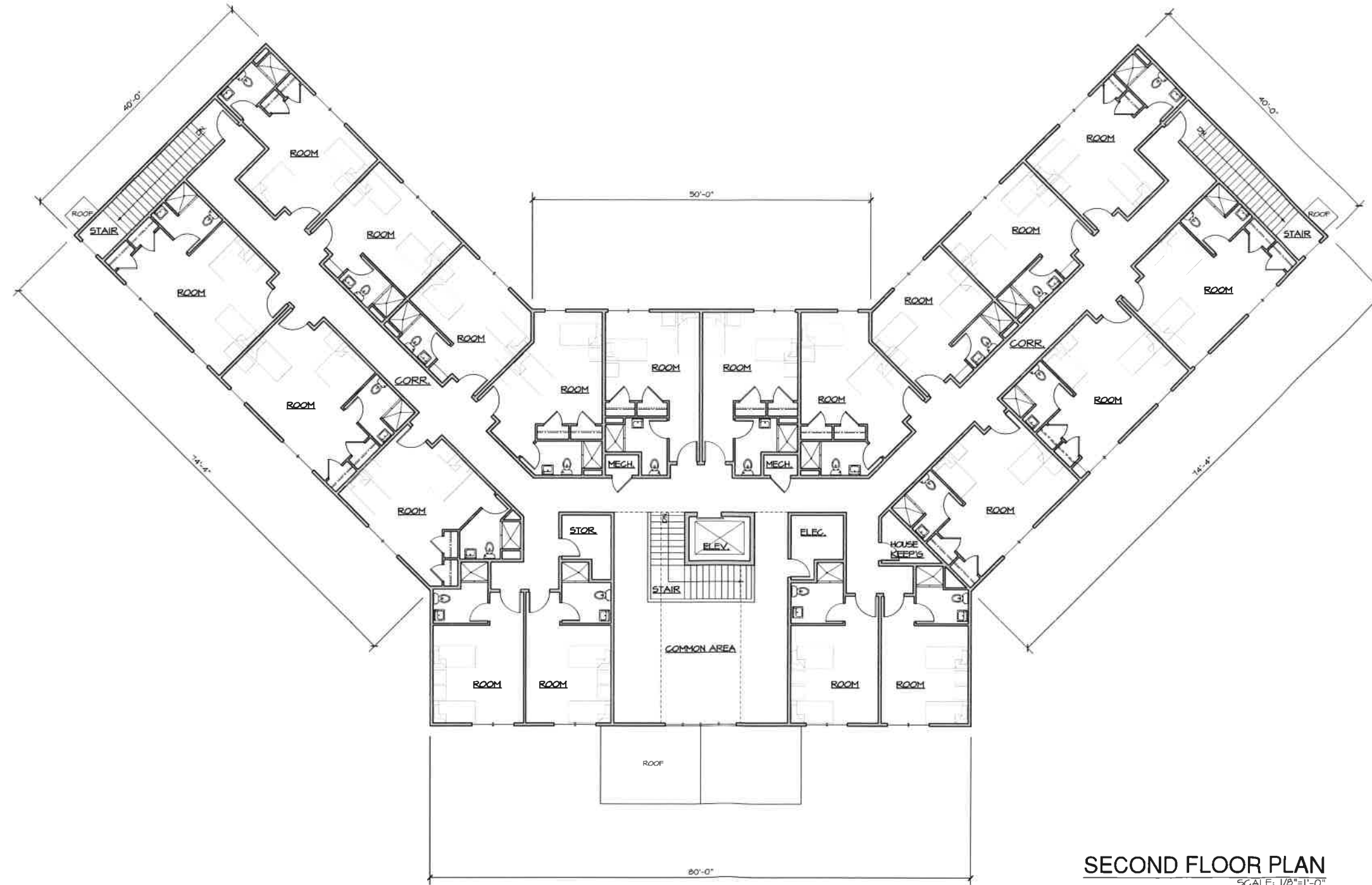
DANSBURY
DESIGN & DRAFTING
A Nauman Company
20 LINDEN AVENUE
PHILADELPHIA, PA 19103
PHONE: 215-376-8880
FAX: 215-376-7827

HEALTHY MINDS TREATMENT CENTER
HEALTHY MINDS PARTNERS LLC.
SMITHFIELD TOWNSHIP MONROE COUNTY, PA

DRAWN BY:	DM/JL
DATE:	1/12/23
SCALE:	AS NOTED
JOB #:	23-01-03

PLAN &
ELEVATION

SD-1



SECOND FLOOR PLAN
SCALE: 1/8"=1'-0"

REVISIONS

NO.	DATE	ITEM

DANSBURY
DESIGN & DRAFTING
A Nauman Company

20 LEROX AVENUE
EAST GREENWICH, NJ 08031
PHONE: 201-578-8888
FAX: 201-476-7807

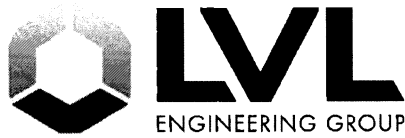
HEALTHY MINDS TREATMENT CENTER
HEALTHY MINDS PARTNERS LLC.
SMITHFIELD TOWNSHIP MONROE COUNTY, PA

DRAWN BY:	DMVJL
DATE:	1/12/23
SCALE:	AS NOTED
JOB #:	23-07-03

PLAN

SD-2

A-11 LVL Application Review No. 2-
October 10, 2023



Corporate Office:

559 Main Street, Suite 230
Bethlehem PA 18018

Regional Offices:

1456 Ferry Road, Building 500
Doylestown, PA 18901

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

October 10, 2023

Smithfield Township Planning Commission
1155 Red Fox Road
East Stroudsburg, PA 18301

**SUBJECT: HEALTHY MINDS TREATMENT CENTER
CONDITIONAL USE APPLICATION REVIEW NO. 2
SMITHFIELD TOWNSHIP, MONROE COUNTY, PENNSYLVANIA
PROJECT NO. 2332257A**

Dear Planning Commission Members:

Pursuant to the Township's request, we have completed our second review of the above-referenced project. The submitted information was prepared by Barry Isett & Associates, Inc. and consists of the following items:

- Letter of Transmittal dated October 2, 2023.
- Response letter dated September 26, 2023.
- Conditional Use Plans (6 sheets) dated August 22, 2023, revised September 26, 2023.

BACKGROUND INFORMATION

The Applicant is seeking a Conditional Use for a proposed residential drug, alcohol, and/or substance abuse treatment facility located on the western side of Totts Gap Road, approximately 100-feet south of its intersection with Cherry Valley Road (S.R. 2006).

The existing property (Tax ID No. 16.9.1.22) is located within the R-1, Low Density Residential Zoning District. The existing property is a portion of the Wolf Hollow Country Club, has a gross lot area of 31.70 acres, and consists of a portion of the golf course with woodlands, ponds, and wetlands. The FEMA 100-year floodplain associated with Cherry Creek traverses the northwestern corner of the existing property.

The proposed residential drug, alcohol, and/or substance abuse treatment facility will include 60 beds within a proposed 9,477 square foot, two-story building. A 60-space parking lot and driveway access from Totts Gap Road are also proposed. On-lot private well and sewage disposal system will serve the proposed use.

The Conditional Use Notes on Sheet CD-1 and the submitted Project Narrative notes the following:

1. The proposed residential drug, alcohol, and/or substance abuse treatment facility will be open 24 hours per day, 365 days per year.

2. The maximum number of clients will be 60.
3. The length of stay for each client is expected to range from 25 days to 40 days.
4. The proposed residential drug, alcohol, and/or substance abuse treatment facility must comply with the staffing requirements established by the Pennsylvania Department of Drug and Alcohol Programs and the Pennsylvania Department of Health Services for a licensed facility.
5. The proposed residential drug, alcohol, and/or substance abuse treatment facility will comply with all security regulations applicable to licensed facilities.
6. It is anticipated that the proposed residential drug, alcohol, and/or substance abuse treatment facility will have two or three box type 30-foot trucks making deliveries of food and other necessary supplies two to three times per week, typically between the hours of 9 am and 11 am.

Based on our review of the above information, we offer the following comments and/or recommendations for your consideration.

ZONING ORDINANCE COMMENTS

1. In accordance with Section 302.1 and the Schedule of District Regulations, a residential drug, alcohol, and/or substance abuse treatment facility is permitted within the R-1, Low Density Residential Zoning District by Conditional Use. ***(Previous Comment 1) No action required.***
2. In accordance with Section 302.1 and the Schedule of District Regulations, the maximum building coverage permitted is 20%. *The Zoning Data appears to utilize the gross floor area of the proposed two-story building to calculate the proposed building coverage. The Zoning Data should be revised to utilize the footprint area (9,477 square feet).* ***(Previous Comment 2) The Zoning Data has been revised; therefore, this comment is satisfied.***
3. In accordance with Section 401.1.C, the maximum permitted impervious coverage on a property with on-lot well and sewage disposal within the R-1, Low Density Residential Zoning District is 25%. *The maximum permitted impervious coverage shall be listed in the Zoning Data.* ***(Previous Comment 3) The maximum permitted impervious cover is now listed in the Zoning Data, therefore this comment is satisfied.***
4. In accordance with Section 404, Schedule II, a rehabilitation facility requires 1 parking space for every 325 square feet of gross floor area. The definition of Rehabilitation Facility in Section 1002 includes “drug and alcohol rehabilitation”. ***(Previous Comment 4) Fifty-nine (59) parking spaces are required, and 60 spaces are proposed.***
5. In accordance with Section 511-3.6, residential drug, alcohol and/or substance abuse treatment facility where permitted shall be subject to the following standards:

- A. The minimum lot area for the facility shall be 25 acres. *The existing property has an area of 33.74 acres. The Zoning Data listed on the plan shall provide both the net and gross lot areas in square feet and acres.*
- The required minimum lot area of 25 acres shall be included with the Zoning Data listed on the plan. (Previous Comment 5.A) For clarity, both the gross and net lot areas shall be listed under “Existing” and “Proposed” in the Zoning Data.*
- B. All drug, alcohol and/or substance abuse treatment and related activities shall be rendered on site and not off site. *This shall be confirmed by a note on the plan. (Previous Comment 5.B) Conditional Use Comment 3 has been revised; therefore, this comment is satisfied.*
- C. The overall maximum number of persons in treatment at any one time shall be no more than 60 persons. *(Previous Comment 5.C) Conditional Use Note 2 on Sheet CD-1 and the submitted Project Narrative indicate that the maximum number of clients will be 60.*
6. In accordance with Section 705.1.A, “The following information shall be included on any site plan connected with a conditional use application, provided that the Township Board of Supervisors may waive a particular requirement where the size or scope of a project would render the data inapplicable or unnecessary. The purpose of the site plan is to evaluate the ability of the project to meet the conditional use criteria contained herein and not necessarily to give final approval if further submissions under the Township’s Subdivision and Land Development Ordinance [Chapter 22] or other Township ordinances are required. The following information shall be included on the site plan:”
- (3) “The location, dimensions and arrangements of all open spaces and yards, landscaping, fences, and buffer yards, including methods and materials to be employed for screening. Landscaping information shall be sufficiently detailed and illustrative to determine compliance with §502(7) hereof and the buffering and screening requirements contained herein, although final landscaping plans can be deferred to the land development stage of approval. The Township Board of Supervisors may require the use of a registered landscape architect to prepare such plans for the conditional use and land development applications.” *(Previous Comment 6.(3)) A Landscape Plan has been prepared and submitted with this Conditional Use Application. It appears the proposed landscaping is in compliance with the Zoning Ordinance. Further review will be completed against both the Zoning and the Subdivision and Land Development Ordinances if the project proceeds to land development.*
- (4) “The location, size, arrangement and capacity of all areas to be used for motor vehicle access, off-street parking, off-street loading and unloading, and provisions to be made for lighting such areas.” *(Previous Comment 6.(4)) A Lighting Plan has been prepared and submitted with this Conditional Use*

Application. It appears the proposed lighting is in compliance with the Zoning Ordinance. Further review will be completed against both the Zoning and the Subdivision and Land Development Ordinances if the project proceeds to land development.

- (5) “The types, dimensions, locations, landscaping, and methods of illumination for project signage and exterior lighting.” ***(Previous Comment 6.(5)) Refer to Comments (3) and (4) above.***
- (7) “Provisions to be made for treatment and disposal of sewage and industrial wastes, water supply, and storm drainage.” ***Storm drainage and stormwater management are shown on the Conditional Use Plan.***
- a. Per Section 403.1 of Chapter 26, Water, “all persons holding legal title or an interest therein (the “owner”) to real property in the Township containing a building which abuts a main of the water system must make connections to such main, shall use exclusively water from such main as their water supply for human consumption, except as hereinafter provided, and shall be responsible to pay for all related connection costs”.
 - b. Per Section 103.1 of Chapter 18, Sewers and Sewage Disposal, “the owner of any improved property accessible to and whose principal building is within one hundred fifty (150) feet from the sewer system shall connect such improved property with and shall use such sewer system, in such manner as this Township may require, within sixty (60) days after notice to such owner from this Township to make such connection, for the purpose of discharge of all sanitary sewage and industrial wastes from such improved property; subject, however, to such limitations and restrictions as shall be established herein or otherwise shall be established by this Township, from time to time”.

The plan notes that private on-lot water and sewage disposal are proposed. The anticipated locations of the well with its 100-foot isolation distance and sewage disposal area shall be provided on the Conditional Use Plan.

In addition, the Applicant shall confirm whether public water and sanitary sewer services exist as described in items a and b above. Connection to the public water and sanitary sewer system may be required if conditions a and/or b above are met. (Previous Comment 6.(7)) The proposed well is now shown on the plan and the proposed sewage disposal area is located greater than 100-feet from the well.

The proposed well shall be removed from the Existing Features Plan (Sheet 2).

The response letter indicates the Applicant is unaware of existing public water and sewer services, however connection will be made if existing services are found.

- (9) “A description of any proposed use in sufficient detail with regard to traffic generation to permit the Commission to determine compliance with the performance and traffic impact requirements set forth in § 27-404. Traffic studies required hereunder and by the Pennsylvania Department of Transportation (PennDOT) shall also be submitted. All such studies, regardless of location on State or Township roads, shall meet PennDOT’s requirements as well as the Township’s, excepting that the requirements for projects accessing only Township roads may be modified by the Township Board of Supervisors on the recommendation of the Township Engineer. The Township may also require studies meeting the standards found in the Pennsylvania Municipalities Planning Code for purposes of establishing transportation impact fees applicable to the project.”

In accordance with Section 404.2.A.(1), “a traffic impact study shall be required for all subdivisions and land developments that, at build-out, are projected to generate 50 or more trip-ends per project peak hour or 500 trip-ends per day based on the latest edition of Trip Generation published by the Institute of Transportation Engineers. This shall include project additions, changes of use and replacement of nonconforming uses that increase the total traffic (existing plus new traffic) to more than 500 trip ends per day.” ***(Previous Comment 6.(9)) A Traffic Generation Assessment was submitted with the Conditional Use Application.***

The traffic counts were determined utilizing a nursing home land use per the Institute of Transportation Engineers (ITE) Trip Generation Manual. The Traffic Generation Assessment states:

“The operation of the proposed treatment facility will function similarly to the nursing home land use such as, the residents will be dropped off by family or friends and will not be driving to the facility on a daily basis. The traffic generated to the site will be from employees, visitors, and delivery vehicles. In addition, patrons of the proposed treatment facility will be treated by healthcare professionals over multiple days. Isett concluded that other land uses like clinics or hospitals would not function in the same way as the proposed treatment facility. Patrons of these land uses could drive themselves and stay on-site, typically a few hours, for the treatment of their condition and are then released to return to their [residence].”

The Assessment has determined that the proposed treatment facility will generate 264 vehicles per day, therefore a traffic impact study will not be required.

- (13) “Soils, slopes and floodplain delineations.” *The existing steep slopes shall be provided on the plan.*

In accordance with Section 401.3.D.(3), “limited disturbance of moderately steep slopes and very steep slopes shall be permitted under the conditions described below:

Steep Slope Category	Percent	Maximum Area of Disturbance
Moderately Steep Slope	15% to 25%	60%
Very Steep Slope	25% or greater	10%

Disturbance refers to any development activity, including regrading and stripping of vegetation. The use of regraded slopes shall be minimized and is generally discouraged. The use of retaining walls for grade changes is encouraged.” *Steep slopes exist on the project site. The steep slopes shall be delineated on the Conditional Use Plan, and any disturbance shall comply with this Section. (Previous Comment 6.(13)) The existing steep slopes are now shown on the plan with Property Slope Data and Disturbed Slope Data tables included. The disturbed slope areas are less than the maximum permitted. The Land Development Plan shall also list the percentage of disturbed area in the Disturbed Slope Data table.*

- (16) “Current zoning of the property proposed to be developed plus current zoning of all adjoining lands.” *The Conditional Use Plan shall include the current zoning districts of all adjoining lands. (Previous Comment 6.(16)) The zoning districts of adjacent properties are now shown in the Photogrammetric Zoning Map on Sheet 1; therefore, this comment is satisfied.*

CONDITIONAL USE REQUIREMENTS

7. In accordance with Zoning Ordinance Section 705.C, “the Board of Supervisors, in acting upon the site development plan and conditional use permit application, shall take into consideration not only the criteria contained above, but also the following.” The following items must be addressed in the statement of purpose required in Section 704.A.(3).

- (1) “Whether the proposed use will have a detrimental or positive impact on adjacent properties. A new use should not produce a significant negative impact on the property values of adjacent properties, nor should it create potential nuisance impacts related to noise, odors, vibrations, or glare.” *(Previous Comment 7.(1)) The Project Narratives states:*

The proposed use will not have a detrimental impact on adjacent properties. The private facility is set back from the road in a secure setting governed by strict regulations and standards of care. The large golf course around it is being preserved and will still function as it presently does. The new use does not produce a significant negative impact on the property values of adjacent properties, nor does it create potential nuisance impacts related to noise, odors, vibrations, or glare. Residential treatment programs of this type are in great need as communities continue to cope with tragic losses that can be mitigated through these programs.

- (2) “If the proposed use is one judged to present detrimental impacts, whether an approval could be conditioned in such a manner as to eliminate or substantially reduce those impacts.” ***(Previous Comment 7.(2)) The Project Narratives states:***

If the proposed use is one judged to present detrimental impacts through the upcoming Hearing process, it is agreed that an approval could be conditioned in such a manner as to eliminate or substantially reduce those impacts.

- (3) “Whether the use will have a positive or negative effect on the environment, job creation, the economy, housing availability, open space preservation or any other factors which reasonably relate to the health, safety and general welfare of present or future residents of the Smithfield Township.” ***(Previous Comment 7.(3)) The Project Narratives states:***

The use will have a positive impact on the environment by expanding landscape use, retaining all trees in the project area, providing NPDES permitted Best Management Practices for stormwater control. It will also promote job creation with 70 new staff, improve economy during construction with taxable wages and after with an increased property tax base. Open space preservation is being maintained by the continuation of the golf course use over most of the property and numerous other factors being offered like desperately needed Treatment, Security, and community presence which all reasonably relate to the health, safety, and general welfare of present and/or future residents of Smithfield Township.

- (4) “Whether the granting of an approval will cause an economic burden on community facilities or services including, but not limited to, highways, sewage treatment facilities, water supplies and firefighting capabilities. The applicant shall be responsible for providing such improvement or additional services as may be required to adequately serve the proposed use and any approval shall be so conditioned. The Township shall be authorized, subject to the limitations of the Pennsylvania

Municipalities Code, to request fees in support of such services where they cannot be directly provided by the applicant.” *(Previous Comment 7.(4)) The Project Narratives states:*

The granting of an approval will not cause economic burden on community facilities or services include, but not limited to, highways (the traffic assessment confirms little trip generation and the access is close to Cherry Valley Road which is a Collector type road/legislative route and connects to highways in two directions (Rt 611 to the east and Route 191 to the west), sewage treatment facilities (an on-site community system will be provided at the cost of the project as well as the maintenance to be provided), water supplies (an on-site potable well/water system will be provided at the cost of the project as well as the maintenance to be provided), and firefighting capabilities (a fire sprinkler system is proposed). The applicant agrees to be responsible for providing such improvements or additional services as may be required to adequately serve the proposed use and any approval shall be so conditioned. The Township is understood to be authorized, subject to the limitations of the Pennsylvania Municipalities Code, to request fees in support of such services where they cannot directly be provided by the applicant.

- (5) “Whether the site plan indicates the property will be developed and improved in a way which is consistent with that character this Chapter and the Township’s Comprehensive Plan are intended to produce or protect, including appropriate landscaping and attention to aesthetics and natural features preservation.” *(Previous Comment 7.(5)) The Project Narratives states:*

The site plan indicates the property will be developed and improved in a way which is consistent with that character of Township Ordinances and the Township’s Comprehensive Plan, and is intended to produce or protect, including appropriate landscaping and attention to aesthetics and natural feature preservation. Existing trees have been designed around and specifically targeted to remain while the site improvements are generously adorned with new and prolific landscaping.

The above comments represent a thorough and comprehensive review of the information submitted, with the intent of giving the Township the best direction possible. However, due to the nature of the comments in this review, the receipt of new information may generate new comments.

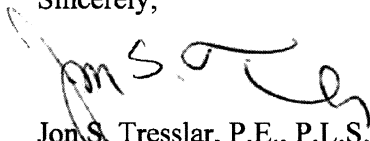
In order to facilitate an efficient re-review of revised plans a letter, addressing item by item action in response to each of our comments, must be provided.

Smithfield Township Planning Commission
Healthy Minds Treatment Center, Conditional Use Review No. 2
October 10, 2023
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We recommend the above comments be addressed to the satisfaction of Smithfield Township prior to the approval of the Conditional Use.

If you should have any questions regarding the above comments, please call me.

Sincerely,



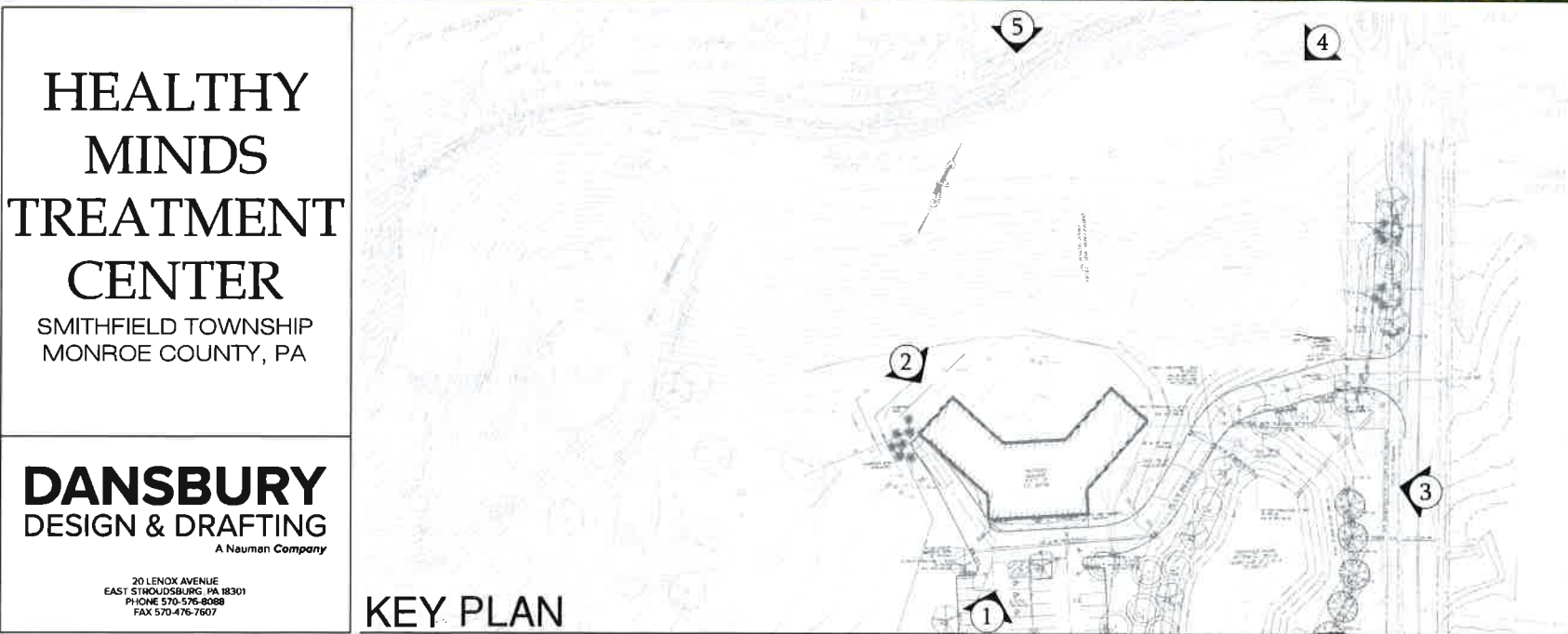
Jon S. Tresslar, P.E., P.L.S.
Township Engineer

JST/meh/tms

cc: Ronold J. Karasek, Esquire – Smithfield Township Solicitor
Ken Wolf, Zoning Officer – Smithfield Township
Daniel Harvey, CEO, Healthy Minds Partners, LLC – Applicant
Water Gap Acquisitions Partners, LLC – Property Owner
Amee S. Farrell, Esquire, Kaplin Stewart – Applicant's Attorney
Charles H. Nielaus, P.E., Barry Isett & Associates, Inc. – Applicant's Engineer
Melissa E. Hutchison, P.E. – LVL Engineering Group

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**A-12 Dansbury Design & Drafting
Viewshed Renderings**



**HEALTHY
MINDS
TREATMENT
CENTER**
SMITHFIELD TOWNSHIP
MONROE COUNTY, PA

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KEY PLAN

A-13 Charles Schmehl CV



Urban Research & Development Corporation

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Urban Research and Development Corporation (URDC) is a consulting firm that specializes in community planning, landscape architecture, grants administration and downtown revitalization projects. URDC was founded in 1968.

CHARLIE SCHMEHL Principal and Community Planner

Mr. Schmehl directs URDC's projects involving comprehensive planning and preparation of development regulations. Mr. Schmehl's work with URDC since 1985 has included the preparation of comprehensive plans and development ordinances for almost 100 communities throughout eastern and central Pennsylvania and Maryland.

Mr. Schmehl recently completed new zoning ordinances for Ephrata, Coopersburg, Jessup and East Hanover Township (north of Hershey). He previously prepared the bulk of the zoning ordinances of the cities of Allentown, Reading, Bethlehem, Lebanon, Chester and Scranton, and assisted with three major updates of Lancaster's zoning ordinance.

Mr. Schmehl wrote a previous Comprehensive Plan and Update for Bethlehem Township and the 1989 Zoning Ordinance, much of which is still in effect. He also wrote the bulk of the Zoning Ordinances for Palmer, Lower Nazareth and Forks Townships.

Mr. Schmehl wrote a new Schuylkill County Zoning Ordinance and assisted in updating the Zoning Maps for 32 municipalities that are under the jurisdiction of that Ordinance.

He was one of two URDC's staff-members who wrote a new Comprehensive Plan for Sussex County, which covers the southern one-third of the state of Delaware, and also wrote zoning amendments for Sussex County.

Mr. Schmehl was the primary author of the following comprehensive plans:

- Lower Paxton Township (which is one of the most populated municipalities in the Harrisburg area).
- Southwestern Lehigh Region (6 municipalities in Lehigh, west of Allentown),
- Governor Mifflin Region (5 municipalities in Berks, south of Reading),
- Suburban Berks West Region (5 municipalities in Berks, west of Reading),
- City of Bethlehem (Northampton),
- Forks Township (Northampton),
- Mount Joy Township (Adams),
- Bonneauville Borough and Mt. Pleasant Township (Adams),
- Manchester Township and North York Borough (York),
- City of Scranton (Lackawanna), and

- Greenwich Township and Lenhartsville (Berks)

He has prepared the bulk of the zoning ordinance for each of the following municipalities:

- City of Bethlehem (Northampton)
- City of Allentown (Lehigh)
- City of Reading (Berks)
- Myerstown (Lebanon)
- Fairview Township (Luzerne)
- East Petersburg Borough (Lancaster)
- Swatara Township (Dauphin)
- Camp Hill Borough (Cumberland)
- Lower Paxton Township (Dauphin)
- West Lampeter Township (Lancaster)
- Westfall Township (Pike)
- Macungie Borough (Lehigh)
- Mount Pleasant Township (Adams)
- Bonneauville Borough (Adams)
- North York Borough (York)
- Palmer Township (Northampton)
- Upper Macungie Township (Lehigh)
- Upper Milford Township (Lehigh)
- City of Scranton (Lackawanna)
- Emmaus Borough (Lehigh)
- Columbia Borough (Lancaster)
- Mount Joy Township (Lancaster)
- Beaver Meadows Borough (Carbon)
- Mount Joy Borough (Lancaster)
- Bridgeport Borough (Montgomery)
- North Codorus Township (York)
- Palmerton Borough (Carbon)
- Bowmanstown Borough (Carbon)
- Western Berks Region (Joint zoning ordinance for 4 municipalities in Berks, west of Reading)
- Boyertown/Colebrookdale Township/Pike Township (Joint zoning ordinance.)
- Yoe Borough (York)
- Lehman Township (Pike)
- Ross Township (Monroe)
- Chestnuthill Township (Monroe)
- Tatamy Borough (Northampton)
- Upper Nazareth Township (Northampton)
- Jacobus Borough (York)

Mr. Schmehl prepared substantial revisions of the zoning ordinances for the following municipalities:

- Stroudsburg Borough (Monroe)
- East Stroudsburg Borough (Monroe)
- Plainfield Township (Northampton)
- Manchester Township (York)

Mr. Schmehl has developed new Subdivision and Land Development Ordinances for:

- Upper Milford Township (Lehigh)
- Palmer Township (Northampton)
- Williams Township (Northampton)
- Bushkill Township (Northampton)
- Bethlehem Township (Northampton)
- Tatamy Borough (Northampton)
- Fountain Hill Borough (Lehigh)
- Spring Township (Berks)
- Chestnuthill Township (Monroe)
- Ross Township (Monroe)
- Bridgeport Borough (Montgomery)
- the Countywide Subdivision Ordinance for Garrett County, Maryland.
- City of Bethlehem (pending adoption).

Mr. Schmehl has been recognized as an expert in community planning and zoning through testimony he provided in approximately 40 cases in Pennsylvania. The following are examples of where he has provided officially recognized expert testimony:

- Before the City of Allentown Zoning Hearing Board concerning a substantive challenge of a zoning district.
- Before the Northampton Township Zoning Hearing Board concerning an interpretation, which resulted in the Board overturning their Zoning Officer's permit denial.
- Before the Newtown Township Zoning Hearing Board concerning variances for a commercial development.
- Before the Hatboro Zoning Hearing Board concerning variances and interpretation for a commercial development.
- Before the Guilford Township Zoning Hearing Board involving a substantive challenge of regulations for a proposed wind farm.
- Before the Greene Township Zoning Hearing Board to defend a zoning amendment as it applied to a proposed distribution center.
- Before the Plumstead Township Zoning Hearing Board concerning variances and interpretation for a commercial development.
- Before the Upper Gwynedd Township Zoning Hearing Board concerning variances and interpretation for a commercial development.
- Before the Lower Milford Township Zoning Hearing Board on behalf of the Board of Supervisors to oppose a quarry, concrete plant and asphalt plant complex.
- Before the Hatboro Zoning Hearing Board to seek approval of a proposed commercial use.
- Before the Plumstead Township Zoning Hearing Board to seek approval of a proposed commercial use.
- Before the Easton Zoning Hearing Board concerning a proposed sign variance.
- Before the Forks Township Zoning Hearing Board to defend the Township against a substantive challenge of Farmland Protection zoning on 600 acres of farmland.
- Before the Forks Township Zoning Hearing Board to defend the Township against a procedural challenge of a new zoning ordinance.
- Before the Forks Township Zoning Hearing Board to defend the Township against a challenge of

- a zoning amendment to allow a new grocery store.
- Before the Schuylkill County Court of Common Pleas on behalf of the Schuylkill County Planning Office, in defense of regulations on adult live entertainment uses.
- Before the Schuylkill County Zoning Hearing Board on behalf of the Schuylkill County Planning Office, in defense of the County's regulations on group homes.
- Before the Summit Hill Zoning Hearing Board concerning a group home.
- Before the Middle Smithfield Township Zoning Hearing Board on behalf of residents, concerning a proposed adult live entertainment use.
- Before the Butler Township Zoning Hearing Board concerning a proposed wind farm.
- Before the Mahanoy Township Zoning Hearing Board concerning a proposed wind farm.
- Before the West Mahanoy Township Zoning Hearing Board concerning a proposed wind farm.
- Before the Maxatawny Township Board of Supervisors regarding a conditional use for a large retail complex.
- Before the Allentown Zoning Hearing Board on behalf of Muhlenberg College for a use variance.
- Before the Allentown Zoning Hearing Board on behalf of St. Luke's Hospital for dimensional variances.
- Before a public hearing of the Board of Supervisors of Plumstead Township (Bucks County) in a critique of a proposed Planned Residential Development on behalf of neighbors.
- Before the Franklin Township (Carbon County) Zoning Hearing Board regarding an enforcement and interpretation matter.
- Before the Schuylkill County Zoning Hearing Board concerning two proposed Wind Farms.
- Before the West Penn Township (Schuylkill County) Zoning Hearing Board in support of an appeal to allow a hunting camp in an agricultural district.
- Before the Penn Forest Township (Carbon County) Zoning Hearing Board to provide testimony concerning ordinance interpretation for a 500 acre outdoor recreation use.
- Before the Penn Forest Township (Carbon County) Zoning Hearing Board to seek a zoning variance for a new home.
- Before the Foster Township (Luzerne County) Zoning Hearing Board opposing a use variance in a residential district.
- Before the Kingston Borough (Luzerne County) Zoning Hearing Board seeking zoning approval for a conversion of a former school into residences.
- Before the Orwigsburg Borough (Schuylkill County) Zoning Hearing Board seeking special exception zoning approval for a townhouse development.
- Before the North Manheim Township Zoning Hearing Board concerning a use variance for an expansion by one of Schuylkill County's largest manufacturers.
- Before the Upper Mount Bethel Township Board of Supervisors regarding a curative amendment challenge concerning a density provision.
- Before the Court of Common Pleas of Northampton County regarding a nuisance court action against a business in Roseto Borough on behalf of neighbors.
- Before the Lower Macungie Township Zoning Hearing Board defending a zoning ordinance change against a challenge of spot zoning.
- Before the Upper Mount Bethel Township Zoning Hearing Board challenging whether a set of commercial recreation uses were permitted under the Zoning Ordinance.

Mr. Schmehl earned a Bachelor of Urban and Environmental Planning degree from the University of Virginia and a Master of City and Regional Planning degree from the University of Pennsylvania. While studying community planning in college, he worked full-time during two summers for the Lehigh Valley Planning Commission.

Mr. Schmehl regularly presents educational programs for local government officials through the Pennsylvania Planning Association. He has made multiple presentations at the Statewide Community Planning Conferences. These have included presentations about the City of Reading Zoning Update, Innovative Zoning Techniques, Comprehensive Planning, Downtown Parking and "Ask the Zoning Experts."

He also spoke at a Penn State University Wind Energy Conference, on the topic of Zoning for Wind Energy, and at a Penn State Solar Energy Conference on the topic of zoning. He has also provided three presentations for the Zoning Officers Association of the Pennsylvania State Association of Township Officials, a presentation at a State Borough Associations convention, and a presentation for municipal managers for the Pennsylvania League of Cities and Municipalities. The PSATS presentations included the following topics: 1) Zoning for Controversial Land Uses and 2) Ways to Expand Housing Supply and Affordability.

For the last five years, Mr. Schmehl has served on the Legislative Committee of Pennsylvania Chapter of the American Planning Association (PA-APA). For twelve previous years, Mr. Schmehl served on two statewide committees of the PA-APA that recommended a series of improvements to the State's Municipalities Planning Code, and that provided comments on proposed bills to amend the law. He also served on a Statewide PA-APA Committee that provided a report recommending policies to manage impacts from the natural gas industry.

He also is serving as a member of the Mobile Workshop Committee for the 2023 National Planning Conference of the American Planning Association. The Committee is organizing 55 walking, transit and bus tours around the Philadelphia area for conference attendees. He also reviewed proposals for in-person educational sessions for that Conference.