

**BEFORE THE BOARD OF COMMISSIONERS OF THE TOWNSHIP OF SALISBURY
LEHIGH COUNTY, PENNSYLVANIA**

RESOLUTION NO. 10-2024-1833

**A RESOLUTION ACCEPTING THE ABANDONMENT OF
DEVELOPMENT PLAN OF PLOT 886, LLC AND RELEASING
LETTER OF CREDIT REGARDING THE SAME**

WHEREAS, on or about July 28, 2020, Plot 886, LLC (the "Applicant") obtained a Development Plan Approval (the "Approval") from the Township of Salisbury (the "Township") for Project Number PZ-22-0006 (the "Plan") regarding a property located at 886 Flexer Avenue, Salisbury Township, Lehigh County, Pennsylvania (the "Subject Property"); and

WHEREAS, the Applicant has sold the Subject Property to Salvatore and Anna Marie Checho (the "Purchasers") on October 7, 2024; and

WHEREAS, as a condition precedent to the sale, the Applicant and Purchasers submitted an agreement dated October 7, 2024 to the Township consenting to withdraw the Plan and to require that any additional development on the Subject Property shall require a new submission to the relevant Zoning and Planning authority in Salisbury Township (a true and correct copy of which is attached hereto and incorporated herein as Exhibit "A") (the "Agreement"); and

WHEREAS, the Township, being satisfied with this Agreement, has agreed to release the Letter of Credit currently held by the Township with respect to the Subject Property; and

WHEREAS, the Township believes that this arrangement is in the best interests of the residents of Salisbury Township and that it will benefit the health, safety and welfare of the Township residents.

NOW THEREFORE, BE IT RESOLVED AND ENACTED by the Board of Commissioners of the Township of Salisbury that with respect to Applicant's Plan, as follows:

1. The Plan is hereby deemed abandoned and no work shall be permitted in accordance with the Plan;
2. The Letter of Credit held by Salisbury Township regarding the Subject Property is hereby released in its entirety, subject to the payment of all outstanding fees and costs which still remain outstanding for the Subject Property.
3. That any additional development on the Subject Property shall require a new submission to the Township.


RESOLVED AND ADOPTED this 24th day of October, 2024 at a regular public meeting.

**TOWNSHIP OF SALISBURY
(Lehigh County, Pennsylvania)**



Debra J. Brinton
President, Board of Commissioners

ATTESTED:



Cathy Bonaskiewich
Township Secretary

Ryan Durkin, Esquire

4432 Canterbury Drive

Emmaus, PA 18049

(215) 518-6953

(610) 421-8088 (f)

rjd@rdurkinlaw.com

Ryan J. Durkin, Esquire
Member, Pennsylvania and
Lehigh County Bar Associations

October 4, 2024

VIA EMAIL ONLY

(julrich@grossmcginley.com)

Jason Ulrich, Esquire

Gross McGinley, LLP

33 South 7th Street,

Allentown, PA 18101

RE: 886 Flexer Avenue, Allentown Pennsylvania 18103
Release of Letter of Credit Upon Closing

Dear Atty. Ulrich:

By signature of seller, Plot 886, LLC ("Seller") and purchasers, Salvatore Checho and Anna Marie Checho ("Purchasers") below, this letter memorializes the following:

1. The purchasers ("Purchasers") of the above referenced property ("Property") are abandoning the plan to subdivide and develop the Property currently in place, with such abandonment to commence as of completion of all events comprising closing on sale of the Property, scheduled to take place on October 7, 2024;
2. The Purchasers are waiving their rights to continue with such development under Salisbury Township's SALDO and the Municipalities Planning Code, with such waiver to take effect as of completion of all events comprising closing, scheduled to take place on October 7, 2024; and,
3. The Seller and Purchasers request release of the Letter of Credit ("LOC") related to the Property and its development by Salisbury Township so that monies to be held by Univest Bank and Trust Co. following closing can be immediately released.

If the above contemplated closing is not completed, this letter and commitments and requests herein shall be null and void *ab initio*, including but not limited to the waiver and abandonment and release referenced in Paragraphs 1-3 above, the LOC shall remain in place, and Seller shall retain all rights to pursue development of the Property in accordance with plans and development agreements currently in place.