



SITE ADDRESS: 3032 Linden St, Bethlehem

Office Use Only:

DATE SUBMITTED: 03.05.2021

HEARING DATE: 04.14.2021

PLACARD: 04.05.2021

FEE: \$500⁰⁰

ZONING CLASSIFICATION: CS

LOT SIZE: 3 LOTS = 112,861 SF

**APPLICATION FOR APPEAL TO THE CITY OF BETHLEHEM ZONING HEARING BOARD,
10 EAST CHURCH STREET, BETHLEHEM, PA 18018**

1. Return one (1) original and eight (8) copies of this application and all supporting documentation to the Zoning Officer, along with the filing fee. Include site plans and/or floor plans as necessary.
2. The application is due by 4PM on the 4th Wednesday of the month. The hearing will be held on the 4th Wednesday of the next month.
3. If you are submitting MORE THAN 10 exhibits at the hearing, you MUST place them in an indexed binder and submit at one time.

Appeal/Application to the City of Bethlehem Zoning Hearing Board is hereby made by the undersigned for: (check applicable item(s):

- Appeal of the determination of the Zoning Officer
- Appeal from an Enforcement Notice dated _____
- Variance from the City of Bethlehem Zoning Ordinance
- Special Exception permitted under the City Zoning Ordinance
- Other: _____

SECTION 1

APPLICANT:	
Name	<u>D Signs & AwningS INC</u>
Address	<u>1006 Hanover Ave</u> <u>Allentown, PA 18109</u>
Phone:	<u>[REDACTED]</u>
Email:	<u>[REDACTED]</u>

OWNER (if different from Applicant): Note. If Applicant is NOT the owner, attach written authorization from the owner of the property when this application is filed.
Name <u>Brooklyn Antonio LLC</u>
Address <u>109 Montgomery, Ave</u>
<u>Scarsdale, NY 10583</u>
Phone:
Email:
ATTORNEY (if applicable):
Name
Address
Phone:
Email:

SECTION 2. INFORMATION REGARDING THE REAL ESTATE

1. Attach a site plan, drawn to scale, of the real estate. Include existing and proposed natural and man-made features.
2. Attach architectural plans and elevations depicting proposed alterations or new construction.
3. Attach photographs.
4. If the real estate is presently under Agreement of Sale, attach a copy of the Agreement.
5. If the real estate is presently leased, attached a copy of the present lease.
6. If this real estate has been the object of a prior zoning hearing, attach a copy of the Decision.

SECTION 3.

THE RELIEF SOUGHT:

If the Applicant seeks a dimensional variance for any setback, lot coverage, distance between certain uses, etc., please state the following:

Section of Code	Dimension Required by Code	Dimension Proposed by Applicant	Variance Sought
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

If the Applicant seeks a use or other variance, please state the specific section(s) of the Zoning Ordinance applicable and describe the variance sought.

To keep the sign where it is currently
at

If the Applicant seeks a Special Exception, please state the specific section (s) of Zoning Ordinance applicable:

If the Applicant seeks an appeal from an interpretation of the Zoning Officer, state the remedy sought in accordance with Sec. 1325.11 (b):

NARRATIVE

A brief statement reflecting why zoning relief is sought and should be granted must be submitted.

CERTIFICATION

I hereby certify that the information contained in and attached to this application is true and correct to the best of my knowledge and belief.

I also certify that I understand that any and all federal, state or local rules and regulations, licenses and approvals shall be obtained if the appeal is granted.

David de la Torre
Applicant's Signature

3/4/21
Date

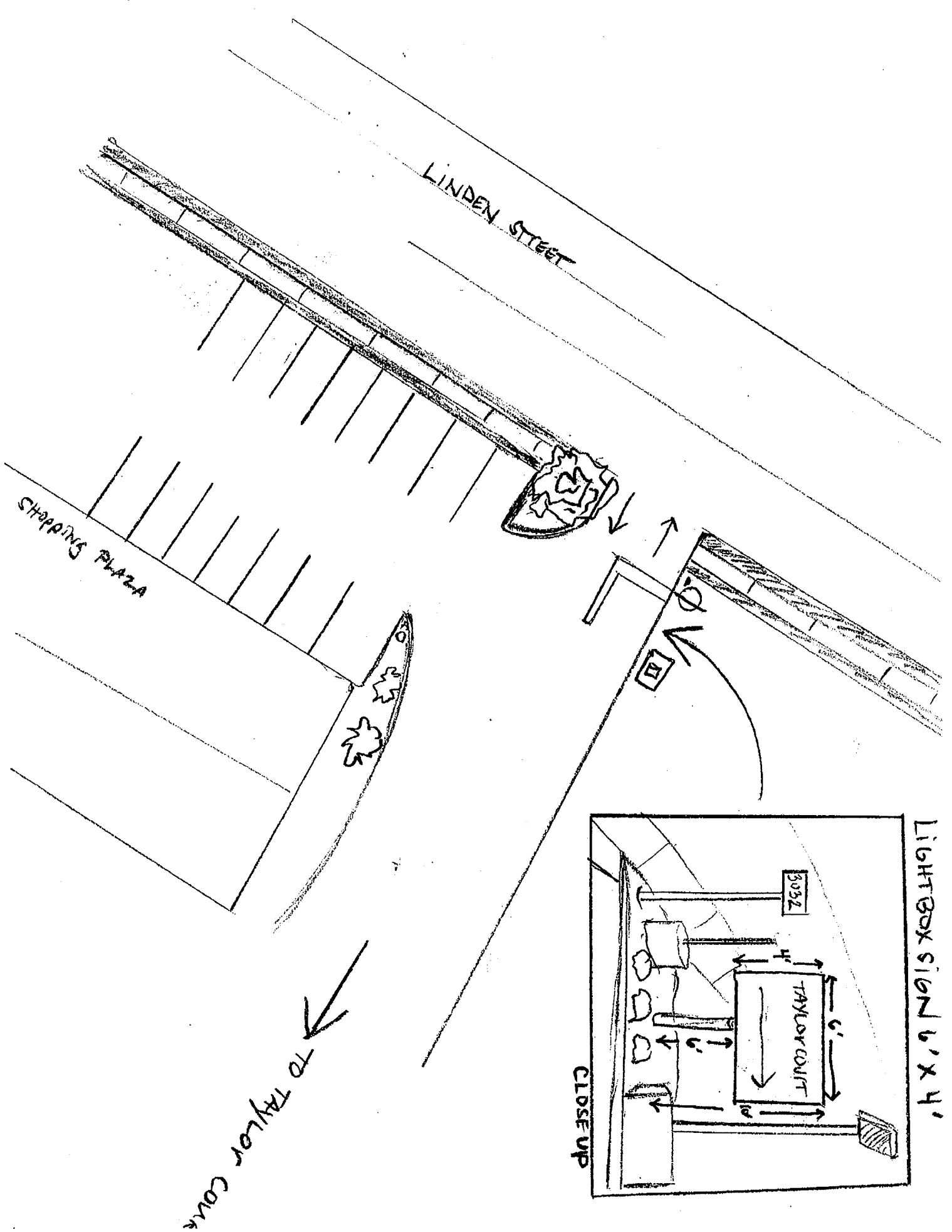
[Signature]
Property owner's Signature

3/4/21
Date

Received by _____

Date _____

NOTICE: If the Decision of the Zoning Hearing Board is appealed, the appellant is responsible for the cost of the transcript.



LINDEN STREET

SHOPPING PLAZA

TO TAYLOR COURT

LIGHT BOX SIGN 6' X 4'

3032

TAYLOR COURT

CLOSE UP

**LICENSE AGREEMENT FOR
TAYLOR COURT SIGN INSTALLATION**

LICENSOR: TAYLOR COURT CONDOMINIUM ASSOCIATION, A
CONDOMINIUM INCORPORATED ASSOCIATION CONSISTING
OF TWO CONDOMINIUM UNITS,
HEREINAFTER REFERRED TO AS THE LICENSOR

LICENSEE: BROOKLYN ANTONIO LLC AND RANDOLPH ANTONIO LLC,
THE FEE OWNERS OF CONDOMINIUM UNIT NO. 2
HEREINAFTER REFERRED TO AS THE LICENSEE

**CONSENTING
CONDOMINIUM OWNER
OF UNIT NO. 1:** AKCE PROPERTIES LLC, ISAOA, THE FEE OWNER OF
CONDOMINIUM UNIT NO. 1
HEREINAFTER REFERRED TO AS THE CONSENTING PARTY

**DESCRIPTION OF
LICENSEES SIGN DESIGN
INSTALLATION CONCEPT:** EXHIBIT "A" ANNEXED HERETO

**LICENSED DESIGNATED AREA
WHEREIN INSTALLATION OF
SIGN IS PERMITTED:** EXHIBIT "B" ANNEXED HERETO

LICENSE FEE: GRATUITOUS

LICENSE PROVISIONS

The Licensor, the Licensee and Consenting Party as identified on the foregoing face page are collectively the Parties to this License Agreement.

1. (i) the Parties represent and acknowledge to each other that this agreement is a License and that absolutely no landlord-tenant relationship is created or intended to be created, or is to be inferred to have been created.

(ii) Owners of the Licensee agree that they will not file a claim for adverse possession and acknowledge that they have no vested property right other than ownership in common with the Consenting Party in the Licensor.

2. License terms will continue indefinitely until such time the Licensee either voluntarily removes the sign or is compelled to remove it due to a breach of the Licensee's terms and conditions, or is no longer permitted under a valid unappealed permit that was secured by Licensee at its sole cost and expense.

3. (i) Upon termination of this License the Licensee at its own cost and expense shall remove its sign and restore the premises to its prior condition less reasonable wear and tear.

(ii) If Licensee fails to remove its property upon the License termination and if Licensor removes Licensee's property as above set forth the Licensee releases Licensor from any and all damage that may have been caused to the Licensees property during removal from the premises and thereafter.

4. (i) Breach of this License shall be deemed to occur when written notice is given by certified mail, return receipt requested or by a nationally recognized overnight courier. The certified mailing is deemed to be received three (3) calendar days after the post mark of the United States Postal System whether or not accepted/delivered. If by nationally recognized overnight courier notice is deemed received the next calendar day. Notice will detail the breac h

and provide twenty (20) days for cure. After twenty (20) days without cure, breach has occurred.

(ii) To remove the sign on breach, the Licensee agrees that the Licensor shall be entitled to secure immediate injunctive relief in the Court of Common Pleas of Northampton County with Licensee responsible for all costs of such proceeding including attorney fees and cost of removal with restoration to prior condition, reasonable wear and tear, if any, to be reimbursed by the Licensee to Licensor and subject to account award in injunction.

5. The removal of sign at conclusion of License as well as the installation and maintenance and operation of the sign during the term of License is subject to this hold harmless release which will be a complete indemnification from the Licensee to the Licensor not only as to property at licensed Premises (Exhibit "B") but any property of party adjacent/adjoining/or at licensed Premises and for any damage, costs and expenses of any nature sustained by the Licensor.

6. (i) Licensee shall pay the provider for signs electricity cost at an amount commercially reasonable and as agreed upon by the Parties.

(ii) The Licensee will make all connections to the electricity in safe, good and workmanlike manner as well as seeking and obtaining any utility company code or fire underwriting requirements. This is a continuing obligation during License.

7. (i) Licensee at its own cost and expense shall maintain the herein Licensed area and will be solely responsible for the upkeep and repair of the sign and to provide insurance covering the sign.

(ii) Upkeep and repair will be done in a good and workmanlike manner and no unsightly appearance will be permitted. The Licensee to provide ongoing evidence of insurance coverage (certificate of insurance) to the Licensor as requested from time to time.

(iii) At no time will Licensee cause or suffer the sign and its operation to be a hazard or a private or public nuisance.

8. This License is conditioned upon an unappealable permit being issued by the city of Bethlehem for the sign installation with said permit remaining in force and effect during the License.

No installation will occur until such permit is secured by the Licensee at its expense. The Licensee will also comply with any requirements of PA DOT if applicable.

9. Notices can be made to the respective Parties as set forth in paragraph 4 supra and to the addresses that have been provided between the Parties.

10. This License will not be recorded by any party or entity.

11. This License Agreement may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a "pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or "pdf" signature page were an original thereof.

12. All individuals signing on page 10 have full authority to bind the parties on whose behalf they sign . All parties to this Agreement through these signatures waive unconditionally any notice for such limited liability company meetings for resolution to enter into this Agreement.

13. All parties have authorized the signatures hereon and deem the entry and execution hereof is one by mutual consent by all. All parties hereto are legally bound hereby for themselves and their successors and/or assigns and stipulate there is adequate consideration for the promises made to each other.

14. THIS LICENSE CONSISTS OF 10 PAGES EACH PAGE OF WHICH HAS BEEN INDIVIDUALLY NUMBERED.

15. The signature page is contained on number 10 of this Agreement.

EXHIBIT A

**SCHEDULE OF THE
SIGN DESIGN INSTALLATION CONCEPT**

SIGN DESIGN CONCEPT

LIGHT BOX SIGN 6' X 4'



Signs
LAS VEGAS, NV 89102
610-011-1150 / 484-787-7053

CLIENT: TAYLOR COURT
DATE: 08/08/14
GENERAL NOTES:

PROJECT:
LUXURY SIGN

ADDRESS:
PROJECT MANAGED BY: DANIEL ZEPEDA-CANTON

PLEASE SEE SIGNAGE CONTRACT AGREEMENT FOR THE TERMS OF THIS CONTRACT AND THE SIGNAGE SPECIFICATIONS. ALL MATERIALS WILL BE APPROVED BY THE CLIENT PRIOR TO INSTALLATION.

CUSTOMER APPROVAL

THIS IS A PRELIMINARY DESIGN CONCEPT. IT IS NOT A CONTRACT. THE CLIENT IS RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL AUTHORITIES. THE CLIENT IS RESPONSIBLE FOR THE ACCURACY OF ALL INFORMATION PROVIDED. THE CLIENT IS RESPONSIBLE FOR THE TIMELY PAYMENT OF ALL INVOICES. THE CLIENT IS RESPONSIBLE FOR THE PROTECTION OF ALL INFORMATION PROVIDED. THE CLIENT IS RESPONSIBLE FOR THE PROTECTION OF ALL INFORMATION PROVIDED.

DATE: 08/08/14
BY: [Signature]

EXHIBIT B

**SOLE LICENSED
DESIGNATED AREAS**

SIGN DESIGN CONCEPT

LIGHT BOX SIGN 6' X 4'



CLIENT: TAYLOR COURT
DATE: 1/10/11
GENERAL NOTES:

PROJECT:
LEASING

ADDRESS:
PROJECT BLOOMING BARRIE DRIVE, LINDSEY

DESIGNER APPROVAL:

DATE: 1/10/11
BY: [Signature]

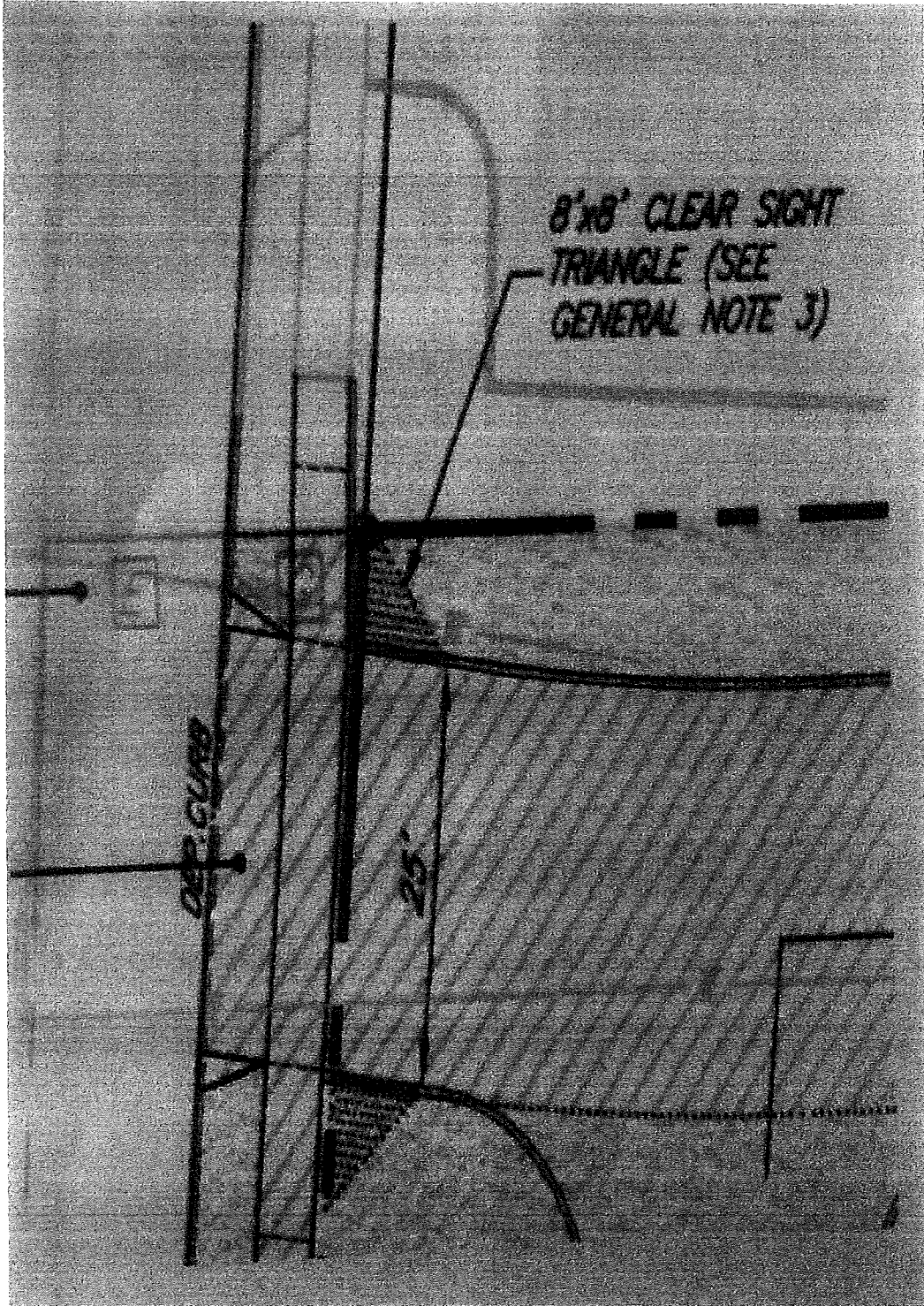
Thanks

Dan
Dan Cahill

Cahill Properties, LLC
www.cahill-properties.com
610-442-7274

Michael Laub
109 Montgomery Ave
Suite 102
Scarsdale, NY 10583
T: 718.664.6611
F: 718.664.6690
E: michael@laub.com
W: www.laubrealty.com

AKCE Properties, LLC
P.O. Box 149
Scranton, PA 18501

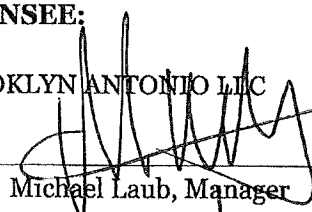


SIGNATURE PAGE
DATED AS OF DECEMBER , 2020

LICENSEE:

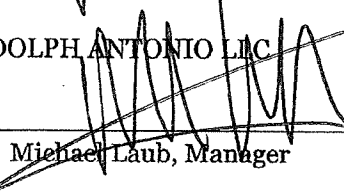
BROOKLYN ANTONIO LLC

By: _____


Michael Laub, Manager

RANDOLPH ANTONIO LLC

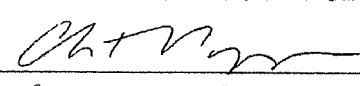
By: _____


Michael Laub, Manager

LICENSOR:

TAYLOR COURT CONDOMINIUM ASSOCIATION

By: _____


CHRISTER POPP, its Manager

CONSENTING PARTY:

AKCE PROPERTIES LLC, ISAOA

By: _____


BRITT POPP, its Manager