

RECORDER OF DEEDS
NORTHAMPTON COUNTY
PENNSYLVANIA

INSTRUMENT NUMBER
1999015910

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APR 20, 1999
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I hereby CERTIFY that this document is recorded in the Recorder's Office of Northampton County, Pennsylvania.

Ann L. Achatz

DEED dated the 19th day of April, 1999, from

BETHLEHEM DEVELOPMENT CORPORATION, a Delaware corporation (hereinafter called the "Grantor"), to NORTHAMPTON COUNTY NEW JOBS CORP., a Pennsylvania nonprofit industrial development corporation (hereinafter called the "Grantee").

AFFORDABLE HOUSING	\$11.05
AFFORDABLE HOUSING - ADMIN FEE	\$1.95
RECORDING FEES	\$25.00
STATE WRIT TAX	\$0.50
COUNTY RECORDS IMPROVEMENT FEE	\$1.00
DEEDS RECORDS IMPROVEMENT FEE	\$1.00
TOTAL	\$40.50

AFFIDAVIT FILED

For and in consideration of the payment to it of ONE DOLLAR (\$1.00) and other good and valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, the Grantor hereby grants and conveys to the Grantee the tract of land (hereinafter sometimes called the "Premises"), situate in the Third (3rd) Ward of the City of Bethlehem, Northampton County, Pennsylvania, that is designated as "LOT 2" on the subdivision plan entitled "Webster Street Subdivision" dated January 15, 1993, last revised February 9, 1993, and recorded in the Office for Recording of Deeds in and for said Northampton County in Plan Book No. 93, at page 45, and that is bounded and described according to said subdivision plan as follows:

BEGINNING on the northerly line of the right of way of East Second Street, as dedicated by the above-mentioned subdivision plan, at the southeasterly corner of the tract of land that was conveyed by the Grantor to Northampton County New Jobs Corp. by Deed dated May 14, 1993, and recorded in said Office in Deed Book vol. 896, at page 281; thence, along said last-mentioned tract of land, North zero degrees two minutes forty-nine seconds East (N. 00° 02' 49" E.) six hundred twelve and thirty-nine one-hundredths (612.39) feet to the southerly line of land now or formerly of Consolidated Rail Corporation; thence, along said last-mentioned land, South eighty-nine degrees fifty-nine minutes fifty-six seconds East (S. 89° 59' 56" E.) three hundred and five one-hundredths (300.05) feet to the westerly line of the right of way of

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Webster Street, as dedicated by the above-mentioned subdivision plan; thence, along said westerly line, the following two (2) courses and distances: (1) South zero degrees two minutes forty-nine seconds West (S. 00° 02' 49" W.) five hundred sixty-nine and fifty-six one-hundredths (569.56) feet and (2) southwesterly by a curve to the right the radius of which is forty-five and no one-hundredths (45.00) feet and the chord of which bears South forty-five degrees two minutes forty-nine seconds West (S. 45° 02' 49" W.) sixty-three and sixty-four one-hundredths (63.64) feet, an arc distance of seventy and sixty-nine one-hundredths (70.69) feet to the northerly line of the right of way of Columbia Street, as dedicated by the above-mentioned subdivision plan; thence along said last-mentioned northerly line, North eighty-nine degrees fifty-seven minutes eleven seconds West (N. 89° 57' 11" W.) two hundred thirty-three and no one-hundredths (233.00) feet to the intersection of the northerly line of the right of way of said Columbia Street with the northerly line of the right of way of East Second Street; thence, along said northerly line of the right of way of East Second Street northwesterly by a curve to the right the radius of which is one hundred twenty-seven and no one-hundredths (127.00) feet and the chord of which bears North eighty-four degrees fifty-seven minutes ten seconds West (N. 84° 57' 10" W.) twenty-two and fourteen one-hundredths (22.14) feet, an arc distance of twenty-two and seventeen one-hundredths (22.17) feet to the place of beginning; CONTAINING four and two thousand two hundred twenty-one ten-thousandths (4.2221) acres, more or less.

The Premises consist of parts of the premises that were conveyed to the Grantor by PDI-I Associates, Inc. by Deed dated July 3, 1991, and recorded in said Office in Deed Book Vol. 834, at page 595.

SUBJECT, HOWEVER, to the effect of the following:

(1) the unrecorded Articles of Agreement between Bethlehem Steel Company and Borough of South Bethlehem dated May 5, 1913, relating to, among other matters, the vacation of various streets;

(2) Ordinance No. 154 adopted by Borough of South Bethlehem on May 5, 1913, relating to, among other matters, the vacation of a part of Second Street;

(3) Ordinance No. 858 adopted by City of Bethlehem on January 28, 1941, relating to, among other matters, the vacation of parts of East Second Street and Adams Street, a certified copy of which was attached as EXHIBIT A to the instrument of Bethlehem Steel Company dated March 22, 1944, and recorded in said Office in Miscellaneous Book Vol. 101, at page 318;

(4) the unrecorded Agreement between Bethlehem Steel Company and City of Bethlehem dated December 8, 1941, relating to the maintenance and repair of storm water sewers and sanitary sewers, as amended by the unrecorded Agreement between the same parties dated July 11, 1945;

(5) the Indenture between Bethlehem Steel Company, Philadelphia, Bethlehem and New England Railroad Company, and Bethlehem Authority dated August 30, 1950, and recorded in said Office in Miscellaneous Book Vol. 110, at page 366, as amended by Partial Release between Bethlehem Steel Corporation (successor in interest to said Bethlehem Steel Company) and Bethlehem Authority dated February 3, 1987, and recorded in said Office in Miscellaneous Book Vol. 321, at page 1089;

(6) Ordinance No. 1230 adopted by City of Bethlehem on March 3, 1953, relating to the vacation of a part of Adams Street, a certified copy of which was attached as Exhibit "A" to the instrument of Bethlehem Steel Company dated May 6, 1954, and recorded in said Office in Miscellaneous Book Vol. 116, at page 309;

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(7) Ordinance No. 1231 adopted by City of Bethlehem on March 3, 1953, relating to the vacation of a part of East Second Street, a certified copy of which was attached as Exhibit "B" to the instrument of Bethlehem Steel Company dated May 6, 1954, and recorded in said Office in Miscellaneous Book Vol. 116, at page 309;

(8) those certain Protective Covenants dated May 13, 1993, and recorded in said Office in Miscellaneous Book Vol. 488, at page 361; and

(9) all other matters of record or shown on the above-mentioned subdivision plan.

The Grantor hereby covenants with the Grantee that the Grantor will warrant specially the Premises, subject as aforesaid.

The conveyance of the Premises is SUBJECT, HOWEVER, to the restrictions set forth in the following paragraphs numbered 1 through 9, which are intended to be and shall be construed as covenants running with and binding on the Premises or, in the case of the restrictions set forth in paragraphs 7 and 8, as a covenants running with and binding on those portions of the Premises described therein, all for the benefit of the Grantor, and its successors and assigns, in the ownership of all or any parts of the land, other than the Premises, now or formerly owned by the Grantor located in the Third (3rd) Ward of the City of Bethlehem, Northampton County, Pennsylvania:

1. All concrete floor slabs located on the Premises on the date hereof shall not be disturbed and left intact.

2. All buildings constructed on the Premises shall be constructed without basements.

3. Those portions of the Premises not covered by buildings, asphalt or concrete shall be covered with not less than one- (1-) foot of clean soil. Any clean soil that may be needed to comply with this covenant shall be obtained from a location or locations that are off-site.

4. All digging, excavating, grading or other earthmoving activities on the Premises or any part thereof shall be conducted in compliance with all applicable federal, state and local laws, regulations or ordinances including, without limitation, those pertaining to the environment and those pertaining to human health and occupational safety.

5. Groundwater from beneath the Premises shall not be used for any reason.

6. The Premises shall not be subdivided without the consent of the Grantor, its successors or assigns.

7. That portion of the Premises bound and described as follows shall be used only as a public parking lot for a period of five (5) years from the date hereof:

BEGINNING on the northerly line of the right of way of East Second Street, as dedicated by the above-mentioned subdivision plan, at the southeasterly corner of the tract of land that was conveyed by the Grantor to Northampton County New Jobs Corp. by Deed dated May 14, 1993, and recorded in said Office in Deed Book vol. 896, at page 281; thence, along said last-mentioned tract of land, North zero degrees two minutes forty-nine seconds East (N. 00° 02' 49" E.) one hundred nine and sixty-eight one-hundredths (109.68) feet; thence, South eighty-nine degrees fifty-seven minutes eleven seconds East (S. 89° 57' 11" E.) three hundred and five one-hundredths (300.05) feet to the westerly line of the right of way of Webster Street, as dedicated by the above-mentioned subdivision plan; thence, along said westerly line, the following two (2) courses and distances: (1) South zero degrees two

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minutes forty-nine seconds West (S. 00° 02' 49" W.) sixty-six and sixty-one one-hundredths (66.61) feet and (2) southwesterly by a curve to the right the radius of which is forty-five and no one-hundredths (45.00) feet and the chord of which bears South forty-five degrees two minutes forty-nine seconds West (S. 45° 02' 49" W.) sixty-three and sixty-four one-hundredths (63.64) feet, an arc distance of seventy and sixty-nine one-hundredths (70.69) feet to the northerly line of the right of way of Columbia Street, as dedicated by the above-mentioned subdivision plan; thence, along said last-mentioned northerly line, North eighty-nine degrees fifty-seven minutes eleven seconds West (N. 89° 57' 11" W.) two hundred thirty-three and no one-hundredths (233.00) feet to the intersection of the northerly line of the right of way of said Columbia Street with the northerly line of the right of way of East Second Street; thence, along said northerly line of the right of way of East Second Street northwesterly by a curve to the right the radius of which is one hundred twenty-seven and no one-hundredths (127.00) feet and the chord of which bears North eighty-four degrees fifty-seven minutes ten seconds West (N. 84° 57' 10" W.) twenty-two and fourteen one-hundredths (22.14) feet, an arc distance of twenty-two and seventeen one-hundredths (22.17) feet to the place of beginning.

8. That portion of the Premises bound and described as follows shall be used only as a public parking lot subject, however, to the right of the Grantor, its successors or assigns, to dedicate said portion of the Premises to the public or the City of Bethlehem as hereinafter provided:

BEGINNING at a TRUE POINT OF BEGINNING the location of which is ascertained as follows: beginning on the northerly line of the right of way of East Second Street, as dedicated by the above-mentioned subdivision plan, at the southeasterly corner of the tract of land that was conveyed by the Grantor to Northampton County New Jobs Corp. by Deed dated May 14, 1993, and recorded in said Office in Deed Book vol. 896, at page 281; thence, along said last-mentioned tract of land, North zero degrees two minutes forty-nine seconds East (N. 00° 02' 49" E.) one hundred nine and sixty-eight one-hundredths (109.68) feet to said TRUE POINT OF BEGINNING; thence, continuing along said tract of land, North zero degrees two minutes forty-nine seconds East (N. 00° 02' 49" E.) sixty and no one-hundredths (60.00) feet; thence, south eighty-nine degrees fifty-seven minutes eleven seconds East (S. 89° 57' 11" E.) three hundred and five one-hundredths (300.05) feet to the westerly line of the right of way of Webster Street, as dedicated by the above-mentioned subdivision plan; thence, along said westerly line, South zero degrees two minutes forty-nine seconds West (S. 00° 02' 49" W.) sixty and no

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one-hundredths (60.00) feet; thence, North eighty-nine degrees fifty-seven minutes eleven seconds West (N. 89° 57' 11" W.) three hundred and five one-hundredths (300.05) feet to said TRUE POINT OF BEGINNING.

9. If the Grantee does not commence within three (3) months or complete within two (2) years after the date hereof the construction on the Premises contemplated by the unrecorded Agreement dated March 5, 1999, by and between the Grantor, as seller thereunder, and the Grantee, as buyer thereunder, the Grantor may elect to repurchase the Premises together with all improvements thereon for the consideration of Two Hundred Eighty-one Thousand Two Hundred Fifty Dollars (\$281,250) plus any amounts then paid by the Grantee to the Grantor under the promissory note referred to in said unrecorded Agreement. If the Grantor so elects, the Grantee shall, within ninety (90) days after such notice and against payment of said consideration, execute and deliver to the Grantor a special warranty deed, in form and substance satisfactory to the Grantor, free and clear of all liens and encumbrances deriving by, through or under the Grantee.

The above-mentioned covenants and restrictions shall be enforceable at law or in equity only by the Grantor and by such successor or assign or such successors or assigns as the Grantor shall expressly designate.

Said restrictions and covenants contained in this Deed shall not give rise, by implication or otherwise, to a reciprocal covenant burdening the Grantor or any lands now or previously owned by the Grantor.

Anything hereinbefore contained to the contrary notwithstanding, the Grantor may at any time and from time to time in its sole discretion, waive, relinquish, or release any or all of said covenants, restrictions and conditions.

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The Grantee, for itself, its successors and assigns, agrees with the Grantor, for itself, its successors and assigns, as follows:

1. The Grantor shall have the power to dedicate from time to time to the public, or to the City of Bethlehem, that portion of the Premises described as follows, said portion being the same portion of the Premises described in paragraph 8 above:

BEGINNING at a TRUE POINT OF BEGINNING the location of which is ascertained as follows: beginning on the northerly line of the right of way of East Second Street, as dedicated by the above-mentioned subdivision plan, at the southeasterly corner of the tract of land that was conveyed by the Grantor to Northampton County New Jobs Corp. by Deed dated May 14, 1993, and recorded in said Office in Deed Book vol. 896, at page 281; thence, along said last-mentioned tract of land, North zero degrees two minutes forty-nine seconds East (N. 00° 02' 49" E.) one hundred nine and sixty-eight one-hundredths (109.68) feet to said TRUE POINT OF BEGINNING; thence, continuing along said tract of land, North zero degrees two minutes forty-nine seconds East (N. 00° 02' 49" E.) sixty and no one-hundredths (60.00) feet; thence, south eighty-nine degrees fifty-seven minutes eleven seconds East (S. 89° 57' 11" E.) three hundred and five one-hundredths (300.05) feet to the westerly line of the right of way of Webster Street, as dedicated by the above-mentioned subdivision plan; thence, along said westerly line, South zero degrees two minutes forty-nine seconds West (S. 00° 02' 49" W.) sixty and no one-hundredths (60.00) feet; thence, North eighty-nine degrees fifty-seven minutes eleven seconds West (N. 89° 57' 11" W.) three hundred and five one-hundredths (300.05) feet to said TRUE POINT OF BEGINNING.

In making such dedication, the Grantor may act in its own name or, at its option, may secure the joinder of the Grantee or the joinder of the successors in interest to the Grantee.

2. Upon any such dedication, any private rights to use the property so dedicated will terminate pro tanto, whether such rights arise from the existence or filing of a subdivision plan or by the grant contained in this Deed or otherwise, and the Grantee and its

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successors in interest shall thereafter use the property so dedicated only as members of the general public.

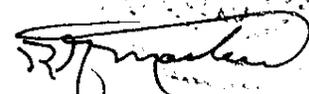
3. Any powers conferred upon the Grantor are intended to vest in the Grantor as the owner of adjacent and nearby lands, and they shall not pass by implication to the purchaser or purchasers of property from the Grantor. Nevertheless, the Grantor may by express assignment assign such powers.

4. The provisions of 1 through 3 above are intended as covenants running with and binding on the Premises.

Pursuant to the provisions of Section 405 of the Solid Waste Management Act of the Commonwealth of Pennsylvania, 35 Pa. Stat. Ann. §6018.405, and Section 512(b) of the Hazardous Sites Cleanup Act of the Commonwealth of Pennsylvania, 35 Pa. Stat. Ann. §6020.512(b), the Grantor hereby acknowledges that because the Premises have long been used as an industrial property, parts thereof may contain "hazardous waste", "residual waste" and "hazardous substances", as such terms are defined in said Acts.

IN WITNESS WHEREOF, the Grantor has executed this Deed as of the day and year first above written.

ATTEST:



Assistant Secretary

BETHLEHEM DEVELOPMENT CORPORATION,
by



President

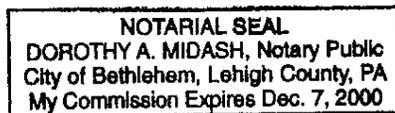
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COMMONWEALTH OF PENNSYLVANIA)
) SS.:
COUNTY OF LEHIGH)

On this, the 19th day of April, 1999, before me, a Notary Public in and for the Commonwealth of Pennsylvania, personally appeared S. G. Donches, who acknowledged himself to be the President of Bethlehem Development Corporation, a corporation, and that he as such President, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as the President.

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



Dorothy A. Midash

Notary Public

I hereby certify that the precise address of the within named Grantee is:

Northampton County New Jobs Corp.
P. O. Box 21750
Lehigh Valley, Pennsylvania 18002 -1750



Raymond J. DeBenedictis

On behalf of the Grantee

ALSO KNOWN AS NORTHAMPTON COUNTY UNIFORM PARCEL IDENTIFIER:

MAP: P6 BLOCK: 2 LOT: 2E

HMAA913R