

**PREPARED BY AND  
UPON RECORDING RETURN TO:**

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*PH 200929*

Commonwealth Land Title Insurance Company  
1700 Market Street  
Suite 2100  
Philadelphia, PA 19103

**DEED**

Parcel Numbers: N8 14 2 0719E ("Property 1")  
N8 14 1 0719E ("Property 2")

**THIS INDENTURE** made the 24<sup>th</sup> day of September in the year of our Lord two thousand twenty-two (2022), but effective only as of the 29<sup>th</sup> day of September in the year of our Lord two thousand twenty-two (2022)

**BETWEEN CITY OF BETHLEHEM**, a Pennsylvania municipal corporation and third class city in the Commonwealth of Pennsylvania (hereinafter called the "**Grantor**"), of the one part, and **BETHLEHEM LANDFILL COMPANY** (f/k/a Eastern Waste of Bethlehem, Inc.), a Delaware corporation (hereinafter called the "**Grantee**"), of the other part,

**WHEREAS**, Grantor and Eastern Waste of Bethlehem, Inc., a Delaware corporation, are parties to an Option Agreement dated July 17, 1998 (the "**Option Agreement**") recorded in the Office of the Recorder of Deeds of Northampton County, Pennsylvania (the "**Recorder's Office**") on July 20, 1998 as Instrument No. 1998028073 in Miscellaneous Book Volume 1998-1, Page 093410 for certain real property more particularly described therein and known as Parcel Nos. N8 14 2 0719E and N8 14 1 0719E; and

**WHEREAS**, Eastern Waste of Bethlehem, Inc. changed its name to IESI PA Bethlehem Landfill Corporation on July 12, 1999 by filing with the Secretary of State of Delaware (the "**Secretary**") a Restated Certificate of Incorporation; and

**WHEREAS**, IESI PA Bethlehem Landfill Corporation changed its name to Bethlehem Landfill Company, *i.e.*, the Grantee, on June 8, 2018 by filing with the Secretary a Certificate of Amendment of Certificate of Incorporation; and



**WHEREAS**, Grantee has exercised its rights under the Option Agreement, and this conveyance is occurring upon the terms set forth in the Option Agreement;

**NOW THEREFORE, WITNESSETH** that the said Grantor for and in consideration of the sum of Ten Thousand Dollars (\$10,000.00) lawful money of the United States of America and other good and valuable consideration, unto it well and truly paid by the said Grantee, at or before the sealing and delivery hereof, the receipt whereof is hereby acknowledged, has granted, bargained and sold, released and confirmed, and by these presents does grant, bargain and sell, release and confirm unto the said Grantee, its successors and assigns,

**ALL THAT CERTAIN** lot or piece of ground more particularly described on Exhibit "A" attached hereto and made a part hereof.

**UNDER AND SUBJECT**, nevertheless, to restrictions, covenants, easements and conditions of record, to the extent valid and enforceable and still applicable to the above described premises.

**TOGETHER** with all and singular the improvements, ways, streets, alleys, passages, driveways, waters, water-courses, rights, liberties, privileges, hereditaments and appurtenances, whatsoever unto the hereby granted premises 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 it, the said Grantor, as well at law as in equity, of, in, and to the same.

**TO HAVE AND TO HOLD** the said lots or pieces of ground above described, with the hereditaments and premises hereby granted, or mentioned and intended so to be, with the appurtenances, unto the said Grantee, its successors and assigns, to and for the only proper use and behoof of the said Grantee, its successors and assigns forever.

**UNDER AND SUBJECT**, as aforesaid.

**AND** the said Grantor, for itself, its successors and assigns, does covenant, promise and agree, to and with the said Grantee, its successors and assigns, by these presents, that it, the said Grantor and its successors, all and singular the hereditaments and premises hereby granted or mentioned and intended so to be, with the appurtenances, unto the said Grantee, its successors and assigns, against it, the said Grantor and its successors, and against all and every person and persons whomsoever lawfully claiming or to claim the same or any part thereof, by, from or under them or any of them, shall and will, subject as aforesaid, **WARRANT** and forever **DEFEND**.

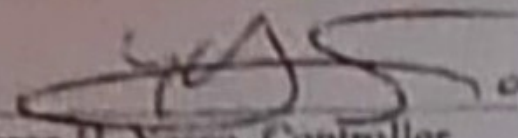
[Signature page follows]

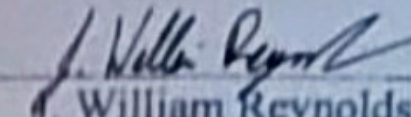


IN WITNESS WHEREOF, the party of the first part hereunto has caused these presents to be duly executed by its authorized officers, with its corporate seal hereunto affixed, the day and year first above written.

ATTEST:

CITY OF BETHLEHEM

  
George H. Yasso, Controller

BY:   
William Reynolds, Mayor

(SEAL)

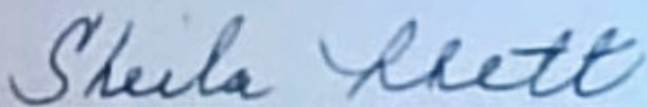
COMMONWEALTH OF PENNSYLVANIA

:  
:SS

COUNTY OF NORTHAMPTON

On this, the 26<sup>th</sup> day of September 2022, before me, a Notary Public in and for the State and County aforesaid, the undersigned officer, personally appeared J. William Reynolds, who acknowledged himself to be the Mayor of City of Bethlehem, a Pennsylvania municipal corporation and City of the Third Class, and that he, as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the City by himself as such officer.

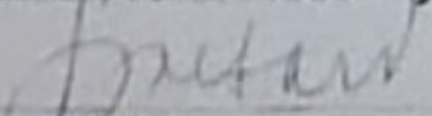
IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

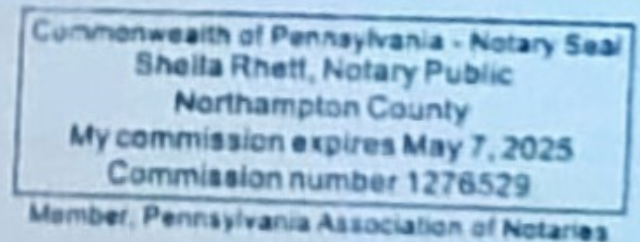
  
NOTARY PUBLIC

My Commission Expires: MAY 7, 2025

The address of the above named Grantee is:

Bethlehem Landfill Company  
Attn: Tax Department  
3 Waterway Square Place, Suite 110  
The Woodlands, Texas 77380 - 3488

  
On behalf of the Grantee





## EXHIBIT "A"

### **LEGAL DESCRIPTION FOR FORMER REDINGTON PROPERTY (PROPERTY 1)**

ALL THAT CERTAIN tract of land situate in Lower Saucon Township, Northampton County, Pennsylvania, bounded and described in accordance with Boundary Survey of the Bethlehem Landfill prepared by Martin and Martin Incorporated dated 7/26/21 and last revised 9/18/21, as follows, to wit:

Beginning at an existing iron pin along the North side of Riverside Drive; thence along the North side of Riverside Drive N 60°36'18" E a distance of 337.57' to an existing rail monument; thence along the North side of Riverside Drive thence N 50°55'57" E a distance of 367.66' to an existing rail monument; thence across Riverside Drive N 46°43'43" E a distance of 418.47' to an existing iron pin on the South side of Riverside Drive; thence along the South side of Riverside Drive N 36°59'17" E a distance of 302.24' to an existing iron pin; thence continuing along the South side of Riverside Drive N 33°49'44" E a distance of 678.55' to a point along lands now or formerly of RZB, LLC; thence along lands now or formerly of RZB, LLC S 57°50'45" E a distance of 941.41' to an existing iron pin at lands now or formerly of Bruce & Ginger Petrie; thence along lands now or formerly of Bruce & Ginger Petrie S 56°42'20" E a distance of 736.81' to an existing rail monument; thence continuing along said lands S 07°48'00" E a distance of 2188.25' to an existing iron pin along lands now or formerly of Bethlehem Landfill Company; thence along lands now or formerly of Bethlehem Landfill Company S 89°58'54" W a distance of 1981.45' to a point along lands now or formerly of IESI PA Bethlehem Landfill Corporation; thence along lands now or formerly of IESI PA Bethlehem Landfill Corporation N 10°24'59" W a distance of 256.01' to an existing iron pin at lands now or formerly of the City of Bethlehem; thence along lands now or formerly of the City of Bethlehem N 02°13'49" W a distance of 395.81' to a point; thence continuing along lands now or formerly of the City of Bethlehem N 49°49'52" W a distance of 1453.37 to an existing iron pin; which is the point of beginning, having an area of 5,940,137 square feet, 136.3668 acres.

BEING, as to Property 1, the same premises that were conveyed to City of Bethlehem by Bethlehem Steel Corporation by Deed dated April 24, 1991 and recorded in the Recorder's Office on May 30, 1991 in Deed Book 830 Page 479 et seq.

**AND**

### **LEGAL DESCRIPTION FOR FORMER HELMS PROPERTY (PROPERTY 2)**

ALL THAT CERTAIN tract of land situate in Lower Saucon Township, Northampton County, Pennsylvania, bounded and described in accordance with Boundary Survey of the Bethlehem Landfill prepared by Martin and Martin Incorporated dated 7/26/21 and last revised 9/18/21, as follows, to wit:

Beginning at an existing iron pin along the North side of Riverside Drive; thence crossing Riverside Drive and along lands now or formerly of the City of Bethlehem S 49°49'52" E a distance of 1453.37 to a point; thence continuing along lands now or formerly of the City of Bethlehem S



02°13'49" E a distance of 395.81' to an existing iron pin; thence along lands now or formerly of IESI PA Bethlehem Landfill Corporation S 82°57'22" W a distance of 1708.03' to an existing iron pin; thence continuing along lands now or formerly of IESI PA Bethlehem Landfill Corporation N 47°07'42" W a distance of 231.00' to an existing iron pin; thence along said lands S 77°07'49" W a distance of 676.45' to an existing iron pin; thence continuing along said lands S 77°33'27" W a distance of 808.25' to an existing P.K. Nail in Rock along lands now or formerly of Bushkill Valley Motorcycle Club, Inc.; thence along lands now or formerly of Bushkill Valley Motorcycle Club, Inc. N 07°27'46" W a distance of 165.06' to an existing iron pin; thence continuing along said lands N 66°29'46" E a distance of 1249.01' to a point in a stone row at lands now or formerly of Pennsylvania Power and Light Company; thence along lands now or formerly of Pennsylvania Power and Light Company N 37°25'29" W a distance of 341.22' to an existing iron pin along the South side of Riverside Drive; thence along Riverside Drive N 46°19'02" E a distance of 206.72' to an existing iron pin; thence along said road with a curve turning to the right with an arc length of 457.45', with a radius of 1339.70', with a chord bearing of N 56°19'26" E, with a chord length of 455.23' to an existing iron pin; thence continuing along said road N 63°19'21" E a distance of 550.40' to an existing iron pin; thence crossing over Riverside Drive N 24°23'55" W a distance of 20.56' to an existing iron pin; thence along the North side of Riverside Drive N 65°48'45" E a distance of 283.86' to an existing iron pin; which is the point of beginning, having an area of 2,695,959 square feet, 61.8907 acres.

**EXCEPTING FROM THE ABOVE DESCRIPTION OF PROPERTY 2:**

**DENNIS M. & CHRISTINE E. HAHN, TRACT 1, LOT 1**

Beginning at an existing iron pin along the South side of Riverside Drive; thence along the South side of Riverside Drive N 68°17'36" E a distance of 119.97' to an existing iron pin along the Western side of Chestnut Street; thence along the Western side of Chestnut Street S 49°10'05" E a distance of 134.60' to an existing iron pin; thence S 68°18'39" W a distance of 182.24' to an existing iron pin along lands now or formerly of Ryan X. Mass & Desiree A. Reuss-Flowers; thence along lands now or formerly of Ryan X. Mass & Desiree A. Reuss-Flowers N 21°36'52" W a distance of 119.38' to an existing iron pin along the South side of Riverside Drive; which is the point of beginning, having an area of 18,042 square feet, 0.4142 acres.

**DENNIS M. & CHRISTINE E. HAHN, TRACT 1, LOT 2**

Beginning at an existing iron pin along the Western side of Chestnut Street; thence S 49°16'53" E a distance of 135.13' to an existing iron pin along the Northern side of Centre Street; thence along the Northern side of Centre Street S 68°13'44" W a distance of 250.86' to an existing iron pin; thence leaving the Northern side of Centre Street N 21°40'32" W a distance of 119.94' to an existing iron pin; thence N 68°15'16" E a distance of 188.24' to an existing iron pin along the Western side of Chestnut Street; which is the point of beginning, having an area of 26,321 square feet, 0.6043 acres.

**RYAN X. MASS & DESIREE A. REUSS-FLOWERS**

Beginning at an existing iron pin along the South side of Riverside Drive; thence along lands now or formerly of Dennis M. & Christine E. Hahn S 21°36'52" E a distance of 119.38' to an existing iron pin; thence S 68°07'00" W a distance of 119.57' to an existing iron pin; thence N 21°33'30" W a distance of 119.47' to an existing iron pin along the South side of Riverside Drive; thence



along the South side of Riverside Drive N 68°09'39" E a distance of 119.45' to an existing iron pin along the South side of Riverside Drive; which is the point of beginning, having an area of 14,272 square feet, 0.3276 acres.

**BEING**, as to Property 2, the same premises that were conveyed to City of Bethlehem by Michael L. Helms, David L. Helms, Mary W. Helms VanStone and Deborah E. Helms by Deed dated December 31, 1991 and recorded in the Recorder's Office on August 17, 1992 in Deed Book 871 Page 479 et seq.