THIS INDENTURE is made the day of , 1997, by and between , having its principal offices at , PARTY OF THE FIRST PART, (hereinafter called the Grantor), and the TOWNSHIP OF BETHLEHEM, a municipal corporation organized and existing as a first class township pursuant to the laws of the Commonwealth of Pennsylvania and having its municipal offices located at 2740 Fifth Street, Bethlehem, PA 18020, PARTY OF THE SECOND PART, (hereinafter called the Grantee).

WITNESSETH

That the said Grantor, for and in consideration of the advantage to it accruing as well as for divers and other considerations affecting the public welfare which it seeks to advance, 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 Grantee, its successors and assigns, all that certain lot or piece of land situate in the Township of Bethlehem, County of Northampton, Commonwealth of Pennsylvania, and being more fully shown on Exhibit "A" attached hereto and made a part hereof.

BEING PARTIAL INTEREST IN THE PROPERTY WITH THE NORTHAMPTON COUNTY UNIFORM PARCEL IDENTIFIER: MAP BLOCK LOT

TO HAVE AND TO HOLD the said lot or piece of ground above described unto the same Grantee, its successors and assigns, to and for the only proper use and behoof of the said Grantee, its successors and assigns forever, as and for a public street and highway and any and all other public purposes, including utility lines and the conveyance of stormwater, to the same extent and with the same effect as if the said street had been opened by a decree of the Court of Common Pleas of the County of Northampton, Commonwealth of Pennsylvania, after proceedings duly had for that purpose under and in pursuance of the laws of the Commonwealth of Pennsylvania relating to public streets.

And the said Grantor, its successors and assigns, by these presents, covenants, promises and agrees to and with the said Grantee, its successors and assigns, that neither the Grantor, nor its successors and assigns, shall nor will at any time hereafter, ask, demand, recover or receive of or from the Grantee, its successors and assigns, any sum or sums of money as and for damages for or by reason of the physical grading and paving of said streets.

And the said Grantor, for itself, its successors and assigns, does by these presents further covenant, promise and agree to and with the Grantee, its successors and assigns, that they, the said Grantor, and its successors and assigns, the said lot of ground above-described unto the said Grantee, its successors and assigns, against them, the said Grantor, its successors and assigns, and against all and every person and persons whomsoever lawfully claiming or to claim the same or any part thereof, by, from or under it or them or any of them shall and will warrant and forever defend.

IN WITNESS WHEREOF, and intending to be legally bound hereby, the said Grantor has caused this indenture to be duly executed the day and year first above written.

ATTEST:

[name of corporation]

By:

I hereby certify that the precise address of the Grantee is 2740 Fifth Street, Bethlehem, PA 18020-3454.

COMMONWEALTH OF PENNSYLVANIA : : SS: COUNTY OF NORTHAMPTON :

On this, the day of, 1997, before me, a Notary Public, in and for the said County and Commonwealth, personally appeared , who acknowledged himself to be [the President] of [corporation name] a Pennsylvania Corporation, and that he, as such [President], being authorized to do so, executed the forgoing instrument for the purposes therein contained by signing the name of the corporation by himself as such [President].

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

Notary Public