Title:
AN ORDINANCE OF THE COUNTY COUNCIL OF NORTHAMPTON COUNTY AUTHORIZING THE PURCHASE OF APPROXIMATELY 5.64 ACRES OF REAL PROPERTY BY THE COUNTY OF NORTHERN PENNSYLVANIA IN UPPER MOUNT BETHEL TOWNSHIP, PENNSYLVANIA FROM JANICE M. REIMER

WHEREAS, Northampton County Home Rule Charter Section 602(a)(6) provides that the Northampton County Council shall enact an ordinance for any act which conveys, leases, purchases or authorizes the conveyance, lease or purchase of any real estate property of the County; and

WHEREAS, on May 14, 2019, the Parks, Recreation and Open Space Advisory Board provided a recommendation for Northampton County to purchase (fee simple acquisition) the Reimer property, located in Upper Mount Bethel Township, of approximately 5.64 acres, to be approved by the Northampton County Council.

WHEREAS, on June 13, 2019, Northampton County Council was requested to authorize the County Executive to enter into an Agreement of Sale, with Ms. Janice M. Reimer to purchase approximately 5.64 acres of real property located in Upper Mount Bethel Township, County of Northampton, Commonwealth of Pennsylvania, as more fully described in a Deed recorded in the Office of the Recorder of Deeds of Northampton County, Pennsylvania (Deed Book Volume 203-1 Page 217331) also known as Northampton County Parcel Number C10.5 19 in consideration of Twenty-eight Thousand Two Hundred and NO/100 dollars ($28,200).

NOW THEREFORE, BE IT HEREBY ORDAINED AND ENACTED by the Northampton County Council that it does hereby authorize the County Executive to enter into an Agreement of Sale to purchase approximately 5.64 acres located in Upper Mount Bethel Township for $28,200 from Ms. Janice M. Reimer in accordance with the Agreement of Sale which is attached hereto and made a part hereof as Exhibit "A".
This ordinance was advertised on the _____ day of ________ 2019 and was adopted by the Northampton County Council on the ________ day of ________ 2019.

ATTEST:

______________________________    ______________________________
Linda M. Zembo                 Ronald R. Heckman
Clerk to Council               County Council President

______________________________
Lamont G. McClure
County Executive

(J:\2019\bills\b-reamer property)
AGREEMENT OF SALE

THIS AGREEMENT OF SALE made this 23rd day of May, 2019, is between Janice M. Reimer at (the “Seller”), an adult individual with an address at 402 Johnsonville Road, Bangor, PA 18013-5453 and, THE COUNTY OF NORTHAMPTON (the “Buyer”), a Pennsylvania municipal corporation with an address at 669 Washington Street, Easton, PA 18042.

WITNESSETH:

1. Agreement to Sell and Purchase. Seller agrees to sell and convey to Buyer, and Buyer agrees to purchase the following property (collectively, the “Property”), upon the terms and conditions contained herein: ALL THAT CERTAIN tract or lot of land situate in Upper Mount Bethel Township, Northampton County, Pennsylvania, as more fully described in a Deed recorded in the Office of the Recorder of Deeds of Northampton County, Pennsylvania (the “Recorder’s Office”) at Volume 2003-1 Page 217331 (a true and correct copy of which is attached hereto marked Exhibit “A” is incorporated herein by this reference), also known as Northampton County Parcel No. C10-5-19, which the parties believe contains approximately 5.64 acres of land, more or less.

2. Purchase Price. The purchase price for the Property (the “Purchase Price”) shall be Twenty Eight Thousand Two Hundred and NO/100 ($28,200) Dollars.

3. Payment of Purchase Price. The Purchase Price shall be payable by Buyer as follows:

   (a) At the Closing (as hereinafter defined), upon delivery of the Deed and the performance by Seller of all of Seller’s obligations hereunder, the balance of the Purchase Price by certified check, or title company check, or cashier’s check or treasurer’s check.

4. Review Period

   (a) The Buyer shall have a period of ninety (90) days until 5:00 PM, prevailing Eastern Time, after agreement is executed (the “Review Period”) within which to (i) conduct its own tests, studies and inspections of the Property including, without limitation, surveys, title reports, soil tests and borings, environmental studies, tests and inspections and any and all other tests,
tests and borings, environmental studies, tests and inspections and any and all other tests, inspections and studies that the Buyer deems necessary or desirable (collectively, the “Buyer’s Studies”), and (ii) determine the suitability and feasibility of the Property for Buyer’s intended use.

(b) During the Review Period the Buyer and its agents and designees shall have access to the Property in order for the Buyer and its agents and designees to inspect the Property and conduct the Buyers studies; provided, however, the Buyer shall, following its conduct of the Buyers studies, restore the Property to its condition as existed immediately prior to the conduct thereof and the Buyer shall indemnify, defend and hold the Seller harmless from any injuries or damages incurred as a result of the conduct of Buyer’s Studies. Buyers obligations to restore the Property, and to indemnify, defend and hold Seller harmless shall, notwithstanding anything to the contrary, survive termination of this Agreement. If Buyer fails or refuses to perform its obligation to restore the Property, Seller may perform such work at Buyer’s expense, and Buyer covenants and agrees to reimburse Seller within thirty (30) days after receipt of Seller’s demand for payment. Buyer, and the persons performing Buyer’s Studies on behalf of Buyer, shall not disclose the information, the results, or any reports relating to Buyer’s Studies to any governmental entities or third parties; PROVIDED, HOWEVER, that if Buyer terminates this Agreement pursuant to Section 4(c) by reason of the unacceptability to Buyer of the results of the Buyer’s Studies, Buyer shall furnish to Seller a copy of such reports within five (5) business days after a request by Seller. Buyer shall not perform any activities on the Property other than those expressly authorized herein. Buyer shall not assign or sublicense any right granted hereby.

(c) If the Buyer’s Studies are unacceptable to the Buyer, or if the Buyer determines, in its sole and absolute discretion, that the Property is not suitable for its purposes, then, at any time prior to 5:00 p.m. prevailing Eastern Time on the final day of the Review Period, the Buyer may elect to terminate this Agreement by so notifying the Seller, whereupon the Deposit shall be immediately refunded to the Buyer and, thereafter, the parties shall be relieved of all further liability under this Agreement. If, however, the Buyer does not elect to terminate this Agreement at or before the expiration of the Review Period, then the Buyers option to terminate this Agreement, as set forth in this Paragraph, shall expire and shall on longer be applicable.
5. **Council Approval Contingency.** This Agreement and Buyer's obligation are subject to the requirements of Section 13.15(c) of the Northampton County Administrative Code. The parties agree that this contract shall not bind the County nor shall this contract become lawful, unless and until the Agreement is approved by Northampton County Council. Seller and Buyer agree that Buyer's obligations under this Agreement are contingent upon approval of this Agreement by Northampton County Council. If County Council approval is not obtained by **August 30, 2019,** Buyer shall, by written notice to Seller, terminate this Agreement and this Agreement shall be void and of no further force and effect and the parties shall be relieved of all further liability under this Agreement."

6. **Closing.** Closing under this Agreement (the “Closing”) shall be made by Buyer on or before **September 30, 2019,** or on such earlier date as Buyer shall, by written notice to Seller, specify as the Closing date. Closing shall occur at the Northampton County Government Center, 669 Washington Street, Easton, PA 18042, or at such other location as Buyer and Seller shall agree. The date on which Closing occurs is herein referred to as the “Closing Date.”

7. **Conveyance and Title.** Conveyance shall be by special warranty deed to Buyer. Title shall be a good and marketable fee simple title, free and clear of all liens, claims, restrictions, covenants and encumbrances other than those (if any) that are acceptable to Buyer in its sole discretion (the “Permitted Encumbrances”), and shall be insurable as such at regular rates by a title insurance company selected by Buyer (the “Title Company”).

8. **Defects in Title.** In the event that a good and marketable title, as provided in the previous paragraph, cannot be given by Seller to Buyer, Buyer may accept the title without insurance or subject to exceptions or Buyer may, by written notice to Seller, terminate this Agreement, Seller shall reimburse the Buyer for reasonable title search, engineering, environmental and other inspection and due diligence costs Buyer has incurred, and this Agreement shall be null and void.
9. **Apportionments.** Real estate taxes shall be apportioned between the parties as of the Closing on a fiscal year basis. All sewer rent, water rent and other utility charges (if any) shall be apportioned as of the Closing Date on the basis of the current term.

10. **Expenses.** The costs and expenses of sale and conveyance shall be borne by the parties as follows:
   
   (a) All realty transfer taxes, interest and penalties shall be divided and paid one-half (1/2) by Buyer and one-half (1/2) by Seller.
   
   (b) All other expenses of this transaction and of the conveyance contemplated by this Agreement shall be paid by the party incurring them.

11. **Deed and Possession of Property.** Seller shall deliver to Buyer the Deed and possession of the Property, free of all tenancies, at Closing.

12. **Seller's Representations and Warranties.** To induce Buyer to enter into this Agreement and to complete the Closing, Seller makes the following representations and warranties, which are all true and correct as of the date of this Agreement, and shall all be true and correct at and as of the Closing:

   (a) Seller is an adult individual under no legal disability.

   (b) Seller has the legal right, power and authority to enter into this Agreement and perform all of its obligations hereunder.

   (c) This Agreement constitutes, and the documents to be delivered by Seller pursuant to this Agreement will constitute, valid, legal and binding obligations of Seller, enforceable in accordance with their respective terms, covenants and conditions. There are no claims, defenses or offsets to the validity of or enforceability against Seller of this Agreement and the documents to be delivered pursuant hereto.

   (d) Seller has not received any notice of any condemnation proceeding or other proceeding in the nature of eminent domain with respect to the Property.

   (e) No lease, license or similar right exists with respect to any part of the Property or interest therein, which will not be terminated by Seller at or prior to the Closing.
(f) No assessments for public improvements have been made against the Property, which remain unpaid, and all such assessments which have been or could be levied for public improvements ordered, commenced or completed have been paid in full by Seller.

(g) No notices have been issued and served upon the Seller or upon the Property from or by any constituted authority concerning the making of any required alterations, repairs or corrections of any condition or act affecting the Property which remain uncomplied with or unpaid.

(h) There is no action, suit or proceeding pending, or to the knowledge of Seller, threatened against or affecting Seller or the Property or any portion thereof relating to or arising out of the ownership, management or operation of the Property, in any court or by any federal, state, county or municipal department, commission, board, bureau or agency or other governmental instrumentality.

(i) There is no proceeding pending for the increase or decrease of the assessed valuation of all or any portion of the Property.

(j) Execution of all documents relating to this purchase transaction and the full and complete performance of the provisions hereof will not violate or result in any breach of, or constitute a default under any agreement, indenture, mortgage, loan or credit agreement or other instrument to which Seller is a party, or by which Seller is bound. Seller is not in default under any note, evidence of indebtedness, lease, contract, license, undertaking or other agreement where the liability thereunder might adversely affect Seller’s ability to perform its obligations under this Agreement.

(k) There are no agreements with governmental authorities, agencies, utilities or quasi-governmental entities which affect the Property.

(l) Seller represents and warrants, to the best of its knowledge information and belief, that:

(i) the Property is not contaminated with any Hazardous Substance;

(ii) Seller has not caused or permitted and will not cause or permit the release of any Hazardous Substance on the Property;

(iii) there are no asbestos or polychlorinated biphenyls ("PCB’S") on the Property;

(iv) there are no underground storage tanks on the Property;
(v) the Property and all operations and activities on, at or about the Property comply and have at all times complied with all applicable Environmental Law(s);

(vi) by acquiring the Property, Buyer will not incur or be subjected to any “superfund” or other obligation or liability for the cleanup, removal or remediation of any Hazardous Substance from the Property or any liability, cost or expense for the removal of any asbestos, PCB’s or underground storage tank from the Property;

(vii) the Property is not subject to any federal, state or local “superfund” or other lien, proceeding, claim, liability or action, or the threat or likelihood thereof, for the cleanup, removal or remediation of any Hazardous Substance from the Property or from any other real property owned or controlled by Seller or in which Seller has any interest, legal or equitable;

The terms “release” and “removal” as used herein shall have the meanings set forth in paragraphs (14), (22) and (23), respectively, of Title 42 U. S. C. §9601. The term “Environmental Law(s)” means any present and future federal, state and local laws, statutes, ordinances, rules, regulations and the like, as well as common law, relating to protection of human health or the environment, relating to Hazardous Substances, relating to liability for or costs of other actual or threatened danger to human health or the environment. The term “Environmental Law(s)” includes, but is not limited to, the following statutes, as amended, any successor thereto, and any regulations promulgated pursuant thereto, and any state or local statutes, ordinances, rules, regulations and the like addressing similar issues: the Comprehensive Environmental Response, Compensation and Liability Act; the Emergency Planning and Community Right-to-Know Act; the Hazardous Substances Transportation Act; the Resource Conservation and Recovery Act (including but not limited to Subtitle I relating to underground storage tanks); the Solid Waste Disposal Act; the Clean Water Act; the Clean Air Act; the Toxic Substances Control Act; the Safe Drinking Water Act; the Occupational Safety and Health Act; the Federal Water Pollution Control Act; the Federal Insecticide, Fungicide and Rodenticide Act; the Endangered Species Act; the National Environmental Policy Act; the River and Harbors Appropriation Act; and the Pennsylvania Hazardous Sites Cleanup Act. The term “Environmental Law(s)” also includes, but is not limited to, any present and future federal, state and local laws, statutes ordinances, rules, regulations and the like, as well as common law: conditioning transfer of property upon a negative declaration or other approval of a governmental authority of the environmental condition of the Property; requiring notification or disclosure of Releases of Hazardous Substances or other
environmental condition of the Property to any Governmental Authority or other Person, whether or not in connection with transfer of title to or interest in property; imposing conditions or requirements in connection with permits or other authorization for lawful activity; relating to nuisance, trespass or other causes of action related to the Property; and relating to wrongful death, personal injury, or property or other damage in connection with any physical condition or use of the Property. The term “Hazardous Substances” includes but is not limited to any and all substances (whether solid, liquid or gas) defined, listed, or otherwise classified as pollutants, hazardous wastes, hazardous substances, hazardous materials, extremely hazardous wastes, or words of similar meaning or regulatory effect under any present or future Environmental Laws or that may have a negative impact on human health or the environment, including but not limited to petroleum and petroleum products, asbestos and asbestos-containing materials, polychlorinated biphenyls, lead, radon, radioactive materials, flammables and explosives, mold, mycotoxins, microbial matter and airborne pathogens (naturally occurring or otherwise), but excluding substances of kinds and in amounts ordinarily and customarily used or stored in similar properties for the purposes of cleaning or other maintenance or operations and otherwise in compliance with all Environmental Laws. The term “superfund” as used herein means the Comprehensive Environmental Response, Compensation and Liability Act, as amended, being Title 42 U.S.C. § 6901 et seq., as amended, and any similar state statute or local ordinance applicable to the Property, including, without limitation, Section 103 of the Pennsylvania Hazardous Sites Cleanup Act and all rules and regulations promulgated, administered and enforced by any governmental agency or authority pursuant thereto. The term “underground storage tank” as used herein shall have the same meaning and definition as set forth in paragraph (1) of 42 U. S. C. § 6991.

13. Buyer's Representations and Warranties. To induce Seller to enter into this Agreement and to complete the Closing, Buyer makes the following representations and warranties, which are all true and correct as of the date of this Agreement, and shall all be true and correct at and as of the Closing:

(a) Organization. Buyer is duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation.
(b) **Power and Authority.** Buyer has the legal right, power and authority to enter into this Agreement and perform all of its obligations hereunder, subject to Council Approval as set forth in Section 6.

(c) **No Conflicts.** Subject to Council Approval as set forth in Section 5, the execution and delivery of this Agreement and the performance of Buyer of its obligations hereunder have been duly authorized by all requisite corporate or other similar action, and will not conflict with, or result in a breach of, any of terms, conditions and provisions of the Articles of Incorporation or Bylaws (or similar governing documents) of Buyer, and will not conflict with, or result in a breach of, any law, regulation, order, judgment, writ, injunction or, decree of any court or governmental instrumentality to which Buyer is a party, or by which Buyer is bound, or to which Buyer or any portion of Buyer’s property is subject.

(d) **Enforceability.** Subject to Council Approval as set forth in Section 5: (i) this Agreement constitutes a legal, valid and binding obligation of Buyer, enforceable in accordance with its terms, covenants and conditions, and (ii) there are no claims, defenses or offsets to the validity of or enforceability against Buyer of this Agreement.

14. **Indemnity by Seller and Specific Remedies of Buyer.** Seller agrees to indemnify, defend and hold Buyer harmless from and against, and to reimburse Buyer with respect to, any and all claims, demands, causes of action, losses, judgments, damages, liabilities, costs and expenses (including reasonable attorney’s fees and court costs) asserted against or incurred by Buyer by reason of or arising out of:

(a) a breach of any representation or warranty of Seller set forth in this Agreement; or

(b) the failure of Seller to perform any obligation or covenant required by this Agreement to be performed by Seller.

All of Seller’s representations, warranties and covenants shall survive Closing and delivery of the Deed. Notwithstanding any provision of this Agreement to the contrary, the remedy of indemnity pursuant to this paragraph, and Buyer’s remedies at law, may be inadequate in the case of any breach by Seller of its representations, warranties and obligations under this Agreement, and Seller agrees that Buyer shall be entitled to equitable relief and the remedy of specific enforcement with respect thereto.
15. **Condition of the Property.** Seller acknowledges and understands that Buyer is entering into this Agreement with the intent, and for the purpose, of preserving the wild, natural, and scenic character of the Property. Seller accordingly covenants and agrees that at all times after Seller’s execution of this Agreement and until the Closing, Seller will not, and will not authorize or license third parties to, disturb the wild, natural, and scenic character of the Property.

16. **No Subsequent Leases or Liens, Etc.** From and after the date of this Agreement, the Seller shall not enter into or grant, or permit to be entered into or granted, any liens, claims, encumbrances, security interests, easements, mortgages, deeds of trust or any other document, agreement or item which affects possession of or title to the Property without the prior written consent of the Buyer, except for leases or licenses which are freely terminable by the Lessor/Licensor, without penalty or cost, on not more than one (1) months’ notice.

17. **Third Party Brokerage.** Seller and Buyer hereby represent and warrant to each other that the transaction contemplated by this Agreement has been brought about by themselves as principals, and neither had dealt with any broker or finder in connection with the Property or with the transaction contemplated by this Agreement. Each agrees to indemnify, save harmless and defend the other from and against all claims, losses, liabilities and expenses, including reasonable attorney’s fees, arising out of any claim made by any broker, finder or other intermediary claiming by or through the indemnifying party. The provisions of this paragraph shall survive the Closing.

18. **Condemnation.** In the event that prior to the Closing a portion of the Property is condemned for public purposes, whether such condemnation be of a right of way or fee title to the land condemned, Buyer may, by written notice to Seller, terminate this Agreement. In the event of any such termination, the Down Payment and all interest thereon shall be immediately paid to Buyer, neither party shall have any further claim against the other, and this Agreement shall be deemed null and void. Seller covenants and agrees immediately to notify Buyer in writing of the receipt of any notice of any taking of any portion of the Property for public purposes and to provide Buyer with a copy of such notice and of all pertinent information known to Seller. Buyer shall be entitled to obtain and keep all condemnation awards for any taking of the Property which occurs.
Down Payment and all interest thereon shall be immediately paid to Buyer, neither party shall have any further claim against the other, and this Agreement shall be deemed null and void. If Buyer does not elect to terminate this Agreement, then, subject to all of the terms and covenants of this Agreement, including, but not limited to, the conditions precedent to Buyer’s obligations hereunder, this Agreement shall remain in full force and effect and at the Closing the Purchase Price shall not be abated, but Seller shall assign to Buyer all of Seller’s rights to insurance proceeds in respect of the casualty loss.

20. **Notices.** All notices and requests hereunder shall be in writing and shall be deemed to have been given or made if delivered in person; or by electronic mail transmission (including any PDFs sent by electronic mail); or by nationally recognized overnight courier service providing positive tracking of items (for example, Federal Express) with instructions to deliver the next business day; or by certified mail, return receipt requested. Notices delivered in person shall be deemed given immediately upon delivery; notices given by electronic mail transmission shall be deemed given upon confirmation of receipt; notices by nationally recognized overnight courier service shall be deemed given one (1) business day after sending; and notices given by certified mail, return receipt requested shall be deemed given five (5) days after mailing. Notices shall be addressed as follows (or at such other address of which Seller or Buyer shall have given notice as herein provided), or in the case of notices by electronic mail transmission shall be given to the following email address, as the case may be:

If to the Seller: JANICE M. REIMER

If to the Buyer: COUNTY OF NORTHAMPTON

21. **Default by Buyer.** In the event that the Seller is ready, willing and able to perform under this Agreement and there is a default or breach by the Buyer, then Seller shall, as its sole and exclusive remedy, have the right to terminate this Agreement and to retain the Down Payment as liquidated damages, whereupon this Agreement shall be of no further force and effect and the parties shall be relieved of all further liability under this Agreement.
21. **Default by Buyer.** In the event that the Seller is ready, willing and able to perform under this Agreement and there is a default or breach by the Buyer, then Seller shall, as its sole and exclusive remedy, have the right to terminate this Agreement and to retain the Down Payment as liquidated damages, whereupon this Agreement shall be of no further force and effect and the parties shall be relieved of all further liability under this Agreement.

22. **Default by Seller.** In the event that the Buyer is ready, willing and able to perform under this Agreement and there is a default or breach by Seller, or if Seller fails or refuses to proceed to a Closing hereunder, Buyer shall have, as its sole and exclusive remedies, the right to pursue specific performance to enforce the terms of this Agreement (but not to recover damages for the breach of this Agreement), or the right to terminate this Agreement and recover the Down Payment, whereupon this Agreement shall be of no further force and effect and, thereafter, the parties shall be relieved of all further liability under this Agreement.

23. **Time of Essence.** It is agreed by the parties that time shall be of the essence of all provisions of this Agreement, unless extended by mutual consent in writing.

24. **Entire Agreement.** This Agreement constitutes the entire contract between the parties hereto, and there are no other understandings, representations or warranties, oral or written, relating to the subject matter hereof which are not set forth herein.

25. **Amendment.** This Agreement may not be changed, modified or amended, in whole or in part, except in writing signed by all parties.

26. **Binding Effect.** This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective heirs, personal representatives, successors and assigns.

27. **Meaning of Terms.** Whenever used in this Agreement, the singular shall include the plural, the plural shall include the singular, and the use of any gender shall be applicable to all genders. Any reference to Seller shall include a reference to each Seller.
Deadline”). If Seller does not accept this Agreement by execution and return on or before the Acceptance Deadline Buyer’s offer is automatically revoked without further action or notice. This Agreement shall become effective and binding only upon execution and delivery of this Agreement by Seller and Buyer. This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be deemed an original, and all of which shall constitute one and the same Agreement. Facsimile signatures, electronic signatures and/or signatures delivered by email in PDF format shall be considered to be fully binding and shall carry the same weight as original signatures when executing this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed the day and year first above written, intending to be legally bound hereby.

WITNESS:

SELLER:

JANICE M. REIMER

BUYER:

THE COUNTY OF NORTHAMPTON

ATTEST:

SECRETARY

BY:

LAMONT MCCLURE
COUNTY EXECUTIVE
This Deed,
Made the 11th day of June in the year Two Thousand Three.

Between

JENNIE REIMER, widow, of the Township of Upper Mt. Bethel, Northampton County, Commonwealth of Pennsylvania

GRANTORS

AND

WILLIAM REIMER and JANICE M. REIMER, his wife, of the Township of Upper Mt. Bethel, Northampton County, Commonwealth of Pennsylvania,

GRANTEE

Witnesseth That in consideration of Seven Hundred ($700.00) Dollars, in hand paid; the receipt of which is hereby acknowledged, the grantor does hereby grant and convey to the said grantee,

ALL THOSE CERTAIN lots, pieces or parcels of land situate in the Township of Upper Mt. Bethel, County of Northampton, Commonwealth of Pennsylvania, bounded and described as follows to wit:

BEGINNING at a corner in a line of land of John Welser, South one and a quarter degrees West three chains to a corner; thence by land of Jacob H. Beck North seventy-seven and a half degrees East nine chains and eighty-two links to a corner; thence by lands of Christian Reimer North five degrees West two chains and ninety links to a corner; thence by land of William Stier South seventy-seven and a half degrees West nine chains and fifty-two links to the place of Beginning. Containing two acres and eighty-two hundredth of an acre.

ALSO, all that certain messuage and tenement, tract or piece of land lying and being in the Township of Upper Mount Bethel in the County of Northampton and Commonwealth of Pennsylvania, bounded and described as follows, to-wit:
BEGINNING at a chestnut tree, corner of land of Harrison Shannon; thence along line of land of Jacob H. Beck, north seventy-eight degrees and a quarter east, thirty-nine perches and two-tenths and eight hundredths to a stake in land of Samuel Beck; thence along said land north seven degrees and three quarters west eleven perches and eight tenths, to a stake; thence along land of the estate of William G. Stier, deceased, south seventy-eight degrees and a quarter west, thirty-eight perches and six one-hundredths to a corner in a pond; thence through and across said pond and along the division line of land of the said Harrison Shannon, south three degrees and a quarter east, eleven and eighty-eight one-hundredths perches, to the place of beginning. Containing two acres and one hundred and thirty-two square perches as per H.J. Miller's survey, dated May 2nd, 1891.

It being the same premises which William Reimer and Grace Reimer, his wife, by; Deed dated August 6, 1959, and recorded in the Office for the Recording of Deeds In and for Northampton County at Easton, Pennsylvania, in Deed Book Volume 110, Page 378, granted and conveyed to Paul Reimer and Jennie Reimer, his wife. Paul Reimer having departed this life January 4, 1997.

Being Northampton County Parcel Identifier No.C10-5-19

TOGETHER with all and singular the improvements, ways, waters, water-course, rights, liberties, privileges, hereditaments and appurtenances whatsoever thereunto belonging or in anywise appertaining, and the reversions and remainders, rents, issues, and profits thereof; and all the estate, right, title, interest, property, claim and demand whatsoever of the said parties of the first part, in law, equity, or otherwise, howsoever, in and to the same and every part thereof.

To have and to hold the said hereditaments and premises hereby granted, or mentioned, and intended so to be, with the appurtenances, unto the said parties of the second part, their heirs and assigns, to and for the only proper use and behoof of the said parties of the second part, their heirs and assigns forever.
And the said parties of the first part, for themselves, their heirs, executors and administrators, do by these presents covenant, grant and agree to and with the said parties of the second part, their heirs and assigns; that they the said parties of the first part, their heirs all and singular the hereditaments and premises herein above described and granted, or mentioned, and intended so to be, with the appurtenances, unto the said parties of the second part, their heirs and assigns, against them the said parties of the first part, and their heirs, and against all and every other person or persons whomsoever, lawfully claiming or to claim the same or any part thereof, by, from or under him, her, them or any of them Shall and Will Warrant and Forever Defend.

This transfer is tax exempt as it is a transfer from Mother to Son:

[Stamp and signature]

I hereby CERTIFY that this document is recorded in the Recorder's Office of Northampton County, Pennsylvania.
And the grantor, does hereby warrant specially the property hereby conveyed,

In Witness Whereof, the grantor has set forth her hand and seal the day, month and year set forth above.

Signed, Sealed and Delivered in the presence of,

\[\boxed{\text{Jennie Reimer}}\]

STATE OF PENNSYLVANIA

COUNTY OF NORTHAMPTON

On this the 11th day of June, 2003, before me, the undersigned officer personally appeared the above named Jennie Reimer in due form of law acknowledged the above INDENTURE to her act and deed and desired the same be recorded as such.

\[\text{Carol A. Creamer}\]

WITNESS my hand and notarial seal the day, month and year above.

I hereby certify that the address of the grantee is 402 Johnsonville Road, Bangor, Pennsylvania 18013-5453.