

# COUNTY OF NORTHAMPTON

RECORDER OF DEEDS  
NORTHAMPTON COUNTY GOVERNMENT CENTER



Andrea F. Suter - Recorder  
Dorothy J. Edelman - Lead Deputy  
Barbara L. Manieri - Deputy



**AFFIDAVIT FILED**

Book - 2024-1 Starting Page - 64152

\*Total Pages - 14

Instrument Number - 2024007628  
Recorded On 4/18/2024 At 11:07:48 AM

NCGIS Registry UPI Certification  
On April 18, 2024 By EAB

- \* Instrument Type - DEED
- Invoice Number - 1081168
- \* Grantor - CUMINGS, SUSAN H
- \* Grantee - INDUSTRIAL ARCHIVES & LIBRARY
- User - JMKE
- \* Customer - COMMONWEALTH LAND TITLE PHILADELPHIA COMMERCIAL - 1700

**\* FEES**

|                       |             |
|-----------------------|-------------|
| STATE TRANSFER TAX    | \$14,569.35 |
| STATE WRIT TAX        | \$0.50      |
| JCS/ACCESS TO JUSTICE | \$40.25     |
| RECORDING FEES        | \$31.00     |
| AFFORDABLE HOUSING    | \$14.02     |
| AFFORDABLE HOUSING -  | \$2.48      |
| ADMIN FEE             |             |
| COUNTY RECORDS        | \$2.00      |
| IMPROVEMENT FEE       |             |
| DEEDS RECORDS         | \$3.00      |
| IMPROVEMENT FEE       |             |
| UPI CERTIFICATION FEE | \$10.00     |
| BETHLEHEM AREA        | \$7,284.68  |
| SCHOOL REALTY TAX     |             |
| BETHLEHEM CITY        | \$7,284.67  |
| TOTAL PAID            | \$29,241.95 |

**\*RECORDED BY:**  
COMMONWEALTH LAND TITLE PHILADELPHIA  
COMMERCIAL - 1700 MARKE  
1700 MARKET ST STE 2110  
PHILADELPHIA, PA 19103

I hereby CERTIFY that this document is recorded in the Recorder's Office Of Northampton County, Pennsylvania



*Andrea F. Suter*

Andrea F. Suter  
Recorder of Deeds

THIS IS A CERTIFICATION PAGE  
**Do Not Detach**  
THIS PAGE IS NOW THE FIRST PAGE  
OF THIS LEGAL DOCUMENT

Book: 2024-1

Page: 64152



\* - Information denoted by an asterisk may change during the verification process and may not be reflected on this page.

Prepared By:

Lawrence B. Fox, Esquire



Return To:

Commonwealth Land Title Insurance Company



File No. PHI240497

GIS PIN 4963-05-5415-4234

TAX ID M6-18-1-0204

**DEED**

THIS INDENTURE made the 16<sup>th</sup> day of April in the year of our Lord two thousand and twenty-four (2024) and is effective as of April 17, 2024

BETWEEN SUSAN H. CUMINGS (hereinafter referred to as the "Grantor"),

AND

INDUSTRIAL ARCHIVES & LIBRARY, a Pennsylvania nonprofit corporation (hereinafter referred to as the "Grantee"),

WITNESSETH that the said Grantor, for and in consideration of the sum of One and 00/100 (\$1.00) Dollar, lawful money of the United States of America, well and truly paid by the said Grantee unto the Grantor at and before the sealing and delivery hereof, the receipt whereof is hereby acknowledged, has granted, bargained, sold, released and confirmed, and by these presents does grant, bargain, sell, alien, release and confirm unto the said Grantee, its successors and assigns:

ALL THOSE TWO (2) CERTAIN contiguous parcels of land with the buildings and improvements thereon erected situate in the City of Bethlehem, County of Northampton and Commonwealth of Pennsylvania, and being more particularly bounded and described on Exhibit "A" attached hereto and made a part hereof (collectively, the "Premises").

BEING THE SAME PREMISES which Bank of America, N.A., Susan H. Cumings, and Marnie Cumings, Co-Executors of the Estate of George A. Hurd, Jr., Deceased, by Deed dated March 4, 2015, and recorded in the Office of the Recorder of Deeds in and for Northampton County in Deed Book Volume 2015-1, Page 56892, did grant and convey unto Susan H. Cumings.

**TOGETHER** with all and singular the buildings, improvements, ways, streets, alleys, driveways, passages, waters, watercourses, 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 the said Grantor, in law as well as in equity, or otherwise, howsoever, of, in, and to the same and every part thereof.

**TO HAVE AND TO HOLD** the said lots or pieces of ground described on Exhibit "A" attached hereto, together with the buildings and improvements thereon erected, hereditaments and premises hereby granted, or mentioned and intended so to be, with the appurtenances, unto the said Grantee, and the Grantee's successors and assigns, to and for the only proper use and behoof of the said Grantee, and the Grantee's successors and assigns forever.

**UNDER AND SUBJECT**, to those certain restrictive covenants set forth on Exhibit "B" attached hereto.

**AND** the said Grantor, for herself and her heirs, executors, administrators, and assigns does by these presents covenant, grant and agree, to and with the said Grantee, its successors and assigns, that she, the said Grantor and her heirs, executors, administrators, and assigns, all and singular the hereditaments and premises hereinabove described and 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 her heirs, executors, administrators 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 any of them, shall and will, **WARRANT and DEFEND**.

**SIGNATURE PAGE FOLLOWS**

IN WITNESS WHEREOF, the Grantor has hereunto set her hand and seal the date and year first above written.

WITNESS:

*Lawrence B. Fox*

*Susan H. Cumings*  
SUSAN H. CUMINGS

COMMONWEALTH OF PENNSYLVANIA :

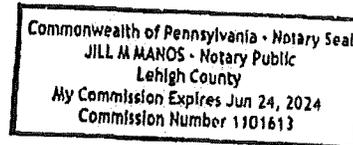
: SS

COUNTY OF LEHIGH :

On this 16th day of April, 2024, before me, a Notary Public, in and for the said County and State, personally appeared Susan H. Cumings, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that she executed the same for the purposes therein contained.

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

*Jill M Manos*  
NOTARY PUBLIC



The address of the within-named Grantee is:

18 West 4<sup>th</sup> Street  
Bethlehem, PA 18015 -1604

  
On behalf of Grantee *President*

**EXHIBIT "A"**

**LEGAL DESCRIPTION**

**For APN/Parcel ID(s): M6-18-1-0204**

---

ALL THOSE TWO CERTAIN contiguous parcels of land, with the improvements thereon erected, situate in the City of Bethlehem, County of Northampton, and Commonwealth of Pennsylvania, and being more particularly bounded and described as follows, to wit:

**PARCEL No. 1:**

BEGINNING at a point in the center line of Santee Mill Road, said point being west of the Macadam Driveway leading to the main house; then (1) along remaining lands of George P. Kingsley, Jr., and Archibald J. Kingsley, South 03 degrees 45 minutes 13 seconds West 50.69 feet to a point; thence (2) along the same, South 37 degrees 34 minutes 58 seconds East 164.91 feet to a point; thence (3) along the same, South 26 degrees 57 minutes 23 seconds West 71.19 feet to a point; thence (4) along the same, South 88 degrees 48 minutes 43 seconds West 561.95 feet to a point; thence (5) along the same, South 61 degrees 15 minutes 43 seconds West 40.51 feet to a point; thence (6) along the same, North 81 degrees 20 minutes 31 seconds West 108.13 feet to a point; thence (7) along the same North 01 degrees 48 minutes 12 seconds East 183.29 feet to a point; thence (8) along the same, South 86 degrees 28 minutes 24 seconds West 366.58 feet to a point; thence (9) along the same, South 79 degrees 26 minutes 51 seconds West 491.77 feet to a point; thence (10) along the same, North 13 degrees 27 minutes 39 seconds West 219.97 feet to a point in the center line of the aforementioned Santee Mill Road; thence (11) along the centerline of said Santee Mill Road, North 75 degrees 43 minutes 42 seconds East 399.63 feet to a point; thence (12) along the same, North 78 degrees 12 minutes 09 seconds East 89.26 feet to a point; thence (13) along the same, North 80 degrees 21 minutes 12 seconds East 54.67 feet to a point; thence (14) along the same, North 87 degrees 01 minutes 38 seconds East 59.78 feet to a point; thence (15) along the same, South 85 degrees 28 minutes 27 seconds East 66.60 feet to a point; thence (16) along the same, South 84 degrees 22 minutes 27 seconds East 210.66 feet to a point; thence (17) along the same, South 82 degrees 44 minutes 00 seconds East 67.21 feet to a point; thence (18) along the same, South 77 degrees 35 minutes 26 seconds East 81.84 feet to a point; thence (19) along the same, South 73 degrees 43 minutes 46 seconds East 112.15 feet to a point; then (20) along the same, South 74 degrees 38 minutes 50 seconds East 53.17 feet to a point; thence (21) along the same, South 78 degrees 09 minutes 58 seconds East 72.45 feet to a point; thence (22) along the same, South 80 degrees 00 minutes 00 seconds East 295.49 feet to a point in the centerline of said Santee Mill Road, the place of BEGINNING; CONTAINING approximately 9.6134 acres of land, more or less.

**PARCEL No. 2**

ALL THAT CERTAIN tract or parcel of land known as Parcel #1 -B as shown on the plan titled Property Line Survey of Lands of George P. Kingsley, Jr., Archibald J. Kingsley and Kassie Kingsley, in the City of Bethlehem, Northampton County, Pennsylvania, as prepared by Heikki K. Elo, Consulting Engineers of Easton, PA, dated August 18, 1969, and last revised January 9, 1975, bounded and described as follows:

BEGINNING at a point in Santee Mill Road, said point being in line with lands now or formerly of Floyd R. Best; thence along lands of Floyd R. Best, South 00 degrees 18 minutes 08 seconds East, a distance of 1010.46 feet to a concrete monument, said monument being a common corner of lands known as Parcel #2 on the aforementioned Survey Plan; thence along lands known as Parcel #2 the following two courses: (1) North 88 degrees 53 minutes 28 seconds West, a distance of 1035.00 feet to a concrete monument; (2) South 01 degrees 06 minutes 32 seconds West, a distance of 65.95 feet to a concrete monument, said monument being a common corner with lands now or formerly of Hettie Schnabel; thence along said lands of Hettie Schnabel the following two courses: (1) North 89 degrees 30 minutes 30 seconds West, a distance of 480.11 feet to an iron pin; (2) North 88 degrees 15 minutes 10 seconds West, a distance of 664.01 feet to a point, said point being located in Allonah Road; thence in and along Allonah Road the following five courses: (1) North 22 degrees 26 minutes 56 seconds West, a distance of 145.92 feet to an iron pin; (2) North 03 degrees 38 minutes 40 seconds West, a distance of 168.69 feet to a point; (3) North 03 degrees 18 minutes 31 seconds West, a distance of 448.50 feet to a point; (4) North 06 degrees 45 minutes 57 seconds East, a distance of 218.98 feet to a point; (5) North 20 degrees 19 minutes 57 seconds East, a distance of 120.14 feet to an iron pin; thence in and along Santee Mill Road the following two courses: (1) North 46 degrees 45 minutes 57 seconds East, a distance of 116.22 feet to a point; (2) North 73 degrees 40 minutes 57 seconds East, a distance of 98.91 feet to a point, said point being in line with lands known as Parcel 1-A on the aforementioned Survey Plan; thence along said Parcel 1-A the following ten courses: (1) South 13 degrees 27 minutes 39 seconds East, a distance of 219.97 feet to a point; (2) North 79 degrees 26 minutes 51 seconds East, a distance of 491.77 feet to a point; (3) North 86 degrees 28 minutes 24 seconds East, a distance of 366.58 feet to a point; (4) South 01 degree 48 minutes 12 seconds West, a distance of 193.29 feet to a point; (5) South 81 degrees 20 minutes 31 seconds East, a distance of 106.13 feet to a point; (6) North 61 degrees 15 minutes 43 seconds East, a distance of 40.51 feet to a point; (7) North 88 degrees 48 minutes 43 seconds East, a distance of 561.95 feet to a point; (8) North 26 degrees 57 minutes 23 seconds East, a distance of 71.19 feet to a point; (9) North 37 degrees 34 minutes 58 seconds West, a distance of 164.91 feet to a point; (10) North 03 degrees 45 minutes 13 seconds East, a distance of 50.69 feet to a point, said point being located in Santee Mill Road; thence in and along Santee Mill Road the following four courses: (1) North 80 degrees 00 minutes 00 seconds West, a distance of 16.00 feet to a point; (2) North 63 degrees 42 minutes 52 seconds East, a distance of 23.20 feet to a point; (3) South 74 degrees 23 minutes 30 seconds East, a distance of 377.02 feet to a point; (4)

South 74 degrees 23 minutes 30 seconds East, a distance of 124.40 feet to a point, the place of BEGINNING; CONTAINING approximately 52.1980 acres of land, more or less.

Being the same premises which Bank of America, N.A.; Susan H. Cumings, and Marnie Cumings, Co-Executors of the Estate of George A. Hurd, Jr., deceased, by Deed dated 3/24/2015 and recorded 4/8/2015 in Northampton County, PA, in Record Book 2015-1 page 56892 conveyed unto Susan H. Cumings, in fee.

**ALSO DESCRIBED AS FOLLOWS:**

April 11, 2024  
Project #1077024.000

**LAND DESCRIPTION**

**2301-2329 SANTEE MILL ROAD**

**ALL THOSE TWO (2) CERTAIN** contiguous parcels of land with the improvements thereon erected, located on the southerly side of Santee Mill Road (33-foot-wide right-of way), and east of Allonah Road (33-foot-wide right-of way), situate in the City of Bethlehem, County of Northampton, and Commonwealth of Pennsylvania, as shown on and described in accordance with the plan entitled Boundary Survey Plan, 2301-2329 Santee Mill Road, BND-1, prepared by Barry Isell & Associates, Inc., dated April 9, 2024, as follows, to wit:

**PARCEL #1**

**BEGINNING** at a point in the center line of Santee Mill Road (33-foot-wide right-of way), said point being West of the Macadam Driveway leading to the main house;  
thence along Parcel 2 as shown on said plan entitled Boundary Survey Plan, 2301-2329 Santee Mill Road, South 06 degrees 33 minutes 58 seconds East, 50.05 feet to a point;  
thence along the same, South 47 degrees 54 minutes 09 seconds East, 164.91 feet to a point;  
thence along the same, South 16 degrees 38 minutes 12 seconds West, 71.19 feet to a point;  
thence along the same, South 78 degrees 29 minutes 32 seconds West, 561.95 feet to a point;  
thence along the same, South 50 degrees 56 minutes 32 seconds West 40.51 feet to a point;  
thence along the same, South 88 degrees 20 minutes 18 seconds West, 106.13 feet to a point;  
thence along the same North 08 degrees 30 minutes 59 seconds West, 193.29 feet to a concrete monument found;  
thence along the same, South 76 degrees 09 minutes 13 seconds West, 366.59 feet to a concrete monument found;  
thence along the same, South 69 degrees 07 minutes 40 seconds West, 491.76 feet to a point;  
thence along the same, North 23 degrees 46 minutes 06 seconds West, passing through a concrete monument found at 203.75 feet, for a total distance of 221.57 feet to a point in the center line of the aforementioned Santee Mill Road;  
thence along the centerline of said Santee Mill Road, North 65 degrees 29 minutes 42 seconds East, 400.16 feet to a point;  
thence along the same, North 67 degrees 58 minutes 19 seconds East, 89.26 feet to a point;  
thence along the same, North 70 degrees 07 minutes 22 seconds East, 54.67 feet to a point;  
thence along the same, North 76 degrees 47 minutes 48 seconds East, 59.78 feet to a point;  
thence along the same, North 84 degrees 17 minutes 43 seconds East, 66.60 feet to a point;  
thence along the same, North 85 degrees 23 minutes 43 seconds East, 210.66 feet to a point;  
thence along the same, North 87 degrees 02 minutes 10 seconds East, 67.21 feet to a point;  
thence along the same, South 87 degrees 49 minutes 16 seconds East, 81.84 feet to a point;  
thence along the same, South 83 degrees 57 minutes 36 seconds East, 112.15 feet to a point;

2301-2329 Santee Mill Road

2

April 11, 2024

thence along the same, South 84 degrees 52 minutes 40 seconds East, 53.17 feet to a point;  
 thence along the same, South 88 degrees 23 minutes 48 seconds East, 72.45 feet to a point;  
 thence along the same, North 89 degrees 46 minutes 10 seconds East, 295.31 feet to a point in the  
 centerline of said Santee Mill Road, the **PLACE OF BEGINNING**.

**CONTAINING** 9.63 acres of land.

**PARCEL #2**

**BEGINNING** at a point in Santee Mill Road (33-foot-wide right-of-way), said point being in line with  
 lands now or formerly of Carlos & Isabel Joao Travares;  
 thence along said lands of Carlos & Isabel Joao Travares, as shown on said plan entitled Boundary  
 Survey Plan, 2301-2329 Santee Mill Road, South 10 degrees 28 minutes 37 seconds East, passing  
 through a concrete monument found at 12.13 feet, for a total distance of 1009.80 feet to an iron pipe  
 found;  
 thence partially along said lands of Carlos & Isabel Joao Travares, and partially along lands now or  
 formerly of AKAL Associates, LLC, South 80 degrees 52 minutes 10 seconds West, passing through  
 an iron pin found at 225.30 feet, for a total distance of 1035.70 feet to a concrete monument found;  
 thence along said lands of AKAL Associates, LLC, South 09 degrees 10 minutes 47 seconds East,  
 65.98 feet to a concrete monument found, said monument being a common corner with lands now or  
 formerly of Linda Villani & Davin Viegas;  
 thence along said lands of Linda Villani & Davin Viegas, South 80 degrees 16 minutes 16 seconds  
 West, 479.45 feet to an iron pipe found under a tree;  
 thence partially along lands now or formerly of Ellen Bench and partially along lands now or formerly  
 of the Revocable Living Trust of Ruth J. Botsford, South 81 degrees 31 minutes 27 seconds West,  
 passing through a concrete monument found at 645.96 feet, for a total distance of 664.80 feet to a  
 point in Altonah Road (33-foot-wide right-of-way);  
 thence in and along said Altonah Road, the following five (5) courses and distances:  
 (1) North 32 degrees 40 minutes 46 seconds West, 145.92 feet to a point;  
 (2) North 13 degrees 52 minutes 30 seconds West, 168.69 feet to a point;  
 (3) North 13 degrees 32 minutes 21 seconds West, 448.50 feet to a point;  
 (4) North 03 degrees 27 minutes 53 seconds West, 218.98 feet to a point;  
 (5) North 10 degrees 06 minutes 07 seconds East, 120.14 feet to a point;  
 thence in and along aforesaid Santee Mill Road, the following two (2) courses:  
 (1) North 36 degrees 32 minutes 07 seconds East, 116.22 feet to a point;  
 (2) North 63 degrees 27 minutes 07 seconds East, 98.38 feet to a point; said point being in line with  
 lands known as Parcel 1 on the aforementioned Boundary Survey Plan;  
 thence along said Parcel 1, the following ten (10) courses:  
 (1) South 23 degrees 46 minutes 06 seconds East, passing through a concrete monument found at  
 17.82 feet, for a total distance of 221.57 feet to a point;  
 (2) North 69 degrees 07 minutes 40 seconds East, a distance of 491.76 feet to a concrete  
 monument found;  
 (3) North 76 degrees 09 minutes 13 seconds East, 366.59 feet to a concrete monument found;  
 (4) South 08 degrees 30 minutes 59 seconds East, 193.29 feet to a point;  
 (5) North 88 degrees 20 minutes 18 seconds East, 106.13 feet to a point;  
 (6) North 50 degrees 56 minutes 32 seconds East, 40.51 feet to a point;  
 (7) North 78 degrees 29 minutes 32 seconds East, 561.95 feet to a point;  
 (8) North 16 degrees 38 minutes 12 seconds East, 71.19 feet to a point;  
 (9) North 47 degrees 54 minutes 09 seconds West, 164.91 feet to a point;  
 (10) North 06 degrees 33 minutes 58 seconds West, 50.05 feet to a point, said point being located in  
 aforesaid Santee Mill Road;  
 thence in and along Santee Mill Road, the following three (3) courses and distances:  
 (1) South 89 degrees 46 minutes 10 seconds West, 15.92 feet to a point;

2301-2329 Santee Mill Road

3

April 11, 2024

(2) North 53 degrees 29 minutes 50 seconds East, 23.20 feet to a point;  
(3) South 84 degrees 36 minutes 22 seconds East, 503.39 feet to a point, the **PLACE OF BEGINNING**.

**CONTAINING** 52.21 acres of land.

**BEING** Northampton County Parcel ID M6-16-1-0204.

**BEING THE SAME PREMISES** which Bank of America, N.A., Susan H. Cumings, and Marrie Cumings, Co-Executors of the Estate of George A. Hurd, Jr., Deceased, by Deed dated March 24, 2015, and recorded in the Office of the Recorder of Deeds in and for Northampton County in Deed Book Volume 2015-1, Page 56893, did grant and convey unto Susan H. Cumings.

**EXHIBIT "B"**

**RESTRICTIVE COVENANTS**

The Grantor and the Grantee do further affirm that the following restrictive covenants shall run with the Premises in perpetuity, and may only be withdrawn or amended by the written mutual consent of both the Grantor, her heirs, executors, administrators or assigns and the Grantee, its successors and assigns, or by Order of Court:

1. The Grantor and the Grantee agree that vehicular parking that currently exists upon Parcel 1 is sufficient to accommodate the employees, researchers and the public accessing the Premises in connection with Grantee's Missions. No additional vehicular parking lots are to be constructed on the Premises, except as may be required to accommodate ten vehicles at each new archival facility as described in Paragraph 3 below.
2. Other than an access road in length and width to conform with City of Bethlehem code requirements for the purposes of providing a road to any of the new state of the art archival facilities as described in Paragraph 3 below, no other roads may be created on Parcel 2. No new roads, either paved or unpaved, are to be constructed upon Parcel 1, except as necessary to access the new archival facilities described in Paragraph 3 below. The Grantor acknowledges that campus pathways between and among buildings and the new archival facilities may be constructed, as well as additional access to existing buildings.
3. No more than three state-of-the-art archival facilities may be built on the Premises where topographically feasible. The facilities shall be architecturally structured so that they blend into the hillside/landscape and are similar in style to the existing large barn and stable presently existing upon the Premises. Vehicular parking not to exceed ten spaces and to be located behind each facility, sufficient to permit employees, researchers, and the public access to the new archival facilities shall be allowed. It shall be the sole responsibility of the Grantee, at the cost of the Grantee, to obtain any required planning and/or zoning permits regarding such construction.
4. No public hunting of animals is to take place upon the Premises; provided, however, appropriate forms of deer management shall be permitted to the extent necessary to meet recognized forest management goals.
5. Except as set forth in Paragraph 3 above, no other buildings or structures are to be constructed upon the Premises; provided, however, repairs and restoration of existing buildings and structures for the Grantee's missions shall be permitted without the Grantor's consent, and any such repair or restoration shall be made pursuant to City of Bethlehem Construction Code standards. Restoration or replacement of such buildings or structures that are damaged by fire, natural disaster, or by the passage of time may be made by the Grantee without the Grantor's consent, provided, however, if total destruction by fire or natural disaster has occurred, then restoration or replacement need not occur. Retrofitting the interiors of both the large barn at 2310 Santee Mill Road and the smaller barn and stables at 2301 Santee Mill Road to accommodate the proper storage of archival materials

shall be permitted as long as such interior changes do not unduly affect the exterior appearance of either building.

6. With the exception of an existing corn crib, the exterior colors and paint schemes utilized upon the existing structures and buildings are to remain unchanged, or as close to the existing colors as possible when repainting occurs. With regard to the corn crib, should it be maintained or rebuilt, it shall be painted the same color as the two German bank barns currently existing on the Premises
7. Exterior lighting of the Premises and/or the structures or buildings shall comply with City of Bethlehem code requirements.
8. Signage (ownership, trail, boundary, private property, parking and any other signs) on both Parcel 1 and Parcel 2 must comply in size and shape with City of Bethlehem Code requirements.
9. Forest management consistent with an approved Forest Stewardship Plan as designed by a recognized authority shall be permitted.
10. The keeping of animals within or in near proximity to the barn, i.e. domestic animals normally associated with agricultural purposes, may be allowed, dependent upon City of Bethlehem restrictions applicable to same.
11. With the exception of the proposed state of the art archival facilities mentioned in Paragraph 3 above, Parcel 2 is to be managed and maintained by the Grantee in perpetuity as undeveloped forested land. Parcel 1 with buildings located thereon is to be managed and maintained for the purpose of the Grantee's Missions.
12. Any outdoor activities or related uses of the Premises and its buildings and structures, including the possible employment of exterior temporary tents, shall comply with the Zoning and Fire Codes of the City of Bethlehem. Zoning remedies including special exceptions or variances may be sought as required.
13. Nothing shall preclude the Grantee from seeking by subdivision to acquire separate tax parcel numbers for Parcel 1 and Parcel 2. Other forms of subdivision of the Premises shall not be permitted. Should the Grantee successfully acquire a separate tax parcel number for Parcel 1 and a separate tax parcel number for Parcel 2, the Grantee may, with the written authorization of the Grantor or its representative, donate Parcel 2 to an environmental conservancy as long as the protections reflected by these Restrictive Covenants are maintained in perpetuity.
14. Should the Grantee cease to exist as a Pennsylvania non-profit corporation, the Grantee will have established prior to any cessation of its operations a relationship with a nonprofit organization willing to accept by uninterrupted transition the responsibilities associated with the perpetual stewardship of the Premises as outlined herein. The costs associated with such a transition, including preparation of a special warranty deed and recordation fees, shall be borne by the Grantee.

For the purpose of these Restrictive Covenants, the following defined terms shall have the following meanings?

- a. "Grantee's Missions" means:
  - i. To serve as a repository for the collection, preservation, storage and organization of various historic materials relating to America's industrial history;
  - ii. To make such materials available to the general public, including through various formats such as, but not necessarily limited to
  - iii. online searchable data bases accessible to the general public, professional researchers, and academic and media organizations, among others;
  - iv. To present exhibitions of such materials on a limited basis for public viewing, including, without limitation, outdoor activities;
  - v. To continue its development and implementation of an oral history program that complements written records with interviews of individuals recognized for their expertise and experience in management and labor practices, which program may be of interest to a broad audience; and
  - vi. To maintain facilities within which to conduct oral history interviews that will be transcribed and made available to the general public.
- b. "Parcel 1" means the portion of the Premises encompassing approximately 9.61 acres as described in Exhibit "A".
- c. "Parcel 2" means the portion of the Premises encompassing approximately 52.19 acres as described in Exhibit "A".

 **pennsylvania**  
BUREAU OF REVENUE (EX) MOD 06-18 (F)

1830019105

RECORDER'S USE ONLY

State Tax Paid: **\$14,569.35**  
Book: \_\_\_\_\_ Page: \_\_\_\_\_  
Instrument Number: \_\_\_\_\_  
Date Recorded: \_\_\_\_\_

**REV-183**  
BUREAU OF INDIVIDUAL TAXES  
PO BOX 280603  
HARRISBURG, PA 17128-0603

**REALTY TRANSFER TAX  
STATEMENT OF VALUE**  
COMPLETE EACH SECTION

**SECTION I TRANSFER DATA**

START Date of Acceptance of Document MM/DD/YYYY **04-17-24**

|  |                  |   |                   |
|--|------------------|---|-------------------|
| Grantor(s)/Lessor(s)<br>Susan H. Cumings | Telephone Number | Grantee(s)/Lessee(s)<br>Industrial Archives & Library | Telephone Number  |
| Mailing Address                          |                  | Mailing Address                                       |                   |
| City                                     | State            | ZIP Code  | State<br>PA       |
|  |                  |   | ZIP Code<br>18015 |

**SECTION II REAL ESTATE LOCATION**

|   |                                      |
|---|--------------------------------------|
| Street Address<br>2329 Santee Mill Road | City, Township, Borough<br>Bethlehem |
| County<br>Northampton                   | School District                      |
|   | Tax Parcel Number<br>M8-18-1-0204    |

**SECTION III VALUATION DATA**

Was transaction part of an assignment or relocation?  YES  NO

|  |  |                                     |
|--|--|-------------------------------------|
| 1. Actual Cash Consideration<br>1.00   | 2. Other Consideration<br>+ 0.00       | 3. Total Consideration<br>= 1.00    |
| 4. County Assessed Value<br>282,900.00 | 5. Common Level Ratio Factor<br>x 5.15 | 6. Computed Value<br>= 1,456,935.00 |

**SECTION IV EXEMPTION DATA - Refer to instructions for exemption status.**

|  |   |   |
|--|---|---|
| 1a. Amount of Exemption Claimed<br>\$ 0.00 | 1b. Percentage of Grantor's Interest in Real Estate<br>100% % | 1c. Percentage of Grantor's Interest Conveyed<br>100% % |
|--|---|---|

2. Fill in the Appropriate Oval Below for Exemption Claimed.
- Will or intestate succession. \_\_\_\_\_ (Name of Decedent) \_\_\_\_\_ (Estate File Number)
  - Transfer to a trust. (Attach complete copy of trust agreement and all amendments.)
  - Transfer from a trust. (Attach complete copy of trust agreement and all amendments.)
  - Transfer between principal and agent/straw party. (Attach complete copy of agency/straw party agreement.)
  - Transfers to the commonwealth, the U.S. and instrumentalities by gift, dedication, condemnation or in lieu of condemnation. (If condemnation or in lieu of condemnation, attach copy of resolution.)
  - Transfer from mortgagor to a holder of a mortgage in default. (Attach copy of mortgage and note/assignment.)
  - Corrective or confirmatory deed. (Attach complete copy of the deed to be corrected or confirmed.)
  - Statutory corporate consolidation, merger or division. (Attach copy of articles.)
  - Other (Provide a detailed explanation of exemption claimed. If more space is needed attach additional sheets.)

**SECTION V CORRESPONDENT INFORMATION - All inquiries may be directed to the following person:**

Name  
Joseph F. Kessler, Esq., Dilworth Paxson LLP

Under penalties of law, I declare that I have examined this statement, including accompanying information, and to the best of my knowledge and belief, it is true, correct, and complete.

Signature of Correspondent or Responsible Party *Joseph F. Kessler* Date MM/DD/YYYY 04/17/2024

FAILURE TO COMPLETE THIS FORM PROPERLY OR ATTACH REQUESTED DOCUMENTATION MAY RESULT IN THE RECORDER'S REFUSAL TO RECORD THE DEED.



1830019105

1830019105

Reset Entire Form

TOP OF PAGE

PAGE 1

NEXT PAGE