



CITY OF BETHLEHEM
OFFICE OF THE CITY SOLICITOR

INTER-OFFICE MEMORANDUM

To: Rachel Leon, Council President
From: Matthew J. Deschler, Assistant Solicitor
Re: Authorizing Deed for 8 Mechanic Street
Date: April 10, 2026

Enclosed for Council's review and action is a proposed resolution authorizing the Mayor and Controller to execute a deed to the property at 8 Mechanic Street, Bethlehem, PA 18015, from the City, as grantor, to the City, as grantee, to include certain covenants restricting such property to recreational uses, which covenant shall run in favor of the Pennsylvania Department of Conservation and Natural Resources and Northampton County. Imposing the restrictive covenants on the property at 8 Mechanic Street, which abuts the South Bethlehem Greenway, will enable those same restrictive covenants, originally imposed on the entire Greenway in 2008, to be removed from certain sections of the Greenway so that those sections may be leased for purposes of stimulating and integrating commercial development along the Greenway. In essence, the property at 8 Mechanic Street, which will remain under City ownership, will be incorporated into the Greenway and will serve as a "land bank" that can be utilized to replace sections of the Greenway, both now and in the future, from which the restrictive covenants may be removed.

A handwritten signature in black ink that reads "Matt J. Deschler".

Matthew J. Deschler
Assistant Solicitor

Cc: J. William Reynolds
Laura Collins
John F. Spirk, Jr.

RESOLUTION NO. 2026-_____

Authorization For Deed Execution

BE IT RESOLVED by the Council of the City of Bethlehem that the Mayor and the Controller and/or such other City officials as deemed appropriate by the City Solicitor, are hereby authorized to execute a deed to the property at 8 Mechanic Street, Bethlehem, PA 18015, from the City, as grantor, to the City, as grantee, to include certain covenants restricting such property to recreational uses, which covenants shall run in favor of the Pennsylvania Department of Conservation and Natural Resources and Northampton County, and such other agreements and documents as are deemed by the City Solicitor to be necessary and/or related thereto.

Sponsored by /s/ _____

/s/ _____

ADOPTED by Council this _____ day of _____, 2026.

/s/ _____

President of Council

ATTEST:

/s/ _____

City Clerk

Prepared By: City of Bethlehem Solicitor's Office
And 10 East Church Street
Return To: Bethlehem, PA 18018
610-865-7011

Tax Parcel: P6SE1A-13-1 0204 (8 Mechanic St., Bethlehem)

DEED

THIS INDENTURE made the _____ day of _____, in the Year of Our Lord Two Thousand and Twenty-Six (2026),

BETWEEN CITY OF BETHLEHEM, a municipal corporation and city of the Third Class, of the City of Bethlehem, County of Northampton, Commonwealth of Pennsylvania (hereinafter referred to as the GRANTOR), Party of the First Part,

- A N D -

CITY OF BETHLEHEM, a municipal corporation and city of the Third Class, of the City of Bethlehem, County of Northampton, Commonwealth of Pennsylvania (hereinafter referred to as the GRANTEE), Party of the Second Part.

WITNESSETH that the said Grantor for and in consideration of the sum of ONE AND NO/100 (\$1.00) DOLLARS lawful money of the United States of America unto the Grantor 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, and the Grantee's heirs, successors and assigns,

ALL THAT CERTAIN tract or parcel of land described as follows:

BEGINNING at a point on the westerly side of Adams Street distant forty feet (40') southwardly from the northwest corner of Mechanic and Adams Streets; thence extending South four degrees four minutes West (S. 4° 04' W.) along the westerly side of Adams Street a distance of sixty nine and ten one-hundredths feet (69.10') to a point on the northerly right of way line of the Reading Company; thence extending westwardly along the northerly right of way line of the Reading Company, along a curve, curving to the right, having a radius of one thousand nine hundred nine and seventy three one-hundredths feet (1909.73'), the chord of which having a bearing of North seventy four degrees fifty eight minutes thirteen seconds West (N. 74° 58' 13" W.) and length of three

hundred and fourteen and thirty-one one-hundredths feet (314.31'), an area distance of three hundred fourteen and forty eight one-hundredths feet to a point; thence extending North three degrees fifty three minutes fifteen seconds East (N. 3° 53' 15" E.) a distance of nine and ninety one one-hundredths feet (9.91') to a point; thence extending South eighty five degrees forty nine minutes thirty seconds East (S. 85° 49' 30" E.) and being forty feet (40') south of and parallel to the northerly side of Mechanic Street, a distance of three hundred eight and sixty one-hundredths feet (308.60') to the point on the westerly side of Adams Street, the point and place of beginning.

CONTAINING 13,558.49 square feet or 0.3109 acres.

ALSO KNOWN AS Northampton County Tax Parcel Identifier P6SE1A-13-1 0204, 8 Mechanic Street, Bethlehem, Northampton County, Pennsylvania; and

BEING the same premises which Bethlehem Parking Authority, by Deed dated February 19, 2021 and recorded in the Office for the Recording of Deeds, in and for Northampton County, Pennsylvania, in Deed Book Volume 2021-1, Page 91816 granted and conveyed unto Grantor.

TOGETHER with all and singular the buildings and improvements, ways, streets, alleys, passages, waters, watercourses, rights, liberties, privileges, hereditaments and appurtenances, whatsoever thereunto 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, in law or in equity, or otherwise howsoever, of, in, and to the same and every part thereof.

TO HAVE AND TO HOLD the said lot or piece of ground above described, with the buildings and improvements thereon erected, hereditaments and premises hereby granted, or mentioned, and intended so to be, with the appurtenances, unto the 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 to any and all conditions, exceptions, reservations, covenants, restrictions, conditions and agreements contained in the chain of title.

UNDER AND SUBJECT TO the following Property Deed Restrictions:

- (1) This property, or interest in property, was either acquired with or donated as a match for funds provided by the Pennsylvania Department of Conservation and Natural Resources ("Department"). The source of the funds is Keystone Recreation, Park and Conservation Fund Act, the act of July 2, 1993 (P.L. 359, No. 50) (32 P.S. §§ 2011 et seq.) ("Act"). This property, or any portion of it, may not be converted to purposes other than those authorized under the Act for property acquired with Department funds. No change of use and no transfer of ownership, control, or interest in this property may occur, and no

encumbrance may be placed on this property, without the written consent of the Department or its successor. The restriction in this paragraph applies to both the surface and subsurface of the property. This restriction has the effect of a covenant running in perpetuity with the land and is binding upon the owner(s) of the property and upon all subsequent owners, successors, and assigns. This restriction is enforceable by the Department and its successors.

- (2) This property, or interest in property, was either acquired with funds provided by the Northampton County 21st Century Open Space Initiative, Northampton County Ordinance Number 423-2004, adopted November 5th, 2004 (The Ordinance along with the regulations and requirements promulgated under the authority of the Ordinance are collectively referred to as the "County Program"). This property, or any portion of it, may not be converted to purposes other than those identified and authorized under the County Program and the Municipal Park Acquisition and Development Program Guidelines, which are incorporated herein by reference and made a part hereof as though the same were more fully set forth at length. In addition, the following restrictions and conditions shall also act as a covenant running with this land pursuant to the County Program: 1) No change of use and no transfer of ownership, control or interest in this property may occur without the written consent of Northampton County; (2) All real estate purchased with County Program funds shall be subject to a deed restriction or conservation easement that permanently prohibits the property from being developed or used for anything except eligible park and recreation purposes; (3) Public access to this land is required; and (4) This restriction is enforceable by the County of Northampton.

THIS IS A DEED BETWEEN A SUBDIVISION OF THE COMMONWEALTH OF PENNSYLVANIA, MADE WITHOUT CONSIDERATION, FOR THE PURPOSE OF CONFIRMING THE LEGAL DESCRIPTION AND THE COVENANT RECITED ABOVE AND IS EXEMPT FROM REALTY TRANSFER TAX PURSUANT TO 61 PA CODE § 91.192(a) AND 61 PA CODE § 191.193(a).

AND the said Grantor, for itself and its Successors, assigns, executors and administrators do covenant, promise, and agree, to and with the said Grantee, its successors and assigns, by these presents, that it, the said Grantor, its successors, assigns, and heirs, 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, assigns, heirs, and against all and every person and persons whomsoever lawfully claiming or to claim the same or any party thereof, by, from, or under it, them, or any of them, shall and will, SUBJECT as aforesaid, WARRANT and forever DEFEND.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK.]

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals. Dated as of the date and year first above written.

ATTEST:

CITY OF BETHLEHEM

City Controller

By: _____ (SEAL)
J. William Reynolds
Mayor

