

AGREEMENT

This Agreement ("Agreement") is made and entered into as of the 14th day of November, 2022 ("Effective Date") by and between **BUSHKILL VALLEY MOTORCYCLE CLUB**, and **BETHLEHEM LANDFILL COMPANY** (individually, a "Party" and collectively, the "Parties").

WITNESSETH:

WHEREAS, Bushkill Valley Motorcycle Club, Inc. ("BV Motorcycle Club") is a Pennsylvania corporation with an address of 1312 Tatamy Road, Easton, PA 18045;

WHEREAS, Bethlehem Landfill Company ("BLC") is a Delaware corporation with a place of business located at 2335 Applebutter Road, Bethlehem, Pennsylvania 18015;

WHEREAS, BV Motorcycle Club is the sole owner in fee simple of 58+/- acres located at 2248 Riverside Drive in Lower Saucon Township, Northampton County, Tax Map Parcel Number N7-18-0719 and described at Deed Book and Page 333-000122 ("BV Motorcycle Club Property");

WHEREAS, BLC owns property and operates a municipal waste landfill ("Landfill") on property adjacent to the BV Motorcycle Property.

WHEREAS, BLC wishes to create a conservation buffer on the northwest side of the Landfill in the area where the BV Motorcycle Club Property is located, on a portion of the BV Motorcycle Club Property; and

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants contained herein and the exchange of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, do hereby agree as follows:

1. **Incorporation.** The recitals set forth above are true and correct and are hereby incorporated by reference into this Agreement as if fully set forth herein.

2. **BV Motorcycle Club Covenants.**

- a. Upon the Effective Date of this Agreement, BV Motorcycle Club agrees to:
 - 1. Refrain from any earth disturbance or tree removal in the Easement Area of the Property (said Easement Area depicted on the Bushkill Valley Motorcycle Club Tract Easement Plan (2 sheets) prepared by Martin & Martin, dated September 2022, attached hereto as Exhibit A, which is incorporated herein), except for the following, upon notice to and approval from BLC, said approval not to be unreasonably withheld or delayed:
 - i. as necessary to maintain and/or replace the Existing Trails and

other existing improvements in the Easement Area depicted on Exhibit A or to make improvements needed for and along the Hill Climb as depicted on Exhibit A; and/or

- ii. as necessary for utilities such as electric, gas, and telephone that are needed to serve its use of the Property as of the Effective Date of this Agreement.

- 2. Refrain from constructing any additional improvements in the Easement Area; although it is permitted to replace any existing improvements in the Easement Area that are depicted on Exhibit A and to make improvements needed for and along the Hill Climb as depicted in Exhibit A; and
- 3. Limit its use of the Easement Area to its use as of the Effective Date of this Agreement, which is riding motorcycles and other off-road recreational vehicles both on and off the Existing Trails identified on Exhibit A and related uses, and public and non-public events, both organized and unorganized, related thereto, and hunting.

- b. Within fifteen (15) days of a request by BLC, execute a Grant of Conservation Easement and Declaration of Restrictive Covenants in substantially the same form as that attached hereto as Exhibit B ("Conservation Easement") and take any and all other necessary action for Lower Saucon Township, the Grantee of the Conservation Easement, to record the Conservation Easement. Upon the recording of the Conservation Easement, BV Motorcycle Club shall be released from the covenants contained in Paragraph 2 herein.

3. **BLC Covenants.** In exchange for the BV Motorcycle Club Covenants set forth in Paragraph 2 herein, BLC agrees to the following:

4. **Notices:** Any notice or demand hereunder shall be made in writing and given (a) by personal delivery, (b) delivery by United States Postal Service certified mail, with postage prepaid and return receipt required, or (c) delivery by a reputable overnight courier at the addresses listed below:

If to Bushkill Valley Motorcycle Club:

Bushkill Valley Motorcycle Club
1312 Tatamy Road
Easton, PA 18045
Attn: Board Chairman

If to Bethlehem Landfill Company:

Bethlehem Landfill
2335 Applebutter Road
Bethlehem, PA 18015
Attn: District Manager

Notices shall be deemed to have been given when received after deposit in the U.S. mail in accordance with the requirements set forth herein or on the date of documented delivery or refusal

to accept same if delivered in person or by overnight courier.

6. **Miscellaneous:**

a. The covenants in Section 2 of this Agreement shall run with the BV Motorcycle Club Property.

b. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which shall be one document. A signature received by electronic mail in "portable document format" (.pdf) or facsimile shall be deemed an original.

c. This Agreement shall not be recorded; however, the Parties agree that the Memorandum and Notice of Covenant attached hereto as Exhibit C, which reflects the covenants contained in Paragraph 2 herein, shall be executed by the Parties and shall be recorded by BLC against the BV Motorcycle Club Property. Upon the recording of the Conservation Easement, the Memorandum and Notice of Covenant shall terminate.

d. This Agreement shall be governed by and construed according to the laws of the Commonwealth of Pennsylvania.

e. This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto, their respective heirs, successors and assigns.

f. This Agreement may be amended or any of its provisions waived only by written agreement of the Parties hereto.

g. In case any one or more of the provisions of this Agreement shall, for any reason, be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement, and this Agreement shall be construed as if such invalid, illegal or unenforceable provisions had never been contained therein.

h. The waiver by either Party of the breach of any provision of this Agreement by the other Party shall not operate or be construed as a waiver of any subsequent breach.

i. This Agreement is an integrated agreement containing the entire understanding among the Parties regarding the matters addressed herein, and, except as set forth in this Agreement, no representations, warranties, or promises have been made or relied upon by the Parties to this Agreement. This Agreement shall prevail over prior communications regarding the matters addressed herein.

g. Each Party hereto represents and warrants that the individual signing this Settlement Agreement on his, her or its behalf is duly authorized to enter into and execute this Agreement and to legally bind such Party to it.

[Signature Page Follows]

IN WITNESS WHEREOF, on the day and year first above written, and intending to be legally bound hereby, the Parties hereto have made and duly executed this Agreement, as set forth below.

BUSHKILL VALLEY MOTORCYCLE CLUB, INC. a Pennsylvania corporation

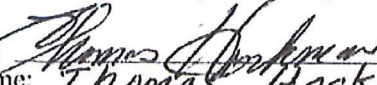
By: Thomas Hockman
Name: Thomas Hockman
Title: Board Chairman
Date: November 3, 2022

BETHLEHEM LANDFILL COMPANY, a Delaware corporation

By: _____
Name: _____
Title: _____
Date: _____

IN WITNESS WHEREOF, on the day and year first above written, and intending to be legally bound hereby, the Parties hereto have made and duly executed this Agreement, as set forth below.

**BUSHKILL VALLEY MOTORCYCLE
CLUB, INC.** a Pennsylvania corporation

By: 
Name: Thomas Hockman
Title: Board Chairman
Date: November 3, 2022

BETHLEHEM LANDFILL COMPANY, a
Delaware corporation

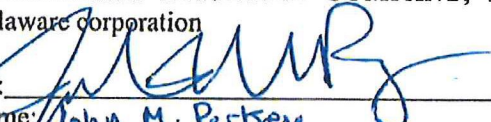
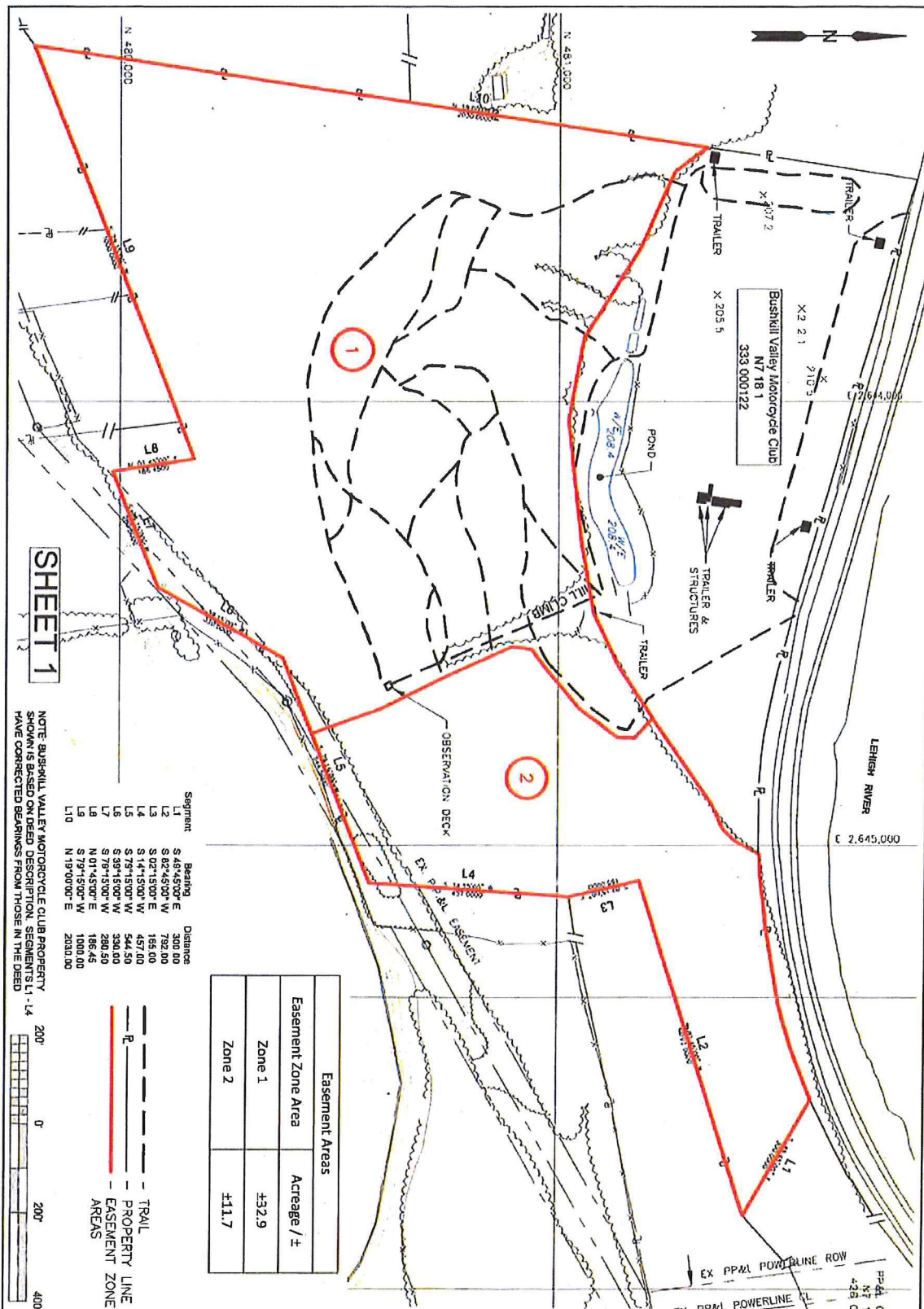
By: 
Name: John M. Perkey
Title: Vice President-Deputy General Counsel
Date: November 14, 2022

EXHIBIT "A"

Easement Plan



SHEET 1

NOTE: BUSHKILL VALLEY MOTORCYCLE CLUB PROPERTY SHOWN IS BASED ON DEED RECORDS. ALL SEGMENTS L1 - L4 HAVE CORRECTED BEARINGS FROM THOSE IN THE DEED.

Segment	Bearing	Distance
L1	S 48°45'00" E	300.00
L2	S 82°45'00" W	792.00
L3	S 02°15'00" E	165.00
L4	S 14°15'00" W	457.00
L5	S 74°15'00" W	544.50
L6	S 39°15'00" W	330.00
L7	S 79°15'00" W	280.50
L8	N 01°45'00" E	186.45
L9	S 79°15'00" W	1000.00
L10	N 19°00'00" E	2203.00

Easement Areas	
Easement Zone Area	Acreage / ±
Zone 1	±32.9
Zone 2	±11.7

MMI martin and martin incorporated
 phone: (717) 264-6759
 37 south main street • suite A
 chambersburg, pennsylvania . 17201

**BUSHKILL VALLEY MOTORCYCLE CLUB TRACT
 EASEMENT PLAN**

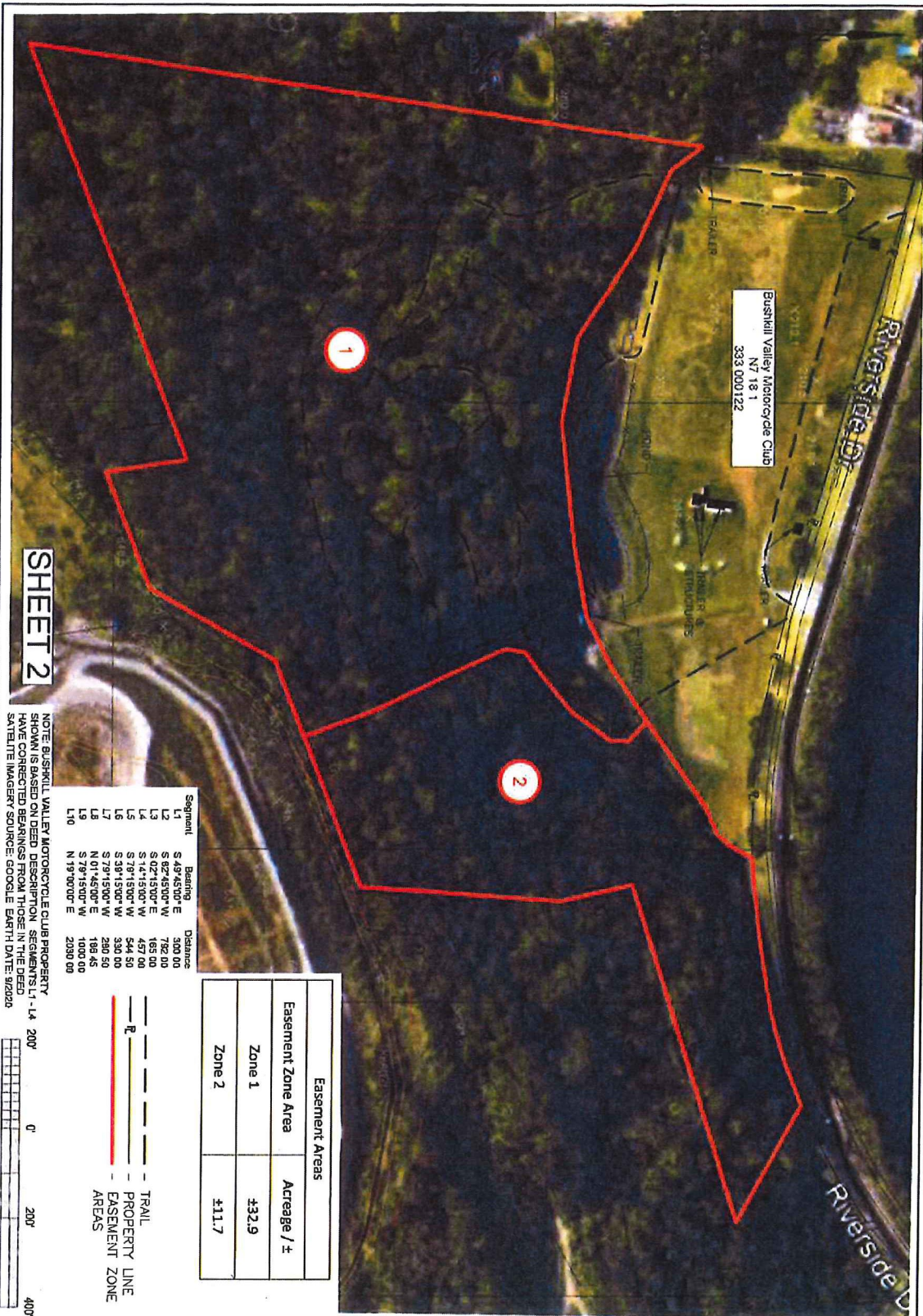
LOWER SAUCUN TWP

NORTHAMPTON CO



Bethlehem Landfill Company
 WASTE CONNECTIONS INC.
 A MEMBER OF BETHLEHEM

Scale: AS SHOWN
 Job # 1162 G
 Date: SEP 1 2022
 By: MSH
 Chk'd: KNB
 1162_BNVWC22-03.dwg



SHEET 2

NOTE: BUSHKILL VALLEY MOTORCYCLE CLUB PROPERTY SHOWN IS BASED ON DEED DESCRIPTION SEGMENTS L1-L4. HAVE CONNECTED BEARINGS FROM THOSE IN THE DEED. SATELLITE IMAGERY SOURCE: GOOGLE EARTH DATE: 9/2020

Segment	Bearing	Distance
L1	S 49°45'00" E	300.00
L2	S 62°45'00" W	792.00
L3	S 62°45'00" W	463.00
L4	S 74°15'00" E	463.00
L5	S 38°15'00" W	544.50
L6	S 38°15'00" W	330.00
L7	S 79°15'00" W	280.50
L8	N 01°45'00" E	188.45
L9	S 79°15'00" W	1000.00
L10	N 19°00'00" E	2030.00

Easement Areas	
Easement Zone Area	Acres / ±
Zone 1	±32.9
Zone 2	±11.7



--- TRAIL
 --- PROPERTY LINE
 --- EASEMENT ZONE AREAS

MMI martin and martin incorporated
 phone: (717) 264-6759 37 south main street • suite A
 chambersburg, pennsylvania . 17201

**BUSHKILL VALLEY MOTORCYCLE CLUB TRACT
 EASEMENT PLAN**

LOWER SAUCON TWP. NORTHAMPTON CO.
Bethlehem Landfill Company
 WASH. CONNECTIONS INC.

Scale: AS SHOWN
 Job # 1162 6
 Date: SEPT 2022
 By: MSH
 Chk'd: KNB
 1162_GBNVC22-03.dwg

EXHIBIT "B"

Grant of Conservation Easement and Declaration of Restrictive Covenants

Prepared by and return to:

Tax Parcel: N7-18-1-0719

**GRANT OF CONSERVATION EASEMENT
AND DECLARATION OF RESTRICTIVE COVENANTS**

2248 Riverside Drive, Lower Saucon Township
Northampton County Tax Map Parcel No. N7-18-1-0719

THIS GRANT OF CONSERVATION EASEMENT AND DECLARATION OF RESTRICTIVE COVENANTS ("Conservation Easement") made this _____ day of _____, in the year 2022 by **BUSHKILL VALLEY MOTORCYCLE CLUB**, having a mailing address of 1312 Tatamy Road, Easton, PA 18045, and its successors and assigns (hereinafter collectively referred to as "Grantor"), in favor of **LOWER SAUCON TOWNSHIP** ("Grantee"), having an address at 3700 Old Philadelphia Pike, Bethlehem PA 18015.

WITNESSETH:

WHEREAS, Grantor is the sole owner in fee simple of certain real property in Northampton County, Pennsylvania, consisting of 58+/- acres, more or less, hereinafter called the "Property" located along at 2248 Riverside Drive in Lower Saucon Township, being further identified as Northampton County Tax Map Parcel Number N7-18-1-0719, which includes the easement area containing 44.9+/- acres, more or less, hereinafter called "Easement Area"; and

WHEREAS, the Easement Area consists of two different zones: Easement Area Zone 1 (32.9+/- acres) ("Zone 1"), and Easement Area Zone 2 (12.0+/- acres) ("Zone 2") (individually, "Easement Zone Area" and collectively, "Easement Zone Areas"); and

WHEREAS, the Easement Area; the Easement Zone Areas; and all buildings, structures, facilities and other improvements, whether temporary or permanent ("Improvements") existing within the Easement Area ("Existing Improvements") are more particularly shown on the two-sheet plan entitled "Bushkill Valley Motorcycle Club Tract Easement Plan" dated ____ and prepared by Martin & Martin, attached hereto and incorporated herein by reference, as "Exhibit A;" and

WHEREAS, the Township is authorized to acquire interests in real property to protect and conserve natural or scenic resources, to protect scenic areas, to preserve sites of historic, geologic or botanic interest, to promote sound, cohesive and efficient land development by preserving open spaces between communities, and for purposes consistent with the terms of the Open Space Lands Acquisition and Preservation Act (the "Conservation Act"), Pa. Stat. Ann. Title 32, Section 5001 et seq; and

WHEREAS, the Property possesses significant natural, scenic, and/or open space values (collectively, "Conservation Values") of great importance to Grantor, Grantee, the residents of Lower Saucon Township, and the people of the Commonwealth of Pennsylvania; the preservation and conservation of which will yield significant public benefit for the reasons herein described: (a) to protect land, habitats and sensitive ecosystems at risk of development; (b) to create permanently protected green space within the area of the Township which will reduce the overall intensive use of the land and its associated negative impacts; (c) to preserve and protect a significant local and regional landscape within the Township; and (d) to meet the objectives of the Lower Saucon Township's Open Space Plan; and

Prepared by and return to:

Tax Parcel: N7-18-1-0719

WHEREAS, Grantor intends, as owner of the Property, to convey to Grantee, the right to preserve and protect the Conservation Values of the Easement Area in perpetuity, while preserving its right to continue its current use of the Property; and

WHEREAS, Grantee agrees by accepting this Conservation Easement to honor the intentions of Grantor stated herein and to preserve and protect, in perpetuity the Conservation Values of the Easement Area for the benefit of this generation and the generations to come; and

WHEREAS, pursuant to the guidelines and criteria of the Lower Saucon Township Open Space Program, Grantor has agreed to convey to the Grantee this Conservation Easement to preserve the Conservation Values of the Easement Area; and

WHEREAS, Grantor is the record owner of the Property and has full authority to execute this Easement.

NOW THEREFORE, in consideration of the above, the payment by Grantee to Grantor of the sum of **ONE DOLLAR AND 00/100** (\$1.00), and the mutual covenants, terms, conditions, and restrictions contained herein, pursuant to the laws of the Commonwealth of Pennsylvania, and intending to be legally bound hereby, Grantor hereby voluntarily grants, agrees, declares and conveys to Grantee a Conservation Easement in perpetuity over the Easement Area of the nature and character and to the extent hereinafter set forth ("Conservation Easement").

1. STATEMENT OF GRANT

Grantor hereby voluntarily, unconditionally and absolutely grants and conveys unto Grantee, its successors and assigns, in perpetuity, a Conservation Easement in Gross and a Declaration of Restrictive Covenants over the Easement Area, as more particularly hereinafter set forth exclusively for the purposes of preserving and protecting the present scenic, natural, and open space values of the Easement Area. Grantee hereby accepts the Conservation Easement and agrees to hold it exclusively for such purposes.

2. PURPOSE

It is the purpose of this Conservation Easement to assure that the Easement Area will be retained in its natural, scenic, forested, open space and/or existing condition and to prevent any use of the Easement Area that will significantly impair or interfere with the Conservation Values. This purpose is hereinafter referred to as the: "Conservation Purposes." Grantor intends that this Conservation Easement will confine the use of the Easement Area to such activities as are consistent with the Conservation Purposes of this Conservation Easement and in compliance with the requirements of the Conservation Act and other local and state protection standards.

3. RIGHTS OF GRANTEE

To accomplish the Conservation Purposes of this Conservation Easement the following rights, subject to the limitations stated herein and in Paragraph 9 below, are conveyed to Grantee, its successors and assigns:

- A. To preserve and protect the Conservation Values of the Easement Area; and
- B. To enter upon the Property, or to designate a third party inspector to enter at reasonable times in order to monitor Grantor's compliance with, and, if applicable, to otherwise enforce the terms of this Conservation Easement provided that such entry shall be upon prior reasonable

Prepared by and return to:

Tax Parcel: N7-18-1-0719

notice to Grantor, and the Grantee shall not unreasonably interfere with Grantor's use and quiet enjoyment of the Property; and

- C. To prevent any activity on or use of the Easement Area that is inconsistent with the purpose of this Conservation Easement and to require the restoration of such areas or features of the Easement Area that may be damaged by any inconsistent activity or use, pursuant to paragraph 9.

4. RESTRICTIONS ON ACTIVITIES, USES AND IMPROVEMENTS

Any activity on or use of the Easement Area inconsistent with the Conservation Purposes of this Conservation Easement is prohibited. Without limiting the generality of the foregoing, the following activities, uses and Improvements are expressly prohibited within the Easement Area as follows:

A. In Zone 1

- 1. Any use other than:
 - a. Grantor's current uses, which are:
 - i. riding motorcycles and other off-road recreational vehicles both on and off the Existing Trails identified on Exhibit A and related uses, and public and non-public events, both organized and unorganized, related thereto
 - ii. Hunting
 - b. Any passive recreational and other open-space activities, such as wildlife observation, walking, hiking, etc., to the extent they do not interfere with the Conservation Purposes
 - c. Any Improvements other than Existing Improvements and the replacement thereof or Improvements needed for and along the Hill Climb for operational purposes.

B. In Zone 2

- 1. Any use other than hunting and passive recreational and other open-space activities such as wildlife observation, walking, hiking, etc., to the extent they do not interfere with the Conservation Purposes
- 2. Any Improvements other than Existing Improvements and the replacement thereof or Improvements needed for and along the Hill Climb for operational purposes.

C. In Both Easement Zone Areas (Zone 1 and Zone 2)

- 1. Burning, cutting, removal, or destruction of trees, shrubs, and other woody vegetation (collectively "Vegetation"), except for any of the following after thirty (30) days advanced written notice to Grantee:
 - a. to maintain the Existing Trails identified on Exhibit A;

Prepared by and return to:

Tax Parcel: N7-18-1-0719

- b. to remove Vegetation that is dead, infested, or diseased, excluding the removal of up to seven (7) dead, infested or diseased trees at one time which does not require advanced written notice;
 - c. as necessary to control erosion;
 - d. as necessary for utilities such as electric, gas, and telephone that are needed to serve the permitted uses in the Easement Area; and/or
 - e. pursuant to a forest management plan that has been prepared by a professional forester, with approval of the Township, said approval not to be unreasonably withheld.
2. Except as otherwise allowed by this Conservation Easement (including, but not limited to, maintenance of the Existing Trails identified on Exhibit A), no tilling, removal of Vegetation, or exposure of bare soil shall be permitted on slopes exceeding (15%) percent in grade or within one hundred feet of streams, wetlands, or floodplains.
3. Quarrying, excavation, or removal of rocks, minerals, gravel, sand, topsoil, or other similar materials (except for the maintenance of the Existing Trails identified on Exhibit A); or the lease, assignment or other conveyance or issue of permits, licenses, or other authorization for the exploration, development, storage or removal of coal, rock or other materials by and mining method. The following notice is given to and accepted by Grantor for the purpose and with the intention of compliance with the requirements of the Pennsylvania Conservation and Preservation Easements Act. Nothing herein shall imply the presence or absence of workable coal seams or the severance of coal interests from the Property.

NOTICE: This Conservation Easement may impair the development of coal interests, including workable coal seams or coal interests which have been severed from the Property.

4. Mining or removal of groundwater
5. Depositing, dumping, or abandoning of any solid waste, hazardous waste, liquid wastes, or chemical substances on or in the Easement Area. The disposal or piping of sanitary sewer facility effluent generated off the Easement Area is not permitted on or across the Easement Area. Hazardous waste shall be considered any substance now or hereafter defined, listed or otherwise classified pursuant to any federal, state or local law, regulation or requirement as hazardous, toxic, polluting, or contaminating to the air, water or soils
6. Planting of invasive plants, especially Norway Maple, multiflora rose, and Japanese Honeysuckle. Invasive Plants are defined as plant species that is (a) non-native (or alien) to the ecosystem under consideration; and (b) whose introduction causes or is likely to cause economic or environmental harm or harm to human health. In cases of uncertainty, Grantor shall refer to information on Invasive Species included in publications such as "Invasive Plants in Pennsylvania" by the Pennsylvania Department of Conservation and Natural Resources, Bureau of Forestry, "Plant Invaders of the Mid Atlantic Natural Areas," by the National Park Service National Capital Region, Center for Urban Ecology and the U. S. Fish and Wildlife Service, Chesapeake Bay Field Office are to be used to identify Invasive Species.

Prepared by and return to:

Tax Parcel: N7-18-1-0719

5. PERMITTED USES AND RESERVED RIGHTS

A. Grantor hereby reserves to itself, and its successors and assigns, all rights accruing from their ownership of the Property and Easement Area, including the right to engage in, or permit or invite others to engage in, all uses of and Improvements in the Easement Area that are not expressly prohibited herein and are not inconsistent with the purposes of this Conservation Easement. Permitted Improvements in the Easement Area include the Existing Improvements depicted on Exhibit A (and replacement thereof). Permitted uses in the Easement Area specifically include, but are not limited to, Grantor's current uses of the Easement Area, which include, but are not limited to:

1. riding motorcycles and other off-road recreational vehicles both on and off the Existing Trails identified on Exhibit A and related uses, and public and non-public events, both organized and unorganized, related thereto

2. Hunting

B. All current and future permitted uses are subject to all local, state, and federal regulations as they apply to land use, including municipal zoning laws.

6. PUBLIC ACCESS

A. This Conservation Easement does not grant the public any right to access or use the Property. This paragraph does not prohibit the Grantor from allowing public access for purposes consistent with this Conservation Easement.

7. DENSITY LIMITATIONS

The Property and any portion thereof shall not be included as part of the gross area of any other property not subject to this Conservation Easement for the purposes of determining density, lot coverage, or open space requirements under otherwise applicable laws, regulations or ordinances controlling land use and building density. No development rights which have been encumbered or extinguished by this Conservation Easement shall be transferred to any other lands pursuant to a transferable development rights program or cluster development arrangement or otherwise; provided, however, that with prior written permission of the Grantee, this paragraph shall not preclude such transfer of development rights resulting from the destruction or demolition of any existing residential building on the Property.

8. SUBDIVISION OF PROPERTY

No further subdivision of the Property may take place unless it is in accordance with the Lower Saucon Township Zoning Ordinance, Subdivision and Land Development Ordinance, other applicable Ordinances, and the regulations of any other Federal, State, or Municipal Agency having jurisdiction over such subdivision activities.

9. GRANTEE'S REMEDIES

A. **Notice of Violation; Corrective Action.** If a Grantee determines that Grantor is in violation of the terms of this Conservation Easement or that a violation is threatened, Grantee shall give written notice to the Grantor of such violation and demand that Grantor undertake corrective

Prepared by and return to:

Tax Parcel: N7-18-1-0719

action sufficient to cure the violation and, where the violation involves injury to the Easement Area resulting from any use or activity inconsistent with the Conservation Purposes of this Conservation Easement, to restore the portion of the Easement Area so injured.

- B. **Injunctive Relief.** If Grantor fails to cure the violation within thirty (30) days after receipt of notice thereof from Grantee or under circumstances where the violation cannot reasonably be cured within a thirty (30) day period, fails to begin curing such violation within thirty (30) days, Grantee may bring an action at law or in equity in a court of competent jurisdiction to enforce the terms of this Conservation Easement, to enjoin the violation, ex parte as necessary, by temporary or permanent injunction, to recover any damages to which it may be entitled for violation of the terms of this Conservation Easement or injury to any Conservation Values protected by this Conservation Easement including damages for the loss of Conservation Values and to require the restoration of the Easement Area to the condition that existed prior to any such injury.
- C. **Zoning Enforcement.** Grantor hereby authorizes Grantee to treat any violation of the terms of this Conservation Easement in the same manner as a violation of the provisions of the Lower Saucon Township Zoning Ordinance, specifically including the institution of a Civil Enforcement proceeding with the attendant fines at the District Justice level. Grantor hereby agrees that original jurisdiction shall vest with the District Justice, and waives any right it may have to appeal to the Lower Saucon Township Zoning Hearing Board.
- D. **Damages.** Without limiting Grantor's liability therefore, Grantee, in sole discretion, may apply damages recovered to the cost of undertaking any corrective action within the Easement Area.
- E. **Emergency Enforcement.** In the event that Grantee, in its sole discretion, determines that circumstances require immediate action to prevent or mitigate significant damages to the Conservation Values of the Easement Area, Grantee may pursue its remedies under this section 9 without prior notice to Grantor or without waiting for the period provided for cure to expire, provided the Grantee shall notify Grantor by phone or electronic facsimile immediately prior pursuing its remedies under this Paragraph.
- F. **Scope of Relief.** Grantees' rights under this section 9 apply equally in the event of either actual or threatened violations of the terms of this Conservation Easement, and Grantor agrees that Grantee's remedies at law for any violation of the terms of this Conservation Easement are inadequate and that Grantee shall be entitled to the injunctive relief described in this paragraph, both prohibitive and mandatory, in addition to such other relief to which Grantee may be entitled, including specific performance of the terms of this Conservation Easement, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies. Grantee's remedies described in this paragraph shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity.
- G. **Costs of Enforcement.** Any costs incurred by Grantee in enforcing the terms of this Conservation Easement against Grantor, including, without limitation, costs of suit and attorneys' fees, and any costs of restoration necessitated by Grantor's violation of the terms of this Conservation Easement shall be borne by Grantor.
- H. **Grantee's Discretion.** Enforcement of the terms of this Conservation Easement shall be at the discretion of Grantee and any forbearance by Grantee to exercise rights under this

Prepared by and return to:

Tax Parcel: N7-18-1-0719

Conservation Easement in the event of any breach of any term of this Conservation Easement by Grantor shall not be deemed or construed to be a waiver by the Grantee of such term or of any subsequent breach of the same or any other term of this Conservation Easement or of any of Grantee's rights under this Conservation Easement. No delay or omission by Grantee in the exercise of any right or remedy upon any breach by Grantor shall impair such right or remedy or be construed as a waiver.

- I. **Waiver of Certain Defenses.** Grantor hereby waives any defense of laches, estoppel, or prescription.
- J. **Acts Beyond Grantor's Control.** Nothing contained in this Conservation Easement shall be construed to entitle Grantee to bring any action against Grantor for any injury to or change in the Easement Area resulting from causes beyond Grantor's control, including, without limitation, fire, flood, storm, and earthquake, or from any prudent action taken by Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Property resulting from such causes.

10. GRANTOR'S OBLIGATIONS

- A. **Costs and Liabilities.** Grantor retains all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep, and maintenance of the Property, including the maintenance of adequate comprehensive general liability insurance coverage. Grantor shall keep the Easement Area free of any liens arising out of any work performed for, materials furnished to or obligations incurred by Grantor.
- B. **Taxes.** The Grantor agrees to pay any real estate taxes or other assessments levied on the Property. If the Grantor becomes delinquent in payment of said taxes or assessments, such that a lien created against the Property is to be executed upon, Grantee, at its option, shall, after written notice to the Grantor, have the right to purchase and acquire the Grantor's interest in the Property by paying funds to discharge said lien or delinquent taxes or assessments, or to take such other actions as may be necessary to protect the Grantee's interest in the Easement Area and to assure the continued enforceability of this Conservation Easement.
- C. **Environmental Compliance.** Grantor represents and warrants that, after reasonable investigation and to the best of Grantor's knowledge that there is no substance defined, listed, or otherwise classified pursuant to any federal, state, local law, regulation, or requirement as hazardous, toxic, polluting, or otherwise contaminating to the air, water, or soil, or in any way harmful or threatening to human health or the environment, other than licensed agricultural chemicals, exists or has been released, generated, treated, stored, used, disposed of, deposited, abandoned, or transported in, on, or from or across the Property.
- D. **Hold Harmless.** Grantor hereby releases and agrees to hold harmless, indemnify, and defend Grantee and its respective members, directors, officers, employees, agents, and contractors and the heirs, personal representative, successors, and assigns of each (collectively "Indemnified Parties") from and against all liability, penalties, costs, losses, damages, expenses, causes of action, claims, demands, or judgments, including, without limitation, reasonable attorneys' fees, arising from or in any way connected with: (1) injury to or the death of any person, physical damage to any property, resulting from any act, omission, condition, or other matter related to or occurring on or about the Property, regardless of cause unless due to the negligence, or intentional act, of any of the Indemnified Parties; (2) the

Prepared by and return to:

Tax Parcel: N7-18-1-0719

violation or alleged violation of, or other failure to comply with, any state, federal, or local law, regulation, or requirement, including, without limitation, CERCLA, (or successor toxic waste or hazardous substance laws or regulations) by any person other than any of the Indemnified Parties, in any way affecting, involving, or relating to the Property; (3) the obligations specified in paragraphs 10(A), (B) & (C) and (4) the existence, enforcement or administration of this Conservation Easement.

11. EXTINGUISHMENT AND CONDEMNATION

- A. **Extinguishment.** If circumstances arise in the future such as to render the Conservation Purposes of this Conservation Easement impossible to accomplish, this Conservation Easement can only be terminated or extinguished, whether in whole or in part, by judicial proceedings in a court of competent jurisdiction. The amount of the proceeds to which Grantee shall be entitled, after the satisfaction of prior claims, from any sale, exchange, or involuntary conversion of all or any portion of the Property subsequent to such termination or extinguishment, shall be determined, unless otherwise provided by Pennsylvania law at the time, in accordance with paragraph 11.C. The provisions of this paragraph shall only apply to the extent that Grantor receives financial remuneration from a third party relative to the sale, exchange, or involuntary conversion of all or any portion of the Property. Grantee shall use all such proceeds in a manner consistent with the Conservation Purposes. Grantee, Grantor, and any successors in interest, shall exhaust all legal remedies in order to preserve and protect the Conservation Purposes of this Conservation Easement. Grantor shall cooperate with Grantee in Grantee's performance of its obligations under this paragraph 11.A.
- B. **Condemnation.** If the Easement Area is taken, in whole or in part, by exercise of the power of eminent domain, Grantor shall be entitled to the proceeds payable in connection with the condemnation or other judicial proceeding. Grantee shall be entitled to a share of any Eminent Domain proceeds to the extent of its interest in the Easement Area. The calculation of percentage of proceeds shall be based on the valuation method set forth in Subsection (C) below.
- C. **Proceeds.** This Conservation Easement constitutes a real property interest immediately vested in Grantee, which, for the purposes of this paragraph 11, the parties stipulate to have a fair market value determined by multiplying the fair market value of the Property unencumbered by the Conservation Easement (minus any increase in value after the date of this grant attributable to Improvements) by the ratio of the value of the Conservation Easement at the time of this grant to the value of the Property, without deduction for the value of the Conservation Easement, at the time of this grant. The values at the time of the execution of this Conservation Easement shall be those values used to calculate the deduction for federal income tax purposes allowable by reason of this Conservation Easement, pursuant to Section 170(h) of the Internal Revenue Code of 1954, as amended. For the purpose of this paragraph 11.C, the ratio of the value of the Conservation Easement to the value of the Property unencumbered by the Conservation Easement shall remain constant. To the extent that fair market value is unable to be determined in accordance with this paragraph 11.C, the Parties hereto agree that an independent Appraisal, obtained at the cost of the party seeking extinguishment, or by the Grantee in the event of a condemnation shall be used for the purpose of calculating the division of the proceeds or amount to be paid to Grantee.

12. AMENDMENT

Prepared by and return to:

Tax Parcel: N7-18-1-0719

If circumstances arise under which an amendment to or modification of this Conservation Easement would be appropriate, Grantor and Grantee are free to amend this Conservation Easement; provided that no amendment shall be allowed that will affect the qualification of this Conservation Easement or the status of Grantee under any applicable laws. Any amendment shall be consistent with the Conservation Purposes of this Conservation Easement, and shall not affect its perpetual duration. Any such amendment shall be recorded in the Recorder of Deeds Office of Northampton County, Pennsylvania.

13. ASSIGNMENT OF GRANTEE'S INTEREST

This Conservation Easement is transferable, but Grantee may assign its rights and obligations under this Conservation Easement only to an organization or government entity that is able to enforce the restrictions contained herein. If assigned to a private organization, such an organization must at the time of transfer be a qualified organization under Section 170(h)(3) of the Internal Revenue Code and one which is organized and operated primarily for one of the conservation purposes specified in Section 170(h)(4)(A) of the Internal Revenue Code. Grantee shall require that the Conservation Values this Conservation Easement is intended to preserve will be protected and any necessary ecological management and monitoring activities will be carried out by transferee.

14. EXECUTORY LIMITATION AND TRANSFER OF GRANTEE'S INTEREST

If Grantee shall cease to exist, or to be authorized to acquire and hold Conservation Easements, and a prior assignment is not made pursuant to paragraph 13, then Grantee's rights and obligations under this Conservation Easement shall become immediately vested in the appropriate governmental agency of the Commonwealth of Pennsylvania.

15. SUBORDINATION

At the time of conveyance of this Conservation Easement, if the Property is subject to any mortgage lien, Grantor shall provide written documentation that the holder of the mortgage lien has agreed by separate instrument, which will be recorded immediately after this Conservation Easement, to subordinate mortgagee's rights in the Property to this Conservation Easement to the extent necessary to permit the Grantee to enforce this Conservation Easement in perpetuity and to prevent any modification or extinguishment of this Conservation Easement by the exercise of any rights of the mortgage holder.

16. SUBSEQUENT TRANSFERS

Grantor agrees to incorporate the terms of this Conservation Easement in any deed or other legal instrument by which they divest themselves of any interest in all or a portion of the Property, including, without limitation, the transfer, mortgage or establishment of a leasehold interest on all individual parcels now constituting the Property and Easement Area. Evidence of conveyance shall contain language substantially as follows: "this conveyance is subject to a Conservation Easement which runs with the land and which was granted to Lower Saucon Township" and should include pertinent dates and Land Record Book identification. Grantor further agrees to give written notice to Grantee of the transfer of any interest at least thirty (30) days prior to the date of such transfer. The failure of Grantor to perform any act required by this paragraph shall not impair the validity of this Conservation Easement or limit its enforceability in any way.

17. MAINTENANCE AND ASSESSMENT OBLIGATIONS OF GRANTEE

Grantee shall be under no obligation to maintain the Property or any portion thereof, or pay taxes or assessments thereon. Any action by Grantee such as maintenance of the Easement Area or any other act by Grantee to protect the Property shall be deemed merely a gratuitous act which shall create no obligation on the part of Grantee.

Prepared by and return to:

Tax Parcel: N7-18-1-0719

18. STATEMENT OF COMPLIANCE

Grantor hereby agrees to request, in writing, at least thirty (30) days prior to the sale, transfer, or long term (ten years or more) lease of the Property, or any portion thereof, a written instrument from Grantee stating that Grantor is in compliance with the terms and conditions of this Conservation Easement, or if Grantor is not in compliance with the terms and conditions of this Conservation Easement, stating what violations of this Conservation Easement exist. Grantee agrees in such cases or at any other time to acknowledge, execute, and deliver to Grantor, and any mortgagee, transferee, purchaser, or lessee such a written instrument concerning compliance within thirty (30) days of written request from Grantor. Grantor shall provide a copy of Grantee's compliance statement to any purchaser, mortgagee, lessee, or assignee. Any costs incurred by Grantee in determining compliance and advising Grantor as to compliance or costs incurred as a result of Grantor's failure to notify Grantee of transfer, sale assignment, or lease of the Property, or any portion thereof, shall be paid by Grantor, its successors or assigns.

19. NOTICES

All notices, requests, consents, approvals, or other communication hereunder shall be in writing and shall be deemed properly given if sent by nationally recognized overnight carrier, U.S. certified mail, return receipt requested, postage prepaid, addressed to the appropriate party or successor in interest at the address most recently provided or to such other address as either party from time to time shall designate by written notice to the other.

To Grantor:

Board of Directors
Bushkill Valley Motorcycle Club
1312 Tatamy Road
Easton, PA 18045

To Grantee:

Lower Saucon Township
3700 Old Philadelphia Pike
Bethlehem, PA 18015

20. RECORDATION

Grantee shall record this instrument in timely fashion in the Office of the Recorder of Deeds of Northampton County, Pennsylvania and may re-record it at any time as may be required to preserve its rights in this Conservation Easement.

21. GENERAL PROVISIONS

- A. **Controlling Law and Venue.** The interpretation and performance of this Conservation Easement shall be governed by the laws of the Commonwealth of Pennsylvania. The courts of Northampton County, Pennsylvania shall have exclusive jurisdiction to adjudicate any dispute or action arising from, relating to, or associated with the terms or provisions of this document, or the execution of the same.
- B. **Liberal Construction.** Any general rule of construction to the contrary notwithstanding, this Conservation Easement shall be liberally construed in favor of the Grantee to effect the Conservation Purposes of this Conservation Easement and the policy and purpose of the Lower Saucon Township Open Space Program and the Act, Pa. Stat. Ann. Title 32, Section 5001 et seq and the Pennsylvania Conservation and Preservation Easements Act. If any

Prepared by and return to:

Tax Parcel: N7-18-1-0719

provision in this instrument is found to be ambiguous, an interpretation consistent with the Conservation Purposes of this Conservation Easement that would render the provision valid shall be favored over any interpretation that would render it invalid.

- C. **Severability.** If any provision of this Conservation Easement, or the application thereof to any person or circumstance, is found to be invalid, the remainder of the provisions of this Conservation Easement, or the application of such provision to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected thereby.
- D. **Entire Agreement.** This instrument sets forth the entire agreement of the parties with respect to the Conservation Easement and supersedes all prior discussions, negotiations, understandings, or agreements, relating to the Conservation Easement, all of which are merged herein. No alternation or variation of this instrument shall be valid or binding unless contained in an amendment that complies with paragraph 12.
- E. **No Forfeiture.** Nothing contained herein will result in a forfeiture or reversion of Grantor's title in any respect.
- F. **Joint Obligation.** The obligations imposed by this Conservation Easement upon Grantor shall be joint and several.
- G. **Successors.** The covenants, terms, conditions, and restrictions of this Conservation Easement shall be binding upon, and inure to the benefit of, the parties hereto and their respective personal representatives, heirs, successors, and assigns and shall continue as a servitude running in perpetuity with the Property.
- H. **Termination of Rights and Obligations.** A party's rights and obligations under this Conservation Easement terminate upon transfer of the party's interest in the Conservation Easement or Property, except that liability for acts or omissions occurring prior to transfer shall survive transfer.
- I. **Captions.** The captions in this instrument have been inserted solely for convenience of reference and are not a part of this instrument and shall have no effect upon construction or interpretation.
- J. **Counterparts.** The parties may execute this instrument in two or more counterparts, which shall, in the aggregate, be signed by both parties; each counterpart shall be deemed an original instrument as against any party who has signed it. In the event of any disparity between the counterparts produced, the recorded counterpart shall be controlling.

TO HAVE AND TO HOLD unto Grantee its respective successors, and assigns forever.

IN WITNESS WHEREOF Grantor and Grantee have set their hands on the day and year first above written.

GRANTOR:

Witness

B0063619 5

Bushkill Valley Motorcycle Club

Prepared by and return to:

Tax Parcel: N7-18-1-0719

GRANTEE:
LOWER SAUCON TOWNSHIP

Witness

NAME:
TITLE:

Prepared by and return to:

Tax Parcel: N7-18-1-0719

COMMONWEALTH OF PENNSYLVANIA :
: ss.
COUNTY OF NORTHAMPTON :

On this ____ day of _____, 2020, before me, a Notary Public, personally appeared _____ known to me or satisfactorily proven to be the individual who executed the foregoing instrument, and duly acknowledged to me that they executed the same for the purposes therein contained.

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

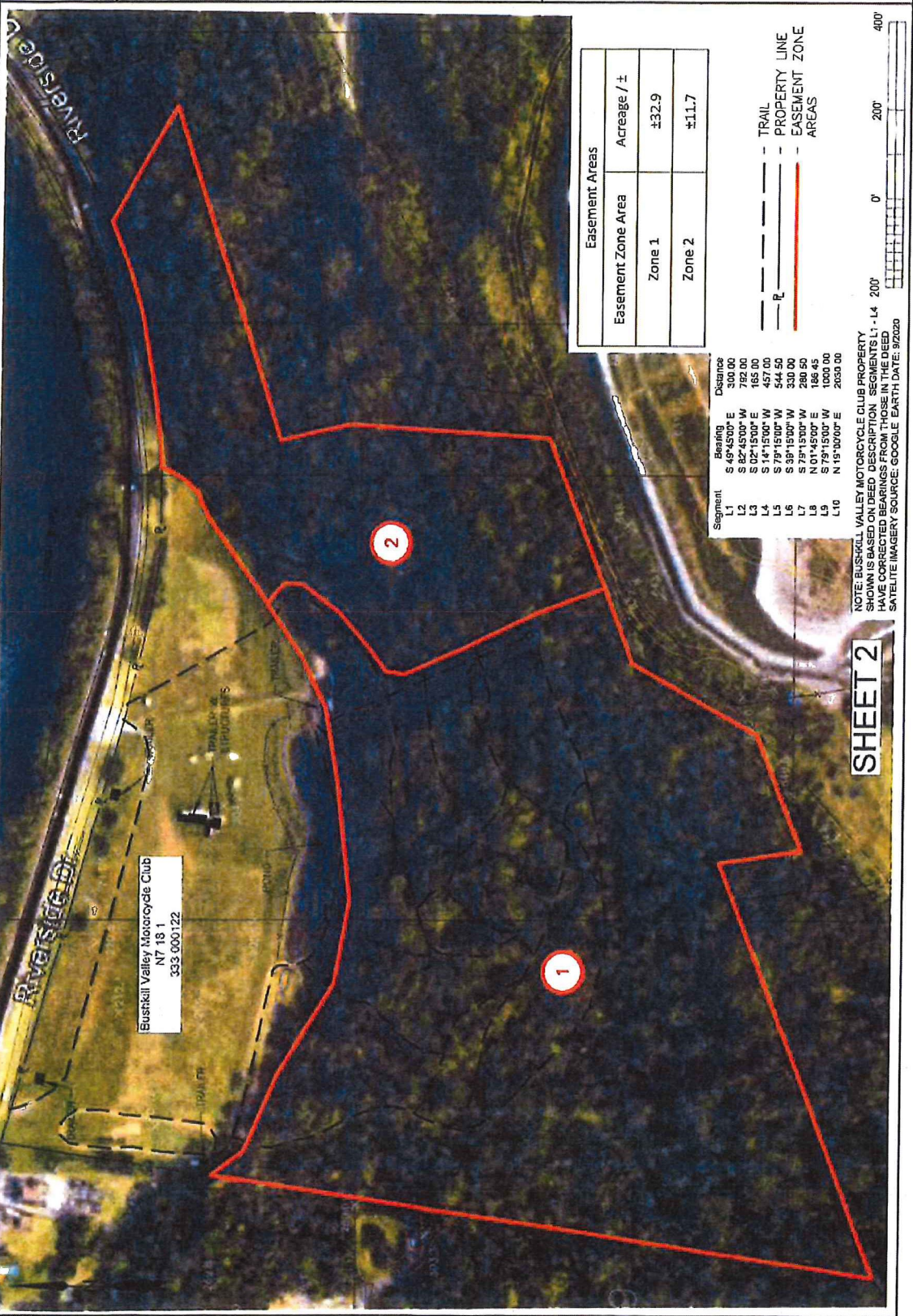
_____(SEAL)
Notary Public

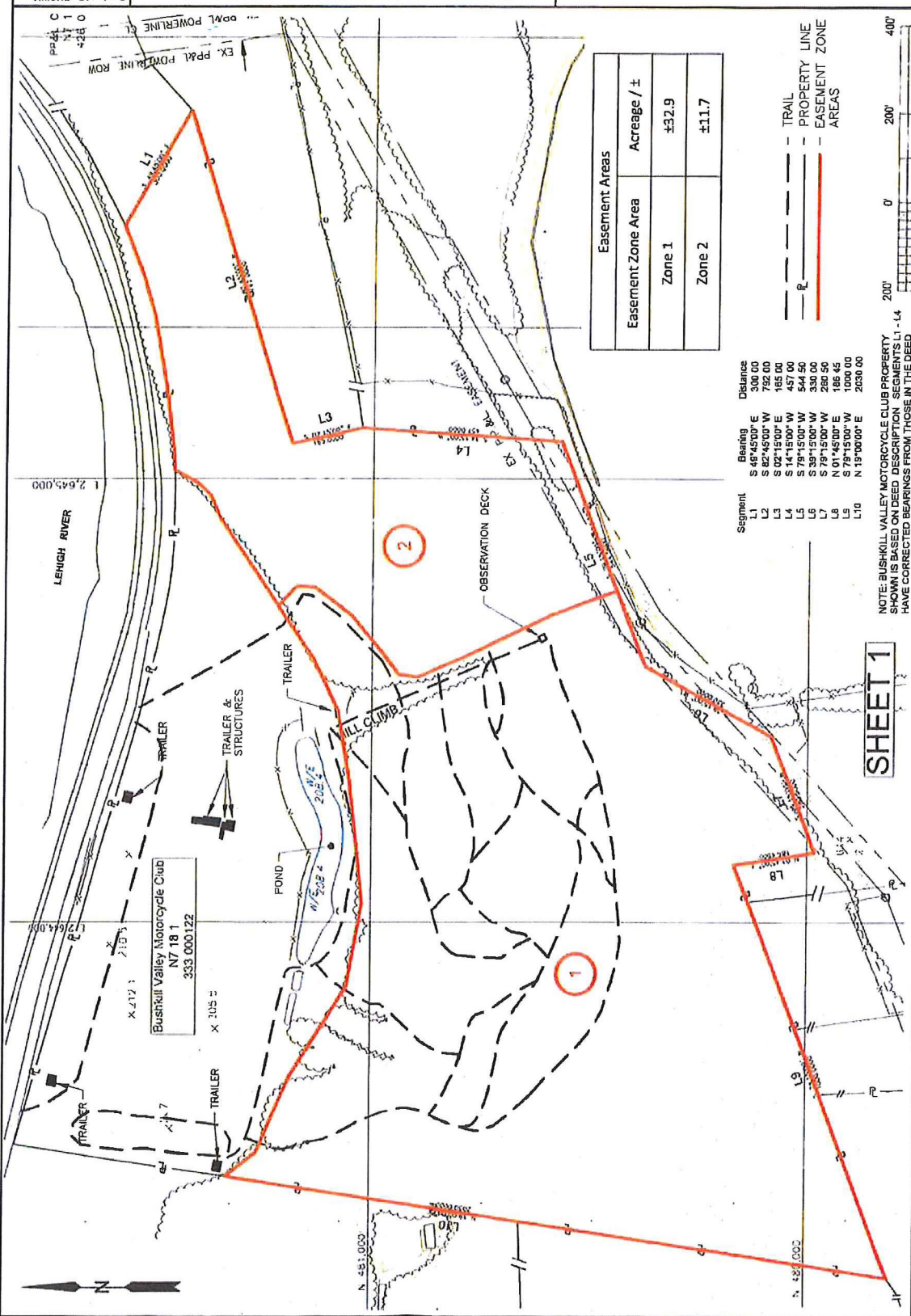
COMMONWEALTH OF PENNSYLVANIA :
: ss.
COUNTY OF NORTHAMPTON :

On this ____ day of _____, 2020, before me, a Notary Public, personally appeared _____ known to me or satisfactorily proven to be the individual who executed the foregoing instrument, and duly acknowledged to me that they executed the same for the purposes therein contained.

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

_____(SEAL)
Notary Public





Easement Areas		
Easement Zone Area	Acreage / ±	
Zone 1	±32.9	
Zone 2	±11.7	

Segment	Bearing	Distance
L1	S 45° 45' 00" E	200.00
L2	S 82° 45' 00" W	185.00
L3	S 02° 15' 00" E	457.00
L4	S 14° 15' 00" W	544.50
L5	S 79° 15' 00" W	330.00
L6	S 39° 15' 00" W	280.50
L7	S 79° 15' 00" W	186.45
L8	N 01° 45' 00" E	1000.00
L9	S 79° 15' 00" W	2636.00
L10	N 19° 00' 00" E	

NOTE: BUSHKILL VALLEY MOTORCYCLE CLUB PROPERTY
 SHOWN IS BASED ON DEED RECORDS. SEGMENTS L1 - L4
 HAVE CORRECTED BEARINGS FROM THOSE IN THE DEED

SHEET 1

EXHIBIT "C"

Memorandum and Notice of Covenant

Prepared by and return to:
Land Air Water Legal Solutions LLC
Maryann Garber, Esquire
850 Cassatt Road, Suite 210
Berwyn, PA 19312
Ph.: (610) 898-3850

Tax Parcel: N7-18-1-0719 – 2246 Riverside Drive, Lower Saucon Township, Northampton County

MEMORANDUM AND NOTICE OF COVENANT

2248 Riverside Drive, Lower Saucon Township
Northampton County Tax Map Parcel No. N7-18-1-0719 ("Property")

THIS Memorandum and Notice is entered into and provided by Bushkill Valley Motorcycle Club, Inc., a Pennsylvania Corporation ("BV Motorcycle Club"), and Bethlehem Landfill Company, a Delaware corporation ("BLC") (collectively, the "Parties") on the date provided below.

FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, the Parties entered into an agreement dated _____, 2022 ("BV Motorcycle Club/BLC Agreement") pursuant to Paragraph 2 of which, the BV Motorcycle Club granted the following covenants to BLC, applicable to the Property and which run with the Property:

- a. Upon the Effective Date of the BV Motorcycle Club/BLC Agreement, BV Motorcycle Club agrees to:
 1. Refrain from any earth disturbance or tree removal in the Easement Area of the Property (said Easement Area depicted on the Bushkill Valley Motorcycle Club Tract Easement Plan (2 sheets) prepared by Martin & Martin, dated September 2022, attached hereto as Exhibit A, which is incorporated herein), except for the following, upon notice to and approval from BLC, said approval not to be unreasonably withheld or delayed:
 - i. as necessary to maintain and/or replace the Existing Trails and other existing improvements in the Easement Area depicted on Exhibit A or to make improvements needed for and along the Hill Climb as depicted on Exhibit A; and/or
 - ii. as necessary for utilities such as electric, gas, and telephone that are needed to serve its use of the Property as of the Effective Date of the BV Motorcycle Club/BLC Agreement.

2. Refrain from constructing any additional improvements in the Easement Area; although it is permitted to replace any existing improvements in the Easement Area that are depicted on Exhibit A and to make improvements needed for and along the Hill Climb as depicted in Exhibit A; and
 3. Limit its use of the Easement Area to its use as of the Effective Date of the BV Motorcycle Club/BLC Agreement, which is riding motorcycles and other off-road recreational vehicles both on and off the Existing Trails identified on Exhibit A and related uses, and public and non-public events, both organized and unorganized, related thereto, and hunting.
- b. Within fifteen (15) days of a request by BLC, execute a Grant of Conservation Easement and Declaration of Restrictive Covenants in substantially the same form as that attached to the Agreement ("Conservation Easement") and take any and all other necessary action for the recording of the Conservation Easement by Lower Saucon Township. Upon the recording of the Conservation Easement, BV Motorcycle Club shall be released from the covenants contained in Paragraph 2 of the BV Motorcycle Club/BLC Agreement

Upon the recording of the Conservation Easement, this Memorandum and Notice shall terminate by operation of law.

IN WITNESS WHEREOF, the Parties hereto have subscribed their names to this Memorandum and Notice on this 3rd day of November 2022.

BUSHKILL VALLEY MOTORCYCLE CLUB, INC., a Pennsylvania corporation

By: Thomas Hockman
Name: THOMAS HOCKMAN
Title: Board Chairman
Date: November 3, 2022

BETHLEHEM LANDFILL COMPANY,
a Delaware corporation

By: _____
Name: _____
Title: _____
Date: _____

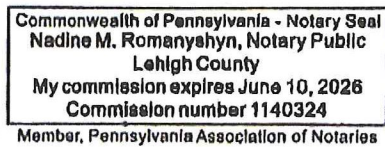
COMMONWEALTH OF PENNSYLVANIA:

COUNTY OF NORTHAMPTON

SS.

On this 3rd day of November, 2022, before me, a Notary Public, personally appeared Thomas Hockman known to me or satisfactorily proven to be the authorized representative of Bushkill Valley Motorcycle Club, Inc. as its Board Chairman who executed the foregoing instrument, and duly acknowledged to me that they executed the same for the purposes therein contained.

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



Nadine M Romanyshyn (SEAL)
Notary Public

COMMONWEALTH OF PENNSYLVANIA:

COUNTY OF NORTHAMPTON

SS.

On this _____ day of _____, 2022, before me, a Notary Public, personally appeared _____ known to me or satisfactorily proven to be the authorized representative of Bethlehem Landfill Company as its _____ who executed the foregoing instrument, and duly acknowledged to me that they executed the same for the purposes therein contained.

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

Notary Public (SEAL)

2. Refrain from constructing any additional improvements in the Easement Area; although it is permitted to replace any existing improvements in the Easement Area that are depicted on Exhibit A and to make improvements needed for and along the Hill Climb as depicted in Exhibit A; and
 3. Limit its use of the Easement Area to its use as of the Effective Date of the BV Motorcycle Club/BLC Agreement, which is riding motorcycles and other off-road recreational vehicles both on and off the Existing Trails identified on Exhibit A and related uses, and public and non-public events, both organized and unorganized, related thereto, and hunting.
- b. Within fifteen (15) days of a request by BLC, execute a Grant of Conservation Easement and Declaration of Restrictive Covenants in substantially the same form as that attached to the Agreement ("Conservation Easement") and take any and all other necessary action for the recording of the Conservation Easement by Lower Saucon Township. Upon the recording of the Conservation Easement, BV Motorcycle Club shall be released from the covenants contained in Paragraph 2 of the BV Motorcycle Club/BLC Agreement

Upon the recording of the Conservation Easement, this Memorandum and Notice shall terminate by operation of law.

IN WITNESS WHEREOF, the Parties hereto have subscribed their names to this Memorandum and Notice on this 3rd day of November 2022.

BUSHKILL VALLEY MOTORCYCLE CLUB, INC., a Pennsylvania corporation

By: Thomas Hockman
Name: THOMAS HOCKMAN
Title: Board Chairman
Date: November 3, 2022

BETHLEHEM LANDFILL COMPANY,
a Delaware corporation

By: John M. Perkey
Name: John M. Perkey
Title: Vice President-Deputy General Counsel
Date: November 14, 2022

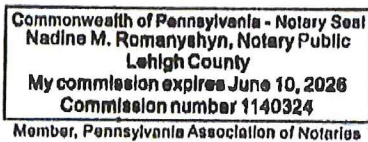
COMMONWEALTH OF PENNSYLVANIA:

COUNTY OF NORTHAMPTON

SS.

On this 3rd day of November, 2022, before me, a Notary Public, personally appeared Thomas Hockman known to me or satisfactorily proven to be the authorized representative of Bushkill Valley Motorcycle Club, Inc. as its Board Chairman who executed the foregoing instrument, and duly acknowledged to me that they executed the same for the purposes therein contained.

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



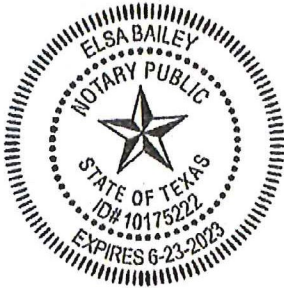
Nadine M. Romanyshyn (SEAL)
Notary Public

State of Texas
~~COMMONWEALTH OF PENNSYLVANIA:~~
Montgomery
COUNTY OF NORTHAMPTON

SS.

On this 14th day of November, 2022, before me, a Notary Public, personally appeared John M. Perkey known to me or satisfactorily proven to be the authorized representative of Bethlehem Landfill Company as its Vice President - Deputy General Counsel who executed the foregoing instrument, and duly acknowledged to me that they executed the same for the purposes therein contained.

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



Elsa Bailey (SEAL)
Notary Public