

Copy to
Jeff Andrews
6/8/99

LEASE

LEASE AGREEMENT, effective May 1, 1999, by and between the BETHLEHEM AUTHORITY, a municipal authority, of 10 East Church Street, Bethlehem, Pennsylvania, "Lessor", and DAVID K. LONGENBACH, of R.D. #4, 3706 Magnolia Road, Northampton, Pennsylvania, "Lessee".

Intending to be legally bound hereby, the parties agree as follows:

1. Lessor hereby leases to Lessee who in turn leases from Lessor all that certain land located in Lehigh Township, Northampton County, Pennsylvania, containing approximately thirty-five (35) acres as shown on the map attached hereto and marked Exhibit "A".

2. The term of this Lease shall be from the date specified above to the 30th day of April, 2000.

3. Lessee shall pay to the Lessor the sum of Seven Hundred Seventy and 00/100 (\$770.00) Dollars as annual rental in the following manner:

(A) Four Hundred and 00/100 (\$400.00) Dollars upon the signing of this Lease.

(B) Three Hundred Seventy and 00/100 (\$370.00) Dollars payable at harvest time, when crops are paid for, but in no case later than November 15, 1999.

(C) Failure on the part of the Lessee to make the payments to the Lessor as herein specified shall immediately terminate the within Lease and the same shall be null and void,

excepting only if the Lessee obtains from the Lessor written approval to the contrary.

4. Lessee shall furnish to Lessor liability insurance, as follows:

- (A) Comprehensive - \$100,000.00 per accident;
\$300,000.00 aggregate
- (B) Automobile - \$100,000.00 per accident;
\$300,000.00 aggregate;
- (C) Property - \$ 50,000.00 per accident;
Damage \$ 5,000.00 medical
payment

5. Should the Lessor make a bona fide sale of the whole or part or parts of the subject property to a third party, this Lease shall terminate with respect to such parcels sold on the 31st day of December next after the date of sale; provided, however, the Lessee shall not have less than thirty (30) days in which to vacate the premises after written notice of sale is delivered to the Lessee by the Lessor. Further, that in the event of any such sale or sales, the rent payable hereunder shall continue at the rate of Twenty-Two and 00/100 (\$22.00) Dollars per acre for the total number of acres, remaining after the sale.

6. Lessee accepts the leased premises in their condition as of the effective date of this Lease. Lessee shall maintain the leased premises in their present condition.

7. Lessee hereby holds harmless and indemnifies Lessor from and against all loss, liability or expense from any damage,

injury or death which may arise out of the occupation by Lessee of the leased premises.

8. Lessee will not make or suffer any unlawful, improper or offensive use of the leased premises, or make any use or occupancy thereof contrary to any applicable laws.

9. Lessee agrees to cultivate the land in accordance with the recommendations of the Soil Conservation Service Northampton County, Pennsylvania. Said recommendations shall be contained in a Soil Conservation Program report for the acreage concerned, prepared by the Soil Conservation Service and approved by the Superintendent, Water Supply and Treatment, City of Bethlehem. The recommendations contained in the aforementioned report may be amended from time to time according to the terms of the within Agreement.

10. Lessee agrees to cultivate all fields starting the first year of the instant Agreement, unless he can show, to the satisfaction of the Superintendent, that he is prevented from fulfilling this clause for reasons beyond his control.

11. Lessee will submit to the Superintendent soil test results as provided for in the standard soil test program, available at the Penn State University.

12. Lessee will inform Lessor of scheduling and rates of application as well as types of fertilizers, herbicides and pesticides to be applied to the fields herein described.

13. Lessee will not plant any crop with the expectation of harvesting the same after the termination of the Lease.

14. Lessee will not assign or sublet any portion of all of the leased premises for any use, including for farming purposes, unless he has obtained permission, in writing from the Superintendent. Any sub-leases which Lessee has been authorized to make shall be subject to all the terms and conditions of this Lease.

15. It is understood and agreed by the parties hereto that the Lessee agrees to allow the Lessor or its representatives including engineers, employees, etc., to enter upon the leased premises at any time for the purpose of conducting testing, drilling and any other pertinent related matters essential to the design and arrangements for a filtration plant and dual transmission line or anything associated with or to be associated with the same on the parcel as purchased by the Lessor. The Lessee, their designees or employees, will not be responsible for destruction or damage to the crops of the Lessee in any respect whatsoever.

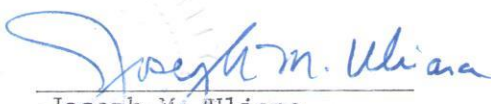
16. Access to these farming areas will be restricted to the paths designated by PKF-Mark III based on safety considerations which paths have been agreed to in the field by PKF-Mark III and Mr. Longenbach.

17. This Lease shall be binding upon the respective executors, successors, administrators and assigns of the parties and shall not be nullified except in writing.

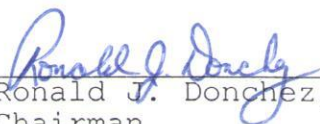
IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the 1st day of May, 1999.

ATTEST:

BETHLEHEM AUTHORITY

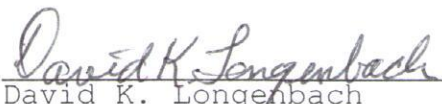


Joseph M. Uliana
Asst. Secretary

By: 

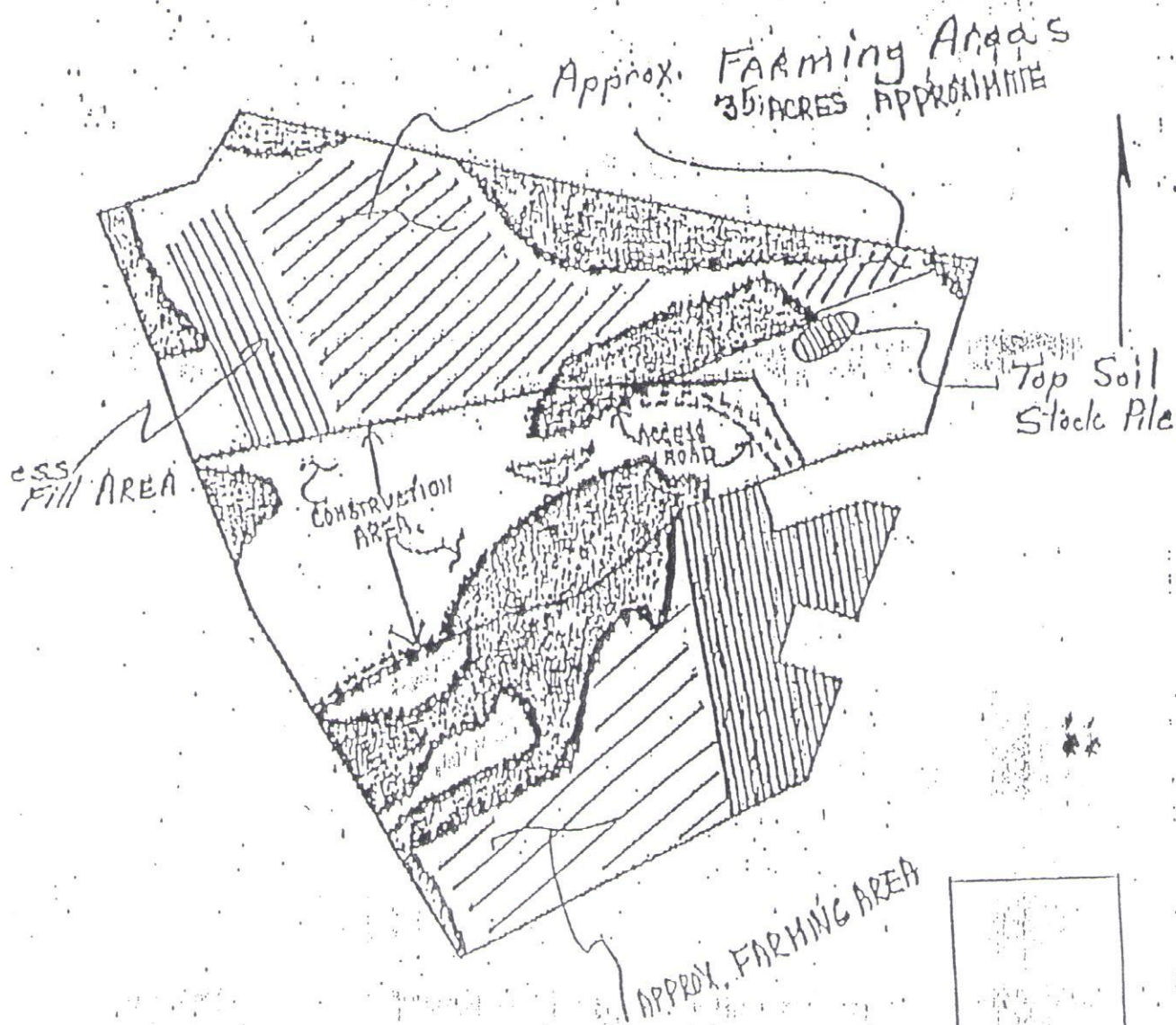
Ronald J. Donchez,
Chairman

WITNESS:



David K. Longenbach (SEAL)

EXHIBIT "A"



MAP SHOWING
CLEARED LANDS LOCATED ON
THE "MESSNER FARM"
OWNED BY BETHLEHEM AUTHORITY
LEHIGH TOWNSHIP - NORTHAMPTON CO.

SCALE: 1" = 500' (APPROX.)

BETHLEHEM, PA.
MAY 2, 1989 R.C.N.