

COUNTY OF NORTHAMPTON



RECORDER OF DEEDS

NORTHAMPTON COUNTY GOVERNMENT CENTER
669 WASHINGTON STREET
EASTON, PENNSYLVANIA 18042-7486
Area Code (610) 559-3077

Ann L. Achatz - Recorder
Andrea F. Suter - Lead Deputy
Dorothy J. Edelman - Deputy

Book - 2010-1 Starting Page - 102409
*Total Pages - 10

Instrument Number - 2010015358
Recorded On 5/28/2010 At 2:17:24 PM
* Instrument Type - COVENANTS
Invoice Number - 649296
* Grantor - ARTSQUEST
* Grantee - PENNSYLVANIA DEPARTMENT OF ENVIRONMENTAL PROTECTION
User - KAB
* Customer - ALLENTOWN GROSS MCGINLEY LABARR & EATON

* FEES

STATE WRIT TAX	\$0.50
RECORDING FEES	\$23.00
COUNTY RECORDS	\$2.00
IMPROVEMENT FEE	
DEEDS RECORDS	\$3.00
IMPROVEMENT FEE	
TOTAL PAID	\$28.50

*RECORDED BY:

ALLENTOWN GROSS MCGINLEY LABARR &
EATON
33 S 7TH ST
PO BOX 4060
ALLENTOWN, PA 18105-4060

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



Ann L. Achatz

Ann L. Achatz
Recorder of Deeds

THIS IS A CERTIFICATION PAGE

Do Not Detach

THIS PAGE IS NOW THE FIRST PAGE
OF THIS LEGAL DOCUMENT

Book: 2010-1

Page: 102409

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

Return to:
J. Jackson Eaton, III, Esquire
Gross McGinley, LLP
P. O. Box 4060
Allentown, PA 18105-4060

County Parcel Identification No. of the Property is: P6-2-2-10B

GRANTOR: ARTSQUEST
PROPERTY ADDRESS: 101 Founders Way
Bethlehem, PA 18015

ENVIRONMENTAL COVENANT

This Environmental Covenant is executed pursuant to the Pennsylvania Uniform Environmental Covenants Act, Act No. 68 of 2007, 27 Pa. C. S. Sec. 6501-6517 (UECA). This Environmental Covenant subjects the Property identified in Paragraph 1 to the activity and/or use limitations in this document. As indicated later in this document, this Environmental Covenant has been approved by the Pennsylvania Department of Environmental Protection (PADEP).

1. **Property Affected.** The property affected (Property) by this Environmental Covenant is located in Northampton County, Pennsylvania.

The postal address of the Property is: **101 Founders Way
Bethlehem, PA 18015**

The County Parcel Identification No. of the Property is: **P6-2-2-10B (1.089 acres).**

The latitude and longitude of the center of the Property affected by this Environmental Covenant is: **N 40 Deg 36' 51.09" / W 75 Deg 22' 03.08".**

The Property has been known by the following name(s): **Portion of Bethlehem Works Property, Phase I, portion of former Bethlehem Steel site, ArtsQuest Performing Arts Center parcel.**

A complete description of the Property is attached to this Environmental Covenant as **Exhibit A.** A map of the Property is attached to this Environmental Covenant as **Exhibit B.**

2. **Property Owner/Grantor/ Grantee.** ArtsQuest, an entity qualified under IRS Code Section 501(c), is the owner of the Property and the GRANTOR and Grantee of this Environmental Covenant. The mailing address of the owner is **25 West Third Street, Bethlehem, PA 18015.**

3. Description of Contamination and Remedy.

The Property was included within Phase I of the soils and groundwater work conducted by Bethlehem Steel Corporation ("BSC") at the Bethlehem Works ("BW") Tract between 1995 and 2000 with USEPA and PADEP oversight. Several samples at the BW Tract contained concentrations of heavy metals; however, none of the concentrations exceeded Pennsylvania's Statewide Health Standards for non-residential use. With respect to groundwater investigated across the entire BW tract, some volatile organic compounds (VOCs) were found above their respective Maximum Contaminant Level established by the Safe Drinking Water Act, 42 U. S. C. Section 300g-1, although a supplemental monitoring program completed in 2000 showed that those VOCs levels did not impact human health or the environment.

PADEP approved Final Reports for groundwater and soils and provided BSC a release of liability for groundwater on April 5, 1999 and Phase I soils on September 14, 2000. PADEP's approval was contingent upon the BSC Facility owners placing restrictive covenants on land and groundwater use on the site which was complied with by recording a Bethlehem Work Declaration Of Covenants, Conditions, Restrictions, Release and Indemnification dated October 12, 2001. The United State Environmental Protection Agency (USEPA) issued a Final Decision and Response to Comments under RCRA on September 30, 2009 that does not require any further actions to remediate soil or groundwater contamination for the Property, but required that this environmental covenant be drafted and recorded in a manner consistent with UECA.

4. Activity and Use Limitation.

The Property is subject to the following activity and use limitations, which the then current owner of the Property and its tenants, agents, employees and other persons under its control, shall abide by:

(1) The Property shall not be used for residential or agricultural purposes. In no event shall the Property or any part thereof be used for any of the following purposes:

- (a) Single family or multi-family dwellings or otherwise as a residence or dwelling quarters for any person or persons;
- (b) Unpaved parks or unpaved playgrounds having playground equipment including without limitation swing sets and sandboxes, erected or installed on such parks or playgrounds;
- (c) Campgrounds;
- (d) Daycare centers, nurseries, kindergartens, elementary and secondary schools, or similar facilities;
- (e) Hospitals, nursing homes, shelters, or similar facilities;
- (f) Cemeteries; and
- (g) The planting and raising of plants and crops for human consumption.

(2) Any digging, excavating, grading, pile driving or other earth-moving activities on the Property or any part thereof including, without limitation, the excavation or

removal of asphalt, concrete, soil or other ground cover and foundations and the digging of foundations for buildings and trenches for utility facilities, shall be conducted in compliance with all applicable federal, state and local rules, regulations and ordinances including, without limitation those pertaining to the environment and those pertaining to human health and occupational safety.

(3) Without limiting the foregoing requirements, if any asphalt, concrete, soil or other ground cover is excavated or removed from any part of the Property, such asphalt, concrete, soil and other ground cover shall be stored, managed, transported and disposed of in compliance with all applicable federal, state and local laws, regulations and ordinances including, without limitation, those pertaining to the environment and those pertaining to human health and occupational safety.

(4) In order to maintain the Property in a condition consistent with Act 2, if any asphalt, concrete, soil or other ground cover is excavated or removed from any part of the Property, remaining soils or other materials in the area where such excavation or removal occurred shall either (1) be demonstrated to meet, by the sampling and analysis thereof or such other means as may then be generally accepted, statewide health standards or site-specific numeric value developed according to the procedures set forth in 25 Pa. Code Chapter 250 Subchapter F and approved by the DEP or any successor agency thereto and all applicable federal, state and local laws, regulations and ordinances pertaining to the environment, human health and occupational safety or (2) be covered with material that provides protection to the extent necessary to eliminate pathways of exposure to the underlying soil, which cover material shall consist of (a) new asphalt, (b) new concrete, (c) not less than twelve (12) inches of (i) clean soil, (ii) clean fill (as defined by applicable laws and regulations), (iii) materials approved by the DEP or any successor agency thereto or (d) such other commercially available material of a thickness that is capable of physically supporting the intended use of the area where such excavation or removal occurred and that provides protection to the extent necessary to eliminate pathways of exposure to and from the underlying soil (the materials referred to in subparagraphs (c) and (d) being herein defined as "Alternative Cover"). Such new asphalt, new concrete or Alternative Cover shall be placed on the Property in the area where the excavation or removal occurred within such period of time as shall be prescribed by the worker health and occupational safety plan developed with respect to such excavation or removal, if such plan was required by applicable laws, regulations and ordinances, or within such period of time as shall otherwise be protective of workers' health. All asphalt, concrete, soil or other ground cover, including Alternative Cover, located on the Property on or after the date hereof shall be maintained by Owners in good and proper repair.

(5) Groundwater from beneath the surface of the Property or any part thereof shall not be used for any purpose and no wells for the extraction thereof shall be installed, permitted or utilized on the Property or any part thereof, provided, however, monitoring wells and treatment wells may be installed and operated on the Property, solely for the purposes of monitoring, treating and remediating such groundwater.

(6) In the event the Property owner(s) intends to sell part or all of the Property, the owner(s) shall notify USEPA at least thirty (30) calendar days prior to such sale and provide written documentation to USEPA which demonstrates that the prospective buyer is aware of the restrictions placed on land and groundwater use.

5. **Notice of Limitation in Future Conveyances.** Each instrument hereafter conveying any interest in the Property subject to this Environmental Covenant shall contain a notice of the activity and use limitations set forth in this Environmental Covenant and shall provide the recorded location of this Environmental Covenant.

6. **Compliance Reporting.** After written request by the Department, the then current owner of the Property shall submit, to PADEP, written documentation stating whether or not the activity and use limitations in this Environmental Covenants are being abided by. In addition, within 1 month after any of the following events, the then current owner of the Property shall submit, to PADEP and USEPA written documentation: noncompliance with the activity and use limitations in this Environmental Covenant, transfer of the Property; changes in use of the Property; or filing of applications for building permits for the Property and any proposals for any site work if the building or proposed site work will affect the contamination on the Property subject to this Environmental Covenant.

7. **Access by the Department.** In addition to any rights already possessed by PADEP, this Environmental Covenant grants to PADEP a right of reasonable access of the Property in connection with the implementation or enforcement of this Environmental Covenant.

8. **Recording & Proof & Notification.** Within 30 days after the date of PADEP's approval of this Environmental Covenant, ArtsQuest shall file this Environmental Covenant with the Recorder of Deeds for Northampton County, and send a file stamped copy of this Environmental Covenants to PADEP within 60 days of recording. Within that time period, ArtsQuest also shall send a file stamped copy to the City of Bethlehem and Northampton County.

9. **Termination or Modification.**

(a) This Environmental Covenant may only be terminated or modified in accordance with Sections 9 and 10 of UECA, 27 Pa. C. S. §§ 6509 and 6510.

(b) This Environmental Covenant shall terminate upon attainment, in accordance with 35 P. S. §§. 6026.101-6026.908, with an unrestricted use remediation standard for the above-described contamination at the Property. The Department must approve, in writing, of such termination.

10. **Department's Address.** Communications with PADEP regarding the Environmental Covenant shall be sent to:

Pennsylvania Department of Environmental Protection
Regional Environmental Cleanup Manager
2 Public Square
Wilkes Barre, PA 18711-0790

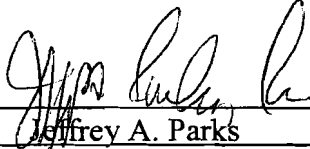
Pennsylvania Department of Environmental Protection
Director, Land Recycling Program
Rachael Carson State Office Building
400 Market Street
Harrisburg, PA 17015

ACKNOWLEDGMENTS by Owner

GRANTOR:

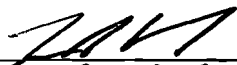
Date: 4/24/10

ArtsQuest

By: 
Name: Jeffrey A. Parks
Title: President

Date: 5-12-10

**APPROVED, by Commonwealth of
Pennsylvania Department of Environmental
Protection**

By: 
Name: Troy A Conrad
Title: Director

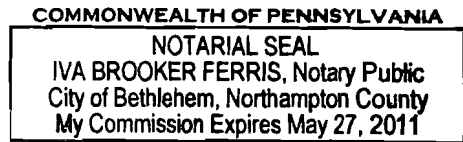
COMMONWEALTH OF PENNSYLVANIA)
 : ss.:
COUNTY OF Delaware)

On this 21st day of April, 2010, before me a notary public, the undersigned officer, personally appeared Jeffrey A. Parks, who acknowledged himself to be the President of ArtsQuest, a Pennsylvania nonprofit corporation, and that he as President, being authorized to do so, executed the foregoing instrument for the purpose therein contained by signing the name of ArtsQuest by himself as President.

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

Iva Brooker Ferris
NOTARY PUBLIC

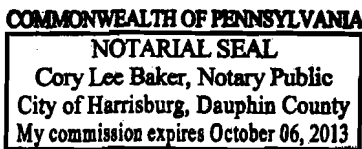
My Commission Expires:



COMMONWEALTH OF PENNSYLVANIA)
 : ss.:
COUNTY OF Dauphin)

On this 12 day of May, 2010, before me a notary public, the undersigned officer, personally appeared Troy Conrad, who acknowledged himself to be the Director, Land Recycling of the Pennsylvania Department of Environmental Protection, and that he/she as such officer, being authorized to do so, executed the foregoing instrument for the purpose therein contained by signing the name of the Pennsylvania Department of Environmental Protection by himself/herself as Director.

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



Cory Lee Baker
NOTARY PUBLIC

My Commission Expires:

Oct 06, 2013

EXHIBIT "A"



Fax: (732) 312-9801
Tele: (732) 312-9800

**METES AND BOUNDS DESCRIPTION
PARCEL IDENTIFICATION NO. P6-2-2-10B
CITY OF BETHLEHEM, COUNTY OF NORTHAMPTON
COMMONWEALTH OF PENNSYLVANIA**

All that certain tract or parcel of land located on Founders Way and East First Street in the City of Bethlehem, County of Northampton, Commonwealth of Pennsylvania, bounded and described as follows:

BEGINNING at the point, North 475,382.95, East 2,629,764.20 North American Datum 1983 (1992) (NAD83/92), Pennsylvania South said point being distant 238.53 feet in a southerly direction along the easterly right-of-way of Founders Way from the intersection of the easterly right-of-way of Founders Way and the southerly right-of-way of East First Street, if extended and running; thence with reference to North American Datum of 1983 (1992) (NAD83/92), Pennsylvania South

1. North 03 deg. 55 min. 43 sec. West, 213.52 feet coincident with the existing easterly right-of-way line of Founders Way to a point of curvature of a curve to the right Connecting the existing easterly right-of-way line of Founders Way with the southerly right-of-way of East First Street; thence
2. Northeasterly along a curve to the right having a Radius of 25.00 feet, an Arc Length of 39.28 feet, a Central Angle of 90 deg. 00 min. 49 sec. and a Chord bearing and distance of North 41 deg. 04 min. 42 sec. East, 35.36 feet to a point of tangency; thence the following two (2) courses coincident with the southerly right-of-way line of East First Street
3. North 86 deg. 05 min. 06 sec. East, 19.99 feet; thence
4. Northeasterly along a curve to the right having a Radius of 1933.64 feet, an Arc Length of 156.07 feet, a Central Angle of 04 deg. 37 min. 28 sec. and a Chord bearing and distance of North 88 deg. 23 min. 50 sec. East, 156.02 feet to a point; thence
5. South 03 deg. 55 min. 45 sec. East, 232.18 feet coincident with the line of division between Parcel No. P6 2 2-10A and Parcel No. P6 2 2-10B, to a point formed by the intersection of the aforesaid division line and the division line between Parcel No. P6 2 2-10 and Parcel No. P6 2 2-10B; thence
6. South 86 deg. 04 min. 17 sec. West, 200.89 feet coincident with the division line between Parcel No. P6 2 2-10 and Parcel No. P6 2 2-10B to the point and place of Beginning.

Containing 47,451 square feet or 1.089 acres of land, more or less.

Subject to: all easements recorded and unrecorded, restrictions, covenants and any other pertinent facts which a complete and accurate title search might disclose.

Being intended to describe Parcel P6 2 2-10B, a proposed new lot, as shown on map "Subdivision Plan for Sands Bethworks Gaming LLC, Parcel ID No. P6 2 2-10 & P6 2 2-10A, City of Bethlehem, Northampton County, Pennsylvania," dated July 29, 2009, by French and Parrello Associates, P.A., Charles E. Szovati, P.L.S.

Charles E. Szovati 7/30/09

Charles E. Szovati, P.L.S.
Professional Land Surveyor
Pennsylvania License No. SU-043970-R

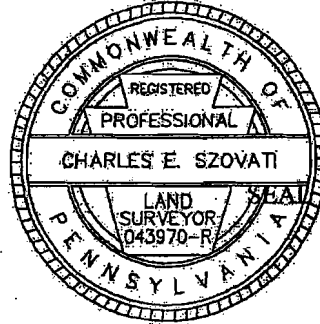


EXHIBIT "B"
MAP OF PROPERTY
 Performing Arts
 Center Property
 in Orange

GENERAL NOTES:

- BOUNDARY SURVEY DONE BY JOHN J. BRYAN, L.S., 10/15/2004
- ALL DIMENSIONS ARE IN FEET AND DECIMALS THEREOF.
- ALL DIMENSIONS ARE TO CENTERLINE UNLESS OTHERWISE NOTED.
- THE SURVEY IS BASED ON THE ASSUMPTION THAT THE CORNER MARKERS ARE IN THEIR ORIGINAL POSITIONS AND HAVE NOT BEEN MOVED OR DESTROYED. IF ANY CORNER MARKER IS FOUND TO BE MISSING OR IN DOUBT, THE SURVEYOR SHALL BE ADVISED IN WRITING AND THE SURVEY SHALL BE RECONSIDERED.
- THE SURVEY IS BASED ON THE ASSUMPTION THAT THE ADJACENT PROPERTIES ARE AS SHOWN ON THE PLANS AND THAT THE SURVEYOR HAS BEEN ADVISED OF ANY EASEMENTS OR OTHER INTERESTS AFFECTING THE PROPERTY.
- THE SURVEY IS BASED ON THE ASSUMPTION THAT THE ADJACENT PROPERTIES ARE AS SHOWN ON THE PLANS AND THAT THE SURVEYOR HAS BEEN ADVISED OF ANY EASEMENTS OR OTHER INTERESTS AFFECTING THE PROPERTY.
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- THE SURVEY IS BASED ON THE ASSUMPTION THAT THE ADJACENT PROPERTIES ARE AS SHOWN ON THE PLANS AND THAT THE SURVEYOR HAS BEEN ADVISED OF ANY EASEMENTS OR OTHER INTERESTS AFFECTING THE PROPERTY.

OWNER'S STATEMENT OF ACKNOWLEDGMENT
 I, the undersigned, being duly sworn, depose and say that I am the owner of the above described property and that I have read and understand the contents of the foregoing map and plan and that I have executed the same for the purposes and to the effect therein expressed.

PROFESSIONAL'S STATEMENT
 I, the undersigned, being duly sworn, depose and say that I am a duly licensed Professional Engineer in the State of Pennsylvania and that I have surveyed the above described property and that I have prepared the foregoing map and plan and that I have executed the same for the purposes and to the effect therein expressed.

APPROVED, CITY OF BETHLEHEM PLANNING COMMISSION

REMOVED, LEHIGH VALLEY PLANNING COMMISSION

NORTHAMPTON COUNTY RECORDERS OFFICE

PROFESSIONAL SEAL

FRENCH & PARRELLO

SUBDIVISION PLAN FOR SANDS BETHWORKS GAMING LLC PARCEL ID # PB 2-10A & PB 2-10B

CITY OF BETHLEHEM

NORTHAMPTON COUNTY

COMMONWEALTH OF PENNSYLVANIA

CHARNES & SEWELL P.L.L.C.

DATE: 10/15/2004