

# COUNTY OF NORTHAMPTON

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

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



Book - 2013-1 Starting Page - 119272  
\*Total Pages - 13

Instrument Number - 2013015768  
Recorded On 5/9/2013 At 1:11:32 PM

NCGIS Registry UPI Certification  
On May 8, 2013 By HG

\* Instrument Type - COVENANTS

Invoice Number - 741555

\* Grantor - D&M REALTY LLC

\* Grantee - PENNSYLVANIA DEPARTMENT OF ENVIRONMENTAL PROTECTION

User - LMC

\* Customer - SIMPLIFILE LC E-RECORDING

**\* FEES**

STATE WRIT TAX \$0.50  
RECORDING FEES \$29.00  
COUNTY RECORDS \$2.00  
IMPROVEMENT FEE  
DEEDS RECORDS \$3.00  
IMPROVEMENT FEE  
UPI CERTIFICATION FEE \$10.00  
TOTAL PAID \$44.50

**\* RECORDED BY:**

NORRIS MCLAUGHLIN & MARCUS, P.A.  
1611 POND ROAD, SUITE 300  
ALLENTOWN, PA 18104

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



*Andrea F. Suter*

Andrea F. Suter  
Recorder of Deeds

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

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



**PREPARED BY:**

Norris McLaughlin & Marcus, P.A.  
The Paragon Centre, Suite 300  
1611 Pond Road, Allentown, Pennsylvania 18104 Lehigh County  
Phone: 610-391-1800; Fax: 610-391-1805

**RETURN TO:**

Norris McLaughlin & Marcus, P.A.  
The Paragon Centre, Suite 300  
1611 Pond Road, Allentown, Pennsylvania 18104 Lehigh County  
Phone: 610-391-1800; Fax: 610-391-1805  
ATTN: John F. Lushis, Jr., Esquire

The County Parcel Identification Numbers of the Property subject to this Environmental Covenant is: P6-2-2-3. *320 1st St E, City of Bethlehem, Northampton County, PA*

**GRANTOR:** D & M Realty, LLC  
**PROPERTY ADDRESS:** 320 East First Street  
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. §§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 (the “Property”) by this Environmental Covenant is located in the City of Bethlehem, Northampton County, Pennsylvania.

The current postal street address of the Property is: **320 East First Street, Bethlehem, PA 18015.**

The County Parcel Identification No. of the Property is: P6-2-2-3.

The latitude and longitude of the center of the Property affected by this Environmental Covenant is: latitude: 40.613641; longitude: -75.373913.

The Property has been known by the following names: **a portion of Bethlehem Works Property, Phase I; Flyers Skate Zone; Steel Skate; and Steel Ice Center.**

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.**

(a) D & M Realty, LLC is the owner of the Property and the Grantor and Grantee of this Environmental Covenant. As the Grantee, D & M Realty, LLC is also the Holder under UECA. D & M Realty, LLC shall remain a Holder under this Environmental Covenant until it has conveyed title to all, but not less than all, of the Property to one or more third parties. Upon the conveyance of any portion of the Property, the grantee of that portion shall become a Holder under this Environmental Covenant with respect to the portion of the Property so conveyed.

(b) The mailing address of the owner is 320 East First Street, Bethlehem, PA 18015.

3. **Description of Contamination & Remedy**

The Property, which is part of the "Bethlehem Works Property" ("BWP") of the former Bethlehem Steel Corporation ("BSC"), was included within the soils and groundwater assessments conducted by BSC at the BWP between 1995 and 2003 with oversight by the United States Environmental Protection Agency and PADEP. Several samples at the BWP contained concentrations of heavy metals; however, none of the concentrations exceeded Pennsylvania's Statewide Health Standards for non-residential use. With respect to groundwater, which was investigated across the entire BWP, some volatile organic compounds (VOCs) were detected above their respective Maximum Contaminant Levels 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 VOC levels did not adversely impact human health or the environment.

PADEP approved the Final Reports for groundwater and soils and provided BSC a release of liability for groundwater on April 5, 1999, and a release of liability for soils on February 13, 2003. PADEP's approval of the Final Reports was contingent upon owners of property within the BWT placing restrictive covenants on land and groundwater use. This contingency was met by the execution and recordation by BSC of a document entitled "Bethlehem Works Declaration Of Covenants, Conditions, Restrictions, Release and Indemnification" dated October 12, 2001, and recorded in the Recorder of Deeds' Office in and for Northampton County (the "Recorder's Office") in Book 2001-1, at page 212961.

4. **Activity and Use Limitations.**

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:

(a) The Property shall not be used for any residential, recreational or agricultural purposes. Without limiting the generality of the foregoing, the Property shall not be used for any of the following purposes:

(i) Single family or multi-family dwellings or otherwise as a residence or dwelling quarters for any person or persons;

(ii) Unpaved parks or unpaved playgrounds having playground equipment including, without limitation, swing sets and sand boxes, erected or installed on such parks or playgrounds;

(iii) Campgrounds;

(iv) Daycare centers, nurseries, kindergartens, elementary and secondary schools, or similar facilities;

(v) Hospitals, nursing homes, shelters or similar facilities;

(vi) Cemeteries; and

(vii) The planting and raising of plants and crops for human consumption.

(b) 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.

(c) 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.

(d) In order to maintain the Property in a condition consistent with the Pennsylvania Land Recycling and Environment Remediation Standards Acts, 35 P.S. §6026.101 *et seq.* ("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 (i) be demonstrated to meet, by the sampling and analysis thereof or such other means as may then be generally accepted, Statewide Health Standards or a site-specific numeric value developed according to the procedures set forth in 25 Pa. Code Chapter 250 Subchapter F and approved by PADEP, 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 (ii) 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) or (III) materials approved by PADEP 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 clauses (C) and (D) of this subparagraph (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 is then 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 each owner of the Property where such Alternative Cover is located in good and proper repair.

(e) 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, that monitoring wells and treatment wells may be installed and operated on the Property solely for the purposes of monitoring, treating and remediating such groundwater.

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

6. **Compliance Reporting.** After written request by PADEP, the then current owner or owners of the Property shall submit to PADEP written documentation stating whether or not the use of the portion of the Property owned by such owner or owners is in compliance with the activity and use limitations in this Environmental Covenant. In addition, within thirty (30) days after any of the following events, the then current owner or owners of the Property shall submit to PADEP written documentation specifying: any noncompliance with the activity and use limitations in this Environmental Covenant; the transfer of the portion or portions of the Property owned by such owner or owners; changes in use of the portion or portions of the Property owned by such owner or owners; or the filing of applications for building permits for the portion or portions of the Property owned by such owner or owners and/or any proposals for any site work, if the building or proposed site work will affect the contamination on the portion or portions of the Property owned by such owner or owners of the Property.

7. **Access by PADEP.** 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 implementation or enforcement of this Environmental Covenant.

8. **Recording and Proof and Notification.** Within thirty (30) days after the date of PADEP's approval of this Environmental Covenant, D&M Realty, LLC shall record this Environmental Covenant in the Recorder's Office and send a file-stamped copy of this Environmental Covenant to PADEP within sixty (60) days of recording. Within such sixty (60)-day time period, D & M Realty, LLC also shall send a file-stamped copy of this Environmental Covenant to the City of Bethlehem and the County of Northampton.

9. **Termination or Modification.**

(a) This Environmental Covenant may only be terminated or modified in accordance with 27 Pa. C.S. § 6509 or §6510, or in accordance with this paragraph.

(b) This Environmental Covenant may be amended or terminated as to any portion of the Property that is acquired for use as state highway right-of-way by the Commonwealth of Pennsylvania provided that: (i) PADEP waives the requirements for an environmental covenant and for conversion pursuant to 27 Pa. C.S. §6517 to the same extent that this Environmental Covenant is amended or terminated; (ii) PADEP determines that such termination or modification of this Environmental Covenant will not adversely affect human health or the environment; and (iii) PADEP provides, or causes to be provided, thirty (30) days' advance written notice to the current property owner, each holder, and, as practicable, each person that originally signed this Environmental Covenant or successors-in-interest or assigns to such persons.

(c) This Environmental Covenant shall terminate upon attainment, in accordance with Act 2 (35 P.S. §§6026.101 et seq.) with an unrestricted use remediation standard for the above-described contamination at the Property. PADEP must approve, in writing, such termination.

(d) In accordance with 27 Pa. C.S. §6510(a)(3)(i), the Grantor/Grantee hereby waives the right to consent to any amendment or termination of this Environmental Covenant by consent if the Grantor/Grantee later conveys title to all of the Property, it being intended that any amendment to or termination of this Environmental Covenant by consent in accordance with this Paragraph 9(d) requires only the following signatures on the instrument amending or terminating this Environmental Covenant: (i) the then owner or owners of the Property and (ii) PADEP.

10. **PADEP's Address.** Communications with PADEP regarding this 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

11. **Multiple Counterparts.** This Environmental Covenant may be executed in multiple counterparts, each of which shall be regarded for all purposes as an original and such counterparts shall constitute but one and the same instrument.

12. **Severability.** The paragraphs of this Environmental Covenant shall be severable and should any part hereof be declared invalid or unenforceable, the remainder shall continue in full force and effect between the parties.

GRANTOR:

D&M Realty, LLC

Date: March 11, 2013

By: [Signature]  
Name: Daniel W Schantz  
Title: Manager

APPROVED:

Commonwealth of Pennsylvania,  
Department of Environmental Protection

Date: April 25, 2013

By: [Signature]  
Name: Troy A Conrad  
Title: Program Manager

COMMONWEALTH OF PENNSYLVANIA )  
 )  
COUNTY OF NORTHAMPTON Lehigh ) SS:

On this 11 day of March, 2013, before me, the undersigned officer, personally appeared Daniel W Schantz who acknowledged himself/herself to be the Manager of D&M Realty, LLC, a Pennsylvania limited liability company, and he/she as such Manager, being authorized to do so, executed the foregoing Environmental Covenant for the purposes therein contained.

COMMONWEALTH OF PENNSYLVANIA  
NOTARIAL SEAL  
Lisa A. Myers, Notary Public  
S Whitehall Twp, Lehigh County  
My commission expires May 28, 2015

In witness whereof, I hereunto set my hand and official seal.

Lisa A Myers  
Notary Public

COMMONWEALTH OF PENNSYLVANIA )  
 )  
COUNTY OF Dauphin ) SS:

On this 25 day of April, 2013, before me, the undersigned officer, personally appeared Troy Conrad, who acknowledged himself/herself to be the Director Land Recycling of the Commonwealth of Pennsylvania, Department of Environmental Protection, Central [insert name of regional office], and that he/she, being authorized to do so, executed the foregoing Environmental Covenant for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal.

Cory Lee Baker  
Notary Public

COMMONWEALTH OF PENNSYLVANIA  
NOTARIAL SEAL  
Cory Lee Baker, Notary Public  
City of Harrisburg, Dauphin County  
My commission expires October 06, 2013



**EXHIBIT A**

**Description of Property – Metes and Bounds**

All that certain tract of land, together with the improvements thereon, situate in the City of Bethlehem, Northampton County, and Commonwealth of Pennsylvania, which is designated as LOT 3B on the subdivision plan entitled "SUBDIVISION PLAN LOT 3 - BETHLEHEM WORKS - PHASE ONE", and dated July 25, 2000, last revised September 13, 2000, and which is recorded in the Office for Recording of Deeds in and for said Northampton County (the "Office") in Plan Book Vol. 2001-5, at page 21, said tract of land being more particularly bounded and described as follows:

(see attached)

BEGINNING at a TRUE POINT OF BEGINNING the location of which is ascertained as follows: beginning at the northwesterly corner of the tract of land that was conveyed by the Grantor to Mark A. Zelezen and Debra J. Zelezen, husband and wife, by Deed dated December 27, 1985, and recorded in the Office in Deed Book Vol. 693, at page 1041; thence, along said last-mentioned tract of land South eighty-nine degrees fifty-seven minutes eleven seconds East (S. 89° 57' 11" E.) one hundred eighty and no one-hundredths (180.00) feet to the westerly line of a tract of land now or formerly of Northampton County New Jobs Corp.; thence, along said last-mentioned tract of land, the following two (2) courses and distances: (1) North zero degrees two minutes forty-nine seconds East (N. 00° 02' 49" E.) ten and twenty-four one-hundredths (10.24) feet, and (2) North eighty-nine degrees fifty-five minutes thirty-nine seconds East (N. 89° 55' 39" E.) one hundred ninety-five and ninety-nine one-hundredths (195.99) feet to said TRUE POINT OF BEGINNING; thence, along other lands of the Grantor, being also along the westerly line of the tract of land designated as LOT 3A on the above-mentioned subdivision plan, North zero degrees four minutes twenty-one seconds West (N. 00° 04' 21" W.) four hundred thirty-three and ninety-five one-hundredths (433.95) feet to the southerly line of the right of way of East First Street; thence, along said southerly line of East First Street, the following three (3) courses and distances: (1) northeastwardly by a curve to the left the radius of which is two thousand seven hundred forty-five and three one-hundredths (2,745.03) feet and the chord of which bears North eighty-six degrees fifty-six minutes thirty-eight seconds East (N. 86° 56' 38" E.) one hundred twenty-four and thirty-three one-hundredths (124.33) feet, an arc distance of one hundred twenty-four and thirty-four one-hundredths (124.34), (2) North eighty-five degrees thirty-eight minutes forty-six seconds East (N. 85° 38' 46" E.) ninety-eight and seven one-hundredths (98.07) feet, and (3) northeastwardly by a curve to the right the radius of which is two thousand six hundred two and seven one-hundredths (2,602.07) feet and the chord of which bears North eighty-six degrees forty-seven minutes fourteen seconds East (N. 86° 47' 14" E.) one hundred three and sixty-four one-hundredths (103.64) feet, an arc distance of one hundred three and sixty-five one-hundredths (103.65) feet to a point at the intersection of said southerly line of East First Street and the westerly line of the right of way of Polk Street; thence, southeastwardly by a curve to the right the radius of which is twenty-five and no one-hundredths (25.00) feet and the chord of which bears South forty-six degrees fifteen minutes thirty-eight seconds East (S. 46° 15' 38" E.) thirty-five and eighty-five one-hundredths (35.85) feet, an arc distance of thirty-nine and ninety-eight one-hundredths (39.98) feet; thence; continuing along said westerly line of Polk Street, South zero degrees twenty-six minutes fifty-eight seconds East (S. 00° 26' 58" E.) four hundred twenty-eight and sixty-one one-hundredths (428.61) feet to a point in said westerly line of Polk Street; thence, South eighty-nine degrees fifty-five minutes thirty-nine seconds West (S. 89° 55' 39" W.) five and no one-hundredths (5.00) feet, to the northeasterly corner of said tract of land now or formerly of Northampton County New Jobs Corp.; thence, continuing along said last-mentioned tract of land, South eighty-nine degrees fifty-five minutes thirty-nine seconds West (S. 89° 55' 39" W.) three hundred forty-nine and thirteen one-hundredths (349.13) feet to said TRUE POINT OF BEGINNING; CONTAINING three and five thousand nine hundred thirty-one ten-thousandths (3.5931) acres, more or less.

**EXHIBIT B**  
**Map of Property**

13015768-13

**KEYSTONE CONSULTING ENGINEERS, INC.**  
 433 EAST BROAD STREET, BETHLEHEM, PA. 18018  
 610-966-4566  
 610-966-0871

**LOT 3**  
 BETHLEHEM WORKS - PHASE ONE

**KEYSTONE CONSULTING ENGINEERS, INC.**  
 433 EAST BROAD STREET, BETHLEHEM, PA. 18018  
 610-966-4566  
 610-966-0871

DATE: JAN 25, 2000  
 DRAWN BY: K.K.H.  
 SCALE: 1" = 50'  
 SHEET 1 OF 1

**STATEMENT OF INTENT**  
 TO RECORD THE PLAN OF THE BETHLEHEM WORKS - PHASE ONE  
 IN THE COUNTY OF NORTHAMPTON  
 NORTHAMPTON COUNTY RECORDER OF DEEDS  
 100 NORTH MARKET STREET  
 LEHIGH VALLEY, PA. 18001

**OWNERSHIP CERTIFICATION**  
 I, the undersigned, being the owner of the above described premises, do hereby certify that the above described premises are owned by me, and that I am the owner of the same, and that I have no interest in the same, and that I have no knowledge of any other person claiming an interest in the same.

**OWNER'S CERTIFICATION**  
 I, the undersigned, being the owner of the above described premises, do hereby certify that the above described premises are owned by me, and that I am the owner of the same, and that I have no interest in the same, and that I have no knowledge of any other person claiming an interest in the same.

**LEGEND**  
 ...

**NOTES**  
 ...

**LOCATION KEY**  
 ...

**SITE DATA**  
 ...

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