

# 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. Mantel - Deputy



Book - 2013-1 Starting Page - 119236

\*Total Pages - 21

Instrument Number - 2013015765  
Recorded On 5/9/2013 At 1:05:40 PM

NCGIS Registry UPI Certification  
On May 8, 2013 By IIG

\* Instrument Type - COVENANTS  
Invoice Number - 741552

\* Grantor - SANDS BETHWORKS GAMING LLC

\* Grantee - PENNSYLVANIA DEPARTMENT OF ENVIRONMENTAL PROTECTION  
User - LMC

\* Customer - SIMPLIFILE I.C.E. RECORDING

**\* FEES**

STATE WRIT TAX	\$0.50
RECORDING FEES	\$45.00
COUNTY RECORDS IMPROVEMENT FEE	\$2.00
DEEDS RECORDS IMPROVEMENT FEE	\$3.00
UPI CERTIFICATION FEE	\$10.00
TOTAL PAID	\$60.50

**\*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

Book: 2013-1

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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 Number of the Property subject to this Environmental Covenant is P6-2-2-25. *Bethlehem City*

**GRANTOR:** Sands Bethworks Gaming LLC  
**PROPERTY ADDRESS:** 77 Sands Boulevard  
Bethlehem, PA 18015

**ENVIRONMENTAL COVENANT - SANDS BETHWORKS GAMING LLC -  
CONDOMINIUM UNIT 1**

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 hereof to the activity and 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: **77 Sands Boulevard, Bethlehem, PA 18015.**

The County Parcel Identification No. of the Property is **P6-2-2-25.**

The latitude and longitude of the center of the Property is: latitude: 40.61504;  
Longitude: -75.35789.

The Property has been known by the following names: a portion of Bethlehem Works Property, Phase I and Phase II; a portion of the former Bethlehem Steel Corporation, Bethlehem Plant Site; and Sands Casino -- Resort Bethlehem.

The Property comprises Condominium "Unit 1" as shown on the Condominium Plat entitled "Sands Bethworks, a Condominium", prepared by French & Parrello Associates, P.A., Consulting Engineers, Project Number 04C155D, dated July 29, 2008.

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) Sands Bethworks Gaming LLC is the owner of the Property and the Grantor and Grantee of this Environmental Covenant. As the Grantee, Sands Bethworks Gaming LLC is also the Holder under UECA. Sands Bethworks Gaming LLC shall remain a Holder under this Environmental Covenant until Sands Bethworks Gaming 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 of the Property 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 77 Sands Boulevard, Bethlehem, PA 18015.

3. Description of Contamination and 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 to 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 BWP placing restrictive covenants on land and groundwater use. This contingency was met by the execution and recordation by Tecumseh Redevelopment Inc. (assignee of BSC with respect to the BWP) of a document entitled "Bethlehem Works Declaration Of Covenants, Conditions, Restrictions, Release and Indemnification" dated September 13, 2004, and recorded in the Recorder of Deeds' Office in and for Northampton County (the "Recorder's Office") in Book 2004-1, at page 364516 as Instrument No. 2004058090.

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.

(c) 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, Sands Bethworks Gaming 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, Sands Bethworks Gaming 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

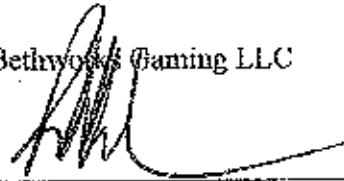
Pennsylvania Department of Environmental Protection  
Director, Land Recycling Program  
Rachael Carson State Office Building  
400 Market Street  
Harrisburg, PA 17015

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:

Sands Bethwoods Gaming LLC

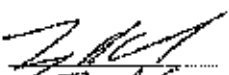


By: \_\_\_\_\_  
Name: Robert J. DeSalvio  
Title: President

Date: March 21, 2013

APPROVED:

Commonwealth of Pennsylvania,  
Department of Environmental Protection

By:  \_\_\_\_\_  
Name: Troy A. Carrod  
Title: Program Manager


Date: April 25, 2013

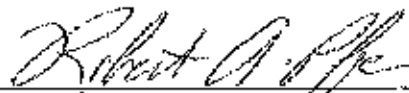
CONSENT BY CITY OF BETHLEHEM

The City of Bethlehem (the "City") hereby acknowledges that portions of the Property subject to this Environmental Covenant may include streets that have been dedicated to the City of Bethlehem for public use without a conveyance to the City of the legal title thereto. Accordingly, to the extent permitted by applicable law, the City hereby consents to the recording of this Environmental Covenant and agrees to be bound by the terms and conditions hereof with respect to those portions of the Property, if any, that have been dedicated to public use; provided, however, that the granting of such consent shall not be deemed to make the City a Grantor or Grantee with respect to this Environmental Covenant.

CITY OF BETHLEHEM

Date: March 31, 2013

By:   
Name: John B. Callahan  
Title: Mayor

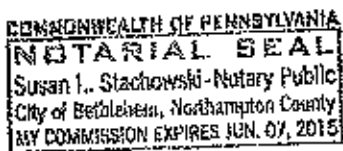
By:  3/21/13  
Name: Robert A. Pfanning  
Title: (Deputy) Controller



COMMONWEALTH OF PENNSYLVANIA )  
 )  
COUNTY OF NORTHAMPTON ) SS:

On this 21 day of MARCH, 2013, before me, the undersigned officer, personally appeared Robert J. DeSalvio who acknowledged himself to be the President of Sands Bethworks Gaming LLC, a Pennsylvania limited liability company, and he as such President, 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.



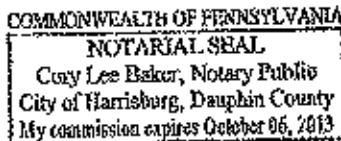
Susan L. Stachowski  
Notary Public

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 Office Land Recycling, 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 )  
 )  
COUNTY OF NORTHAMPTON ) SS:

On this 21 day of March, 2013, before me, the undersigned officer, personally appeared John B. Callahan who acknowledged himself to be the Mayor of City of Bethlehem, a Pennsylvania municipal corporation, and he as such Mayor, 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.

Louise M. Kelchner  
Notary Public

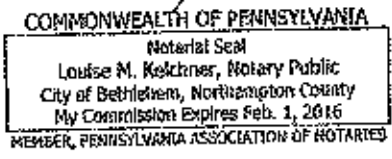


COMMONWEALTH OF PENNSYLVANIA )  
 )  
COUNTY OF NORTHAMPTON ) SS:

On this 21 day of March, 2013, before me, the undersigned officer, personally appeared Robert A. Hannon, who acknowledged himself to be the (~~Deputy~~) Controller of City of Bethlehem, a Pennsylvania municipal corporation, and he as such (~~Deputy~~) Controller, 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.

Louise M. Kelchner



**EXHIBIT A**

**Description of Property - Metes and Bounds**

ALL THAT CERTAIN CONDOMINIUM UNIT located in the City of Bethlehem, County of Northampton and Commonwealth of Pennsylvania, shown and identified as "Unit 1" on the Condominium Plat for "Sands Bethworks, a Condominium" prepared by French & Parrello Associates, P.A., Consulting Engineers, Project Number 04C155D, dated July 29, 2008, being Northampton County Tax Parcel P6-2-2-25A 0204, more fully described as follows:

BEGINNING at the point, now evidenced by a found Railroad Spike, formed by the intersection of the existing Northerly right-of-way line of State Route 412, North 475,023.4527, East 2,633,561.7547 North American Datum 1983 (1991) (NAD83/92), Pennsylvania South, with the division line between Parcel No. P7-6-6B-0204, lands of now or formerly Lehigh Heavy Forge Corporation and Parcel No. P6-2-2-0204, lands of now or formerly Sands Bethworks Gaming LLC and running; thence with reference to North American Datum of 1983 (1992) (NAD83/92), Pennsylvania South, the following eleven (11) courses coincident with the existing Northerly right-of-way line of State Route 412

1. North 71 deg. 39 min. 45 sec. West, 33.98 feet to a point, now evidenced by a found P.K. nail; thence
2. North 78 deg. 33 min. 57 sec. West, 128.20 feet to a point; thence
3. North 78 deg. 11 min. 47 sec. West, 177.92 feet to a point, now evidenced by a found P.K. nail; thence
4. South 83 deg. 52 min. 48 sec. West, 53.16 feet to a point; thence
5. North 78 deg. 13 min. 14 sec. West, 169.08 feet to a point; thence
6. North 15 deg. 07 min. 05 sec. East, 7.00 feet to a point; thence
7. North 61 deg. 50 min. 44 sec. West, 50.68 feet to a point; thence
8. North 69 deg. 40 min. 25 sec. West, 148.08 feet to a point; thence
9. North 72 deg. 04 min. 39 sec. West, 99.58 feet to a point; thence
10. North 74 deg. 22 min. 18 sec. West, 53.25 feet to a point; thence
11. North 70 deg. 04 min. 47 sec. West, 63.78 feet to a point of curvature of a curve to the right connecting the existing Northerly right-of-way line of State Route 412 with the Easterly right-of-way line of Legislative Route 48129-A50 (also known as Stefko Boulevard) and (also known as Minsi Trail Bridge); thence

12. Northwestery along a curve to the right having a Radius of 120.00 feet, an Arc Length of 89.88 feet, a Central Angle of 42 deg. 54 min. 50 sec. and a Chord bearing and distance of North 48 deg. 37 min. 22 sec. West, 87.79 feet to a point of tangency; thence
13. North 10 deg. 05 min. 52 sec. West, 55.33 feet coincident with Easterly right-of-way line of Legislative Route 48129-A50 (also known as Stefko Boulevard) and (also known as Minsi Trail Bridge) to a point; said point being on the Easterly right-of-way line of Legislative Route 48129-A50 (also known as Stefko Boulevard) and (also known as Minsi Trail Bridge) at the Southerly terminus of the existing Easterly line of an "Aerial Easement plus a Surface Easement unlimited in vertical dimensions for the accommodation of piers and other appurtenances between stations 20+20.00 to 41+47.50;" as shown on plan entitled "Commonwealth of Pennsylvania, Department of Transportation, Authorizing Condemnation of Right-of-Way for 48129/A-50R/W, Northampton County, from Station 18+90.00 to 48+54.00; thence
14. South 86 deg. 07 min. 41 sec. West, 103.50 feet crossing said right-of-way of Legislative Route 48129-A50 (also known as Stefko Boulevard) and (also known as Minsi Trail Bridge) coincident with the Southerly terminus of an "Aerial Easement plus a Surface Easement unlimited in vertical dimensions for the accommodation of piers and other appurtenances between stations 20+20.00 to 41+47.50;" as shown on above referenced plan, to a point of curvature of a curve to the right connecting the existing Westerly right-of-way line of Legislative Route 48129-A50 (also known as Stefko Boulevard) and (also known as Minsi Trail Bridge) with the existing Northerly right-of-way line of Daly Avenue; said point being at the Southerly terminus of the existing Westerly line of an "Aerial Easement plus a Surface Easement unlimited in vertical dimensions for the accommodation of piers and other appurtenances between stations 20+20.00 to 41+47.50;" as shown on above referenced plan; thence
15. Southwestery along a curve to the right having a Radius of 25.00 feet, an Arc Length of 39.29 feet, a Central Angle of 90 deg. 02 min. 11 sec. and a Chord bearing and distance of South 39 deg. 51 min. 04 sec. West, 35.37 feet to a point of tangency on the existing Northerly right-of-way line of Daly Avenue; thence the following seven (7) courses coincident with the existing Northerly right-of-way line of Daly Avenue
16. North 87 deg. 52 min. 24 sec. West, 194.10 feet to a point; thence
17. North 83 deg. 42 min. 50 sec. West, 32.37 feet to a point; thence
18. North 86 deg. 11 min. 04 sec. West, 128.82 feet to a point of curvature of a curve to the left; thence
19. Northwestery and Southwestery along a curve to the left having a Radius of 1,448.65 feet, an Arc Length of 314.87 feet, a Central Angle of 12 deg. 27 min. 13 sec. and a Chord bearing and distance of South 87 deg. 35 min. 19 sec. West, 314.25 feet to a point of tangency; thence

20. South 81 deg. 21 min. 43 sec. West, 79.82 feet to a point of curvature of a curve to the left; thence
21. Southwesterly along a curve to the left having a Radius of 1,153.98 feet, an Arc Length of 142.22 feet, a Central Angle of 07 deg. 03 min. 40 sec. and a Chord bearing and distance of South 76 deg. 41 min. 58 sec. West, 142.12 feet to a point of tangency; thence
22. South 72 deg. 08 min. 17 sec. West, 314.39 feet to a point; thence. The following twenty-two (22) courses coincident with a proposed subdivision line through lands now or formerly Bethworks Gaming LLC:
23. North 17 deg. 51 min. 41 sec. West, 31.11 feet to a point on a non-tangential curve to the left; thence
24. Northwesterly along a curve to the left having a Radius of 75.00 feet, an Arc Length of 72.29 feet, a Central Angle of 55 deg. 13 min. 21 sec. and a Chord bearing and distance of North 38 deg. 31 min. 33 sec. East, 69.52 feet to a point of tangency; thence
25. North 10 deg. 54 min. 53 sec. East, 98.06 feet to a point of curvature of a curve to the right; thence
26. Northeasterly along a curve to the right having a Radius of 129.00 feet, an Arc Length of 191.83 feet, a Central Angle of 85 deg. 12 min. 02 sec. and a Chord bearing and distance of North 53 deg. 30 min. 54 sec. East, 174.63 feet to a point of reverse curvature; thence
27. Northeasterly along a curve to the left having a Radius of 1,147.48 feet, an Arc Length of 230.92 feet, a Central Angle of 11 deg. 31 min. 49 sec. and a Chord bearing and distance of North 89 deg. 29 min. 47 sec. East, 230.53 feet to a point of tangency; thence
28. North 82 deg. 52 min. 38 sec. East, 150.15 feet to a point of curvature of a curve to the left; thence
29. Northeasterly along a curve to the left having a Radius of 50.00 feet, an Arc Length of 34.67 feet, a Central Angle of 39 deg. 43 min. 27 sec. and a Chord bearing and distance of North 63 deg. 00 min. 55 sec. East, 33.98 feet to a point; thence
30. North 04 deg. 08 min. 36 sec. West, 156.11 feet to a point; thence
31. North 83 deg. 47 min. 10 sec. East, 18.43 feet to a point; thence
32. North 03 deg. 57 min. 03 sec. West, 47.36 feet to a point; thence
33. South 86 deg. 40 min. 22 sec. West, 18.31 feet to a point; thence
34. North 03 deg. 48 min. 01 sec. West, 21.74 feet to a point; thence

35. South 86 deg. 30 min. 09 sec. West, 42.35 feet to a point; thence
36. North 04 deg. 08 min. 36 sec. West, 119.47 feet to a point; thence
37. South 86 deg. 04 min. 12 sec. West, 299.67 feet to a point; thence
38. North 04 deg. 08 min. 36 sec. West, 13.21 feet to a point; thence
39. North 83 deg. 42 min. 11 sec. West, 69.49 feet to a point; thence
40. South 85 deg. 55 min. 23 sec. West, 35.17 feet to a point; thence
41. South 80 deg. 35 min. 16 sec. West, 38.52 feet to a point; thence
42. South 86 deg. 19 min. 57 sec. West, 287.08 feet to a point; thence
43. North 87 deg. 14 min. 00 sec. West, 92.19 feet to a point; thence
44. North 03 deg. 51 min. 22 sec. West, 410.55 feet to a point on the division line between Parcel No. P6-2-23-0204 lands of now or formerly Lehigh Valley Rail Management, LLC and Parcel No. P6-2-2-0204, lands of now or formerly Sands-Bethworks Gaming, LLC, thence the following nineteen (19) courses coincident with the division line between Parcel No. P6-2-23-0204, lands of now or formerly Lehigh Valley Rail Management, LLC and Parcel No. P6-2-2-0204, lands of now or formerly Sands-Bethworks Gaming, LLC
45. North 79 deg. 48 min. 35 sec. East, 1204.52 feet to a point; thence
46. South 10 deg. 11 min. 25 sec. East, 10.00 feet to a point; thence
47. North 79 deg. 48 min. 35 sec. East, 73.00 feet to a point; thence
48. North 10 deg. 11 min. 25 sec. West, 10.00 feet to a point; thence
49. North 79 deg. 48 min. 35 sec. East, 65.10 feet to a point of curvature of a curve to the left; thence
50. Northeasterly along a curve to the left having a Radius of 462.21 feet, an Arc Length of 56.60 feet, a Central Angle of 07 deg. 00 min. 56 sec. and a Chord bearing and distance of North 76 deg. 18 min. 07 sec. East, 56.56 feet to a point of reverse curvature; thence
51. Northeasterly along a curve to the right having a Radius of 1233.25 feet, an Arc Length of 156.30 feet, a Central Angle of 07 deg. 15 min. 41 sec. and a Chord bearing and distance of North 76 deg. 25 min. 30 sec. East, 156.19 feet to a point of tangency; thence
52. North 80 deg. 03 min. 20 sec. East, 152.52 feet to a point of curvature to the left; thence

53. Northeasterly along a curve to the left having a Radius of 450.16 feet, an Arc Length of 139.25 feet, a Central Angle of 17 deg. 43 min, 26 sec. and a Chord bearing and distance of North 71 deg. 11 min. 37 sec. East, 138.70 feet to a point of tangency; thence
54. North 62 deg. 19 min, 54 sec. East, 129.13 feet to a point; thence
55. North 63 deg. 41 min, 11 sec. East, 97.18 feet to a point; thence
56. South 36 deg, 53 min, 17 sec. East, 105.24 feet coincident with the aforesaid division line and also coincident with the division line between Parcel No. P7-6-6B-0204, lands of now or formerly Lehigh Heavy Forge Corporation and Parcel No. P6-2-2-0204, lands of now or formerly Sands-Bethworks Gaming, LLC; said division line passes over a found iron pin, distant 60.63 feet from the beginning of this course, at the intersection of the division line between Parcel No. P7-6-6B-0204, lands of now formerly Lehigh Heavy Forge Corporation and Parcel No. P6-2-2J-0204, lands of now or formerly Lehigh Valley Rail Management, LLC and Parcel No. P6-2-2-0204, lands of now or formerly Sands-Bethworks Gaming, LLC, to a point now evidenced by a found iron pin; thence the following seven (7) courses coincident with the division line between Parcel No. P7-6-6B-0204, lands of now or formerly Lehigh Heavy Forge Corporation and Parcel No. P6-2-2-0204, lands of now or formerly Sands-Bethworks Gaming, LLC.
57. South 81 deg. 34 min, 04 sec. East, 67.46 feet, to a point, now evidenced by a found iron pin; thence
58. South 49 deg. 18 min, 05 sec. East, 24.96 feet, to a point, now evidenced by a found iron pin; thence
59. South 36 deg. 11 min. 25 sec. East, 44.13 feet, to a point, now evidenced by a found iron pin; thence
60. South 41 deg. 42 min, 11 sec. East, 53.96, to a point, now evidenced by a found iron pin; thence
61. South 18 deg. 53 min. 32 sec. East, 220.91 feet, to a point, now evidenced by a found iron pin; thence
62. South 04 deg. 12 min. 07 sec. East, 540.00 feet, to a point, now evidenced by a found iron pin; thence
63. South 21 deg. 52 min. 00 sec. East, 830.30 feet, to the point and place of BEGINNING.

Containing 2,451,291 square feet or 56.274 acres of land, more or less.

Subject to all easement or rights-of-way as shown on map entitled "Subdivision Plan for Sands Bethworks Gaming LLC, Parcel ID No. P6-2-2-0204, City of Bethlehem, Northampton County, Pennsylvania," dated July 16, 2007, prepared by French and Parrello Associates, P.A., William G. Ericco, P.L.S., 43-A Newburgh Road, Hackettstown, New Jersey 07840 and to any other easements or rights-of-



way not revealed by available Bethlehem Steel Corporation Records, Public Records and Title Commitment Reference No. NYN04-001196-C, undated, issued by Commonwealth Land Title Insurance Company.

Bearings are based on a map entitled "Subdivision Plan for Sands Bethworks Gaming LLC, Parcel ID No. P6-2-2-0204, City of Bethlehem, Northampton County, Pennsylvania," dated July 16, 2007, prepared by French and Parrello Associates, P.A., William G. Errico, P.L.S., 43-A Newburgh Road, Hackettstown, New Jersey 07840.

The above description was written pursuant to a survey of property designated as Parcel No. P6-2-2-0204 in the City of Bethlehem, County of Northampton, Commonwealth of Pennsylvania. Said survey was prepared by French and Parrello Associates, P.A., William G. Errico, P.L.S., 43-A Newburgh Road, Hackettstown, New Jersey 07840.

LESS AND EXCEPTING that certain parcel of land bounded and described as follows:

ALL THAT CERTAIN CONDOMINIUM UNIT located in the City of Bethlehem, County of Northampton and Commonwealth of Pennsylvania, shown and identified as "Unit 2" on the Condominium Plat for "Sands Bethworks, a Condominium" prepared by French & Farello Associates, P.A., Consulting Engineers, Project Number 04C1550, dated July 29, 2008 (the "Declaration Plan"), being Northampton County Tax Parcel P6-2-2-25A 0204, more fully described as follows:

BEGINNING at the point, now evidenced by a found railroad spike, formed by the intersection of the existing Northerly right-of-way line of State Route 412, North 475,023.4527, East 2,633,561.7347 North American Datum 1983 (1992) (NAD83/92), Pennsylvania South, with the division line between Parcel No. P7-6-6B-0204, lands of now or formerly Lehigh Heavy Forge Corporation, and Parcel No. P6-2-2-0204, lands of now or formerly Sands Bethworks Gaming LLC, and running thence, with reference to North American Datum of 1983 (1992) (NAD83/92), Pennsylvania South, the following eleven (11) courses coincident with the existing Northerly right-of-way line of State Route 412:

1. North 71° 39' 45" West 33.98 feet to a point, now evidenced by a found P.K. nail; thence
2. North 78° 33' 57" West 128.20 feet to a point; thence
3. North 78° 11' 47" West 177.92 feet to a point, now evidenced by a found P.K. nail; thence
4. South 83° 52' 48" West 53.16 feet to a point; thence
5. North 78° 13' 14" West 169.08 feet to a point; thence
6. North 15° 07' 05" East 7.00 feet to a point; thence
7. North 61° 50' 44" West 50.68 feet to a point; thence
8. North 69° 40' 25" West 148.08 feet to a point; thence
9. North 72° 04' 39" West 99.58 feet to a point; thence
10. North 74° 22' 18" West 53.25 feet to a point; thence
11. North 70° 04' 47" West 63.78 feet to a point of curvature of a curve to the right connecting the existing Northerly right-of-way line of State Route 412 with the Easterly right-of-way line of Legislative Route 48129-A50 (also known as Stefko Boulevard) and (also known as Minsi Trail Bridge); thence
12. Northwesterly along a curve to the right having a radius of 120.00 feet, an arc length of 89.88 feet, a central angle of 42° 54' 50" and a chord bearing and distance of North 48° 37' 22" West 87.79 feet to a point of tangency; thence
13. North 10° 05' 52" West 55.33 feet coincident with Easterly right-of-way line of Legislative Route 48129-A50 (also known as Stefko Boulevard and also known as Minsi Trail Bridge) to a point, said point being on the Easterly right-of-way line of Legislative Route 48129-A50 (also known as Stefko Boulevard and also known as Minsi Trail Bridge) at the Southerly terminus of the existing Easterly line of an "Aerial Easement plus a Surface Easement unlimited in vertical dimensions for the accommodation of piers and other appurtenances between stations 20+20.00 to 41 +47.50"; as shown on the plan entitled "Commonwealth of Pennsylvania, Department of Transportation, Authorizing Condemnation of Right-of-Way for 48129/A-50R/W, Northampton County, from Station 18+90.00 to 48+54.00 (the "Condemnation Plan"); thence
14. South 86° 07' 41" West 108.50 feet crossing said right-of-way of Legislative Route 48129-A50 (also known as Stefko Boulevard and also known as Minsi Trail Bridge) coincident with the Southerly terminus of an "Aerial Easement plus a Surface Easement unlimited in vertical dimensions for the accommodation of piers and other appurtenances between stations 20+20.00 to 41 +47.50"; as shown on the Condemnation Plan, to a point of curvature of a curve to the right connecting the existing Westerly right-of-way line of Legislative Route 48129-A50 (also known as Stefko Boulevard and also known as Minsi Trail Bridge) with the existing Northerly right-of-way line of Dairy Avenue, said point being at the Southerly terminus of the existing Westerly line of an "Aerial Easement plus a Surface

Basement unlimited in vertical dimensions for the accommodation of piers and other appurtenances between stations 20+20.00 to 41+47.50", as shown on the Condemnation Plan; thence

Continuing N 10° 38' 52" W 101.71 feet as shown on the Condemnation Plan;

Thence N 03° 41' 54" W 185.00 feet (?) to the course identified as L18 on the Condemnation Plan;

Thence N 03° 51' 58" W 120.14 feet to the TRUE POINT OF BEGINNING;


Thence the following twenty-two courses forming the perimeter of Condominium Unit 2, identified on the Declaration Plan, as follows:

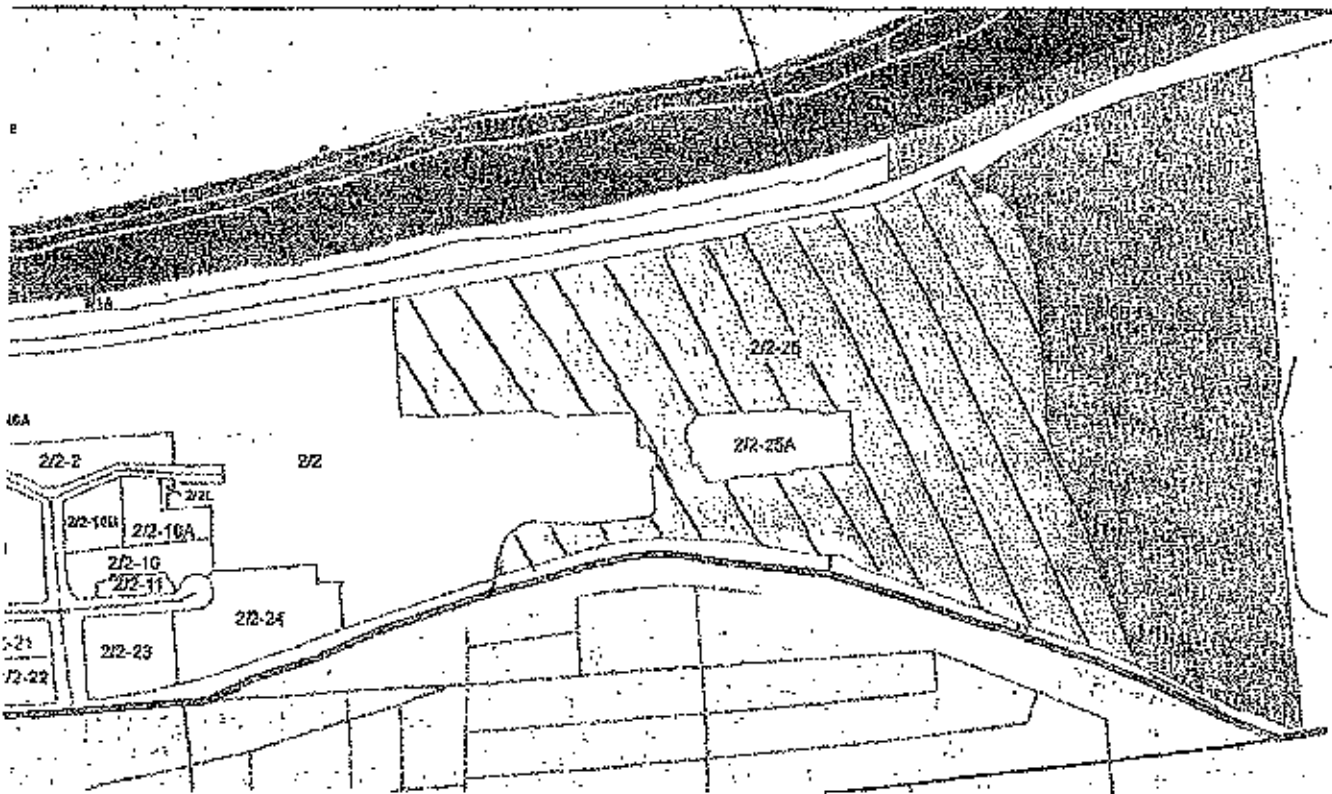
- 1) L19: N 86° 08' 36" E 33.11 feet
- 2) L20: N 03° 51' 24" W 184.17 feet
- 3) L21: S 86° 08' 36" W 107.09 feet
- 4) L22: N 03° 51' 24" W 10.00 feet
- 5) L23: S 86° 08' 36" W 70.10 feet
- 6) L24: N 03° 51' 24" W 8.79 feet
- 7) L25: S 86° 08' 36" W 372.50 feet
- 8) L26: S 03° 53' 39" E 2.71 feet
- 9) L58: S 03° 53' 39" E 14.04 feet
- 10) L57: S 63° 38' 36" W 45.50 feet
- 11) L56: S 03° 51' 24" E 56.64 feet
- 12) L55: S 26° 21' 17" E 47.54 feet
- 13) L54: S 63° 33' 59" W 12.04 feet
- 14) L53: S 26° 26' 01" E 37.98 feet
- 15) L52: N 63° 38' 36" E 18.98 feet
- 16) L51: S 26° 21' 24" E 72.76 feet
- 17) L50: N 86° 08' 36" E 79.42 feet
- 18) L49: N 03° 51' 24" W 8.42 feet
- 19) L48: N 86° 08' 36" E 235.00 feet
- 20) L47: N 03° 51' 24" W 15.00 feet
- 21) L46: N 86° 08' 36" E 177.06 feet
- 22) L45: N 03° 51' 28" W 7.97 feet

**EXHIBIT B**

**Map of Property**

Northampton County

 = Subject Parcel(s)



# 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. Maurer - Deputy



Book - 2013-1 Starting Page - 132982

\*Total Pages - 11

Instrument Number - 2013017515  
 Recorded On 5/23/2013 At 1:45:38 PM

NCGIS Registry UPI Certification On May 23, 2013 By IIG
--

\* Instrument Type - TERMINATION OF MISCELLANEOUS PAPER

Invoice Number - 742957

\* Grantor - SANDS BETHWORKS GAMING LLC

\* Grantee - SANDS BETHWORKS GAMING LLC

User - KSK

\* Customer - SIMPLIFILE LC F-RECORDING

**\* FEES**

**\*RECORDED BY:**

STATE WRIT TAX	\$0.50
RECORDING FEES	\$25.00
COUNTY RECORDS IMPROVEMENT FEE	\$2.00
DEEDS RECORDS IMPROVEMENT FEE	\$3.00
UPI CERTIFICATION FEE	\$10.00
<b>TOTAL PAID</b>	<b>\$40.50</b>

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

<p>THIS IS A CERTIFICATION PAGE</p> <p><b>Do Not Detach</b></p> <p>THIS PAGE IS NOW THE FIRST PAGE OF THIS LEGAL DOCUMENT</p>
---

Book: 2013-1

Page: 132982

00ATSR



\* - 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 No. of the Property is: P6 2 2-25 0204  
Municipality: City of Bethlehem, Northampton County, PA.

**TERMINATION OF DECLARATION OF COVENANTS, CONDITIONS,  
RESTRICTIONS, RELEASE AND INDEMNIFICATION  
(Phase II)**

THIS TERMINATION OF DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, RELEASE AND INDEMNIFICATION (this "Termination") is made this 21 day of March, 2013, by SANDS BETHWORKS GAMING LLC, a Pennsylvania limited liability company, having an office at 77 Sands Boulevard, Bethlehem, Pennsylvania 18015 ("Sands Gaming").

**BACKGROUND**

A. Tecumseh Redevelopment Inc, a Delaware corporation ("Tecumsch"), subjected certain property (the "Property") located in the City of Bethlehem, Northampton County, Pennsylvania then owned by Tecumsch to certain use and activity restrictions and limitations pursuant to Declaration of Covenants, Conditions, Restrictions, Release and Indemnification dated September 13, 2004, and recorded in the Recorder of Deeds' Office in and for Northampton County, Pennsylvania in Book Vol. 2004-1, at Page 364515 (the "Declaration"), which Property is more fully described in the Declaration, and attached here as Exhibit "A".

B. Section 7 of the Declaration provides that for as long as Tecumsch, its successors and assigns, shall have the right to enforce the conditions, covenants, restrictions, release and indemnification contained in the Declaration, Tecumseh, its successors and assigns, shall have the right to terminate the Declaration without the consent of the other owners of the Property provided, that such termination is acceptable to the Commonwealth of Pennsylvania, Department of Environmental Protection.

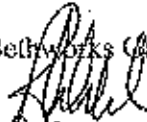
C. Sands Gaming is a successor assignee of Tecumsch and a current owner of portions of the Property and pursuant to Section 7 of the Declaration currently holds the right to enforce the Declaration.

D. Sands Gaming desires to terminate the Declaration.

NOW, THEREFORE, the Declaration shall be and hereby is terminated and cancelled as of the date hereof.

Sands Bethlehem Gaming LLC

Date: March 21, 2013

By:   
Name: ROBERT J. DESALVO  
Title: PRESIDENT

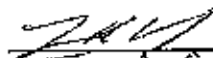
**ACKNOWLEDGMENT OF COMMONWEALTH OF PENNSYLVANIA,  
DEPARTMENT OF ENVIRONMENTAL PROTECTION**

In light of the Environmental Covenants recently recorded regarding the Property, the Commonwealth of Pennsylvania, Department of Environmental Protection hereby acknowledges that the foregoing termination of the Declaration is acceptable.

ACKNOWLEDGED:

Commonwealth of Pennsylvania,  
Department of Environmental Protection


Date: May 13, 2013

By:   
Name: Troy A. Conrad  
Title: Manager



COMMONWEALTH OF PENNSYLVANIA )  
 )  
COUNTY OF NORTHAMPTON ) SS:

On this 21 day of MARCH, 2013, before me, the undersigned officer, personally appeared Robert J. DeSalvia who acknowledged himself to be the PRESIDENT of Sands Bethworks Gaming LLC, a Pennsylvania limited liability company, and he as such PRESIDENT, 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.  
 Susan L. Stachowski  
Notary Public

COMMONWEALTH OF PENNSYLVANIA )  
 )  
COUNTY OF Dauphin ) SS:

On this 13 day of May, 2013, before me, the undersigned officer, personally appeared Cory A. Conrad, who acknowledged himself/herself to be the Program Mgr. LRP of the Commonwealth of Pennsylvania, Department of Environmental Protection, CENTRAL 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

**PHASE TWO**  
**Bethlehem Works Property**

All that certain tract of land, situate in the City of Bethlehem, Northampton County, Pennsylvania, which is bounded and described as follows:

BEGINNING at southwesterly corner of the tract of land that was conveyed by Bethlehem Steel Corporation to Lehigh Heavy Forge Corporation, under its then name Lehigh Forge Corporation, by Deed dated September 19, 1997, and recorded in the Office for Recording of Deeds in and for said Northampton County in Deed Book Vol. 1997-1, at page 105338; being on the northerly line of the right of way of Daly Avenue (S.R. 412); thence, along said northerly line, the following twenty-five (25) courses and distances: (1) North sixty-seven degrees forty-eight minutes twenty-three seconds West (N.  $67^{\circ} 48' 23''$  W.) thirty-three and ninety-eight one-hundredths (33.98) feet, (2) north seventy-four degrees forty-two minutes thirty-five Seconds West (N.  $74^{\circ} 42' 35''$  W.) one hundred twenty-eight and twenty one-hundredths (128.20) feet (3) North seventy-four degrees twenty minutes twenty-five seconds West (N.  $74^{\circ} 20' 25''$  W.) one hundred seventy-seven and ninety-two one-hundredths (177.92) feet, (4) South eighty-seven degrees forty-four minutes ten seconds West (S.  $87^{\circ} 44' 10''$  W.) fifty-three and sixteen one-hundredths (53.16) feet, (5) South eighteen degrees forty-four minutes fifty seconds West (S.  $18^{\circ} 44' 50''$  W.) one and three one-hundredths (1.03) feet, (6) North seventy-one degrees fifteen minutes ten seconds West (N.  $71^{\circ} 15' 10''$  W.) fifteen and forty-one one-hundredths (15.41) feet, (7) North seventy-five degrees one minute seventeen seconds

West (N. 75° 01' 17" W.) one hundred fifty-three and seventy-six one-hundredths (153.76) feet, (8) North eighteen degrees fifty-eight minutes twenty-seven seconds East (N. 18° 58' 27" E.) eight and ninety-six one-hundredths (8.96) feet, (9) North fifty-seven degrees fifty-nine minutes twenty-two seconds West (N. 57° 59' 22" W.) fifty and sixty-eight one-hundredths (50.68) feet, (10) North sixty-five degrees forty-nine minutes two seconds West (N. 65° 49' 02" W.) one hundred forty-eight and eight one-hundredths (148.08) feet, (11) North sixty-eight degrees thirteen minutes seventeen seconds West (N. 68° 13' 17" W.) ninety-nine and fifty-eight one-hundredths (99.59) feet, (12) North seventy degrees thirty minutes fifty-six seconds West (N. 70° 30' 56" W.) fifty-three and twenty-five one-hundredths (53.25) feet, (13) North sixty-six degrees thirteen minutes twenty-five seconds West (N. 66° 13' 25" W.) sixty-three and seventy-eight one-hundredths (63.78) feet, (14) northwesterly by a curve to the right the radius of which is one hundred twenty and no one-hundredths (120.00) feet and the chord of which bears North forty-four degrees forty-six minutes zero seconds West (N. 44° 46' 00" W.) eighty-seven and seventy-nine one-hundredths (87.79) feet, an arc distance of eighty-nine and eighty-eight one-hundredths (89.88) feet, (15) North six degrees fourteen minutes thirty seconds West (N. 06° 14' 30" W.) fifty-five and thirty-three one-hundredths (55.33) feet, (16) South eighty-nine degrees fifty-nine minutes three seconds West (S. 89° 59' 03" W.) one hundred eight and fifty one-hundredths (108.50) feet, (17) southwesterly 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-three degrees forty-two minutes twenty-six seconds West (S. 43° 42' 26" W.) thirty-five and thirty-seven one-hundredths (35.37) feet, an arc

distance of thirty-nine and twenty-nine one-hundredths (39.29) feet, (18) North eighty-four degrees one minute two seconds West (N.  $84^{\circ} 01' 02''$  W.) one hundred ninety-four and ten one-hundredths (194.10) feet, (19) North seventy-nine degrees fifty-one minutes twenty-eight seconds West (N.  $79^{\circ} 51' 28''$  W.) thirty-two and thirty-seven (32.37) feet, (20) North eighty-two degrees nineteen minutes forty-two seconds West (N.  $82^{\circ} 19' 42''$  W.) one hundred twenty-eight and eighty-two one-hundredths (128.82) feet, (21) southwesterly by a curve to the left the radius of which is one thousand four hundred forty-eight and sixty-five one-hundredths (1,448.65) feet and the chord of which bears South eighty-eight degrees thirty-three minutes nineteen seconds West (S.  $88^{\circ} 33' 19''$  W.) three hundred fourteen and twenty-five one-hundredths (314.25) feet, an arc distance of three hundred fourteen and eighty-seven one-hundredths (314.87) feet, (22) South eighty-five degrees thirteen minutes five seconds West (S.  $85^{\circ} 13' 05''$  W.) seventy-nine and eighty-two one-hundredths (79.82) feet, (23) southwesterly by a curve to the left the radius of which is one thousand one hundred fifty-three and ninety-eight one-hundredths (1,153.98) feet and the chord of which bears South eighty degrees thirty-three minutes twenty seconds West (S.  $80^{\circ} 33' 20''$  W.) one hundred forty-two and twelve one-hundredths (142.12) feet, an arc distance of one hundred forty-two and twenty-one one-hundredths (142.21) feet, (24) South seventy-five degrees fifty-nine minutes thirty-nine seconds West (S.  $75^{\circ} 59' 39''$  W.) four hundred sixty-eight and ninety-six one-hundredths (468.96) feet, and (25) South seventy-five degrees fifty-four minutes nineteen seconds West (S.  $75^{\circ} 54' 19''$  W.) three hundred forty-four and thirteen one-hundredths (344.13) feet, to the southeasterly corner of other lands of Bethlehem Steel Corporation

known as Phase One of Bethlehem Works; thence along said Phase One the following fifteen (15) courses and distances: (1) due North ninety-one and forty-six one-hundredths (91.46) feet, (2) northwesterly by a curve to the left the radius of which is sixty and no one-hundredths (60.00) feet and the chord of which bears North zero degrees two minutes ten seconds West (N.  $00^{\circ} 02' 10''$  W.) one hundred twenty and no one-hundredths (120.00) feet, an arc distance of one hundred eighty-eight and fifty-seven one-hundredths (188.57) feet, (3) South eighty-nine degrees fifty-five minutes thirty-nine seconds West (S.  $89^{\circ} 55' 39''$  W.) eighty-one and twenty-four one-hundredths (81.24) feet, (4) North zero degrees four minutes twenty-one seconds West (N.  $00^{\circ} 04' 21''$  W.) sixty-five and no one-hundredths (65.00) feet, (5) South eighty-nine degrees fifty-five minutes thirty-nine seconds West (S.  $89^{\circ} 55' 39''$  W.) three hundred seventy-one and sixty-four one-hundredths (371.64) feet, (6) North zero degrees four minutes twenty-one seconds West (N.  $00^{\circ} 04' 21''$  W.) two hundred twenty and ninety-five one-hundredths (220.95) feet, (7) South eighty-nine degrees forty-nine minutes forty-nine seconds West (S.  $89^{\circ} 49' 49''$  W.) one hundred seventy-six and forty-three one-hundredths (176.43) feet, (8) North zero degrees ten minutes eleven seconds West (N.  $00^{\circ} 10' 11''$  W.) one hundred six and forty-eight one-hundredths (106.48) feet, (9) North seven degrees thirteen minutes thirty-three seconds East (N.  $07^{\circ} 13' 33''$  E.) sixty and no one-hundredths (60.00) feet, (10) North eighty-two degrees forty-six minutes twenty-seven seconds West (N.  $82^{\circ} 46' 27''$  W.) fifty and no one-hundredths (50.00) feet, (11) North zero degrees three minutes thirty-two seconds West (N.  $00^{\circ} 03' 32''$  W.) one hundred and nine one-hundredths (100.09) feet, (12) South eighty-nine degrees fifty-six minutes twenty-eight seconds West

(S. 89° 56' 28" W) eight hundred fifty-five and seventy-six one-hundredths (855.76) feet, (13) South zero degrees three minutes thirty-two seconds East (S. 00° 03' 32" E.) eighty-four and no one-hundredths (84.00) feet, (14) South eighty-nine degrees fifty-six minutes twenty-eight seconds West (S. 89° 56' 28" W.) one hundred sixty-four and no one-hundredths (164.00) feet, and (15) North zero degrees three minutes thirty-two seconds West (N. 00° 03' 32" W.) three hundred forty-eight and ninety-five one-hundredths (348.95) feet; thence, leaving said Phase I of Bethlehem Works and continuing along other lands of said Bethlehem Steel Corporation, the following six (6) courses and distances: (1) northeastwardly by a curve to the right the radius of which is one thousand nine hundred three and seventy-eight one-hundredths (1903.78) feet and the chord of which bears North eighty-five degrees forty-four minutes thirty-one seconds East (N. 85° 44' 31" E.) one hundred twenty-nine and fifty-nine one-hundredths (129.59) feet, an arc distance of one hundred twenty-nine and sixty-two one-hundredths (129.62) feet, (2) North eighty-nine degrees thirty-two minutes fifty-eight seconds East (N. 89° 32' 58" E.) five hundred eighty-one and seventy-one one-hundredths (581.71) feet, (3) northeastwardly by a curve to the left the radius of which is three thousand seven hundred seventy-seven and eighteen one-hundredths (3775.18) feet and the chord of which bears North eighty-six degrees thirty-seven minutes four seconds East (N. 86° 37' 04" E.) three hundred eighty-six and eighteen one-hundredths (386.18) feet, an arc distance of three hundred eighty-six and thirty-five one-hundredths (386.35) feet, (4) North eighty-three degrees forty-one minutes ten seconds East (N. 83° 41' 10" E.) two thousand two hundred fifty-seven and seventeen one-hundredths (2257.17) feet, (4)

northeastwardly by a curve to the left the radius of which is one thousand seven hundred thirty-three and fifty-one-hundredths (1733.50) feet and the chord of which bears North seventy-six degrees twenty-two minutes thirty-two seconds East (N.  $76^{\circ} 22' 32''$  E.) five hundred thirty-six and twenty-four one-hundredths (536.24) feet, an arc distance of five hundred thirty-eight and forty one-hundredths (538.40) feet, and (5) North sixty-seven degrees twenty-eight minutes forty seconds East (N.  $67^{\circ} 28' 40''$  E.) ninety-five and forty-five one-hundredths (95.45) feet, and (6) South thirty-three degrees one minute fifty-five seconds East (S.  $33^{\circ} 01' 55''$  E.) one hundred three and thirty one-hundredths (103.30) feet to the northwesterly corner of said tract of land now or formerly of said Lehigh Heavy Forge Corporation; thence, along the westerly line of said last-mentioned tract of land the following eight (8) courses and distances: (1) South thirty-three degrees one minute fifty-five seconds East (S.  $33^{\circ} 01' 55''$  E.) forty-four and fifty-nine one-hundredths (44.59) feet, (2) South seventy-seven degrees forty-two minutes forty-two seconds East (S.  $77^{\circ} 42' 42''$  E.) sixty-seven and forty-six one-hundredths (67.46) feet, (3) South forty-five degrees twenty-six minutes forty-three seconds East (S.  $45^{\circ} 26' 43''$  E.) twenty-four and ninety-six one-hundredths (24.96) feet, (4) South thirty-two degrees twenty minutes three seconds East (S.  $32^{\circ} 20' 03''$  E.) forty-four and thirteen one-hundredths (44.13) feet, (5) South thirty-seven degrees fifty minutes forty-nine seconds East (S.  $37^{\circ} 50' 49''$  E.) fifty-three and ninety-six one-hundredths (53.96) feet, (6) South fifteen degrees two minutes ten seconds East (S.  $15^{\circ} 02' 10''$  E.) two hundred twenty and ninety-one one-hundredths (220.91) feet, (7) South zero degrees twenty minutes forty-five seconds East (S.  $00^{\circ} 20' 45''$  E.) five hundred forty and no one-hundredths (540.00) feet, and (8) South

eighteen degrees zero minutes thirty-eight seconds East (S. 18° 00' 38" E.) three hundred thirty and thirty one-hundredths (330.30) feet to the place of beginning; CONTAINING ninety-five and four hundred sixty-two one-thousandths (95.462) acres, more or less.

LESS AND EXCEPTING the tract of land that was conveyed by Tecumseh Redevelopment Inc. to Lehigh Valley Rail Management LLC by Quitclaim Deed dated May 24, 2004, and recorded in the real property records of Northampton County, Pennsylvania in Deed Book Vol. 2004-1, at page 233459.

TOTAL ACREAGE REMAINING 90.9993 ACRES, MORE OR LESS