

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. Manieri - Deputy



Book - 2013-1 Starting Page - 119182

*Total Pages - 12

Instrument Number - 2013015762

Recorded On 5/9/2013 At 1:05:37 PM

* Instrument Type - COVENANTS

Invoice Number - 741552

* Grantor - SANDS BETHWORKS RETAIL LLC

* Grantee - PENNSYLVANIA DEPARTMENT OF ENVIRONMENTAL PROTECTION

User - LMC

* Customer - SIMPLIFILE LC E-RECORDING

*** FEES**

STATE WRIT TAX
 RECORDING FEES
 COUNTY RECORDS
 IMPROVEMENT FEE
 DEEDS RECORDS
 IMPROVEMENT FEE
 UPI CERTIFICATION FEE
 TOTAL PAID

***RECORDED BY:**

\$0.50 NORRIS MCLAUGHLIN & MARCUS, P.A.
 \$27.00 1611 POND ROAD, SUITE 300
 \$2.00 ALLENTOWN, PA 18104

\$3.00

\$30.00 I hereby CERTIFY that this document is recorded in the
 \$62.50 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 P6-2-2-25A. *Bethlehem City*

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

ENVIRONMENTAL COVENANT - ENVIRONMENTAL COVENANT FOR SANDS BETHWORKS RETAIL LLC – CONDOMINIUM UNIT 2

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: **P6-2-2-25A.**

The latitude and longitude of the center of the Property is: latitude: 40.61467; longitude: -75.35917.

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 2" 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 Retail LLC is the owner of the Property and the Grantor and Grantee of this Environmental Covenant. As the Grantee, Sands Bethworks Retail LLC is also the Holder under UECA. Sands Bethworks Retail LLC shall remain a Holder under this Environmental Covenant until Sands Bethworks Retail 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) 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, Sands Bethworks Retail 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 Retail 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

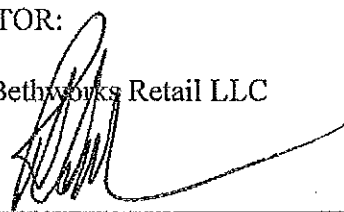
Pennsylvania Department of Environmental Protection
Director, Land Recycling Program
Rachael Carson State Office Building
400 Market Street
Harrisburg, PA 17015

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 Bethworks Retail LLC



By: _____

Name: Robert J. DeSalvio

Title: President

Date: March 21, 2013

APPROVED:

Commonwealth of Pennsylvania,
Department of Environmental Protection

Date: April 25 2013

By: _____

Name: Troy A. Conrad


Title: Program Manager

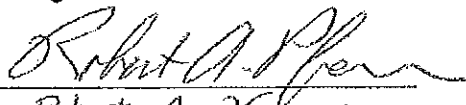
CONSENT BY CITY OF BETHLEHEM

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 21, 2013

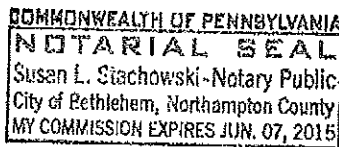
By: 
Name: John B. Callahan
Title: Mayor

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

COMMONWEALTH OF PENNSYLVANIA)
)
COUNTY OF NORTHAMPTON) SS:

On this 31 day of MARCH, 2013, before me, the undersigned officer, personally appeared Robert J. DeSalvio who acknowledged himself to be the President of Bethworks Retail 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.



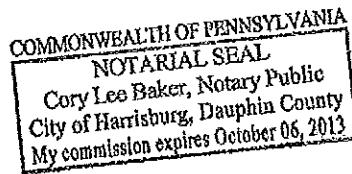
Susan L. Stachowski
Notary Public

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

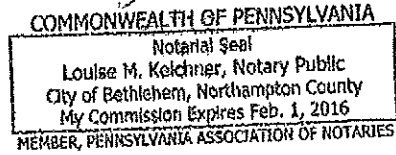


COMMONWEALTH OF PENNSYLVANIA)
)
COUNTY OF NORTHAMPTON) SS:

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. Pearson 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

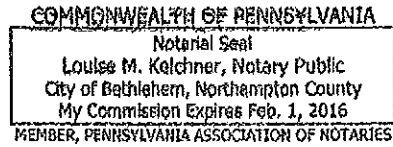


EXHIBIT A

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 2" 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 (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 2,633,561.7547 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 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 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)

