

LAW OFFICES OF
RISKIN AND RISKIN
18 EAST MARKET STREET
P.O. Box 1446
BETHLEHEM, PENNSYLVANIA 18016-1446

MILTON B. RISKIN
MICHAEL E. RISKIN

AREA CODE 610
868-8543

TELEFAX:
610-691-7866

TONY HANNA, Ex Director
Redevelopment Auth

Date: 3-11-13
Re: Redevelopment Auth
Our file #:

City of Bethlehem -
Bethworks ENVI COVENANT

ENCLOSED FOR YOUR ACTION

The following information is enclosed:

Environment al Covenant recorded
1-24-13 in Book 2013-1 pg 21085.

Recorder of Deeds Office Northampton
County

- Please review and call with any revisions or questions.
- Please call for an appointment to sign the original.
- Please sign on every line noted and return to us promptly.
- Signature required in _____ place(s).
- Please have signature notarized.
- _____
- _____
- _____

Copy to:
J. JACKSON Eaton III Esq. (ARTS Quest)
John F. Lushis, Jr. Esq. (GANDS)
William K. Ahlert (copy to E-mail him)

Cordially,

Michael E Riskin
Riskin and Riskin

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 - 21085

*Total Pages - 12

Instrument Number - 2013003061

Recorded On 1/24/2013 At 10:34:40 AM

* Instrument Type - COVENANTS

Invoice Number - 731515

* Grantor - REDEVELOPMENT AUTHORITY OF THE CITY OF BETHLEHEM

* Grantee - REDEVELOPMENT AUTHORITY OF THE CITY OF BETHLEHEM

User - HMT

* Customer - RISKIN & RISKIN

* FEES

STATE WRIT TAX	\$0.50
RECORDING FEES	\$27.00
COUNTY RECORDS	\$2.00
IMPROVEMENT FEE	
DEEDS RECORDS	\$3.00
IMPROVEMENT FEE	
UPI CERTIFICATION FEE	\$40.00
TOTAL PAID	\$72.50

*RECORDED BY:

RISKIN & RISKIN
18 E MARKET ST
PO BOX 1446
BETHLEHEM, PA 18016-1446

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

Page: 21085

00AIH3



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



When recorded, return to:
Tony Hanna
10 East Church Street
Bethlehem, PA 18018

The County Parcel Identification Nos. of the Property are: P6-2-2-2, P6-2-2-2A, P6-2-2-9A, and P6-2-2K

GRANTOR and GRANTEE: REDEVELOPMENT AUTHORITY OF THE CITY OF BETHLEHEM

**PROPERTY ADDRESS: 711 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 (Department).

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

The postal street address of the Property is: 711 East First Street, Bethlehem, PA 18015

The latitude and longitude of the center of the Property affected by this Environmental Covenant is: 40.6146 N 75.3681 W.

The Property has been known by the following names: Portion of Bethlehem Works Property, Phase I and Phase II, Portion of former Bethlehem Steel Site, and Twenty First Century Town Square.

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.** Redevelopment Authority of the City of Bethlehem is the owner of the Property and the GRANTOR and GRANTEE of this Environmental Covenant.

3. The mailing address of the owner is: **10 East Church Street, Bethlehem, PA 18018.**

4. **Description of Contamination & Remedy.** The Property was included within Phase I and Phase II of the soils and groundwater work conducted by Bethlehem Steel

Corporation ("BSC") at the Bethlehem Works ("Bethworks") Tract between 1995 and 2000 with the United States' Environmental Protection Agency ("USEPA") and Department oversight. Several samples taken at the Bethworks Tract contained concentrations of heavy metals; however, none of the concentrations exceeded Pennsylvania's Statewide Health Standard for non-residential use. With respect to groundwater investigated across the entire Bethworks Tract, some volatile organic compounds (VOCs) were found above their respective Maximum Contaminant Level established by the Safe Drinking Water Act, 42U.S. C Section 300g-1, although a supplemental monitoring program completed in 2000 showed that those VOC levels did not impact human health and the environment.

The Department approved the Final Reports for soil and groundwater and provided BSC with a release of liability for groundwater on April 5, 1999, and soils on September 14, 2000 (Phase I) and February 19, 2003 (Phase II). The Department's approval was contingent upon the BSC Facility owners placing restrictive covenants on land and groundwater use on the site which was complied with by recording the Bethlehem Works Declaration in October 2001.

5. **Activity & 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:

- (1) 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 utilities, 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. For the purposes of this Declaration, laws, regulations and ordinances pertaining to the environment, human health and occupational safety shall be deemed to include, without limitation, all applicable laws, regulations and ordinances relating to worker health and occupational safety plans.
- (2) 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 environmental and those pertaining to human health and occupational safety.
- (3) In order to maintain the Property in a condition consistent with Act 2, if any asphalt, concrete, soil or other ground cover is excavated or removed from any part of the Property, remaining soil or other materials in the area where such excavation or removal occurred (the "Area") shall either (1) be demonstrated to meet, by the sampling and analysis thereof or such other means as may then be generally accepted, standards for soil as established under Act 2 and all applicable federal, state, and local laws, regulations and ordinances pertaining to the environment, human health, and occupational safety, or (2) be covered with

material that provides protection to the extent necessary to eliminate pathways of exposure to the underlying soil, which cover material may consist of (a) new asphalt, (b) new concrete, (c) not less than twelve (12) inches of (i) clean soil, (ii) clean fill (as defined by applicable laws and regulations), (iii) materials approved by the Department 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 and that provides such protection to eliminate pathways of exposure to and from the underlying soil (the materials referred to in subparagraphs (c) and (d) being herein defined as "Alternate Cover"). Such new asphalt, new concrete or Alternate Cover shall be placed on the Property in the Area within such period of time as shall be prescribed by the worker health and occupational safety plan developed with respect to such excavation or removal, if such plan was required by applicable laws, regulations and ordinances, or as shall otherwise be protective of workers' health. All asphalt, concrete, soil or Alternate Cover, located on the Property on or after the date hereof shall be maintained by Owners in good and proper repair.

- (4) 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, unless authorized by the Department; provided, however, monitoring wells and treatment wells may be installed and operated on the Property by Bethlehem, its successors and assigns solely for the purpose of monitoring, treating and remediating such groundwater.
- (5) Due to potential vapor intrusion concerns a Building Restriction Area, shown on Exhibit B, has been established for a portion of the Property. No structures designed for routine occupancy shall be allowed within this area unless the GRANTOR (1) demonstrate that vapor intrusion is not a complete pathway by the sampling and analysis for soil gas as established under Act 2 and all applicable federal, state, and local laws, regulations and ordinances pertaining to the environment, human health, and occupational safety, and/or (2) develops and implements engineering controls within any occupied structures to provide protection to the extent necessary to eliminate pathways of exposure to the underlying soil gas.

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

7. **Compliance Reporting.** After written request by the Department or by the USEPA, the then current owner of the Property shall submit, to the Department and to the USEPA, written documentation stating whether or not the activity and use limitations in this Environmental Covenant are being abided by. In addition, within 1 month after any of the following events, the then current owner of the Property shall submit, to the Department and to

the USEPA, written documentation: noncompliance with the activity and use limitations in this Environmental Covenant; transfer of the Property; changes in use of the Property; or filing of applications for building permits for the Property and any proposals for any site work, if the building or proposed site work will affect the contamination on the Property subject to this Environmental Covenant.

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

9. **Recording & Proof & Notification.** Within 30 days after the date of the Department's approval of this Environmental Covenant, the Redevelopment Authority of the City of Bethlehem shall file this Environmental Covenant with the Recorder of Deeds for Northampton County, and send a file-stamped copy of this Environmental Covenant to the Department within 60 days of recording. Within that time period, the Redevelopment Authority of the City of Bethlehem also shall send a file-stamped copy to each of the following: the City of Bethlehem, Northampton County, and the USEPA.

10. **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 provided that: (1) the Department 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; (2) the Department determines that termination or modification of this Environmental Covenant will not adversely affect human health or the environment; and (3) the Department provides 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 to such persons.

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

11. **Department's and USEPA's address.**

(a) Communications with the Department 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

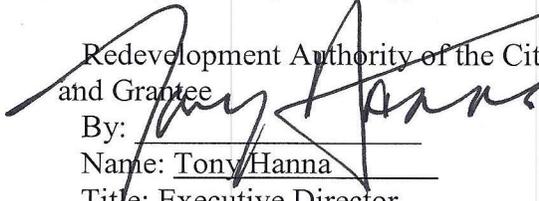
Pennsylvania Department of Environmental Protection
Director, Land Recycling Program
Rachel Carson State Office Building
400 Market Street
Harrisburg, PA 17015

(b) Communications with the USEPA regarding this Environmental Covenant shall be sent to:

United States Environmental Protection Agency
Chief, PA Operations
1650 Arch Street
WCMD 3WC 22
Philadelphia, PA 19103.

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.

ACKNOWLEDGMENTS by Owner(s) and any Holder(s), in the following form:

Date: _____
Redevelopment Authority of the City of Bethlehem, Grantor
and Grantee
By: 
Name: Tony Hanna
Title: Executive Director

Date: _____
APPROVED, by Commonwealth of Pennsylvania,
Department of Environmental Protection
By: 
Name: Troy A. Conrad
Title: Manager, Land Recycling Program

COMMONWEALTH OF PENNSYLVANIA)

) SS:

COUNTY OF Northampton)

On this 5 day of October 2012, before me, the undersigned officer, personally appeared Tony Hanna, Executive Director of the Redevelopment Authority of the City of Bethlehem, who acknowledged that he, being authorized to do so, executed the Environmental Covenant, for the purposes therein contained, by signing his name.

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

Christina M. Roberts

Notary Public

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Christina M. Roberts, Notary Public
City of Bethlehem, Northampton County
My Commission Expires May 6, 2013
Member, Pennsylvania Association of Notaries

COMMONWEALTH OF PENNSYLVANIA)

) SS:

COUNTY OF DAUPHIN)

On this 2 day of November 2012, before me, the undersigned officer, personally appeared Troy Conrad, the Program Manager, Land Recycling Program, Department of Environmental Protection of the Commonwealth of Pennsylvania, who acknowledged that he, being authorized to do so, executed the Environmental Covenant, for the purposes therein contained, by signing his name.

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

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

Cory Lee Baker

Notary Public

EXHIBIT A
LAND TO BE CONVEYED TO GRANTEE

CB-09-062

June 15, 2011

ALL THAT CERTAIN tract or parcel of land situate along the northerly right-of-way of East First Street, north of the intersection of Founders Way in the City of Bethlehem, County of Northampton, Commonwealth of Pennsylvania, and identified as tax parcel P6-2-2-2 on a plan entitled "21st Century Town Square, Subdivision Record Plan I" prepared by Wallace Roberts & Todd, LLC and Keystone Consulting Engineers Inc., dated August 26, 2010, last revised March 31, 2011, recorded in the Northampton County Recorder of Deeds Office as Plan Book No. 2011-5, Page 63, bounded and described as follows to wit:

BEGINNING at a point in the northerly right-of-way of East First Street said point being a common corner with lands now or formerly of Sands Bethworks Retail LLC, known as tax parcel P6-2-2;

Thence along the northerly right-of-way of East First Street the following seven (7) courses and distances:

1. following a curve to the right with a radius of 1933.64 feet, an arc length of 43.79 feet and a chord bearing and distance of North 87 degrees 16 minutes 44 seconds West, 43.79 feet to a point of tangency;
2. North 86 degrees 37 minutes 49 seconds West, 50.00 feet to a point of curvature;
3. following a curve to the left with a radius of 1933.64 feet, an arc length of 97.04 feet and a chord bearing and distance of North 88 degrees 01 minutes 28 seconds West, 97.03 feet to a point;
4. South 67 degrees 25 minutes 05 seconds West, 203.05 feet to a point of curvature;
5. following a curve to the right with a radius of 126.00 feet, an arc length of 101.82 feet and a chord bearing and distance of North 89 degrees 25 minutes 52 seconds West, 99.08 feet to a point of tangency;
6. North 66 degrees 16 minutes 48 seconds West, 136.64 feet to a point;
7. South 86 degrees 05 minutes 06 seconds West, 270.95 feet to a point being a common corner with lands now or formerly of ArtsQuest, known as tax parcel P6-2-2-26;

Thence along said lands now or formerly of ArtsQuest, known as tax parcel P6-2-2-26, the following two (2) courses and distance:

1. North 04 degrees 18 minutes 53 seconds West, 156.95 feet to a point;
2. North 85 degrees 52 minutes 39 seconds East, 123.75 feet to a point in line of lands now or formerly of Sands Bethworks Retail LLC, known as tax parcel P6-2-2;

Thence along lands now or formerly of Sands Bethworks Retail LLC, known as tax parcel P6-2-2, the following five (5) courses and distances:

1. South 04 degrees 07 minutes 21 seconds East, 15.00 feet to a point;
2. North 85 degrees 52 minutes 39 seconds East, 70.33 feet to a point;
3. South 04 degrees 07 minutes 21 seconds East, 58.65 feet to a point;

Exhibit "A"

4. North 86 degrees 05 minutes 06 seconds East, 679.51 feet to a point;
5. South 03 degrees 54 minutes 54 seconds East, 111.49 feet to the point and place of beginning.

CONTAINING 108,162.3 S.F. or 2.4831 acres of land more or less (Gross Area).

LESS AND EXCEPTING the tract or parcel of land situate along the northerly right-of-way of East First Street in the City of Bethlehem, County of Northampton, Commonwealth of Pennsylvania, being a portion of tax parcel P6-2-2-10B, and designated as Area 'A2' on aforementioned plan, bounded and described as follows to wit:

Beginning at a point in the northerly right-of-way of East First Street;

Thence in and through lands to be vacated by the City of Bethlehem the following two (2) courses and distances:

1. following a curve to the right with a radius of 25.00 feet, an arc length of 26.67 feet, and a chord bearing and distance of North 55 degrees 31 minutes 26 seconds East, 25.42 feet to a point;
2. North 86 degrees 05 minutes 06 seconds East, 16.83 feet to a point in the northerly right-of-way of East First Street;

Thence along the northerly right-of-way of East First Street the following two (2) courses and distances:

1. South 67 degrees 25 minutes 05 seconds West, 34.75 feet to a point of curvature;
2. following a curve to the right with a radius of 126.00 feet, an arc length of 6.07 feet, and a chord bearing and distance of South 68 degrees 47 minutes 52 seconds West, 6.07 feet to the point and place of beginning.

Containing 171 S.F. of land more or less.

CONTAINING 107,991.3 S.F. or 2.4791 acres of land more or less (Net Area).

BEING PORTIONS OF East First Street as vacated and labeled as Area 'C1' on aforementioned plan, a portion of tax parcel P6-2-2-9 and labeled as Area 'S2' on aforementioned plan, a portion of tax parcel P6-2-2 and labeled as Area 'S3 on aforementioned plan, and the entirety of tax parcel P6-2-2-2 as shown on a plan entitled, "Subdivision Plan for Sands Bethworks Gaming LLC Parcel ID # P6 2 2-2 & P6 2 2-0204," by French and Parrello, dated July 30, 2009 and recorded in Northampton County Recorder of Deeds in map book volume 2009-5 page 374.

SUBJECT to any notes, easements or covenants on aforementioned plans and any other pertinent facts a title search might disclose.

Deed dated: June 22, 2011
Recorded: June 23, 2011
Book - 2011-1 page 132334

ALL THAT CERTAIN tract or parcel of land situate along the northerly right-of-way of East First Street in the City of Bethlehem, County of Northampton, Commonwealth of Pennsylvania, and designated as Area "A2" to be conveyed from tax parcel P6-2-2-10B to tax parcel P6-2-2-2 on a plan entitled "21st Century Town Square Subdivision Record Plan 1" prepared by Wallace Roberts & Todd, LLC and Keystone Consulting Engineers Inc. dated August 26, 2010 last revised March 31, 2011, recorded in the Northampton County Recorder of Deeds Office as Plan Book No. 2011-5, Page 63, bounded and described as follows, to wit:

BEGINNING at a point in the northerly right-of-way of East First Street;

Thence in and through lands to be vacated by the City of Bethlehem the following two (2) courses and distances

1. following a curve to the right with a radius of 25.00 feet, an arc length of 26.67 feet, and a chord bearing and distance of North 55 degrees 31 minutes 26 seconds East, 25.42 feet to a point;
2. North 86 degrees 05 minutes 06 seconds East, 16.83 feet to a point in the northerly right-of-way of East First Street;

Thence along the northerly right-of-way of East First Street the following two (2) courses and distances:

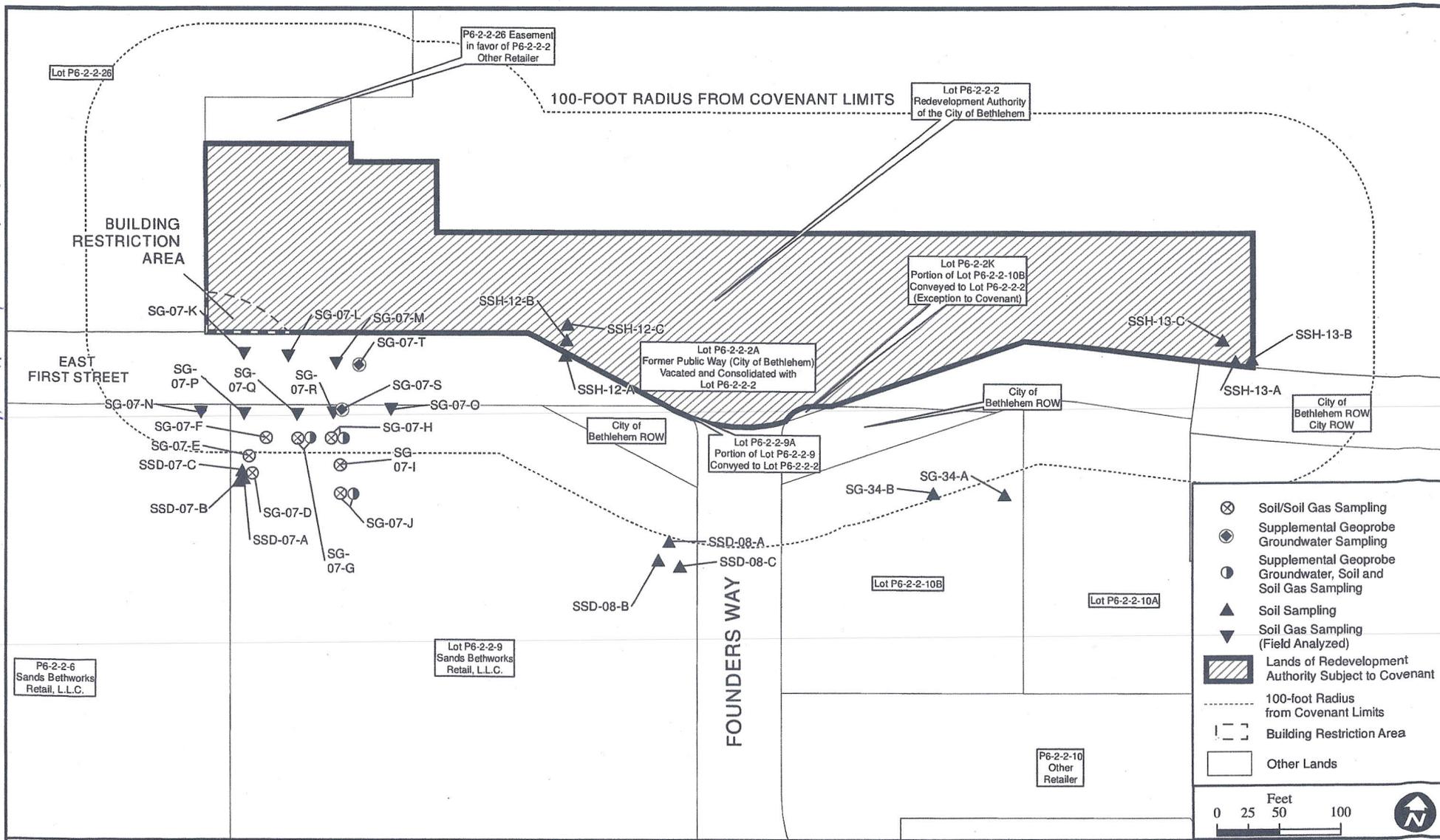
1. South 67 degrees 25 minutes 05 seconds West, 34.75 feet to a point of curvature;
2. following a curve to the right with a radius of 126.00 feet, an arc length of 6.07 feet, and a chord bearing and distance of South 68 degrees 47 minutes 52 seconds West, 6.07 feet to the point and place of beginning.

CONTAINING 171 S.F. of land more or less.

Deed Date: June 22, 2011
Recorded: June 23, 2011
Book-2011-1 Page 132350

Exhibit "A"

Exhibit "B"



HDR 1720 Spillman Drive
Suite 280
Bethlehem PA 18015

ONE COMPANY | Many Solutions™

**21ST CENTURY TOWN SQUARE
NORTHAMPTON COUNTY, PENNSYLVANIA**

**Historic Sample Locations in Vicinity of
Lands Subject to Covenant**

Job No.	Date	Exhibit
140118	05/08/12	B