

COUNTY OF NORTHAMPTON

RECORDER OF DEEDS

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

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



Book - 2010-1 Starting Page - 102419
*Total Pages - 10

Instrument Number - 2010015359
Recorded On 5/28/2010 At 2:18:38 PM
* Instrument Type - COVENANTS
Invoice Number - 649297
* Grantor - ARTSQUEST
* Grantee - PENNSYLVANIA DEPARTMENT OF ENVIRONMENTAL PROTECTION
User - KAB
* Customer - ALLENTOWN GROSS MCGINLEY LABARR & EATON

* FEES

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

*RECORDED BY:

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

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



Ann L. Achatz

Ann L. Achatz
Recorder of Deeds

THIS IS A CERTIFICATION PAGE

Do Not Detach

THIS PAGE IS NOW THE FIRST PAGE
OF THIS LEGAL DOCUMENT

Book: 2010-1

Page: 102419



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

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

County Parcel Identification No. of the Property is: P6-2-2-26
Also known as Developer's lot number P6-2-2-0204B

GRANTOR: ARTSQUEST
PROPERTY ADDRESS: 645 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. Sec. 6501-6517 (UECA). This Environmental Covenant subjects the Property identified in Paragraph 1 to the activity and/or use limitations in this document. As indicated later in this document, this Environmental Covenant has been approved by the Pennsylvania Department of Environmental Protection (PADEP).

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

The postal address of the Property is: **645 East First Street
Bethlehem, PA 18015**

The County Parcel Identification No. of the Property is: **P6-2-2-26 (2.689 acres)**; and is also known as Developer's lot number **P6-2-2-0204B**

The latitude and longitude of the center of the Property affected by this Environmental Covenant is: **N 40 Deg 36' 54.28" / W 75 Deg 22' 12.09"**.

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

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

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

3. Description of Contamination and Remedy.

The Property was included within Phase II of the soils and groundwater work conducted by Bethlehem Steel Corporation ("BSC") at the Bethlehem Works ("BW") Tract between 1995 and 2003 with USEPA and PADEP oversight. Several samples at the BW Tract contained concentrations of heavy metals; however, none of the concentrations exceeded Pennsylvania's Statewide Health Standards for non-residential use. With respect to groundwater investigated across the entire BW tract, some volatile organic compounds (VOCs) were found above their respective Maximum Contaminant Level established by the Safe Drinking Water Act, 42 U. S. C. Section 300g-1, although a supplemental monitoring program completed in 2000 showed that those VOCs levels did not impact human health or the environment.

PADEP approved Final Reports for groundwater and soils and provided BSC a release of liability for groundwater on April 5, 1999 and Phase II soils on February 13, 2003. PADEP's approval was contingent upon the BSC Facility owners placing restrictive covenants on land and groundwater use on the site which was complied with by recording a Bethlehem Work Declaration Of Covenants, Conditions, Restrictions, Release and Indemnification dated September 13, 2004. The United State Environmental Protection Agency (USEPA) issued a Final Decision and Response to Comments under RCRA on September 30, 2009 that does not require any further actions to remediate soil or groundwater contamination for the Property, but required that this environmental covenant be drafted and recorded in a manner consistent with UECA.

4. Activity and Use Limitation.

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

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

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

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

(c) Campgrounds;

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

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

(f) Cemeteries; and

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

(2) Any digging, excavating, grading, pile driving or other earth-moving activities on the Property or any part thereof including, without limitation, the excavation or removal of asphalt, concrete, soil or other ground cover and foundations and the digging of foundations for buildings and trenches for utility facilities, shall be conducted in compliance with all applicable federal, state and local rules, regulations and ordinances including, without limitation those pertaining to the environment and those pertaining to human health and occupational safety.

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

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

(5) Groundwater from beneath the surface of the Property or any part thereof shall not be used for any purpose and no wells for the extraction thereof shall be installed, permitted or utilized on the Property or any part thereof, provided, however, monitoring wells

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

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

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

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

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

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

9. **Termination or Modification.**

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

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

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

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


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

ACKNOWLEDGMENTS by Owner

GRANTOR:


Date: 7/21/10

ArtsQuest

By: 
Name: Jeffrey A. Parks
Title: President

Date: 5-12-10

APPROVED, by Commonwealth of Pennsylvania Department of Environmental Protection

By: 
Name: Tray A. Conrad
Title: Director

COMMONWEALTH OF PENNSYLVANIA)

COUNTY OF Delaware)

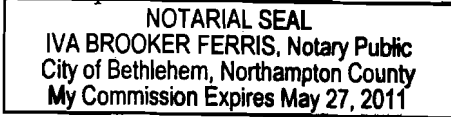
: ss.:

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

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

Iva Brooker Ferris
NOTARY PUBLIC

My Commission Expires: ~~Commonwealth of Pennsylvania~~



COMMONWEALTH OF PENNSYLVANIA)

COUNTY OF Dauphin)

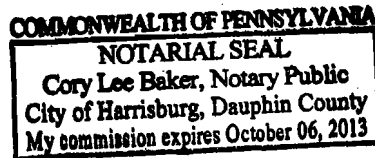
: ss.:

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

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

Cory Lee Baker
NOTARY PUBLIC

My Commission Expires:





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

**METES AND BOUNDS DESCRIPTION
BEING DEVELOPER'S LOT NO. P6 2 2B-0204 (PROPOSED NEW LOT)
CITY OF BETHLEHEM, COUNTY OF NORTHAMPTON
COMMONWEALTH OF PENNSYLVANIA**

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

BEGINNING at the point, North 475,647.87, East 2,629,263.02 North American Datum of 1983 (1992) (NAD83/92), Pennsylvania South, said point being distant 830.34 feet in a westerly direction along the northerly right-of-way line of East First Street from the northerly terminus of the aforesaid street; thence with reference to North American Datum of 1983 (1992) (NAD83/92), Pennsylvania South

1. South 86 deg. 05 min. 06 sec. West, 240.11 feet coincident with the northerly right-of-way line of East First Street to a point formed by the intersection of the aforesaid right-of-way line and the line of division of Parcel No. P6 2 2 1-0204 and Proposed Parcel No. P6 2 2B-0204; thence
2. North 03 deg. 54 min. 54 sec. West, 326.63 feet coincident with the aforesaid line of division to a non-tangential point on a curve to the right on the line of division of Parcel No. P6 2 1A 0204E and proposed new Parcel No. P6 2 2B-0204; thence the following seven (7) courses coincident with the aforesaid line of division
3. Northeasterly along a curve to the right having a Radius of 1825.46 feet, an Arc Length of 124.40 feet, a Central Angle of 03 deg. 54 min. 16 sec., and a Chord bearing and distance of North 81 deg. 36 min. 00 sec. East, 124.37 feet to a point of tangency; thence
4. North 83 deg. 33 min. 08 sec. East, 69.36 feet to a point; thence
5. North 04 deg. 05 min. 28 sec. West, 22.67 feet to a point; thence
6. North 40 deg. 54 min. 32 sec. East, 9.38 feet to a point; thence
7. North 85 deg. 54 min. 32 sec. East, 60.78 feet to a point; thence
8. North 83 deg. 03 min. 44 sec. East, 126.94 feet to a point; thence
9. Northeasterly along a curve to the left having a Radius of 965.62 feet, an Arc Length of 26.46 feet, a Central Angle of 01 deg. 34 min. 12 sec., and a Chord bearing and distance of North 82 deg. 16 min. 38 sec. East, 26.46 feet to a non-tangential point formed by the intersection of the aforesaid line of division and the line of division of Parcel No. P6 2 2-0204 and proposed new Parcel No. P6 2 2B-0204; thence the following three (3) courses coincident with aforesaid line of division
10. South 03 deg. 50 min. 11 sec. East, 181.35 feet to a point; thence

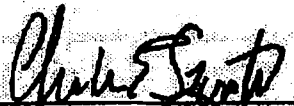
11. South 86 deg. 03 min. 02 sec. West, 50.89 feet to a point; thence
12. South 04 deg. 07 min. 21 sec. East, 38.61 feet to a point formed by the intersection of the aforesaid line of division and the line of division of proposed new Parcel No. P6 2 2-2 and proposed new Parcel No. P6 2 2B-0204; thence the following two (2) courses coincident with aforesaid line of division.
13. South 85 deg. 52 min. 39 sec. West, 123.75 feet to a point; thence
14. South 04 deg. 18 min. 53 sec. East, 156.95 feet to the point and place of Beginning

Containing 117,152 square feet or 2.689 acres of land, more or less.

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

Being intended to describe Parcel P6 2 2B-0204, a proposed new lot, as shown on map "Subdivision Plan for Sands Bethworks Gaming LLC, Parcel ID No. P6 2 2-2 & P6 2 2-0204, City of Bethlehem, Northampton County, Pennsylvania," dated July 29, 2009, last revised October 13, 2009 by French and Parrello Associates, P.A., Charles E. Szovati, P.L.S.

BEING KNOWN AS TAX PARCEL NUMBER: P6-2-2-26


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

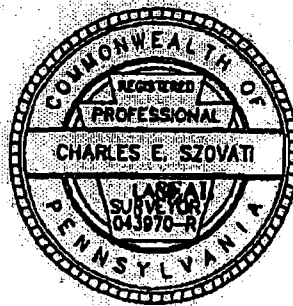
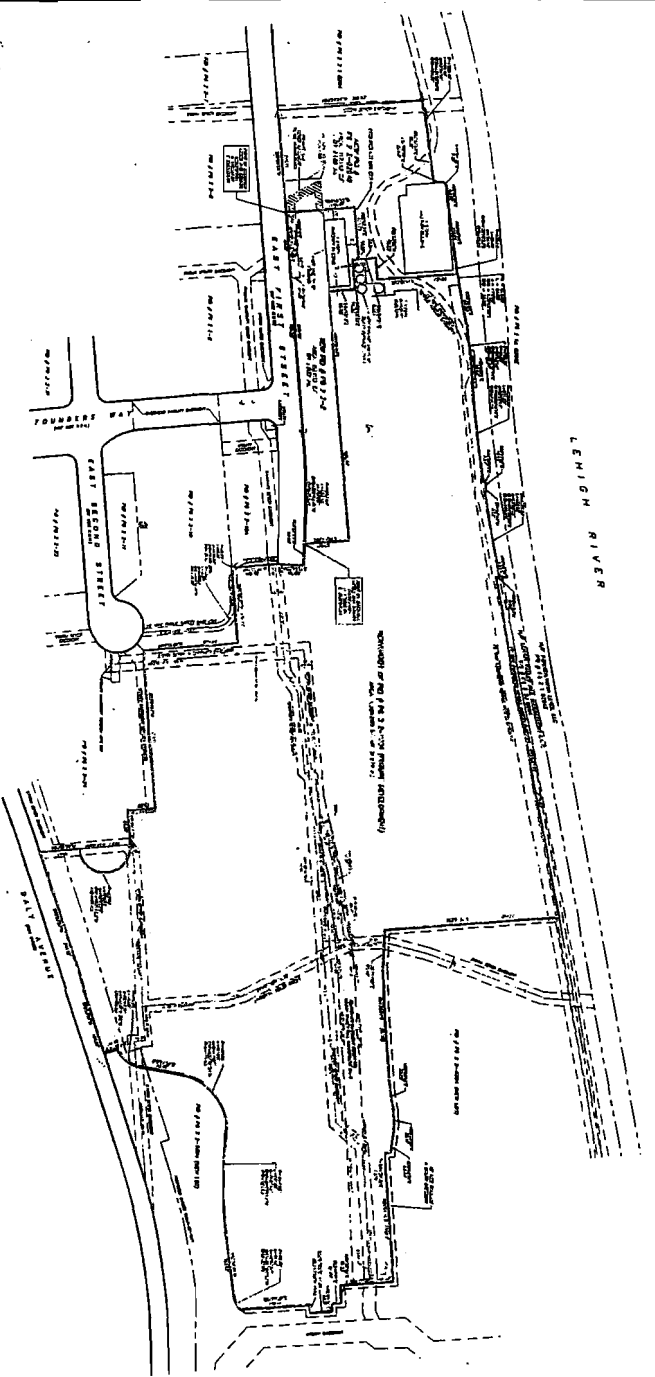
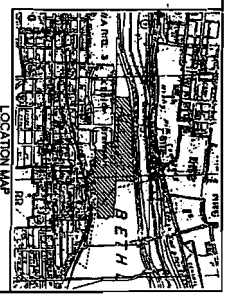


EXHIBIT "B"
MAP OF PROPERTY
Festival Center
Parcel 1n Green



LENIIG RIVER



APPROVED BY THE BOARD OF PLANNING AND ZONING COMMISSION

DATE: _____

COMMISSIONER: _____

RECOMMENDATION: _____

OWNER'S STATEMENT OF ASSURANCE

I, the undersigned, being the owner of the above described property, do hereby certify that the information furnished herein is true and correct to the best of my knowledge and belief, and that I am not aware of any facts which would render the same misleading or deceptive.

Signature: _____
 Name: _____

NORTHAMPTON COUNTY
RECORDING OFFICE

RECORDED IN BOOK _____ PAGE _____

DATE OF RECORDING: _____

PROTECTIVE COVENANTS

1. The owner of the property shall maintain the property in accordance with the applicable zoning ordinance.

2. The owner shall not use the property for any purpose not permitted by the zoning ordinance.

3. The owner shall not use the property for any purpose that would be a nuisance to the neighborhood.

4. The owner shall not use the property for any purpose that would be a public safety hazard.

5. The owner shall not use the property for any purpose that would be a public health hazard.

6. The owner shall not use the property for any purpose that would be a public safety hazard.

7. The owner shall not use the property for any purpose that would be a public health hazard.

8. The owner shall not use the property for any purpose that would be a public safety hazard.

9. The owner shall not use the property for any purpose that would be a public health hazard.

10. The owner shall not use the property for any purpose that would be a public safety hazard.

FIENCH & PARRIELLO

SUBDIVISION PLAN FOR
SAMOS BETHUNGS CAN LLC
PARCEL 1n & Pg 2-2-2
& Pg 2-2-0204

DATE: _____

COMMISSIONER: _____

GENERAL NOTES:

1. All dimensions are in feet and inches.
2. All bearings are in degrees, minutes and seconds.
3. The owner shall maintain the property in accordance with the applicable zoning ordinance.
4. The owner shall not use the property for any purpose not permitted by the zoning ordinance.
5. The owner shall not use the property for any purpose that would be a nuisance to the neighborhood.
6. The owner shall not use the property for any purpose that would be a public safety hazard.
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