

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 - Deputy



Book - 2012-1 Starting Page - 270823

*Total Pages - 21

Instrument Number - 2012036295
Recorded On 11/9/2012 At 2:26:26 PM

NCGIS Registry UPI Certification
On November 9, 2012 By HG

- * Instrument Type - COVENANTS
- Invoice Number - 724333
- * Grantor - LEHIGH VALLEY INDUSTRIAL PARK INC
- * Grantee - LEHIGH VALLEY INDUSTRIAL PARK INC
- User - BLM
- * Customer - SIMPLIFILE LC E-RECORDING

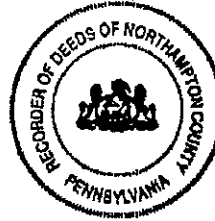
*** FEES**

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

*** RECORDED BY:**

JACOBS & JACOBS
8 CENTRE SQUARE
EASTON, PA 18042

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: 2012-1 Page: 270823



* - 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

WHEN RECORDED, RETURN TO:
Mr. Kerry A. Wrobel
1720 Spillman Drive, Suite 150
Bethlehem, PA 18015-2164

The County Parcel Identification Numbers of the Property subject to this Environmental Covenant are: P7-22-54-0204, P7-22-54-0704.

ENVIRONMENTAL COVENANT

GRANTOR and GRANTEE: Lehigh Valley Industrial Park, Inc.

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 (the “DEP”).

1. Property Affected. The property affected by this Environmental Covenant (the "Property") is located in the City of Bethlehem, Northampton County.

2400 Commerce Center Boulevard, Bethlehem, PA 18015

The County Parcel Identification Numbers of the Property subject to this Environmental Covenant are:

P7-22-54-0204

P7-22-54-0704

The latitude and longitude of the center of the Property affected by this Environmental Covenant are:

Latitude: 40.6036

Longitude: -75.3279

The Property consists of two parcels of land, commonly referred to as the "Intermodal Parcel" and "Laubach Yard", within a larger tract of land that has been known by the following names: Bethlehem Steel Corporation, Bethlehem Commerce Center and LVIP VII.

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: Lehigh Valley Industrial Park, Inc. is the owner of the Property and the Grantor and Grantee of this Environmental Covenant. As the Grantee, Lehigh Valley Industrial Park, Inc. also is a Holder under UECA. LVIP shall remain a Holder under this Environmental Covenant until LVIP has conveyed title to all, but not less than all, of the Property to one or more third parties. Upon the conveyance of any portion of the Property, the grantee of that portion shall become a Holder under this Environmental Covenant with respect to the portion of the Property so conveyed.

3. Mailing Address. The mailing address of the owner of the Property is 1720 Spillman Drive, Suite 150, Bethlehem, PA 18105-2164.

4. Description of Contamination & Remedy. The Property is part of a larger tract of land previously owned and operated by Bethlehem Steel Corporation for the manufacturing of steel products dating back to at least the 1880's. As a result of those activities, the Property was contaminated with petroleum, volatile organic compounds (VOCs), semi-volatile organic compounds (SVOCs), solvents and heavy metal constituents associated with the making of coke and the storage and disposal of steel slag, steel products, coke, sand, gravel, foundry sand, and refractory materials and the depositing of miscellaneous construction and demolition debris previously deposited on the Property. As a result of those activities, the soil and groundwater underlying the Property also have been impacted with VOCs, SVOCs, and heavy metals. The Grantor, a nonprofit real estate development corporation, acquired the Property for purposes of redevelopment without motive for profit or to occupy the Property for its own industrial operations. Soil investigations were conducted and Remedial Investigation Reports for soil at the Property were submitted to the DEP for approval under the Land Recycling and Environmental Remediation Standards Act, as amended ("Act 2"). A Remedial Investigation Report for the Intermodal Parcel dated February 2006 was approved by the DEP on February 17, 2006. A cleanup plan dated February 2006 has been prepared for the Intermodal Parcel (the "Intermodal Cleanup Plan"). The Intermodal Cleanup Plan addressing the remaining soil conditions associated with the Intermodal Parcel was approved by the DEP on March 14, 2006. Subsequent to the submission and approval of the Intermodal Cleanup Plan, a Final Report, documenting the implementation of the approved Intermodal Cleanup Plan, was submitted to DEP and approved by DEP in June 2007. A cleanup plan dated October 2011 has been prepared for Laubach Yard (the "Laubach Yard Cleanup Plan" and was approved by the DEP on November 8, 2011. The Final Report documentating the implementation of the Laubach Yard Cleanup Plan has been submitted to DEP. The Final Reports for the Intermodal Parcel and

Laubach Yard demonstrate that the Cleanup Plans for the Property have been implemented and all remaining soil impacts have been appropriately addressed so that the Property complies with the Site Specific Standard for non-residential use as established under Act 2. Attainment of the Site Specific Standard has been demonstrated through a combination of engineering and institutional controls that eliminate all routes of exposure associated with the future use of the Property. The Grantor has undertaken to address the groundwater on a site-wide basis. A Remedial Investigation/Final Report for groundwater was submitted to the DEP under Act 2 and to the United States Environmental Protection Agency (the "EPA") under the Resource Conservation and Recovery Act, as amended ("RCRA"), on November 12, 2009. The DEP approved the Final Report on December 17, 2009 (the "Final Report Approval") and the EPA issued a Final Decision for site-wide groundwater on January 8, 2010. The Final Report demonstrates that the Site Specific Standard for non-residential use as established under Act 2 has been attained for groundwater and that the groundwater remedial approach is protective of human health and the environment under RCRA. An Environmental Covenant subjecting groundwater underlying the Property and remaining parcels owned by the Grantor to monitoring, reporting and activity and/or use limitations was executed by the Grantor, the DEP and the EPA and recorded on August 18, 2010 in the Recorder of Deeds' Office in and for Northampton County, Pennsylvania (the "Recorder's Office"). All of the aforementioned documents are on file with the DEP in its offices at 2 Public Square, Wilkes-Barre, PA 18711-0790. The Administrative Record pertaining to the remedial action taken by EPA is located at its Region III offices at 1650 Arch Street, Philadelphia, PA 19103.

5. Activity and Use Limitations.

The Property is subject to the following activity and use limitations, which the Grantor and each subsequent owner of the Property shall abide by:

5.1. In no event shall the Property or any part thereof be used for any residential purpose including, but not limited to, the following:

- (a) Construction of any structures designed for routine worker occupancy without appropriate engineering controls required to mitigate vapor intrusion;
- (b) Single family or multi-family dwellings or otherwise as a residence or dwelling quarters for any person or persons;
- (c) Parks or playgrounds including, without limitation, parks with swing sets, sand boxes, swimming pools or any other kind of equipment;
- (d) Campgrounds;
- (e) Daycare centers, nurseries, kindergartens, elementary and second schools, vocational or technical schools or similar facilities;
- (f) Hospitals, nursing homes, shelters, group homes or similar facilities;
- (g) Cemeteries; and
- (h) The planting and raising of plants or crops for human consumption.

5.2 Any digging, excavating, grading, pile driving or other earth moving activities shall be conducted 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, 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, and

in compliance with any post remediation care plan or Soil Management Plan approved by DEP and/or EPA.

5.3 Without limiting the generality of the foregoing if any asphalt, concrete, soil or other ground cover is excavated or removed from any part of the Property, such materials shall be stored, managed, transported, and disposed of in compliance with the Soil Management Plan approved by DEP and/or EPA as part of a Cleanup Plan.

5.4 To address soil vapor concerns associated with the area of elevated VOC impacts, the northern portion of the Site and the area surrounding the Agitator Sludge Impoundment will be further restricted. The installation of subsurface utilities will be restricted within the area depicted on Exhibits C-1 and C-2. Prior to the construction and/or installation of any future infrastructure within this area, EPA and DEP approval of all development plans, which include specific information on risk analyses performed and/or engineering controls employed that demonstrate compliance with applicable state and federal regulations governing risk-based closure, is required.

5.5 Use of groundwater from beneath the surface of the Property or any part thereof shall comply with the terms of the Environmental Covenant recorded on August 18, 2010 in the Recorder's Office. That Covenant stipulates that groundwater 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 hereof; provided, however, monitoring wells may be installed and operated on the Property by the Grantor, its successors and assigns, the EPA and the DEP solely for the purpose of monitoring, treating and remediating such groundwater.

6. Annual Inspections. Upon the placement on the Property of the final engineering controls as described in the Cleanup Plans for the Property, the Grantor shall perform annual inspections to identify and document damage to the cap and identify the corrective actions taken

to mitigate the conditions. Corrective actions involving the repair/replacement of the engineering controls shall be performed in accordance with the approved Cleanup Plans for the Property, which details procedures for material management and cap replacement. Inspection reports shall be maintained by the then current owner of the Property for a minimum of ten (10) years and copies shall be forwarded to the regional offices of the DEP and/or the EPA upon request.

7. 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.

8. Compliance Reporting. At any time after written request by the DEP or the EPA and by the end of every June following the effective date of this Environmental Covenant, the Grantor, and each subsequent owner of the Property, shall submit to the DEP, the EPA, and any Holder listed in Paragraph 2, written certification that the activity and use limitations in this Environmental Covenant are being abided by. In addition, within thirty (30) days after any of the following events, the Grantor, and each subsequent owner of the Property, shall submit to the DEP, the EPA, and any Holder listed in Paragraph 2, written documentation specifying: any noncompliance with the activity and use limitations in this Environmental Covenant; the transfer of the Property; changes in use of the Property, the filing of applications for building permits; and/or proposals for any site work affecting the engineering controls on the Property subject to this Environmental Covenant.

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

10. Recording; Proof and Notification. Within thirty (30) days after the effective date of this Environmental Covenant, the Grantor shall file this Environmental Covenant with the Recorder's Office and send a file-stamped copy of this Environmental Covenant to the DEP and the EPA within sixty (60) days of recording.

11. 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 DEP 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 DEP determines that termination or modification of this Environmental Covenant will not adversely affect human health or the environment; and (3) the DEP provides 30-days advance written notice to the current property owner, each holder, and, as practicable, each person that originally signed the 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 DEP must approve, in writing, of such termination.

(d) In accordance with 27 Pa.C.S. §6510(a)(3)(i), the Grantor/Grantee and each holder listed in Paragraph 2 hereof hereby waives the right to consent to any amendment or termination of the Environmental Covenant unless the proposed amendment or termination would modify, negate or in any way impact any engineering or institutional controls referred to

in this Environmental Covenant, it being the intent that any amendment to or termination of this Environmental Covenant by consent in accordance with this Paragraph 11(c) requires only an instrument amending or terminating this Environmental Covenant executed by (i) the Holder or Holders at the time of such amendment or termination; (ii) the then current owner of the Property; and (iii) the DEP.

12. DEP's and EPA's Address. Communications with the DEP and the EPA regarding this Environmental Covenant shall be sent to:

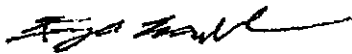
Pennsylvania Department of Environmental Protection
Regional Environmental Cleanup Manager
2 Public Square
Wilkes Barre, PA 18711-0790

Pennsylvania Department of Environmental Protection
Director, Land Recycling Program
Rachael Carson State Office Building
400 Market Street
Harrisburg, PA 17105

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


GRANTOR/GRANTEE:

Lehigh Valley Industrial Park, Inc.
a Pennsylvania non-profit corporation

By: 
Name: Kerry A. Wrobel
Title: President
Date: 9-28-12

APPROVED:

by Commonwealth of Pennsylvania,
Department of Environmental Protection

By: 
Name: Troy Conrad
Title: Director, Land Recycling Program
Date: 10/4/2012

COMMONWEALTH OF PENNSYLVANIA)
COUNTY OF Northampton) SS:

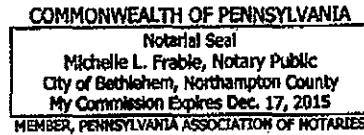
On this, the 28th of September, 2012, before me, the undersigned officer, personally appeared Kerry A. Wrobel, who acknowledged himself to be the President of Lehigh Valley Industrial Park, Inc., a Pennsylvania non-profit corporation, and that he as such officer, being authorized to do so, executed the foregoing Environmental Covenant for the purposes therein contained.

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

MY COMMISSION EXPIRES:

12/17/15

Michelle L. Frable
Notary Public



COMMONWEALTH OF PENNSYLVANIA)
COUNTY OF) SS:

On this, the 4 of October, 2012, before me, the undersigned officer, personally appeared Troy Conrad, who acknowledged himself to be the Director, Land Recycling Program, of the Commonwealth of Pennsylvania, Department of Environmental Protection, and that he, being authorized to do so, executed the foregoing Environmental Covenant for the purposes therein contained.

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

MY COMMISSION EXPIRES:

10/06/13

Cory Lee Baker
Notary Public

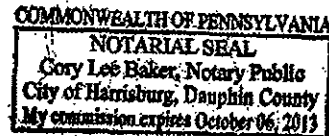


EXHIBIT A

Description of the Property

**PROPERTY DESCRIPTION
LOT 1 - INTERMODAL PROPERTY
TAX PARCEL P7-22-54**

ALL THAT CERTAIN lot, parcel or tract of land situate in the City of Bethlehem, Northampton County, Commonwealth of Pennsylvania, being Lot 1 as shown on Plan entitled "Final Record Plan Subdivision Plan, Lot Consolidation/Lot Line Adjustment Plan, LVIP VII – Intermodal Tract" as prepared by Hanover Engineering Associates, Inc. (Hanover Project 4074(MS)), dated July 6, 2012 and revised August 22, 2012, situated in the City of Bethlehem, Northampton County, Pennsylvania is further described as follows:

BEGINNING at a set iron pin in line with the southerly right-of-way of Commerce Center Boulevard (110 feet wide) and lands now or formerly of Lehigh Valley Industrial Park, Inc. (DBV 2004-1, 209584; Tax Parcel P7-22-4G); thence

ALONG said lands of Lehigh Valley Industrial Park, Inc., the following twelve (12) courses:

1. South 34° 02' 08" East, 50.00 feet, to a set iron pin; thence
2. South 74° 01' 42" East, 306.10 feet to a point; thence
3. North 85° 39' 30" East, 467.66 feet to a set iron pin; thence
4. North 83° 27' 32" East, 561.01 feet to a set iron pin, thence
5. North 78° 55' 44" East, 644.06 feet to a set iron pin, thence
6. North 08° 05' 52" East, 436.13 feet to a set iron pin; thence
7. North 46° 37' 16" West, 105.44 feet to a set iron pin; thence
8. North 58° 38' 09" West, 96.16 feet to a set iron pin; thence
9. North 81° 39' 30" West, 259.07 feet to a set iron pin; thence
10. North 09° 40' 38" West, 225.94 feet to a set iron pin; thence
11. North 29° 24' 01" East, 149.56 feet to a set mag nail; thence
12. North 09° 42' 42" West, 123.79 feet to a set iron pin in line with the southerly right-of way of Commerce Center Boulevard (92 feet wide); thence

Along said right-of-way, North 83° 06' 41" East, 191.32 feet to a set iron pin in line with lands now or formerly of Tecumseh Development, Inc. (DBV 2003-1,515003; Tax Parcel P7-15-2B); thence

Along said lands and along the East Branch of the Saucon Creek, the following ten (10) courses:

1. South 24° 36' 17" East, 102.24 feet to a point; thence
2. South 32° 56' 45" East, 50.00 feet to a point; thence
3. South 67° 17' 25" East, 65.00 feet to a point; thence
4. South 57° 50' 18" East, 155.00 feet to a point; thence
5. South 68° 54' 51" East, 320.00 feet to a point; thence
6. South 71° 59' 43" East, 210.00 feet to a point; thence
7. South 64° 10' 42" East, 210.00 feet to a point; thence
8. South 70° 03' 27" East, 170.00 feet to a point; thence
9. South 58° 46' 10" East, 45.00 feet to a point; thence
10. South 74° 35' 10" East, 65.00 feet to a point in line with lands now or formerly Foulk Warehousing, Inc. (DBV 2007-1, 302280 Tax Parcel P7-22-51; thence

Along said lands of Foulk Warehousing, Inc., the following five (5) courses:

1. South 29° 05' 49" West, 228.15 feet to a found iron pin; thence
2. South 60° 54' 11" East, 313.07 feet to a set iron pin; thence
3. South 67° 38' 29" East, 1,250.37 feet to a set iron pin; thence
4. South 89° 22' 19" East, 138.97 feet to a set mag nail; thence
5. South 06° 46' 36" East, 52.50 feet to a set iron pin in line with lands now or formerly MFS, Inc. (DBV 907-227 Tax Parcel P7-22-2A); thence

Along said lands of MFS, Inc., the following six (6) courses:

1. South 83° 13' 24" West, 305.03 feet to a set iron pin; thence
2. South 53° 13' 24" West, 87.42 feet to a set iron pin; thence
3. South 83° 13' 24" West, 220.00 feet to a set iron pin; thence
4. South 22° 09' 54" West, 100.57 feet to a point; thence
5. South 07° 29' 50" East, 54.24 feet to a point; thence

6. South $73^{\circ} 29' 10''$ West, 22.60 feet to a point in line with other lands of Lehigh Valley Industrial Park Inc. (DBV 2004-1, 209584; Tax Parcel P7-22-4C and DBV 2005-1, 420073; Tax Parcel P7-14-1B); thence

Along said lands at Lehigh Valley Industrial Park, Inc., the following five (5) courses:

1. South $61^{\circ} 44' 15''$ West, 26.16 feet to a point; thence
2. South $82^{\circ} 59' 40''$ West, 2,106.35 feet to a point; thence
3. South $84^{\circ} 51' 04''$ West, 443.93 feet to a point; thence
4. South $85^{\circ} 29' 48''$ West, 1,113.72 feet to a point; thence
5. South $03^{\circ} 45' 41''$ West, 39.39 feet to a point on the proposed right-of-way line at Corporate Campus Boulevard; thence

Along said right-of-way, line the following seven (7) courses:

1. North $82^{\circ} 53' 47''$ West, 98.65 feet to a point of curvature; thence
2. Along a curve to the right having a central angle of $02^{\circ} 26' 20''$, a radius of 1,000.00 feet, an arc length of 42.57 feet, and a chord bearing and distance of North $81^{\circ} 40' 37''$ West, 42.56 feet to a point; thence
3. North $80^{\circ} 27' 27''$ West, 261.99 feet to a point of curvature; thence
4. Along a curve to the right, having a central angle of $21^{\circ} 14' 20''$, a radius of 638.00 feet, an arc length of 236.50 feet, a chord bearing and distance of North $69^{\circ} 50' 17''$ West, 235.15 feet to a point of curvature; thence.
5. Along a non-radial curve to the right, having a central angle of $46^{\circ} 37' 55''$, a radius of 636.00 feet, an arc length of 517.63 feet, a chord bearing and distance of North $35^{\circ} 26' 34''$ West, 503.46 feet to a point; thence
6. North $77^{\circ} 52' 23''$ East, 12.28 feet to a point; thence
7. North $26^{\circ} 05' 39''$ East, 166.39 feet to a point; thence

North $06^{\circ} 56' 31''$ West, 79.51 feet to a point on the South right-of-way line of Commerce Center Boulevard; thence

Along said right-of-way the following two (2) courses:

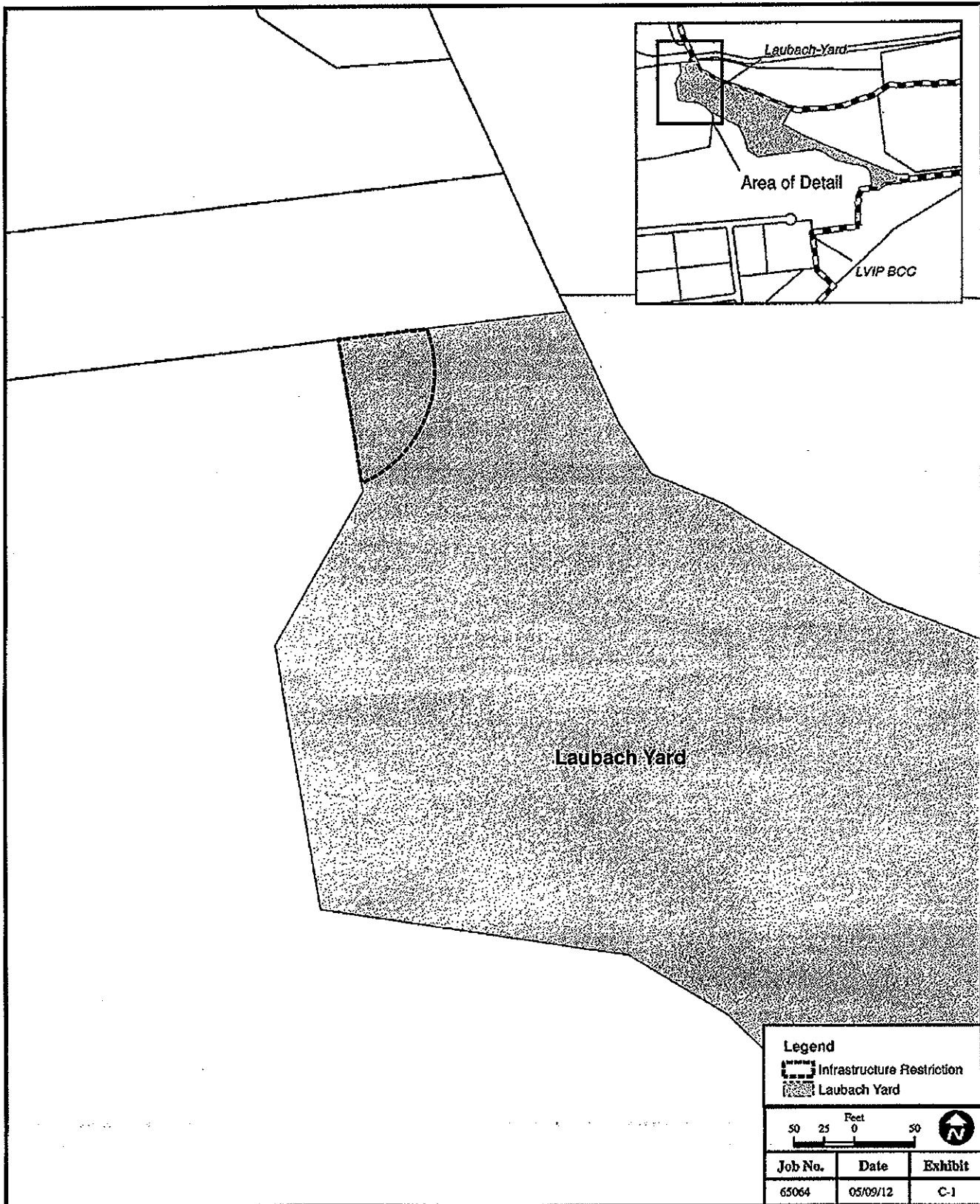
1. North $83^{\circ} 03' 29''$ East, 73.68 feet to a point; thence

2. Along a curve to the left, having a central angle of $27^{\circ} 05' 40''$, a radius of 1,305.00 feet, an arc length of 617.12 feet, a chord bearing and distance of North $69^{\circ} 30' 45''$ East, 611.38 feet to a point, the PLACE OF BEGINNING.



Containing 4,701,535 feet or 107.9324 acres.


EXHIBIT B

Map of the Property



Legend

-  Infrastructure Restriction
-  Laubach Yard

50 25 0 50 Feet 

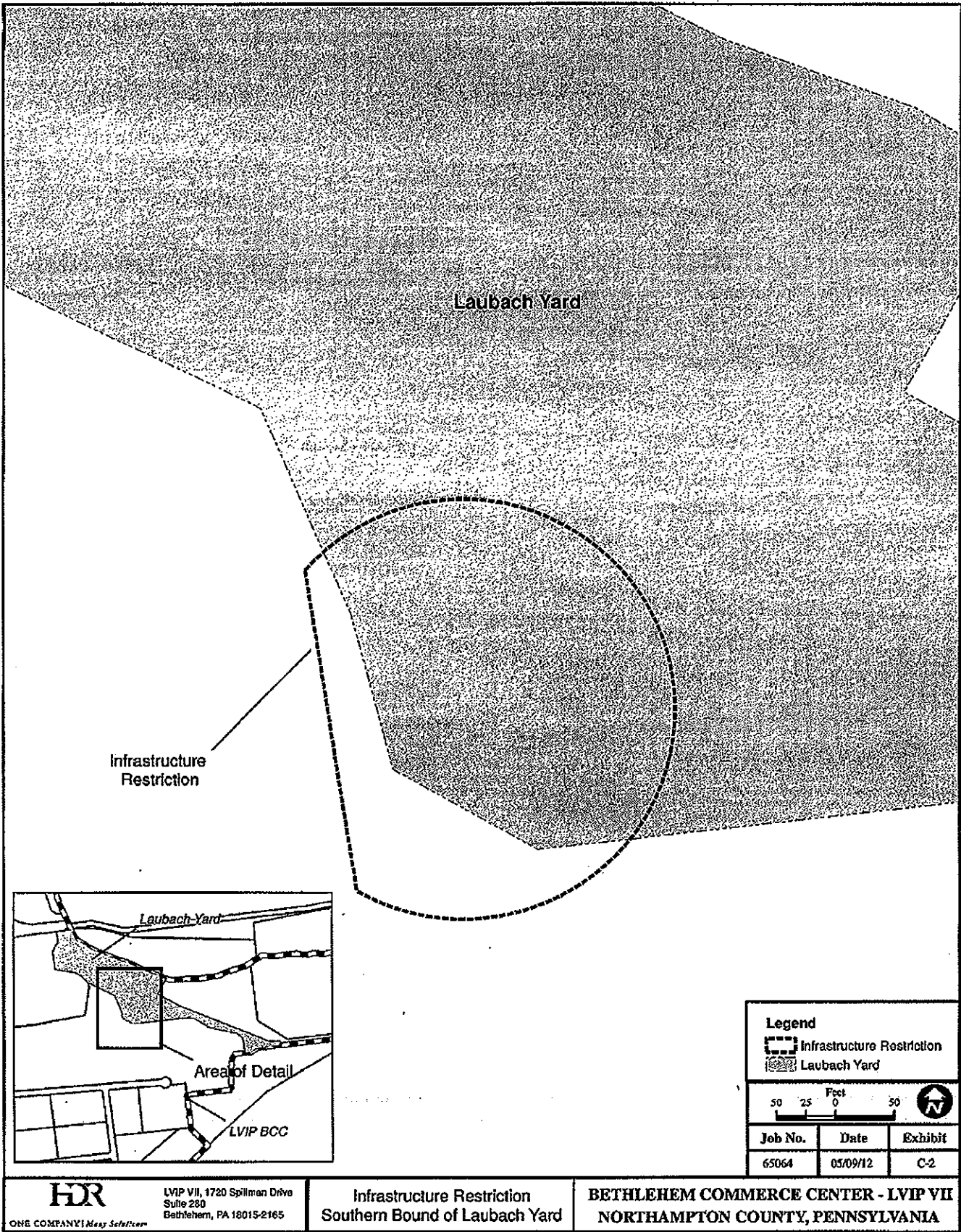
Job No.	Date	Exhibit
65064	05/09/12	C-1

HDR
 ONE COMPANY | Many Solutions
 LVIP VII, 1720 Spilman Drive
 Suite 280
 Bethlehem, PA 18015-2165

**Infrastructure Restriction
 Northern Bound of Laubach Yard**

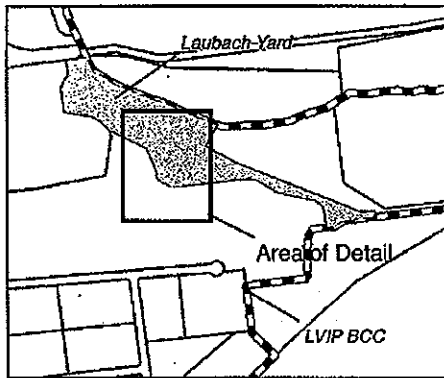
**BETHLEHEM COMMERCE CENTER - LVIP VII
 NORTHAMPTON COUNTY, PENNSYLVANIA**

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Infrastructure Restriction

Laubach Yard



Legend

- Infrastructure Restriction
- Laubach Yard

50 25 Feet 0 50

Job No.	Date	Exhibit
65064	05/09/12	C-2



LVIP VII, 1720 Spillman Drive
Suite 280
Bethlehem, PA 18015-2165

Infrastructure Restriction
Southern Bound of Laubach Yard

BETHLEHEM COMMERCE CENTER - LVIP VII
NORTHAMPTON COUNTY, PENNSYLVANIA