

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 - 2014-1 Starting Page - 192702

*Total Pages - 11

Instrument Number - 2014027091
 Recorded On 11/3/2014 At 1:14:14 PM

NCGIS Registry UPI Certification On October 31, 2014 By JG

- * Instrument Type - COVENANTS
- Invoice Number - 787733
- * Grantor - LEHIGH VALLEY INDUSTRIAL PARK INC
- * Grantee - LEHIGH VALLEY INDUSTRIAL PARK INC
- User - KAB
- * Customer - SIMPLIFILE LC E-RECORDING

*** FEES**

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

***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: 2014-1

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

Environmental Covenant

When recorded, return to:
Kerry Wrobel
Lehigh Valley Industrial Park, Inc. (LVIP)
1720 Spillman Drive, Bethlehem, PA 18015

The County Parcel Identification No. of the Property is: P7 6 6H-10 0204
GRANTOR: Lehigh Valley Industrial Park, Inc. (LVIP)
PROPERTY ADDRESS: 1720 Spillman Drive, 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 City of Bethlehem, Northampton County. The postal street address of the Property is 1720 Spillman Drive, Bethlehem, PA 18015. The latitude and longitude of the center of the Property affected by this Environmental Covenant is: 40.612715, -75.346852. The Property has been known by the following name(s): Bethlehem Steel Corporation, Bethlehem Commerce Center, LVIP VII-Lot 10

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.

3. The mailing address(es) of the owner(s) is/are:

1720 Spillman Drive, Suite 150, Bethlehem, PA 18015.

4. **Description of Contamination & Remedy**

The Property is part of a larger tract (Saucon) previously owned and operated by Bethlehem Steel Corporation for the manufacturing of steel products dating back to at

least the 1880's. A Remedial Investigation Report (RIR) was submitted for approval on [insert date May 2005?] under the Land Recycling and Environmental Remediation Standards Act, as amended ("Act 2"). The RIR was approved by PADEP on [insert date] and USEPA on [insert date]. The RIR for the Saucon parcel includes a section presenting analytical results for soil samples collected at the Saucon Mills area, including results for samples that were collected from the Lot 10 area. A total of 20 soil samples were collected from 9 soil locations within the boundaries of Lot 10 and analyzed for Target Analyte List (TAL) metals, Target Compound List (TCL) volatile organic compounds (VOCs), and TCL semi-volatile organic compounds (SVOCs), and cyanide.

The soil-sample analytical results were compared to the Department's Act 2 Non-Residential Statewide Health Standards (SHS) MSCs for soil. Soil samples collected as part of the remedial investigation did not contain concentrations of any VOCs or SVOCs that exceeded the non-residential soil medium-specific concentrations (MSC). The metals antimony, arsenic, manganese, selenium, and lead were detected in samples, collected as part of the Basic Oxygen Furnace investigation, at concentrations exceeding the non-residential soil MSCs.

The potential effect of vapor intrusion from the subsurface into indoor air was assessed using PADEP, Bureau of Land Recycling and Waste Management, Document #253-0300-100: Land Recycling Program Technical Guidance Manual – Section IV.A.4. Vapor Intrusion into Buildings from Groundwater and Soil under the Act 2 Statewide Health Standard – January 24, 2004 (VI Technical Guidance Manual). Soil samples collected from the Lot 10 area reported in the May 2005 RIR for the Saucon Parcel did not contain concentrations of any VOCs or SVOCs that exceeded the non-residential soil MSCs. The analytical results for the soil samples collected from the Lot 10 area were compared to the soil-screening values in Table 4 of the Department's VI Technical Guidance Manual, and no exceedances were identified. Therefore, the vapor-intrusion pathway is not a complete exposure pathway, since the concentration of VOCs and SVOCs in the soil do not exceed the Pennsylvania Default Residential Volatilization to Indoor Air Screening values.

The Final Report – Lot 10 (FR) was submitted to the Department in July 2014 and subsequently approved by the Department on August 18, 2014. The FR demonstrates attainment of the Non-residential Site Specific Standard for Soil. Attainment was demonstrated through use of engineering controls and activity and use limitations. All the aforementioned documents are on file with the PADEP in its offices at 2 Public Square, Wilkes-Barre, PA 18701-1915.

Groundwater was not specifically addressed in the RIR for the Saucon Parcel. As agreed upon with the United States Environmental Protection Agency (USEPA) / Pennsylvania Department of Environmental Protection Agency Work Team (AWT), groundwater for all of Bethlehem Commerce Center was addressed on a site-wide basis and was granted a Release of Liability from the Department [insert date] and a Final Decision [insert date] from the USEPA and therefore is not addressed in detail in the Final Report.

5. **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:

Institutional controls used include deed restrictions to control future use of the Site, groundwater underlying the Site, and subsurface activities. These restrictions are as follows:

5.1. In no event shall the Property or any part thereof be used for any of the following purposes:

- Single family or multi family dwellings or otherwise as a residence or dwelling quarters for any person or persons,
- Parks or playgrounds including, without limitation, parks with swing sets, sand boxes, swimming pools, or any other kind of equipment,
- Campgrounds,
- Daycare centers, nurseries, kindergartens, elementary and secondary schools, vocational or technical schools, or similar facilities,
- Hospitals, nursing homes, shelters, group homes, or similar facilities,
- Cemeteries, and
- The planting and raising of plants for crops for human consumption

5.2. No 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 SMP approved by the Department and/or USEPA as part of a Cleanup Plan.

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 the Department and/or the USEPA as part of a Cleanup Plan.

5.4. Groundwater underlying 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. An exception to this restriction is that monitoring wells may be installed and operated on the property by Seller, or its successors and assigns solely for the purpose of monitoring, treating, and remediating such groundwater.

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.** By the end of every January following the Department's approval of this Environmental Covenant, the then current owner of the Property shall submit, to the Department, the USEPA and any Holder listed in Paragraph 3, written documentation stating whether or not the activity and use limitations in this Environmental Covenant are being abided by. In addition, within 21 days after a) written request by the Department or EPA, b) transfer of title of the Property or of any part of the Property affected by this Environmental Covenant, c) noncompliance with paragraph 5 (Activity and Use Limitations), d) an application for a permit or other approval for any building or site work that could affect contamination on any part of the Property, the then current owner will send a report to the Department, the USEPA and any Holder. The report will state whether or not there is compliance with paragraph 5. If there is noncompliance, the report will state the actions that will be taken to assure compliance.

8. **Access by the Department and by 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 and Notification of Recording.** Within 30 days after the date of the Department's approval of this Environmental Covenant, the LVIP shall file this Environmental Covenant with the Recorder of Deeds for each County in which the Property is located, and send a file-stamped copy of this Environmental Covenant to the Department within 90 days of the Department's approval of this Environmental Covenant. Within that time period, the LVIP also shall send a file-stamped copy to each of the following: City of Bethlehem, Northampton County, the USEPA, any Holder listed in Paragraph 3.

10. **Termination or Modification.**

(a) This Environmental Covenant runs with the land unless 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 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 Department must approve, in writing, of such termination.

(d) In accordance with 27 Pa. C.S. § 6510(a)(3)(i), Grantor hereby waives the right to consent to any amendment or termination of the Environmental Covenant by consent; it being intended that any amendment to or termination of this Environmental Covenant by consent in accordance with this Paragraph requires only the following signatures on the instrument amending or terminating this Environmental Covenant: (i) the Holder at the time of such amendment or termination; (ii) the then current owner of the Property and (iii) the Department.

11. **USEPA.**

(a) **Notification.** The then current owner shall provide the USEPA written notice of:

- (1) the pendency of any proceeding that could lead to a foreclosure as referred to in 27 Pa. C.S. § 6509(a)(4), within seven calendar days of the owner's receiving notice of the pendency of such proceeding;
- (2) any judicial action referred to in 27 Pa. C.S. § 6509(a)(5), within seven calendar days of the owner's receiving notice of such judicial action;
- (3) any judicial action referred to in 27 Pa. C.S. § 6509(b), within seven calendar days of the owner's receiving notice of such judicial action; and
- (4) termination or amendment of this Environmental Covenant pursuant to 27 Pa. C.S. § 6510, within seven calendar days of the owner's becoming aware of such termination or amendment.

(b) **Enforcement.** A civil action for injunctive or other equitable relief for violating this Environmental Covenant may be maintained by the EPA.

12. **Department's and USEPA's address.** Communications with the Department and the USEPA regarding this Environmental Covenant shall be sent to:

Pennsylvania Department of Environmental Protection
Regional Environmental Cleanup Manager
2 Public Square
Wilkes-Barre, PA 18701-1915

United States Environmental Protection Agency Region III
Project Manager
Land and Chemicals Division/PA Remediation
1650 Arch Street
Philadelphia, PA 19103

13. **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:]

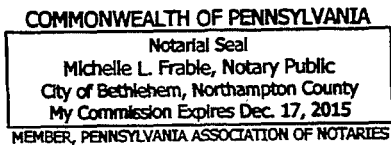
Date: Lehigh Valley Industrial Park, Inc., Grantor
By: [Signature]
Name: Kerry A. Wrobel
Title: President

COMMONWEALTH OF PENNSYLVANIA) [other state, if executed outside PA]

COUNTY OF Northampton) SS:

On this 14th day of October, 2014, before me, the undersigned officer, personally appeared Kerry A. Wrobel [Owner, Grantor] who acknowledged himself/herself to be the person whose name is subscribed to this Environmental Covenant, and acknowledged that s/he executed same for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal.



[Signature]
Notary Public

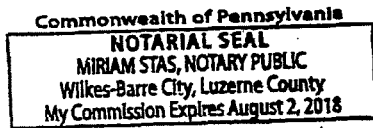
APPROVED, by Commonwealth of Pennsylvania, Department of Environmental Protection

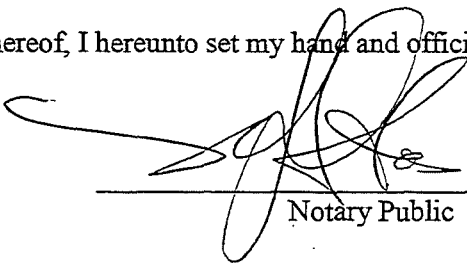
Date: 10/20/14
By: [Signature]
Name: Eric Supry
Title: ECB Manager

COMMONWEALTH OF PENNSYLVANIA)
)
COUNTY OF LuZerne) SS:

On this 20th day of October, 2014, before me, the undersigned officer, personally appeared Eric Supry, who acknowledged himself/herself to be the ESB Manager [Title] of the Commonwealth of Pennsylvania, Department of Environmental Protection, Northeast regional office, whose name is subscribed to this Environmental Covenant, and acknowledged that s/he executed same for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal.





Notary Public

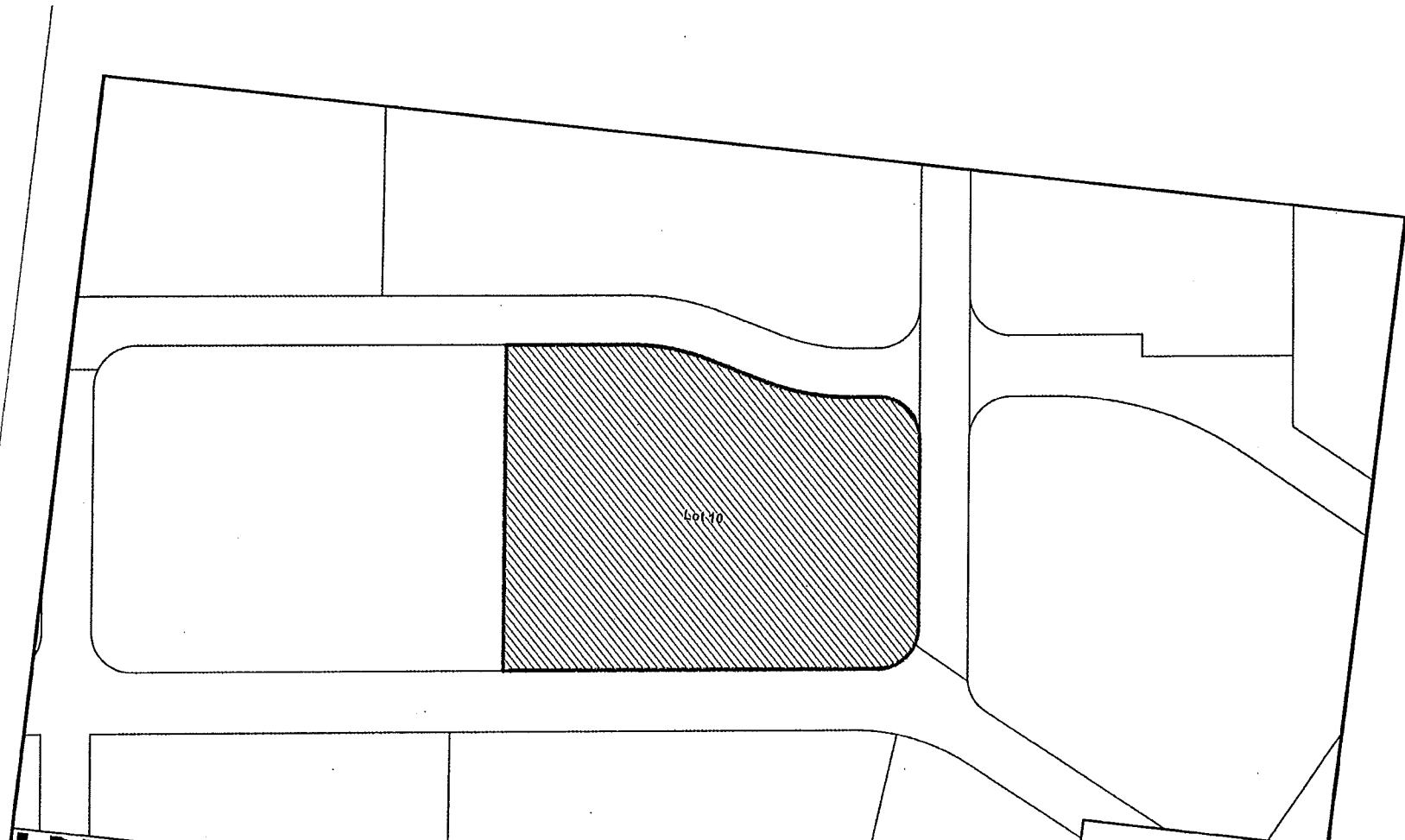
EXHIBIT A

Description of the Property

P7 6 6H-10 0204= 1720 Spillman Drive, Bethlehem City, Northampton County, Bethlehem School District

EXHIBIT B

Map of the Property



Lot 10


HR
 LVIP VII, 1720 Späman Drive
 Suite 280
 Bethlehem, PA 18016-2165

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


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**Lot 10
 Site Map**

Legend

 Lot 10

100 50 0 100 Feet



Job No.	Date	Figure No.
225279	09/11/14	B