

COUNTY OF NORTHAMPTON

RECORDER OF DEEDS
NORTHAMPTON COUNTY GOVERNMENT CENTER
669 WASHINGTON STREET
EASTON, PENNSYLVANIA 18042-7486
Area Code (610) 829-6210

Andrea F. Suter - Recorder
Dorothy J. Edelman - Lead Deputy
Barbara L. Manieri - Deputy



Book - 2019-1 Starting Page - 45201
*Total Pages - 14

Instrument Number - 2019005987
Recorded On 3/15/2019 At 1:14:17 PM

NCGIS Registry UPI Certification
On March 15, 2019 By SRM

- * Instrument Type - COVENANTS
- Invoice Number - 916019
- * Grantor - TRIPLE NET INVESTMENTS XXVII LP
- * Grantee - LEHIGH VALLEY INDUSTRIAL PARK INC
- User - BLR
- * Customer - MANKO GOLD KATCHER & FOX LLP

*** FEES**

STATE WRIT TAX	\$0.50
RECORDING FEES	\$31.00
COUNTY RECORDS IMPROVEMENT FEE	\$2.00
DEEDS RECORDS IMPROVEMENT FEE	\$3.00
UPI CERTIFICATION FEE	\$10.00
TOTAL PAID	\$46.50

***RECORDED BY:**

MANKO GOLD KATCHER & FOX LLP
401 E CITY AVE STE 901
BALA CYNWYD, PA 19004

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: 2019-1 Page: 45201



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

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Environmental Covenant

WHEN RECORDED, RETURN TO:

Matthew C. Sullivan
Manko, Gold, Katcher & Fox LLP
401 City Avenue, Suite 901
Bala Cynwyd, PA 19004

The County Parcel Identification Number of the Property is: P7-6-6-14-0204.

GRANTOR: Triple Net Investments XXVII, LP
PROPERTY ADDRESS: 2120 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 (“PADEP” or the “Department”).

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

The postal street address of the Property is: 2120 Spillman Drive, Bethlehem, PA 18015.

The latitude and longitude of the center of the Property affected by this Environmental Covenant is: Latitude: 40.61240000; Longitude: -75.33805556

The PADEP Primary facility ID# is 621613.

The Property consists of one parcel of land containing a total of approximately 17 acres in the City of Bethlehem, and is located within a larger tract of land that has been known by the following names: Bethlehem Steel Corporation, Bethlehem Commerce Center and Lehigh Valley Industrial Park 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**: Triple Net Investments XXVII, LP, is the owner of the Property and the GRANTOR of this Environmental Covenant. The mailing address of the Grantor is 171 Route 173, Asbury, NJ 08802.

3. **Holder/GRANTEE**: Lehigh Valley Industrial Park, Inc., is the GRANTEE and a “holder,” as that term is defined in 27 Pa. C.S. §§ 6502, of this Environmental Covenant. The mailing address of the Grantee is 1720 Spillman Drive, Suite 150, Bethlehem, PA 18015-2164.

4. **Description of Contamination & Remedy.** The Property is located within the area formerly known as the Auxiliary Shipping Yard which was originally part of the former Bethlehem Steel Corporation (BSC) Saucon Plant. The BSC manufactured steel products dating back to at least the 1880s. As a result of those activities, the Property was impacted by various substances including chromium. A soil investigation was conducted and a Remedial Investigation Report ("RIR") which includes a discussion of soil contamination was submitted to PADEP for approval under the Land Recycling and Environmental Remediation Standards Act, as amended ("Act 2") in May 2005. The RIR was approved by PADEP on June 22, 2005 and the Cleanup Plan for the Property was approved by PADEP on March 17, 2010. All the aforementioned documents are on file with the PADEP in its offices at 2 Public Square, Wilkes-Barre, PA 18701-1915. The implementation of the Cleanup Plan was documented in the Final Report for soils on the Property dated November 2018 that was approved by the Department on January 8, 2019. In accordance with the Final Report submitted to and approved by PADEP for the Property, the soil on the Property has been remediated to meet the Site-Specific Standard for non-residential use. The remedy included the use of engineering controls, including the capping of the Property with an approximately 243,000 square foot building, asphalt parking lot, concrete loading docks, and 1' of clean fill beneath landscaped areas on site, in order to eliminate any exposure pathways, and the use of the institutional controls.

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:

(a) In no event shall the Property or any part thereof 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. Parks or playgrounds including, without limitation, parks with swing sets, sand boxes, swimming pools or any other kind of facilities or equipment;
- iii. Campgrounds;
- iv. Daycare centers, nurseries, kindergartens, elementary and secondary schools, vocational or technical schools, or similar facilities;
- v. Hospitals, nursing homes, shelters, group homes, or similar facilities;
- vi. Cemeteries; and
- vii. The planting and raising of plants or crops for human consumption.

(b) 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 PADEP and/or the United States Environmental Protection Agency ("USEPA") as part of a cleanup plan.

(c) 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 a soil management plan approved by the PADEP and/or the USEPA as part of a cleanup plan.

- (d) Any engineering control existing on the Property or placed on the Property in accordance with the approved-Cleanup Plan for the Property that is disturbed or removed must be replaced with the same engineering control or another approved engineering control described in the approved Cleanup Plan for the Property. In the event the then current owner of the Property desires not to replace an engineering control that has been disturbed or removed, the then current owner of the Property shall characterize the regulated substances in the soils and materials beneath such engineering control and manage and, if necessary, remediate such soil and materials in accordance with Act 2 and all other applicable federal, state and local laws, rules, regulations and ordinances. Further, in the event that any activity breaches a capped area on the Property, the material management procedures described in a soil management plan approved by the PADEP and/or the USEPA as part of a cleanup plan shall be followed.
- (e) Groundwater underlying the Property 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 may be installed and operated on the Property 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.** The capped areas of the Property shall be inspected annually by the then current owner of the Property and any damage to those capped areas and the corrective actions taken to restore those caps shall be documented in records maintained at the Property with copies thereof provided to the PADEP and/or the USEPA upon request. Within one month after a) written request by PADEP, b) transfer of the title of any part or all of the Property, c) changes in use of the Property or d) becoming aware of noncompliance with the activity and use limitations in this Environmental Covenant, the then current owner of the Property shall submit, to the PADEP, written notification indicating whether or not the Property is in compliance with the activity and use limitations in this Environmental Covenant. In addition, within one month after filing an application for a permit for any building or site work, if the building or site work will affect the contamination subject to this Environmental Covenant, the then current owner of the Property shall submit written notification of the filing to the PADEP.

8. **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 implementation or enforcement of this Environmental Covenant.

9. **Recording & Proof & Notification.** Within 90 days after the date of the Department's approval of this Environmental Covenant, Grantor, shall file this Environmental Covenant with the Recorder of Deeds for Northampton County in which the Property is located, and send a file-stamped copy of this Environmental Covenant to the Department. Within that time period, Grantor, also shall send a file-stamped copy to the Grantee, the City of Bethlehem, and the County of Northampton.

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 thirty (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), the Grantor and Grantee each hereby waive their right to consent to any amendment or termination of the Environmental Covenant by consent unless such amendment or termination would modify, negate or in any way impact any engineering or institutional controls established by this Environmental Covenant; 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. **Department's Address.** Communications with the PADEP regarding this Environmental Covenant shall be sent to:

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

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:

Triple Net Investments XXVII, LP,
Owner/ Grantor

Date: 2/27/2019

By: _____

Name: _____

Title: _____

~~COMMONWEALTH OF PENNSYLVANIA~~ :
COUNTY OF Harford : SS.

On this, the 27 day of Feb, 2018, before me, the undersigned officer, personally appeared James Petre, who acknowledged himself/herself to be the invested sign of the sole owner of Triple Net Investments XXVII, LP, whose name is subscribed to this Environmental Covenant, and acknowledged that he executed same for the purposes therein contained.

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

NOTARY PUBLIC

MICHAEL H. SCHWERTFEGER
NOTARY PUBLIC OF NEW JERSEY
I.D. # 2335117
My Commission Expires 9/28/2020

MY COMMISSION EXPIRES:

Lehigh Valley Industrial Park, Inc.,
Holder/ Grantor

Date: 2/13/19

By: [Signature]

Name: Kerry A. Wroble

Title: President

COMMONWEALTH OF PENNSYLVANIA :

COUNTY OF Northampton : SS.

On this, the 13th day of February, 2019, before me, the undersigned officer, personally appeared Kerry A. Wroble, who acknowledged himself/herself to be the President of Lehigh Valley Industrial Park, Inc., whose name is subscribed to this Environmental Covenant, and acknowledged that he executed same for the purposes therein contained.

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

[Signature]
NOTARY PUBLIC

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
Michelle L. Frable, Notary Public
City of Bethlehem, Northampton County
My Commission Expires Dec. 17, 2019
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

MY COMMISSION EXPIRES: 12/17/19

APPROVED, by Commonwealth of Pennsylvania,
Department of Environmental Protection

Date:

By: [Signature]
Name: Eric Supry
Title: ECB Manager

COMMONWEALTH OF PENNSYLVANIA :
: SS.
COUNTY OF Lyzerne :

On this 7th day of March, 2019, before me, the undersigned officer, personally appeared Eric Supry, who acknowledged himself/herself to be the ECB Manager [Title] of the Commonwealth of Pennsylvania, Department of Environmental Protection, Northeast Regional office [insert name of 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 have hereunto set my hand and notarial seal.

[Signature]
NOTARY PUBLIC

Commonwealth Of Pennsylvania - Notary Seal
Karen Shedlock, Notary Public
Luzerne County
My Commission Expires October 12, 2021
Commission Number 1322057

MY COMMISSION EXPIRES: 10-12-21

EXHIBIT A

Description of the Property

PARID: P7-6-6-14-0204

ADDRESS: 2120 Spillman Drive, Bethlehem City, Northampton County, Saucon Valley
School District

DEED BOOK: 2015-1 – 186421

DESCRIPTION
LOT 14
LVIP VII - SAUCON TRACT
WARD 17, CITY OF BETHLEHEM
NORTHAMPTON COUNTY, PENNSYLVANIA

ALL THAT CERTAIN tract of land known as Lot 14 as shown on the Record Plan of LVIP VII -- Saucon Tract, Sheet 3 of 71, as recorded in the Northampton County Court House in Plan Book 2005-5, Page 681 on December 12, 2005 as prepared by Hanover Engineering Associates, Inc., situated in the 17th Ward of the City of Bethlehem, Northampton County, Pennsylvania is described as follows:

BEGINNING at a point on the south right-of-way of Spillman Drive, said point being in line with Lot 13 as described in the above-mentioned Record Plan; thence along said right-of-way North 54° 02' 16" East, 937.91 feet to a point; thence

Along a curve to the left having a central angle of 5° 03' 24", a radius of 330.00 feet, an arc length of 29.12 feet, and a chord bearing and distance of North 51° 30' 34" East, 29.11 feet to point; thence

Still along said right-of-way North 48° 58' 52" East, 222.49 feet; thence

Along a curve to the left having a central angle of 43° 11' 50", a radius of 60.00 feet, an arc length of 45.24 feet, and a chord bearing and distance of North 28° 13' 08" East, 44.17 feet to a point; thence

South 35° 57' 41" East, 135.42 feet to a found concrete monument, monument also being in line with land now or formerly Tecumseh Redevelopment Inc. (Tax Parcel ID P7-14-1, DBV 20031, Page 279151); thence

Along said lands the following six (6) courses:

1. Along a curve to the right having a central angle of 4° 50' 01", a radius of 1129.78 feet, an arc length of 95.31 feet, and a chord bearing and distance of South 01° 48' 01" West, 95.28 feet to point; thence
2. South 04° 13' 00" West, 753.39 feet to a point; thence
3. North 85° 47' 00" West, 45.50 feet to a point; thence
4. South 04° 13' 00" West, 92.85 feet to a found concrete monument; thence
5. South 63° 13' 33" West, 363.81 feet to a point; thence
6. Along a curve to the left having a central angle of 17° 57' 39", a radius of 746.20 feet, an arc length of 233.92 feet and a chord bearing and distance of South 54° 14' 44" West, 232.96 feet to a point in line with Lot 13; thence

E:\Proj\Beth-Pds\1513(Lots)-LVIPVII-Lots\Lot 14-Description\DESCRIPTION-Lot 14.docx

Along Lot 13 North 35° 44' 44" West, 728.88 feet to a point on the southerly right-of-way of Spillman Drive; said point being the **PLACE OF BEGINNING**.

Containing approximately 744,645 square feet or 17.0947 acres.

RECEIVED

2019 MAR 15 AM 11:39

REGISTER OF DEEDS
JUNTAHAWK COUNTY, PA

EXHIBIT B

Map of the Property

