

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 - 2015-1 Starting Page - 7589

*Total Pages - 9

Instrument Number - 2015001070
Recorded On 1/14/2015 At 2:10:20 PM

NCGIS Registry UPI Certification
On January 14, 2015 By HG

- * Instrument Type - COVENANTS
- Invoice Number - 792967
- * Grantor - TRIPLE NET INVESTMENTS II L P
- * Grantee - PENNSYLVANIA, COMMONWEALTH OF
- User - DLO
- * Customer - J J PETRUCCI

*** FEES**

STATE WRIT TAX	\$0.50
RECORDING FEES	\$21.00
COUNTY RECORDS	\$2.00
IMPROVEMENT FEE	
DEEDS RECORDS	\$3.00
IMPROVEMENT FEE	
UPI CERTIFICATION FEE	\$10.00
TOTAL PAID	\$36.50

***RECORDED BY:**

J J PETRUCCI
171 STATE ROUTE 173
SUITE 201
ASBURY, NJ 08802

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: 2015-1

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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:
Joseph Correia
171 New Jersey 173
Suite 201
Asbury, NJ 08802

The County Parcel Identification No. of the Property is: P7 6 6-15 0204

GRANTOR: Triple Net Investments, II, L.P.

PROPERTY ADDRESS: 1911 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 The City of Bethlehem, Northampton County. The postal street address of the Property is 1911 Spillman Drive, Bethlehem, PA 18015. The latitude and longitude of the center of the Property affected by this Environmental Covenant is: 40.613453, -75.342491. The Property has been known by the following name(s): Bethlehem Steel Corporation, Bethlehem Commerce Center, LVIP VII-Lot 15 and Lot 16. The DEP Primary Facility ID# is 621613.

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.** Triple Net Investments II, L.P. is the owner of the Property and the GRANTOR and GRANTEE of this Environmental Covenant.

3. The mailing address of the owner is: 171 New Jersey 173 Suite 201, Asbury, NJ 08802.

4. **Description of Contamination & Remedy**

The analytical results of soil samples collected on the Property were compared to the Pennsylvania Department of Environmental Protection 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 that exceeded the non-residential medium specific concentrations (MSCs) for soil. Results of the SVOCs analyses indicated that only benzo(a)pyrene was detected above the Non-residential SHS. No other SVOCs were detected above the SHS. Results of the heavy metals analyses indicated that total chromium was detected above the SHS. It is important to note that the total chromium concentration was compared to the SHS for chromium VI. Manganese was detected above the SHS of 2,000 mg/kg in 8 soil samples.

Notwithstanding the above-described contamination, soil at the Property was determined to meet Act 2 SHSs and site-specific standards based on a non-residential use of the Property. Additional information about the historic remedial activities, including the specific substances detected, the sampling and monitoring that was performed, and the impacted soils that were excavated on the Property may be found in the Final Report for Soils for Lots 15 and 16, as approved by PADEP in September 2014. The Final Report and other information concerning environmental conditions at the Property may be obtained from The Pennsylvania Department of Environmental Protection, Northeast Regional Office, 2 Public Square, Wilkes-Barre, PA. The Final Report includes a plan to implement a cap over the Property consisting of a combination of pavement, buildings, landscaped and soil capped areas, along with an institutional control restricting the disturbance of the capped areas and also restricting the use of groundwater at the Property.

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. 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 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 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.** Within 1 month after a) written request by the Department, b) transfer of title of any part or all of the Property, or c) 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 Department, written notification indicating whether or not the Property is in compliance with the activity and use limitations in this Environmental Covenant. In addition, within 1 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 Department.

8. **Access by the Department.** In addition to any rights already possessed by the Department, this Environmental Covenant grants to the Department 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 90 days after the date of the Department's approval of this Environmental Covenant, the Owner, Triple Net Investments II, L.P. 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, the City of Bethlehem, and Northampton County.

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.

12. **Department's address.** 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 18701-1915

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

Date: Triple Net Investments, II, L.P., Owner, Grantor and Grantee
By: James G. Petrucci
Name: James G. Petrucci
Title: Manager of GP

Date: 12/10/14 APPROVED, by Commonwealth of Pennsylvania, Department of Environmental Protection
By: Eric Supey
Name: Eric Supey
Title: ECB Manager

State of N.J.
~~COMMONWEALTH OF PENNSYLVANIA~~) [other state, if executed outside PA]
COUNTY OF Hudson) SS:

On this 4 day of Dec, 2014 before me, the undersigned officer, personally appeared Jim Petrucci the Manager of Triple Net Investments, II, L.P. 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

MICHAEL H. SCHWERTFEGER
NOTARY PUBLIC OF NEW JERSEY
I.D. # 2335117
My Commission Expires 9/28/2015

**EXHIBIT A
DESCRIPTION
LOTS 15/16
LVIP VII - SAUCON TRACT
WARD 17, CITY OF BETHLEHEM
NORTHAMPTON COUNTY, PENNSYLVANIA**

ALL THAT CERTAIN tract of land known as Lots 15/16 as shown on the Record Plan of LVIP VII - Saucon Tract, Lot 15/16 Lot Line Adjustment & Consolidation Plan, Sheets 1 through 3 of 3, as recorded in the Northampton County Courthouse Recorder Of Deeds in Plan Book 2007-5, Page 416 on September 17, 2007 as prepared by Hanover Engineering Associates, Inc., situated in the 17th Ward of the City of Bethlehem, County of Northampton and Commonwealth of Pennsylvania is described as follows, to wit:

BEGINNING at a point on the Northern right-of-way line of Spillman Drive, said point also in line with lot 17 of the above mentioned plan; thence along said right-of-way the following (4) four courses:

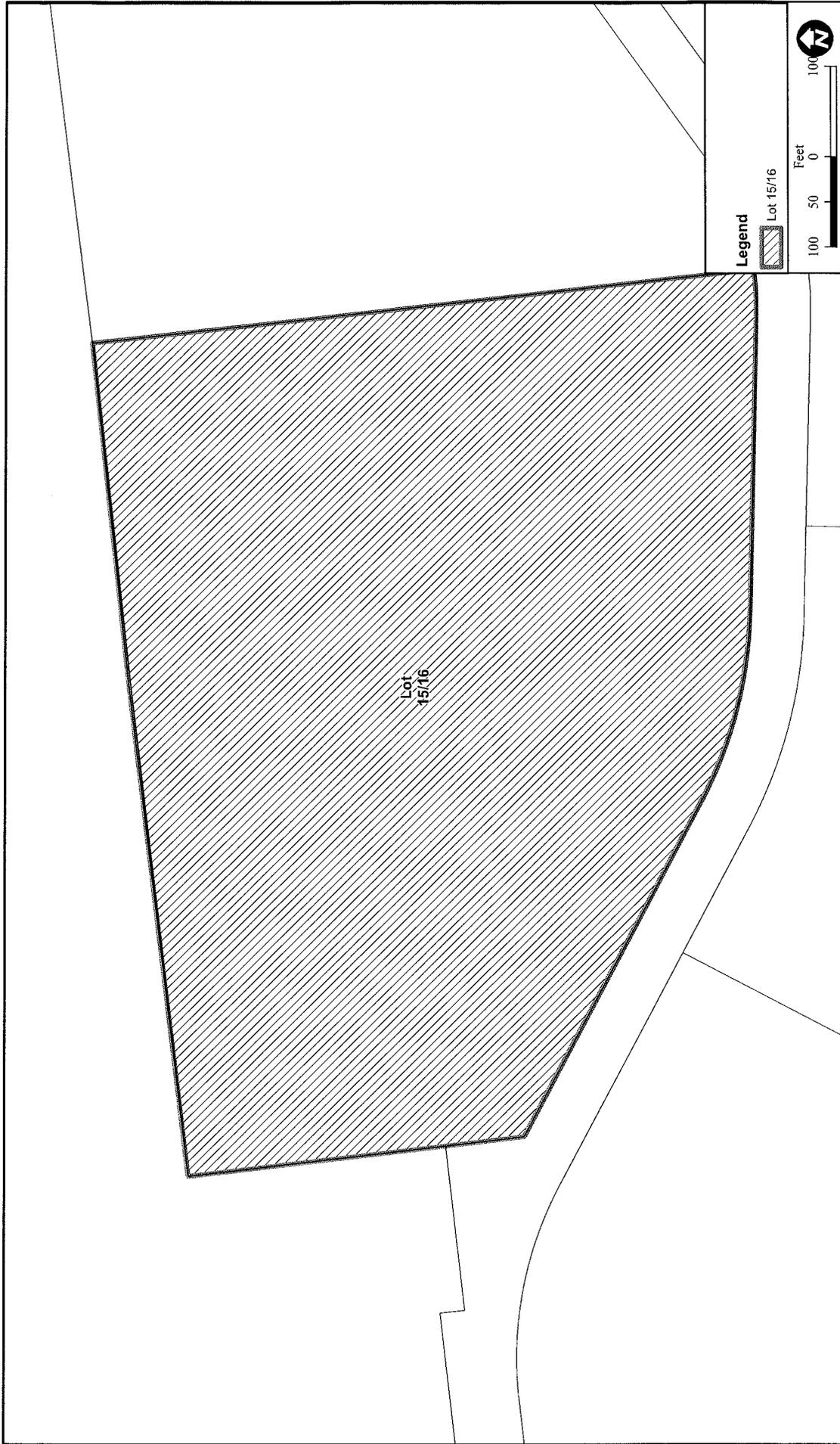
1. Along a curve to the right having a central angle of $9^{\circ} 49' 59''$, a radius of 270.00 feet, an arc length of 46.34 feet and a chord bearing and distance of South $86^{\circ} 24' 58''$ West, 46.28 feet to a point; thence
2. North $88^{\circ} 40' 02''$ West, 337.97 feet to a point; thence
3. Along a curve to the right having a central angle of $26^{\circ} 22' 02''$, a radius of 469.87 feet, an arc length of 216.23 feet and a chord bearing and distance of North $75^{\circ} 29' 01''$ West, 214.33 feet to a point; thence
4. North $62^{\circ} 18' 00''$ West, 420.59 feet to a point in line with lands of Lot 15A; thence

Along Lot 15A and lands of Lchigh Heavy Forge, North $6^{\circ} 46' 52''$ West, 372.28 feet to a point; thence

North $83^{\circ} 13' 08''$ East, 932.27 feet to a point in line with Lot 17; thence

Along Lot 17 South $06^{\circ} 23' 14''$ East, 738.54 feet to a point; said point being the **PLACE OF BEGINNING**.

Containing approximately 576,008 square feet or 13.2233 acres.



	LVIP VII, 1720 Spellman Drive Suite 280 Bethlehem, PA 18015-2165	Lot 15/16 Site Map		Figure No. B
	D:\PRODUCTION\GIS\Jobs\LVIP_BCC\GIS\map_docs\mxd\sauc\lots1516\Exhibit_B_20140911.mxd	BETHLEHEM COMMERCE CENTER - LVIP VII NORTHAMPTON COUNTY, PENNSYLVANIA	Job No. 225279	Date 09/11/14