

RECORDERS OFFICE  
NORTHAMPTON COUNTY, PA

INVOICE # 904613  
0101-RECEIPT JMK

-- CHARGES --

#001 COVENANTS \$44.50

Instrument Number - 2018027043  
Recorded on - Oct 09, 2018 9:26:20 AM  
Book: 2018-1 Page: 215275  
Total Pages: 13  
Municipality - BETHLEHEM CITY - BETHLEHEM  
Grantor - LEHIGH VALLEY INDUSTRIAL PARK INC  
Grantee - REEB

Fee Detail:

COUNTY RECORDING FEE	\$13.00
PER PAGE OVER 4 PAGES	\$16.00
UPI CERTIFICATION FEE	\$10.00
STATE WRIT FEE	\$0.50
IMPROVEMENT FEE-COUNTY	\$2.00
IMPROVEMENT FEE-RECORDER	\$3.00

Comment - 1000 MALONEY CIR

TOTAL CHARGES \$44.50

-- PAYMENTS --

CHECK: 10733 \$44.50

TOTAL PAYMENTS \$44.50

AMOUNT DUE	\$44.50
PAYMENT ON INVOICE	(\$44.50)
BALANCE DUE	\$0.00

Receipt By: WALK-IN

Customer:

JACOBS ESQ, ROBERT H  
400 NORTHAMPTON ST STE 408  
EASTON, PA 18042

THANK YOU  
ANDREA F. SUTER  
RECORDER OF DEEDS  
COUNTY # 48  
10/09/2018 9:26:20 AM

September 26, 2018

Kerry A. Wrobel  
Lehigh Valley Industrial Park  
1720 Spillman Drive, Suite 150  
Bethlehem, PA 18015-2164

Re: Approval of Environmental Covenant  
LVIP VII-Lot 84  
eFACTS PF #621613  
Remediation ID #9984  
Bethlehem City, Northampton County


Dear Mr. Wrobel:

The Department of Environmental Protection (department) has reviewed the March 11, 2016 Environmental Covenant (EC) for the property located at Lehigh Valley Industrial Park VII-Lot 3 (1000 Maloney Circle). The EC was prepared by you and submitted to the department in accordance with Title 25, Chapter 253 of the PA Code, Administration of the Uniform Environmental Covenants Act (UECA). UECA and accompanying regulations provide a standardized process for creating, documenting and assuring the enforceability of activity and use limitations on contaminated properties involving most engineering and institutional controls used to achieve Act 2 standards.

The DEP has approved the EC. The signed EC is enclosed. As stated in paragraph 9 of the EC, the EC is to be recorded within 30 days of this letter. In addition, notifications of recordation are to be sent to the DEP and the other entities named in paragraph 9 within 90 days of this letter.

If you have questions regarding this correspondence, please contact me at 570.826.2515.

Sincerely,



Eric Supey  
Environmental Program Manager  
Environmental Cleanup and Brownfields Program

cc: Bethlehem City

When recorded, return to:  
Mr. Kerry A. Wrobel  
1720 Spillman Drive, Suite 150  
Bethlehem, PA 18015-2164

The County Parcel Identification No. of the Property is: P7 22 2-4C-4 0204  
**GRANTOR:** Lehigh Valley Industrial Park, Inc (LVIP)  
**PROPERTY ADDRESS:** 1000 Maloney Circle  
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 latitude and longitude of the center of the Property is: Latitude: 40.598611,  
Longitude: 75.331389.

The Property 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.

For other facilities, the DEP Primary Facility ID# is 621613

The Property consists of one parcel of land containing a total of approximately 61 acres in the City of Bethlehem.

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.** Lehigh Valley Industrial Park, Inc is the owner of the Property and the GRANTOR of this Environmental Covenant.

3. **Holder(s) / GRANTEE(S).** Reeb is the GRANTEE and a “holder,” as that term is defined in 27 Pa. C.S. § 6502, of this Environmental Covenant:

The Grantee's address is as follows:

1000 Maloney Circle, Bethlehem, PA 18015

4. **Description of Contamination & Remedy.** The Property formerly known as Lot 84 is located within Lehigh Valley Industrial Park VII in the City of Bethlehem. Lot 84 once operated as a coal storage area for the Bethlehem Steel Corporation that manufactured steel dating back to the 1880s or earlier. As a result of the past use of the Property, contaminants at the site were Arsenic and Manganese. A soil investigation was conducted and a Remedial Investigation Report 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 November, 2014. The joint RIR and CP was approved by PADEP on December 4, 2014. The aforementioned documents are on file with the PADEP in its office at 2 Public Square, Wilkes-Barre, PA 18701-1915. The Final Report was submitted to PADEP in December, 2017 and approved on January 23, 2018. 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 to eliminate any exposure pathways which included the capping of the Property with a 605,500 square foot building, asphalt parking lots, and sidewalks. Areas that were not capped were covered with 1' of clean fill and landscaped. In addition, institutional controls were set to restrict and control future use of the Property.

5. **Activity and Use Limitations.**

Institutional controls in the form of a covenant, which will be submitted under a separate cover, placed on the property to restrict and control future use of the Site, groundwater underlying the Site and subsurface activities include:

- (a) 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. Parks or playgrounds including, without limitation, parks with swing sets, sand boxes, swimming pools, or any other kind of facility or equipment;
  - c. Campgrounds;
  - d. Daycare centers, nurseries, kindergartens, elementary and secondary schools, vocational or technical schools, or similar facilities;
  - e. Hospitals, nursing homes, shelters, group homes, or similar facilities;
  - f. Cemeteries; and
  - g. The planting and raising of plants for crops for human consumption.
- (b) 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 PADEP and/or U.S. EPA 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 the Soil Management Plan (SMP) approved by the PADEP and/or the U.S. EPA as part of a Cleanup Plan.
- (d) Any engineering control that has been placed on the Site in accordance with this Plan that is disturbed or removed must be replaced with the same engineering control or another approved engineering control as established in this Plan. In the event the owner of a lot within the Site (an "Owner"), or any successor or assign of such Owner, desires not to replace an engineering control that has been disturbed or removed, such Owner, or such successor or assign, 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 an Owner, or any successor or assign of such Owner, conducts any activity that breaches an engineering control on the Site, such Owner or such successor or assign shall follow the applicable procedures established in the SMP.
- (e) 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.** Within one month after a) written request by the PADEP, b) transfer of the 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 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 the PADEP, this Environmental Covenant grants to the PADEP 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 Grantee, Reeb, 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 within 60 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: 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 PADEP regarding this Environmental Covenant shall be sent to:

Pennsylvania Department of Environmental Protection  
Northeast Region Office  
Environmental Cleanup & Brownfields 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: 6/29/18

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

Date: 8/22/18

Reeb, Grantee  
By: [Signature]  
Name: Scott Keiser  
Title: CEO

Date: 9/26/18

By: [Signature]  
Name: Eric Supey  
Title: Environmental Cleanup &  
Brownfields Manager PADEP, Northeast  
Regional Office









**EXHIBIT A**

**Description of the Property**

PARID: P7 22 2-4C-4 0204

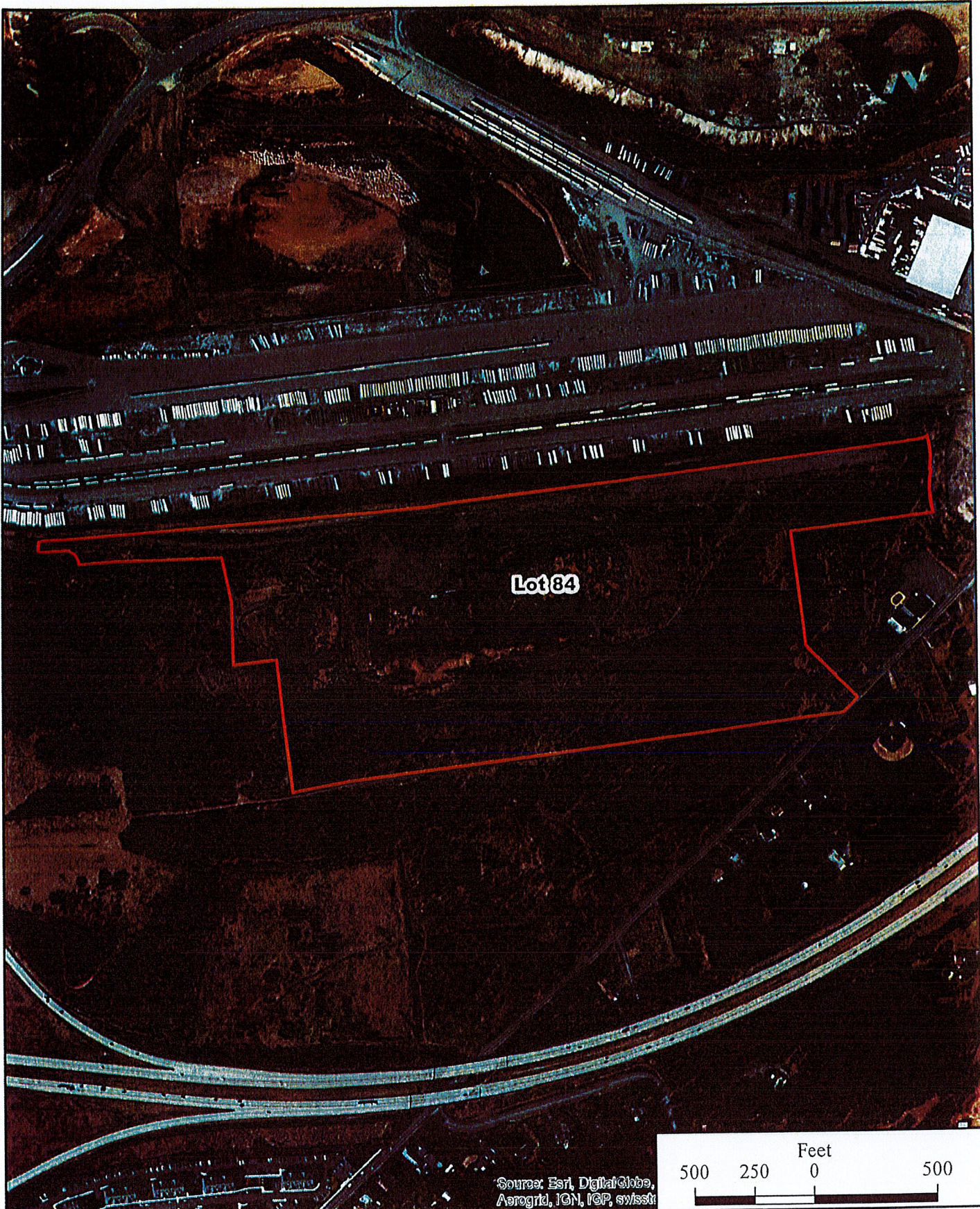
ADDRESS: 1000 Maloney Circle, Bethlehem City, Northampton County, Saucon Valley School District

DEED BOOK:

**EXHIBIT B**

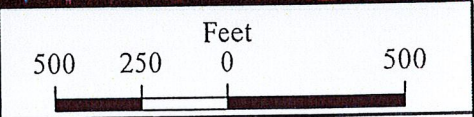
**Map of the Property**






**Lot 84**

Source: Esri, DigitalGlobe,  
AerGRID, IGN, IGP, swisstopo



	LVIP VII, 1720 Spillman Drive Suite 280 Bethlehem, PA 18015-2165	<b>LVIP Lot 84</b>		<b>Job No.</b>	<b>Date</b>	<b>Figure No.</b>
		Northampton County, PA		230886	07/17/14	Exhibit B