

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 - 130803

***Total Pages - 15**

Instrument Number - 2015017389
Recorded On 7/13/2015 At 1:30:59 PM

NCGIS Registry UPI Certification
On July 13, 2015 By HG

- * Instrument Type - COVENANTS
- Invoice Number - 807243
- * 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	\$33.00
COUNTY RECORDS	\$2.00
IMPROVEMENT FEE	
DEEDS RECORDS	\$3.00
IMPROVEMENT FEE	
UPI CERTIFICATION FEE	\$10.00
TOTAL PAID	\$48.50

***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: 2015-1 Page: 130803



* - 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 1 0204
GRANTOR: Lehigh Valley Industrial Park, Inc. (LVIP)
PROPERTY ADDRESS: Along the Lehigh River, 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 latitude and longitude of the center of the Property affected by this Environmental Covenant is: 40.619331, -75.350493. The Property has been known by the following name(s): Bethlehem Steel Corporation, Bethlehem Commerce Center, LVIP VII- Saucon Pumphouse. 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.** Lehigh Valley Industrial Park, Inc. is the owner of the Property and the GRANTOR of this Environmental Covenant.

3. **Holder(s) / GRANTEE(S).** The following is/are the GRANTEE(s) and a “holder,” as that term is defined in 27 Pa. C.S. § 6502, of this Environmental Covenant: none, other than Lehigh Valley Industrial Park, Inc., identified immediately above.

4. **Description of Contamination & Remedy** The Property is part of a larger tract (Saucon) previously owned and operated by Bethlehem Steel Corporation (BSC) for the purpose of withdrawing water from the Lehigh River to mills operated by BSC. A Remedial Investigation Report/Final Report (RIR/FR) was submitted for approval on September 2014 under the Land Recycling and Environmental Remediation Standards Act, as amended (“Act 2”). The RIR/FR was approved by the Department on

October 10, 2014. The RIR/FR demonstrates attainment of the Non-residential Statewide Health Standard for soil and under the Site –Specific Standard for groundwater. Attainment for potential groundwater impacts was demonstrated through use of institutional controls. All of the aforementioned documents are on file with the Department in its offices at 2 Public Square, Wilkes-Barre, PA 18701-1915.

The RIR/FR for the Saucon Pumphouse includes a section presenting analytical results for soil samples collected from the property. A total of 14 soil samples were collected and analyzed for Target Analyte List (TAL) metals, Target Compound List (TCL) volatile organic compounds (VOCs), TCL semi-volatile organic compounds (SVOCs), and Polychlorinated Biphenyls (PCBs). The soil-sample analytical results were compared to the Department’s Non-residential Statewide Health Standards (NRSHS) established under Act 2. None of the samples analyzed contained any exceedances above the non-residential direct contact numeric values. Arsenic and total chromium were each detected above the Soil to Groundwater Numeric Value in one sample. Manganese was detected above the Soil to Groundwater Numeric Value in nine of the soil samples. SVOCs were detected in 11 of the 14 analyzed soil samples; however no concentrations exceeded the applicable NRSHS. Seven samples had detections for PCBs; all were also below the applicable NRSHS. A single VOC was detected in all of the soil samples analyzed; however the reported concentrations did not exceed the corresponding NRSHS.

Groundwater investigation activities including groundwater sampling have been completed by HDR and others for the entire Bethlehem Commerce Center (BCC) property. Monitoring wells that were used to characterize groundwater underlying the Saucon Tract were in close proximity to the Property prior to their closure in 2004. The results for these wells located in the Saucon Tract, used as part of the site-wide groundwater closure, were used to characterize the groundwater flowing on to the Property. Based on groundwater data presented in the approved RIR/FR for the Saucon Mills Area of the BCC property, groundwater quality underlying the Property is similar to groundwater that underlies the Saucon Mills Area. Therefore, RIR/FR assumed that the quality of the groundwater underlying the Property is consistent with that underlying the Saucon Mills Area.

As part of the full BCC site-wide groundwater closure work, sampling was completed on groundwater monitoring and production wells located within the Saucon Mills Area in December 2003 and December 2004. Two monitoring wells reported exceedances of water quality standards for chromium and lead. The former Blue Mountain production well had concentrations of carbon tetrachloride exceeding the Department’s water quality standard of 5 mg/L at 9 ug/L and 8.9 ug/L. None of the wells contained semi- volatile organic compounds at levels above established regulatory limits.

In accordance with the overall Property redevelopment plans, groundwater impacts for the BCC are being addressed on a site-wide basis utilizing institutional controls to ensure future protection of human health and the environment. Identified impacts for groundwater have been addressed in a manner which has demonstrated compliance with the Site-Specific Standard as established under Act 2 and has obtained a Final Decision

from the USEPA under RCRA. Since the Property is immediately down gradient of the BCC property, the proposed groundwater attainment is based on inclusion in the greater site-wide release. Exposure control and pathway elimination for the Property will be accomplished through the same controls as the greater BCC, e.g., institutional controls restricting the use of groundwater, land-use restrictions.

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 Property, groundwater underlying the Property, 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 Groundwater issues are being addressed with the following restrictions on a site-wide basis for the Property and the broader BCC: 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.

5.3 Both the City of Bethlehem and Lower Saucon Township supply public water to residents and businesses within the municipalities. As such, both municipalities have passed ordinances that restrict the use of private supply wells for drinking water. Complete copies of the municipal ordinances pertaining to water supply are presented in Exhibit C. The City of Bethlehem and Lower Saucon Township require that improved properties be connected to public water.

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.

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 & Brownfields 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.

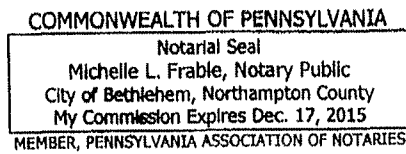
ACKNOWLEDGMENTS [by Owner(s) and any Holder(s), in the following form:]

Date: 6-5-15 Lehigh Valley Industrial Park, Inc., Grantor
By: [Signature]
Name: Gerry A. Wrobel
Title: President

COMMONWEALTH OF PENNSYLVANIA) [other state, if executed outside PA]
COUNTY OF Northampton)
SS:

On this 5th day of June, 2015, before me, the undersigned officer, personally appeared Gerry 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

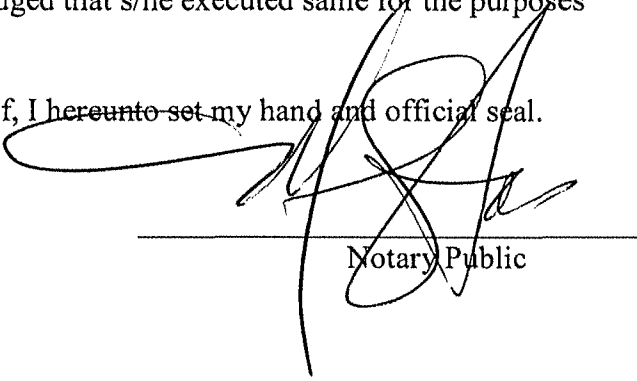
Date: 6/17/15 By: [Signature]
Name: Eric Supper
Title: ECB manager

COMMONWEALTH OF PENNSYLVANIA)
)
COUNTY OF LUZERNE) SS:

On this 17th day of JUNE, 2016, 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, 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.

Commonwealth of Pennsylvania
NOTARIAL SEAL
MIRIAM STAS, NOTARY PUBLIC
Wilkes-Barre City, Luzerne County
My Commission Expires August 2, 2018



Notary Public

EXHIBIT A

**DESCRIPTION
SAUCON RIVER PUMP HOUSE PROPERTY
LVIP VII – SAUCON TRACT
WARD 17, CITY OF BETHLEHEM
NORTHAMPTON COUNTY, PENNSYLVANIA**

ALL THAT CERTAIN parcel of land known as Saucon River Pump House Property, said parcel also being known as Map P7, Block 6, and Lot 1-0204 as referred to on the tax map of the Northampton County Assessment Office situated in the 17th Ward of the City of Bethlehem, Northampton County, Pennsylvania is described as follows:

BEGINNING at a point on the southerly low water line of the Lehigh River, said point being a common corner with lands now or formerly Pennsylvania Lines LLC (P7-06-02-0204E); thence along said low water line

In an Easterly direction to other lands of the said Pennsylvania Lines LLC; thence along said Railroad the following three (3) courses:

1. Southerly to the northerly right-of way of the Railroad; thence along the northerly right-of-way
2. Westerly to a point; thence
3. Northerly to a point at the low water mark of the Lehigh River, said point being the **PLACE OF BEGINNING.**

Containing approximately 1.46 acres.

EXHIBIT B

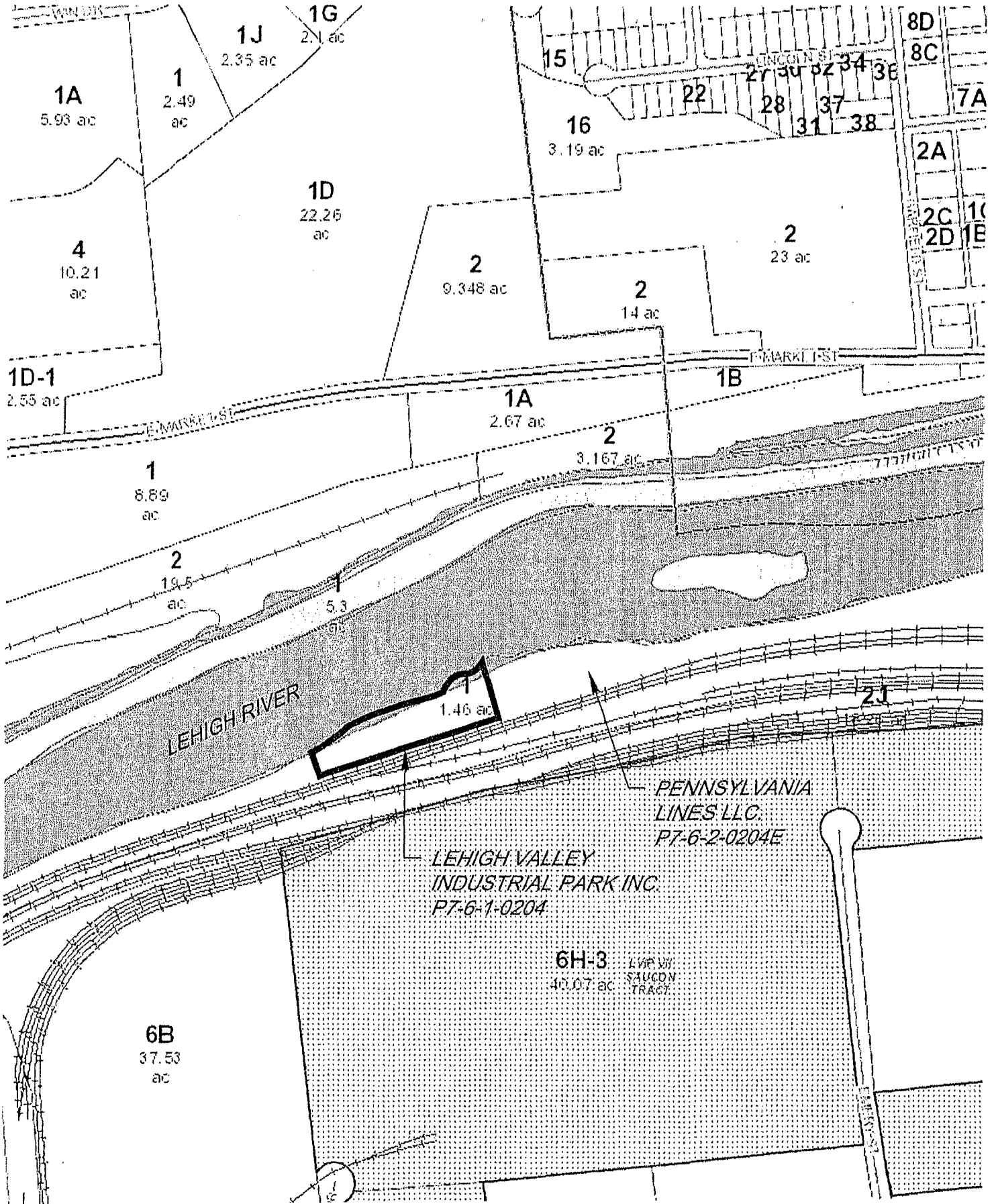


EXHIBIT C

**CITY OF BETHLEHEM
WATER ORDINANCE**

ARTICLE 911

Water Regulations

- 911.01 Definitions.
- 911.02 Application for new service.
- 911.03 Service connections.
- 911.04 Customer's service line.
- 911.05 Discontinuance of service.
- 911.06 Restoration of service.
- 911.07 Water used for building purposes.
- 911.08 Meters.
- 911.09 Fire service.
- 911.10 Main extensions.
- 911.11 Damage to system and theft of water.
- 911.12 Water conservation contingency plan.
- 911.13 Water use standards for certain plumbing fixtures.
- 911.14 Cross connection control and backflow prevention.
- 911.99 Penalty.

CROSS REFERENCES

Water supply - See 3rd Class §3501-3572
(53 P.S. §38501-38572)

Water and sewer assessment - See S.U. and P.S. Art. 905
Rates and charges - See S.U. & P.S. Art. 913

911.01 DEFINITIONS.

The following words, terms, and phrases, when used in this Article shall have the meaning ascribed to them in the Section, except where the context clearly indicates a different meaning.

- (a) Applicant. Any party applying for water service or a water main extension.
- (b) Bureau of Water. A Bureau of the Department of Water and Sewer Resources, City of Bethlehem Pennsylvania.
- (c) City. The City of Bethlehem, Pennsylvania.
- (d) City Service Line. The line through which water is transmitted from the water main to the curb line.
- (e) Corporation Stop. An outside shutoff valve on the water main.

- (f) Cross Connection. A link or channel between pipes carrying City water and pipes, carrying water from other sources, e.g., wells, streams, etc.
- (g) Curb Stop. An outside shutoff valve on the water service
- (h) Customer. A party contracting with the City for service.
- (i) Customer Service Line. The line through which water is transmitted from curb line to user.
- (j) Fire Flow Test. The flowing of water in a sprinkler system, standpipe system or fire hydrant for testing performance of it. (Ord. 3568. Passed 9/7/93.)
- (k) Fire Line. A water line installed exclusively for fire protection in a building or to a fire hydrant installed on private property.
- (l) Improved Property. Any property upon which a dwelling, capable of human habitation, has been constructed.
- (m) Landlord. A customer who owns a rental property.
- (n) Meter. A device used for the purpose of measuring water consumption including exterior remote reading device and wiring.
- (o) User. Anyone who creates a demand for water and engages in the consumption thereof.
- (p) Water Main. Line through which water is transmitted throughout the distribution system.
- (q) Water Service. The City service line, the meter, and meter setting. (Ord. 3025 \$1. Passed 10/15/85.)

911.02 APPLICATION FOR NEW SERVICE.

- (a) Water will be furnished upon written application by a person or persons desiring introduction of water service to a property or properties upon approval of such application by the City. Forms for all applications are available at the Department of Water and Sewer Resources, 10 East Church Street, Bethlehem, Pennsylvania.

- (b) New water service will not be provided outside the City's franchised water service area, as approved by the Pennsylvania Public Utility Commission, unless the following conditions are met:
- (1) The official approval of the Pennsylvania Public Utility Commission must be obtained prior to granting approval to above-mentioned service request, provided PUC approval is necessary.
 - (2) The water service application must have the approval of Bethlehem City Council, upon the recommendation of the Water and Sewer Resources Department. The Department will only make such a recommendation if it can be proven that the City would benefit from the expansion of its distribution system, and that such expansion, in fact, would not be detrimental to the City's ability to provide adequate service to its existing customers.

911.03 SERVICE CONNECTIONS.

- (a) City's Service Line. Upon proper application, the City will install and maintain a service line from the main to the curb line.
- (b) Size and Kind of Service Line. The City reserves the right to determine the size and kind of the service line, from the main to the curb line and also from the curb line to the user to be served. Normally, 3/4" size lines will be furnished to serve single dwellings unless a larger size has been applied for and approved by the Bureau of Water. The pipe from the curb line to the user shall be furnished, installed and maintained by the owner of the property.
- (c) Separate Trench. No service pipe shall be laid in the same trench with drain or sewer pipe, or any other facility of another public service company, nor within three feet of any open excavation or walk unless an exception is granted by the Bureau of Water. When installed in the same trench with sewer, the service line must be shelved at least 18" above the invert of the drain, sewer line or other facility. In addition, an 18-inch horizontal separation must be maintained.

- (d) Independent Connection for Each Building. Each separate building and single dwelling shall be provided with an independent connection from the main. However, single garages and apartments on the same lot may be supplied from a single service connection, with the approval of the Bureau of Water. Every meter shall have its own curb stop. (Ord. 3025 S1. Passed 10/15/85.)
- (e) Requirement to Connect to Water Supply System. Any improved property on which water is used for human consumption, which abuts the water supply system of the City, shall connect to the water supply system of the City within 90 days of a notice by the City to the owner of the improved property to connect. Such notice to connect may be given or served at any time after a water service main is in place that can deliver water to the improved property. Such notice shall be given or served upon the owner by the Director of Water and Sewer Resources by certified mail or in person as authorized by the Director. (Ord. 3431 - Passed 9/3/91.)

911.04 CUSTOMER'S SERVICE LINE.

The customer's service line is the line through which water is transmitted from the curb line to the user location and which provides water service for the owner or tenant of any property being served with City water.

In the case of any rental property, the landlord shall be responsible for adhering to all City rules and regulations, including payment of all water bills.

All connections, service lines and fixtures furnished by the customer shall be maintained by him in good order; and all valves, meters and appliances furnished and owned by the City and on the property of the customer shall be protected properly by said customer. All leaks in the customer service line or any other pipe or fixture, in or upon the premises supplied, must be repaired immediately by the customer. On failure to make such repairs with reasonable dispatch, the City, upon five (5) days notice, will discontinue service.

Service lines from the curb line to the user shall be laid at a depth of not less than four (4') feet. Materials and installation shall be in accordance with City specifications.