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 - 2016-1 Starting Page - 59893

NCGIS Registry UPI Certification On March 31, 2016 By HG

*Total Pages - 17

Instrument Number - 2016007777 Recorded On 4/1/2016 At 1:09:48 PM

- * Instrument Type COVENANTS Invoice Number - 828618
- * Grantor LIBERTY PROPERTY LP
- * Grantee LEHIGH VALLEY INDUSTRIAL PARK INC User - KSK
- * Customer SIMPLIFILE LC E-RECORDING

*RECORDED BY:	*	RE	CO	RD	ED	BY:
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STATE WRIT TAX

* FEES

\$0.50 JACOBS & JACOBS

RECORDING FEES

\$37.00 8 CENTRE SQUARE \$2.00 EASTON, PA 18042

COUNTY RECORDS IMPROVEMENT FEE

\$3.00

DEEDS RECORDS

IMPROVEMENT FEE

UPI CERTIFICATION FEE

\$10.00 I hereby CERTIFY that this document is recorded in the

TOTAL PAID

\$52.50 Recorder's Office Of Northampton County, Pennsylvania



Uredrea I. Sutis

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

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

The County Parcel Identification Number of the Property subject to this Environmental Covenant is: P7 6 6H-3 0204.

GRANTOR:

Liberty Property, LP

GRANTEE:

Lehigh Valley Industrial Park, Inc.

PROPERTY ADDRESS:

10 Emery Street, Bethlehem, PA 18015 City of Bethlehem, Northampton County

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. <u>Property Affected</u>. 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

10 Emery Street Bethlehem, PA 18015

The latitude and longitude of the center of the Property affected by this Environmental Covenant is: Latitude: 40.617481; Longitude:-75.349280

The PADEP Primary facility ID# is 621613.

The Property consists of one parcel of land containing a total of approximately 42 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:** Liberty Property, LP., is the owner of the Property and the GRANTOR of this Environmental Covenant.

- 3. <u>Holder/GRANTEE</u>: Lehigh Valley Industrial Park, Inc., 1720 Spillman Drive, Suite 150, Bethlehem, PA 18015-2164 is the Holder/GRANTEE of this Environmental Covenant.
 - 4. **Mailing Address**. The mailing address of Liberty Property, LP., is:

500 Chesterfield Parkway Great Valley Corporate Center Malvern, PA 19355-8707

- 5. Description of Contamination & Remedy. The Property is located within the area formerly known as the Saucon Mills/Shipping yards 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 contaminated with semi-volatile organic compounds (SVOCs), Polycyclic Aromatic Hydrocarbons (PAHs), and metals. 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 April 2004. The RIR was approved by PADEP in May 2005 and the Cleanup Plan for the Property was approved by PADEP on May 22, 2012. All the aforementioned documents are on file with the PADEP in its offices at 2 Public Square, Wilkes-Barre, PA 18701-1915. The Final Report for soils on the Property was submitted to PADEP on October 21, 2015 and approved on November 4, 2015. 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 800,000 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.
- 6. <u>Activity and Use Limitations</u>. 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.
- 7. 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.
- 8. <u>Compliance Reporting</u>. Within one month after a) written request by 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 wirk 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.

- 9. <u>Access by the Department</u>. 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.
- 10. Recording & Proof & Notification. Within 30 days after the date of the Department's approval of this Environmental Covenant, the Grantee, LVIP, 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 60 days of recording. Within that time period, the Grantee, LVIP, also shall send a file-stamped copy to the Grantor, the Department, the City of Bethlehem, and the County of Northampton.

11. 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.
- 12. **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

13. <u>Severability</u>. 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

	Lehigh Valley Industrial Park, Inc., Grantee Date: By:
Date: 3-7-16	Name: Kerry A. Wrobel
Date.	Title: President
	Liberty Property LP, Grantor
Date: 3/4/10	By: Name: Robert L. Kiel Title: Senior Vice President, City Manager
	APPROVED: by Commonwealth of Pennsylvania, Department of Environmental Protection
Date: 3/14/16	By: Name: Eric Supey Title: Environmental Cleanup & Brownfield Manager PADEP, Northeast Regional Office

COMMONWEALTH OF PENNSYLVANIA)
county of Northampton) SS:)
On this, the of March officer, personally appeared Kerry A. Wrobel, who Lehigh Valley Industrial Park, Inc., a Pennsylvania officer, being authorized to do so, executed the fore purposes therein contained.	a non-profit corporation, and that he as such
IN WITNESS WHEREOF, I have hereunto	set my hand and notarial seal.
MY COMMISSION EXPIRES:	
December 17, 2019	Michelle L. Frable 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

COMMONWEALTH OF PENNSYLVANIA)
COUNTY OF Northampton) SS:)
On this, the of Of Officer, personally appeared, Robert L. Kiel, who account officer, being authorized to do so, executed the purposes therein contained.	
IN WITNESS WHEREOF, I have hereunto	set my hand and notarial seal.
MY COMMISSION EXPIRES:	
April 14,2019	Notary Public
	COMMONWEALTH OF PENNSYLVANIA NOTARIAL SEAL Kathleen Radman, Notary Public City of Bethlehem, Northampton County My Commission Expires April 14, 2019

COMMONWEALTH OF PENNSYLVANIA)
COUNTY OF LUZERNA) SS:
On this, the
IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal.
MY COMMISSION EXPIRES:
Commonwealth of Pennsylvania
NOTARIAL SEAL MIRIAM STAS, NOTARY PUBLIC Wilkes-Barre City, Luzerne County My Commission Expires August 2, 2018

EXHIBIT A

Description of the Property

PARID:

P7 6 6H-3 0204

ADDRESS:

10 Emery St. Bethlehem City, Northampton County, Saucon Valley School

District

DEED BOOK:

2004-1-270777

2004-1 - 209584 2003-1 - 279151



May 2, 2012 Rev. May 22, 2012

LEGAL DESCRIPTION OF LOTS 3, 4 AND 5 IN BLOCK 6, LOCATED IN THE CITY OF BETHLEHEM, NORTHAMPTON COUNTY, PENNSYLVANIA

All those certain tracts or parcels of land located in the City of Bethlehem, Northampton County, Pennsylvania, being established and designated as Lots 3, 4 and 5 in Block 6 (Northampton County Tax Parcels P7-6-6H-3, P7-6-6H-4 and P7-6-6H-5), as shown on map entitled "Liberty Property Trust Warehouse Facility Site, Lot 3, Block 6, City of Bethlehem, Northampton County, Pennsylvania, ALTA/ACSM Land Title Survey", dated October 11, 2011, revised to May 22, 2012 and a map entitled "Liberty Property Trust Warehouse Facility Site, Lots 4 and 5, Block 6, City of Bethlehem, Northampton County, Pennsylvania, ALTA/ACSM Land Title Survey", dated February 8, 2012, revised to May 22, 2012, prepared by T&M Associates. Said Lots 3, 4 and 5 being bounded and described as follows:

BEGINNING at the point on the existing westerly right-of-way (R.O.W.) line of Spillman Drive West, said point being the intersection of said existing R.O.W. line with the common property boundary line of Lot 5 with Lot 6B in Block 6, and running thence

- North 06 degrees 29 minutes 13 seconds West, along the common property boundary line of Lot 5 and Lot 3 with Lot 6B in Block 6, a distance of 1,017.97 feet to a point where the common property boundary line of Lot 5 with Lot 6B in Block 6 intersect with the southerly property boundary line of lands now or formerly of Lehigh Valley Rail Management (or now or formerly of Tecumseh Redevelopment, Inc); thence.
- 2. Along the northerly property boundary line of Lot 3 in Block 6, common with the southerly property boundary line of lands now or formerly of Lehigh Valley Rail Management (or now or formerly of Tecumseh Redevelopment, Inc), on a curve to the left having a radius of 2,265.45 feet, an arc distance of 126.64 feet (said curve being subtended by a central angle of 03 degrees 12 minutes 10 seconds, a chord bearing of North 68 degrees 10 minutes 03 seconds East, and chord distance of 126.62 feet) to a point of tangency; thence.
- 3. North 66 degrees 33 minutes 58 seconds East, continuing along the northerly property boundary line of Lot 3 in Block 6, common with the southerly property boundary line of lands now or formerly of Lehigh Valley Rail Management (or now or formerly of Tecumseh Redevelopment, Inc.), a distance of 252.10 feet, to a point of curvature; thence
- 4. Continuing along said line, on a curve to the right having a radius of 619.71 feet, an arc distance of 107.11 feet (said curve being subtended by a central angle of 09 degrees 54 minutes 13 seconds, a chord bearing of North 71 degrees 31 minutes 04 seconds East, and chord distance of 106.98 feet) to a point of tangency; thence.

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May 2, 2012 Rev. May 22, 2012

LEGAL DESCRIPTION OF LOTS 3, 4 AND 5 IN BLOCK 6, LOCATED IN THE CITY OF BETHLEHEM, NORTHAMPTON COUNTY, PENNSYLVANIA

- 5. North 76 degrees 28 minutes 10 seconds East, continuing along said northerly property boundary line of Lot 3 in Block 6, common with the southerly property boundary line of lands now or formerly of Lehigh Valley Rail Management (or now or formerly of Tecumseh Redevelopment, Inc.), a distance of 140.78 feet, to an angle-point; thence
- 6. North 81 degrees 11 minutes 09 seconds East, continuing along said northerly property boundary line of Lot 3 in Block 6, common with the southerly property boundary line of lands now or formerly of Lehigh Valley Rail Management (or now or formerly of Tecumseh Redevelopment, Inc.), a distance of 89.24 feet, to an angle-point; thence
- 7. North 83 degrees 55 minutes 13 seconds East, continuing along said northerly property boundary line of Lot 3 in Block 6, common with the southerly property boundary line of lands now or formerly of Lehigh Valley Rail Management (or now or formerly of Tecumseh Redevelopment, Inc.), a distance of 14.15 feet, to an angle-point; thence
- 8. North 81 degrees 34 minutes 49 seconds East, continuing along said northerly property boundary line of Lot 3 in Block 6, common with the southerly property boundary line of lands now or formerly of Lehigh Valley Rail Management (or now or formerly of Tecumseh Redevelopment, Inc.), a distance of 30.98 feet, to an angle-point; thence
- 9. North 76 degrees 33 minutes 20 seconds East, continuing along said northerly property boundary line of Lot 3 in Block 6, common with the southerly property boundary line of lands now or formerly of Lehigh Valley Rail Management (or now or formerly of Tecumseh Redevelopment, Inc.), a distance of 551.74 feet, to a point of curvature; thence
- 10. Continuing along said line, on a curve to the right having a radius of 1,023.46 feet, an arc distance of 123.31 feet (said curve being subtended by a central angle of 06 degrees 54 minutes 11 seconds, a chord bearing of North 80 degrees 00 minutes 25 seconds East, and chord distance of 123.23 feet) to a point of tangency; thence.
- 11. North 83 degrees 27 minutes 31 seconds East, continuing along said northerly property boundary line of Lot 3 in Block 6, common with the southerly property boundary line of lands now or formerly of Lehigh Valley Rail Management (or now or formerly of Tecumseh Redevelopment, Inc.), a distance of 286.45 feet, to a point; thence



May 2, 2012 Rev. May 22, 2012

LEGAL DESCRIPTION OF LOTS 3, 4 AND 5 IN BLOCK 6, LOCATED IN THE CITY OF BETHLEHEM, NORTHAMPTON COUNTY, PENNSYLVANIA

- 12. South 06 degrees 32 minutes 58 seconds East, along the easterly property boundary line of Lot 3, a distance of 174.21 feet, to a point on the existing northerly R.O.W. line of Emery Street; thence
- 13. Along the existing northwesterly R.O.W. line of Emery Street, on a curve to the left having a radius of 60.00 feet, an arc distance of 130.11 feet (said curve being subtended by a central angle of 124 degrees 15 minutes 00 seconds, a chord bearing of South 21 degrees 19 minutes 17 seconds West, and chord distance of 106.08 feet) to a point of reverse curvature; thence.
- 14. Along the existing westerly R.O.W. line of Emery Street, on a curve to the right having a radius of 113.00 feet, an arc distance of 67.55 feet (said curve being subtended by a central angle of 34 degrees 15 minutes 00 seconds, a chord bearing of South 23 degrees 40 minutes 28 seconds East, and chord distance of 66.55 feet) to a point of tangency; thence.
- 15. South 06 degrees 32 minutes 58 seconds East, along the existing westerly R.O.W. line of Emery Street, a distance of 783.95 feet, to a point of curvature; thence
- 16. Continuing along the existing westerly R.O.W. line of Emery Street, on a curve to the left, having a radius of 330.00 feet, an arc distance of 33.38 feet (said curve being subtended by a central angle of 05 degrees 47 minutes 47 seconds, a chord bearing of South 09 degrees 26 minutes 51 seconds East and chord distance of 33.37 feet) to a point of tangency; thence
- 17. South 12 degrees 20 minutes 45 seconds East, continuing along the existing westerly R.O.W. line of Emery Street, a distance of 25.22 feet, to a point; thence
- 18. South 83 degrees 41 minutes 18 seconds West, along the common property boundary line of Lot 4 with Lot 29 in Block 6, a distance of 554.60 feet, to an angle-point; thence
- 19. South 83 degrees 39 minutes 57 seconds West, continuing along the common property boundary line of Lot 4 with Lot 29 in Block 6, a distance of 313.26 feet, to a point; thence
- 20. South 83 degrees 46 minutes 46 seconds West, along the common property boundary line of Lot 5 with Lots 29 and then with Lot 6 in Block 6, a distance of 654.19 feet, to an anglepoint; thence



May 2, 2012 Rev. May 22, 2012

LEGAL DESCRIPTION OF LOTS 3, 4 AND 5 IN BLOCK 6, LOCATED IN THE CITY OF BETHLEHEM, NORTHAMPTON COUNTY, PENNSYLVANIA

- 21. South 88 degrees 21 minutes 00 seconds West, along the common property boundary line of Lot 5 with Lot 6 in Block 6, a distance of 28.14 feet, to a point on the existing easterly R.O.W. line of Spillman Drive West (non-tangent); thence
- 22. Along the existing northerly R.O.W. line of Spillman Drive West, on a curve to the left, having a radius of 60.00 feet, an arc distance of 206.26 feet (said curve being subtended by a central angle of 196 degrees 57 minutes 48 seconds, a chord bearing of South 79 degrees 52 minutes 06 seconds West and chord distance of 118.69 feet) to a point of reverse curvature; thence
- 23. Along the existing westerly R.O.W. line of Spillman Drive West, on a curve to the right, having a radius of 120.00 feet, an arc distance of 70.28 feet (said curve being subtended by a central angle of 33 degrees 33 minutes 26 seconds, a chord bearing of South 01 degrees 50 minutes 05 seconds East and chord distance of 69.28 feet), to a point of curvature; thence
- 24. South 14 degrees 56 minutes 38 seconds West, continuing along the existing westerly R.O.W. line of Spillman Drive West, a distance of 1.11 feet, to the point or place of BEGINNING.

Containing an area of 1,832,732 square feet (42.0737 Acres).

The above-described Lots 3, 4 and 5 in Block 6 (Northampton County Tax Parcels P7-6-6H-3, P7-6-6H-4 and P7-6-6H-5) being subject to easements of record.

The above description was written pursuant to the aforementioned surveys of property

PREPARED BY:

T&M ASSOCIATES

ROBERT O. PELKE, P.L.S. PENNSYLVANIA LICENSE NO. SU042306E

R:\LIBE\00010\Right of Way\Block 6 Lots 3, 4 and 5 - LIBE10_Legal Description.doc

EXHIBIT B

Map of the Property

