

# 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 - 2014-1 Starting Page - 42523

\*Total Pages - 13

Instrument Number - 2014006113

Recorded On 3/18/2014 At 2:22:18 PM

\* Instrument Type - COVENANTS

Invoice Number - 770245

\* Grantor - LEHIGH VALLEY INDUSTRIAL PARK INC

\* Grantee - LEHIGH VALLEY INDUSTRIAL PARK INC

User - LMC

\* Customer - LEHIGH VALLEY INDUSTRIAL PARK INC

NCGIS Registry UPI Certification  
On March 18, 2014 By HG

\* FEES

STATE WRIT TAX	\$0.50
RECORDING FEES	\$29.00
COUNTY RECORDS	\$2.00
IMPROVEMENT FEE	
DEEDS RECORDS	\$3.00
IMPROVEMENT FEE	
UPI CERTIFICATION FEE	\$10.00
TOTAL PAID	\$44.50

\*RECORDED BY:

LEHIGH VALLEY INDUSTRIAL PARK INC  
1720 SPILLMAN DR STE 150  
BETHLEHEM, PA 18015-2164

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: 2014-1

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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:

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

The County Parcel Identification Numbers of the Property subject to this Environmental Covenant are: P7 15 3-1 0704 and P7 15 3-1 0719.

**GRANTOR and GRANTEE: Lehigh Valley Industrial Park, Inc.**

**PROPERTY ADDRESS:** Applebutter Rd., 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. **Property Affected.** The property affected (“Property”) by this Environmental Covenant is located in the City of Bethlehem and Lower Saucon Township, Northampton County.

The latitude and longitude of the center of the Property affected by this Environmental Covenant is: Latitude: 40.615998 Longitude: -75.312524.

The PADEP Primary facility ID# is 621613.

The Property consists of two parcels of land containing a total of approximately 26.42 acres, which are divided by a boundary line of the City of Bethlehem with Lower Saucon Township, 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. A map displaying the portion of the Property that is restricted as provided in this instrument due vapor intrusion impacts (the “Vapor Intrusion Area”) is attached as Exhibit C.

2. **Property Owner/GRANTOR/GRANTEE:** Lehigh Valley Industrial Park, Inc. (“LVIP”) is the owner of the Property and the GRANTOR and the GRANTEE of this Environmental Covenant.



3. **Mailing Address.** The mailing address of the owner of the Property is 1720 Spillman Drive, Suite 150, Bethlehem, PA 18105-2164.

4. **Description of Contamination & Remedy.** The Property is part of a larger tract previously owned and operated by Bethlehem Steel Corporation for the manufacturing of steel products dating back to at least the 1880's. As a result of those activities, the Property was contaminated with petroleum, volatile organic compounds (VOCs), semi-volatile organic compounds (SVOCs), solvents and heavy metal constituents associated with the storage and disposal of tar sludge on the Property. A soil investigation was conducted and a Remedial Investigation Report and Cleanup Plan (the "Cleanup Plan"), which includes a discussion of vapor intrusion impacts, was submitted to PADEP for approval under the Land Recycling and Environmental Remediation Standards Act, as amended ("Act 2") in May 2013. The Cleanup Plan was approved by PADEP on June 14, 2013. All the aforementioned documents are on file with the PADEP in its offices at 2 Public Square, Wilkes-Barre, PA 18701-1915. 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 capping of the Property with a vegetative cover, which surrounds an existing engineered cap on the Property, in order to eliminate any exposure pathways, the use of other engineering controls including, but not limited to, fencing and the use of 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 for crops for human consumption.
- (b) Without limiting the provisions of subparagraph (a) above, no other buildings or subsurface infrastructure shall be constructed on the Property without the prior written approval of PADEP and the United States Environmental Protection Agency ("USEPA").

- (c) 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 USEPA as part of a Cleanup Plan.
- (d) 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 PADEP and/or the USEPA.
- (e) 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 Grantor, or any successor or assign of the Grantor, desires not to replace an engineering control that has been disturbed or removed, the Grantor 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 the Grantor, or any successor or assign of the Grantor, conducts any activity that breaches a capped area on the Property, the Grantor or such successor or assign shall follow the material management procedures described in the approved Cleanup Plan for the Property.
- (f) To address vapor intrusion impacts associated with the Vapor Intrusion Area (Exhibit C), and in addition to the restrictions contained in subparagraphs (a) and (b) above, the Vapor Intrusion Area, is hereby further restricted as follows: no buildings, subsurface utilities or infrastructure that would or may allow, as a result of vapor intrusion, the preferential flow of subsurface soil vapors and/or the exposure to occupants of the Property to such vapors shall be constructed or installed in the Vapor Intrusion Area without the prior written approval of the USEPA and PADEP of all development plans for such buildings, utilities or infrastructure. Such development plans shall include specific information regarding risk analyses that have been performed and engineering controls that will be employed to demonstrate compliance with applicable state and federal laws and regulations governing risk-based closures of impoundments.



(g) Use of groundwater underlying the Property or any part thereof shall comply with the terms of the Environmental Covenant recorded on August 18, 2010 in the Recorder of Deeds' Office in and for Northampton County, Pennsylvania. That Covenant stipulates that groundwater 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. **Bi-Annual Inspection:** Bi-annual inspections, i.e., two (2) times per year, of all areas of the Property remediated with the use of engineering controls shall be conducted by the then current owner of the Property to ensure that (a) such controls are functioning properly and in good condition; and (b) posted signs, benchmarks, perimeter fencing and drainage areas are in good condition. Without limiting the generality of the foregoing, inspections shall be conducted of the soil/vegetative cover and the engineered cap covering the closed impoundment to ensure that such soil/vegetative cover and such engineered cap are in good condition and that the integrity of such soil/vegetative cover and engineered cap have not been eroded or disturbed. The then current owner of the Property shall take all necessary corrective actions to repair any damage to such engineering controls, posted signs, benchmarks perimeter fencing and drainage areas and to correct any adverse hydraulic conditions. Such corrective actions shall be documented and such documents, together with the reports of such bi-annual inspections, shall be maintained by the then current owner of the Property at its principal place of business.

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. **Compliance Reporting.** After written request by PADEP or by the end of every third June following PADEP's approval of this Environmental Covenant, the then current owner of the Property, shall submit to PADEP and any Holder listed in Paragraph 2 hereof written documentation stating whether the activity and use limitations in this Environmental Covenant are being abided by. In addition, within one (1) month after any of the following events, the then current owner of the Property, shall submit to the PADEP and any Holder listed in Paragraph 2 hereof written documentation specifying noncompliance with the activity and use limitations in this Environmental Covenant; transfer of the Property; changes in use of the Property; or the filing of applications for building permits for the Property and proposals for any site work, if the building or proposed site work will affect the contamination on the Property subject to this Environmental Covenant.

9. **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.

10. **Recording & Proof & Notification.** Within 30 days after the date of the Department's approval of this Environmental Covenant, the Grantor, 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 Grantor, LVIP, also shall send a file-stamped copy to the Department, the City of Bethlehem, Lower Saucon Township, 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 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 Regional 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: 2-24-14

Lehigh Valley Industrial Park, Inc..  
a Pennsylvania non-profit corporation  
Owner, Grantor and Grantee

By: [Signature]  
Name: Kerry A. Wrobel  
Title: President

APPROVED:  
by Commonwealth of Pennsylvania,  
Department of Environmental Protection

Date: 3/10/14

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


COMMONWEALTH OF PENNSYLVANIA )  
 ) SS:  
COUNTY OF Northampton )

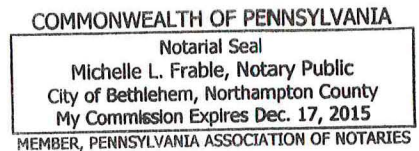
On this, the 24<sup>th</sup> of February, 2014, before me, the undersigned officer, personally appeared Kerry A. Wrobel, who acknowledged himself to be the President of Lehigh Valley Industrial Park, Inc., a Pennsylvania non-profit corporation, and that he as such officer, being authorized to do so, executed the foregoing Environmental Covenant for the purposes therein contained.

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

MY COMMISSION EXPIRES:

December 17, 2015

  
Notary Public



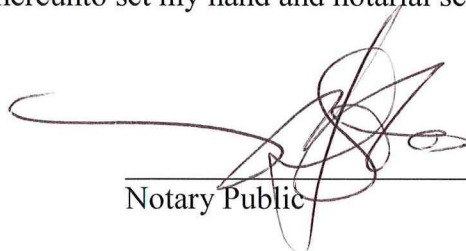
COMMONWEALTH OF PENNSYLVANIA )  
 ) SS:  
COUNTY OF Luzerne )

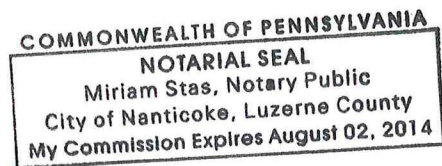
On this, the 10 of March, 2014, before me, the undersigned officer, personally appeared Eric Supey, who acknowledged himself to be the Environmental Cleanup & Brownfields Manager of the Commonwealth of Pennsylvania, Department of Environmental Protection, Northeast Regional Office, whose name is subscribed to this Environmental Covenant, and acknowledged that s/he executed same for the purposes therein contained.

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

MY COMMISSION EXPIRES:

August 2, 2014

  
Notary Public





**EXHIBIT A Description of**

**the Property**

P7 15 3-1 0704 = Applebutter Rd., Bethlehem City, Northampton County, Saucon Valley School District

P7 15 3-1 0719 = Applebutter Rd., Lower Saucon Township, Northampton County, Saucon Valley School District

**EXHIBIT B Map of  
the Property**





Source: Esri, DigitalGlobe, GeoEye, Earthstar (USA), USGS, AeroGRID, IGN, Sita, Airphoto, USDA, USDA, AEX, Geomatics, Inc.

**Legend**

- LVIP BCC Boundary
- SI-1 Property Boundary
- Lot Boundary

Feet  
 250 125 0 250

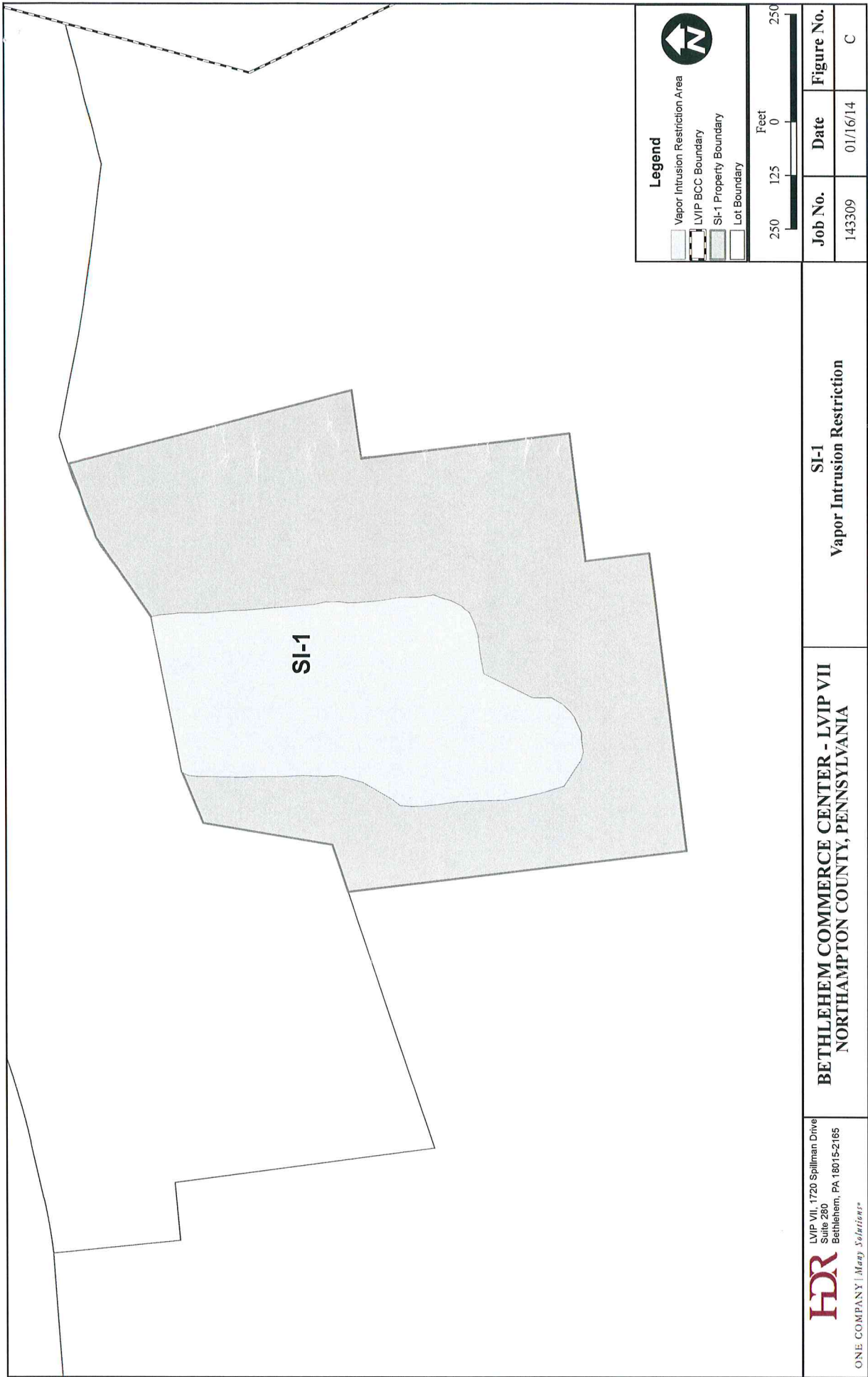
<p><b>BETHLEHEM COMMERCE CENTER - LVIP VII</b>  <b>NORTHAMPTON COUNTY, PENNSYLVANIA</b></p>		<p><b>SI-1</b>  <b>Site Location Map</b></p>	<p><b>Job No.</b> 143309</p>	<p><b>Date</b> 1/13/14</p>	<p><b>Figure No.</b> B</p>
<p>LVIP VII, 1720 Spillman Drive          Suite 280          Bethlehem, PA 18015-2165</p>		<p>ONE COMPANY   <i>Many Solutions</i></p>			
<p>GISJobs\LVIP_BCC\GIS\map_docs\mxd\SI-1_area\site_location.mxd</p>					



**EXHIBIT C**

**Vapor Intrusion Restriction Figure**





**HDR**  
 ONE COMPANY | Many Solutions®  
 LVIP VII, 1720 Spillman Drive  
 Suite 280  
 Bethlehem, PA 18015-2185

**BETHLEHEM COMMERCE CENTER - LVIP VII**  
**NORTHAMPTON COUNTY, PENNSYLVANIA**

**SI-1**  
**Vapor Intrusion Restriction**