

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 - 2013-1 Starting Page - 323999

*Total Pages - 10

Instrument Number - 2013043881

Recorded On 12/20/2013 At 10:00:06 AM

* Instrument Type - COVENANTS

Invoice Number - 764208

* Grantor - LIBERTY PROPERTY LIMITED PARTNERSHIP

* Grantee - PENNSYLVANIA DEPARTMENT OF ENVIROMENTAL PROTECTION

User - HMT

* Customer - LIBERTY PROPERTY LIMITED PARTNERSHIP

NCGIS Registry UPI Certification
On December 20, 2013 By TH

* FEES

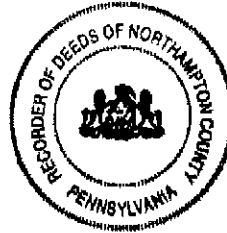
STATE WRIT TAX
RECORDING FEES
COUNTY RECORDS
IMPROVEMENT FEE
DEEDS RECORDS
IMPROVEMENT FEE
UPI CERTIFICATION FEE
TOTAL PAID

\$0.50
\$23.00
\$2.00
\$3.00

*RECORDED BY:

LIBERTY PROPERTY LIMITED PARTNERSHIP
500 CHESTERFIELD PKWY
MALVERN, PA 19355

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: 2013-1

Page: 323999

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* - Information denoted by an asterisk may change during the verification process and may not be reflected on this page.

RECORDERS OFFICE
NORTHAMPTON COUNTY, PA

INVOICE # 764208
0301-RECEIPT HMT

-- CHARGES --

#001 COVENANTS \$38.50

Instrument Number - 2013043881
Recorded on - Dec 20, 2013 10:00:06 AM
Book: 2013-1 Page: 323999
Total Pages: 10
Municipality - BETHLEHEM CITY - BETHLEHEM
Grantor - LIBERTY PROPERTY LIMITED PARTNERSHIP
Grantee - PENNSYLVANIA DEPARTMENT OF ENVIRONMENTAL
PROTECTION

Fee Detail:
COUNTY RECORDING FEE \$13.00
PER PAGE OVER 4 PAGES \$10.00
UPI CERTIFICATION FEE \$10.00
STATE WRIT FEE \$0.50
IMPROVEMENT FEE-COUNTY \$2.00
IMPROVEMENT FEE-RECORDER \$3.00
Comment - 2785 COMMERCE CENTER BLVD

TOTAL CHARGES \$38.50

-- PAYMENTS --

CHECK: 326726 \$38.50

TOTAL PAYMENTS \$38.50

AMOUNT DUE \$38.50
PAYMENT ON INVOICE (\$38.50)
BALANCE DUE \$0.00

Receipt By: WALK-IN
Customer:
LIBERTY PROPERTY LIMITED PARTNERSHIP
500 CHESTERFIELD PKWY
MALVERN, PA 19355

THANK YOU
ANDREA F. SUTER
RECORDER OF DEEDS
COUNTY # 48
12/20/2013 10:00:07 AM

Environmental Covenant

When recorded, return to:
Matthew C. Sullivan
Manko, Gold, Katcher & Fox, LLP
Suite 500
401 City Avenue
Bala Cynwyd, Pennsylvania 19004

The County Parcel Identification Number of the subject Property is: P7 22 2-4.

GRANTOR: Liberty Property Limited Partnership
PROPERTY ADDRESS: 2785 Commerce Center Blvd., 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 (“PADEP” or the “Department”).

1. **Property affected.** The parcels affected (collectively the “Property”) by this Environmental Covenant are located in the City of Bethlehem, Northampton County.

The latitude and longitude of the center of the Property affected by this Environmental Covenant is: 40° 36’ 20” N; 75° 19’ 35” W.

The Property has been known by the following name(s): Bethlehem Commerce Center Lot 1, and Slag Bank 4 Area at the Former Bethlehem Steel Property.

The PADEP 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.** Liberty Property Limited Partnership is the owner of the Property and the GRANTOR and GRANTEE of this Environmental Covenant.

3. The mailing address of the owner is: 500 Chesterfield Parkway, Malvern, PA 19355.

4. **Description of Contamination & Remedy.** The Property was formerly part of the Bethlehem Steel Company Plant and was formerly referred to as Slag Bank 4.

The Property is now part of the Bethlehem Commerce Center ("BCC") site, and groundwater contamination was addressed separately for the entire BCC site in connection with PADEP and the U.S. Environmental Protection Agency ("USEPA"). Soil characterization activities at the Property identified certain metals, including chromium, lead and manganese, and one semi-volatile organic compound, dibenzofuran, at concentrations above PADEP Statewide Health Standards ("SHSs") under the Land Recycling and Environmental Remediation Standards Act ("Act 2").

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 Lot 1 (Slag Bank), as approved by PADEP in August 2013. The Final Report and other information concerning environmental conditions at the Property may be obtained from PADEP, Harrisburg, PA. The Final Report includes a plan to implement a cap over certain soil contamination on the Property consisting of a combination of pavement, buildings, landscaped and soil capped areas, and existing areas of slag on the steeply sloped areas to the north, east and west of the Property, along with an institutional control restricting the disturbance of the capped areas and also restricting the use of groundwater at the Property.

5. **Activity & Use Limitations.** Until such time as a party demonstrates attainment of an unrestricted use remediation standard for the above-described contamination at the Property in accordance with Act 2, as evidenced by PADEP's written approval of a final report demonstrating attainment with such standards, the Property is subject to the following activity and use limitations, which the Grantor and each subsequent owner of the Property shall abide by:

a. 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;
- Camp grounds;
- 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.

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 the PADEP and/or the 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 the Soil Management Plan approved by the PADEP and/or the USEPA.

d. 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; provided, however, monitoring wells may be installed and operated on the property solely for the purpose of monitoring, treating and remediation 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.** Within 90 days after the date of the Department's approval of this Environmental Covenant, the Owner, Liberty Property Limited Partnership, 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 the County of Northampton.

10. 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 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.

11. Department's address. Communications with the Department regarding this Environmental Covenant shall be sent to: Environmental Program Manager, Pennsylvania Department of Environmental Protection, Northeast Regional Office, 2 Public Square, Wilkes-Barre, PA 18701-1915, (570)-826-2511.

12. 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:

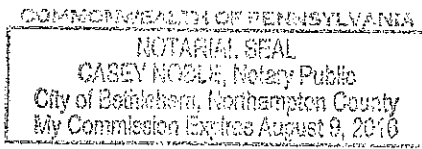
Liberty Property Limited Partnership
By: Liberty Property Trust, its Sole General Partner
Owner, Grantor and Grantee
Date: 10/18/13
By: [Signature]
Name: ROBERT L. KUEZ
Title: SENIOR VICE PRESIDENT

APPROVED, by Commonwealth of Pennsylvania,
Department of Environmental Protection
Date: 10/28/13
By: [Signature]
Name: Eric Supey
Title: Environmental Cleanup & Brownfields Manager
PADEP, Northeast Regional Office

COMMONWEALTH OF PENNSYLVANIA)
)
COUNTY OF NORTHAMPTON) SS:

On this 18 day of OCTOBER, 2013, before me, the undersigned officer, personally appeared ROBERT L. KLEZ, the SENIOR VICE PRESIDENT of Liberty Property Limited Partnership, 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.

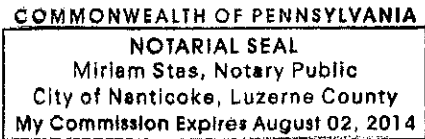


Casey Noble
Notary Public

COMMONWEALTH OF PENNSYLVANIA)
)
COUNTY OF LUZERNE) SS:

On this 28 day of October, 2013, 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 he executed same for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal.



Miriam Stas
Notary Public

PROPERTY DESCRIPTION
LOT 1
LVIP 7 – PHASE 4
CITY OF BETHLEHEM
NORTHAMPTON COUNTY, PENNSYLVANIA

ALL THAT CERTAIN tract or piece of land, situated in the City of Bethlehem, County of Northampton and Commonwealth of Pennsylvania, as shown on a plan prepared by Hanover Engineering Associates, Inc., plan titled "Final Subdivision Plan-LVIP 7 – Phase 4," bounded and described as follows to wit:

BEGINNING at a found concrete monument in line with lands now or formerly of the Bethlehem Authority; thence along said lands the following seven (7) courses:

1. South $83^{\circ} 58' 59''$ East, 158.92 feet to a point; thence
2. North $51^{\circ} 28' 20''$ East, 173.34 feet to a point; thence
3. North $41^{\circ} 51' 46''$ East, 100.54 feet to a point; thence
4. North $62^{\circ} 16' 01''$ East, 51.64 feet to a point; thence
5. South $84^{\circ} 24' 09''$ East, 155.86 feet to a point; thence
6. North $54^{\circ} 03' 11''$ East, 142.54 feet to a point; thence
7. North $38^{\circ} 44' 11''$ East, 97.37 feet to a point in line with lands now or formerly of the City of Bethlehem; thence along said lands the following two (2) courses:

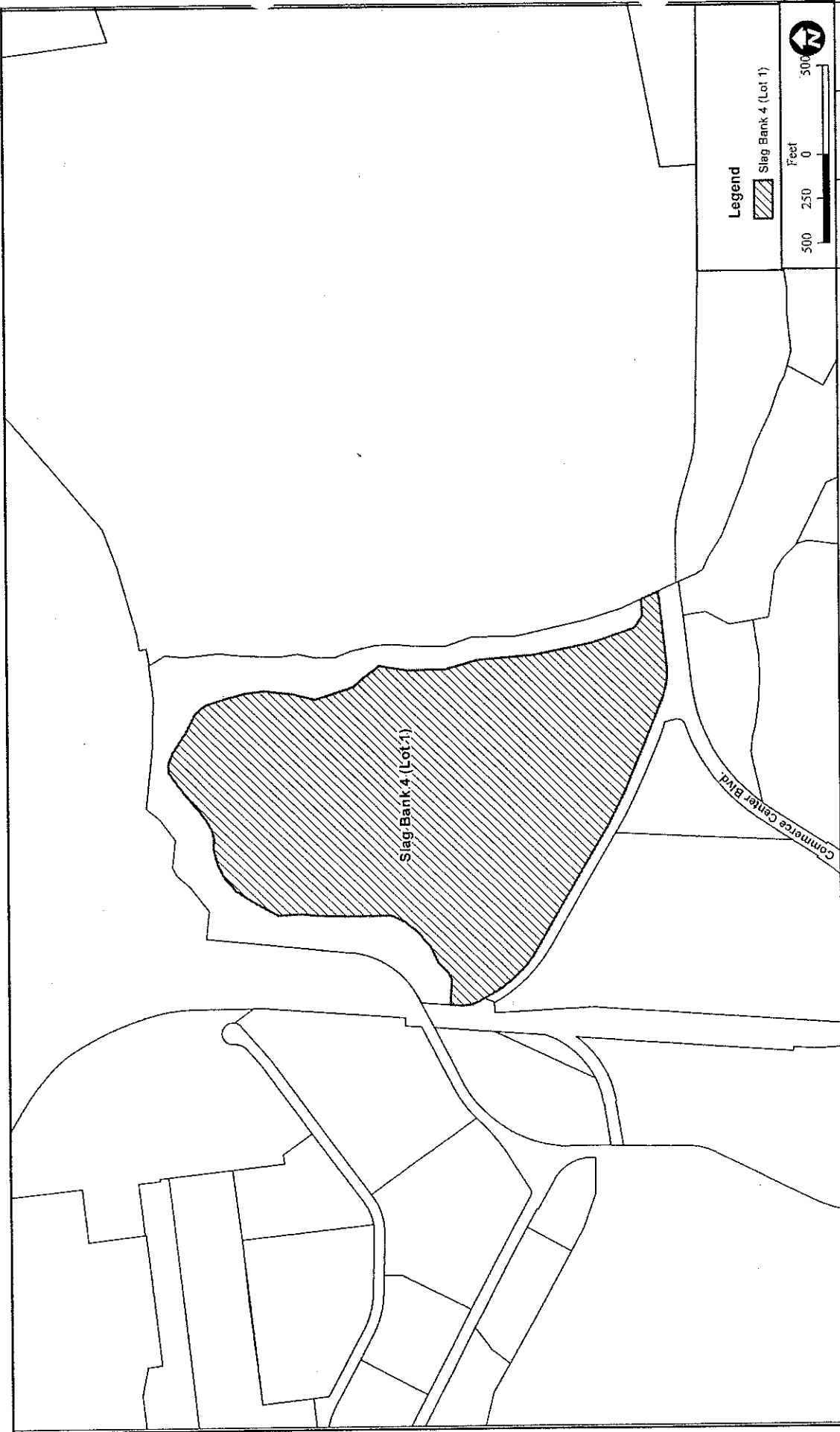
1. South $83^{\circ} 56' 59''$ East, 331.61 feet to a point; thence
2. Along a curve to the left having a central angle of $14^{\circ} 56' 06''$, a radius of 1845.08 feet, an arc length of 480.95 feet and a chord bearing and distance of North $88^{\circ} 34' 58''$ East, 479.59 feet to a point in line with lands now or formerly City of Bethlehem the following eighteen (18) courses:

1. South $29^{\circ} 49' 21''$ East, 100.00 feet to a point; thence
2. South $05^{\circ} 23' 19''$ West, 113.00 feet to a point; thence
3. South $06^{\circ} 13' 52''$ East, 190.00 feet to a point; thence
4. South $06^{\circ} 48' 04''$ West, 125.00 feet to a point; thence

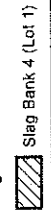
5. South $01^{\circ} 59' 17''$ West, 218.00 feet to a point; thence
6. South $09^{\circ} 17' 46''$ East, 100.00 feet to a point; thence
7. South $14^{\circ} 19' 02''$ West, 100.00 feet to a point; thence
8. South $01^{\circ} 37' 08''$ East, 105.00 feet to a point; thence
9. South $21^{\circ} 08' 20''$ East, 105.00 feet to a point; thence
10. South $12^{\circ} 08' 35''$ East, 129.00 feet to a point; thence
11. South $03^{\circ} 13' 29''$ East, 100.00 feet to a point; thence
12. South $05^{\circ} 00' 32''$ West, 105.14 feet to a point; thence
13. South $01^{\circ} 45' 20''$ West, 185.00 feet to a point; thence
14. South $19^{\circ} 06' 00''$ East, 160.00 feet to a point; thence
15. South $01^{\circ} 02' 39''$ East, 250.00 feet to a point; thence
16. South $12^{\circ} 27' 55''$ East, 400.00 feet to a point; thence
17. South $18^{\circ} 30' 01''$ East, 200.00 feet to a point; thence
18. South $24^{\circ} 36' 16''$ East, 263.33 feet to a point on the north right-of-way line of Commerce Center Boulevard; thence along the same, the following two (2) courses:
 1. South $83^{\circ} 08' 04''$ West, 556.94 feet to a point; thence
 2. Along a curve to the left having a central angle of $11^{\circ} 43' 38''$, a radius of 1046.00 feet, an arc length of 214.09 feet and a chord bearing and distance of South $77^{\circ} 16' 15''$ West, 213.72 feet to a point in line with Lot 62 of this subdivision; thence along the same, the following five (5) courses:
 1. Along a curve to the left having a central angle of $86^{\circ} 10' 41''$, a radius of 43.00 feet, an arc length of 64.68 feet and a chord bearing and distance of North $28^{\circ} 19' 06''$ East, 58.75 feet to a point; thence
 2. North $14^{\circ} 46' 14''$ West, 60.74 feet to a point; thence

3. Along a curve to the right having a central angle of $8^{\circ} 28' 30''$, a radius of 800.00 feet, an arc length of 118.34 feet and a chord bearing and distance of North $70^{\circ} 59' 42''$ West, 118.23 feet to a point; thence
4. North $66^{\circ} 45' 27''$ West, 232.11 feet to a point; thence
5. Along a curve to the right having a central angle of $6^{\circ} 21' 45''$, radius of 2818.57 feet, an arc length of 312.99 feet and a chord bearing and distance of North $63^{\circ} 34' 35''$ West, 312.83 feet to a point in line with Lot 61 of this subdivision; thence along Lot 62 the following two (2) courses:
 1. North $60^{\circ} 23' 42''$ West, 745.95 feet to a point; thence
 2. Along a curve to the right having a central angle of $31^{\circ} 54' 03''$, a radius of 823.28 feet, an arc length of 458.38 feet and a chord bearing and distance of North $44^{\circ} 26' 41''$ West, 452.48 feet to a point in line with lands now or formerly of Lehigh Valley Rail Management; thence along the following three (3) courses:
 1. North $87^{\circ} 02' 09''$ East, 5.61 feet to a point; thence
 2. North $06^{\circ} 29' 05''$ West, 179.97 feet to a point; thence
 3. North $04^{\circ} 17' 22''$ East, 223.28 feet to a point on the southeast right-of-way line of Shimersville Road; thence along the same the following three (3) courses:
 1. North $63^{\circ} 13' 41''$ East, 20.18 feet to a point; thence
 2. Along a curve to the left having a central angle of $57^{\circ} 18' 30''$, radius of 488.37 feet, an arc length of 488.48 feet and a chord bearing and distance of North $34^{\circ} 34' 26''$ East, 468.37 feet to a point; thence
 3. North $05^{\circ} 55' 11''$ East, 803.59 feet to a point, said point being the **PLACE OF BEGINNING**

Containing approximately 4,674,120 square feet or 107.3030 acres.



Legend



Slag Bank 4 (Lot 1)

Feet



500

250

0

500

500

500

500

500

500

500

500

500

500

500

500

BETHLEHEM COMMERCE CENTER - LVIP VII
NORTHAMPTON COUNTY, PENNSYLVANIA

Slag Bank 4 (Lot 1)
Site Map

Exhibit

B

Date

08/13/13

Job No.

143324

Job No.

143324

Job No.

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HDR
 LVIP VII, 1720 Spillman Drive
 Suite 280
 Bethlehem, PA 18015-2185

ONE COMPANY, Better Solutions

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