

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. Manleri - Deputy



Book - 2016-1 Starting Page - 22863

*Total Pages - 14

Instrument Number - 2016002974
Recorded On 2/5/2016 At 10:12:47 AM

NCGIS Registry UPI Certification
On February 5, 2016 By HG

- * Instrument Type - MISCELLANEOUS PAPER
- Invoice Number - 824322
- * Grantor - UNITED STATES COLD STORAGE LLC
- * Grantee - LEHIGH VALLEY INDUSTRIAL PARK INC
- User - JMK
- * Customer - SIMPLIFILE LC E-RECORDING

*** FEES**

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

*** RECORDED BY:**

\$0.50 JACOBS & JACOBS
\$31.00 8 CENTRE SQUARE
\$2.00 EASTON, PA 18042

\$3.00

\$10.00 I hereby CERTIFY that this document is recorded in the
\$46.50 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: 2016-1

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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 Number of the Property subject to this Environmental Covenant is: P7 6 6F 0204.

GRANTOR: United States Cold Storage, LLC
GRANTEE: Lehigh Valley Industrial Park, Inc.
PROPERTY ADDRESS: 15 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. **Property Affected.** The property affected (“Property”) by this Environmental Covenant is located in the City of Bethlehem, Northampton County.

The postal street address of the Property is

15 Emery Street
Bethlehem, PA 18015

The latitude and longitude of the center of the Property affected by this Environmental Covenant is: Latitude: 40.617412 Longitude: -75.343418.

The PADEP Primary facility ID# is 621613.

The Property consists of one parcel of land containing a total of approximately 32.56 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:** United States Cold Storage, LLC (USCS) is the owner of the Property and the GRANTOR of this Environmental Covenant.

3. **Holder/GRANTEE**: 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 the owner of the Property is

4 Echelon Plz 210 Laurel Rd., Ste. 400
Voorhees, NJ 08043.

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 1880's. 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 and Cleanup Plan (RIR/CP) 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/CP was approved by PADEP on April 13, 2004. 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 for the Property submitted to PADEP on June 15, 2015 and subsequently approved by PADEP on June 26, 2015, 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 a 450,000 square foot refrigerated warehouse building, concrete loading docks, paved parking areas, paved ingress/egress to the site, and 1' of clean fill beneath landscaped areas on site, in order to eliminate any exposure pathways, and the use of institutional controls.

6. **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 or 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 Pennsylvania Department of Environmental Protection (PADEP).

- (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 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) 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.
- (e) 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.

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**. 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.

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, County of Northampton, and the EPA.

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. **EPA.**

(a) **Notification.** The then current owner shall provide the EPA 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.

13. **Department's and EPA's address.** Communications with the Department and the EPA 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


United States Environmental Protection Agency Region III
Project Manager
Land and Chemicals Division/PA Remediation
1650 Arch Street
Philadelphia, PA 19103

14. **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

Lehigh Valley Industrial Park, Inc., Grantor

Date:

By: 

Date: 11/19/15

Name: Kerry A. Wrobel

Title: President

United States Cold Storage, LLC.

By: 

Date: 1/8/2016

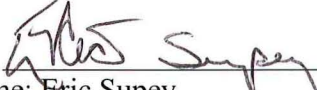
Name: ~~David M. Harlan~~ Barry Ominsky

Title: ~~President & CEO~~ VP + Treasurer

APPROVED:

by Commonwealth of Pennsylvania,
Department of Environmental Protection

Date: 1/19/16

By: 

Name: Eric Supey

Title: Environmental Cleanup & Brownfields
Manager PADEP, Northeast Regional Office

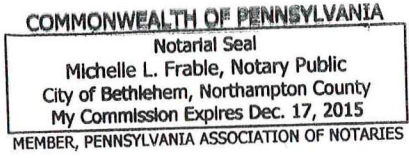
COMMONWEALTH OF PENNSYLVANIA)
)
COUNTY OF Northampton) SS:
)

On this, the 19th of November, 2015, 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:
Dec. 17, 2015

Michelle L. Frable
Notary Public



COMMONWEALTH OF ^{New Jersey} PENNSYLVANIA)
) SS:
COUNTY OF Burlington)

Barry Ominsky

On this, the 8th of January, ²⁰¹⁶ 2015, before me, the undersigned officer, personally appeared ~~David M. Harlan~~, who acknowledged himself to be the ~~President~~ ^{VP + TREASURER} and ~~CEO~~ of United States Cold Storage, LLC. a Pennsylvania 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:

~~Lindsay Kelly Preston~~
Notary Public Of New Jersey
My Commission Expires January 13, 2019
ID # 2381490

Lindsay Kelly Preston
Notary Public

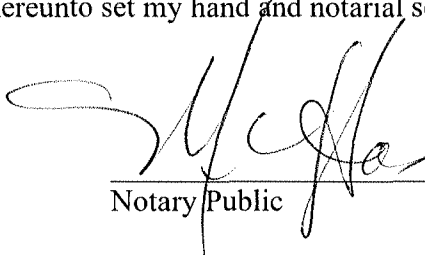
COMMONWEALTH OF PENNSYLVANIA)
) SS:
COUNTY OF LUZERNE)

On this, the 19 of JANUARY, 2018, 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:

8/2/2018



Notary Public

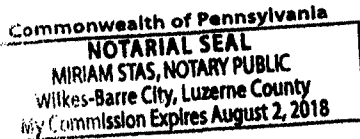


EXHIBIT A

Description of the Property

PARID: P7 6 6F 0204

ADDRESS: 15 Emery St. Bethlehem City, Northampton County, Saucon Valley School District

DEED BOOK: 2004-1 – 270777
2004-1 – 209584
2003-1 - 279151

EXHIBIT "B"

DESCRIPTION
LOT 1
LVIP VII – SAUCON TRACT
WARD 17, CITY OF BETHLEHEM
NORTHAMPTON COUNTY, PENNSYLVANIA

ALL THAT CERTAIN tract of land known as Lot 1 of the LVIP VII – Saucon Tract subdivision as shown on sheet 4 of 38 from the plans entitled "FINAL" "LVIP VII – SAUCON TRACT", dated December 19, 2003 and last revised May 14, 2004 as prepared by Hanover Engineering Associates, Inc. (HEA Project No. 3515), situated in the 17th Ward of the City of Bethlehem, Northampton County, Pennsylvania is described as follows:

BEGINNING at a found Bethlehem Steel monument on the northerly boundary of the abovementioned tract, said point being in common with lands now or formerly Tecumseh Redevelopment Inc.; thence along said lands South 73°08'50" East, 150.00 feet to a point; thence along a curve to the right having a central angle of 0°24'20", a radius of 1753.18 feet, an arc length of 12.41 feet and a chord bearing and distance of South 72°56'40" East, 12.41 feet to a point, the TRUE POINT OF BEGINNING; thence continuing along said Tecumseh lands

Along a curve to the right having a central angle of 2°50'40", a radius of 1753.18 feet, an arc length of 87.04 feet and a chord bearing and distance of South 71°19'10" East, 87.03 feet to a point; thence continuing along the same

Along a curve to the right having a central angle of 0°18'43", a radius of 7192.91 feet, an arc length of 39.16 feet and a chord bearing and distance of South 69°44'29" East, 39.16 feet to a point said point being a corner with Lot 4 of the subdivision; thence along Lot 4 the following eight (8) courses:

1. South 06°21'27" East, 566.42 feet to a point; thence
2. South 83°36'46" West, 305.00 feet to a point; thence
3. South 07°11'33" East, 317.67 feet to a point; thence
4. South 83°13'56" West, 739.88 feet to a point; thence
5. North 06°53'59" West, 129.36 feet to a point; thence
6. North 79°37'09" West, 155.20 feet to a point; thence
7. South 83°18'07" West, 318.82 feet to a point; thence
8. South 83°25'04" West, 224.77 feet to a point on the easterly right-of-way of Emery Street (60 feet wide); thence along said right-of-way

North 06°34'56" West, 248.63 feet to a point, said point being a corner with Lot 3 of the Subdivision; thence along said Lot 3

North $06^{\circ}34'56''$ West, 487.85 feet to a point; thence along the same

Along a curve to the right having a central angle of $18^{\circ}38'14''$, a radius of 113.00 feet, an arc length of 36.76 feet and a chord bearing and distance of North $02^{\circ}44'11''$ East, 36.60 feet to a point, thence continuing along the same

North $83^{\circ}38'33''$ East, 1616.91 feet to a point, said point being the PLACE OF BEGINNING.

Containing approximately 1,418,341 square feet or 32.5606 acres.

EXHIBIT B
Map of the Property

