

COUNTY OF NORTHAMPTON

RECORDER OF DEEDS

NORTHAMPTON COUNTY GOVERNMENT CENTER
669 WASHINGTON STREET
EASTON, PENNSYLVANIA 18042-7486
Area Code (610) 559-3077

Ann L. Achatz - Recorder
Andrea F. Suter - Lead Deputy
Kathy Nansteel - Deputy



Book - 2009-1 Starting Page - 25482
***Total Pages - 13**

- Instrument Number - 2009003697
- Recorded On 2/10/2009 At 1:31:41 PM
- * Instrument Type - COVENANTS
- Invoice Number - 608736
- * Grantor - FOULK WAREHOUSING INC
- * Grantee - LEHIGH VALLEY INDUSTRIAL PARK INC
- User - CJF
- * Customer - FOULK WAREHOUSING INC

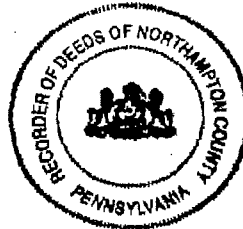
*** FEES**

STATE WRIT TAX	\$0.50
RECORDING FEES	\$29.00
COUNTY RECORDS	\$2.00
IMPROVEMENT FEE	
DEEDS RECORDS	\$3.00
IMPROVEMENT FEE	
TOTAL PAID	\$34.50

***RECORDED BY:**

FOULK WAREHOUSING INC
1235 EASTON ROAD
BETHLEHEM, PA 18015

I hereby CERTIFY that this document is recorded in the Recorder's Office Of Northampton County, Pennsylvania



Ann L. Achatz

Ann L. Achatz
Recorder of Deeds

THIS IS A CERTIFICATION PAGE

Do Not Detach

THIS PAGE IS NOW THE FIRST PAGE
OF THIS LEGAL DOCUMENT

0074ZL



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

GRANTOR: Foulk Warehousing, Inc.

PROPERTY ADDRESS: 1235 Easton Road, 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 the City of Bethlehem, Northampton County.

The postal street address of the Property is: 1235 Easton Road, Bethlehem, PA 18015.

The County Parcel Identification No. of the Property is: P72251.

The latitude and longitude of the center of the Property affected by this Environmental Covenant is: 75 degrees 18 minutes 15.25 seconds west/40 degrees 36 minutes 16.95 seconds north.

The Property is a parcel of land 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.** Foulk Warehousing, Inc. is the owner of the Property. The mailing address of the Owner is: 2120 Spellman Drive, Bethlehem, PA 18015.

3. **Holder/GRANTEE.** The following is a “holder,” as that term is defined in 27 Pa. C.S. § 6501, of this Environmental Covenant: Lehigh Valley Industrial Park, Inc., 1805 East Fourth Street, Bethlehem, PA 18015.

4. **Description of Contamination & Remedy.** The Property is part of a larger tract previously 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, VOCs, SVOCs, solvents and heavy metal

constituents associated with the storage and disposal of steel slag, steel products, coke, sand, gravel, foundry sand, refractory materials and miscellaneous construction and demolition debris previously deposited on the Property. Redevelopment and remediation of the property was undertaken pursuant to a Consent Order and Agreement dated December 18, 2006, and a Final Report was submitted to DEP under Act 2 in December 2008. All the aforementioned documents are on file with DEP in its offices at 2 Public Square, Wilkes-Barre, PA 18711-0790. In accordance with the Final Report, the Property has been remediated to meet the Site Specific Standard for non-residential use. The remedy includes select removal of "unsuitable" material and the capping of the site with buildings and parking in order to eliminate any exposure pathways, and the restriction on excavation or building within a designated restricted area.

5. **Activity and Use Limitations.** The Property is subject to the following activity and use limitations, which the Owner and each subsequent owner of the Property shall abide by:

1. The use of the Premises shall be limited to commercial or industrial activity. In no event shall the Premises or any part thereof be used for any of the following purposes:

(a) Single family or multi-family dwellings and other residential-style facilities, or otherwise as a residence or dwelling quarters for any person or persons;

(b) Parks, playgrounds or other recreational areas including, without limitation, parks with swing sets, sand boxes, swimming pools or any other kind of equipment;

(c) Campgrounds;

(d) Daycare centers, nurseries, kindergartens, elementary and secondary schools, vocational or technical schools, or similar facilities;

(e) Hospitals, nursing homes, shelters, group homes, or similar facilities;

(f) Cemeteries;

(g) The planting and raising of plants or crops for human consumption.

2. Any digging, excavating, grating, 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 as presented in any Act 2 Cleanup Plan approved by the Pennsylvania Department of Environmental Protection and the USEPA for the Premises or in the approved Soil Management Plan.

3. In order to address soil vapor concerns associated with an area of elevated VOC concentration, the installation of subsurface utilities and/or buildings will be restricted in the portion of the Premises, denoted in Exhibit B, attached hereto. There shall be no construction of any site infrastructure (buildings and underground utilities) within the area identified on Figure 3A, unless such structure includes a remedial or abatement system approved by the PADEP and USEPA. Information provided to PADEP and USEPA shall include specific information on risk analyses performed and/or engineering controls employed that demonstrate compliance with applicable state and Federal regulations governing risk based closure.

4. Without limiting the foregoing requirements, if any asphalt, concrete, soil or other ground cover is excavated and/or breached on any part of the Site, such asphalt, concrete, soil or other ground cover shall be properly addressed in compliance with the approved Soil Management Plan.

5. Groundwater underlying the property shall not be used for any purpose (including, without limitation, human consumption, commercial or agricultural purposes) and no wells for the extraction thereof shall be installed, permitted or utilized on the property or any part hereof; provided, however, monitoring wells may be installed and operated on the property by the party of the first part, its successors and assigns, solely for the purpose of monitoring, treating and remediating such groundwater.

6. The owner of the Premises must maintain any and all engineering control(s) required on the Premises as part of the soil Cleanup Plan approved by PADEP and USEPA on July 5 and 6, 2006, as may be amended and approved from time-to-time, and available at the Northeast Regional Office of PADEP.

7. To ensure the integrity of engineering controls, the capped areas shall be inspected for damage to the cap on an annual basis. Inspections shall document damage to the cap and identify the corrective actions taken to mitigate the conditions. Corrective actions involving the repair/replacement of the engineering controls shall be performed in accordance with the Soil Management Plan, which details procedures for material management and cap replacement. Inspection reports will be maintained on file within the Site facility and copies will be forwarded to the regional offices of PADEP and EPA.

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 June following the effective date of this environmental covenant, the then current owner of the Property, shall submit to the Department and the holder listed in Paragraph 3 written certification that the activity and use limitations in this environmental covenant are being abided by. In addition, within 28 days after any of the following, the then current owner of the Property shall submit to the Department and any Holder listed in Paragraph 3, written documentation: transfer of the Property; filing of applications for building permits for the Property; or proposals for any site work affecting the contamination on the Property subject to this Environmental Covenant.

9. **Access by the Department.** In addition to any rights already possessed by the Department, this Environmental Covenant grants to the Department a right of access of the Property in connection with implementation or enforcement of this Environmental Covenant.

10. **Recordation & Proof & Notification.** Within 30 days after the date of the Department's approval, the Owner 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 within 60 days of recordation. Within that time period, the Owner also shall send a file-stamped copy to each of the following: City of Bethlehem; the Holder; and each person holding a recorded interest in the Property.

11. **Termination or Modification.** This environmental covenant may only be terminated or modified in accordance with Section 9 of UECA, 27 Pa. C.S. § 6509.

12. **Department's Address.** Communications with the Department regarding this Environmental Covenant shall be sent to:

Pennsylvania Department of Environmental Protection
Regional Environmental Cleanup Manager
2 Public Square
Wilkes Barre, PA 18711-0790

Pennsylvania Department of Environmental Protection
Director, Land Recycling Program
Rachael Carson State Office Building
400 Market Street
Harrisburg, PA. 17105

Executed and acknowledged the date and year set forth below by:

. Foulk Warehousing, Inc. Grantor
By: Allen T Foulk
Name: Allen T Foulk
Title: OWNER PRES.
Date: Jan 9 2009

Lehigh Valley Industrial Park, Inc., Grantee

By: 

Name: Kerry A. Wrobel

Title: President

Date: 1-8-09

APPROVED, by Commonwealth of Pennsylvania,
Department of Environmental Protection

By: [Signature]
Name: Troy A Conrad
Title: Director
Date: 2/4/2009

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

On this 8th day of January, 2009, before me, the undersigned officer, personally appeared Allen T. Fouk [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.

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Michelle L. Frable, Notary Public
City Of Bethlehem, Northampton County
My Commission Expires Dec. 17, 2011
Member, Pennsylvania Association of Notaries

[Signature]
Notary Public

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

On this 8th day of January, 2009, before me, the undersigned officer, personally appeared Kerry A. Wobe [Holder, Grantee] 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.

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Michelle L. Frable, Notary Public
City Of Bethlehem, Northampton County
My Commission Expires Dec. 17, 2011
Member, Pennsylvania Association of Notaries

[Signature]
Notary Public

COMMONWEALTH OF PENNSYLVANIA)
)
COUNTY OF Pennsylv)

SS:

On this 4TH day of FEBRUARY, 2009, before me, the undersigned officer, personally appeared TRAY A. CONRAD who acknowledged himself/herself to be the DIRECTOR [Title] of the Commonwealth of Pennsylvania, Department of Environmental Protection, Central Office Land Recycling [insert name of 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.

George S. Charney
Notary Public

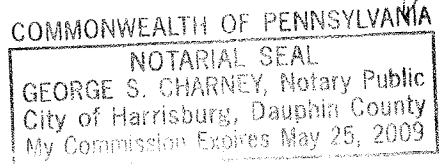


EXHIBIT A
PROPERTY DISCRIPTION

DESCRIPTION
LOT 51- LVIP VII EASTON ROAD 3
PREVIOUSLY KNOWN AS
LVIP – BETHLEHEM COMMERCE CENTER
EASTON ROAD 2
WARD 16, CITY OF BETHLEHEM
NORTHAMPTON COUNTY, PENNSYLVANIA

ALL THAT CERTAIN tract of land known as Lot 51, previously known as Lot 1 of the LVIP – Bethlehem Commerce Center - Easton Road 2, as shown on the Plans recorded in the Northampton County Courthouse on September 22, 2005, DBV 2005-5, Page 555, entitled, "Lot Line Adjustment Plan LVIP – Bethlehem Commerce Center - Easton Road 2", Sheet 1 of 3, as prepared by Hanover Engineering Associates, Inc. (HEA Project 3565), situated in the 16th Ward of the City of Bethlehem, Northampton County, Pennsylvania is described as follows:

BEGINNING at a found concrete monument on the northerly right-of-way of Easton Road (SR 2006, various widths), said point being on lands now or formerly of MFS, Inc. as shown on the above-referenced Lot Line Adjustment Plan, thence;

North 62° 10' 23" East, 443.76 feet to a concrete monument on said lands of MFS, Inc., thence;

North 63° 24' 39" East, 686.49 feet to a concrete monument, said point being the southeast corner of said lands of MFS, Inc., thence;

North 25° 50' 50" West, 12.95 feet to a point, said **TRUE PLACE OF BEGINNING**; thence

North 25° 54' 03" West, 103.44 feet to a point; thence along said lands of MFS, Inc.

South 87° 06' 05" West, 717.34 feet to a point; thence along lands of Lehigh Valley Industrial Park, Inc.

North 02° 53' 55" West, 52.50 feet to a point; thence along said lands

North 86° 45' 00" West, 138.97 feet to a point; thence

North 63° 45' 48" West, 1250.37 feet to a point; thence

North 57° 01' 30" West, 313.07 feet to a point; thence through said lands and along the East branch of the Saucon Creek the following eight (8) courses and distances:

- 1) North 32° 58' 30" East, 228.15 feet to a point; thence
- 2) South 70° 42' 29" East, 85.00 feet to a point; thence

- 3) North 88° 07' 20" East, 200.00 feet to a point; thence
- 4) South 86° 07' 10" East, 150.00 feet to a point; thence
- 5) North 85° 13' 18" East, 250.00 feet to a point; thence
- 6) North 70° 13' 02" East, 150.00 feet to a point; thence
- 7) North 77° 40' 32" East, 205.00 feet to a point; thence
- 8) North 61° 36' 12" East, 84.27 feet to a point; thence

Through said lands the following four (4) courses and distances:

- 1) South 02° 54' 56" East, 753.89 feet to a point; thence
- 2) South 53° 06' 11" East, 451.43 feet to a point; thence
- 3) North 87° 06' 05" East, 700.13 feet to a point; thence
- 4) South 25° 54' 03" East, 137.03 feet to a point; thence

Along the northerly right-of-way of Easton Road (SR 2006) South 64° 05' 45" West, 100.00 feet to a point; said point being the **PLACE OF BEGINNING**.

Containing approximately 775,741.6 square feet or 17.80 acres.

May 24, 2006

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EXHIBIT B
PROPERTY MAP

Soil Vapor Deed Restriction Area

Longitude	Latitude
-75.320428	40.603866 - POB
-75.319998	40.604612
-75.319681	40.604660
-75.319607	40.604041
-75.318627	40.603525
-75.318718	40.603400
-75.319065	40.603405
-75.320428	40.603866 - POB

The area described above is a polygon, the vertices of which have the above geographic coordinates (longitude and latitude, with a datum of WGS1984)

Site Wide Deed Restriction Area

Longitude	Latitude
-75.324190	40.605105 - POB
-75.323774	40.605643
-75.323756	40.605639
-75.323481	40.605575
-75.322763	40.605615
-75.322222	40.605603
-75.321347	40.605686
-75.321330	40.605687
-75.321312	40.605693
-75.320845	40.605837
-75.320828	40.605842
-75.320811	40.605845
-75.320114	40.605984
-75.320098	40.605991
-75.319853	40.606102
-75.319607	40.604041
-75.318774	40.603602
-75.318269	40.603337
-75.318251	40.603338
-75.317336	40.603401
-75.317318	40.603403
-75.317300	40.603404
-75.315758	40.603510
-75.315749	40.603498
-75.315533	40.603191
-75.315525	40.603179
-75.315541	40.603172
-75.315842	40.603049
-75.316018	40.603299
-75.318591	40.603122
-75.318608	40.603267
-75.319109	40.603272
-75.323226	40.604667
-75.324190	40.605105 - POB

The area described above is a polygon, the vertices of which have the above geographic coordinates (longitude and latitude, with a datum of WGS1984)

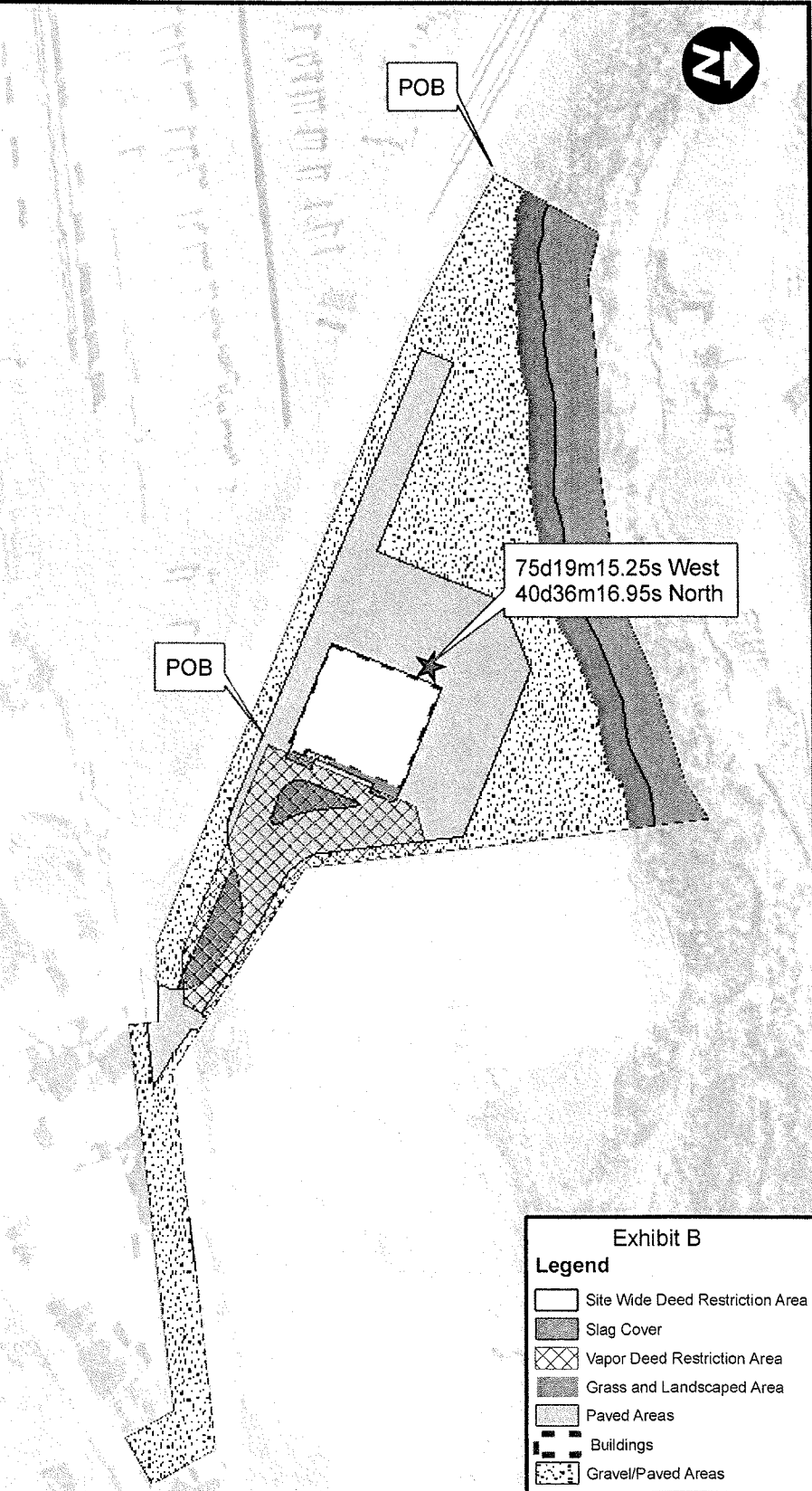


Exhibit B

Legend

- Site Wide Deed Restriction Area
- Slag Cover
- Vapor Deed Restriction Area
- Grass and Landscaped Area
- Paved Areas
- Buildings
- Gravel/Paved Areas



Job No.	Date	Figure No.
41406	01/16/09	1