

When recorded, return to:  
Scott A. Gould  
McNees Wallace & Nurick LLC  
100 Pine Street  
Harrisburg, PA 17101

County Tax Parcel No.: 46000KI02350000000

**GRANTOR: Harley-Davidson Motor Company, Inc.**  
**PROPERTY ADDRESS/LOCATION: Springettsbury Township, 1425 Eden Road,**  
**York, PA 17402**

### ENVIRONMENTAL COVENANT

This Environmental Covenant (the “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 Springettsbury Township, York County.

The postal street address of the Property is: 1425 Eden Road, York, PA 17402.

The latitude and longitude of the center of the Property affected by this Environmental Covenant is: Longitude: 76 degrees, 42’ 50”, Latitude: 39 degrees, 59’ 17”.

The Property has been known by the following name(s): Former York Naval Ordnance Plant; Harley-Davidson Motor Company Operations, Inc. – East Campus; current Harley-Davidson Motor Company, Inc. – York Plant.

The Department’s Primary Facility ID# is 623248.

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/HOLDER.** Harley-Davidson Motor Company, Inc. (“Grantor”) is the owner of the Property and the GRANTOR, GRANTEE, and HOLDER of this Environmental Covenant.

3. **Property Owner Mailing Address.** The mailing addresses of the owner is: Plant Manager, Harley-Davidson Motor Company, Inc., 1425 Eden Road, York, Pennsylvania, 17402 and General Counsel, Harley-Davidson Motor Company, Inc., 3700 West Juneau Avenue, Milwaukee, Wisconsin 53208.

4. **Description of Contamination & Remedy.** The Property is a subdivided, approximately 174-acre portion of the approximately 232-acre former York Naval Ordnance Plant ("fYNOP"). The original 232-acre fYNOP property was subdivided into East and the West Campus properties in June 2012. The Property to which this Environmental Covenant applies is the 174-acre East Campus, which contains an active motorcycle manufacturing facility owned by Harley-Davidson Motor Company, Inc. The 58-acre West Campus (York County Tax Parcel No. 46000KI0235B0000000) is owned by NP York 58, LLC ("NP York") and currently contains the Eden Road Logistics Center ("ERLC"), a 775,000-square-foot warehouse constructed in 2016 (hereinafter, the "NP York Property").

The investigation, characterization, and remediation of the fYNOP site were conducted throughout the full 232-acre fYNOP property and, as a result, the activity and use limitations associated with attaining and maintaining the remediation standard for the site are memorialized in two separate Environmental Covenants: the present document recorded for the Property, and a separate Environmental Covenant recorded for the NP York Property. Any off-site post-remediation care obligations associated with the fYNOP remediation attach to the Property and are set forth in this Environmental Covenant. However, the description of the site use, contamination, and remediation set forth herein relate to the full fYNOP site except where the Property or the NP York Property are specifically identified.

The fYNOP property was used for manufacturing and industrial purposes since 1941, spills and releases from which impacted soils and groundwater. Constituents of concern ("COCs") in soil and groundwater consist of chlorinated volatile organic compounds ("CVOCs"), polycyclic aromatic hydrocarbons ("PAHs"), polychlorinated biphenyls ("PCBs"), petroleum hydrocarbons, metals, and cyanide. Environmental investigations began in the mid-1980's and interim remedial actions removed contaminated soil and extracted groundwater to prevent off-site CVOC migration from the fYNOP property. Those actions addressed human health and safety by preventing direct contact and ingestion exposure to contaminants. A site-wide remedial investigation/feasibility study was initiated in 1998 to evaluate potential sources of soil and groundwater impacts, determine the fate and transport characteristics of known COCs, and evaluate the risk that the COCs may pose to human health, the environment, and ecological receptors.

Thereafter, environmental investigations and remediation activities were undertaken pursuant to the Pennsylvania Land Recycling and Environmental Remediation Standards Act, 35 P.S. §6026.101 *et seq.* and the regulations promulgated thereunder at 25 Pa. Code Chapter 250 (collectively, "Act 2"), as well as the corrective action requirements of the federal Resource Conservation and Recovery Act ("RCRA"),

42 U.S.C. §6901 *et seq.* A Notice of Intent to Remediate (“NIR”) for the fYNOP site was filed on February 7, 2005. By letter dated July 15, 2005, the Department and the USEPA Region III acknowledged the NIR and confirmed that the fYNOP site remediation was enrolled in the One Cleanup Program established pursuant to a Memorandum of Agreement dated April 21, 2004, between the USEPA Region III and the Department ("One Cleanup Program"). As such, the remediation was overseen by both the Department and USEPA and satisfied Act 2 and the corrective action requirements of RCRA.

Characterization and remediation activities demonstrated attainment of a combination of the non-residential Statewide Health Standards (“SHSs”) and Site Specific Standard (“SSS”) for COCs in soils and the SSS for groundwater under Act 2, and satisfied the requirements of Final Decision and Response to Comments for fYNOP – USEPA ID No. PAD001643691 – and demonstrates completion of "Corrective Action Complete With Controls" pursuant to RCRA. Accordingly, this Environmental Covenant implements and maintains pathway elimination and other remedial controls via the activity and use limitations set forth in Paragraph 5 herein.

Specifically, the remedy addresses each media of concern at the fYNOP (soils, groundwater, surface water, and subsurface vapor). The remedy consists of a combination of engineering controls, institutional controls, and other remedial actions and obligations. Engineering controls include groundwater extraction and treatment, caps, and vapor mitigation. Institutional controls consist of activity-and-use limitations and notifications that prohibit or restrict residential land use, groundwater use, intrusive activities (e.g., excavation) in specified areas, building construction without vapor intrusion evaluation and/or mitigation, and control of soil and waste generated during earthwork activities. Monitored natural attenuation will be used for the USEPA corrective action objective of resource restoration for groundwater outside of the Technical Impracticability Area boundaries identified in the Final Decision and Response To Comments for the fYNOP site.

The investigation and remedial activities completed to address the soil, groundwater, vapor intrusion, and surface water impacts at the Property are documented in the following reports, all of which were submitted to and approved/acknowledged by the Department and USEPA, and are maintained and may be reviewed at the Department’s Southcentral Regional Office, 909 Elmerton Avenue, Harrisburg, Pennsylvania 17110-8200:

- Supplemental Remedial Investigations Soil Report dated December 1, 2009, approved by the Department and USEPA on March 17, 2010
- Soils Risk Assessment dated March 2012, approved by the Department on July 10, 2012 and USEPA on July 10, 2012
- Supplemental Remedial Investigation Report – Groundwater (Part 1) submitted November 7, 2011, approved by the Department on February 3, 2012 and USEPA on February 2, 2012

- Underground Storage Tank Remedial Action Completion Report dated November 24, 2015, approved by the Department on February 22, 2016
- Supplemental Remedial Investigation Report – Groundwater (Part 2) dated April 2, 2018, approved the Department on June 29, 2018 and USEPA on July 2, 2108
- Revised Groundwater Risk Assessment dated March 2018, approved by the Department on June 29, 2018 and USEPA on July 2, 2018
- Site-Wide Cleanup Plan dated November 2019, approved by the Department on February 28, 2020
- Proposed Plan-Final Remedy (2019)
- Final Decision and Response to Comments for fYNOP – EPA ID No. PAD001643691 – prepared by USEPA dated February 2020
- Final Report dated \_\_\_\_\_, 2023, approved by the Department by letter dated \_\_\_\_\_, 2024 and USEPA by letter dated \_\_\_\_\_, 2024

The reports and studies identified above are also available to the public at: [www.yorksiteremedy.com](http://www.yorksiteremedy.com).

5. **Activity & Use Limitations.** The Property is subject to the activity and use limitations set forth in Exhibit “C” attached hereto and made a part hereof (“Protective Covenants”), and the current owner of the Property, and its tenants, agents, employees and other persons under its control, and all future owners of the Property or any portion thereof shall abide by such Protective Covenants.

6. **Notice of Limitations in Future Conveyances.** Each instrument hereafter conveying any interest in the Property subject to this Environmental Covenant, or any portion thereof, 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.** On or before May 31 of each year, the then current owner of the Property shall submit such annual compliance reports for the prior calendar year required pursuant to the Post Remediation Care Plan provided for in Paragraph 5 herein. In addition, within twenty-one (21) days after (a) written request by the Department or USEPA, (b) transfer of title of the Property or any part of the Property affected by this Environmental Covenant, (c) noncompliance with Paragraph 5 (Activity and Use Limitations), or (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 the actions that will be taken to assure compliance.

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

9. **Recording & Proof & Notification.** Within thirty (30) days after the date of the Department's approval of this Environmental Covenant, Grantor shall file this Environmental Covenant with the Recorder of Deeds for York County and send a file-stamped copy of this Environmental Covenant to the Department within ninety (90) days of the Department's approval of this Environmental Covenant. Within that time period, the Grantor also shall send a file-stamped copy to each of the following: Springettsbury Township; York County; and the USEPA.

10. **Termination or Modification.**

(a) This Environmental Covenant runs with the land unless 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 of Pennsylvania 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 this 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. **USEPA.**

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

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

Environmental Cleanup and Brownfields Program Manager  
Department of Environmental Protection  
909 Elmerton Avenue  
Harrisburg, PA 17110-8200

United States Environmental Protection Agency  
Region 3  
RCRA Corrective Action Program Coordinator  
1650 Arch Street  
Philadelphia, PA 19103

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.

14. **Counterparts.** This Environmental Covenant may be executed in one or more counterparts, each of which shall be an original, and all of which shall constitute one and the same instrument.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, intending to be legally bound, the parties hereby cause this agreement to be executed in the year and day first written above:

Date: \_\_\_\_\_

HARLEY-DAVIDSON MOTOR COMPANY, INC.,  
Grantor

By: \_\_\_\_\_

Name:

Title:

APPROVED, by Commonwealth of Pennsylvania,  
Department of Environmental Protection

Date: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

DRAFT

STATE OF WISCONSIN )  
 )  
COUNTY OF \_\_\_\_\_ )SS:

On this, the \_\_\_\_ day of \_\_\_\_\_, 202\_\_, before me, a Notary Public, the undersigned officer, personally appeared \_\_\_\_\_, who acknowledged herself/himself to be the \_\_\_\_\_ of HARLEY-DAVIDSON MOTOR COMPANY, INC., a Wisconsin corporation, and that s/he as such officer, being authorized to do so, executed the foregoing instrument for the purpose therein contained by signing the name of the corporation by herself/himself as such officer.

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

\_\_\_\_\_  
Notary Public

(SEAL)

My Commission Expires:

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EXHIBIT "A"

All that certain tract of land, situate, lying and being in Springettsbury Township, York County, Pennsylvania, being Lot 1 of that certain Final Subdivision Plan entitled "Harley - Davidson Campus Separation", prepared by Nutec Design Associates, Inc., dated October 18, 2010, recorded with the York County Recorder of Deeds Office on June 12, 2012 in Book 2178, Page 1616 (the "Plan"). Said Lot 1 being more particularly bounded and described in accordance with the Plan as follows, to wit:

[ADD SITE DESCRIPTION]

Containing \_\_\_\_\_ square feet or \_\_\_\_\_ acres.

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EXHIBIT "B"

A map of the Property

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EXHIBIT “C”

(Activity and Use Limitations – East Campus)

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The Property is subject to the following activity and use limitations, which the owner and each subsequent owner of the Property shall abide by:<sup>1</sup>

1. The Property shall only be used for non-residential purposes, as that term is defined in Act 2.
2. Groundwater at and under the Property shall not be used for any purpose other than environmental quality monitoring, operation of a groundwater remediation extraction system, or closed-loop geothermal system without the express written approval from the Department and the USEPA.
3. Prior to construction of a new structure for human occupation, the owner of the Property shall perform an evaluation of vapor intrusion pathways. Such construction shall include, if necessary for the protection of human health based on the evaluation of vapor intrusion pathways or as a presumptive mitigation measure, installation and maintenance of a vapor barrier and/or vapor mitigation system beneath any future inhabitable structure built on the Property.
4. Except under emergency circumstances, earthwork, including without limitation any digging, excavating, drilling, grading, pile driving, and/or removal of any asphalt, concrete, soil, or excavating other ground cover shall be conducted in compliance with the Post Remediation Care Plan presented the Final Report approved by the Department and the USEPA for the Property (the "Final Report"), as amended from time to time with the written approval of the Department and USEPA.
5. The direct contact caps identified in the Final Report and depicted on the diagram attached hereto as Figure ## ("Caps") shall at all times be maintained. Any breach or removal of any Cap or portion thereof shall be conducted in accordance with the Post Remediation Care Plan. Caps shall be inspected in accordance with the Post Remediation Care Plan.
6. Any "waste," as that term is defined in the Pennsylvania Solid Waste Management Act, 35 P.S. §6018.101 *et seq.*, uncovered or discovered during any earthmoving activity at the Property shall be managed in accordance with Applicable Laws.
7. Unless another party assumes the responsibility in writing and such assumption is approved by the Department and USEPA in writing, the owner of the Property shall implement the Post Remediation Care Plan, as amended from time to time with the written approval of the Department and USEPA, as it relates to all areas of the

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<sup>1</sup> Capitalized terms shall have the meanings ascribed to them in the Environmental Covenant to which this Exhibit C is attached.

fYNOP Site with the exception of the West Campus, unless and until such time that the Department and USEPA determine in writing that implementation of the Post Remediation Care Plan is no longer necessary for the protection of human health and the environment.

8. Each instrument hereafter conveying any interest in the Property 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.

9. The Post Remediation Care Plan, as approved as part of the Final Report and as may be amended from time to time as approved in writing by the Department and the USEPA, is maintained as a public document by the Department in its Southcentral Regional Office, 909 Elmerton Avenue, Harrisburg, Pennsylvania 17110. Those documents are also available at: [yorksite remedy.com](http://yorksite remedy.com).