

**When recorded, return to:
NP YORK 58, LLC
c/o NorthPoint Development
3315 North Oak Trafficway
Kansas City, MO 64116**

County Tax Parcel No.: 46000KI0235B0000000

**GRANTOR: NP YORK 58, LLC
PROPERTY ADDRESS/LOCATION: Springettsbury Township, 1445 Eden Road,
York, PA 17402**

**AMENDED AND RESTATED
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”) and the United States Environmental Protection Agency (“USEPA”).

WHEREAS, an environmental covenant for the Property (as defined herein) was recorded on July 12, 2012, in the Office of the Recorder of Deeds of York County, Pennsylvania at Book 2182, Page 6952 as Instrument No. 2012034546 (the “Original Environmental Covenant”); and

WHEREAS, the Original Environmental Covenant was recorded at a time when the Property was sold to the York County Industrial Development Authority and, at that time, investigation, characterization, and remediation of contamination at, on, under, emanating from, and migrating onto the Property was ongoing and the Original Environmental Covenant was designed to ensure continued implementation of interim remedial controls; and

WHEREAS, the investigation, characterization, and remediation of the Property and the larger former York Naval Ordnance Plant has proceeded and a Final Report was submitted to and approved by the Department pursuant to the Pennsylvania Land Recycling and Environmental Remediation Standards Act, 35 P.S. §6026.101 *et seq.*, and the corrective action requirements of the federal Resource Conservation and Recovery Act, 42 U.S.C. §6901 *et seq.*, that requires implementation of certain activity and use limitations that expand upon and otherwise alter those stated in the Original Environmental Covenant, and that also include certain oversight and rights relating to USEPA that were not contemplated in the Original Environmental Covenant; and

WHEREAS, it has been determined that the Original Environmental Covenant should be completely amended and restated in its entirety.

NOW THEREFORE, the Original Environmental Covenant is hereby amended, restated, and superseded in its entirety as follows:

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: 1445 Eden Road, York, PA 17402.

The latitude and longitude of the center of the Property affected by this Environmental Covenant is: Longitude: -76 degrees, 43’ 4”, 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. – West Campus.

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.** NP York 58, LLC (“Grantor”) is the owner of the Property and the GRANTOR of this Environmental Covenant.

3. **Property Owner Mailing Address.** The mailing address of the owner is: NP York 58, LLC, 1445 Eden Road, York, PA 17402.

4. **Holder/ GRANTEE.** The following is the GRANTEE and a “holder,” as that term is defined in 27 Pa. C.S. § 6502, of this Environmental Covenant: Harley-Davidson Motor Company, Inc., 1425 Eden Road, York, Pennsylvania, 17402 and 3700 West Juneau Avenue, Milwaukee, Wisconsin 53208 (“Harley-Davidson”).

5. **Description of Contamination & Remedy.** The Property is a subdivided, approximately 58-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 174-acre East Campus (York County Tax Parcel No. 46000KI02350000000) contains an active motorcycle manufacturing facility owned by Harley-Davidson Motor Company, Inc. (“Harley-Davidson”), and is referred to herein as the “H-D Plant Site.” The 58-acre West Campus, owned by NP York 58, LLC (“NP York”), is the Property subject to this Environmental Covenant, and currently contains the Eden Road Logistics Center (“ERLC”), a 775,000-square-foot warehouse constructed in 2016.

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 H-D Plant Site. The description of the site use, contamination, and remediation set forth herein relate to the full fYNOP site except where the Property or the H-D Plant Site 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 6 herein.

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 _____, 2023 and USEPA by letter dated _____, 2023

The reports and studies identified above are also available to the public at: www.yorksiteremedy.com.

6. **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.

7. **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.

8. **Compliance Reporting.** By January 31 of every calendar year, the then current owner of the Property shall submit to the Department, the USEPA, and any Holder listed in Paragraph 4, written documentation stating whether or not the activity

and use limitations in this Environmental Covenant are being abided by, which reporting shall be consistent with the Post Remediation Care Plan identified pursuant to Paragraph 6 herein as it relates to the West Campus. 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 6 (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.

9. **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.

10. **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; the USEPA; and Harley-Davidson.

11. **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.

12. **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.

13. **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

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.

15. **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: _____ NP YORK 58, LLC, Grantor

By: _____
Name: _____
Title: _____

Date: _____ HARLEY-DAVIDSON MOTOR COMPANY, INC.
Grantee/Holder

By: _____
Name: _____
Title: _____

APPROVED, by Commonwealth of Pennsylvania,
Department of Environmental Protection

Date: _____

By: _____
Name: _____
Title: _____

My Commission Expires:

STATE OF WISCONSIN)
)
COUNTY OF _____)SS:

On this, the _____ day of _____ 202__, before me, a Notary Public, the undersigned officer, personally appeared _____, who acknowledged 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:

EXHIBIT "A"

All that certain tract of land, situate, lying and being in Springettsbury Township, York County, Pennsylvania, being Lot 2 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 2 being more particularly bounded and described in accordance with the Plan as follows, to wit:

BEGINNING at a point on the common property line between the lands of PENNSYLVANIA NATIONAL GUARD AND HARLEY-DAVIDSON MOTOR COMPANY OPERATIONS, INC. Lot 1 on the Plan and the WESTERN right of way for EDEN ROAD (T-837 being 50 feet wide); THENCE from said POINT OF BEGINNING in and through said right of way for EDEN ROAD, NORTH 76 degrees 23 minutes 09 seconds EAST, a distance of 25.50 feet to a P.K. Nail (found) in said EDEN ROAD (T-837) right of way at lands of HARLEY- DAVIDSON MOTOR COMPANY OPERATIONS, INC. Lot 1 on the Plan; THENCE in and through said right of way and along said Lot 1 the following 2 courses: 1) SOUTH 41 degrees 35 minutes 36 seconds WEST, a distance of 268.42 feet to a point; 2) SOUTH 48 degrees 24 minutes 24 seconds EAST, a distance of 9.42 feet to a point; THENCE through and leaving said right of way continuing along Lot 1 by a curve to the right, having an arc length of 54.77 feet, a radius of 60.00 feet a chord bearing of SOUTH 22 degrees 15 minutes 25 seconds EAST, 52.89 feet to a point; THENCE continuing along said Lot 1 the following 12 courses: 1) SOUTH 03 degrees 53 minutes 34 seconds WEST, 184.73 feet to a point; 2) SOUTH 84 degrees 16 minutes 07 seconds EAST, 276.35 feet to a point; 3) NORTH 05 degrees 43 minutes 53 seconds EAST, 205.86 feet to a point; 4) SOUTH 84 degrees 16 minutes 07 seconds EAST, 643.67 feet to a point; 5) SOUTH 05 degrees 43 minutes 53 seconds WEST, 1608.57 feet to a point; 6) NORTH 84 degrees 16 minutes 07 seconds WEST, 546.49 feet to a point; 7) SOUTH 05 degrees 43 minutes 53 seconds WEST, 60.65 feet to a point; 8) by a curve to the right, having an arc length of 26.04 feet, a radius of 75.00 feet a chord bearing of SOUTH 19 degrees 42 minutes 00 seconds EAST, 25.91 feet to a point; 9) SOUTH 09 degrees 45 minutes 19 seconds EAST, 10.00 feet to a point; 10) by a curve to the left, having an arc length of 26.34 feet, a radius of 20.00 feet a chord bearing of SOUTH 47 degrees 29 minutes 12 seconds EAST, 24.48 feet to a point; 11) SOUTH 85 degrees 13 minutes 05 seconds EAST, 115.27 feet to a point; 12) SOUTH 05 degrees 37 minutes 46 seconds WEST, 281.93 feet to a point within the right of way of Eden Road (T-837 having a variable width right of way); THENCE in and through said Eden Road (T-837) the following 6 courses: 1) NORTH 85 degrees 34 minutes 25 seconds WEST, 237.28 feet to a point; 2) by a curve to the right, having an arc length of 93.50 feet, a radius of 150.00 feet a chord bearing of NORTH 67 degrees 42 minutes 58 seconds WEST, 92.00 feet to a point; 3) NORTH 49 degrees 51 minutes 31 seconds WEST, 49.80 feet to a point; 4) SOUTH 40 degrees 08 minutes 29 seconds WEST, 132.04 feet to a point; 5) NORTH 03 degrees 43 minutes 53 seconds EAST, 84.78 feet to a point; 6) NORTH 86 degrees 16 minutes 07 seconds WEST, 30.00 feet to a point at lands of 84 Lumber Company; THENCE along said lands and through said

right of way NORTH 03 degrees 49 minutes 00 seconds EAST, 449.75 feet to a point on the EAST right of way of Eden Road (T-837); THENCE leaving said right of way and continuing along said lands of 84 Lumber Company, NORTH 03 degrees 49 minutes 00 seconds EAST, 98.33 feet to a point; THENCE continuing along said lands, NORTH 86 degrees 59 minutes 03 seconds WEST, 26.42 feet to an iron pin (found); THENCE continuing along said lands, NORTH 86 degrees 59 minutes 03 seconds WEST, 35.47 feet to a point on the EASTERN right of way of Eden Road (T-837); THENCE continuing along said lands crossing the right of way of Eden Road (T-837), NORTH 86 degrees 59 minutes 03 seconds WEST, 94.13 feet to a point on the WESTERN right of way of Eden Road (T-837); THENCE continuing along said lands leaving said right of way, NORTH 86 degrees 59 minutes 03 seconds WEST, 347.54 feet to a concrete monument (found) on the EASTERN line of Norfolk Southern Railroad; THENCE along said railroad by a curve to the left, having an arc length of 1376.83 feet, a radius of 5785.00 feet a chord bearing of NORTH 08 degrees 32 minutes 23 seconds WEST, 1373.58 feet to a concrete monument (found) at lands of York Silica Sand, Inc.; THENCE along lands of York Silica Sand, Inc., NORTH 76 degrees 06 minutes 57 seconds EAST, 392.23 feet to a point; THENCE continuing along said lands, NORTH 15 degrees 23 minutes 03 seconds WEST, 36.00 feet to an iron pin (found) at the lands of PENNSYLVANIA NATIONAL GUARD; THENCE along lands of PENNSYLVANIA NATIONAL GUARD, NORTH 76 degrees 23 minutes 09 seconds EAST, 582.47 feet to the POINT OF BEGINNING.

Containing 2,536,946 square feet or 58.2403 acres.

EXHIBIT "B"

A map of the Property

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EXHIBIT "C"

Protective Covenants for West Campus¹

The Property is subject to the following activity and use limitations, which the Owner and each subsequent owner of the Property shall abide by:

Restrictions Related to Environmental Conditions

1. The use of the Property shall be limited to non-residential use as that term is defined in Act 2, and shall be further limited to use only for commercial or industrial activity. In no event shall the Property 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, prison facilities, halfway houses or similar facilities;
- (e) Hospitals, nursing homes, shelters, group homes, or similar facilities;
- (f) Cemeteries; and/or
- (g) The planting and raising of plants or crops for human consumption.

2. Any digging, excavating, drilling, grading, pile driving or other earth moving activities 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, shall be (a) 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 (collectively, "Applicable Laws"), and (b) shall be in

^{1 1} Capitalized terms shall have the meanings ascribed to them in the Environmental Covenant to which this Exhibit C is attached.

strict compliance with the Post Remediation Care Plan presented in Final Report approved by the Department and the USEPA for the Property by letter(s) dated _____, 20__ (the "Final Report"), as may be amended from time to time with the written approval of the Department and the USEPA.

3. Groundwater shall not be used for any purpose (including, without limitation, human consumption, commercial, or agriculture purposes) and no wells for the extraction thereof shall be installed, permitted or utilized on the Property or any part thereof; provided, however, that monitoring wells and extraction wells may be installed, maintained, and operated on the Property by Harley-Davidson or its successors and assigns, the Department, and/or USEPA for the purpose of monitoring and/or remediating such groundwater.

4. Any and all monitoring and/or extraction wells and associated features (including, but not limited to, piping and pumps) located on, at, in, and/or under the Property as of the date of this Environmental Covenant (as depicted on Exhibit ___ hereto), or which may be installed and maintained on, at, in, and/or under the Property as part of the Post Remediation Care Plan, shall not be disturbed or rendered ineffective by actions of the owner of the Property, its successors and assigns, and/or all persons claiming by, through or under them, including without limitation any tenants, guests, or other users of the Property. The then current owner of the Property shall promptly notify Harley-Davidson or its successor of any disturbance of monitoring wells and/or extraction wells or associated features (including without limitation inadvertent and accidental disturbances), and the owner of the Property shall be responsible for the commercially reasonable costs of restoring the well(s) and/or associated features to its/their original condition and function after such disturbance. All activities, including but not limited to construction activities, on the Property shall be conducted to avoid damage to or interference with monitoring wells, groundwater extraction wells and piping, engineering controls, and other features necessary for remediation and/or monitoring of the Property to the maximum extent possible.

5. The direct contact and infiltration reduction caps identified in the Final Report and depicted on the diagram attached hereto as Figure ## (collectively, the "Caps") shall at all times be maintained. Any breach or removal of any Cap or portion thereof shall be conducted in strict accordance with the Post Remediation Care Plan.

6. The integrity of all engineering controls identified in the Final Report relating to the West Campus shall be inspected for damage on an annual basis by the then current owner of the Property and shall be reported annually in writing to Harley-Davidson or its successor and the Department in accordance with Paragraph 8 of the Environmental Covenant. Inspection shall be consistent with the Post Remediation Care Plan and, at a minimum, shall document damage to areas any Cap areas and identify the corrective actions taken to mitigate the conditions. The owner of the Property shall be responsible to implement such identified corrective actions unless and to the extent that such corrective action is necessary due to actions of the Harley-Davidson, its contractors, agents, successors, and/or assigns. Harley-Davidson (or its successor), the Department, and the USEPA shall have the right to inspect the caps upon reasonable notice to the owner of the Property.

7. 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.

8. Prior to construction of any new structure, 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.

Additional Use Restrictions

9. In no event shall the Property be used for any of the following uses. Trash or waste incinerator facility; landfills; storage of user discarded motor vehicles or tires; junkyard, including automobile salvage facilities; cement manufacturing plant; petroleum refining storage or distribution; raising or slaughtering of livestock; processing of meat and fish products, hides, leather, vinegar yeast and the rendering or refining of oils and fats; the manufacturing of coke, charcoal, synthetic fuels, explosives; or smelting and the reduction of ferrous and non-ferrous metal.

Activity Restrictions

10. Construction and maintenance of all drainage pipes, wells, detention ponds and other stormwater management features on the Property shall be conducted in accordance with applicable federal, state and local laws, statutes, ordinances, codes, rules, regulations, and enforceable guidance, provided, however, that all plans for the design and construction of stormwater management features shall first be submitted by the then current owner of the Property to Harley-Davidson or its successor for review and approval, and in no event shall such stormwater management features allow for the infiltration of stormwater into the subsurface on the Property or any part of thereof unless approved in writing by Harley-Davidson or its successor and the Department.

11. All building and/or demolition plans shall be submitted to Harley-Davidson or its successor for prior written approval by Harley-Davidson or its successor to ensure compliance with the protective covenants and with all environmental remediation requirements on the Property.

12. Reasonable access to all monitoring and extraction wells and related features (including but not limited to piping and pumps) shall be provided to Harley-Davidson, its successors, and assigns for the purpose of operating, maintaining, sampling, and monitoring.

13. 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.

Location of Documents

14. 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: yorksiteremedy.com.

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