



20220128-0012874

P: 1 of 24 F:\$347.00

1/28/2022 8:13:16 AM

Michael E. Kozikowski  
New Castle Recorder

T20220006711  
MISC

Tax Parcel No.: 1201300007

Prepared By: Department of Natural Resources  
and Environmental Control  
391 Lukens Drive  
New Castle, DE 19720

Return To: Qazi Salahuddin  
Environmental Program  
Administrator  
DNREC-RS  
391 Lukens Drive  
New Castle, DE 19720

**ENVIRONMENTAL COVENANT**

This Environmental Covenant is entered into by NP Delaware City Building III, LLC (“Owner”) and the Delaware Department of Natural Resources and Environmental Control (“DNREC” or “Holder”) pursuant to 7 Del. C. ch. 79, subchapter II, Uniform Environmental Covenants Act, for the purpose of subjecting the property identified below to the activity and use limitations and requirements as set forth herein.

**WITNESSETH**

**WHEREAS**, NP Delaware City Building III, LLC is the Owner of certain real estate located at 1386 School House Road, New Castle, Delaware, 19720 in New Castle County, Delaware, identified on the New Castle County tax maps as tax parcel number 1201300007 as described below. The “Property” is an approximately 52.1-acre tract of real property that comprises a portion of the former AkzoNobel Chemicals, Inc. (“Akzo”) facility (“Facility”) (RCRA ID No.: DED980551667); and

**WHEREAS**, the United States Environmental Protection Agency, Region III (“EPA”) issued an Administrative Order pursuant to Section 7003 of the Resource Conservation and Recovery Act (“RCRA”), to Akzo in December 1994, which required Akzo to investigate and remediate of a portion of the former Facility. Akzo investigated the Property and submitted Phase 1 and 2 RCRA Facility Investigation (“RFI”) reports to EPA in 1999 and 2002, respectively. EPA approved the RFI reports and Akzo conducted subsequent investigations and remediation at the Property; and

**WHEREAS**, EPA issued a Final Decision and Response to Comments (“FDRTC”) on 21 November 2018, in which it selected a remedy (“Final Remedy”) for the Facility, which consists of establishing a groundwater Technical Impracticability Zone; monitored natural attenuation for contaminated groundwater, and land and groundwater use restrictions on the Property; and

**WHEREAS**, on 10 May 2019 Expert Management, Inc., a subsidiary of Akzo, sold the Property to Owner; and

24

**WHEREAS**, Owner desires to establish this Environmental Covenant to implement the land and groundwater use restrictions selected in the Final Remedy on the Property; and

**WHEREAS**, Owner and DNREC acknowledge and agree that, in accordance with 7 *Del. C.* § 7916(a)(3), EPA, or its successors, shall be permitted to enforce the obligations and conditions, including the activity and use limitations and requirements set forth herein.

**NOW THEREFORE**, Owner hereby covenants and declares that Owner shall hold and stand seized of the Property under and subject to the following restrictive covenants, which covenants shall run with the land and be binding on Owner, its successors and assigns and which covenants are hereby imposed for the benefit of EPA and DNREC, and their respective successors and assigns:

1. Environmental Covenant. This instrument is an environmental covenant developed and executed pursuant to 7 *Del. C.* ch. 79, subchapter II, Uniform Environmental Covenants Act.
2. Property. This Environmental Covenant concerns an approximately 52.1-acre portion of an approximately 171-acre tract of real property further identified on the New Castle County tax maps as tax parcel number 1201300007. The Property is shown in Exhibit A. The Property is located at 1386 School House Road, New Castle, Delaware, 19720, in New Castle County, Delaware.
3. Owner. NP Delaware City Building III, LLC, located at 1386 School House Road, New Castle, Delaware, 19720, is the owner of the Property.
4. Holder. DNREC is the Holder of this Environmental Covenant.
5. Activity and Use Limitations and Requirements. In accordance with the FDRTC, Owner hereby agrees to comply with the following activity and use limitations and requirements:
  - [a.] Use of the Property shall be restricted solely to those non-residential type uses permitted within commercial, manufacturing, or industrial districts respectively, as such district types and uses (including ancillary or accessory uses) are permitted pursuant to the corresponding zoning district classification of the New Castle Code.
  - [b.] The Property is subject to DNREC's Delaware City Industrial Area Groundwater Management Zone ("GMZ") requirements. Therefore, no groundwater wells shall be installed, and no groundwater shall be withdrawn from any well within GMZ Area A without the prior written approval of DNREC's Remediation Section and DNREC's Division of Water.

- [c.] Long-term groundwater monitoring of the inorganic and organic plumes shall comply with the Appendix C of the Revised Corrective Measures Implementation Plan (“CMI Plan”), the Groundwater Monitoring Plan. Exhibit B presents the areas of the Property designated as the Technical Impracticability Zone for groundwater contamination.
- [d.] There shall be no digging, drilling, excavating, grading, constructing, earth moving, or any other soil-disturbing activity on the Property, including any repair, renovation, or demolition of any existing subgrade structures, without two-week advance, written notification of EPA and DNREC in accordance with the Appendix B of the CMI Plan, the Soil Management Plan.
- [e.] There shall be no digging, drilling, excavating, grading, constructing, earth moving, or any other land disturbing activity within the Capped Landfill and the Barren-Area Landfill, except for maintenance of the engineered caps, without the prior written approval of EPA and DNREC in accordance with the Appendix B of the CMI Plan, the Soil Management Plan. The locations of the two landfill areas are shown in Exhibit A and Exhibit D.
- [f.] All soil-disturbing and management activities on the Property including excavation, drilling, and construction within the unsaturated zone must comply with the Soil Management Plan, Appendix B of the CMI Plan and not adversely affect or interfere with the Final Remedy, including the Capped Landfill and the Barren-Area Landfill engineered caps.
- [g.] Prior to any soil-disturbing activities at the Property proposed beneath the groundwater table (i.e., in the saturated zone), the Owner must prepare a work plan for written approval by EPA and DNREC prior to conducting such saturated-zone-disturbing activities in accordance with the EPA- and DNREC-approved work plan. The work plan shall include, but not be limited to, the following: a description of the proposed soil-disturbing activity; a figure showing the location(s) of the proposed soil-disturbing activity; and a summary of how the waste will be characterized and properly disposed, if necessary.
- [h.] The management and maintenance of the Capped Landfill and Barren-Area Landfill shall comply with the Cap Management Plan, Appendix D of CMI Plan.
- [i.] Prior to any future occupation of existing or new structures located on the Property area depicted in Exhibit C, a vapor intrusion assessment shall be conducted in accordance the Vapor Intrusion Assessment Plan, Appendix E of the CMI Plan.

- [j.] Compliance with all portions of the CMI Plan as issued, approved, modified, or amended to the satisfaction of EPA and DNREC.

6. Running with the Land. This Environmental Covenant shall be binding upon the Owner and all assigns and successors in interest, including any Transferee, and shall run with the land, in accordance with 7 Del. C. § 7910(a), subject to amendment or termination as set forth herein. The term “Transferee” as used in this Environmental Covenant shall mean any future owner of any interest in the Property or any portion thereof, including, but not limited to, owners of an interest in fee simple, mortgagees, easement holders, and/or lessees.

7. Compliance Enforcement. Compliance with this Environmental Covenant may be enforced pursuant to 7 Del. C. § 7916. Failure to timely seek to enforce compliance with this Environmental Covenant or the use limitations or requirements contained herein by any Holder shall not bar any subsequent enforcement effort by such Holder and shall not be deemed a waiver of the Holder’s right to take action to enforce for non-compliance. Nothing in this Environmental Covenant shall restrict the Secretary of DNREC from exercising any other authority provided to him under applicable law. Additionally, this Environmental Covenant expressly grants EPA the power to enforce its terms, and Owner and DNREC understand and agree that a civil action for injunctive or other equitable relief for violating this Environmental Covenant may be maintained by the Attorney General of the United States, on behalf of EPA. In addition, EPA reserves its regulatory authorities under any law to enforce the activity and use limitations described herein.

8. Rights of Access. Owner hereby grants to DNREC and EPA, its employees, agents, and contractors, the right of access to the Property for implementation or enforcement of this Environmental Covenant.

9. Remedial Decision Record. The Remedial Decision Record containing all documents that support the issuance of the Final Plan is available for review at the DNREC’s office located at 391 Lukens Drive, New Castle, Delaware.

10. Notice upon Conveyance. Each instrument hereafter conveying any interest in the Property or any portion of the Property shall contain a notice of the activity and use limitations and requirements set forth in this Environmental Covenant, and shall identify the location where the Environmental Covenant has been recorded. The notice upon conveyance shall be substantially in the following form:

THE INTEREST CONVEYED HEREBY IS SUBJECT TO THE ENVIRONMENTAL COVENANT DATED AND RECORDED IN THE OFFICIAL RECORDS OF THE NEW CASTLE COUNTY OFFICE OF THE RECORDER OF DEEDS ON THE DATE OF THIS DOCUMENT AND NOTED AS THE INSTRUMENT NUMBER ON THE TOP LEFT CORNER OF THE FIRST PAGE OF THIS ENVIRONMENTAL COVENANT. THE ENVIRONMENTAL COVENANT CONTAINS THE

FOLLOWING ACTIVITY AND USE LIMITATIONS AND REQUIREMENTS:

- [a.] Use of the Property shall be restricted solely to those non-residential type uses permitted within commercial, manufacturing, or industrial districts respectively, as such district types and uses (including ancillary or accessory uses) are permitted pursuant to the corresponding zoning district classification of the New Castle Code.
- [b.] The Property is subject to DNREC's Delaware City Industrial Area Groundwater Management Zone ("GMZ") requirements. Therefore, no groundwater wells shall be installed, and no groundwater shall be withdrawn from any well within the GMZ Area A without the prior written approval of DNREC's Remediation Section and DNREC's Division of Water.
- [c.] Long-term groundwater monitoring of the inorganic and organic plumes shall comply with Appendix C of the CMI Plan, the Groundwater Monitoring Plan. Exhibit B presents the areas of the Property designated as the Technical Impracticability Zone for groundwater contamination.
- [d.] There shall be no digging, drilling, excavating, grading, constructing, earth moving, or any other land disturbing activity within the Soil Management Area, including any repair, renovation, or demolition of any existing subgrade structures within the Soil Management Area, without two-week advance, written notification of EPA and DNREC in accordance with the Appendix B of the CMI Plan, the Soil Management Plan.
- [e.] There shall be no digging, drilling, excavating, grading, constructing, earth moving, or any other land disturbing activity within the Capped Landfill and Barren-Area Landfill, except for maintenance of the engineered caps, without the prior written approval of DNREC and EPA in accordance with the Appendix B of the CMI Plan, the Soil Management Plan. The locations of the two landfill areas are shown in Exhibit A and Exhibit D.
- [f.] All soil-disturbing activities on the Property, including excavation, drilling, and construction within the unsaturated zone must comply with the Soil Management Plan, Appendix B of the CMI Plan and not adversely affect or interfere with the Final Remedy, including the Capped Landfill and Barren-Area Landfill engineered caps.
- [g.] Prior to any soil-disturbing activities at the Property beneath the groundwater table (i.e., in the saturated zone), the Owner must prepare a work plan for written approval by EPA and DNREC prior to conducting any saturated-zone-disturbing activities in accordance with the EPA- and DNREC-approved work plan. The work plan shall include, but not be limited to, the following: a description of the proposed soil-disturbing

activity; a figure showing the location(s) of proposed soil-disturbing activity; and a summary of how the waste will be characterized and properly disposed, if necessary.

- [h.] The management and maintenance of the Capped Landfill and Barren-Area Landfill shall comply with the Cap Management Plan, Appendix D of the CMI Plan.
- [i.] Prior to any future occupation of existing or new structures located on the Property area depicted in Exhibit C, a vapor intrusion assessment shall be conducted in accordance with the Vapor Intrusion Assessment Plan, Appendix E of the CMI Plan for EPA and DNREC review and approval.
- [j.] Compliance with all portions of the CMI Plan as issued, approved, modified, or amended to the satisfaction of EPA and DNREC.

Owner shall notify DNREC and EPA within ten (10) days after each conveyance of an interest in any portion of the Property. Owner's notice shall include the name, address, and telephone numbers of the Transferee, a copy of the deed or other documentation evidencing the conveyance, and a survey map that shows the boundaries of the Property being transferred.

11. Representations and Warranties. Owner hereby represents and warrants to DNREC, the Holder of this Environmental Covenant as follows:

- [a.] That the Owner has the power and authority to enter into this Environmental Covenant, to grant the rights and interests herein provided, and to carry out all of the obligations hereunder;
- [b.] That the Owner is the sole owner of the Property and holds fee simple title which is free, clear and unencumbered;
- [c.] That the Owner has identified all other parties that hold any interest (e.g., an encumbrance) in the Property and has notified such parties of the Owner's intention to enter into this Environmental Covenant; and
- [d.] That this Environmental Covenant will not materially violate, contravene or constitute a material default under any other agreement, contract or instrument to which the Owner is a party or by which the Owner may be bound or affected.

12. Amendment or Termination.

- [a.] This Environmental Covenant is subject to amendment or termination by the mutual consent of Owner (or Transferee), EPA, and DNREC pursuant to 7 *Del. C.* § 7915. As used in this Environmental Covenant, the term “Amendment” means any material changes to the provisions of the Environmental Covenant, including the activity and use limitations or requirements set forth herein; or, the elimination of one or more activity and use limitations or requirements when there is at least one limitation or requirement remaining. An Amendment shall also include an assignment of the Environmental Covenant as specified in 7 *Del. C.* § 7915.
- [b.] As used in this Environmental Covenant, the term “Termination” shall mean the elimination of all activity and use limitations and requirements set forth herein and any other material obligations provided for by this Environmental Covenant.
- [c.] This Environmental Covenant may be amended or terminated only by a written instrument duly executed by the Owner (or Transferee) of the Property and DNREC. Within thirty (30) days of the execution of any Amendment, or the Termination of the Environmental Covenant by the Owner and DNREC, the Owner shall file such instrument for recording in the Office of the New Castle County Recorder of Deeds, and shall provide a file-and-date-stamped copy of the recorded instrument to DNREC and EPA.

13. Severability. If any provision of this Environmental Covenant is found to be unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired.

14. Governing Law. This Environmental Covenant shall be governed by and interpreted in accordance with the laws of the State of Delaware.

15. Recordation. Within thirty (30) days following the date that this Environmental Covenant is fully executed, it shall be filed by the Owner in the Office of the New Castle Recorder of Deeds, in the same manner as a deed to the Property. This Environmental Covenant must be indexed in the grantor’s index in the name of the Owner, and in the grantee’s index in the name of the Holder, DNREC.

16. Effective Date. The effective date of this Environmental Covenant shall be the date upon which the fully executed Environmental Covenant is recorded as a deed record for the Property in the Office of the New Castle County Recorder of Deeds.

17. Distribution of Environmental Covenant. The Owner shall distribute a filed and date stamped copy of the recorded Environmental Covenant to DNREC and EPA.

18. Notice. Any document or communication that is required to be provided to the parties to this Environmental Covenant shall be submitted to:

Environmental Program Administrator  
DNREC-RS  
391 Lukens Drive  
New Castle, DE 19720

NP Delaware City Building III, LLC  
c/o NPD Management, LLC  
Attn: Nathaniel Hagedorn, Manager  
4825 NW 41<sup>st</sup> Street  
Suite 500 Riverside, MO 64150

All submissions required by this Environmental Covenant, including a file-stamped copy of the recorded Environmental Covenant, shall be sent electronically to EPA at R3\_RCRAPOSTREM@epa.gov and shall reference the RCRA Facility name and RCRA ID Number.

19. Authorized Signatory. The undersigned representative of the Owner represents and certifies that he/she is authorized to execute this Environmental Covenant on the Owner's behalf.

**IT IS SO AGREED:**

NP Delaware City Building III, LLC

By: NPD Management, LLC, its Manager

  
Signature of Owner

Nathaniel Hagedorn, Manager,  
NPD Management, LLC, the  
Manager of NP Delaware City  
Building III, LLC

Printed Name and Title

1/13/2022  
Date

State of Missouri )

County of Platte )

ss:

Before me, a notary public, in and for said county and state, personally appeared Nathaniel Hagedorn, a duly authorized representative of NP Delaware City Building III, LLC, who acknowledged to me that [he/she] did execute the foregoing instrument on behalf of NP Delaware City Building III, LLC.

IN TESTIMONY WHEREOF, I have subscribed my name and affixed my official seal this 13<sup>th</sup> day of January, 2022

  
Notary Public

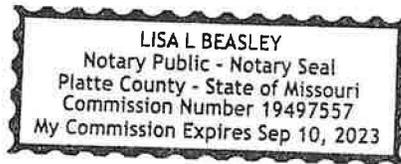


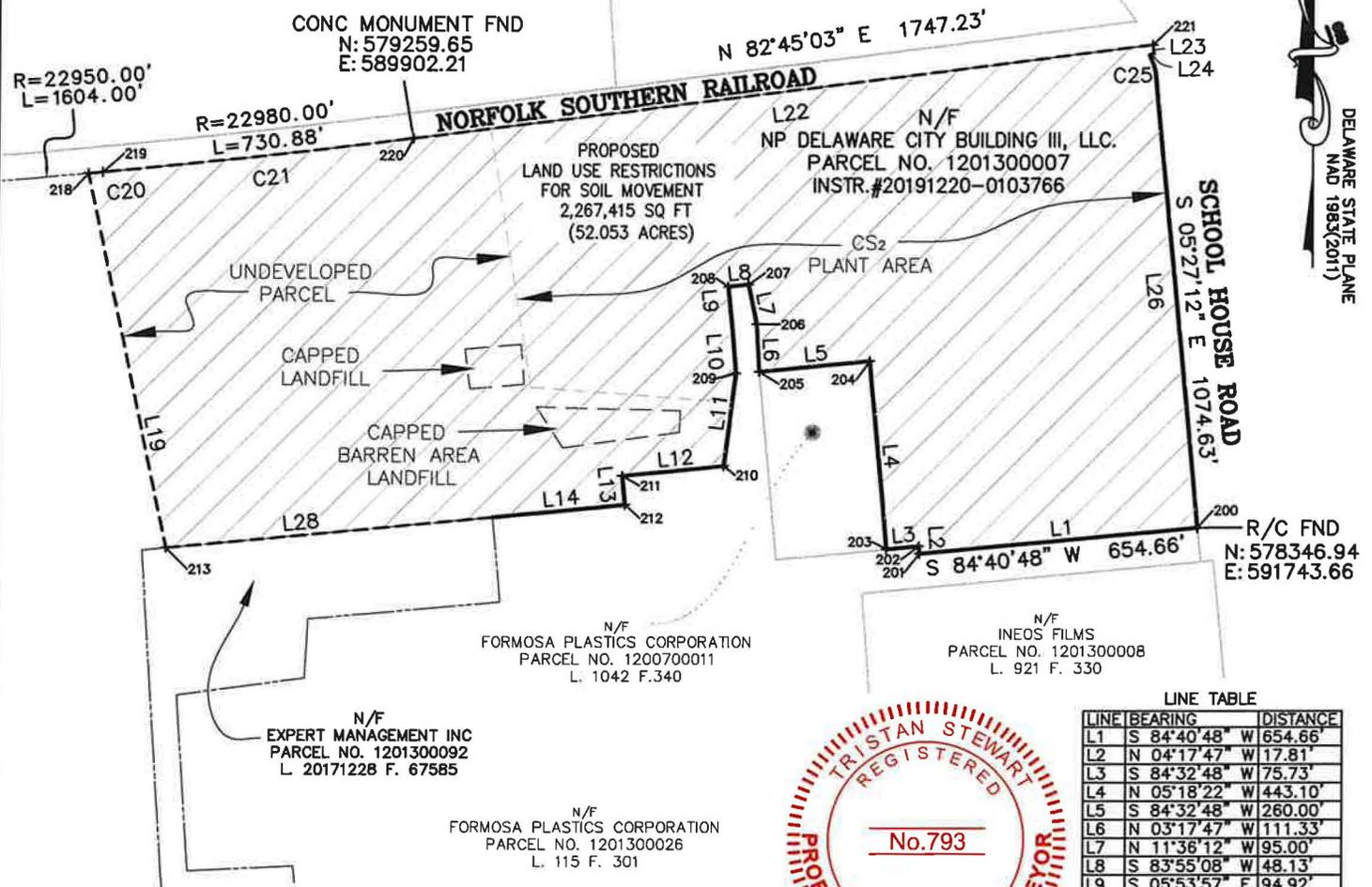


Exhibit A  
Property

# PROPERTY EXHIBIT A

N/F  
DELAWARE CITY  
TERMINALING COMPANY LLC  
PARCEL NO. 1200700023

N/F  
DELAWARE CITY  
TERMINALING COMPANY LLC  
PARCEL NO. 1200700007



DELAWARE STATE PLANE  
NAD 1983(2011)

CONC MONUMENT FND  
N: 579259.65  
E: 589902.21

R=22950.00'  
L=1604.00'

R=22980.00'  
L=730.88'

N 82°45'03" E 1747.23'

**NORFOLK SOUTHERN RAILROAD**

PROPOSED  
LAND USE RESTRICTIONS  
FOR SOIL MOVEMENT  
2,267,415 SQ FT  
(52.053 ACRES)

N/F  
NP DELAWARE CITY BUILDING III, LLC.  
PARCEL NO. 1201300007  
INSTR.#20191220-0103766

SCHOOL HOUSE ROAD  
S 05°27'12" E 1074.63'

UNDEVELOPED  
PARCEL

CAPPED  
LANDFILL

CAPPED  
BARREN AREA  
LANDFILL

PLANT AREA

R/C FND  
N: 578346.94  
E: 591743.66

N/F  
FORMOSA PLASTICS CORPORATION  
PARCEL NO. 1200700011  
L. 1042 F.340

N/F  
INEOS FILMS  
PARCEL NO. 1201300008  
L. 921 F. 330

N/F  
EXPERT MANAGEMENT INC  
PARCEL NO. 1201300092  
L. 20171228 F. 67585

N/F  
FORMOSA PLASTICS CORPORATION  
PARCEL NO. 1201300026  
L. 115 F. 301



*Tristan Stewart*  
02/01/2021

LINE TABLE

LINE	BEARING	DISTANCE
L1	S 84°40'48" W	654.66'
L2	N 04°17'47" W	17.81'
L3	S 84°32'48" W	75.73'
L4	N 05°18'22" W	443.10'
L5	S 84°32'48" W	260.00'
L6	N 03°17'47" W	111.33'
L7	N 11°36'12" W	95.00'
L8	S 83°55'08" W	48.13'
L9	S 05°53'57" E	94.92'
L10	S 04°39'52" E	109.80'
L11	S 07°12'28" W	218.43'
L12	S 84°22'58" W	239.39'
L13	S 05°27'47" E	67.88'
L14	S 84°32'13" W	310.00'
L19	N 12°06'38" W	897.36'
L22	N 82°45'03" E	1747.23'
L23	S 05°27'12" E	20.01'
L24	S 66°11'58" E	10.36'
L26	S 05°27'12" E	1074.63'
L28	S 84°32'13" W	766.17'

Point	Northing	Easting
200	578346.937	591743.657
201	578286.239	591091.817
202	578303.999	591090.483
203	578296.802	591015.096
204	578738.004	590974.120
205	578713.295	590715.296
206	578824.441	590708.895
207	578917.499	590689.787
208	578912.401	590641.928
209	578708.547	590660.612
210	578491.843	590633.206
211	578468.411	590394.966
212	578400.840	590401.428
213	578298.385	589330.145
218	579175.773	589141.880
219	579178.973	589175.829
220	579259.654	589902.212
221	579480.125	591635.476



NOTE: WITH THE EXCEPTION OF L19 THE OUTLINE OF THE PROPOSED LAND USE RESTRICTIONS FOR SOIL MOVEMENT IS CONTIGUOUS WITH THE PARCEL BOUNDARY

CURVE TABLE

CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C20	34.10'	22950.00'	0°05'06"	N 84°36'56" E	34.10'
C21	730.88'	22980.00'	1°49'20"	N 83°39'43" E	730.85'
C25	41.66'	255.00'	9°21'41"	S 19°07'13" E	41.62'

SCALE: 1"=400' JULY, 2020

# Bowman CONSULTING

PROPERTY  
**NP DELAWARE CITY BUILDING III, LLC.**  
FORMER AKZO NOBEL INC. FACILITY  
PARCEL # 1201300007  
SCHOOL HOUSE ROAD, NEW CASTLE, DE 19720

Bowman Consulting Group, Ltd.  
185 Admiral Cochrane Drive, Suite 215 Phone: 410.224.7590  
Annapolis, Maryland 21401 www.bowmanconsulting.com

ENVIRONMENTAL RESOURCES  
MANAGEMENT  
WWW.ERM.COM



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# Exhibit A

## Description of

## Property

over and across the lands of

**NP Delaware City Building III, LLC (Owner)**

**And**

**Expert Management, Inc. (Owner)**

Being part of the lands of NP Delaware City Building III, LLC and Expert Management, Inc. The first of which described in a Deed from NP Delaware City Industrial, LLC to NP Delaware City Building III, LLC dated December 17, 2019 recorded among the Land Records of New Castle County, Delaware, as instrument number 20191220-0103766. The second of which described in a Deed from AKZO Nobel Chemicals LLC to Expert Management, Inc. dated December 19, 2017 recorded among the Land Records of New Castle County, Delaware, as instrument number 2017128-0067585. Said lands being more particularly described as follows, referring all bearings of this description to the Delaware State Grid NAD 83 (2011),

Beginning at a rebar with property marker cap found at the beginning of the eighth or South 84°39'55" West, 654.66-foot line as described as described in first abovementioned Deed; thence running along and binding on the eighth line through the twenty first line the following fourteen (14) courses and distances;

1. South 84°40'48" West a distance of 654.66 feet to a point, thence
2. North 04°17'47" West a distance of 17.81 feet to a point, thence
3. South 84°32'48" West a distance of 75.73 feet to a point, thence
4. North 05°18'22" West a distance of 443.10 feet to a point, thence
5. South 84°32'48" West a distance of 260.00 feet to a point, thence
6. North 03°17'47" West a distance of 111.33 feet to a point, thence
7. North 11°36'12" West a distance of 95.00 feet to a point, thence
8. South 83°55'08" West a distance of 48.13 feet to a point, thence
9. South 05°53'57" East a distance of 94.92 feet to a point, thence
10. South 04°39'52" East a distance of 109.80 feet to a point, thence
11. South 07°12'28" West a distance of 218.43 feet to a point, thence
12. South 84°22'58" West a distance of 239.39 feet to a point, thence
13. South 05°27'47" East a distance of 67.88 feet to a point, thence
14. South 84°32'13" West a distance of 310.00 feet to a point at the end of the twenty first or South 84°31'20" West, 310.00 feet line of the first abovementioned deed instrument number 20191220-0103766. Said point also being the beginning of the eighteenth or South 05°28'40" East, 199.79-foot line of the second abovementioned instrument deed number 2017128-0067585, thence continuing along the boundary of the first abovementioned parcel and the following course and distance;
15. South 84°32'13" West a distance of 766.17 feet to a point, thence
16. North 12°06'38" West a distance of 897.36 feet to a point on the first line of the first abovementioned deed instrument number 20191220-0103766, thence running along and binding on the remainder of said first line through the seventh line of said deed the following seven (7) courses and distances;

17. 34.10 feet along the arc of a curve to the left having a radius of 22950.00 feet and a chord bearing and distance of North 84°36'56" East 34.10 feet, thence;
18. 730.88 feet along the arc of a curve to the left having a radius of 22980.00 feet and a chord bearing and distance of North 83°39'43" East 730.85 feet, thence;
19. North 82°45'03" East a distance of 1747.23 feet to a point, thence
20. South 05°27'12" East a distance of 20.01 feet to a point, thence
21. South 66°11'58" West a distance of 10.36 feet to a point, thence
22. 41.66 feet along the arc of a curve to the right having a radius of 255.00 feet and a chord bearing and distance of South 19°07'13" East 41.62 feet, thence;
23. South 05°27'12" East a distance of 1074.63 feet to The Point of Beginning; having an area of 2,267,415 Square Feet or 52.0527 Acres more or less, as shown on Exhibit B attached hereto and made a part of this reference.

*I, Tristan Stewart, professional land surveyor, hereby certify that i am a registered professional land surveyor in the State of Delaware and that the easement information on this plan is true and correct to the accuracy required by accepted surveying standards and practices and by the State of Delaware*

Tristan Stewart

02/01/2021

By: Tristan Stewart

date:

Professional Land Surveyor  
Delaware Registration No. 793  
Bowman Consulting Group,  
185 Admiral Cochrane Drive, Suite 215  
Annapolis Maryland 21401



Exhibit B  
Technical Impracticability Zone

# TECHNICAL IMPRACTICABILITY ZONE

## EXHIBIT B

N/F  
DELAWARE CITY  
TERMINALING COMPANY LLC  
PARCEL NO. 1200700023

N/F  
DELAWARE CITY  
TERMINALING COMPANY LLC  
PARCEL NO. 1200700007

CONC MONUMENT FND  
N: 579259.65  
E: 589902.21

R=22980.00'  
L=730.88'

N/F  
NP DELAWARE CITY BUILDING III, LLC.  
PARCEL NO. 1201300007  
INSTR.#20191220-0103766

PROPOSED  
TECHNICAL IMPRACTICABILITY ZONE  
924,971 SQ FT  
(21.23 ACRES)

EXPERT MANAGEMENT INC  
PARCEL NO. 12001300092  
L. 20171228 F.67585

N/F  
FORMOSA PLASTICS CORPORATION  
PARCEL NO. 1200700011  
L. 1042 F.340

N/F  
FORMOSA PLASTICS CORPORATION  
PARCEL NO. 1201300026  
L. 115 F. 301

N/F  
INEOS FILMS  
PARCEL NO. 1201300008  
L. 921 F. 330

NORFOLK SOUTHERN RAILROAD N 82°45'03" E 1747.23'

SCHOOL HOUSE ROAD  
S 05°27'12" E 1074.63'

DELAWARE STATE PLANE  
NAD 1983(2011)

R/C FND  
N: 578346.94  
E: 591743.66

Point	Northing	Easting
100	578310.516	591352.526
101	578286.239	591091.817
102	578303.999	591090.483
103	578296.802	591015.096
104	578738.004	590974.120
105	578713.295	590715.296
106	578824.441	590708.895
107	578917.499	590689.787
108	578912.401	590641.928
109	578708.547	590660.612
110	578491.843	590633.206
111	578468.411	590394.966
112	578400.840	590401.428
113	578356.768	589940.604
114	578953.330	589917.339
115	579045.344	590846.159
116	579375.547	590813.321
117	579433.832	591271.535



Tristan Stewart  
02/01/2021



LINE	BEARING	DISTANCE
L1	S 84°40'48" W	261.84'
L2	N 04°17'47" W	17.81'
L3	S 84°32'48" W	75.73'
L4	N 05°18'22" W	443.10'
L5	S 84°32'48" W	260.00'
L6	N 03°17'47" W	111.33'
L7	N 11°36'12" W	95.00'
L8	S 83°55'08" W	48.13'
L9	S 05°53'57" E	94.92'
L10	S 04°39'52" E	109.80'
L11	S 07°12'28" W	218.43'
L12	S 84°22'58" W	239.39'
L13	S 05°27'47" E	67.88'
L14	S 84°32'13" W	462.93'
L15	N 02°14'00" W	597.02'
L16	N 84°20'33" E	933.37'
L17	N 05°40'45" W	331.83'
L18	N 82°45'03" E	461.91'
L19	S 04°07'26" E	1126.23'

SCALE: 1"=300'

JULY, 2020

# Bowman CONSULTING

TECHNICAL IMPRACTICABILITY ZONE  
NP DELAWARE CITY BUILDING III, LLC.  
FORMER AKZO NOBEL INC. FACILITY  
PARCEL # 1201300007  
SCHOOL HOUSE ROAD, NEW CASTLE, DE 19720

Bowman Consulting Group, Ltd.  
185 Admiral Cochrane Drive, Suite 215 Phone: 410.224.7590  
Annapolis, Maryland 21401 www.bowmanconsulting.com

ENVIRONMENTAL RESOURCES  
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# Exhibit B

## Description of

### Technical Impracticability Zone

#### over and across the lands of

#### NP Delaware City Building III, LLC (Owner)

Being part of the lands of NP Delaware City Building III, LLC as described in a Deed from NP Delaware City Industrial, LLC to NP Delaware City Building III, LLC dated December 17, 2019 and recorded among the Land Records of New Castle County, Delaware, as instrument number 20191220-0103766. Said lands being more particularly described as follows, referring all bearings of this description to the Delaware State Grid NAD 83 (2011),

Beginning at a point on the eighth or South 84°39'55" West, 654.66-foot deed line as described in said Deed. Said point being South 84°40'48" West a distance of 392.82 feet from a rebar with property marker cap found at the beginning of said line, as now surveyed; thence running along and binding on the remainder of said eighth line, the following course;

1. South 84°40'48" West a distance of 261.84 feet to the end of said eighth line, thence running along and binding on the ninth line thru the twentieth line the following twelve (12) courses and distances;
2. North 04°17'47" West a distance of 17.81 feet to a point, thence
3. South 84°32'48" West a distance of 75.73 feet to a point, thence
4. North 05°18'22" West a distance of 443.10 feet to a point, thence
5. South 84°32'48" West a distance of 260.00 feet to a point, thence
6. North 03°17'47" West a distance of 111.33 feet to a point, thence
7. North 11°36'12" West a distance of 95.00 feet to a point, thence
8. South 83°55'08" West a distance of 48.13 feet to a point, thence
9. South 05°53'57" East a distance of 94.92 feet to a point, thence
10. South 04°39'52" East a distance of 109.80 feet to a point, thence
11. South 07°12'28" West a distance of 218.43 feet to a point, thence
12. South 84°22'58" West a distance of 239.39 feet to a point, thence
13. South 05°27'47" East a distance of 67.88 feet to the end of the twentieth line, thence running along and binding on part of the twenty first line the following course and distance;
14. South 84°32'13" West a distance of 462.93 feet to a point, thence leaving said parcel boundary running through, over and across said property the following three (3) courses and distances;
15. North 02°14'00" West a distance of 597.02 feet to a point, thence
16. North 84°20'33" East a distance of 933.37 feet to a point, thence
17. North 05°40'45" West a distance of 331.83 feet to a point on the third line of said deed, said point being North 82°45'03" East a distance of 918.45 feet from the beginning thereof, thence running along and binding on part of the third line the following course and distance;
18. North 82°45'03" East a distance of 461.91 feet to a point, thence leaving said parcel boundary running through, over and across said property again the following course and distance;

19. South 04°07'26" East a distance of 1126.23 feet to The Point of Beginning, having an area of 924,971 Square Feet or 21.234 Acres more or less, as shown on Exhibit B attached hereto and made part of this reference.

*I, Tristan Stewart, professional land surveyor, hereby certify that i am a registered professional land surveyor in the State of Delaware and that the easement information on this plan is true and correct to the accuracy required by accepted surveying standards and practices and by the State of Delaware*

*Tristan Stewart*                      *02/01/2021*

By: *Tristan Stewart*

date:

*Professional Land Surveyor  
Delaware Registration No. 793  
Bowman Consulting Group,  
185 Admiral Cochrane Drive, Suite 215  
Annapolis Maryland 21401*



Exhibit C  
Land Use Restrictions for Vapor Intrusion

# LAND USE RESTRICTIONS FOR VAPOR INTRUSION

## EXHIBIT C

N/F  
DELAWARE CITY  
TERMINALING COMPANY LLC  
PARCEL NO. 1200700023

N/F  
DELAWARE CITY  
TERMINALING COMPANY LLC  
PARCEL NO. 1200700007

CONC MONUMENT FND  
N: 579259.65  
E: 589902.21

R=22980.00'  
L=730.88'

**NORFOLK SOUTHERN RAILROAD**  
N 82°45'03" E 1747.23'

N/F  
NP DELAWARE CITY BUILDING III, LLC.  
PARCEL NO. 1201300007  
INSTR.#20191220-0103766



N/F  
EXPERT MANAGEMENT INC  
PARCEL NO. 12001300092  
L. 20171228 F.67585

N/F  
FORMOSA PLASTICS CORPORATION  
PARCEL NO. 1200700011  
L. 1042 F.340

N/F  
FORMOSA PLASTICS CORPORATION  
PARCEL NO. 1201300026  
L. 115 F. 301

N/F  
INEOS FILMS  
PARCEL NO. 1201300008  
L. 921 F. 330



*Tristan Stewart*  
02/01/2021

**SCHOOL HOUSE ROAD**  
S 05°27'12" E 1074.63'

R/C FND  
N: 578346.94  
E: 591743.66

S 84°40'48" W 654.66'

PROPOSED  
LAND USE RESTRICTIONS  
FOR VAPOR INTRUSION  
439,162 SQ FT  
(10.08 ACRES)

Point	Northing	Easting
300	578346.937	591743.657
301	578330.086	591562.691
302	578338.724	591461.277
303	578341.918	591376.447
304	578345.528	591333.316
305	578363.560	591247.955
306	578431.891	591118.822
307	578613.065	591019.133
308	578683.874	591010.455
309	578834.975	591040.611
310	578942.568	591141.526
311	578987.282	591226.408
312	579047.724	591431.384
313	579055.182	591479.631
314	579068.817	591585.870
315	579082.336	591673.452

LINE TABLE

LINE	BEARING	DISTANCE
L1	S 84°40'48" W	181.75'
L3	N 87°50'40" W	84.89'
L4	N 85°12'53" W	43.28'
L13	N 81°12'45" E	48.82'
L14	N 82°41'12" E	107.11'
L15	N 81°13'29" E	88.62'
L16	S 05°27'12" E	738.74'

CURVE TABLE

CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C2	101.78'	4942.44'	1°10'48"	N 85°07'53" W	101.78'
C5	87.44'	379.79'	1°31'27"	N 78°04'18" W	87.24'
C6	146.99'	385.80'	2°14'44"	N 62°06'52" W	146.10'
C7	210.91'	307.27'	3°19'35"	N 28°49'16" W	206.79'
C8	71.36'	631.36'	6°28'39"	N 06°59'15" W	71.34'
C9	156.24'	270.81'	3°03'21"	N 11°17'12" E	154.08'
C10	149.15'	290.56'	2°24'37"	N 43°09'55" E	147.51'
C11	95.99'	888.81'	6°11'15"	N 62°13'15" E	95.94'
C12	214.15'	949.50'	12°55'22"	N 73°34'14" E	213.70'

SCALE: 1"=300' JULY, 2020

LAND USE RESTRICTIONS FOR VAPOR INTRUSION  
NP DELAWARE CITY BUILDING III, LLC.  
FORMER AKZO NOBEL INC. FACILITY  
PARCEL # 1201300007  
SCHOOL HOUSE ROAD. NEW CASTLE, DE 19720



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# Exhibit C

## Description of

### Land Use Restrictions for Vapor Intrusion

#### over and across the lands of

#### NP Delaware City Building III, LLC (Owner)

Being part of the lands of NP Delaware City Building III, LLC as described in a Warranty Deed from NP Delaware City Industrial, LLC to NP Delaware City Building III, LLC dated December 17, 2019 and recorded among the Land Records of New Castle County, Delaware, as instrument number 20191220-0103766. Said lands being more particularly described as follows, referring all bearings of this description to the Delaware State Grid NAD 83 (2011),

Beginning at a rebar with property marker cap found at the beginning of the eighth or South 84°39'55" West, 654.66-foot line as described in said Deed; thence running along and binding on part of the eighth line the following course;

1. South 84°40'48" West a distance of 181.75 feet to a point, thence leaving said parcel boundary running through, over and across said property the following fourteen (14) courses and distances;
2. 101.78 feet along the arc of a curve to the left having a radius of 4942.44 feet and a chord bearing and distance of North 85°07'53" West 101.78 feet, thence;
3. North 87°50'40" West a distance of 84.89 feet to a point, thence
4. North 85°12'53" West a distance of 43.28 feet to a point, thence
5. 87.44 feet along the arc of a curve to the right having a radius of 379.79 feet and a chord bearing and distance of North 78°04'18" West 87.24 feet, thence;
6. 146.99 feet along the arc of a curve to the right having a radius of 385.80 feet and a chord bearing and distance of North 62°06'52" West 146.10 feet, thence;
7. 210.91 feet along the arc of a curve to the right having a radius of 307.27 feet and a chord bearing and distance of North 28°49'16" West 206.79 feet, thence;
8. 71.38 feet along the arc of a curve to the right having a radius of 631.36 feet and a chord bearing and distance of North 06°59'15" West 71.34 feet, thence;
9. 156.24 feet along the arc of a curve to the right having a radius of 270.81 feet and a chord bearing and distance of North 11°17'12" East 154.08 feet, thence;
10. 149.15 feet along the arc of a curve to the right having a radius of 290.56 feet and a chord bearing and distance of North 43°09'55" East 147.51 feet, thence;
11. 95.99 feet along the arc of a curve to the right having a radius of 888.81 feet and a chord bearing and distance of North 62°13'15" East 95.94 feet, thence;
12. 214.15 feet along the arc of a curve to the right having a radius of 949.50 feet and a chord bearing and distance of North 73°34'14" East 213.70 feet, thence;
13. North 81°12'45" East a distance of 48.82 feet to a point, thence
14. North 82°41'12" East a distance of 107.11 feet to a point, thence
15. North 81°13'29" East a distance of 88.62 feet to a point on the seventh deed line as described in the abovementioned warranty deed, thence following along and binding with said line the following course and distance
16. South 05°27'12" East a distance of 738.74 feet to the end of said seventh line also being the Point of Beginning; having an area of 439,162 Square Feet or 10.082 Acres more or less, as shown on Exhibit B attached hereto and made part of this reference.

*I, Tristan Stewart, professional land surveyor, hereby certify that i am a registered professional land surveyor in the State of Delaware and that the easement information on this plan is true and correct to the accuracy required by accepted surveying standards and practices and by the State of Delaware*

*Tristan Stewart*                      *02/01/2021*

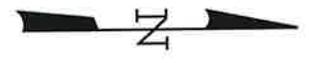
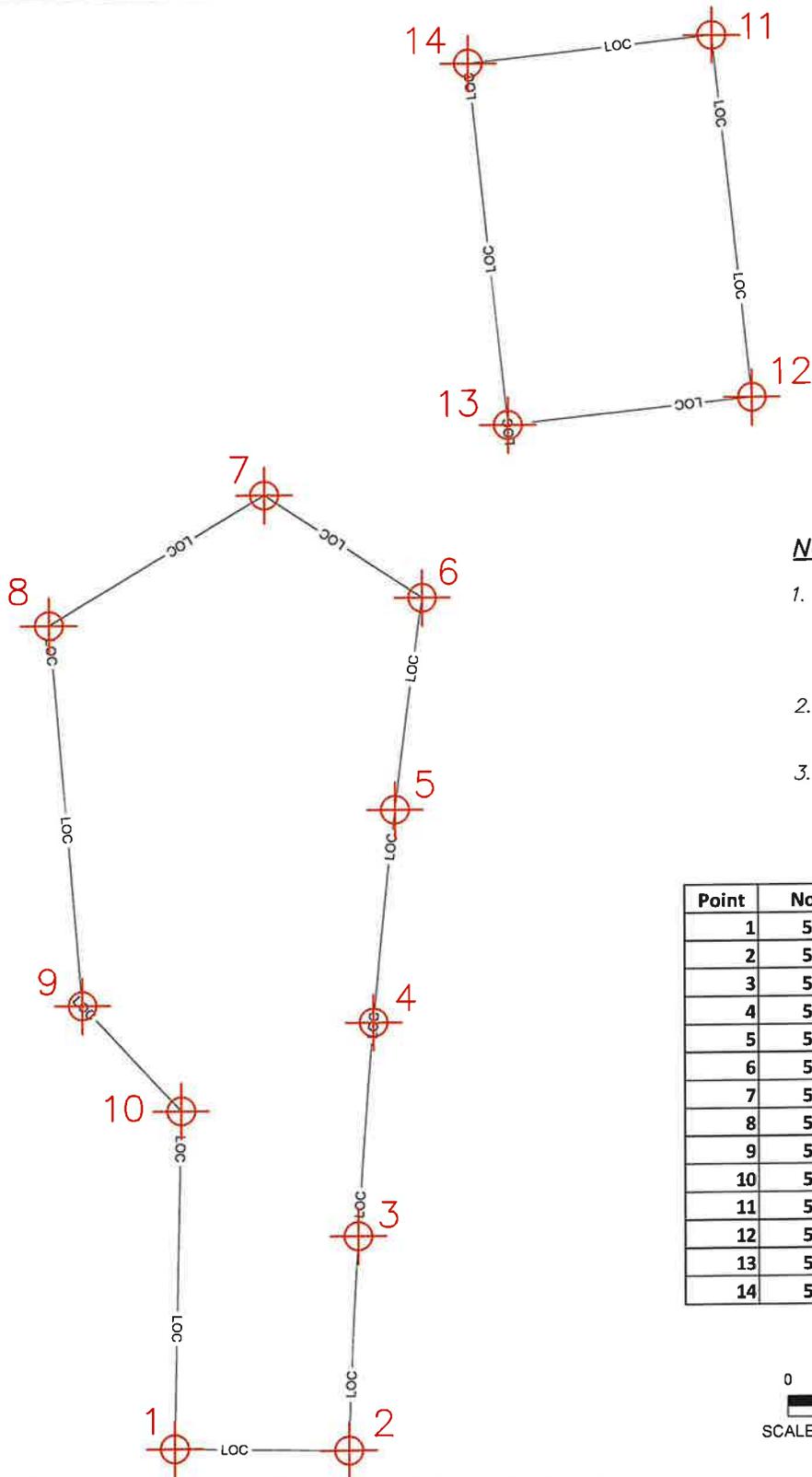
*By: Tristan Stewart*

*date:*

*Professional Land Surveyor  
Delaware Registration No. 793  
185 Admiral Cochrane Drive, Suite 215  
Annapolis Maryland 21401*



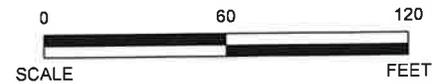
Exhibit D  
Limits of Capped Landfill and Barren-Area Landfill



**NOTES:**

1. Northing and Easting coordinates are in NAD83 State Plane Delaware (US Feet).
2. Elevations are National Geodetic Vertical Datum, '88.
3. VanDemark & Lynch, Inc. performed field surveys of the landfill and barren areas in July–October 2007.

Point	Northing	Easting	Elevation
1	578565.231	590533.324	63.88
2	578627.267	590534.251	64.06
3	578630.702	590457.660	64.11
4	578636.335	590381.199	63.94
5	578644.159	590304.931	63.45
6	578654.170	590228.920	61.66
7	578597.858	590191.781	62.11
8	578520.482	590238.094	63.42
9	578532.313	590374.562	62.73
10	578567.673	590412.503	65.11
11	578758.813	590027.577	59.13
12	578772.733	590157.867	60.95
13	578685.354	590167.202	60.25
14	578671.447	590037.124	58.22



**LEGEND**

- Loc ——— LIMIT OF CAP
- POINTS ALONG LIMIT OF CAP

**EXHIBIT D**  
**LIMITS OF CAPPED LANDFILL AND BARREN AREA**  
 NP Delaware City Building III, LLC  
 Former Akzo Nobel Inc. Facility  
 Parcel #120130007  
 SCHOOL HOUSE ROAD  
 New Castle, DE 19720

