

When recorded, return to:
Debra S. Rosen, Esquire
Archer & Greiner, P.C.
One Centennial Square
Haddonfield, NJ 08033
856-354-3084

201400003407
Filed for Record in
SCHUYLKILL COUNTY, PA
A MATTHEW DUDISH, RECORDER OF DEEDS
03-21-2014 At 09:05 am.
COVENANT 32.50
OR BK 2498 Page 1214 - 1224

201400003407
ROY GREEN
SIGNOUT

The County Parcel Identification No. of the Property is: 04-02-0036.000.

GRANTOR: City of Philadelphia, Trustee Under the Will of Stephen Girard, Deceased,
Acting By the Board of Directors of City Trusts

PROPERTY: Former Keystone Chemical Company Facility
Rapp Road, Girardville, PA

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 U.S. Environmental Protection Agency, Region III (EPA).

1. **Property affected.** The property described (Property) in this Environmental Covenant is located at Rapp Road, Girardville, Schuylkill County, Pennsylvania. The portion of the Property affected (Environmental Covenant Area) by this Environmental Covenant is defined by the legal description contained in Exhibit A and depicted as the hatched area on Exhibit B.

The postal street address of the Property [if any] is:
The latitude and longitude of the center of the Property affected by this Environmental Covenant is: 40.799264, -76.268998
The Property has been known by the following name(s): Keystone Chemical Company
The DEP Primary Facility Identification Numbers are: 3003; 621905

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.** The City of Philadelphia, Trustee Under the Will of Stephen Girard, Deceased, Acting By the Board of Directors of City Trust, is the owner of the Property and the GRANTOR and GRANTEE of this Environmental Covenant.

3. The mailing address of the owner is:

Girard Estate
21 S. 12th St., 5th Floor
Philadelphia, PA 19107.

4. **Description of Contamination & Remedy.**

The Property was originally used for the disposal of coal refuse but was also mined for coal in the early 1970s. From 1978 to 1986, the Property operated intermittently under previous ownership as a waste oil recovery/hazardous waste treatment and disposal facility. Hazardous wastes disposed within the impoundment on the Property during those operations primarily contained heavy metals. The Pennsylvania Department of Environmental Protection (PADEP) ordered operations to cease in 1982, 1984, and permanently in 1986 following hazardous waste inspections that revealed several violations. From 1988 to 1991, closure activities were performed at the Property that included the removal of stabilized sludges and liquid wastes from the impoundment, removal of the leachate collection system and underground witness tanks, removal of remaining storage containers and fuel blending storage tanks, and the closure and demolition of sludge processing, storage, and associated staging areas. Additional monitoring wells were installed in 1986 and sampled through 1992. Except for trace concentrations of chloroform and toluene, no volatile organic compounds were detected in the final groundwater sampling. Heavy metals were detected in this sampling; however, none of the dissolved concentrations were above the residential used aquifer Statewide Health Standards (SHS) in the Pennsylvania Land Recycling and Environmental Remediation Standards Act (Act 2), 35 P.S. Sections 6026.101 *et seq.* After a Compliance and Monitoring Evaluation performed by PADEP in 1992 and the submission of recalculated statistical data from the 1992 sampling event, PADEP determined, and EPA agrees, that groundwater contamination was likely a result of acid mine drainage from the surrounding area and not related to operations formerly conducted at the Property. PADEP approved the cessation of further groundwater monitoring and issued a certification of closure on March 25, 1993. Contaminants remain in the soil and shallow groundwater within the Environmental Covenant Area above levels appropriate for unrestricted use and EPA has determined that institutional controls to restrict land and groundwater use are appropriate and required as part of the final remedy.

5. **Administrative Record.** The Administrative Record pertaining to the remedy selected in the Statement of Basis is on file with the United States Environmental Protection Agency, Region III, 1650 Arch Street, Philadelphia, PA 19103.

6. **Activity & Use Limitations.** The Environmental Covenant Area is subject to the following activity and use limitations, which the then current owner of the Property, and its tenants, agents, employees and other persons under its control, shall abide by:

- The Environmental Covenant Area shall not be used for residential purposes, including single-family residences, apartments or condominiums, hospitals or other medical facilities, schools, childcare centers, senior centers for the elderly, live-in nursing homes, or outdoor recreational facilities such as playgrounds and parks, unless it is demonstrated to EPA that such use will not pose a threat to human health or the environment, or adversely affect or interfere with the selected remedy, and EPA provides prior written approval for such use.
- The installation and/or operation of groundwater wells within the Environmental Covenant Area is prohibited and the groundwater beneath the Environmental Covenant Area shall not be used for any purpose other than to conduct the operation, maintenance, and monitoring activities required by PADEP and/or EPA, unless it is demonstrated to EPA that such use will not pose a threat to human health or the environment, or adversely affect or interfere with the final remedy, and EPA provides prior written approval for such use.

7. **Notice of Limitations in Future Conveyances.** Each instrument hereafter conveying any interest in the Property containing the Environmental Covenant Area 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.** Compliance with the activity and use limitations described in Section 6 of this Environmental Covenant shall be evaluated by the then-current owner on an annual basis, and the then-current owner shall submit to EPA written documentation stating whether or not the activity and use limitations in this Environmental Covenant are being abided by. In addition, thirty (30) days prior to any of the following events, the then-current owner of the Property (or any portion thereof) containing the Environmental Covenant Area shall submit notification to EPA of proposed transfer of the Property; proposed changes in use of the Property; or filing of applications for building permits for the Property and any proposals for any site work, if the building or proposed site work will affect the contamination on the Environmental Covenant Area.

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

10. **Recording & Proof & Notification.** Within 30 days after the date of EPA's approval of this Environmental Covenant, the Grantor shall file this Environmental Covenant with the Recorder of Deeds for each County in which the Property is located, and send a file-stamped copy of this Environmental Covenant to EPA within 60 days of recording. Within that time period, the Grantor also shall send a file-stamped copy to each of the following: Girardville Borough; Schuylkill County.

11. **Termination or Modification.**

(a) This Environmental Covenant is perpetual and runs with the land unless terminated or modified (including assignment) in accordance with 27 Pa. C.S. §§ 6509 or 6510, or in accordance with this paragraph. The Grantor agrees to provide EPA written notice of the pendency of any foreclosure referred to in 27 Pa. C.S. § 6509(a)(4) within seven calendar days of becoming aware of such pendency;

(b) This Environmental Covenant may be amended or terminated as to any portion of the Property that is acquired for use as state highway right-of-way by the Commonwealth provided that: (1) PADEP 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) PADEP determines that termination or modification of this Environmental Covenant will not adversely affect human health or the environment; and (3) PADEP provides 30-days advance written notice to the current property owner, each holder, and, as practicable, each person that originally signed the Environmental Covenant or successors in interest to such persons.

(c) This Environmental Covenant shall terminate upon attainment, in accordance with 35 P.S. §§ 6026.101 – 6026.908, with an unrestricted use remediation standard for the above-described contamination at the Property. PADEP must approve, in writing, of such termination.

(d) In accordance with 27 Pa. C.S. § 6510(a)(3)(i), Grantor hereby waives the right to consent to any amendment or termination of the Environmental Covenant by consent; it being intended that any amendment to or termination of this Environmental Covenant by consent in accordance with this Paragraph requires only the following signatures on the instrument amending or terminating this Environmental Covenant: (i) the Holder at the time of such amendment or termination; (ii) the then current owner of the Property and (iii) the PADEP.

12. **Notification To EPA.** The Then Current Owner shall provide EPA written notice of:

- (a) the pendency of any foreclosure referred to in 27 Pa. C.S. § 6509(a)(5) within seven calendar days of becoming aware of such pendency;
- (b) any judicial action referred to in 27 Pa. C.S. § 6509(a)(5) within seven calendar days of receiving notice of such judicial action;
- (c) any judicial action referred to in 27 Pa. C.S. § 6509(b) within seven calendar days of receiving notice of such judicial action; and
- d) termination or amendment of this Environmental Covenant pursuant to 27 Pa. C.S. § 6510 within seven calendar days of becoming aware of the pendency of such termination or amendment.

13. EPA's address. Communications with EPA regarding this Environmental Covenant shall be sent to:

Griff Miller (3LC30)
USEPA Region III
1650 Arch Street
Philadelphia PA 19103

14. Binding Effect. All the terms, covenants and conditions of this Environmental Covenant shall run with the land and shall be binding on the Owner during its period of ownership or possession of the property and the Owner's successors and assigns and each owner and any other party entitled to possession or use of the Property during its period of ownership or possession pursuant to UECA, 27 Pa. C.S. § 6505(a).

15. Severability. The paragraphs of this Environmental Covenant shall be severable and should any part hereof be declared invalid or unenforceable, the remainder shall continue in full force and effect between the parties.

ACKNOWLEDGMENTS by Owner(s) and any Holder(s), in the following form:

City of Philadelphia, Trustee Under the Will of Stephen Girard, Deceased, Acting By the Board of Directors of City Trust, Grantor

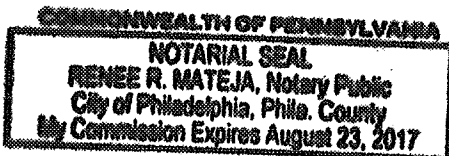
Date:

By: *J.S.M.*
Name: JOSEPH S. MARTZ
Title: EXECUTIVE DIRECTOR

COMMONWEALTH OF PENNSYLVANIA)
)
COUNTY OF PHILADELPHIA) SS:

On this 17th day of JANUARY, 2014, before me, the undersigned officer, personally appeared JOSEPH S. MARTZ, 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.



Renee R. Mateja
Notary Public

City of Philadelphia, Trustee Under the Will of Stephen Girard, Deceased, Acting By the Board of Directors of City Trust, Grantee

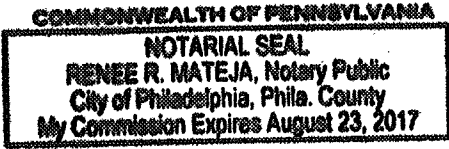
Date:

By: Joseph S. Martz
Name: JOSEPH S. MARTZ
Title: EXECUTIVE DIRECTOR

COMMONWEALTH OF PENNSYLVANIA)
)
COUNTY OF Philadelphia) SS:

On this 17th day of JANUARY, 2014, before me, the undersigned officer, personally appeared JOSEPH S. MARTZ, 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.



Renee A. Mateja
Notary Public

Date: 3.11.14

APPROVED, by the United States Environmental Protection Agency, Region III

By: [Signature]

Name: John A. Armstead

Title: Director, Land and Chemicals Division

COMMONWEALTH OF PENNSYLVANIA)

COUNTY OF Philadelphia)

SS:

On this 11th day of March, 2014, before me, the undersigned officer, personally appeared John A. Armstead, who acknowledged himself to be the Director, Land and Chemicals Division of the United States Environmental Protection Agency, Region III, whose name is subscribed to this Environmental Covenant, and acknowledged that he executed same for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal.

[Signature]
Notary Public

I hereby CERTIFY that this document is recorded in the office of the Recorder of Deeds in and for the County of Schuylkill and Commonwealth of Pennsylvania

[Signature]
A. Matthew Dudish
Recorder of Deeds



COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
Patricia J. Schwenke, Notary Public
City of Philadelphia, Philadelphia County
My commission expires August 14, 2014

Exhibit A

ALL THAT CERTAIN parcel or piece of land, situate in the James Chapman Tract, in the Township of Butler, Schuylkill County, Pennsylvania, bounded and described as follows:

BEGINNING at an iron pin, a property corner of other lands of Girard Estate, and in the Northern right-of-way line of Township Road 423, said point being North 30°08' West 702.41 feet from Girard Estate Iron Monument No.87; thence through land of the Girard Estate the following twenty-two courses and distances:

- 1) North 2°50' East 432.60 feet to an iron pin,
- 2) North 60°16' East 361.38 feet to an iron pin, located in the center line of a 100 foot P.P.&L. right-of-way,
- 3) North 53°00' East 30.18 feet to an iron pin,
- 4) North 39°04' East 278.66 feet to an iron pin,
- 5) North 39°17' East 350.97 feet to an iron pin,
- 6) North 44°36' East 739.67 feet to an iron pin,
- 7) South 87°55' East 144.24 feet to an iron pin,
- 8) North 59°34' East 118.36 feet to an iron pin,
- 9) North 44°24' East 160.54 feet to an iron pin,
- 10) North 65°08' East 201.17 feet to an iron pin,
- 11) North 68°42' East 253.63 feet to an iron pin,
- 12) South 88°56' East 205.20 feet to an iron pin,
- 13) South 89°21' East 179.28 feet to an iron pin,
- 14) North 74°33' East 100.27 feet to an iron pin,
- 15) North 66°38' East 140.44 feet to an iron pin,
- 16) North 84°45' East 119.06 feet to an iron pin, located in the Northern line of a 60 foot Reading Railroad right-of-way,
- 17) along the said Reading Railroad by a curve to the right, having a radius of 731.10 feet, and a chord of South 39°15' West 166.37 feet to an iron pin,
- 18) along the said Reading Railroad South 45°47' West 622.26 feet to an iron pin,
- 19) South 27°26' East 179.99 feet to an iron pin,
- 20) South 71°26' East 86.08 feet to an iron pin,
- 21) South 49°30' East 143.33 feet to an iron pin,
- 22) South 43°08' East 237.90 feet to an iron pin, located in the Northern right-of-way line of said Township Road; thence along the said Township Road for the following twelve courses and distances:
 - 1) by a variable radius curve having a chord of South 65°02' West 127.40 feet to an iron pin,
 - 2) by a variable radius curve having a chord of South 71°31' West 260.06 feet to an iron pin,
 - 3) by a variable radius curve having a chord of South 61°58' West 236.04 feet to an iron pin,
 - 4) by a variable radius curve having a chord of North 87°35' West 112.61 feet to an iron pin,

- 5) by a variable radius curve having a chord of South 62°45' West 127.28 feet to an iron pin,
- 6) by a curve to the right, having a radius of 653.68 feet and a chord of South 70°19' West 121.14 feet to an iron pin,
- 7) South 75°38' West 118.75 feet to an iron pin,
- 8) By a curve to the left, having a radius of 264.91 feet, and a chord of South 61°06' West 123.91 feet to an iron pin,
- 9) South 48°35' West 108.98 feet to an iron pin,
- 10) by a curve to the right, having a radius of 219.79 feet, and a chord of South 67°43' West 116.30 feet to an iron pin, located in the Southern right-of-way line of said Railroad,
- 11) South 79°16' West 101.17 feet to an iron pin, located in the Northern right-of-way line of said Railroad,
- 12) by a curve to the left, having a radius of 110.72 feet, and a chord of South 59°09' West 76.16 feet to an iron pin, and other lands of said Girard Estate; thence along the said Girard Estate land for the following five courses and distances:
 - 1) North 39°57' West 102.38 feet to an iron pin,
 - 2) South 61°36' West 342.62 feet to an iron pin,
 - 3) along the said P.P.&L. right-of-way line North 64°31' West 222.38 feet to an iron pin,
 - 4) South 55°27' West 425.94 feet to an iron pin,
 - 5) South 39°09' West 253.90 feet to an iron pin, located in the Northern right-of-way line of said Township Road; thence along the said Township Road by a variable radius curve having a chord of South 73°54' West 104.65 feet to the point of beginning, CONTAINING 49.251 acres, on the James Chapman Tract as shown on map attached hereto and made a part thereof;

EXCEPTING all that certain parcel or piece of land, situate in the James Chapman Tract, in the Township of Butler, Schuylkill County, Pennsylvania, bounded and described as follows:

BEGINNING at a point in the James Chapman Tract in the Northerly right-of-way line of the Reading, Blue Mountain and Northern Railroad Company, located South 81°09'51" East a distance of 15,373.31 feet from an existing old set stone at the Southwest corner of the Girard Estate Lands (A/K/A the Southwest corner of the Hiltzsimer Warrantee); thence, from the place of beginning:

- 1) North 45°07'33" West 188.95 feet to a point,
- 2) North 25°25'44" East 21.49 feet to a point,
- 3) North 37°21'55" East 180.88 feet to a point,
- 4) North 41°14'25" East 73.45 feet to a point,
- 5) North 45°49'24" East 84.93 feet to a point,
- 6) North 48°59'09" East 234.14 feet to a point,
- 7) North 59°42'19" East 38.65 feet to a point,
- 8) North 71°17'27" East 42.52 feet to a point,
- 9) North 78°58'51" East 84.60 feet to a point,
- 10) North 77°25'35" East 46.24 feet to a point,
- 11) North 69°11'57" East 41.28 feet to a point,
- 12) North 57°30'23" East 45.33 feet to a point,

CERTIFICATION OF PARCEL NUMBERS ONLY

DOES NOT CERTIFY CONTENTS
OF THIS DOCUMENT

SCHUYLKILL COUNTY ASSESSMENT BUREAU

- 13) South $15^{\circ}28'37''$ West 25.46 feet to a point,
- 14) South $25^{\circ}04'44''$ West 43.54 feet to a point,
- 15) thence north of and parallel with the Railroad Loading Siding Track, South $18^{\circ}43'40''$ West 89.66 feet to a point in the aforementioned Northerly right-of-way of the Reading, Blue Mountain and Northern Railroad Company,
- 16) South $51^{\circ}13'31''$ West 93.00 feet to a point,
- 17) thence crossing said Railroad Loading Siding Track, South $39^{\circ}01'58''$ East 10.00 feet to a point in the aforementioned Northerly right-of-way; thence in the said Northerly right-of-way line of the Reading, Blue Mountain and Northern Railroad Company, the following three courses and distances:
 - 1) South $44^{\circ}42'06''$ West 113.79 feet to a point in same,
 - 2) South $43^{\circ}45'37''$ West 441.12 feet to a point in same,
 - 3) South $42^{\circ}24'53''$ West 65.79 feet to the place of beginning, CONTAINING 3.4730 acres.

Coordinate List - WGS84		
ID	longitude	latitude
1	-76.26720479	40.79964621
2	-76.26712541	40.79988477
3	-76.26707023	40.79999668
4	-76.26705278	40.8000653
5	-76.26718348	40.79999036
6	-76.26731824	40.79994187
7	-76.26747786	40.79990453
8	-76.26777223	40.79984225
9	-76.26791334	40.79979618
10	-76.26802793	40.79973559
11	-76.26862013	40.7992768
12	-76.26882252	40.79910162
13	-76.26898107	40.79893999
14	-76.26933523	40.79852279
15	-76.26936291	40.79846768
16	-76.27093123	40.79947964
17	-76.2699307	40.80038384
18	-76.26941019	40.8004008
19	-76.26905988	40.80058702
20	-76.26868822	40.80092526
21	-76.26805521	40.80119636
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23	-76.26649086	40.80153387
24	-76.26645617	40.80023799

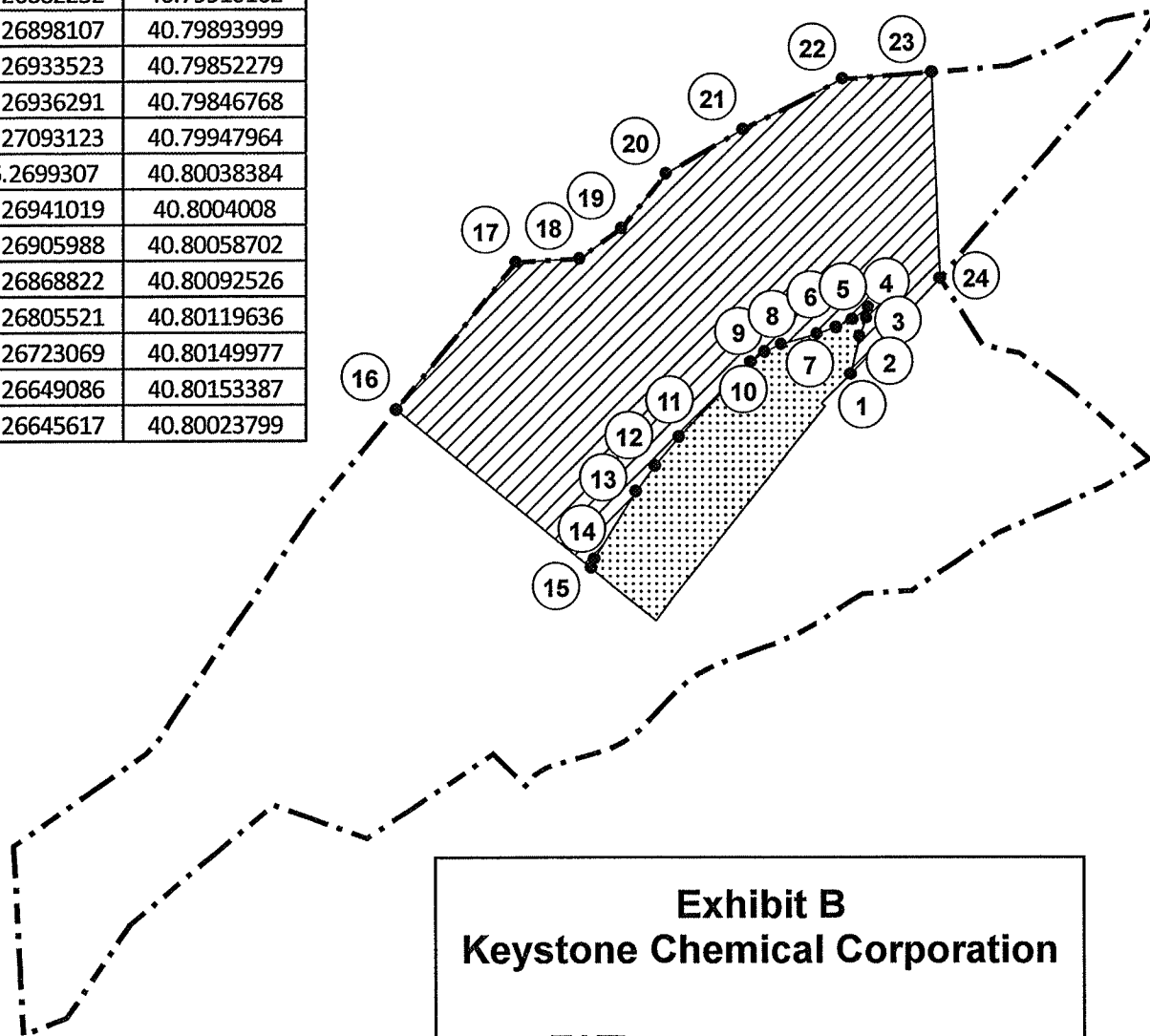


Exhibit B
Keystone Chemical Corporation

- Keystone Property Boundary
- Environmental Covenant Area
- Reading Anthracite Parcel

