LANCASTER COUNTY RECORDER OF DEEDS OFFICE

Ann M. Hess, Recorder of Deeds CUSTOMER RECEIPT

Receipt #: 1810421146

Printed: 12/11/2018 09:12:52 AM

Collected: 12/11/2018 09:12:51 AM

Paid By: CLAUDIA REIF Submitted By: Claudia Reif Transaction #: 3835690 Operator ID: dixonj2

Payment Comment:

Charges

Type: EASEMENT/RIGHT OF WAY

Instrument: 6432887

Recorded: 12/11/2018 09:12:51 AM

of Pages: 14

CRC #6544 WRIT TAX

CRC #6544

\$0.50 RECORDING FEE: EASEMENT/RIGHT OF

RIF #6543

\$2.00

WAY

PA SURCHARGE #6548

\$40.25 EXTRA PAGE FEE

SUBTOTAL \$78.75

Total Charges for Document(s):

\$78.75

\$3.00

\$13.00

\$20.00

Payment

Check 595279

\$78.75

Totals

Total Amount Due:

Total Amount Paid:

Refund ():

\$78.75

\$78.75

\$0.00

Ann M. Hess

Lancaster County Recorder of Deed's

150 N. Queen St. Suite 315

Lancaster, PA 17603 Phone: 717-299-8238 Fax: 717-299-8393



Lancaster County

Ann M. Hess Recorder of Deeds 150 N. Queen St. Suite 315

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Fax: 717-299-8393



INSTRUMENT #: 6432887

RECORDED DATE: 12/11/2018 09:12:51 AM



LANCASTER COUNTY ROD

OFFICIAL RECORDING COVER PAGE

Page 1 of 15

Document Type: EASEMENT/RIGHT OF WAY Transaction Reference: National Standard, LLC

Document Reference:

RETURN TO: (creif@foxrothschild.com)
**PLEASE NOTE: Recorded documents with completed Cover Pages are returned via email to the email address(es) identified above.

Claudia Reif

747 Constitution Drive

Suite 100

Exton, PA 19341 610-458-6195

Transaction #:

Document Page Count:

3835690 - 1 Doc(s)

14

Operator Id:

dixonj2 SUBMITTED BY: (creif@foxrothschild.com)

Claudia Reif

747 Constitution Drive

Suite 100

Exton, PA 19341

610-458-6195

* PROPERTY DATA:

Parcel ID #:

Municipality: School District:

* ASSOCIATED DOCUMENT(S):

FEES / TAXES:	
CRC #6544	\$2.00
RIF #6543	\$3.00
WRIT TAX	\$0.50
RECORDING FEE:	1
EASEMENT/RIGHT OF WAY	\$13.00
PA SURCHARGE #6548	\$40.25
EXTRA PAGE FEE	\$20.00
Total:	\$78.75

INSTRUMENT #: 6432887

RECORDED DATE: 12/11/2018 09:12:51 AM

I hereby CERTIFY that this document is recorded in the Recorder of Deeds Office in Lancaster County, Pennsylvania.



Ann M. Hess

Recorder of Deeds

PLEASE DO NOT DETACH

THIS PAGE IS NOW PART OF THIS LEGAL DOCUMENT

NOTE: If document data differs from cover sheet, document data always controls. *COVER PAGE DOES NOT INCLUDE ALL DATA, PLEASE SEE INDEX AND DOCÚMENT AFTER RECORDING FOR ADDITIONAL INFORMATION

When recorded, return to:

Sharon Oras Morgan, Esquire Fox Rothschild LLP 919 N. Market Street, Suite 300 Wilmington, DE 19801

The County Parcel Identification No. of the Property is: 450-24732-0-0000 **GRANTOR:** National-Standard Company, n/k/a/ National Standard LLC **PROPERTY ADDRESS:** 1000 East Main Street, Mount Joy, 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 United States Environmental Protection Agency (EPA).

1. **Property affected**. The property affected (Property) by this Environmental Covenant is located in Mount Joy Borough, Lancaster County.

The latitude and longitude of the center of the Property is: Latitude: 40° 06' 30.9" N, Longitude: -76° 28' 41.7" W.

The Property has been known by the following name(s): Mount Joy Impoundment

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:** National Standard LLC is the Owner of the Property and the GRANTOR and GRANTEE of this Environmental Covenant.
 - 3. The mailing address of the owner is:
 Ms. Kristin J. Pelizza
 Environmental Programs Manager
 National Standard LLC
 27501 Bella Vista Parkway
 Warrenville, IL 60555-1609

4. <u>Description of Contamination and Remedy</u>. The Property contains a closed hazard waste surface impoundment (impoundment). The impoundment received manufacturing process waste containing acidic and alkaline liquids, and heavy metals. The impoundment was closed in 1989/1990 in accordance with the provisions of the closure/post closure plan approved by the Pennsylvania Department of Environmental Protection (Department). Closure activities included: removal and disposal of waste material, liner, concrete base, and contaminated soil; backfilling with clean soil/stone; and construction of a multi-layer RCRA cap. Not all contaminated soil was removed during closure of the impoundment, therefore, post-closure care is required for the Property.

Groundwater surrounding the impoundment is contaminated with chloride, manganese, sodium, sulfate, and boron.

Owner has operated a groundwater contamination abatement program, a pump and treat system, since 1985. Groundwater is extracted from the area of contamination around the closed impoundment and sent to the Mount Joy Wire wastewater treatment plant for treatment and discharge. Since February 2013, the extracted groundwater has been used at the Mount Joy Wire facility for process water (beneficial reuse) prior to treatment at the wastewater treatment facility.

The Property is subject to the requirements of Solid Waste Permit No. PAR 000 514 182 (Permit), a post-closure permit issued by the Department. The Permit requires continued operation of the groundwater abatement program until groundwater is remediated to the standards established in the Permit.

The administrative record pertaining to the EPA Final Decision and Response to Comments for the National Standard, LLC, Mount Joy Wire Impoundment (FDRTC) is located at:

US EPA Region III 1650 Arch Street Philadelphia, PA 19103

- 5. <u>Activity and Use Limitations</u>. The Property 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:
 - (a) The Property shall not be used for residential purposes;
- (b) Groundwater at the Property shall not be used for any purpose, including but not limited to use as a potable water source, other than to: a) operate the groundwater abatement system, including beneficial reuse of extracted groundwater as process water at Mount Joy Wire Corporation; and b) to conduct the maintenance and monitoring activities required by EPA or the Department;

- (c) No new wells will be installed at the Property unless it is demonstrated to EPA or the Department that such wells are necessary to perform post closure activities and EPA or the Department provides prior written approval to install such wells;
- (d) The Property shall not be used in any way that will adversely affect or interfere with the integrity and protectiveness of the impoundment cap, the groundwater monitoring system, or the groundwater abatement system; unless it is demonstrated to EPA or the Department that such use will not pose a threat to human health or the environment and EPA or the Department provides prior written approval for such disturbance; and
- (e) All earth moving activities at the Property, including excavation, drilling and construction activities, shall be conducted in a manner such that the activity will not pose a threat to human health and the environment or adversely affect or interfere with requirements of Solid Waste Permit No. PAR 000 514 182. No such activities shall take place at the Property unless EPA or the Department provides prior written approval.
- 6. <u>Notice of Limitations in Future Conveyances</u>. 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.
- Compliance Reporting. By the end of every third January following EPA's approval of this Environmental Covenant, the then current owner of the Property shall submit to EPA and the Department, written documentation stating whether or not the activity and use limitations in this Environmental Covenant are being abided by. In addition, within 21 days after a) written request by EPA or the Department, b) transfer of title of the Property or of any part of the Property affected by this Environmental Covenant, c) noncompliance with paragraph 5 (Activity and Use Limitations), or d) an application for a permit or other approval for any building or site work that could affect contamination on any part of the Property, the then current owner shall send a report to EPA, the Department and any Holder. The report shall state whether or not there is compliance with paragraph 5. If there is noncompliance, the report will state the actions that will be taken to assure compliance.
- 8. <u>Access by EPA and the Department</u>. In addition to any rights already possessed by EPA and the Department, this Environmental Covenant grants to EPA and the Department a right of reasonable access of the Property in connection with implementation or enforcement of this Environmental Covenant.
- 9. Recording and Notification of Recording. Within 30 days after the date that EPA approves this Environmental Covenant, National Standard LLC 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 90 days of EPA's approval of this Environmental Covenant. Within 90 days after this Environmental Covenant has been filed with the Recorder of Deeds for each County

in which the Property is located, National Standard LLC shall send a file-stamped copy to each of the following: Mt. Joy Borough, Lancaster County, and the Department.

10. <u>Termination or Modification</u>.

- (a) This Environmental Covenant runs with the land unless terminated or modified in accordance with 27 Pa. C.S. §§ 6509 or 6510. The then current owner of the Property shall provide EPA written notice of 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.
- (b) 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) EPA.

11. The Department.

- (a) <u>Notification</u>. The then current owner shall provide the Department 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) <u>Enforcement</u>. A civil action for injunctive or other equitable relief for violating this Environmental Covenant may be maintained by the Department.
- 12. **EPA and the Department's addresses**. Communications with EPA and the Department regarding this Environmental Covenant shall be sent to:

US EPA Region III 1650 Arch Street Philadelphia, PA 19103 Department of Environmental Protection Waste Management Program Southcentral Regional Office 909 Elmerton Avenue Harrisburg, PA 17110

13. <u>Severability</u>. 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, in the following form:

NATIONAL STANDARD LLC, Owner/Grantor/Grantee

Date: 11/19/2018

Kristin/ Pelizza

Environmental Programs Manager

COMMONWEALTH OF PENNSYLVANIA

CAMMANDE DUI OHL

) SS:

BETTINA L. DUNN, Netary Public Can of Philade Tragens. County

of this Law of Love 2018, before me, the undersigned officer, personally appeared Kristin J. Pelizza, on behalf of National Standard LLC, Owner, who acknowledged herself to be the person whose name is subscribed to this Environmental Covenant, and acknowledged that she executed same for the purposes therein contained.

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

Notary Public

"OFFICIAL SEAL"
KIMBERLY D. CHRISTIE
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 10/4/2019

APPROVED, by the United States	Environmental Protection Agency
Date:	John A. Armstead John Mills Community Communit
COMMONWEALTH OF PENNSY COUNTY OF PHILADELPHIA	YLVANIA))) SS:
On this 26 day of Moverber personally appeared John A. Arms	, 2018, before me, the undersigned officer, tead, who acknowledged himself to be the person environmental Covenant, and acknowledged that he
In with	tness whereof, I hereunto set my hand and official seal.
	Betting L Dann
	Notary Public

COMMONWEALTH OF PENNSYLVANIA

NOTARIAL SEAL
BETTINA L. DUNN, Notary Public
City of Philadelphia, Phila. County
My Commission Expires December 17, 2020



1. # MA

NATIONAL STANDARD LLC
ENVIRONMENTAL COVENANT
EXHIBIT A
DESCRIPTION OF PROPERTY



Dennis W. Sklar, Inc. Professional Land Surveying

2837 Ogden Avenue, Bensalem, PA. 19020 Phone: (215) 268-7988 ~ Fax: (215) 268-7966 ~ Cell: (215) 651-6791

E-mail: dwspts@comcast.net

METES & BOUNDS DESCRIPTIONS

NATIONAL STANDARD COMPANY - COUNTY PARCEL 450-24732-0-000 PROPERTY - RIGHT OF WAY - RESTRICTED "IMPOUNDMENT AREA"

PROPERTY DESCRIPTION

BEGINNING AT A POINT HAVING COORDINATES OF NORTH: 284,787.22 FEET & EAST: 2,324,129.32 FEET ON THE PENNSYLVANIA STATE PLANE COORDINATE SYSTEM (NAD 83_2011 - SOUTH ZONE) SAID POINT MEASURED ON A COURSE (RELATIVE TO PENNSYLVANIA GRID NORTH) OF NORTH 89 DEGREES 03 MINUTES 17 SECONDS EAST AT A DISTANCE (AS MEASURED UPON THE GROUND) OF 46.23 FEET ALONG THE NORTHERLY SIDE OF PARCEL ACCOUNT NUMBER 540-07069-0-000 FROM A POINT INTERSECTING THE SOUTHEASTERLY CORNER OF PARCEL ACCOUNT NUMBER 450-90771-0-0000; THE SOUTHWESTERLY CORNER OF PARCEL ACCOUNT NUMBER 450-73142-0-0000 AND THE NORTHERLY SIDE OF PARCEL ACCOUNT NUMBER 540-07069-0-000; THENCE

FROM THE POINT OF BEGINNING THE FOLLOWING 4 COURSES AND DISTANCES AS FOLLOWS TO WIT:

- 1. NORTH 07 DEGREES 33 MINUTES 16 SECONDS WEST AT A DISTANCE OF 303.86 FEET TO A POINT: THENCE
- 2. NORTH 82 DEGREES 19 MINUTES 16 SECONDS EAST AT A DISTANCE OF 193.52 FEET TO A POINT; THENCE
- 3. SOUTH 07 DEGREES 34 MINUTES 59 SECONDS EAST AT A DISTANCE OF 326.72 FEET TO A POINT; THENCE
- 4. SOUTH 89 DEGREES 03 MINUTES 17 SECONDS WEST AT A DISTANCE OF 194.98 FEET TO THE FIRST MENTIONED POINT AND PLACE OF BEGINNING.

CONTAINING 61,039.44 SQUARE FEET OR 1.4013 ACRES MORE OR LESS.

UNDER AND SUBJECT TO ALL EASEMENTS, RESTRICTIONS, CONDITIONS AND COVENANTS OF RECORD.

THE MEASURED ANGLE BETWEEN PENNSYLVANIA GRID NORTH AND DEED NORTH (BOOK 3318 - PAGE 299) IS 06 DEGREES 45 MINUTES 49 SECONDS (CLOCKWISE).



Dennis W. Sklar, Inc. Professional Land Surveying

2837 Ogden Avenue, Bensalem, PA. 19020 Phone: (215) 268-7988 ~ Fax: (215) 268-7966 ~ Cell: (215) 651-6791 E-mail: dwspis@comcast.net

RIGHT OF WAY DESCRIPTION

BEGINNING AT A POINT HAVING COORDINATES OF NORTH: 285,088.44 FEET & EAST: 2,324,089.38 FEET ON THE PENNSYLVANIA STATE PLANE COORDINATE SYSTEM (NAD 83_2011 - SOUTH ZONE) SAID POINT MEASURED THE FOLLOWING 2 COURSES (RELATIVE TO PENNSYLVANIA GRID NORTH) AND DISTANCES (AS MEASURED UPON THE GROUND) FROM A POINT INTERSECTING THE SOUTHEASTERLY CORNER OF PARCEL ACCOUNT NUMBER 450-90771-0-0000; THE SOUTHWESTERLY CORNER OF PARCEL ACCOUNT NUMBER 450-73142-0-0000 AND THE NORTHERLY SIDE OF PARCEL ACCOUNT NUMBER 540-07069-0-000:

- 1. ALONG THE NORTHERLY SIDE OF PARCEL ACCOUNT NUMBER 540-07069-0-000 NORTH 89 DEGREES 03 MINUTES 17 SECONDS EAST AT A DISTANCE OF 46.23 FEET TO A POINT ALONG SAME; THENCE
- 2. NORTH 07 DEGREES 33 MINUTES 16 SECONDS WEST AT A DISTANCE OF 303.86 FEET TO THE POINT OF BEGINNING; THENCE

FROM THE POINT OF BEGINNING THE FOLLOWING 4 COURSES AND DISTANCES AS FOLLOWS TO WIT:

- 1. NORTH 07 DEGREES 36 MINUTES 07 SECONDS WEST (CROSSING THE SOUTHERLY RIGHT OF WAY LINE OF E. MAIN STREET AT A DISTANCE OF 329.99 FEET FROM THE BEGINNING OF THIS COURSE) AT A DISTANCE OF 359.99 FEET TO A POINT IN THE CENTERLINE OF E. MAIN STREET; THENCE
- 2. ALONG THE CENTERLINE OF E. MAIN STREET NORTH 82 DEGREES 23
 MINUTES 53 SECONDS EAST AT A DISTANCE OF 31.43 FEET TO A POINT
 ALONG SAME: THENCE
- 3. SOUTH 07 DEGREES 36 MINUTES 07 SECONDS EAST (CROSSING THE SOUTHERLY RIGHT OF WAY LINE OF E. MAIN STREET AT A DISTANCE OF 30.00 FEET FROM THE BEGINNING OF THIS COURSE) AT A DISTANCE OF 359.95 FEET TO A POINT; THENCE
- 4. SOUTH 82 DEGREES 19 MINUTES 16 SECONDS WEST AT A DISTANCE OF 31.43 FEET TO THE FIRST MENTIONED POINT AND PLACE OF BEGINNING.

CONTAINING 11,313.89 SQUARE FEET OR 0.2597 ACRES MORE OR LESS.



Dennis W. Sklar, Inc. Professional Land Surveying

2837 Ogden Avenue, Bensalem, PA. 19020 Phone: (215) 268-7988 ~ Fax: (215) 268-7966 ~ Cell: (215) 651-6791 E-mail: dwspls@comcast.net

RESTRICTED AREA DESCRIPTION - THE "IMPOUNDMENT AREA" RESTRICTING A PORTION OF COUNTY PARCEL 450-24732-0-000

BEGINNING AT A POINT HAVING COORDINATES OF NORTH: 284,855.48 FEET & EAST: 2,324,120.27 FEET ON THE PENNSYLVANIA STATE PLANE COORDINATE SYSTEM (NAD 83_2011 - SOUTH ZONE) SAID POINT MEASURED THE FOLLOWING 2 COURSES (RELATIVE TO PENNSYLVANIA GRID NORTH) AND DISTANCES (AS MEASURED UPON THE GROUND) FROM A POINT INTERSECTING THE SOUTHEASTERLY CORNER OF PARCEL ACCOUNT NUMBER 450-90771-0-0000; THE SOUTHWESTERLY CORNER OF PARCEL ACCOUNT NUMBER 450-73142-0-0000 AND THE NORTHERLY SIDE OF PARCEL ACCOUNT NUMBER 540-07069-0-000:

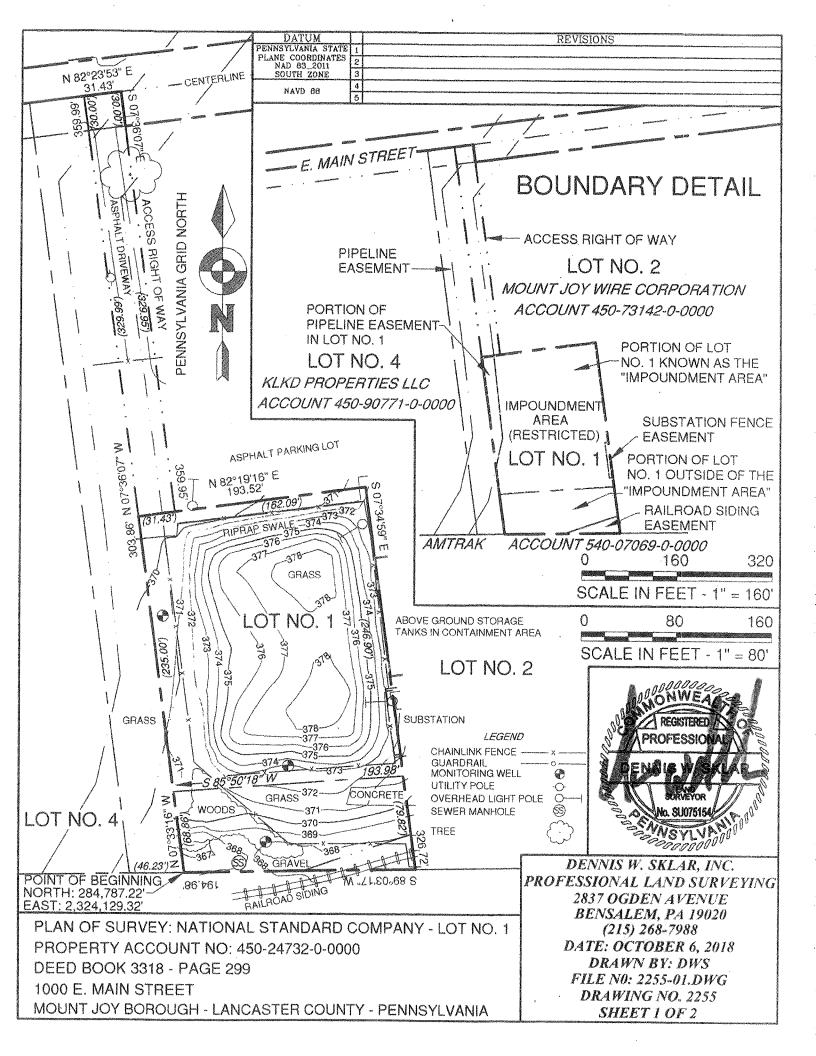
- 1. ALONG THE NORTHERLY SIDE OF PARCEL ACCOUNT NUMBER 540-07069-0-000 NORTH 89 DEGREES 03 MINUTES 17 SECONDS EAST AT A DISTANCE OF 46.23 FEET TO A POINT ALONG SAME; THENCE
- 2. NORTH 07 DEGREES 33 MINUTES 16 SECONDS WEST AT A DISTANCE OF 68.86 FEET TO THE POINT OF BEGINNING: THENCE

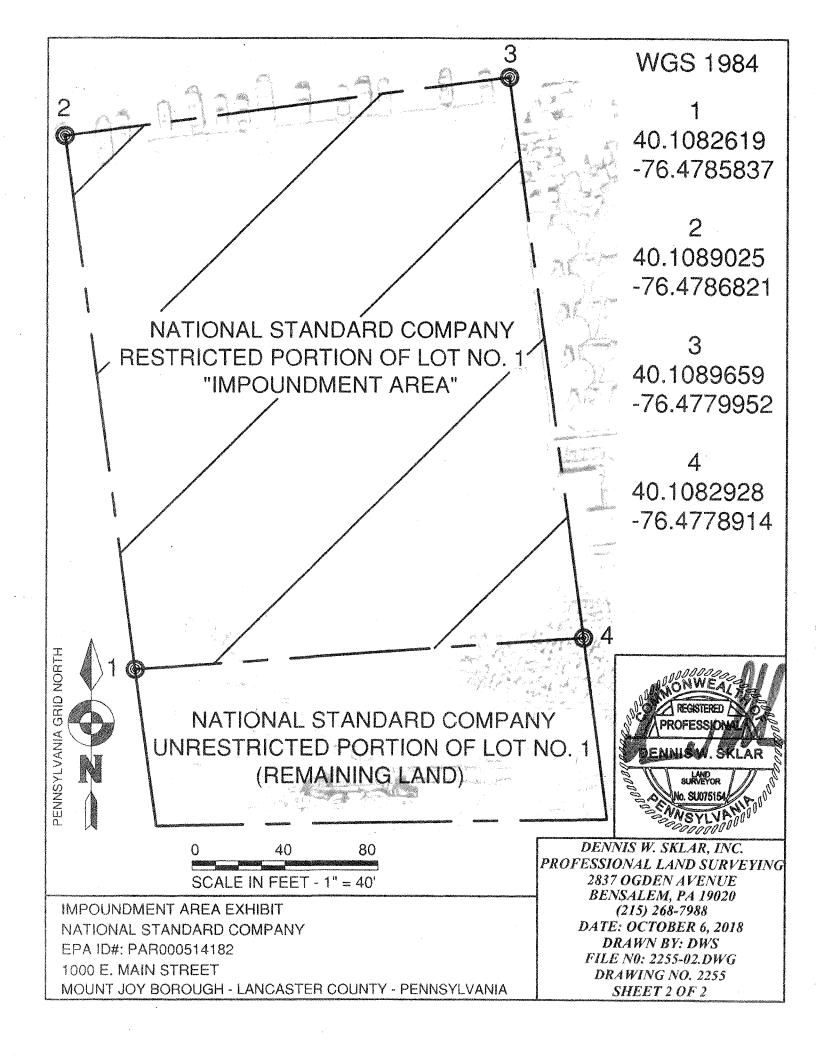
FROM THE POINT OF BEGINNING THE FOLLOWING 4 COURSES AND DISTANCES AS FOLLOWS TO WIT:

- NORTH 07 DEGREES 33 MINUTES 16 SECONDS WEST AT A DISTANCE OF 235.00 FEET TO A POINT; THENCE
- 2. NORTH 82 DEGREES 19 MINUTES 16 SECONDS EAST AT A DISTANCE OF 193.52 FEET TO A POINT; THENCE
- 3. SOUTH 07 DEGREES 34 MINUTES 59 SECONDS EAST AT A DISTANCE OF 246.90 FEET TO A POINT; THENCE
- 4. SOUTH 85 DEGREES 50 MINUTES 18 SECONDS WEST AT A DISTANCE OF 193.98 FEET TO THE FIRST MENTIONED POINT AND PLACE OF BEGINNING.

CONTAINING 46,643.06 SQUARE FEET OR 1.0708 ACRES MORE OR LESS.

NATIONAL STANDARD LLC ENVIRONMENTAL COVENANT EXHIBIT B MAP OF THE PROPERY





EPA ID# PAR00051482 - NATIONAL STANDARD COMPANY					
IMPOUNDMENT AREA	NORTHING U.S.	EASTING U.S.	NORTH	WEST	
VERTEX NUMBER	SURVEY FEET	SURVEY FEET	LATITUDE	LONGITUDE	
1	284855.48	2324120.27	40.1082619	-76.4785837	
2	285088.44	2324089.38	40.1089025	-76.4786821	
3	285114.30	2324281.16	40.1089659	-76.4779952	
4	284869.55	2324313.74	40.1082928	-76.4778914	
1 .	284855.48	2324120.27	40.1082619	-76.4785837	
				13.7	

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Eagleview Corporate Center 747 Constitution Drive, Suite 100 P.O. Box 673 Exton, PA 19341-0673 T: 610.458.7500 F: 610.458.7337 www.foxrothschild.com

Claudia B. Reif, Paralegal Direct Dial: (610) 458-6195

Email Address: creif@foxrothschild.com

December 6, 2018

Lancaster County Recorder of Deeds 150 N. Queen Street, Suite 315 Lancaster, PA 17608

Re: Parcel # 450-24732-0-000

Environmental Covenant

Dear Sir/Madam:

Enclosed for recording please find an original Environmental Covenant relating to the above referenced parcel owned by National Standard LLC. Also enclosed is an official Lancaster County Cover Page and our check in the amount of \$78.75 representing payment of the recording fee.

Please return the original Environmental Covenant after it has been recorded in your office, along with a receipt for your recording fees. I have enclosed a self-addressed, stamped envelope for this purpose.

If you have any questions, please do not hesitate to contact me.

Very truly yours,

Claudia B. Reif

Paralegal

Encls.

		The street will be a second
		, ·
		to provide the control of