

BUCKS COUNTY RECORDER OF DEEDS

55 East Court Street
Doylestown, Pennsylvania 18901
(215) 348-6209

Instrument Number - 2014060393

Recorded On 10/30/2014 At 1:24:23 PM

* Total Pages - 10

* Instrument Type - DEED AGREEMENT - NO PROPERTY TRANSFER

Invoice Number - 687970

User - TLF

* Grantor - U S STEEL CORP

*

* Customer - EASTBURN & GRAY

FEE'S

RECORDING FEES \$84.00

TOTAL PAID \$84.00

Bucks County UPI Certification
On October 29, 2014 By SEC

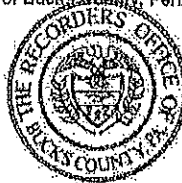
This is a certification page

DO NOT DETACH

This page is now part
of this legal document.

RETURN DOCUMENT TO:
EASTBURN & GRAY

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



Joseph J. Szafran, Jr.
Recorder of Deeds

* - Information denoted by an asterisk may change during
the verification process and may not be reflected on this page.

0FB753



Return to:

**Kellie A. McGowan, Esquire
Eastburn and Gray, PC
60 East Court Street
P.O. Box 1389
Doylestown, PA 18901**

Tax Map Parcel No. 13-051-001

ENVIRONMENTAL COVENANT

GRANTOR: United States Steel Corporation
PROPERTY ADDRESS: One Ben Fairless Drive, Falls Twp. Bucks County, 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 Pennsylvania Department of Environmental Protection (Department).

1. **Property affected.** The property affected (Property) by this Environmental Covenant is located in Falls Twp., Bucks County.

The postal street address of the Property is: One Ben Fairless Drive, Fairless Hills, PA 19030. The County Parcel Identification No. of the Property is: 13-051-001. The latitude and longitude of the center of the Property affected by this Environmental Covenant is: Lat: 40°9'24.927"N, Long: 74°44'48.167"W. It has a PADEP Effects Primary Facility No. 726731.

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

- Former U.S. Steel Fairless Works
- Keystone Industrial Port Complex

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.** United States Steel is the owner of the Property. The mailing address(es) of the Owner(s) is/are: One Ben Fairless Drive, Fairless Hills, PA 19030.

3. **Description of Contamination & Remedy.**

The Site is part of an industrial park and only non-residential uses of the Site are permitted for the future. The U. S. Steel Site has been designated as a non-use aquifer since April 1999. Currently, there are no withdrawals of groundwater for potable or non-potable purposes between the up gradient boundary of U. S. Steel Site and the Delaware River. Furthermore, the use of on-Site groundwater is restricted and all present and future use of groundwater from any source on the property shall be prohibited except for purposes of monitoring groundwater quality, as necessary. An environmental investigation of Site-wide groundwater was conducted prior to the recording of this deed in accordance with the Pennsylvania Land Recycling and Environmental Remediation

Standards Act ("Act 2"). Samples were analyzed for VOC, SVOCs, and metals identified as RCRA Appendix IX analytes during the attainment sampling. The PADEP non-residential non-use aquifer statewide MSCs for Site-Wide Groundwater has been met for all VOCs, SVOCs, and metals identified as RCRA Appendix IX analytes with the exception of benzo(b)fluoranthene, benzo(gh,i)perylene, benzo(k)fluoranthene, chrysene, and dibenzo(a,h)anthracene. Based on historic site activities, historic environmental investigations, recent site investigation activities, and results of the PENTOXSD model demonstrating compliance with Chapter 16 Surface Water Quality Standards, attainment of the site-specific standard (via pathway elimination) has been demonstrated for all VOC, SVOCs, and metals identified as RCRA Appendix IX analytes. The scope and nature of the Act 2 investigation is demonstrated in Exhibit B, which shows the locations and extent of the investigation.

By deed recordation, the uses of the subject property will be restricted to non-residential purposes and prohibit groundwater use.

4. **Activity & Use Limitations.** The Property is subject to the following activity and use limitations, which the Owner and each subsequent owner of the Property shall abide by:

- Grantor its successors and assigns shall not withdraw, use for human or animal consumption, industrial, agricultural or commercial applications, or otherwise disturb the groundwater on, upon or under the Premises, for any purpose whatsoever with the exception of performing groundwater monitoring as necessary.
- Grantor hereby restricts the uses of this property to use as a non-residential property, as defined as, "any real property on which commercial, industrial, manufacturing or any other activity is done to further the development, manufacturing, or distribution of goods and services, intermediate and final business activities, research and development, warehousing, shipping, transport, remanufacturing, stockpiling of raw materials, storage, repair and maintenance of commercial machinery and equipment, and solid waste management. This term shall not include schools, day care centers, nursing homes or other residential-style facilities or recreational areas." All residential use of the property for the housing of human beings is prohibited.

5. **Notice of Limitations in Future Conveyances.** 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.

6. **Compliance Reporting.** After written request by the Department, the then current owner of the Property shall submit, to the Department, written

documentation stating whether or not the activity and use limitations in this Environmental Covenant are being abided by. In addition, within 1 month after any of the following events, the then current owner of the Property shall submit, to the Department, written documentation of: noncompliance with the activity and use limitations in this Environmental Covenant; transfer of the Property; 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 Property subject to this Environmental Covenant.

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

8. **Recordation & Proof & Notification.** Within 30 days after the date of the Department's approval, the Owner(s) 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 the Department within 60 days of recordation. Within that time period, the Owner(s) also shall send a file-stamped copy to each of the following: each Municipality and County in which the Property is located; any Holder identified in this Environmental Covenant; each person holding a recorded interest in the Property; and each person in possession of the Property.

9. **Termination or Modification.** This environmental covenant may only be terminated or modified in accordance with Section 9 of UECA, 27 Pa. C.S. § 6509

10. **Department's address.** Communications with the Department regarding this Environmental Covenant shall be sent to: PADEP, ECP Manager, 2 East Main Street, Norristown, PA 19401

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

For United States Steel Corporation
As "Owner" "Grantor"

Date:

By: SWB

Print Name: Stephen W. Bilan

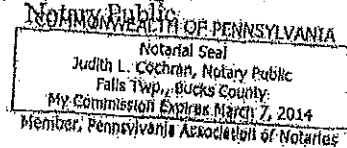
Title: General Manager

COMMONWEALTH OF PENNSYLVANIA)
)
COUNTY OF Bucks) SS:

On this 12th day of May, 2011, before me, the undersigned officer, personally appeared Stephan B. O'Neil [Owner, 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.

Judith L. Cochran



~~COMMONWEALTH OF PENNSYLVANIA)
)
COUNTY OF _____) SS:~~

~~On this ___ day of _____, 20___, before me, the undersigned officer, personally appeared _____ [Holder, 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.~~

~~_____
Notary Public~~

Property Owner: United States Steel Corporation
Property Address: One Ben Fairless Drive
Falls Township
Bucks County

APPROVED, by Commonwealth of Pennsylvania,
Department of Environmental Protection
By: *Stephan Sinding* Date: 8-31-11
Name: Stephan Sinding
Title: Environmental Cleanup Program Manager
PADEP - SERO

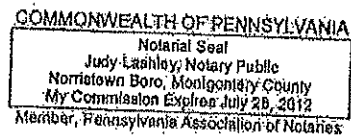
COMMONWEALTH OF PENNSYLVANIA

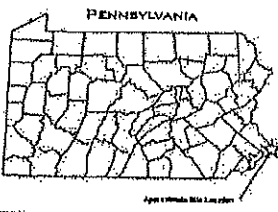
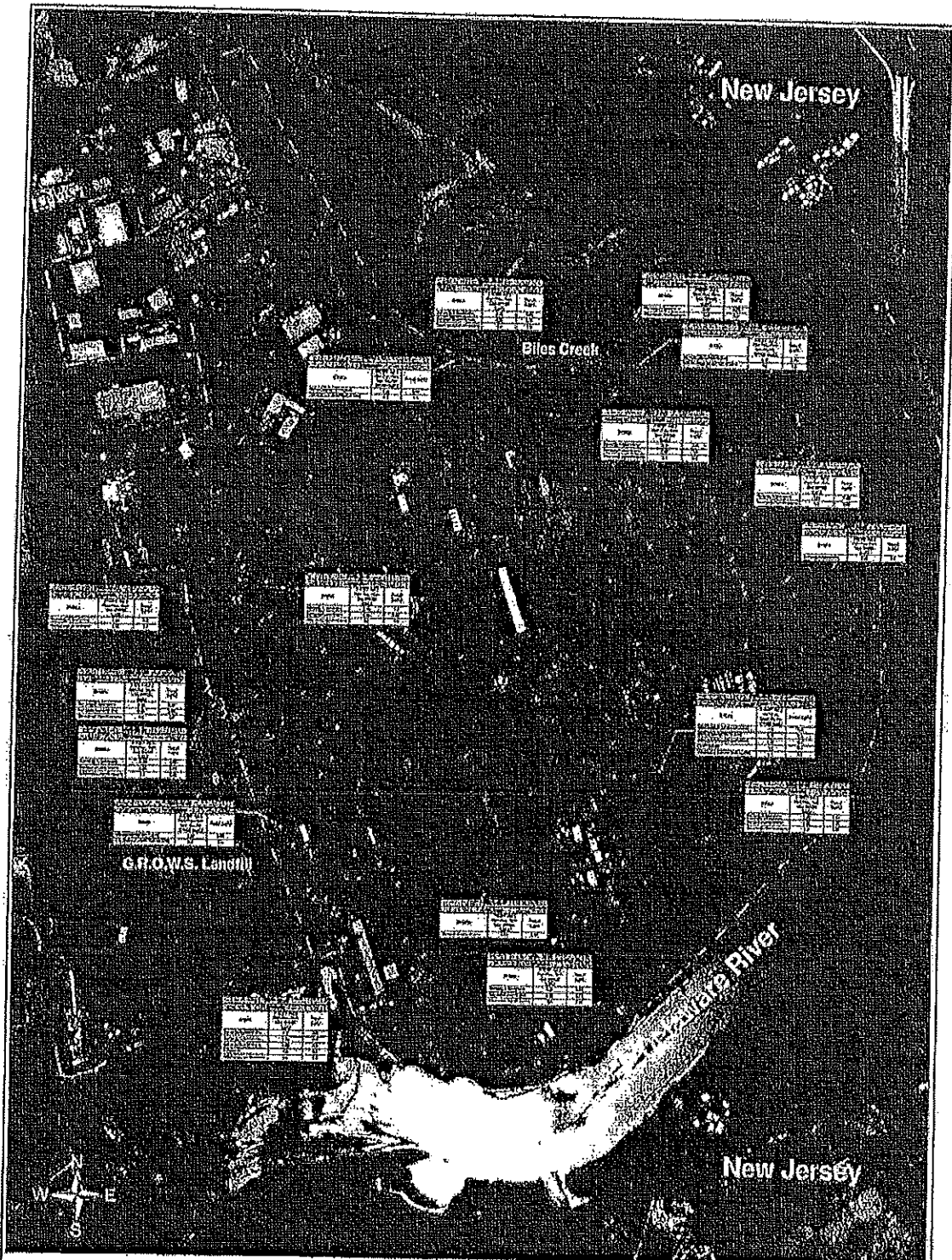
COUNTY OF MONTGOMERY

On this 31st day of August, 2011, before me, the undersigned officer, personally appeared Stephan Sinding who acknowledged himself to be the Manager of the Environmental Cleanup Program of the Commonwealth of Pennsylvania, Department of Environmental Protection, Southeast Regional Office, 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.

Judy Lashley
Notary Public





Legend

- Ground Water Sampling
- Monitoring Well Locations (10' Diameter) or 4" Diameter
- Monitoring Well Screen Location

NOTES

1. Data for this report was derived from the M&E data base files.
2. Data for this report was derived from the M&E data base files.
3. Data for this report was derived from the M&E data base files.
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9. Data for this report was derived from the M&E data base files.
10. Data for this report was derived from the M&E data base files.

Exhibit B - Non-Potential Non-Use Aquifer Groundwater
 HRC Compliance Map
 October 2008 - June 2009
 U.S. Steel Fabric Works
 KeyStone Industrial Park Complex
 Fayetteville, Pennsylvania

LANGAN
 ENGINEERS & ENVIRONMENTAL SCIENTISTS

0 709 1,418

DATE: 10/20/09
 DRAWN BY: JAC
 CHECKED BY: JAC
 SCALE: AS SHOWN

Exhibit "B"

LEGAL DESCRIPTION
OF
CONSENT ORDER BOUNDARY FOR
KEYSTONE INDUSTRIAL PORT COMPLEX

ALL THAT CERTAIN parcel of land situate in the Township of Falls, County of Bucks, Commonwealth of Pennsylvania as shown on Figure 2 – Site Plan prepared by Langan Engineering & Environmental Services, dated October 16, 2009, and described as follows to wit:

BEGINNING at a corner, said corner being located westerly approximately from the intersection of Tyburn Road and South Pennsylvania Avenue 800 feet plus or minus and running thence, 1) along the right of way line of Tyburn Road, N 88°01'26" E, a distance of 229.74 feet to a point; 2) along same, S 84°20'05" E, a distance of 122.13 feet to a point; 3) along same, S 80°32'04" E, a distance of 159.09 feet to a point; 4) along same, on a curve to the right having a radius of 216.79 feet and an arc length of 298.85 feet and a central angle of 78°58'58" to a point; 5) along the right of way of Pennsylvania Avenue, the main access road to the Keystone Industrial Port Complex and along the toe of the slope for Biles Creek, S 12°29'13" E, a distance of 3,753.59 feet to a point; 6) along toe of slope, S 19°3'00" E, a distance of 910.13 feet to a point; 7) thence along the low water line of Biles Creek and along the low water line of the Delaware River to a point at the southeasterly end of the Boat Slip, 8) along the Boat Slip, N 30°04'18" W, a distance of 1002.15 feet to a point; 9) along same, N 00°03'02" E, a distance of 1055.93 feet to a point; 10) along same, N 89°56'58" W, a distance of 350.37 feet to a point; 11) along G.R.O.W.S Landfill, N 00°11'04" E, a distance of 300.00 feet to a point; 12) along same, N 05°57'25" W, a distance of 1293.85 feet to a point; 13) along same, N 01°09'41" E, a distance of 1387.85 feet to a point; 14) along same, N 02°19'20" W, a distance of 1490.60 feet to a point; 15) along same, N 00°53'28" W, a distance of 636.81 feet to a point; 16) along the landfill and crossing the Haul Road, N 80°17'14" W, a distance of 167.32 feet to a point; 17) along the westerly side of the Haul Road, N 09°40'26" E, a distance of 1689.43 feet to a point; 18) along the Consent Order Boundary, N 79°02'21" W, a distance of 863.36 feet to a point; 19) along same, N 02°52'59" E, a distance of 1276.32 feet to a point; 20) along same, N 88°38'10" E, a distance of 267.80 feet to a point; 21) along same, N 07°51'12" E, a distance of 186.61 feet to a point; 22) along same, N 79°41'43" E, a distance of 142.53 feet to a point; 23) along same, N 06°57'11" E, a distance of 131.64 feet to a point; 24) along same, N 31°52'47" E, a distance of 588.97 feet to a point; 25) along same, S 81°49'02" E, a distance of 934.99 feet to a point; 26) along same, S 09°27'44" E, a distance of 97.47 feet to a point; 27) along same, S 75°15'23" W, a distance of 187.85 feet to a point; 28) along same, S 04°53'57" W, a distance of 111.96 feet to a point; 29) along same, N 78°33'10" E, a distance of 336.29 feet to a point; 30) along same, N 08°10'58" E, a distance of 138.28 feet to a point; 31) along same, N 08°10'58" E, a distance of 1616.59 feet to a point; 32) along same, N 81°49'02" W, a distance of 1000.00 feet to a point; 33) along same, S 08°10'58" W, a distance of 390.00 feet to a point; 34) along same, N 81°49'02" W, a distance of 1000.00 feet to a point; 35) along same, N 08°10'58" E, a distance of

Exhibit "A"

928.38 feet to a point; 36) along same, S 88°25'01" E, a distance of 794.93 feet to a point; 37) along same, N 01°47'23" E, a distance of 738.98 feet to a point; 38) along same, S 88°12'37" E, a distance of 812.68 feet to a point; 39) along same, S 01°47'23" W, a distance of 721.62 feet to a point; 40) along same, N 78°01'23" E, a distance of 1890.42 feet to a point; 41) along same, N 68°01'23" E, a distance of 115.16 feet to a point; 42) along same, N 55°15'49" W, a distance of 1112.45 feet to a point; 43) along same, on a curve to the left having a radius of 530.00 feet and an arc length of 187.34 and a central angle of 20°15'09" to a point; 44) along same, S 75°30'58" E, a distance of 768.61 feet to a point; 45) along same, N 04°13'26" W, a distance of 1238.85 feet to a corner and the PLACE OF BEGINNING.

PROJECT NO: 2634102
DATE: May 12, 2011
AREA: 2,799.38 Acres