

OR Bk 2623 Page 1062 - 1075
Filed in SCHUYLKILL COUNTY, PA
ANN DUDISH, RECORDER OF DEEDS
04-05-2018 At 12:40 pm. Fee: 38.50
201800003970 COVENANT



When recorded, return to:
Mr. Robert Kitchen
Site Engineer
Guilford Mills, Inc. – Penn Dye & Finishing Plant
1 Penn Dye St.
Pine Grove, PA 17963

The County Parcel Identification Numbers of the Property are:

Parcel 58-05-0018, Parcel 58-05-0057, Parcel 58-05-0082, Parcel 58-05-0083, Parcel 58-05-0084, Parcel 58-05-0085, Parcel 58-05-0085.001, and Parcel 58-05-0203-003.

GRANTOR/GRANTEE: Guilford Mills, Inc.

PROPERTY ADDRESS: 1 Penn Dye Street, Pine Grove, PA 17963

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 provided in Section 5 of UECA 27 Pa. C.S. § 6505, this Environmental covenant runs with the land. As indicated later in this document, this Environmental Covenant has been approved by the U.S. Environmental Protection Agency (EPA or Agency).

1. **Property affected.** The property affected (Property) by this Environmental Covenant is located in Pine Grove, Schuylkill County, Pennsylvania and is comprised of Parcel 58-05-0018, Parcel 58-05-0057, Parcel 58-05-0082, Parcel 58-05-0083, Parcel 58-05-0084, Parcel 58-05-0085, Parcel 58-05-0085.001, and Parcel 58-05-0203-003.

The latitude and longitude of the center of the Property is: 40/33/22.31 North;
76/23/21.19 West

The Property has been known by the following name(s): Pine Grove Tanning Co., Garden State Tanning Co., Penn Dye and Finishing Plant, Gold Mills, Inc., Gold Mills, LLC.

The EPA Facility ID# is PAD002377703

A legal description of the Environmental Covenant area is included in Exhibit A, while a map and table showing the outline of the overall Property, and the outlines and

coordinates of the Environmental Covenant area and Capped Area are attached to this Environmental Covenant as Exhibit B.

2. **Property Owner / GRANTOR / GRANTEE.** Guilford Mills, Inc. is the Owner of the Property and the GRANTOR/GRANTEE of this Environmental Covenant.

3. The mailing address of the Owner is: 1 Penn Dye Street, Pine Grove, PA 17963.

4. **Description of Contamination & Remedy.** In 1989 Guilford Mills, Inc. discovered soil and groundwater contamination had occurred at the Property as the result of industrial operations. Guilford Mills, Inc. entered into a Consent Decree with EPA and completed various investigations and remedial actions to address this contamination. As a result of these efforts, the groundwater and soil contamination at the Property has been significantly reduced. However, tetrachloroethylene (PCE), trichloroethylene (TCE), 1,1-dichloroethene (1,1-DCE), cis-1,2-dichloroethene (cis-1,2-DCE), and vinyl chloride (VC) were found at levels exceeding their applicable Maximum Contaminant Levels (MCLs), promulgated at 40 C.F.R. Part 141 pursuant to Section 1412 of the Safe Drinking Water Act, 42 U.S.C. §300g-1, in a limited number of groundwater monitoring wells, and their applicable Regional Screening Level for residential soil in areas covered by an existing asphalt cap.

On September 29, 2015, EPA selected a final remedy for the Property in a Final Decision and Response to Comments. The final remedy requires the continued pumping and treatment of groundwater until MCLs are met or EPA determines such activity is no longer necessary, maintaining the existing asphalt cap in compliance with the EPA-approved Post-Remediation Care Program (PRCP) and implementing land and groundwater use restrictions designed to minimize the potential for human exposure to contaminants.

Records pertaining to the contamination and the final remedy are located or available through EPA, Region III, 1650 Arch Street, Philadelphia, PA 19103.

5. **Activity and Use Limitations.** The Property identified in Paragraph 1 is subject to the following activity and use limitations and requirements, which the then current owner of the Property, and its tenants, agents, employees and other persons under its control, shall abide by:

- The Property shall not be used for residential purposes;
- Groundwater may be used for industrial purposes; however, groundwater shall not be used as potable water;
- Comply with the terms of the PRCP;
- On an annual basis and when requested by PADEP or EPA, submit a written certification of compliance with all terms of the final remedy; and
- The Property shall not be used in any way that would adversely affect the protectiveness of the final remedy.

6. **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.

7. **Compliance Reporting.** By the end of each March following the Agency's approval of this Environmental Covenant, the then current owner of the Property shall submit to EPA the groundwater sampling results, and written documentation stating whether or not the activity and use limitations in this Environmental Covenant are being abided by for the previous calendar year. In addition, within 21 days after a) written request by EPA, 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), d) an application for a permit or other approval for any building or site work that could affect contamination on any part of the Property, the then current owner will send a report to EPA and any Holder. The report will 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. **Access by EPA and the Department.** In addition to any rights already possessed by the EPA and the Department, this Environmental Covenant grants to the 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 of the Agency's approval of this Environmental Covenant, Guilford Mills, Inc. 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 Agency within 90 days of the Agency'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, Guilford Mills, Inc. also shall send a file-stamped copy to each of the following: Pine Grove Borough and Schuylkill County, the EPA, and PADEP.

10. **Termination or Modification.**

(a) This Environmental Covenant runs with the land unless terminated or modified in accordance with 27 Pa. C.S. § 6509 or 6510, or in accordance with this paragraph.

(b) 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 Agency.

11. **The Department Notification and Enforcement.**

(a) Notification. 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) Enforcement. 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 Address.** Communications with the EPA regarding this Environmental Covenant shall be sent to: EPA, Region III, 1650 Arch Street (3LC30), Philadelphia, PA 19103, Attn: Mr. Griff Miller. Communications with the Department shall be sent to: Environmental Cleanup Manager, PADEP Northeast Regional Office, 2 Public Square, Wilkes-Barre, PA 18701.

13. **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 Guilford Mills, Inc.

Date: _____
Guilford Mills, Inc., Grantor/Grantee
By: [Signature]
Name: SHANE MORAN
Title: VP Lear Performance Products

North Carolina
COMMONWEALTH OF PENNSYLVANIA) [other state, if executed outside PA]
COUNTY OF BRUNSWICK) SS:

On this 2 day of February, 2018, before me, the undersigned officer, personally appeared Shane Moran 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.

[Signature]
Notary Public
exp 11/29/2020



APPROVED, by the United States Environmental Protection Agency

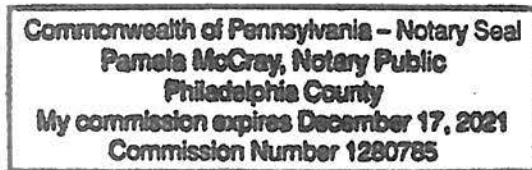
Date: 2,23,18

By: [Signature]
Name: John A. Armistead
Title: Director

COMMONWEALTH OF PENNSYLVANIA)
COUNTY OF Philadelphia) SS:

On this 23 day of February, 2018, before me, the undersigned officer, personally appeared John A. Armistead, who acknowledged himself/herself to be the Director [Title] of the United States Environmental Protection Agency Region III 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.



[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

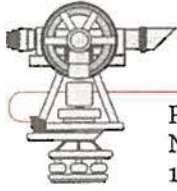


[Signature]
Ann Dudish
Recorder of Deeds

201800003970
Filed for Record in
SCHUYLKILL COUNTY, PA
ANN DUDISH, RECORDER OF DEEDS
04-05-2018 At 12:40 pm.
COVENANT 38.50
OR 8k 2623 Page 1062 - 1075
201800003970
GUILFORD MILLS INC
FEDEX# 8624-4579-7741
1 - PENN DYE STREET
PINEGROVE PA 17963

EXHIBIT A

Legal Description – Environmental Covenant Area



Crews Surveying, LLC

P.O.Box 360
New Hope, PA
18938

215-766-2477 215-493-1610
Fax: 215-766-2399

1806 Deep Run Road, Suite B
Pipersville, PA 18947



August 14, 2017

LEGAL DESCRIPTION

Environmental Covenant Area: "West of Stream"

ALL THAT CERTAIN tract or parcel of ground situate in Pine Grove Borough, Schuylkill County, Pennsylvania, being shown on a Capped Paving Plan prepared for Guilford Mills Tract, by Crews Surveying, LLC, dated August 14, 2017, and being more fully described as follows:

BEGINNING at a point on or near the existing right-of-way of North Tulpehocken Street in line of Parcel 58-05-0089.000; THENCE North $47^{\circ}11'57''$ West 313.91 feet (identified on above mentioned plan as EC1) along said street, to an Iron Pin found;

THENCE leaving said road the following five courses:

1. North $43^{\circ}28'41''$ East 121.87 feet to a Mag Nail found;
2. North $48^{\circ}53'17''$ West 699.28 feet to the point;
3. North $48^{\circ}48'43''$ West 123.09 feet to the point;
4. North $48^{\circ}48'43''$ West 234.55 feet to the point;
5. South $43^{\circ}19'27''$ West 80.72 feet to the point, on or near the existing right-of-way of North Tulpehocken Street the south westerly corner of 58-05-0058.000;

THENCE North $46^{\circ}40'33''$ West 59.42 feet along said street, to a point;

THENCE leaving said road the following thirty-seven courses:

1. North $43^{\circ}19'27''$ East 78.34 feet to the point;
2. North $48^{\circ}54'54''$ West 133.42 feet to the point;
3. North $43^{\circ}19'21''$ East 15.37 feet to the point;
4. North $46^{\circ}40'39''$ West 74.00 feet to the point;
5. South $43^{\circ}19'21''$ West 18.26 feet to the point;

6. North 48°54'54" West 160.67 feet to the point;
7. North 41°10'36" East 40.14 feet to the point;
8. South 48°54'54" East 368.07 feet to the point;
9. North 43°44'45" East 23.04 feet to a Drill Hole found;
10. South 48°48'48" East 39.98 feet to a Concrete Monument found;
11. North 43°41'12" East 130.00 feet to the point;
12. North 48°59'20" West 39.85 feet to the point;
13. North 43°30'40" East 379.66 feet to the point;
14. South 53°48'41" East 91.14 feet to the point;
15. South 41°02'03" East 141.16 feet to the point;
16. South 44°09'51" East 153.76 feet to the point;
17. South 42°11'04" East 50.09 ' feet to the point;
18. South 47°18'27" East 112.05 feet to the point;
19. South 47°31'46" East 51.11 feet to the point;
20. South 40°58'57" East 61.46 feet to the point;
21. South 46°09'12" East 61.12 feet to the point;'
22. South 48°41'29" East 76.44 feet to the point;
23. South 42°42'34" East 102.61 feet to the point;
24. South 45°52'19" East 229.07 feet to the point;
25. South 38°00'07" East 92.61 feet to the point;
26. South 29°11'51" East 97.29 feet to the point;
27. South 23°55'21" East 90.86 ' feet to the point;
28. South 10°47'03" East 66.75 ' feet to the point;
29. South 06°11'19" East 52.13 feet to the point;'
30. South 12°47'45" East 67.64 feet to the point;
31. South 16°17'45" East 202.65 feet to the point;
32. South 13°39'51" West 145.52 feet to the point;'
33. North 48°20'09" West 246.20 feet to the point;
34. South 42°39'51" West 41.25 ' feet to the point;

- 35. South $39^{\circ}08'24''$ West 20.93 feet to the point;
- 36. North $48^{\circ}56'31''$ West 119.94 feet to the point;
- 37. South $43^{\circ}25'29''$ West 131.54 feet to the point of beginning.

CONTAINING 20.1381 Acres (877,214.90 sf), more or less.

EXHIBIT B
Environmental Covenant and Capped Area

CERTIFICATION OF PARCEL NUMBERS ONLY

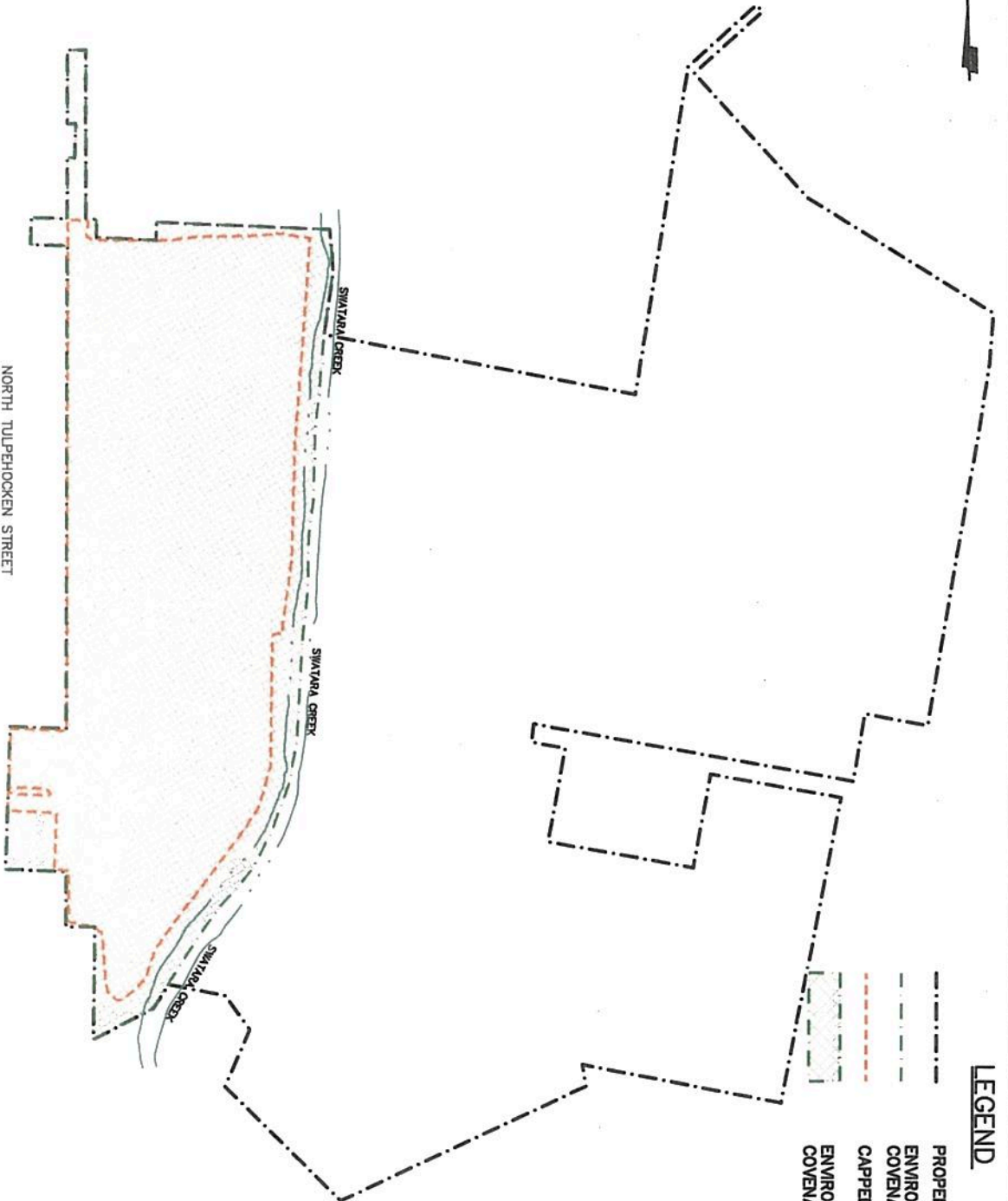
DOES NOT CERTIFY CONTENTS
OF THIS DOCUMENT

DOUGHERTY COUNTY ASSESSMENT BUREAU



LEGEND

- PROPERTY BOUNDARY
- ENVIRONMENTAL COVENANT LIMIT
- CAPPED AREA LIMIT
- ENVIRONMENTAL COVENANT AREA



ENVIRONMENTAL AND SCIENCE

P.O. Box 458
6912 Old Esdon Road
Pipersville, PA 18947 USA
1224C Pioneer Drive
Morgantown, WV 26505
www.earthres.com

PA office 215.765.1211
WV office 304.212.6865
toll free 800.264.4553

DRAWN BY:	CHECKED BY:
MAK	SPC
DATE:	PROJECT NO:
12/1/17	981013.041
DRAWING SCALE:	
1" = 350'	

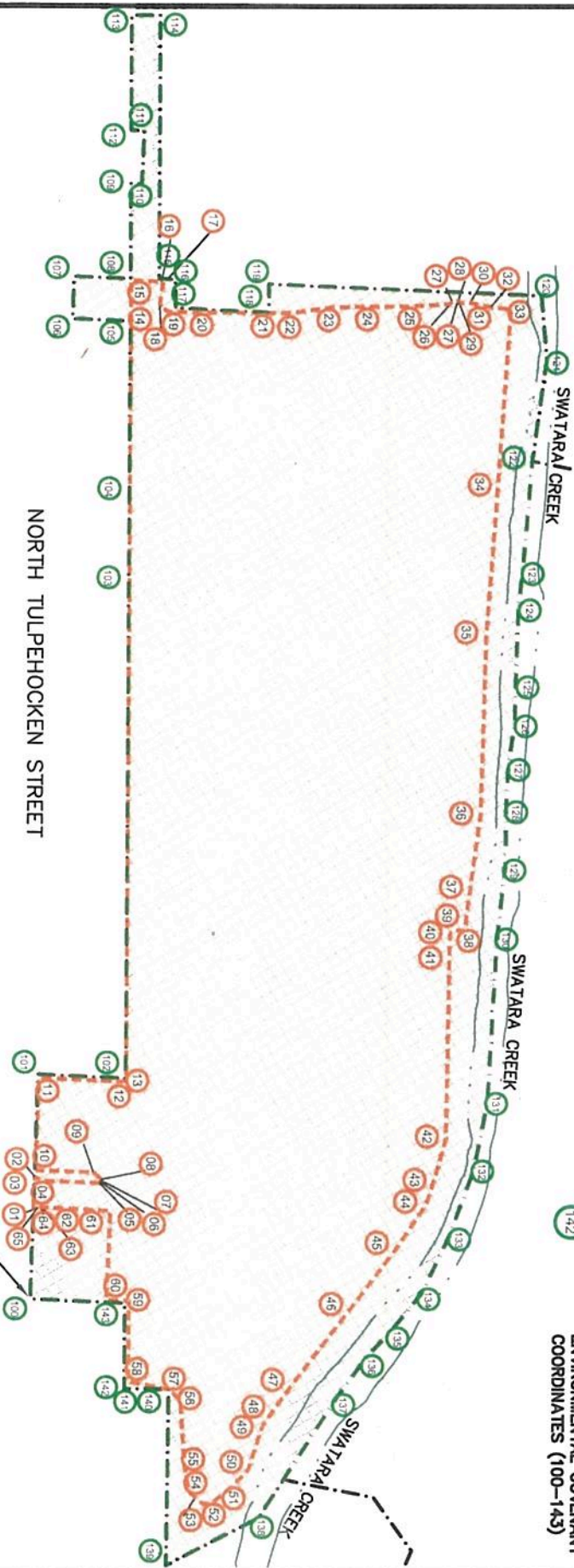
EXHIBIT B-1 ENVIRONMENTAL COVENANT AND CAPPED AREA

GULFORD MILLS-PENN DYE FINISHING PLANT
GULFORD MILLS, L.L.C.
1 PENN DYE STREET, PINE GROVE BOROUGH
SCHUYLKILL COUNTY, PENNSYLVANIA



LEGEND

- PROPERTY BOUNDARY
- ENVIRONMENTAL COVENANT LIMIT
- CAPPED AREA LIMIT
- ENVIRONMENTAL COVENANT AREA
- CAPPED AREA COORDINATES (1-65)
- ENVIRONMENTAL COVENANT COORDINATES (100-143)



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1234C Pleasanton Drive
Morgantown, WV 26505
www.earthres.com

PA office 215.766.1211
WV office 304.212.6866
toll free 800.264.4553

DRAWN BY: MAK	CHECKED BY: SRC
DATE: 12/1/17	PROJECT NO: 981013.041

ENVIRONMENTAL COVENANT AND CAPPED AREA
EXHIBIT B-2
GUILFORD MILLS-PENN DYE FINISHING PLANT
1 PENN DYE STREET, PINE GROVE BOROUGH
SCHUYLKILL COUNTY, PENNSYLVANIA

CAPPED AREA COORDINATES

Coordinate List - WGS84

ID	LATITUDE	LONGITUDE
1	N040.554447	W076.388528
2	N040.554534	W076.388646
3	N040.554535	W076.388636
4	N040.554558	W076.388590
5	N040.554700	W076.388410
6	N040.554706	W076.388406
7	N040.554712	W076.388408
8	N040.554717	W076.388414
9	N040.554713	W076.388467
10	N040.554553	W076.388669
11	N040.554799	W076.389001
12	N040.555030	W076.388709
13	N040.555045	W076.388713
14	N040.557002	W076.391558
15	N040.557094	W076.391692
16	N040.557171	W076.391592
17	N040.557181	W076.391576
18	N040.557109	W076.391497
19	N040.557121	W076.391445
20	N040.557228	W076.391317
21	N040.557403	W076.391106
22	N040.557470	W076.391028

Coordinate List - WGS84

ID	LATITUDE	LONGITUDE
23	N040.557598	W076.390917
24	N040.557713	W076.390786
25	N040.557837	W076.390643
26	N040.557945	W076.390531
27	N040.557953	W076.390540
28	N040.557974	W076.390519
29	N040.557968	W076.390507
30	N040.557999	W076.390474
31	N040.558022	W076.390434
32	N040.558050	W076.390387
33	N040.558101	W076.390312
34	N040.557608	W076.389687
35	N040.557202	W076.389176
36	N040.556726	W076.388519
37	N040.556506	W076.388274
38	N040.556383	W076.388135
39	N040.556362	W076.388168
40	N040.556338	W076.388178
41	N040.556268	W076.388079
42	N040.555799	W076.387414
43	N040.555644	W076.387285
44	N040.555578	W076.387236

Coordinate List - WGS84

ID	LATITUDE	LONGITUDE
45	N040.555368	W076.387167
46	N040.555078	W076.387091
47	N040.554719	W076.387000
48	N040.554590	W076.386962
49	N040.554550	W076.386949
50	N040.554398	W076.386830
51	N040.554304	W076.386822
52	N040.554206	W076.386828
53	N040.554180	W076.386858
54	N040.554171	W076.386952
55	N040.554231	W076.387069
56	N040.554383	W076.387323
57	N040.554375	W076.387400
58	N040.554280	W076.387567
59	N040.554486	W076.387870
60	N040.554424	W076.387945
61	N040.554663	W076.388266
62	N040.554532	W076.388437
63	N040.554478	W076.388507
64	N040.554469	W076.388516
65	N040.554457	W076.388524

ENVIRONMENTAL COVENANT COORDINATES

Coordinate List - WGS84

ID	LATITUDE	LONGITUDE
100	N040.554211	W076.388203
101	N040.554806	W076.389020
102	N040.555045	W076.388713
103	N040.556329	W076.390583
104	N040.556555	W076.390912
105	N040.556987	W076.391539
106	N040.556828	W076.391741
107	N040.556942	W076.391895
108	N040.557096	W076.391698
109	N040.557341	W076.392055
110	N040.557371	W076.392016
111	N040.557513	W076.392207
112	N040.557477	W076.392253
113	N040.557772	W076.392683
114	N040.557853	W076.392586
115	N040.557178	W076.391601
116	N040.557223	W076.391543
117	N040.557149	W076.391436
118	N040.557404	W076.391108
119	N040.557477	W076.391215

Coordinate List - WGS84

ID	LATITUDE	LONGITUDE
120	N040.558221	W076.390259
121	N040.558070	W076.389997
122	N040.557774	W076.389670
123	N040.557467	W076.389290
124	N040.557364	W076.389171
125	N040.557152	W076.388879
126	N040.557055	W076.388745
127	N040.556926	W076.388603
128	N040.556808	W076.388447
129	N040.556667	W076.388243
130	N040.556457	W076.387997
131	N040.556013	W076.387414
132	N040.555810	W076.387213
133	N040.555575	W076.387047
134	N040.555345	W076.386919
135	N040.555165	W076.386877
136	N040.555022	W076.386860
137	N040.554841	W076.386810
138	N040.554305	W076.386616
139	N040.553918	W076.386747

Coordinate List - WGS84

ID	LATITUDE	LONGITUDE
140	N040.554375	W076.387400
141	N040.554293	W076.387502
142	N040.554249	W076.387551
143	N040.554469	W076.387872



P.O. Box 468
6912 Old Easton Road
Pipersville, PA 18947 USA

1224C Pineview Drive
Morgantown, WV 26505

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PA office 215.766.1211
WV office 304.212.6866
toll free 800.264.4553

DRAWN BY:

MAK

CHECKED BY:

SRC

DATE:

12/12/17

PROJECT NO:

981013.041

DRAWING SCALE:

NOT TO SCALE

EXHIBIT B-3

ENVIRONMENTAL COORDINATE LOCATIONS

GUILFORD MILLS-PENN DYE & FINISHING
GUILFORD MILLS, LLC
1 PENN DYE STREET, PINE GROVE BOROUGH
SCHUYLKILL COUNTY, PENNSYLVANIA