

PREPARED BY AND RETURN TO:

RI Environmental Services, Inc.
215 W. Church Road
King of Prussia, PA 19406

UPI # 42-3-70.1

2016 SEP -8 AM 10:42

REORDER OF DEEDS

RETURN TO

James Spring & Wire Co

GRANTOR: James Spring & Wire, Co.

PROPERTY ADDRESS: 6 Bacton Hill Road, East Whiteland Township, Chester County, Pennsylvania

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 East Whiteland Township, Chester County.

The postal street address of the Property is: 6 Bacton Hill Road, Frazer, PA 19355

The latitude and longitude of the center of the Property affected by this Environmental Covenant is: Latitude: N 40.043302, Longitude: W 75.580668.

The Property has been known by the following name(s): James Spring & Wire, Co., and eFACTS # 617219.

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. James Spring & Wire, Co is the owner of the Property, a "Holder," as that term is defined in 27 Pa. C.S. § 6502 of this Environmental Covenant, and the GRANTOR and GRANTEE of this Environmental Covenant.

The mailing address of the owner is: PO Box 878, Frazer, PA 19355.

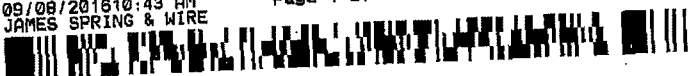
DOC # 11495593 09/08/2016 10:43 AM

Receipt #: 16-30792

Rec Fee: \$52.50

Chester County, Recorder of Deeds

11495593 B: 9386 P: 897 MSC
09/08/2016 10:43 AM Page 1 of 10
JAMES SPRING & WIRE



PREPARED BY AND RETURN TO:
RT Environmental Services, Inc.
215 W. Church Road
King of Prussia, PA 19406

RECORDER OF DEEDS
CHESTER COUNTY, PA
2013 SEP -8 AM 10:42

UPI # 42-3-70.1

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PROPERTY ADDRESS: 6 Bacton Hill Road, East Whiteland Township, Chester County, Pennsylvania

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3. **Description of Contamination & Remedy.** Owner caused its environmental consultant, RT Environmental Services, Inc. ("RT") to submit to the Department a Final Report for the purpose of attaining a cleanup standard in accordance with the requirements of Act 2 and 25 PA Code, Chapter 250, for groundwater at the Property. The Final Report presents the results of the site characterization and evaluation activities completed at the Property. From historic metal plating operations, plating wastes were directed to three septic tanks located beneath the building prior to 1975 causing residual VOCs to remain in groundwater. The septic tanks were abandoned in 1976 and removed/remediated in 1993. Between 1997 and 2010, in coordination with PADEP, the owner performed soil and groundwater investigations at the facility. The soil investigation results demonstrated that chromium levels exceeded EPA non-residential standard in soil beneath the buildings foundation. All other soil areas within the plant property contained chromium and cadmium below EPA's industrial screening levels of 5.6 mg/kg and 800 mg/kg, respectively. The area with contaminated soils exceeding the EPA Region 3 industrial soil RSL is located under the building. The building has a concrete floor which serves as a cap to prevent human exposure to the contaminants. Therefore, soil exceeding residential and industrial standards are contained.

The results of groundwater samples collected between 1997 and 2000 showed that concentrations of barium, chromium, lead, silver and cadmium were below their respective MCL, and PCE and TCE concentrations as high as 130 µg/l and 100 µg/l, respectively; were above their respective PADEP Act 2 used aquifer MSC and MCL of 5 µg/l. Analytical results of the groundwater collected from MW-5 (offsite downgradient monitoring well) between 1997 and 2000 showed that there were no contaminants of concern (COC) detected in the groundwater and that contaminant groundwater did not migrate offsite. Contaminated groundwater is confined to the Facility's property. On May 28, 2013, in coordination with EPA, the owner performed groundwater sampling from the five monitoring wells at the facility. PCE and TCE were detected in MW-1A at concentrations of 29 µg/l and 1.7 µg/l, respectively, significantly lower than those detected in April 2000. The continual reduction of PCE and TCE indicates that PCE and TCE are attenuating naturally. There were no COCs detected in the offsite downgradient monitoring well (MW-5). The May 2013 groundwater results confirm that concentrations of PCE and TCE continue to attenuate naturally and the contaminated groundwater remains confined to the Facility's property.

The Act 2 Final Report, approved on December 9, 2002, and other information concerning environmental conditions at the Property are on file and may be viewed at the Department's Southeast Regional Office, 2 East Main Street, Norristown, PA 19401 (telephone number (484) 250-5900).

4. **Activity & Use Limitations.**

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:

Soils

- a. The existing building concrete floor, the Engineering Control, must be maintained to prevent exposure to the soil beneath the concrete floor;
- b. All earth moving activities, including excavation, drilling, and construction activities, in the areas at the Facility where any contaminant remains in soil above EPA's screening levels for non-residential use shall be prohibited unless it is demonstrated that such

activity 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;

c. The Facility property will not be used for any residential purpose unless it is demonstrated to EPA that such use will not pose a threat to human health or the environment or adversely interfere with the selected remedy and EPA provides prior written approval for such use;

d. The concrete floor will be inspected annually to ensure that the integrity and protectiveness of the floor is maintained;

e. Inspection reports will be maintained at the Facility. The reports must include all observations made during the inspection and a description of any repairs that were implemented.

Ground Water

f. The groundwater at and under the Property, shown on Exhibit B, shall not be used for any purposes, including potable use or irrigation.

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 for, the then current owner of the Property shall submit, to the Department and any Holder listed in Paragraph 2, written documentation stating whether or not the activity and use limitation in this Environmental Covenant is 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 and any Holder listed in Paragraph 2, written documentation: 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 reasonable access of the Property in connection with implementation or enforcement of this Environmental Covenant.

8. **Recording & Proof & Notification.** Within 30 days after the date of the Department's approval of this Environmental Covenant, the Owner 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 recording. Within that time period, the Owner also shall send a file-stamped copy to each of the following: East Whiteland Township; County of Chester; each person holding a recorded interest in the Property; and each person in possession of the Property.

9. **Termination or Modification.**

(a) This Environmental Covenant may only be terminated or modified in accordance with 27 Pa. C.S. §§ 6509 or 6510, or in accordance with this paragraph.

(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) the Department 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) the Department determines that termination or modification of this Environmental Covenant will not adversely affect human health or the environment; and (3) the Department 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. The Department must approve, in writing, of such termination.

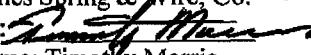
(d) In accordance with 27 Pa. C.S. § 6510(a)(3)(i), Grantor hereby waives the right to consent to any amendment or termination of the Environmental Covenant by consent; it being intended that any amendment to or termination of this Environmental Covenant by consent in accordance with this Paragraph requires 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 Department.

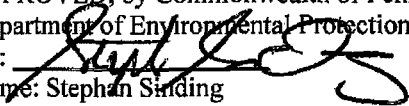
10. **Department's address.** Communications with the Department regarding this Environmental Covenant shall be sent to:

Environmental Cleanup and Brownfields Program Manager
Pennsylvania Department of Environmental Protection
Southeast Regional Office
2 East Main St.
Norristown, PA 19401

11. **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:

Date: James Spring & Wire, Co.
By: 
Name: Timothy Morris
Title: President

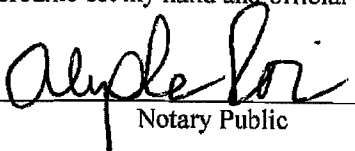
Date: 8/29/16
APPROVED, by Commonwealth of Pennsylvania,
Department of Environmental Protection
By: 
Name: Stephan Sinding
Title: Environmental Cleanup and Brownfields Program
Manager, PADEP - SERO

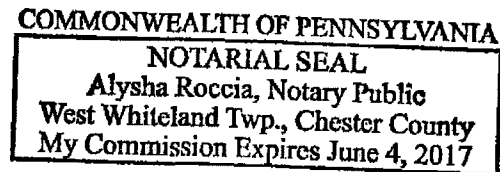
COMMONWEALTH OF PENNSYLVANIA

COUNTY OF Chester

On this 15 day of August, 2016, before me, the undersigned officer, personally appeared Timothy Morris, and acknowledged himself to be the President of James Spring & Wire, Co., 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.


Notary Public



Grantor: James Spring & Wire, Co.

Property Address: 6 Bacton Hill Road

East Whiteland Township

Chester County

APPROVED, by Commonwealth of Pennsylvania,

Department of Environmental Protection

Date: 8/26/16

By: 

Name: Stephan Sinding

Title: Environmental Cleanup & Brownfields Program Manager

PA DEP - Southeast Regional Office

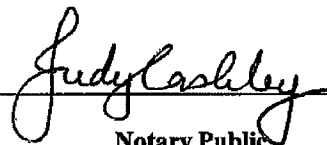
COMMONWEALTH OF PENNSYLVANIA

COUNTY OF MONTGOMERY

On this 26th day of August, 2016 before me, the undersigned officer, personally

appeared Stephan Sinding, Environmental Cleanup and Brownfields Program Manager of the Commonwealth of Pennsylvania, Department of Environmental Protection, Southeast regional office, who acknowledged himself to be the person 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.



Notary Public

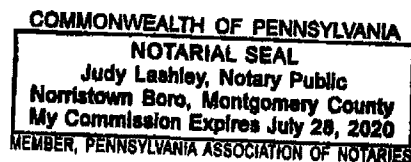


Exhibit A
Complete Property Description

Legal Description

BEGINNING at a point marking the intersection of the center line of Yellow Springs Road with the center line of the Reading Railroad, Chester Valley Branch; thence from said point of beginning along the center line of the Reading Railroad, South 79 degrees 11 minutes West 640.09 feet to a point marking the intersection of the center line of the said Reading Railroad with the West line of the lands formerly of the Pennsylvania Railroad; thence along said West line, North 10 degrees 29 minutes East 457.80 feet to a point; thence along land of the grantor of which this was a part, North 79 degrees 11 minutes East 381.18 feet to a point in the center line of Yellow Springs Road; thence along said center line South 23 degrees 04 minutes East to the point of beginning.

CONTAINING 5 acres of land.

Exhibit B
Property Map

