

**BUCKS COUNTY RECORDER OF DEEDS**

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

Instrument Number - 2020096650

Recorded On 12/18/2020 At 1:51:40 PM

\* Total Pages - 10

\* Instrument Type - DEED AGREEMENT - NO PROPERTY TRANSFER

Invoice Number - 1136959

User - KLJ

\* Grantor - SCHWARTZIE L P

\*

\* Customer - LANAGAN

**FEEs**

RECORDING FEES

\$88.75

TOTAL PAID

\$88.75

Bucks County UPI Certification  
On December 18, 2020 By TF

**This is a certification page**

**DO NOT DETACH**

**This page is now part  
of this legal document.**

**RETURN DOCUMENT TO:**  
**LANAGAN**

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



*Robin M. Robinson*

Robin M. Robinson  
Recorder of Deeds

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

17C627



RECEIVED

2020 DEC 18 A 9:31

BUCKS COUNTY  
RECORDER OF DEEDS

*When recorded, return to:*  
Attn: Melody B. Christopher  
ABB Installation Products, Inc.  
45 Griffin Road South  
Bloomfield, CT 06002

The County Parcel Identification No. of the Property is: 12-008-100-004.

**GRANTOR:** Schwartzie LP

**PROPERTY ADDRESS:** 1501 West Park Avenue, Perkasio, PA 18944

### 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 the Township of East Rockhill, Bucks County.

The postal street address of the Property is: 1501 West Park Avenue, Perkasio, PA 18944. The latitude and longitude of the center of the Property affected by this Environmental Covenant is: 40.378562/-75.307189.

The facility name and EPA ID number for this Property are: THOMAS & BETTS, PAD002498699. The Property has been known by the following name: Former Thomas & Betts/Ansley Facility.

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:** Schwartzie LP is the owner of the Property and the GRANTOR of this Environmental Covenant.

The mailing address of the owner is: 2063 Lockerbie Road, Schwenksville, PA 19473.

3. **Holder / GRANTEE.** The following is the GRANTEE and a "holder," as that term is defined in 27 Pa. C.S. § 6502, of this Environmental Covenant: ABB Installation Products, Inc. (ABB IP), 45 Griffin Road South, Bloomfield, CT 06002.

4. **Description of Contamination and Remedy.** The facility, formerly known as the Thomas & Betts (T&B) Ansley Electronics and Ansley Manufacturing

facility, manufactured printed circuit boards from 1966 to 1986. Historical operations during this time period are associated with impacts to the soil and groundwater. Both groundwater and soils on-site are known to be impacted with Trichloroethene ("TCE"). Since 1981, a groundwater remediation program has been in place at the property. The groundwater remediation system includes groundwater extraction from two on-site wells, groundwater treatment via a counter-current air stripper (primary) and granular activated carbon (secondary, as needed), and discharge of treated groundwater to a tributary to the East Branch of the Perkiomen Creek pursuant to National Pollutant Discharge Elimination System ("NPDES") Permit No. PA0040321.

Targeted removal of soils impacted with both TCE and 1,1,1-Trichloroethane ("TCA") occurred in November 1984. Approximately 225 cubic yards (362 tons) of TCE-contaminated soil was removed from the former drum storage area. The excavation was then backfilled using clean fill. Certain impacted soils were left in place due to the proximity to a utility pole.

On September 29, 2015, EPA issued a Final Decision and Response to Comments (FDRTC) for Corrective Action. This FDRTC described the activity and use limitations and the engineering controls, monitoring, and recordkeeping for the Property required by EPA's selected Corrective Action. EPA's Final Remedy includes: establishment of a Technical Impracticability (TI) Zone with long-term groundwater monitoring and reporting of contaminants of concern and hydraulic control of groundwater; continued operation, maintenance and monitoring of the groundwater remediation system; compliance with and maintenance of groundwater use restrictions to be implemented through institutional controls; and, if building modification or new construction are proposed, assessment of the potential for vapor intrusion and, if necessary, implementation of mitigation measures. The FDRTC states that remediation of soils at the Property is complete without controls. A Post-Remediation Care Plan, detailing the engineering and monitoring requirements, processes, and reporting has been approved by EPA.

The FDRTC, Administrative Record for the Final Decision, and the Post-Remediation Care Plan are located at the EPA Region 3 office. Additional background records pertaining to the contamination and remedy are also available. Copies can be obtained by contacting EPA Region 3 using any of the options in Section 12 of this Covenant.

The FDRTC and Post Remediation Care Plan are available online at:  
<https://www.epa.gov/hwcorrectiveactionsites/documents-reports-and-photographs-thomas-and-betts-corporation-perkasie>

5. **Activity and 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:

- (a) The Property can be used only for non-residential purposes while groundwater remediation continues as required;

- (b) The groundwater at the Property cannot be used as potable water and shall not be used or extracted for any purpose other than to conduct the operation, maintenance, and monitoring required by 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 selected remedy and EPA provides prior written approval for such uses;
- (c) The Facility Property will not be used in a way that may adversely affect or interfere with the integrity and protectiveness of the final remedy, including, but not limited to the operation and infrastructure for the Pump and Treat System and associated wells and piping;
- (d) A groundwater recovery and treatment system shall be operated and maintained to hydraulically control and contain, within the TI Boundary, TCE and related chlorinated degradation by-products in groundwater that exceed Maximum Contaminant Levels (MCLs) as required by the Post Remediation Care Plan approved by and on record with EPA (copy also to be added to EPA's webpage for the Facility, and a copy also to be maintained at the Facility);
- (e) Groundwater sampling shall be performed in accordance with the requirements of the Post Remediation Care Plan; and
- (f) The existing concrete building slab prevents unacceptable risk to human health in the interior occupied building space from the vapor intrusion exposure pathway. If any modification, disturbance or penetration of the existing building slab or foundation is planned and/or if new construction is to be undertaken on the property, EPA shall be notified, and either installation of a vapor barrier or other approved vapor mitigation measures is required, or a proof satisfactory to EPA must be provided indicating that such vapor mitigation is not required. The concrete slab shall be maintained and inspected annually in accordance with the requirements of the Post Remediation Care Plan.

These Activity and Use Limitations shall be binding upon the Property until such time as this Environmental Covenant is terminated in accordance with Section 10, below.

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.** After written request by the EPA or by the end of every January following the EPA's approval of this Environmental Covenant, the then current owner of the Property shall submit, to the EPA and any Holder listed in Paragraph 3, written documentation stating whether the activity and use limitations in this

Environmental Covenant are being abided by. In addition, within one month after any of the following events, the then current owner of the Property shall submit, to the EPA and any Holder listed in Paragraph 3, 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.

8. **Access by EPA [and the Department].** In addition to any rights already possessed by EPA, this Environmental Covenant grants to EPA a right of reasonable access of the Property after proper notice to the current owner in connection with implementation or enforcement of this Environmental Covenant.

9. **Recording and Notification of Recording.** 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: Township of East Rockhill; Bucks County; ABB Installation Products, Inc.; and Schwartzie LP.

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) The Post Remediation Care Plan may be amended upon written agreement by the Grantor and EPA, as appropriate based on technical data considerations.
- (c) 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.
- (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) EPA.

11. **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 addresses**. Communications with EPA regarding this Environmental Covenant may be sent:

US EPA Region III  
1650 Arch Street  
Philadelphia, PA 19103  
215-814-5000 (800-438-2474 in Pennsylvania)

Ms. Tran Tran (3LD20)  
Phone: (215)-814-2079  
Email: [tran.tran@epa.gov](mailto:tran.tran@epa.gov)

Email request to: [R3\\_RCRAPOSTREM@epa.gov](mailto:R3_RCRAPOSTREM@epa.gov)

Subsequent submissions required by this Environmental Covenant shall be sent to the Region 3 RCRA Corrective Action digital repository for institutional control and reporting documents mailbox: [R3\\_RCRAPOSTREM@epa.gov](mailto:R3_RCRAPOSTREM@epa.gov). Include the EPA RCRA Facility ID number in the subject line. The facility name and EPA ID number for this Property are: THOMAS & BETTS, PAD002498699.

Communications with the Department regarding this Environmental Covenant shall be sent to:

PA Department of Environmental Protection  
Southeast Regional Office



Environmental Cleanup and Brownfields  
2 East Main Street  
Norristown, PA 19401

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

Date: Nov 9, 2020

Schwartzie, LP, Grantor  
By: [Signature]  
Name: Michael J. McGorry  
Title: Owner

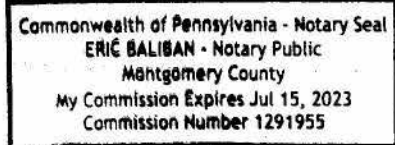
COMMONWEALTH OF PENNSYLVANIA )

COUNTY OF Montgomery ) SS:

On this 9 day of November, 2020, before me, the undersigned officer, personally appeared Michael McGorry [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.

[Signature]  
Notary Public



Date: 10/15, 2020

ABB Installation Products, Inc., Grantee

By: [Signature]

Name: Keith Knauerhose

Title: Assistant Secretary

STATE OF CONNECTICUT

COUNTY OF Hartford

)  
)  
) ss: Bloomfield

On this 15 day of October, 2020, before me, the undersigned officer, personally appeared Keith Knauerhose [Holder, Grantee] who acknowledged himself/herself to be the person whose name is subscribed to this Environmental Covenant, and acknowledged that s/he freely executed the same for the purposes therein contained.

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

**PATRICIA MARIE KELLY**  
NOTARY PUBLIC OF CONNECTICUT  
My Commission Expires 1/31/2022

[Signature]  
Notary Public

APPROVED, by the United States Environmental Protection Agency

Date: 11.27, 2020

John A. Armstead  
Director  
Land, Chemicals and Redevelopment Division  
United States Environmental Protection Agency  
Region III  
1650 Arch Street  
Philadelphia, PA 19103

[Signature]

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF PHILADELPHIA

)  
)  
) SS:

On this 27<sup>th</sup> day of November, 2020, before me, the undersigned officer, personally appeared John A. Armstead, who acknowledged himself to be the person whose name is subscribed to this Environmental Covenant, and acknowledged that he freely executed the same for the purposes therein contained.

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

[Signature]

Notary Public

Commonwealth of Pennsylvania - Notary Seal  
David P. Coleman, Notary Public  
Philadelphia County  
My commission expires October 1, 2023  
Commission number 1028932  
Member, Pennsylvania Association of Notaries



## EXHIBIT A – DESCRIPTION OF PROPERTY

ALL THAT CERTAIN tract of land situate in the Township of East Rockhill, County of Bucks, State of Pennsylvania, bounded and described according to a survey and plan by Eckert & Malone, civil Engineers and Land Surveyors, Sellersville, Pennsylvania, dated July 14, 1966, as follows, to wit:

BEGINNING at a point, said point being the intersection of the east side of Park Avenue and the centerline of Ridge Road, thence along the east side of Park Avenue North forty-two degrees fifty-three minutes West, a distance of four hundred thirty-six and eighty-six one-hundredths feet (N 42° 53' W 436.86') to an iron pipe, said iron pipe being the true place of beginning; thence continuing along the east side of Park Avenue North forty-three degrees five minutes West, a distance of two hundred fifty-nine and ninety-eight one-hundredths feet (N 43° 05' W 259.98') to an iron pipe, a corner in line of other lands of Harmon R. Lutz, Grantor; thence along line of lands of Harmer R. Lutz the following two (2) courses and distances: (1) North forty-five degrees zero minutes twenty-eight seconds East, a distance of six hundred feet (N 45° 00' 28" E 600.00') to an iron pipe, a corner; (2) South fifty degrees fifty-nine minutes East, a distance of four hundred twenty-five and seventy-one one-hundredths feet (S 50° 59' E 425.71') to an iron pipe, a corner in line of land of David M. Longacre; thence along line of land of David M. Longacre South fifty-nine degrees four minutes West, a distance of six hundred seventy-three and twenty-six one-hundredths feet (S 59° 04' W 673.26') to an iron pipe, the place of Beginning.

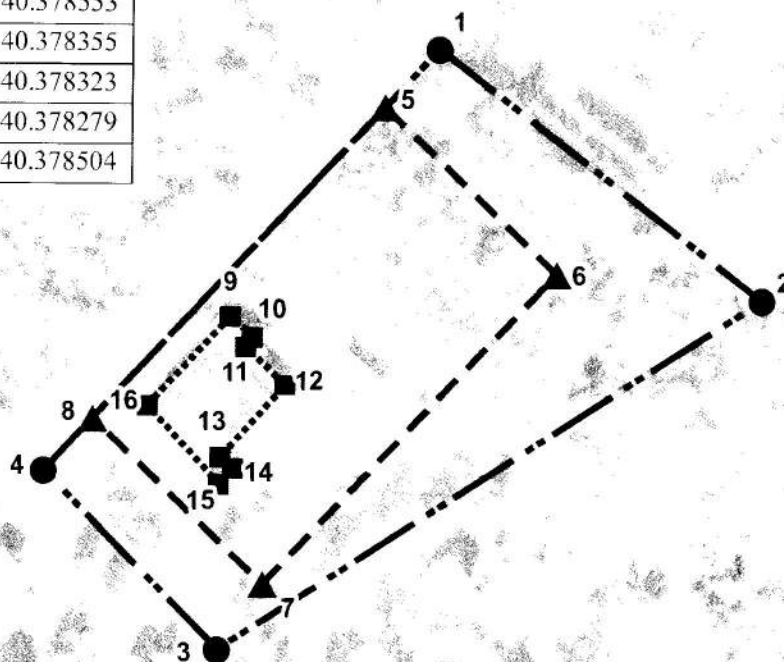
CONTAINING 4.880 Acres of Land, more or less. **ALSO being known as Bucks County Parcel No. 12-8-100-4**

TOGETHER with a perpetual right-of-way only to use as a 20 foot wide roadway or driveway, which driveway is described as follows:

BEGINNING at an iron pipe on the Northeasterly side of Park Avenue, said point being the two following courses and distances from the intersection of the east side of Park Avenue and the centerline of Ridge Road: (1) along the east side of Park Avenue North 42 degrees 53 minutes West a distance of 436.86 feet to an iron pipe and (2) continuing along the east side of Park Avenue North 43 degrees 5 minutes West a distance of 259.98 feet to an iron pipe; thence extending from said point of beginning and along said side of Park Avenue North 43 degrees 05 minutes West 20.01 feet to a point in line of lands now or late of Suburban Cable T.V. Co., Inc.; thence extending along the same North 45 degrees 00 minutes 28 seconds East 600 feet more or less to a point in line of lands now or late of Harmer R. Lutz; thence extending along the same South 50 degrees 59 minutes East 20 feet more or less to a point in line of lands; late of MNOP Group, Inc.; thence extending along the same South 45 degrees 00 minutes 28 seconds West 600 feet to the first mentioned point and place of beginning.

BEING the same premises which Bucks County Industrial Development Corporation, a Pennsylvania non-profit corporation, by Deed dated the 30th day of September, 1985, and recorded in the Office for the Recording of Deeds in and for the County of Bucks at Doylestown, Pennsylvania, in Deed Book 2668, page 1087, granted and conveyed unto Thomas & Betts Corporation, in fee.

Coordinate Table (WGS 1984)			
	Label	Longitude	Latitude
Site	1	-75.306359	40.379497
	2	-75.305168	40.378765
	3	-75.307236	40.377809
	4	-75.307876	40.378329
TI Zone	5	-75.306564	40.379336
	6	-75.305936	40.378851
	7	-75.307063	40.377992
	8	-75.307689	40.378472
Building Slab	9	-75.307163	40.378752
	10	-75.30708	40.378693
	11	-75.307107	40.378665
	12	-75.306961	40.378553
	13	-75.30721	40.378355
	14	-75.307164	40.378323
	15	-75.307218	40.378279
	16	-75.307481	40.378504



### Legend

- Building Slab Vertices (see table for coordinates)
- ▲ TI Zone Vertices (see table for coordinates)
- Site Boundary Vertices (see table for coordinates)
- Building Slab Boundary
- TI Zone
- Property Boundary



### Notes:

1. Aerial photography is provided by Nearmap.com, dated 10/30/2018.

**LANGAN**

1815 Market Street, Suite 3300  
Philadelphia, PA 19103-3638  
T: 215.345.3948 F: 215.345.3901 www.langan.com

Langan Engineering & Environmental Services, Inc.  
Langan Engineering, Environmental, Surveying and  
Landscape Architecture, D.P.C.  
Langan International LLC

Collectively known as Langan

Project

**FORMER THOMAS  
AND BETTS/  
ANSLEY FACILITY**  
PERKASIE

BUCKS COUNTY PENNSYLVANIA

Drawing Title

**BOUNDARY MAP:  
PROPERTY, TI ZONE  
AND BUILDING SLAB**

Project No.

2529101

Date

2/6/2020

Scale

1"=200'

Drawn By

HJD

Submission Date

Exhibit

**B**