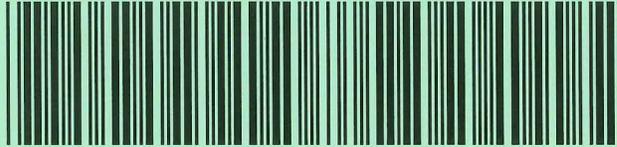


Centre County  
Recorder Of Deeds

414 Holmes Street Suite 1  
Bellefonte, PA 16823  
814-355-6801



R 0 2 1 6 3 / 0 3 3 6

R02163/0336            15 pages

Instrument # 569

Header Page

This Page is not part of the official record,  
and can be discarded after Recording.

Return To:

STEVE TRESCHOW PG  
P JOSEPH LEHMAN INC  
PO BOX 4109  
HOLLIDAYSBURG PA 16648



R 02163-0336 Jun 10, 2015

NAVITUS LLC  
NAVITUS LLC

06-10-2015  
10:29:32

DEC 15 pgs

*Joseph L. Davidson*  
RECORDER OF DEEDS

When recorded, return to:  
Navitus, LLC  
1965 Waddle Road  
State College, PA 16801

15-6  
40.50

The County Parcel Identification No. of the Property is: 13-003-022-0000.

**GRANTOR: Navitus, LLC**

**PROPERTY ADDRESS: 2022 Axemann Road, Bellefonte, PA 16823**

**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 (PADEP).

1. **Property affected.** The property affected (Property) by this Environmental Covenant is located in Spring Township, Centre County.

The latitude and longitude of the center of the Property affected by this Environmental Covenant is: Latitude 40° 53'55.38" and Longitude: 77 ° 46'25.49".

The Property has been known by the following name(s): Alpha Metal Company, Titan Metal Company, Consolidated Coppermines Corporation, Cerro Copper & Brass Company, Cerro Metal Products, Bolton Metal Products, and currently Titan Energy Park.

The DEP Primary Facility ID for Plant 1 is #722117 and the Remedial ID is #39036.

A complete description of the restricted area of the Property is attached to this Environmental Covenant as Exhibit A. A map of the Property (County Parcel 13-003-022-0000) which contains the restricted portion is attached to this Environmental Covenant as Exhibit B. Please note that only a portion of the Property is being restricted. A detailed map of the area subject to this covenant (the restricted portion) is also attached as Exhibit C.

2. **Property Owner / GRANTOR / GRANTEE.**

Navitus, LLC is the owner of the Property and the GRANTOR. CMPC Transition, LLC is the GRANTEE of this Environmental Covenant.



The mailing address of the owner is: 1965 Waddle Road, State College, PA 16801.

3. **Holder(s) / GRANTEE(S).**

The following is/are the GRANTEE(s) and a “holder,” as that term is defined in 27 Pa. C.S. § 6502, of this Environmental Covenant: CMPC Transition, LLC, 181 West Madison Street, 26<sup>th</sup> Floor, Chicago, Illinois 60602-4510.

4. **Description of Contamination & Remedy.**

As required by 27 Pa. C.S. § 6504(a)(3) and (a)(7) and as allowed by 27 Pa. C.S. § 6504(b)(6), a brief description of the contamination and remediation of the property is as follows:

The site manufacturing history dates back to 1915 when the Bellefonte facility began operation as Alpha Metal Co. Shortly thereafter, the name was changed to Titan Metal Company and in 1925, the company was re-organized and the name changed to Titan Metal Manufacturing Company (Titan). Ownership of Titan passed to Consolidated Coppermines Corporation in 1947, then to Cerro Corporation in 1959 and in 1962 was renamed Cerro Copper & Brass Company. In 1972, Cerro Copper & Brass Company was split into two divisions and the Cerro Metal Products Division of Cerro Corporation was headquartered in Bellefonte, PA. In 1976, Cerro Corporation merged with the Marmon Group, LLC and the Bellefonte, PA based company was subsequently renamed the Cerro Metal Products Company. In February of 2007, the ownership of the Cerro including the Bellefonte, PA manufacturing facility site was sold by Marmon to Bolton Metals of Aldrich Walsall, West Midlands, England and was renamed as Bolton Metal Products Company. On February 1, 2008, Bolton announced the closure of the Bellefonte brass rod manufacturing operation as well as the sale of its business and equipment to Chase Brass & Copper Co. Inc. located in Montpelier, OH. The site remained inactive and was decommissioned until February of 2012, when a partnership named Navitus, LLC purchased the property and has begun the revitalization of the facility. The facility has since been renamed to Titan Energy Park.

Historic operations at the site have included forging, machining, melting, casting, pickling, drawing, and the finishing of metals, specifically copper and brass. Cerro historically handled and stored various lubricants, oils, degreasers, sulfuric acid and hydrogen peroxide for operations conducted on site. The manufacturing operations flowed in a southern to northern direction through the site buildings. Raw and scrap metals, which have included copper, zinc, lead, brass, and other alloying metals, were delivered to the South Yard before being deposited into Plant 4 where they were housed in the southern most section of Plant 4 to prevent contact with precipitation. The raw and scrap metals were melted in Plant 4 and turned into ingots. The ingots were extruded into various shapes and lengths within the middle section to northern section of Plant 4. In the past, the materials from Plant 4 were sent to Plant 1 for forging and finishing of the brass into different shapes and sizes. Plant 1 was also used as a machine shop to produce

the dies for the casting process, pickling vats for the cleaning process of brass rods, a forge department, a tool department, an oil house, a low melt department, a motor repair shop, a maintenance department, an automatics department which housed a degreaser, and above ground storage tanks (AST) which stored fuel oil.

Contamination of the Plant 1 property can be attributed to historic oil leakage from a degreaser, iron and copper slag and ash buried beneath a significant portion of Plant 1, and periodic use and spillage of industrial degreasers in historic manufacturing operations.

The characterization of the Plant 1 area of the property consisted of soil borings, groundwater monitoring well installation/sampling, soil vapor sampling, indoor air sampling, and surface water gauging/sampling.

The field work for the characterization of soil beneath Plant 1 was initiated on July 21, 2007. A total of twenty-three unbiased soil borings, SB-26U through SB-48U; and seven biased soil borings, SB-15B through SB-21B, were advanced in Plant 1. The soil samples were analyzed for Volatile Organic Compounds (VOCs), Semi-Volatile Organic Compounds (SVOCs), Total Petroleum Hydrocarbons (TPH), Poly Chlorinated Biphenyls (PCBs), and metals or some combination if the soil sample was biased, via United States Environmental Protection Agency (USEPA) Methods SW846 8260B, SW846 8270C, SW846 8015 DRO, SW846 8082, and SW846 6010B or 7471A, respectively, and were accompanied by Chain-of-Custody documentation. In all, 83 VOC, 7 SVOC, 91 metals, and 76 PCB soil samples (includes both biased and unbiased samples) were collected and analyzed in the Plant 1 area.

The field work for the characterization of groundwater beneath Plant 1 was initiated on July 21, 2007. A total of nine groundwater monitoring wells and one recovery well were installed in the Plant 1 vicinity in order to characterize and remediate groundwater. The monitoring wells were located in areas where the soil samples reportedly contained elevated concentrations of compounds of concern (COC), areas where former equipment was located, areas downgradient of the former equipment, and between the suspected source area and the likely receptor (Logan Branch). The overburden within Plant 1 ranged from five ft-bgs to 20 ft-bgs. Groundwater samples from the monitoring wells were analyzed for VOCs, PCBs, and metals or a variation of these constituents depending on the location and suspected contaminant.

Various interim remedial actions have been completed in Plant 1 since the site characterization began. The remedial actions are listed below with further detail in the following paragraphs.

- Installation of secondary containment in Plant 1 for the storage of hazardous material in containers greater than 55 gallons;
- Roof drains and attached open conduits at floor level were capped in Plant 1 to prevent direct discharges to Logan Branch;

- Closure and abandonment of monitoring wells within Plant 1 around the pump and treat systems;
- Interior drains within Plant 1 were sealed and abandoned. These drains were believed to have discharged to Logan Branch. The drains could have led to the following outfalls that were abandoned: 10-inch steel pipe, ¾-inch galvanized pipe, five, 4-inch Terra Cotta (TC) pipes, 12-inch Poly Vinyl Chloride (PVC) pipe, 12-inch steel pipe, and an 8-inch TC pipe;
- Removal of particulate bags within the Plant 1 baghouse. The bags were disposed of properly;
- Removal of acid pickling vats within Plant 1;
- Removal of water and sediment from the sediment traps located in the Plant 1 area. The sediment was placed into a dewatering box, and the basins were washed down and the material vacuumed out. The sediment was placed within the North Yard secondary containment area, and water that appeared to be impacted by organic compounds was containerized;
- Removal of acid pickling vats within Plant 1;
- Concrete, bricks, and gravel associated with the pickling vats was disposed to the Wayne Township Landfill;
- The completion of two soil excavations in the northern portion of the Plant 1 area removing 238.5 cubic yards (c.y.) of Trichloroethylene (TCE), Tetrachloroethylene (PCE), 1,1,2 trichloroethane, cis-1,2-dichloroethene, and Vinyl Chloride (VC) contaminated soil from around SB-17B; and,
- Completion of multiple injections of sodium persulfate (chemical oxidant) throughout 2010 and 2011 to remediate groundwater impacted by the chlorinated solvents listed above.

Approximately 15 groundwater gauging and sampling events were completed to determine the extent of contamination in groundwater. The PADEP requires post-remedial monitoring as part of pursuing site closure using SSS via pathway elimination. A post-remedial quarterly gauging and sampling event was initiated on June 5, 2012 and was complete on February 19, 2014. Groundwater gauging and sampling were completed using the USEPA Region 3 Low-Flow Sampling Procedure. The results of the quarterly gauging and sampling were summarized in quarterly reports which were submitted to the PADEP.

Site closure is being pursued using the site-specific standard (SSS) and the evaluation of potential exposure pathways. A Remedial Investigation Report (RIR), Former Cerro Metal Products Bellefonte Facility, 2022 Axemann Road, PADEP Facility #14-17981, Spring Township, Centre County, Bellefonte, Pennsylvania, March 2010, by Chambers Environmental Group, Inc., was submitted to the PADEP on March 31, 2010. A Remedial Investigation Report & Risk Assessment Report– Plant 1 Area, Former Cerro Metal Products Bellefonte Facility, 2022 Axemann Road, PADEP Facility #14-17981, Spring Township, Centre County, Bellefonte, Pennsylvania, July 2014, by Letterle & Associates, LLC, was submitted to the PADEP on July 21, 2014. A Final Report entitled Final Report, Former Cerro Metal Products Bellefonte Facility, 2022 Axemann Road, PF #722133 & Rem. #39039, Spring Township, Centre County, Bellefonte, Pennsylvania,

December 2014, by P. Joseph Lehman Engineers, was submitted to the PADEP on December 22, 2014. The Final Report was approved on January 29, 2015. The Final Report summarizes the attainment of SSS for the site COC. In addition, records pertaining to the contamination and remedy are located or available through EPA, Region III, 1650 Arch Street, Philadelphia, PA 19103.

5. **Activity and Use Limitations.**

The area of the property subject to this Environmental Covenant 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: The use of the Property is restricted to non-residential purposes as that term is defined in the Land Recycling and Environmental Remediation Standard Act (Act 2) and its regulations (this restriction excludes schools, nursing homes or other residential-style facilities or recreational areas). Additionally, the Property is subject to the following activity and use limitations, which the then current owner and each subsequent owner of the Property, and its tenants, agents, employees and other persons under its control, shall abide by:

- 1) Groundwater underlying the area restricted by the covenant may not be used as a potable water supply nor for agricultural purposes unless tested and treated accordingly for its intended purposes, as approved by writing by the PADEP; and,
- 2) A soil handling plan that includes notification to the PADEP shall be developed if soil within the area restricted by the covenant will be disturbed, and the handling of all soil must comply with the Management of Fill Policy, Document Number 258-2182-773.
- 3) The ground surface must remain sealed with an impermeable material such as concrete or asphalt.

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 every third January following the PADEP's approval of this Environmental Covenant, the then current owner of the Property shall submit, to the PADEP, the USEPA and any Holder listed in Paragraph 3, 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 DEP or USEPA, 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 the DEP, the USEPA 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 the PADEP and by the USEPA.**

In addition to any rights already possessed by the PADEP and by the USEPA, this Environmental Covenant grants to the PADEP and to the USEPA 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 PADEP's approval of this Environmental Covenant, the Grantee 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 PADEP within 90 days of the PADEP's approval of this Environmental Covenant. Within that time period, the Grantee also shall send a file-stamped copy to each of the following: Spring Township, the USEPA, and Navitus, LLC.

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) 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 PADEP 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 PADEP determines that termination or modification of this Environmental Covenant will not adversely affect human health or the environment; and (3) the PADEP 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 PADEP 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 PADEP.]

11. **USEPA.**

(a) **Notification.** The then current owner shall provide the USEPA 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 USEPA.

12. **PADEP's and USEPA's address.**

Communications with the PADEP and the USEPA regarding this Environmental Covenant shall be sent to:

Commonwealth of Pennsylvania  
Department of Environmental Protection  
Environmental Cleanup and Brownfields Program  
208 West Third Street, Suite 101  
Williamsport, PA 17701

Land and Chemicals Division (3LC30)  
U.S. EPA Mid-Atlantic Region III  
1650 Arch St., Philadelphia, PA 19103

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

Date: \_\_\_\_\_  
CMPC Transition, LLC, Grantee  
By: [Signature]  
Name: CORREY H. GRAUER  
Title: SECRETARY

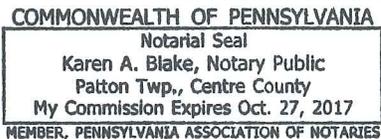
Date: \_\_\_\_\_  
Navitus, LLC, Grantor  
By: [Signature]  
Name: LES CUTTER  
Title: MANAGER OF FINANCE

Date: 5/8/2015  
APPROVED, by Commonwealth of Pennsylvania,  
Department of Environmental Protection  
By: [Signature]  
Name: TED E. LOY  
Title: Environmental Manager

COMMONWEALTH OF PENNSYLVANIA )  
 )  
COUNTY OF CENTRE ) SS:

On this 21st day of April, 2015, before me, the undersigned officer, personally appeared Les Cutter 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.



Karen A. Blake  
Notary Public

STATE OF ILLINOIS )  
 )  
COOK COUNTY ) SS:

On this 16 day of April, 2015, before me, the undersigned officer, personally appeared Corey Craver [Holder, Grantee] 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.



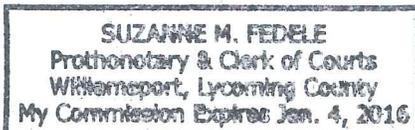
Sandra LaMonica  
Notary Public

COMMONWEALTH OF PENNSYLVANIA )  
 )  
COUNTY OF LYCOMING ) SS:

On this 8th day of May, 2015, before me, the undersigned officer, personally appeared Mr. Ted Loy, who acknowledged himself/herself to be the Environmental Cleanup Program Manager of the Commonwealth of Pennsylvania, Department of Environmental Protection, Northcentral, 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.

Suzanne M. Fedele  
Notary Public



**Exhibit A**  
**Legal Description of Restricted Area of Property**

**EXHIBIT A**

**LEGAL DESCRIPTION OF AREA SUBJECT TO ENVIRONMENTAL COVENANT**  
**PLANT 1 AREA**

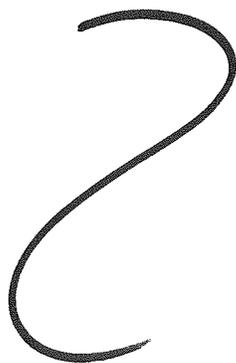
BEGINNING AT A RAILROAD SPIKE at the northwest corner of the covenant area described herein (Lat. N 40° 54'13.45596" Long. W 77° 46'41.06347") , said point being further described and located as being S14° 24'39"E a distance of 25.45 feet from the southwesterly corner of the easterly bridge wall leading to the area known as the North Yard. Thence through the area known as Plant 1 the following four courses:

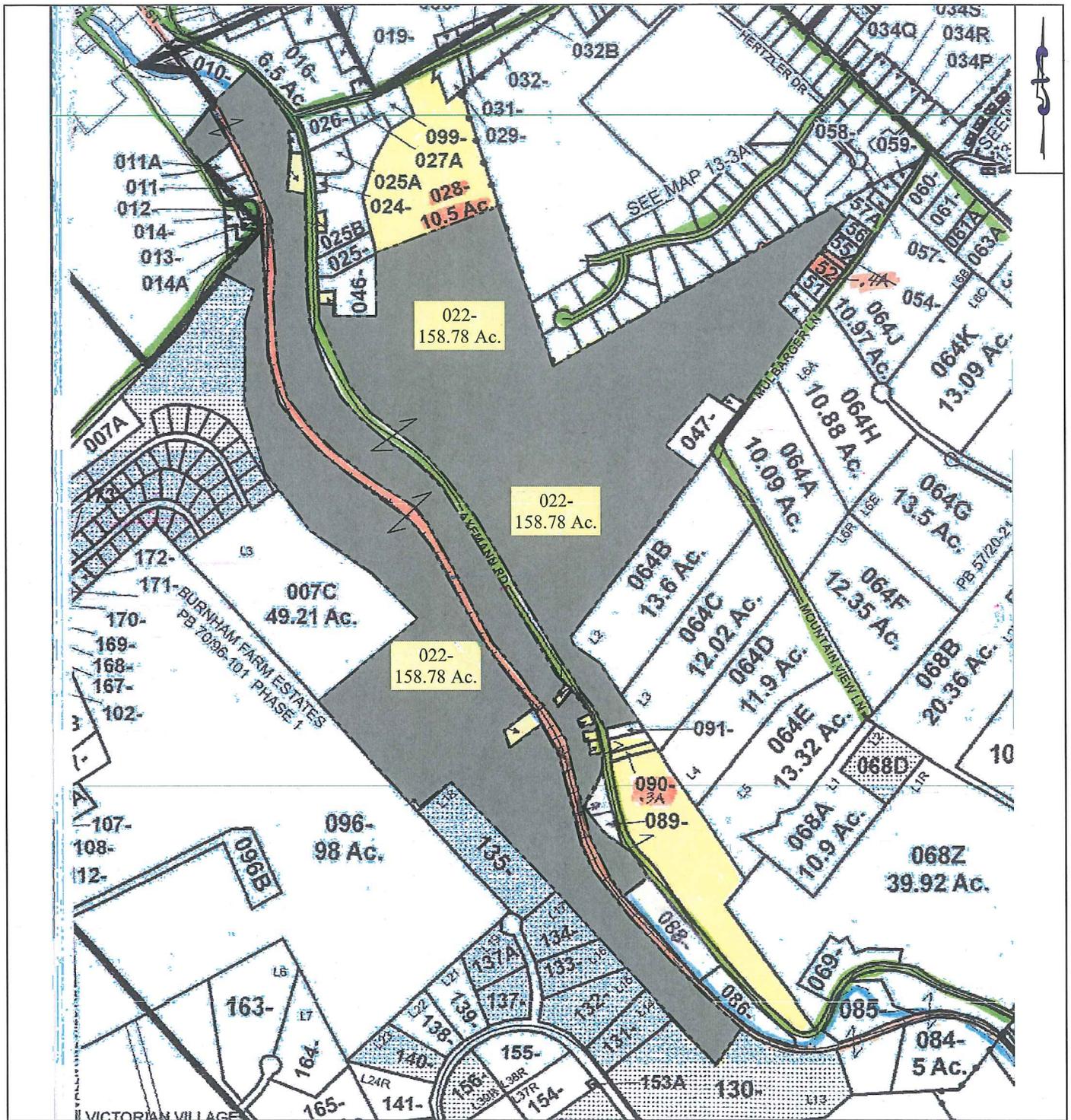
1. N81° 44'42"E a distance of 81.21 feet to a point;
2. S08° 15'18"E a distance of 94.45 feet to a point;
3. S81° 44'42"W a distance of 81.21 feet to a point;
4. N08° 15'18"W a distance of 94.45 feet to the point of beginning. Containing 7670.24 sq. ft./0.176 acres

All as shown on a drawing by Kerry A. Uhler and Associates, Inc. included as Exhibit C.



**Exhibit B**  
**Map of Property**





Reference: Centre County Tax Assessment Office, Property Tax Map No 13-03.

Prepared For:	Legend:	Prepared By:
<p>The Marmon Group Former Cerro Metal Products 2000 Axemann Road Bellefonte, PA 16823</p>	 <p>Approximate Extent of Parcel 13-003-022-0000</p>	 <p>P. JOSEPH LEHMAN, INC. CONSULTING ENGINEERS</p>
<p>Title:</p>	<p>Scale (feet):</p>	<p>117 Olde Farm Office Centre Hollidaysburg, PA 16648 P: 814-695-7500 F: 814-695-7505 www.lehmanengineers.com</p>
<p>Exhibit B Property Tax Map with Approximate Extent of Parcel 13-003-022-0000</p>	<p>Scale: 1" = 800'</p> 	

**Exhibit C**  
**Detailed Map of the Restricted Area of the Property**

