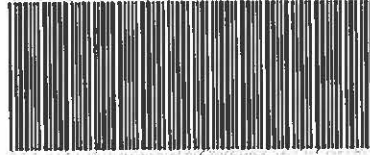


Lancaster County

Ann M. Hess
Recorder of Deeds
150 N. Queen St.
Suite 315
Lancaster, PA 17603
Phone: 717-299-8238
Fax: 717-299-8393



INSTRUMENT # : 6717641
RECORDED DATE: 12/21/2022 10:54:01 AM



4316011-0020B

LANCASTER COUNTY ROD**OFFICIAL RECORDING COVER PAGE**

Page 1 of 14

Document Type: EASEMENT/RIGHT OF WAY
Transaction Reference:
Document Reference:

Transaction #: 4094907 - 1 Doc(s)
Document Page Count: 13
Operator Id: hhair

RETURN TO: ()

**PLEASE NOTE: Recorded documents with completed Cover Pages are returned via email to the email address(es) identified above.

SUBMITTED BY: ()*** PROPERTY DATA:**

Parcel ID #:

Municipality:

School District:

*** ASSOCIATED DOCUMENT(S):****FEES / TAXES:**

RECORDING FEE:	
EASEMENT/RIGHT OF WAY	\$13.00
CRC #6544	\$2.00
RIF #6543	\$3.00
WRIT TAX	\$0.50
PA SURCHARGE #6548	\$40.25
EXTRA PAGE FEE	\$18.00
Total:	\$76.75

INSTRUMENT # : 6717641
RECORDED DATE: 12/21/2022 10:54:01 AM

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



Ann M. Hess
Recorder of Deeds

PLEASE DO NOT DETACH

THIS PAGE IS NOW PART OF THIS LEGAL DOCUMENT

NOTE: If document data differs from cover sheet, document data always controls.

*COVER PAGE DOES NOT INCLUDE ALL DATA, PLEASE SEE INDEX AND DOCUMENT AFTER RECORDING FOR ADDITIONAL INFORMATION

LANCASTER COUNTY RECORDER OF DEEDS OFFICE

Ann M. Hess, Recorder of Deeds

CUSTOMER RECEIPT

Receipt #: 2210651748
Printed: 12/21/2022 10:54:02 AM
Collected: 12/21/2022 10:54:01 AM
Paid By:
Submitted By:

Transaction #: 4094907
Operator ID: hhair

Payment Comment:

Charges

Type: EASEMENT/RIGHT OF WAY
Instrument: 6717641
Recorded: 12/21/2022 10:54:01 AM

# of Pages: 13		
RECORDING FEE:	\$13.00	CRC #6544
EASEMENT/RIGHT OF WAY		\$2.00
RIF #6543	\$3.00	WRIT TAX
PA SURCHARGE #6548	\$40.25	EXTRA PAGE FEE
		\$0.50
		\$18.00

SUBTOTAL \$76.75

Total Charges for Document(s): \$76.75

Payment

Credit Card 006663 \$76.75

Totals

Total Amount Due:	\$76.75
Total Amount Paid:	\$76.75
Refund ():	\$0.00

Ann M. Hess
Lancaster County Recorder of Deeds
150 N. Queen St.
Suite 315
Lancaster, PA 17603
Phone: 717-299-8238
Fax: 717-299-8393

When recorded, return to:
Mark D. Matticola
Fulton Financial Corporation
533 Fellowship Road, Suite 100
Mt. Laurel, NJ 08054

The County Parcel Identification No. of the Property is: 220-33748-0-0000

GRANTOR: Fulton Financial Realty Company

PROPERTY ADDRESS: 1695 State Street, East Petersburg, PA 17520

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 Borough of East Petersburg, Lancaster County.

The latitude and longitude of the center of the Property is: 40.099790, -76.361074.

The Property has been known by the following names:

- Hamilton Watch Company,
- Lancaster Metal Science,
- Lancaster Industrial Development Authority, and
- Fulton Financial Realty Company.

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.** Fulton Financial Realty Company, One Penn Square, P.O. Box 4887, Lancaster, PA 17604 is the owner of the Property and the GRANTOR and GRANTEE of this Environmental Covenant.

The mailing address of the owner is: Fulton Financial Realty Company, One Penn Square, P.O. Box 4887, Lancaster, PA 17604.

3. **Description of Contamination and Remedy.**

The Property is located at 1695 State Street in East Petersburg, Lancaster County, Pennsylvania, and is approximately 18 acres in size. From the early 1950s to 1977, the Hamilton Watch Company operated a photochemical etching and fuse assembly business at the Property. From 1977 to 1984, Lancaster Metal Science Corporation operated a photochemical etching business.

In 1979, Lancaster Industrial Development Authority acquired the Property and entered into an Installment Sale Agreement with Fulton Financial Corporation. Fulton Financial Realty Company (Fulton), a wholly-owned subsidiary of Fulton Financial Corporation, presently owns and operates the Property, which it uses for administrative offices.

Three surface impoundments, a drum storage area, a sludge disposal pit, two concrete pits, two septic seepage beds, and a wastewater treatment unit were used to manage waste at the Property. The primary contaminants in groundwater at the Property are volatile organic compounds (VOCs). The main VOCs of concern are Trichloroethylene (TCE), Vinyl Chloride, cis-1,2-Dichloroethylene, and trans-1,2-Dichloroethene. The source of contamination that contributed to groundwater contamination has been removed, and there is currently no known onsite source that poses a continuous impact to groundwater.

In 1997, pursuant to EPA's Corrective Action Program under the Solid Waste Disposal Act, commonly referred to as the Resource Conservation and Recovery Act (RCRA), as amended, 42 U.S.C. Sections 6901 to 6992k, EPA selected a Final Remedy for groundwater at the Property that required annual groundwater monitoring and natural attenuation via biodegradation as the primary component of the groundwater remedy. As a secondary component, a granular activated carbon (GAC) filter was installed to the existing sump system located in the boiler room that is used to prevent flooding in the basement of the Property's office building. The collected groundwater in the sump system is pumped and treated through the GAC filter prior to discharge into the storm sewer.

Since the initial investigation in 1988, VOC concentrations in groundwater have reduced significantly and continue to decrease through natural attenuation. Over the last twenty years, the groundwater plume has remained stationary and within the Property boundaries. There are no offsite groundwater wells located within a half mile radius of the Property. A local ordinance prevents the installation of groundwater wells for potable use; however, well installation for non-potable use may be permitted under this ordinance.

In 2018, Fulton conducted a risk assessment to evaluate the exposure risks for indoor air vapor intrusion associated with the onsite groundwater contamination. Several sub-slab soil gas samples were collected throughout the Property. Based on the levels detected in the sub-slab there are no unacceptable risks associated with groundwater vapor intrusion to the office building occupants at the Property.

In September 2021, EPA issued an Explanation of Significance Differences (ESD) that modified the Final Remedy for the Property by reducing the frequency and scope of groundwater monitoring to every five years plus three months at monitoring wells M-4, M-10, and the sump, provided that Fulton, or the then-current Property owner, continues to operate the pump-and-treat system with a GAC filter at the Property until EPA provides written approval that the cleanup standards in the Final Remedy have been attained. In addition, the ESD requires an annual well survey in coordination with appropriate representatives of East Petersburg Borough and East Hempfield Township to determine if any new wells are installed within a half-mile radius of the Facility that may impact the groundwater contaminant plume.

4. **Administrative Record.** The administrative record pertaining to the Property is at the locations listed below:

Attn: Chief, Corrective Action Branch #2
U.S. EPA Region III
4 Penn Center
1600 JFK Blvd.
Mail Code: 3LD20
Philadelphia, PA 19103

More information about that Property is available online at:

<https://www.epa.gov/hwcorrectiveactionsites/hazardous-waste-cleanup-fulton-financial-realty-company-formerly-lancaster>

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:

- The Property shall not be used for residential purposes unless it is demonstrated to EPA that such use will not pose a threat to human health or the environment, and EPA provides prior written approval for such use. Residential use includes, but is not limited to, any improvement, structure, or dwelling used for living accommodations including single-family residences, apartments or condominiums, hospitals or other medical facilities, schools, childcare centers, senior centers for the elderly, or live-in nursing homes.
- Groundwater at the Property shall not be used for any purpose except for EPA-approved monitoring unless EPA provides prior written approval for such use.
- Treatment of the groundwater by activated carbon in the sump system prior to discharge shall continue, existing monitoring wells shall remain operational, and monitoring at wells M4, M-10, and the sump shall continue every five years plus three months following EPA's approval of this Environmental Covenant until EPA has provided written approval that cleanup standards in the Final Remedy have been attained.
- By the end of every December following EPA's approval of this Environmental Covenant, Fulton, or the then-current Property owner, shall conduct an annual well survey in coordination with appropriate representatives of East Petersburg Borough and East Hempfield Township to determine if any new wells are installed within a half-mile radius of the Property that may impact the groundwater contaminant plume. If the annual groundwater well survey indicates that a well within a half-mile radius may cause the plume to migrate offsite, EPA shall evaluate the groundwater data and, if appropriate, propose a groundwater remedy modification, including re-

initiation of groundwater monitoring at wells M-5, M-6, and M-9, to protect human health and the environment.

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 January following EPA's approval of this Environmental Covenant the then-current owner of the Property shall submit to EPA, the Department, 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 EPA or the Department, 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), or 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 shall send a report to EPA, the Department, and any Holder. The report shall state whether 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 EPA and the Department, this Environmental Covenant grants to 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 that EPA approves this Environmental Covenant, Fulton shall file this Environmental Covenant with the Recorder of Deeds for Lancaster County and send a file-stamped copy of this Environmental Covenant to EPA within 90 days of EPA's approval of this Environmental Covenant. Within 90 days after this Environmental Covenant has been filed with the Recorder of Deeds for Lancaster County, Fulton shall send a file-stamped copy to East Petersburg Borough and Lancaster County.

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 paragraph 10.(b).

(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) EPA.

11. **EPA and the Department.**

(a) **Notification.** The then-current Property owner shall provide EPA and 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 or by the Attorney General of the United States, on behalf of EPA. In addition, the Department and EPA reserve their regulatory authorities under any law to enforce the activity and use limitations described in Paragraph 5, above.

12. **EPA and the Department addresses.**

Communications with EPA:

All notifications and submissions required by this Environmental Covenant shall be sent to EPA electronically. The documents shall reference the RCRA Facility name and RCRA ID Number and shall be submitted to:
R3_RCRAPOSTREM@epa.gov.

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

Attn: Environmental Cleanup and Brownfields Program Manager
PA Department of Environmental Protection
Southcentral Regional Office
909 Elmerton Avenue
Harrisburg, PA 17110

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:

Fulton Financial Realty Company, Grantor/Grantee/Holder

Date: 11/21/2022 By: Mark Matticola
Name: Mark Matticola
Title: VP

State of New Jersey
~~COMMONWEALTH OF PENNSYLVANIA~~) [other state, if executed outside PA]
COUNTY OF Burlington) SS:

On this 21 day of November, 2022, before me, the undersigned officer, personally appeared Mark Matticola [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.

Joan Lomax
Notary Public

JOAN LOMAX
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Apr. 2, 2023

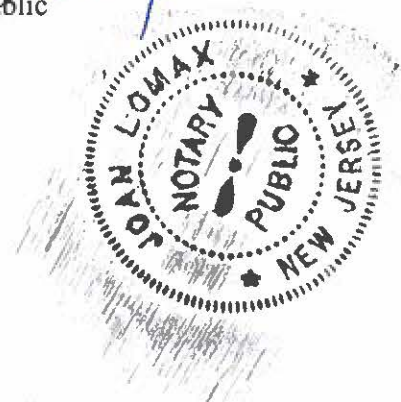




EXHIBIT A
PROPERTY DESCRIPTION

JAN 6 1995

995001086

25.00

This Deed

Made the 22nd day of December, in the year Nineteen hundred and ninety-four (1994);

Between LANCASTER INDUSTRIAL DEVELOPMENT AUTHORITY, a body politic and incorporated under the laws of the Commonwealth of Pennsylvania, having its principal office at 120 North Duke Street, Lancaster, Pennsylvania (hereinafter referred to as the "Grantor")

TAXES	
Pa. 20,000.00	Local 10,000.00
East Petersburg Hempfield School	

ONE PENN SQUARE REALTY, INC., by name change now FULTON FINANCIAL REALTY COMPANY, P.O. Box 4887, Lancaster, Pennsylvania (hereinafter referred to as the "Grantee")

Witnesseth, That in consideration of Two Million and 00/100 (\$2,000,000.00) Dollars, in hand paid, the receipt whereof is hereby acknowledged, the said Grantor does hereby grant and convey to the said Grantee, its successors and assigns,

ALL THAT CERTAIN tract of land with the improvements thereon situate on the North side of State Street (Pa. 772) in the Borough of East Petersburg, County of Lancaster and Commonwealth of Pennsylvania, as shown on a survey by Edward A. Kost & Associates, dated January 13, 1979 (Drawing No. 786-3) more fully bounded and described as follows to wit:

BEGINNING at a point in State Street (Pa. 772), said point being the southwest corner of land now or late of L. Eugene Buckwalter and Mary Ellen Buckwalter; thence extending in and along said State Street, South fifty-one (51) degrees twenty-three (23) minutes thirty-seven (37) seconds West, a distance of seventy-four and eighty hundredths (74.80) feet to a point in said State Street, said point being also the southeast corner of land now or late of Norman S. Peifer and Alice W. Peifer; thence leaving said State Street and extending along said land now or late of Norman S. Peifer and Alice W. Peifer, North twenty-two (22) degrees seven (07) minutes forty-seven (47) seconds West, a distance of three hundred twenty-eight and forty-five hundredths (328.45) feet to a concrete monument, said point being the northeast corner of said land now or late of Norman S. Peifer and Alice W. Peifer; thence extending along the same, and lands now or late of Donald M. Heagy and Sara A. Heagy, T. Hershey Rohrer and Ruth H. Rohrer, Elizabeth H. Rohrer, Harold L. Myer and Esther L. Myer, Henry B. Gochbauer, Elizabeth H. Rohrer and Pennsylvania Power & Light Company, respectively, South fifty-eight (58) degrees twenty-seven (27) minutes nineteen (19) seconds West, a distance of seven hundred ninety-two and sixty hundredths (792.60) feet to a point in line of land now or late of said Pennsylvania Power & Light Company; thence extending further along land now or late of Pennsylvania Power & Light Company, South eighty-eight (88) degrees forty-two (42) minutes nine (09) seconds West, a distance of seventeen and sixteen hundredths (17.16) feet to a point on the east side of the Reading Railroad (Conrail); thence along said east side of the Reading Railroad (Conrail), North seventeen (17) degrees two (2) minutes fifty-one (51) seconds West, a distance of eight hundred three and eighty-eight hundredths (803.88) feet to a concrete monument; thence extending along the Development of Hamilton Circle as recorded in Subdivision Plan Book 21, Page 48, the following two (2) courses and distances: (1) North eighty-seven (87) degrees fifty-five (55) minutes nineteen (19) seconds East, a distance of eight

WT 50 RF 13.00 AM 1152 TOT 25.00

DISTRICT 220 TAX MAP NO. 10H-9-6

BEING THE SAME PREMISES which Hamilton Watch Company, now by change of name known as HMW Industries, Inc., a Pennsylvania corporation, by deed dated and recorded May 18, 1979 in the Recorder of Deeds Office in and for Lancaster County, Pennsylvania, in Deed Book D, Volume 77, Page 545, granted and conveyed unto the Lancaster Industrial Development Authority.

AND BY AGREEMENT AND ASSIGNMENT dated and recorded May 18, 1979 in the aforesaid Recorder's Office in Deed Book D, Volume 77, Page 579, and by First Amendment to Agreement and Assignment dated and recorded February 19, 1980 in the aforesaid Recorder's Office in Deed Book K, Volume 79, Page 125, the Lancaster Industrial Development Authority for security purposes assigned all its right, title and interest in the Agreement and Assignment and First Amendment to Agreement and Assignment to Girard Bank, now Mellon Bank, N.A.

44-38861-100

Number of Goods

And The Said Grantor does covenant, promise and agree, to and with the said Grantee, its successors and assigns, that the Grantor has not done, committed, or knowingly or willingly suffered to be done or committed, any act, matter or thing whatsoever, whereby the premises herein granted, or any part thereof, is, are, shall, or may be impeached, charged or incumbered, in title, charge, estate or otherwise howsoever.

In Witness Whereof, said Grantor has hereunto executed these presents the day and year first above written.

LANCASTER INDUSTRIAL DEVELOPMENT AUTHORITY

Mellon Bank, N.A., Assignee of the rights and interest of the Lancaster Industrial Development Authority under the Installment Sale Agreement, hereby terminates the Agreement and Assignment and the Amendment thereto, and consents to this conveyance.

By: [Signature]
Attest: Marsha M. B. [Signature]
SECRETARY

MELLON BANK, N.A.

By: [Signature]
Attest: [Signature]

01/06/95 3:54PM 010W0059 A-
PA TAX \$20000.00

Commonwealth of Pennsylvania:

01/06/95 3:54PM 010W0059 A-
LOCAL TAX \$10000.00

: SS.

County of Lancaster

01/06/95 3:54PM 010W0059 A-
LOCAL TAX \$10000.00

ON THIS, the 22nd day of December, 1994, before me, a notary public, the undersigned officer, personally appeared Wm. R. Taylor, III, who acknowledged himself to be the Vice President of the Lancaster Industrial Development Authority, and that he as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the said Authority by himself, as such officer.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal.

NOTARIAL SEAL
JUDY ANN BOULTECH, Notary Public
Lancaster, Lancaster County, PA
My Commission Expires February 12, 1995

[Signature]
Notary Public

I hereby Certify that the precise address of the Grantee herein is P.O. Box 4887, Lancaster, PA 17604.

[Signature]
Daniel Blakinger, Esquire

BLAKINGER, BYLER & THOMAS, P.C.
28 PENN SQUARE
LANCASTER, PA 17603
(717) 299-1100

4540 0447

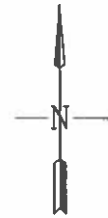
EXHIBIT B
PROPERTY MAP

Z:\FULTON FINANCIAL\329933.00.0.000.00.00\329933-002.DWG



LEGEND

— PROPERTY BOUNDARY



PA STATE PLANE
NAD 83 SOUTH US FT

200' 0 200'

SCALE IN FEET

FULTON FINANCIAL CORPORATION
1695 STATE STREET
EAST PETERSBURG, PA 17520

PROPERTY BOUNDARIES



job no.	329933.00.00.1000.100
file no.	329933-002.dwg
drawn	BYJ
checked	05/24/18
approved	
figure no.	1