

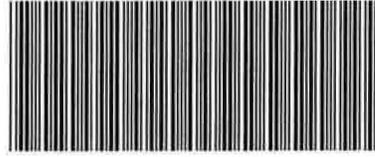


**Frederick C. Sheeler**  
**Berks County Recorder of Deeds**

Berks County Services Center 3<sup>rd</sup> Floor  
 633 Court Street  
 Reading, PA 19601  
 Office: (610) 478-3380 ~ Fax: (610) 478-3359  
 Website: www.countyofberks.com/recorder

**INSTRUMENT # 2016019565**

RECORDED DATE: 06/13/2016 10:19:41 AM



4583852-0005X

**Document Type:** MISC INSTRUMENT WITH  
**JUDICIAL FEE**

**Transaction #:** 4997358  
**Document Page Count:** 13  
**Operator Id:** donnas

**PARCEL ID(s): (See doc for additional parcel #'s)**  
 6653091175142813

**SUBMITTED BY:**  
 DAVIS BUCCO  
 10 E 6TH AVE  
  
 SUITE 100  
 CONSHOCHOCKEN, PA 19428

**\* PROPERTY DATA:**

\*\* PLEASE SEE DOCUMENT OR INDEX FOR PROPERTY DATA

**\* ASSOCIATED DOCUMENT(S):**

**FEES / TAXES:**

RECORDING FEES: MISC INSTRUMENT WITH JUDICIAL FEE	\$26.00
RECORDS IMPROVEMENT FUND	\$5.00
JUDICIAL FEE	\$35.50
WRIT TAX	\$0.50
ADDITIONAL PAGE FEE	\$36.00
PARCEL ID FEE	\$10.00
<b>Total:</b>	<b>\$113.00</b>

**INSTRUMENT #: 2016019565**

Recorded Date: 06/13/2016 10:19:41 AM

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



**Frederick C. Sheeler**  
**Recorder of Deeds**

**OFFICIAL RECORDING COVER PAGE**

**PLEASE DO NOT DETACH**

THIS PAGE IS NOW PART OF THIS LEGAL DOCUMENT

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

**\*COVER PAGE DOES NOT INCLUDE ALL DATA, PLEASE SEE INDEX AND DOCUMENT FOR ANY ADDITIONAL INFORMATION.**

When recorded, return to:  
David I. Davis, Esquire  
10 East 6<sup>th</sup> Avenue, Suite 100  
Conshohocken, PA 19428  
*Attorney for Kaiser Investment Company*

The County Parcel Identification No. of the Property is: 66530911751428  
**GRANTOR: Kaiser Investment Company**  
**PROPERTY ADDRESS: 4700 North 5<sup>th</sup> Street Highway, Temple, PA 19560**

### **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 or PADEP).

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

The latitude and longitude of the center of the Property is: 40/24/16.07 and 75/55/43.17.

The Property has been known by the following name(s): Eltra Corporation, Prestolite Battery

The PADEP Land Recycling Primary Facility ID # is 802843.

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.

Property Owner / GRANTOR / GRANTEE. **Kaiser Investment Company** is the owner of the Property and the GRANTOR and GRANTEE of this Environmental Covenant.

The mailing address of the owner is: 4700 North 5<sup>th</sup> Street, Suite 2, Temple, PA 19560

2. **Description of Contamination & Remedy.** The property is developed with a 124,533 square foot multi-tenant industrial building constructed in phases from the 1920s to the 1960s. The property was occupied by various industrial activities since the original development, including most notably, a lead battery manufacturing facility from 1956 to 1986. A release of lead was discovered during the sale of the property in 1990 and a Phase II ESA further defined the extent of the contamination.

The US Environmental Protection Agency (US EPA) RCRA Corrective Action program

concluded in February 1999 that there were no further concerns related to human exposure risks and migration of contaminants in groundwater. However, the US EPA recommended that Kaiser Investment Company (Kaiser) enter the facility into the Pennsylvania Land Recycling Program (Act 2). The US EPA also suggested that Kaiser demonstrate that the facility meets one of the Act 2 standards for non-residential use and place an environmental covenant on the property limiting usage to non-residential and prohibiting groundwater use.

Lead impacted soils were excavated and properly disposed of offsite. Analytical results indicate that soil samples obtained in Areas A, B and C were below the selected non-residential statewide health standard of 450 mg/Kg for lead. Of the samples obtained in Areas D and E, Kaiser utilized the 75%/10X rule to meet the clean-up standard.

The site contamination history and remediation activities are detailed in the Act 2 Final Act 2 Report approved by the PA DEP on March 4, 2016. In addition, records pertaining to the contamination are located or available through EPA, Region III, 1650 Arch Street, Philadelphia, PA 19103. Pursuant to the PA DEP's report, the project demonstrated attainment of the Non-Residential Statewide Health Standard for lead in soils in five distinct areas on the Property.

3. **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 shall be used for non-residential purposes only, as defined by the Land Recycling and Environmental Remediation Standards Act, and shall not be used for residential purposes including but not limited to residential dwellings, schools, day-care centers, nursing homes, or other residential-style facilities or recreational areas.
- b) Groundwater at the Facility shall not be used for any purpose other than the operation, maintenance, and monitoring activities currently being conducted by the Facility and required by PADEP and/or EPA, unless it is demonstrated to PADEP and/or EPA that such use will not pose a threat to human health or the environment or adversely affect or interfere with the final remedy and the Facility obtains prior written approval from PADEP and/or EPA for such use;
- c) No new wells shall be installed on the Facility property unless it is demonstrated to PADEP and/or EPA that such wells are necessary to implement the final remedy and the Facility obtains prior written approval from PADEP and/or EPA to install such wells;
- d) Any soil excavation in Areas A, B, C, D and/or E may only be completed as per a written Soil Management Plan.

In addition, the Facility owner shall provide EPA with a coordinates survey as well as a metes and bounds survey, of the Facility boundary. Mapping the extent of the land use restrictions will allow for presentation in a publicly accessible mapping program such as Google Earth or Google Maps.

4. **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.

5. **Compliance Reporting.** Upon written request by either PADEP or EPA, the then current owner of the Property shall submit to the Department and EPA 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 EPA, b) transfer of title of the Property or of any part of the Property affected by this Environmental Covenant, c) noncompliance with paragraph 3 (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 and EPA. The report will state whether or not there is compliance with paragraph 3. If there is noncompliance, the report will state the actions that will be taken to assure compliance.

6. **Access by the Department and by the EPA.** In addition to any rights already possessed by the Department and by the EPA, this Environmental Covenant grants to the Department and to the EPA a right of reasonable access of the Property in connection with implementation or enforcement of this Environmental Covenant.

7. **Recording and Notification of Recording.** Within 30 days after the date of the Department's approval of this Environmental Covenant, the law firm of Davis Bucco shall, on behalf of Kaiser, file this Environmental Covenant with the Recorder of Deeds of Berks County, and send a file-stamped copy of this Environmental Covenant to the Department within 90 days of the Department's approval of this Environmental Covenant. Within that time period, the law firm of Davis Bucco also shall send a file-stamped copy to each of the following: Muhlenberg Township, Berks County and the EPA.

8. **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 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.

9. **EPA.**

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

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

Environmental Cleanup and Brownfields Program  
 Land Recycling Chief  
 Southcentral Regional Office  
 Pennsylvania Department of Environmental Protection  
 909 Elmerton Avenue  
 Harrisburg, PA 17110-8200

Paul J. Gotthold  
 Associate Director  
 Office of Pennsylvania Operations  
 United States Environmental Protection Agency  
 Region II  
 1650 Arch Street  
 Philadelphia, PA 19103-2029

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

Date: 5/18/16  
 By:   
 Name: David K. Leinbach

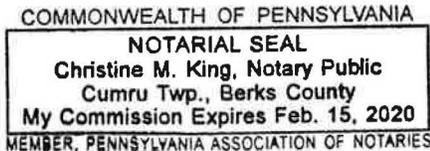
Title: Owner

COMMONWEALTH OF PENNSYLVANIA )  
 )  
COUNTY OF BERKS )

SS:

On this 18<sup>th</sup> day of May, 2016, before me, the undersigned officer, personally appeared David K. Leinbach, 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.



Christine M King  
NOTARY PUBLIC

APPROVED, by Commonwealth of Pennsylvania, Department of Environmental Protection

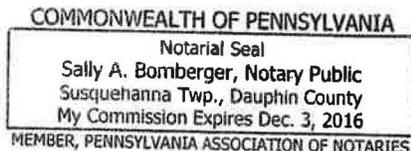
Date: 5-27-16 By: Kathleen Horvath  
Name: Kathleen Horvath  
Title: EC+B Acting Program Manager

COMMONWEALTH OF PENNSYLVANIA )  
 )  
COUNTY OF Dauphin )

SS:

On this 27<sup>th</sup> day of May, 2016, before me, the undersigned officer, personally appeared Kathleen Horvath, who acknowledged himself/herself to be the Acting Program Manager [Title] of the Commonwealth of Pennsylvania, Department of Environmental Protection, Southcentral Regional Office [insert name of regional office], 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.



Sally A. Bomberger  
NOTARY PUBLIC

**EXHIBIT**  
**A**

EXHIBIT A

LEGAL DESCRIPTION OF MORTGAGED PROPERTY

ALL THAT CERTAIN tract or piece of land situate and lying to the West of William Penn Highway, North of Shalter Avenue, on the Plan of South Twp., Section Nos. 2 and 3, said plan not recorded, in the Township of Mahanoy, County of Berks and Commonwealth of Pennsylvania, more fully bounded and described as follows, to wit:

BEGINNING at a point, said point being on the Easterly side of the bed of a former twenty foot (20') wide alley and on the Northerly building line of Shalter Avenue fifty feet (50') wide, to said place of beginning further being one hundred sixty feet (150') Westward from the Westerly building line of the William Penn Highway one hundred twenty feet (120') wide, as shown on said plan of South Twp.; thence extending along the Northerly building line of Shalter Avenue, North eighty (80) degrees West twenty feet (20') to a point; thence extending across, Shalter Avenue, South ten (10) degrees West fifty feet (50') to a point; thence extending along land now or late of the Commonwealth of Pennsylvania, North eighty (80) degrees West two hundred eleven feet and sixty-three hundredths of one foot (211.63') to a point on the Easterly right of way line of the Reading Company - Schuylkill and Lehigh Division; thence extending along said Easterly right of way line of the Reading Company - Schuylkill and Lehigh Division, the two following courses and distances: (1) North eighteen (18) degrees fifty-one and one-half (51-1/2) minutes East forty feet and thirty-four hundredths of one foot (40.34') to a point, (2) along the arc of a curve deflecting to the left, having a radius of five thousand seven hundred sixty feet (5,760'), a central angle of two (2) degrees thirty-seven (37) minutes thirty-three (33) seconds, the chord of said curve bearing North seven-tenths (7) degrees twenty-three (23) minutes thirty-eight (38) seconds East, for a distance along the chord of two hundred sixty-three feet and ninety-six hundredths of one foot (263.96'), a distance along the arc of two hundred sixty-three feet and ninety-eight hundredths of one foot (263.98') to a point; thence extending along land now or late of Reading Batteries, Inc., the three (3) following courses and distances: (1) South eighty (80) degrees East one hundred fifty-six feet and twenty hundredths of one foot (156.20') to a point; (2) South forty-two (42) degrees thirty-three (33) minutes East forty-three feet and ninety hundredths of one foot (43.90') to a point; (3) South ten (10) degrees West, following the Easterly side of the bed of the former twenty foot (20') wide alley, two hundred twenty-five feet (225') to the place of BEGINNING.

CONTAINING in area sixty-one thousand eight hundred twenty-four and four hundredths (61,821.04) square feet of land.

BEING THE SAME PREMISES WHICH Moore Body Company, a Pennsylvania corporation, granted and conveyed unto Eitel Corporation, a New York corporation, by deed dated February 25, 1919 and recorded in Deed Book Volume 1543, page 806, Berks County records.

AND

ALL THAT CERTAIN tract or piece of land, being a portion of the bed of Shalter Avenue as shown on the plan of South Twp., second and third sections, as laid out by William A. Sharp in April 1922, said plan remaining unrecorded, situate on the Westerly side of Pennsylvania State Highway U.S. Route No. 222, Northwardly from Water Street, in the Township of Mahanoy, County of Berks and Commonwealth of Pennsylvania, more fully bounded and described as follows, to wit:

BEGINNING at the intersection of the Westerly required right of way line of Pennsylvania State Highway U.S. Route No. 222 with the Southerly lot line of Shalter Avenue (50 feet wide as shown on the plan of South Twp., 2nd and 3rd Sections); thence extending in a Westerly direction along the Southerly lot line of Shalter Avenue, forming a right angle with the Westerly required right of way line of Pennsylvania State Highway U.S. Route No. 222 a distance of 150.00 feet to a point; thence extending in a Northerly direction, crossing Shalter Avenue, forming a right angle with the Southerly lot line of Shalter Avenue, a distance of 50.00 feet to a point on the Northerly lot line of Shalter Avenue, being on the Westerly side of a 20 foot wide alley; thence extending in an Easterly direction, forming a right angle with the last described line, a distance of 20.00 feet to a point on the Easterly side of said 20 foot wide alley; thence extending in a Southerly direction along the Easterly side of said 20 foot wide alley, forming a right angle with the last

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EXHIBIT "A" - page 2

described line, a distance of 10.00 feet to a point on the northerly curb line of Shalter Avenue; thence extending in an easterly direction along the northerly curb line of Shalter Avenue, forming a right angle with the easterly side of said 20-foot wide alley, a distance of 150.00 feet to a point of curvature; thence extending in a northeasterly direction along the arc of a curve deflecting to the left having a radius of 20 feet, a central angle of 90 degrees, a distance along the arc of 31.42 feet to a point of tangency on the westerly required right of way line of Pennsylvania State Highway U.S. Route 222; thence extending in a southerly direction along the westerly required right of way line of Pennsylvania State Highway U.S. Route 222, tangent to the last described curve, a distance of 60.00 feet to the place of BEGINNING.

BEING THE SAME PREMISES WHICH South Temple Realty Corporation, a Pennsylvania corporation, granted and conveyed into Eltra Corporation, a New York corporation, by deed dated October 8, 1969 and recorded in Deed Book Volume 1559, page 1142, Berks County records.

AND

ALL THAT CERTAIN tract of piece of land, being a strip of land located to the north of the bed of Shalter Avenue as shown on the Plan of South Temple, Second and Third Sections, as laid out by Willis A. Sharp in April, 1929, said plan remaining unrecorded, situate on the westerly side of Pennsylvania State Highway U.S. Route No. 222, northwardly from Water Street, in the Township of Mohlerberg, County of Berks and Commonwealth of Pennsylvania, more fully bounded and described as follow, to wit:

BEGINNING at the intersection of the westerly required right of way line of Pennsylvania State Highway U.S. Route No. 222 with the northerly line of Shalter Avenue (being generally 50 feet wide as shown on the plan of South Temple, Second and Third Sections); thence extending in a westerly direction along a line parallel to and 10.00 feet north of the northerly curb line of Shalter Avenue forming a right angle with the westerly required right of way line of Pennsylvania State Highway U.S. Route No. 222, a distance of 150.00 feet to a point on the easterly side of a 20 feet wide alley; thence extending in a southerly direction along the easterly side of said 20 feet wide alley forming a right angle with the last described line a distance of 10.00 feet to a point on the northerly curb line of Shalter Avenue; thence extending in an easterly direction along the northerly curb line of Shalter Avenue forming a right angle with the easterly side of said 20 feet wide alley, a distance of 150.00 feet to a point of curvature; thence extending in a northeasterly direction along the arc of a curve deflecting to the left having a radius of 20 feet, a central angle of 90 degrees, a distance along the arc of 31.42 feet to a point of tangency on the westerly required right of way line of Pennsylvania State Highway U.S. Route No. 222, being the place of BEGINNING.

BEING THE SAME PREMISES WHICH Reading Batteries, Inc., a Pennsylvania corporation, granted and conveyed into Eltra Corporation, a New York corporation, by deed dated December 29, 1969 and recorded in Deed Book Volume 1560, page 8, Berks County records.

AND by Plan of Merger approved January 23, 1980 the said Eltra Corporation merged into and became part of Atrai Corporation.

AND by amending Article to the Certificate of Incorporation Atrai Corporation became known as Eltra Corporation.

AND by Certificate of Merger dated May 27, 1982 the said Eltra Corporation merged with Bunker Rano Corporation and became known as Bunker Rano-Eltra Corporation.

AND by Certificate of Merger dated January 16, 1986 the said Bunker Rano-Eltra Corporation merged with Allied International Finance Corporation, Wheelabrator International, Inc., and Signal Applied Technologies, Inc. and became known as Allied Corporation.

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AND

ALL THAT CERTAIN tract or piece of land, situate along the westerly side of the William Penn Highway, being Pennsylvania State Highway U.S. Route No. 222, leading from Reading to Allentown and along the north side of Shalter Avenue at South Temple in the Township of Mahlenberg, County of Berks and Commonwealth of Pennsylvania, more fully bounded and described as follows, to wit:

**BEGINNING** at the intersection of the required right-of-way line of the William Penn Highway with the northerly lot line of Shalter Avenue; thence extending in a westerly direction along the northerly lot line of Shalter Avenue (fifty feet (50') wide), forming a right angle with the westerly required right-of-way line of the William Penn Highway, passing through a marble monument at a distance of twenty feet (20'), a total distance of one hundred seventy feet (170') to a marble monument; thence extending along said lot or lots of Moore Body Company, the three (3) following directions and distances:

(1) in a northerly direction, forming a right angle with the northerly lot line of Shalter Avenue, a distance of two hundred twenty-five feet (225') to a point; (2) in a northwesterly direction forming an interior angle of two hundred thirty-two degrees (232) thirty-three minutes (33') with the last described line, a distance of forty-three feet and ninety hundredths of one

foot (43.90') to a point; (3) in a westerly direction, forming an interior angle of two hundred seventeen degrees (217) twenty-seven minutes (27') with the last described line, a distance of one hundred fifty-six feet and ninety-one hundredths of one foot (156.91') to a point on the Eastern right-of-way line of the Schuylkill and Lehigh Division of Reading Company; thence extending along said Eastern right-of-way line, being along the arc of a curve deflecting to the left, having a radius of five thousand seven hundred fifty-nine feet and sixty-five hundredths of one foot (5,759.65') a central angle of one degree (01) twenty-eight minutes (28) fifty-six and one-tenth seconds (18.91); the tangent of said curve forming an interior angle of eighty-three degrees (83) forty-eight minutes (48) three seconds (03) with the last described line, a distance along the arc of one hundred forty-nine feet (149') to a marble monument; thence extending in an easterly direction along property now or late of William E. Klein forming an interior angle of ninety-four degrees (94) forty-three minutes (43) one-tenth of one second (1.9) with the tangent to the last described curve, a distance of three hundred forty-seven feet and sixty-three hundredths of one foot (347.63') to a point on the westerly required right-of-way line of William Penn Highway, the last described line passing through a marble monument on line at a distance of twenty feet (20') from said required right-of-way line; thence extending in a southerly direction along the westerly required right-of-way line of said William Penn Highway, forming a right angle with the last described line, a distance of four hundred feet (400') to the place of BEGINNING.

*Handwritten signature*

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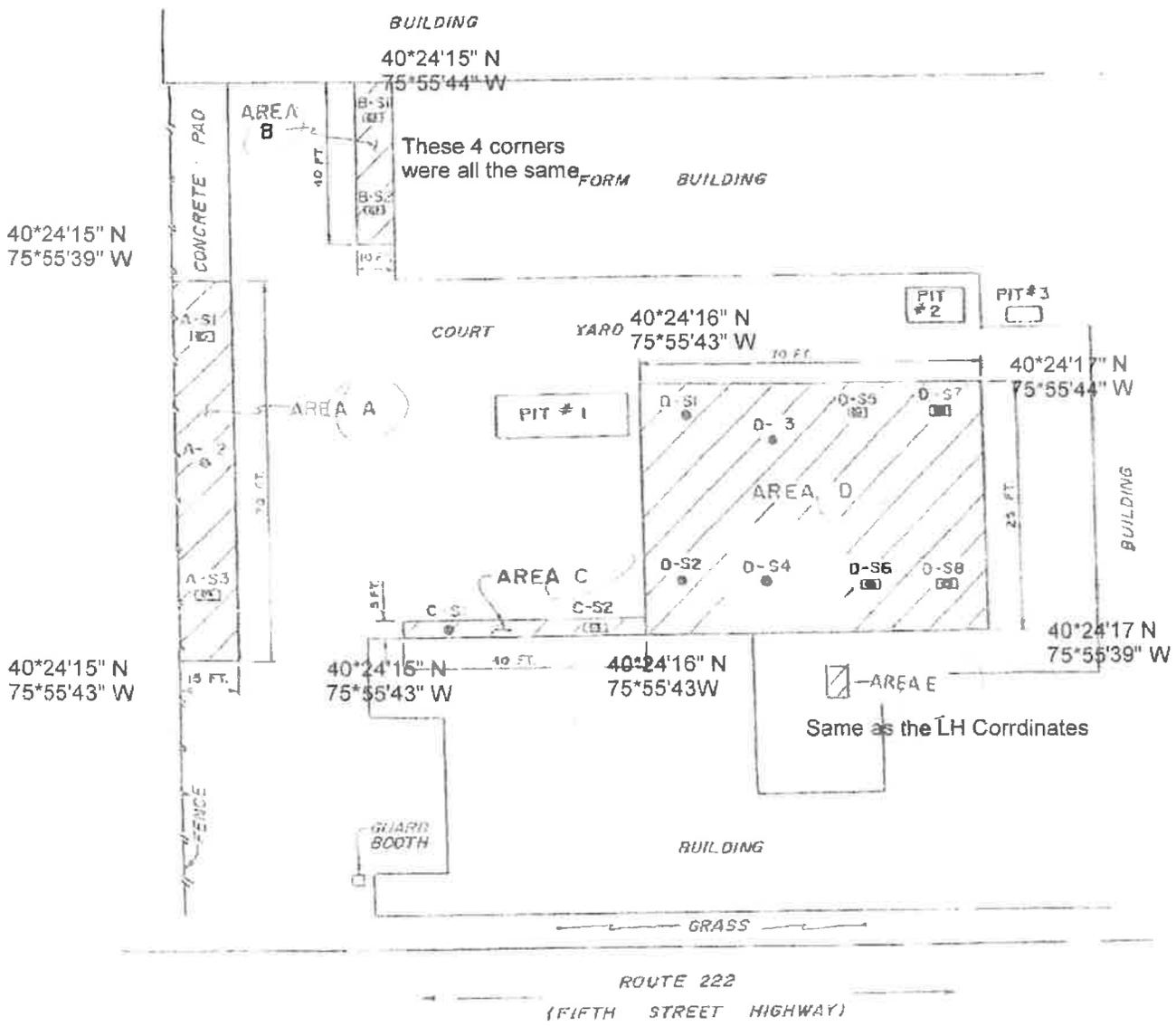
**EXHIBIT  
B**



Google earth







**LEGEND**

- SAMPLE LOCATIONS - PHASE I
- SAMPLE LOCATIONS - PHASE II
- ▨ AREA OF REMEDIATION

**FIGURE 3-1**  
**SITE PLAN**  
 FORMER PRESTOLITE BATTERY PLANT  
 W.O. NO. 4335-000  
 NOT TO SCALE