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Michele Mustello

Butler County Recorder PA

10/17/2019 1:56 PM

T20190016599



I hereby CERTIFY
that this document is
recorded in the
Recorder's Office
of Butler County,
Pennsylvania

Michele M. Mustello
Michele M. Mustello - Recorder of Deeds

When recorded, return to:
Sechan Limestone Industries, Inc.
2925 New Castle Road
Portersville, PA 16051

The County Parcel Identification No. of the Property is:

A Portion of Butler County Parcel 240-4F137-20

GRANTOR: Lake Arthur Estates, LLC

PROPERTY ADDRESS: State Route 422

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 subject to this Environmental Covenant is located in Butler County, Pennsylvania, and is a portion of Butler County Parcel No. 240-4F137-20. The subject property is identified as RCRA Area G, as described in Exhibit A to this Environmental Covenant and as depicted in maps attached hereto as Exhibits B-1 and B-2 (the "Property"). The latitude and longitude of the center of the Property are:

40.9616026° latitude, -80.146088° longitude

2. **Property Owner / GRANTOR.** The following is the Owner of the Property and the GRANTOR of this Environmental Covenant, with a mailing address of:

Lake Arthur Estates, LLC
2925 New Castle Road
Portersville, PA 16051

3. **Holder / GRANTEE.** The following is a GRANTEE and a "holder," as that term is defined in 27 Pa. C.S. § 6502, of this Environmental Covenant, with a mailing address of:

Sechan Limestone Industries, Inc.
2925 New Castle Road
Portersville, PA 16051

4. **Description of Contamination and Remedy.** Sechan Limestone Industries, Inc. ("Sechan") formerly operated the Property as a landfill unit under a Pennsylvania Department of Environmental Protection ("Department") solid waste permit. The Property covers

approximately 1.67 acres. It received only non-hazardous, lime-neutralized pickle liquor waste in 1972 and 1973.

The landfill unit was closed, with waste remaining in place, under the supervision of the Department. It was graded and covered with a cap consisting of several feet of clay, soil, and a vegetated layer. All contaminated material is contained under the landfill cap. Groundwater monitoring shows no contamination above the EPA drinking water screenings levels.

Post-closure care requirements specified in the October 23, 1996 Consent Order and Agreement ("1996 COA") between Sechan Limestone Industries, Inc. and the Department have been satisfied and the post-closure period has expired.

In September 2016, EPA issued its Final Decision and Response to Comments for the Sechan Limestone Industries, Inc. facility ("Final Decision"), including the Property. The Final Remedy as set forth in the Final Decision requires:

- a) maintenance of the Property's vegetative cover in such a manner as to prevent erosion of the cap cover, and
- b) implementation of land and groundwater use restrictions, to prevent human exposure to contaminants, in accordance with enumerated Activities and Use Limitations.

The administrative record pertaining to the Final Decision is located at:

EPA, Region III
1650 Arch Street
Philadelphia, PA 19103

5. **Activity and Use Limitations.** The Property, which is identified in Paragraph 1 and in the Exhibits to this Environmental Covenant, is subject to 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 following use limitations shall apply.

- a) The Property shall not be used for residential purposes.
- b) No wells shall be installed on the Property unless the Department provides prior written approval to install such wells.
- c) The Property shall not be used in any way that will adversely affect or interfere with the integrity and protectiveness of the cap, unless it is demonstrated to the Department or EPA that such use will not pose a threat to human health or the environment and Department or EPA provides prior written approval for such disturbance.
- d) All earth moving activities on the Property, including excavation, drilling and construction activities, shall be conducted in a manner such that the activity will not pose a threat to human health and the environment. No such activities shall take place at the Property unless the Department or EPA provides prior written approval.

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 or revisions thereto, and shall provide the recorded location of this Environmental Covenant unless it has been terminated or modified in accordance with 27 Pa. C.S. Sections 6509 or 6510.

7. **Compliance Reporting.** By the end of every second 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 herein, written documentation stating whether or not the activity and use limitations in this Environmental Covenant are being abided by. In addition, within 30 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, 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 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, the GRANTOR, Lake Arthur Estates, LLC, shall file this Environmental Covenant with the Recorder of Deeds for the County in which the Property is located, and send a file-stamped copy of this Environmental Covenant to EPA within 90 days of EPA's approval of this Environmental Covenant. Within 60 days after this Environmental Covenant has been filed with the Recorder of Deeds for the County in which the Property is located, the GRANTOR, Lake Arthur Estates, LLC, shall send a file-stamped copy to each of the following: Butler County; the Department; and Holder Sechan Limestone Industries, Inc.

10. **Termination or Modification.** This Environmental Covenant runs with the land unless terminated or modified in accordance with 27 Pa. C.S. §§ 6509 or 6510. 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 fifteen calendar days of the owner's receiving notice of the pendency of such proceeding.

11. **The Department.**

- (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 fifteen 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 fifteen 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 fifteen 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 fifteen 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:

A file-stamped copy of this Environmental Covenant shall be sent to:

US EPA Region 3
1650 Arch Street
Philadelphia, PA 19103

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. The documents shall reference the RCRA Facility name and RCRA ID Number. The documents shall be submitted to:
R3_RCRAPOSTREM@epa.gov.

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

PA Department of Environmental Protection
Waste Management Program
Northwest Regional Office
230 Chestnut Street
Meadville, PA 16335

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.

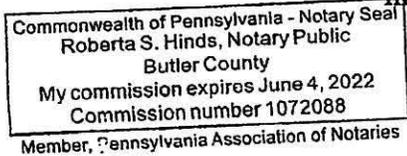
ACKNOWLEDGMENTS

Date: 9-17-2019 Lake Arthur Estates, LLC, Grantor
By: [Signature]
Name: Robert J. Sechan
Title: Managing Member

COMMONWEALTH OF PENNSYLVANIA)
)
COUNTY OF Butler) SS:

On this 17 day of Sept, 2019, before me, the undersigned officer, personally appeared Robert J. Sechan, Managing Member of Lake Arthur Estates, LLC, Grantor of this Environmental Covenant, and Owner of Butler County Parcel 240-4F137-20, 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.



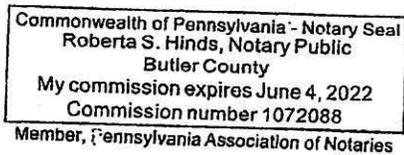
[Signature]
Notary Public

Date: 9-17-2019 Sechan Limestone Industries, Inc., Grantee
By: [Signature]
Name: Robert J. Sechan
Title: President

COMMONWEALTH OF PENNSYLVANIA)
)
COUNTY OF Butler) SS:

On this 17 day of Sept, 2019, before me, the undersigned officer, personally appeared Robert J. Sechan, President, Sechan Limestone Industries, Inc., Grantee of this Environmental Covenant, 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.



[Signature]
Notary Public

APPROVED, by the United States Environmental Protection Agency

Date: 10.3.19

By: *John A. Armstead*

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

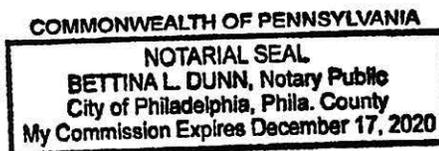
COMMONWEALTH OF PENNSYLVANIA)

COUNTY OF PHILADELPHIA) SS:

On this 3 day of October, 2019, before me, the undersigned officer, personally appeared John A. Armstead of the United States Environmental Protection Agency, known to me (or satisfactorily proven) to be the person described in the foregoing instrument, and acknowledged that he executed the same in the capacity therein stated and for the purposes therein contained.

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

Bettina L. Dunn
Notary Public



**SECHAN LIMESTONE INDUSTRIES, INC.
ENVIRONMENTAL COVENANT
EXHIBIT A
DESCRIPTION OF PROPERTY, RCRA AREA G**

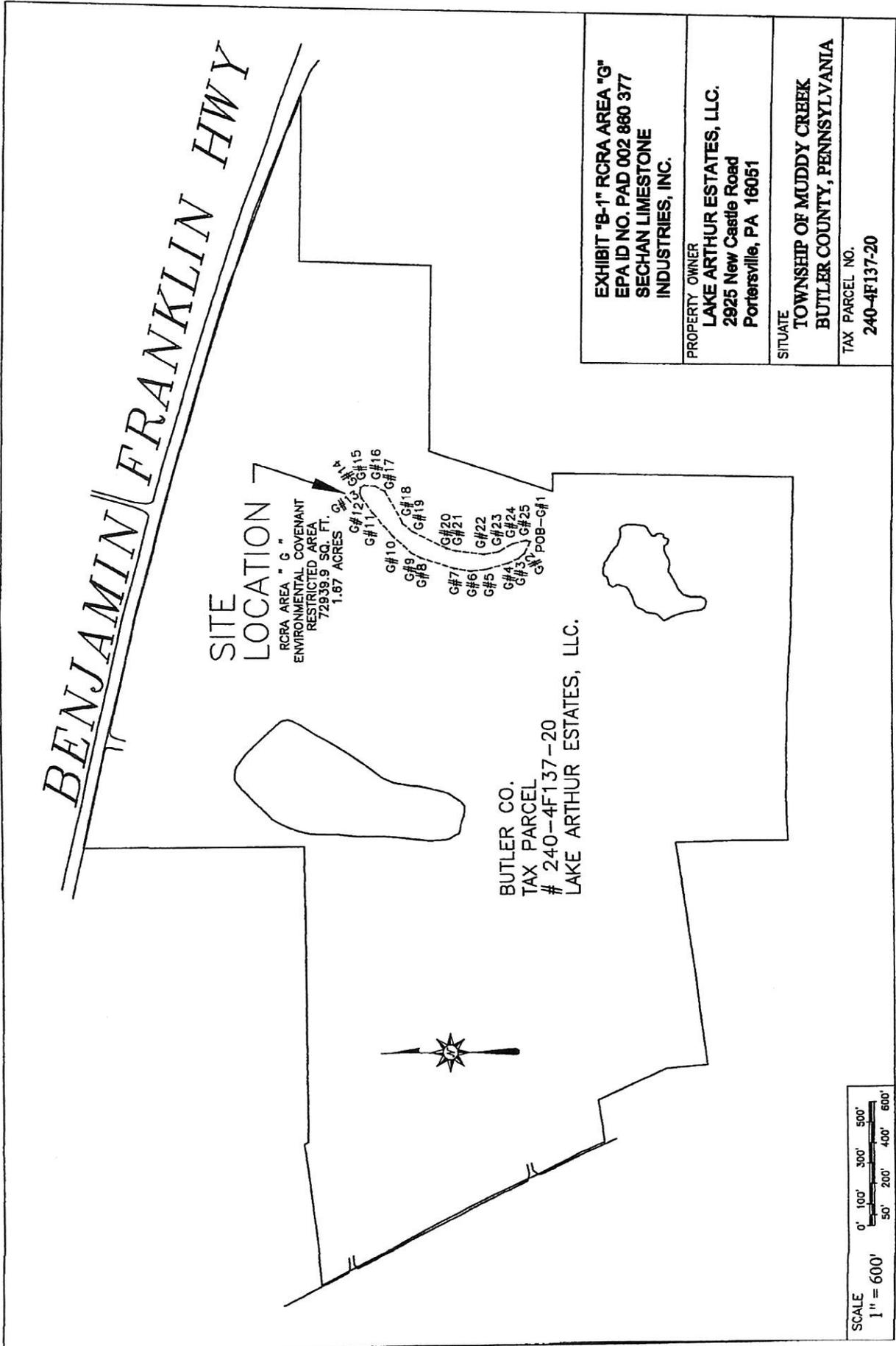
POB is located at 40.9603778° Latitude, and -080.1458465° Longitude, and is described as follows:

From POB-G#1 N 62°30'34" W, a distance of 60.69 feet to G#2, thence N 40°25'41" W, a distance of 35.28 feet to G#3, thence N 26°04'59" W, a distance of 54.70 feet to G#4, thence N 16°08'49" W, a distance of 102.83 feet to G#5, thence N 06°05'50" W, a distance of 72.63 feet to G#6, thence N 07°53'51" E, a distance of 79.48 feet to G#7, thence N 18°05'48" E, a distance of 162.21 feet to G#8, thence N 27°31'10" E, a distance of 49.08 feet to G#9, thence N 41°32'04" E, a distance of 112.88 feet to G#10, thence N 48°33'04" E, a distance of 145.13 feet to G#11, thence N 55°37'08" E, a distance of 86.85 feet to G#12, thence N 71°20'04" E, a distance of 24.02 feet to G#13, thence S 82°58'30" E, a distance of 30.41 feet to G#14, thence S 29°56'36" E, a distance of 19.20 feet to G#15, thence S 03°51'19" W, a distance of 45.83 feet to G#16, thence S 27°48'25" W, a distance of 52.19 feet to G#17, thence S 61°15'32" W, a distance of 175.62 feet to G#18, thence S 41°54'34" W, a distance of 62.51 feet to G#19, thence S 25°21'58" W, a distance of 174.47 feet to G#20, thence S 13°31'59" W, a distance of 42.64 feet to G#21, thence S 06°23'49" W, a distance of 132.52 feet to G#22, thence S 10°04'21" E, a distance of 70.19 feet to G#23, thence S 28°36'23" E, a distance of 74.26 feet to G#24, thence S 13°58'16" E, a distance of 62.65 feet to G#25, thence S 14°24'47" W, a distance of 20.27 feet to POB-G#1, having an area of 72,939.9 SQ FT, OR 1.67 ACRES.

**SECHAN LIMESTONE INDUSTRIES, INC.
ENVIRONMENTAL COVENANT
EXHIBIT B
MAPS OF PROPERTY, RCRA AREA G**

Exhibit B-1, RCRA AREA "G", EPA ID NO. PAD 002 860 377, Sechan Limestone Industries, Inc.

Exhibit B-2, RCRA AREA "G", EPA ID NO. PAD 002 860 377, Sechan Limestone Industries, Inc.



RCRA AREA "G" Coordinate Table (WGS 1984)

Point Designation

ID	Degrees Lat	Degrees Long
POB-G # 1	40.9603778°	-080.1458465°
G # 2	40.9604507°	-080.1460441°
G # 3	40.9605226°	-080.1461296°
G # 4	40.9606556°	-080.1462214°
G # 5	40.9609245°	-080.1463346°
G # 6	40.9611221°	-080.1463696°
G # 7	40.9613389°	-080.1463379°
G # 8	40.9617657°	-080.1461706°
G # 9	40.9618868°	-080.1460928°
G # 10	40.9621242°	-080.1458302°
G # 11	40.9623959°	-080.1454460°
G # 12	40.9625357°	-080.1451913°
G # 13	40.9625585°	-080.1451097°
G # 14	40.9625506°	-080.1450001°
G # 15	40.9625056°	-080.1449638°
G # 16	40.9623800°	-080.1449704°
G # 17	40.9622515°	-080.1450540°
G # 18	40.9620084°	-080.1456030°
G # 19	40.9618776°	-080.1457496°
G # 20	40.9614395°	-080.1460046°
G # 21	40.9613250°	-080.1460367°
G # 22	40.9609626°	-080.1460772°
G # 23	40.9607739°	-080.1460259°
G # 24	40.9605977°	-080.1458909°
G # 25	40.9604320°	-080.1458302°
POB-G # 1	40.9603778°	-080.1458465°

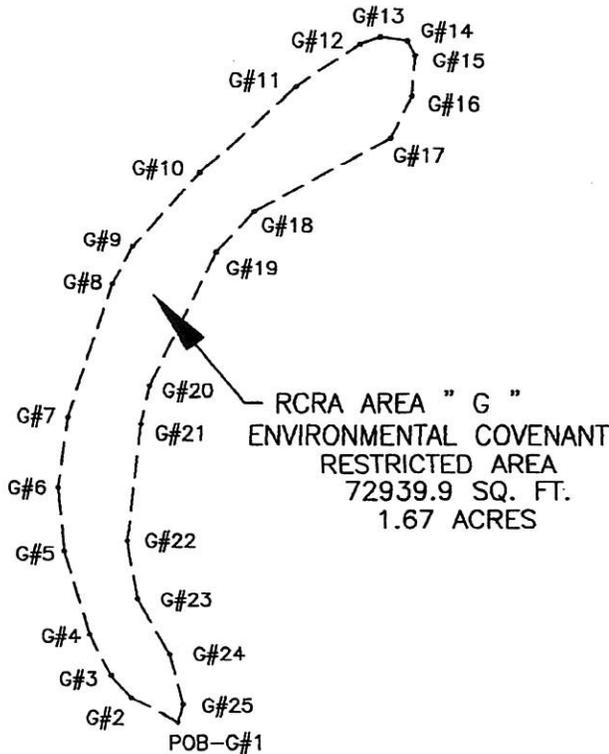


EXHIBIT "B-2" RCRA AREA "G"
EPA ID NO. PAD 002 860 377
SECHAN LIMESTONE
INDUSTRIES, INC.

PROPERTY OWNER
LAKE ARTHUR ESTATES, LLC.
2925 New Castle Road
Portersville, PA 16051

SITUATE
TOWNSHIP OF MUDDY CREEK
BUTLER COUNTY, PENNSYLVANIA

TAX PARCEL NO.
240-4F137-20



SCALE

1" = 200'

