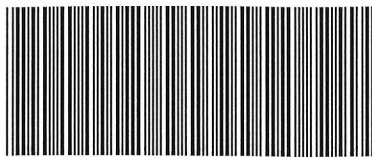




DEED BK 6152 PG 01229 to 01239
 INSTRUMENT # : 2019061829
 RECORDED DATE: 09/09/2019 10:40:49 AM



5624300-0037N

RECORDER OF DEEDS
 MONTGOMERY COUNTY
Jeanne Sorg

One Montgomery Plaza
 Swede and Airy Streets ~ Suite 303
 P.O. Box 311 ~ Norristown, PA 19404
 Office: (610) 278-3289 ~ Fax: (610) 278-3869

MONTGOMERY COUNTY ROD

OFFICIAL RECORDING COVER PAGE

Page 1 of 11

Document Type: Deed Miscellaneous
Document Date: 02/27/2019
Reference Info:

Transaction #: 5828158 - 1 Doc
 (s)
Document Page Count: 10
Operator Id: ppiyakan

RETURN TO: (Mail)
 FOX ROTHSCHILD LLP
 2700 KELLY ROAD
 STE 300
 WARRINGTON, PA 18976

PAID BY:
 FOX ROTHSCHILD LLP

*** PROPERTY DATA:**

Parcel ID #: 46-00-00544-03-1
 Address: 160 COMMERCE DR
 CONDO
 PA

Municipality:
 School District:

*** ASSOCIATED DOCUMENT(S):**

FEES / TAXES:

Recording Fee: Deed Miscellaneous	\$73.75
Additional Pages Fee	\$12.00
Rejected Document Fee	\$10.00
Misc Fee	\$4.25
Total:	\$100.00

DEED BK 6152 PG 01229 to 01239
 Recorded Date: 09/09/2019 10:40:49 AM
 I hereby CERTIFY that this document is recorded in the Recorder of Deeds Office in Montgomery County, Pennsylvania.



Jeanne Sorg

Jeanne Sorg
 Recorder of Deeds

Rev1a 2016-01-29

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

MONTGOMERY COUNTY COMMISSIONERS REGISTRY
46-00-00544-03-1 MONTGOMERY
160 COMMERCE DR
160 COMMERCE DRIVE LP
B 018B U 007 L 3501 DATE: 09/09/2019

\$15.00
JW

When recorded, return to:
M. Joel Bolstein, Esq.
Fox Rothschild, LLP
2700 Kelly Road, Ste. 300
Warrington, PA 18976

The County Parcel Identification No. of the Property is: 46-00-00544-03-1

GRANTOR: ~~160 Commerce Drive Condominium Association, Inc. and 160 Commerce Drive L.P.~~ ^{JW}

PROPERTY ADDRESS: 160 Commerce Drive Condominium, 160 Commerce Drive, Montgomeryville, Montgomery County, Pennsylvania 18936.

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 Commonwealth of Pennsylvania Department of Environmental Protection (Department).

1. **Property affected.** The property affected (Property) by this Environmental Covenant is located in Montgomeryville, Montgomery County.

The postal street address of the Property is: 160 Commerce Drive, Montgomeryville, Pennsylvania 18936.

The latitude and longitude of the center of the Property affected by this Environmental Covenant is: Latitude 40 degrees, 13 minutes, 45 seconds; Longitude 75 degrees, 13 minutes, 37 seconds

The Property has been known by the following name(s): Former Solid State Scientific, Inc.

The Department's Primary Facility ID# is: eFACTS No. 618600.

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.

Montgomery County

SEP 09 2019

Recorder of Deeds

10/4

2. **Property Owner / GRANTOR / GRANTEE.** ~~160 Commerce Drive~~¹⁶⁰ ~~Condominium Association, Inc., a Pennsylvania nonprofit corporation and 160~~ Commerce Drive L.P., a Pennsylvania limited partnership, the owner of the common elements at the Property, including the groundwater beneath the Property, are the GRANTOR and GRANTEE of this Environmental Covenant.

3. The mailing address of the Owner is as follows:

301 Oxford Valley Road
Suite 702 Makefield Executive Quarters
Yardley, PA 19067

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

American Premier Underwriters (APU) is the contractual indemnitor to Solid State Scientific, Inc., a company that conducted industrial operations on the Property from 1969 to 1985, which operations included the use of hazardous substances. APU submitted to the Department a Revised Remedial Investigation Report (Revised RIR), dated May 2014, which the Department approved on June 16, 2014. As documented in the Revised RIR, concentrations of trichloroethene (TCE), 1,1-dichloroethene (1,1-DCE), and vinyl chloride in groundwater beneath the Property exceeded the Department's Non-Residential Statewide Health Standards (NR SHSs). APU submitted a Cleanup Plan to the Department on June 22, 2017, which was approved by the Department on September 13, 2017. APU completed the work required under the approved Cleanup Plan and submitted an Act 2 Final Report on September 28, 2018, which was approved by the Department on December 21, 2018. The Revised RIR, Cleanup Plan and Act 2 Final Report, and other information concerning environmental conditions at the Property, may be obtained from the Department's Southeast Regional Office at 2 East Main Street, Norristown, PA 19401.

5. **Activity & 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: (i) The Property shall not be used for residential purposes; and (ii) Groundwater at the Property shall not be used for any purpose.

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 Department, the then current owner of the Property shall submit, to 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 1 month after any of the following events, the then current owner of the Property shall submit, to the Department and any Holder listed in Paragraph 3, written documentation

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

9. **Recording & Proof & Notification.** Within 30 days after the date of the Department's approval of this Environmental Covenant, the Owner 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 Department within 60 days of recording. Within that time period, the Owner also shall send a file-stamped copy to each of the following: Montgomeryville, PA and Montgomery County; and each person in possession of the Property.

10. **Termination or Modification.**

(a) This Environmental Covenant may only be 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.

(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 Department 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 Department.

11. **Department's address.** Communications with the Department regarding this Environmental Covenant shall be sent to:

Manager, Environmental Cleanup Program
Pennsylvania Department of Environmental Protection
Southeast Regional Office
Norristown, PA 19401

12. **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:


~~160 COMMERCE DRIVE CONDOMINIUM
ASSOCIATION, INC.~~

Date: 02/27/2019

~~By: 
Name: Anthony D. Cino
Title: President~~

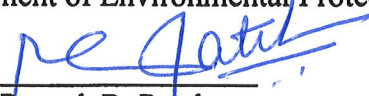
160 COMMERCE DRIVE L.P., by its general partner,
MNOP, Inc.

Date: 02/27/2019

By: 
Name: Anthony D. Cino
Title: President of MNOP, Inc.

APPROVED, by Commonwealth of Pennsylvania,
Department of Environmental Protection

Date: 4/3/2019

By: 
Name: Ragesh R. Patel
Title: Regional Program Manager
Environmental Cleanup and Brownfields Program

COMMONWEALTH OF PENNSYLVANIA)
)
COUNTY OF Bucks) SS:

On this 27th day of February, 2019, before me, the undersigned officer, personally appeared Anthony D. Cino, President of 160 Commerce Drive Condominium Association, Inc., 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 as such President for the purposes therein contained.

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

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
Amy J. Bausinger, Notary Public
Lower Makefield Twp., Bucks County
My Commission Expires May 15, 2021
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

[Signature]
Notary Public

COMMONWEALTH OF PENNSYLVANIA)
)
COUNTY OF Bucks) SS:

On this 27th day of February, 2019, before me, the undersigned officer, personally appeared Anthony D. Cino, President of Mnop, Inc., sole general partner of 160 Commerce Drive, L.P., 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 as such President for the purposes therein contained.

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

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
Amy J. Bausinger, Notary Public
Lower Makefield Twp., Bucks County
My Commission Expires May 15, 2021
MEMBER PENNSYLVAN AASSOCIATION OF NOTARIES

[Signature]
Notary Public

COMMONWEALTH OF PENNSYLVANIA)
)
COUNTY OF MONTGOMERY) SS:

On this 3rd day of APRIL, 2019, before me, the undersigned officer, personally appeared Ragesh R. Patel, who acknowledged himself/herself to be the Regional Program Manager for Environmental Cleanup and Brownfields Program of the Commonwealth of Pennsylvania, Department of Environmental Protection, Southeast 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.

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
Judy Lashley, Notary Public
Norristown Boro, Montgomery County
My Commission Expires July 28, 2020
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

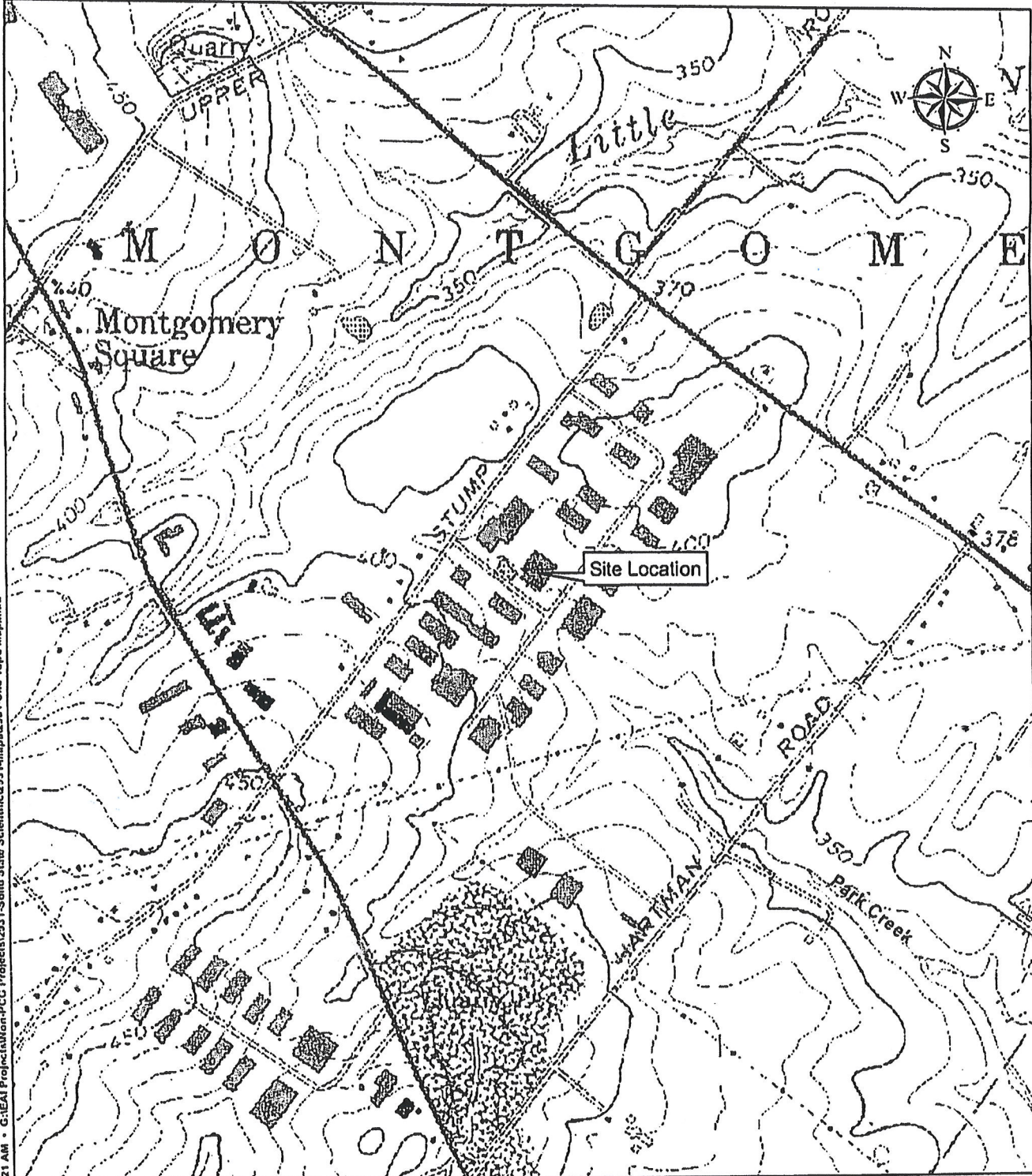
[Signature]
Notary Public

EXHIBIT A

ALL THAT CERTAIN lot or piece of ground, **SITUATE** in the Township of Montgomery, County of Montgomery, and Commonwealth of Pennsylvania, bounded and described according to an As-Built Plan of Survey, Lot Nos. 13 and 14, Montgomeryville Industrial Center, made for Horsham Valley Development Corporation by Eastern/Chadrow Associates, Inc., dated 8/20/1998, as follows, to wit

BEGINNING at a point on the Northeasterly side of Enterprise Road (50 feet wide), also being on the Southwesterly side of a certain 20 feet wide right of way for drainage, said point being at the distance of 39.27 feet measured on the arc of a circle curving to the right having a radius of 25 feet from a point of curve on the Northwesterly side of Commerce Drive (50 feet wide), thence extending North 48 degrees, 45 minutes West, along the said Northeasterly side of Enterprise Road also along the said Southwesterly side of the drainage right of way for drainage the distance of 339.40 feet to a point, thence extending North 41 degrees, 15 minutes East, crossing the bed of the aforesaid right of way for drainage and also crossing over a pond as shown and along Lot Nos 7, 8, and 9 the distance of 503.80 feet to a point; thence extending South 48 degrees, 45 minutes East, along Lot No 12 the distance of 384.40 feet to a point on the said Northwesterly side of Commerce Drive, thence extending South 41 degrees, 15 minutes West, along the said Northwesterly side of Commerce Drive the distance of 478.80 feet to a point of curve, thence extending along the arc of a circle curving to the right having a radius of 25 feet the arc distance of 39.27 feet to the first mentioned point and place of **BEGINNING**.

EXHIBIT B



Monday, December 20, 2010 11:42:21 AM - G:\EAI Projects\Non-PCC Projects\2031-Solid State Scientific\2031-Mapa\2031-Site Topo Map.mxd

Legend

- ★ Site Location

0 1,000 2,000
Foot

USGS Topographic Map
Source: Ambler Quad

Environmental Alliance, Inc.
5341 Limestone Road, Wilmington, DE 19808
Phone: (302) 234-4400 • Fax: (302) 234-1535

Solid State Scientific Inc.
160 Commerce Drive
Montgomery Township, PA 18936

Site Location/Topographic Map

DESIGNED BY: RK	DRAWN BY: SKJ	UPDATED BY: --	FIGURE NO.: 1
APPROVED BY:	PROJECT NO.: 2931	DATE: 12/20/2010	