



RONALD H. ALBERTI
BEAVER COUNTY RECORDER OF DEEDS
 810 Third Street, Beaver, PA 15009
 Phone (724) 770-4560

CERTIFIED
 FROM THE RECORD-BEAVER COUNTY
 RECORDER OF DEEDS

MAY 05 2020

Ronald H. Alberti
 RECORDER OF DEEDS

RECORDING COVER/CERTIFICATION PAGE



INSTRUMENT #: 3610898

Receipt#: 20201005725
 Clerk: MAP
 Rec Date: 05/05/2020 11:24:20 AM
 Doc Grp: RP
 Descrip: ENVIRONMENTAL COVENANT LAW
 Num Pgs: 15
 Rec'd Frm: BABST CALLAND CLEMENTS &
 ZOMNIR PC/FEDEX

Party1: NOVA CHEMICALS INC
 Party2: DEPARTMENT OF ENVIRONMENTAL
 PROTECTION

Recording:

Cover Page	2.00
Recording Fee	13.00
Writ Tax	0.50
Record Improvement Fund	5.00
Additional Pages	20.00
Reference Fee	2.00

Total: 42.50
 **** NOTICE: THIS IS NOT A BILL ****

Record and Return To:

JOHN FERACO/MAIL
DIRECTOR - EXPANDABLE STYRENICS
NOVA CHEMICALS INC.
400 FRANKFORT ROAD
MONACA, PA 15061

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



Ronald H. Alberti

Ronald H. Alberti
 Recorder of Deeds

PLEASE DO NOT DETACH
THIS PAGE IS NOW PART OF THIS LEGAL DOCUMENT

NOTE: If document data differs from cover page sheet, document data always supersedes.
 *COVER PAGE MAY NOT INCLUDE ALL DATA, PLEASE SEE INDEX AND DOCUMENT
 FOR ANY ADDITIONAL INFORMATION

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Environmental Covenant

When recorded, return to:
John Feraco
Director
Expandable Styrenics
NOVA Chemicals Inc.
400 Frankfort Road
Monaca, PA 1561-2298

The County Parcel Identification No. of the Property is: 73-172-0199.005

GRANTOR AND GRANTEE: NOVA Chemicals Inc.

PROPERTY ADDRESS: 400 Frankfort Road, Monaca, PA 15061

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 "DEP").

1. **Property affected.** The property affected by this Environmental Covenant ("Property," defined in Paragraph 4) is located in Potter Township, Beaver County.

The postal street address of the Property is: 400 Frankfort Road, Monaca, PA 15061

The latitude and longitude of the center of the Property affected by this Environmental Covenant is: Latitude 40.656052, Longitude -80.355895

The Property has been known by the following name(s): NOVA Chemicals Inc., NOVA Chemicals Corporation, NOVA Chemical Cattwo, ARCO Chemical Company, Koppers United Company, Beaver Valley Plant

DEP Primary Facility ID# is: 624973

DEP Land Recycling Program No. is: 5-4-947-277

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.

PRR

2. **Property Owner / GRANTOR / GRANTEE.** NOVA Chemicals Inc. is the owner of the Property and the GRANTOR and GRANTEE of this Environmental Covenant.

3. **The Mailing Address of the Owner is:** 400 Frankfort Road, Monaca, PA 15061

4. **Description of Contamination & Remedy.** The Property is an approximately 296-acre parcel situated on the south bank of the Ohio River in Potter Township, Beaver County, that has been and continues to be used to produce polystyrene and other plastic feed stocks. Also known as the "Active Portion," as defined by the U.S. Environmental Protection Agency ("EPA") in its Statement of Basis, the Property was purchased in 1997 by NOVA Chemicals Inc. and currently operates thereon. This Environmental Covenant applies only to the Property, which includes, but is not limited to, the NOVA Chemicals Inc. Central Plant/Styrene II ("CP/S") Area (approximately 71 acres) and the Over-the-Hill Tank Farm ("OTH") Area (approximately 12 acres).

Beginning in the 1980s, Arco Chemical Company ("Arco"), the previous owner of the Property, began investigating the potential impacts to soil, surface water, and groundwater at the Property. In 1990, Arco submitted to DEP a Remedial Investigation and Feasibility Study ("RI/FS") for the CP/S Area that identified ethylbenzene as the primary contaminant in soil and groundwater, the highest concentrations of which typically occurred in a 4 feet-thick zone surrounding the water table, which is approximately 72 feet below ground surface ("bgs"). Arco also identified light non-aqueous-phase liquids ("LNAPL") in some areas. In connection with its environmental investigations at the Property, Arco determined, and DEP agreed, that groundwater remediation to background or drinking water levels was not practical; that the Maximum Contaminant Level for ethylbenzene could not be met in fewer than 100 years.

After conducting remedial activities at the CP/S Area, including soil vapor extraction, bioremediation, and continued operation of a groundwater pump-and-treat system, Arco in 1997 submitted a Risk Assessment and Cleanup Plan ("RA/CP") that concluded surface soil met Act 2 non-residential Statewide Health Standards ("SHS"), that no drinking water exposures existed since groundwater is not used at the Property, and that modeled contributions of contaminated groundwater to the Ohio River would not exceed applicable water quality criteria. Arco's 2001 Final Report, approved by DEP, concluded that the Site-Specific Standards ("SSS") under Act 2 for hazardous constituents in soil and groundwater had been attained in the CP/S Area.

In 1990, Arco also submitted to DEP a RI/FS for the OTH Area. It concluded that benzene and ethylbenzene were the main contaminants in the soil and groundwater as a result of historical spills and leaks from eight large above ground storage tanks formerly situated in this Area. Arco conducted remedial activities at the OTH Area, including air sparging and bioremediation, for two years to remove BTEXS from soils and groundwater at the former locations of Tanks 4 and 5. Arco's 2001 Final Report,

approved by DEP, concluded that the SSS under Act 2 for hazardous constituents in soil and groundwater had been attained in the OTH Area.

In its "Final Decision and Response to Comments -- Active Portion of Former Arco Chemical Company," EPA selected (1) the establishment of a Technical Impracticability ("TI") Zone for groundwater; (2) monitored natural attenuation outside the TI Zone until MCLs promulgated pursuant to Section 42 U.S.C. §§ 300f et seq. of the Safe Drinking Water Act and codified at 40 CFR Part 141, are met or until EPA approves cessation of monitoring; (3) re-establishment of a groundwater monitoring program for the Central Plant Area; (4) compliance with a Post-Remediation Care Plan ("PRCP"), including a soil management plan detailing work procedures and personal protective equipment requirements for any intrusive operations conducted within the TI Zone; and (5) the implementation of land and groundwater use restrictions as the Final Remedy.

The Final Reports, the DEP letters approving the Final Reports, and a significant amount of other records concerning environmental matters at the Property are maintained at DEP's Southwest Regional Office, 400 Waterfront Drive, Pittsburgh, PA 15222. In addition, records pertaining to investigation and remedial activities at the Property are located or available through the EPA, Region III, 1650 Arch Street, Philadelphia, PA 19103.

Because contamination remains in the soil and groundwater at the Property above levels appropriate for unrestricted use, activity and use limitations are required to assure the continued protection of human health and the environment.

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:

- (a) Comply with the terms of the PRCP.
- (b) The Property shall be used for industrial or commercial use only. Use of the Property for residential housing, schools, nursing homes, hospitals, day-care centers and/or lodging of any kind will be prohibited.
- (c) No water wells, either for potable or other use, with the exception of remediation, monitoring, or investigation wells, will be installed on any part of the Property.
- (d) Any future building on the Property that will be inhabited must be constructed with a vapor barrier or other vapor intrusion mitigation/remediation system unless adequate testing prior to construction indicates that vapor intrusion to indoor air does not exceed applicable DEP criteria in place at that time.

(e) Any use of the Property that would adversely affect the protectiveness of the final remedy is generally prohibited.

(f) All excavated materials removed from the Property shall be managed, transported, and disposed of in compliance with all applicable federal, state, and local laws, regulations and ordinances, including, without limitation, those pertaining to environmental protection and occupational safety.

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 or EPA or by the end of every January following the Department's approval of this Environmental Covenant, the then-current owner of the Property shall submit, to the Department and EPA written certification of compliance with all terms of the final remedy, including whether or not the activity and use limitations in this Environmental Covenant are being abided by. In addition, within one month after any of the following events, the then-current owner of the Property shall submit, to the Department and EPA, written documentation describing any: observed non-compliance with the groundwater use restrictions in this Environmental Covenant; transfer of ownership of the Property; changes in land use of the Property; filing of applications for building permits for the Property; and proposed site work that could affect the effectiveness of the final remedy for the Property subject to this Environmental Covenant. If there is noncompliance, the report will state the actions that will be taken to assure compliance.

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

9. **Recording & Proof of Notification.** Within 30 days after the date of the Department's approval of this Environmental Covenant, NOVA Chemicals Inc. shall file this Environmental Covenant with the Recorder of Deeds for Beaver County and send a file-stamped copy of this Environmental Covenant to the Department and EPA within 90 days of the Department's approval of this Environmental Covenant. Within that time period, NOVA Chemicals Inc. also shall send a file-stamped copy to each of the following:

Beaver County
Office of County Commissioners
810 Third Street
Beaver, PA 15009

Potter Township
Township Supervisors
206 Mowry Road
Monaca, PA 15061

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 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) In accordance with 27 Pa. C.S. § 6510(a)(3)(i), if NOVA Chemicals Inc. no longer owns any portion of the Property, NOVA Chemicals Inc. 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 then-current owner of the Property and (ii) the Department.

11. EPA

(a) Notification. The then-current owner of the Property shall provide 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 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 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 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 becoming aware of such termination or amendment.

(b) Enforcement. A civil action for injunctive or other equitable relief for violation of this Environmental Covenant may be maintained by the EPA.

12. Department's and EPA's Addresses.

- (a) Communications with the Department regarding this Environmental Covenant shall be sent to:

Environmental Cleanup and Brownfields Program Manager
Pennsylvania Department of Environmental Protection
Southwest Regional Office
400 Waterfront Drive
Pittsburgh, PA 15222-4745.

- (b) Communications with the EPA regarding this Environmental Covenant shall be sent to:

Region III, RCRA - Office of Pennsylvania Remediation (3LD20)
1650 Arch Street
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.

IN WITNESS WHEREOF, and intending to be legally bound hereby, John Thayer, not individually, but solely in his representative capacity as Senior Vice President, Polyethylene Business, NOVA Chemicals Inc., has executed this Environmental Covenant this 10 day of MARCH, 2020.

NOVA Chemicals Inc., Grantor/Grantee

Date: MARCH 10, 2020

By: [Signature]
Name: JOHN THAYER
Title: SVP, POLYETHYLENE

COMMONWEALTH OF PENNSYLVANIA)

COUNTY OF Allegheny) SS:

On this 10th day of MARCH, 2020 before me, the undersigned officer, personally appeared John Thayer, not individually, but solely in his representative capacity as Senior Vice President, Polyethylene Business, NOVA Chemicals Inc., 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

Commonwealth of Pennsylvania - Notary Seal
Carol J. Mundell, Notary Public
Allegheny County
My commission expires November 24, 2023
Commission number 1117478
Member, Pennsylvania Association of Notaries

IN WITNESS WHEREOF, and intending to be legally bound hereby, Ernest Dean, not individually, but solely in his representative capacity as Secretary, NOVA Chemicals Inc., has executed this Environmental Covenant this 10 day of MARCH, 2020.

NOVA Chemicals Inc., Grantor/Grantee

Date: MARCH 10, 2020 By: Ernest V. Dean
Name: Ernest V. DEAN
Title: SECRETARY

COMMONWEALTH OF PENNSYLVANIA)

COUNTY OF Allegheny) SS:

On this 10th day of MARCH, 2020, before me, the undersigned officer, personally appeared Ernest Dean, not individually, but solely in his representative capacity as Secretary, NOVA Chemicals Inc., 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.

Carol J. Mundell
Notary Public

Commonwealth of Pennsylvania - Notary Seal
Carol J. Mundell, Notary Public
Allegheny County
My commission expires November 24, 2023
Commission number 1117478
Member, Pennsylvania Association of Notaries

APPROVED, by Commonwealth of Pennsylvania,
Department of Environmental Protection
Date: 4/24/20 By: [Signature]
Name: Diane D. McDaniel
Title: Program Manager
Environmental Cleanup & Brownfields

COMMONWEALTH OF PENNSYLVANIA)
COUNTY OF ALLEGHENY) SS:

On this 24 day of April, 2020, before me, the undersigned officer, personally appeared Diane D. McDaniel, who acknowledged herself to be the Program Manager, Environmental Cleanup & Brownfields of the Commonwealth of Pennsylvania, Department of Environmental Protection, Southwest Regional Office, whose name is subscribed to this Environmental Covenant, and acknowledged that she executed same for the purposes therein contained.

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

Cassandra A. Fritch
Notary Public

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
Cassandra A. Fritch, Notary Public
City of Pittsburgh, Allegheny County
My Commission Expires July 3, 2021
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

EXHIBIT A

Description of the Property

**BEAVER COUNTY, PA
LEGAL DESCRIPTION**

[insert]

EXHIBIT A

Legal Description of the Beaver Valley Land

ALL THAT CERTAIN piece or parcel of land located in Potter Township, Beaver County, Pennsylvania, and being the combined area of Lots known as No. 1A and No. 1B as shown on the Land Title Survey for the property of ARCO Chemical Company dated September 20, 1996 (M.B. Jr. 2-10-5251) as prepared by Michael Baker Jr., Inc., Consulting Engineers, Beaver, Pennsylvania, and being more particularly bounded and described as follows:

BEGINNING at a point, concrete monument (found) at the southwesterly corner of Lot No. 1A as shown on said title survey, said point also being the southwesterly corner of the lands herein described and also being a common corner of the lands, now or formerly, of Horsehead Industries, Inc. and of Dravo Basic Materials Company, Inc.; thence, with the easterly line of land of said Dravo and lands, now or formerly, of Conrail, North $17^{\circ} 56' 53''$ West, 1,078.18 feet to a point, iron pin (set), said point being the northwesterly corner of Lot No. 1B and the southwesterly corner of Lot No. 3B as shown on said title survey; thence, with the dividing line between said Lot No. 1B and 3B, North $76^{\circ} 29' 47''$ East, 185.28 feet to a point, iron pin (set); thence, with the same, North $74^{\circ} 46' 19''$ East, 163.53 feet to a point, iron pin (set); thence, with the same, North $76^{\circ} 31' 27''$ East, 407.34 feet to a point, iron pin (set); thence, with the same, North $43^{\circ} 57' 30''$ East, 19.04 feet to a point, iron pin (set), said point being on the southerly line of Lot No. 2A as shown on the said title survey; thence, with the southerly line of said Lot No. 2A, North $43^{\circ} 57' 30''$ East, 390.91 feet to a point, iron pin (set); thence, with the easterly line of said Lot No. 2A, by a curve to the right having a radius of 286.22 feet, an arc length of 140.11 feet and a chord of North $60^{\circ} 26' 42''$ West, 138.71 feet to a point, iron pin (set); thence, with the northerly line of said Lot No. 2A, South $87^{\circ} 46' 59''$ West, 788.92 feet to a point, iron pin (set); thence, with the same, North $33^{\circ} 53' 26''$ West, 98.49 feet to a point, iron pin (set); thence, with the same, South $56^{\circ} 06' 34''$ West, 245.11 feet to a point, iron pin (set); thence, with the westerly line of said Lot No. 1A and the easterly line of other lands, now or formerly, of ARCO Chemical Company, North $17^{\circ} 56' 53''$ West, 924.92 feet to a point at the low water mark as determined and shown on plat of survey by the U.S. Corps of Engineers, dated March 27, 1941; thence, with said low water mark, North $52^{\circ} 00' 00''$ East, 2,405.18 feet to a point; thence, with the same, North $34^{\circ} 00' 00''$ East, 2,193.36 feet to a point, said point being the northeasterly corner of said Lot No. 1A and the northwesterly corner of Lot No. 3A as shown on said title survey; thence, leaving said low water mark, South $26^{\circ} 54' 02''$ East, 944.86 feet to a point at the west edge of Raccoon Creek; thence, with said west edge the following courses and distances: South $16^{\circ} 32' 58''$ East, 271.10 feet to a point; South $14^{\circ} 50' 40''$ East, 231.62 feet to a point; South $11^{\circ} 03' 10''$ East, 313.91 feet to a point; South $10^{\circ} 14' 19''$ East, 271.84 feet to a point; South $08^{\circ} 39' 22''$ East, 266.80 feet to a point; South $00^{\circ} 08' 09''$ East, 242.17 feet to a point; South $06^{\circ} 16' 24''$ West, 298.86 feet to a

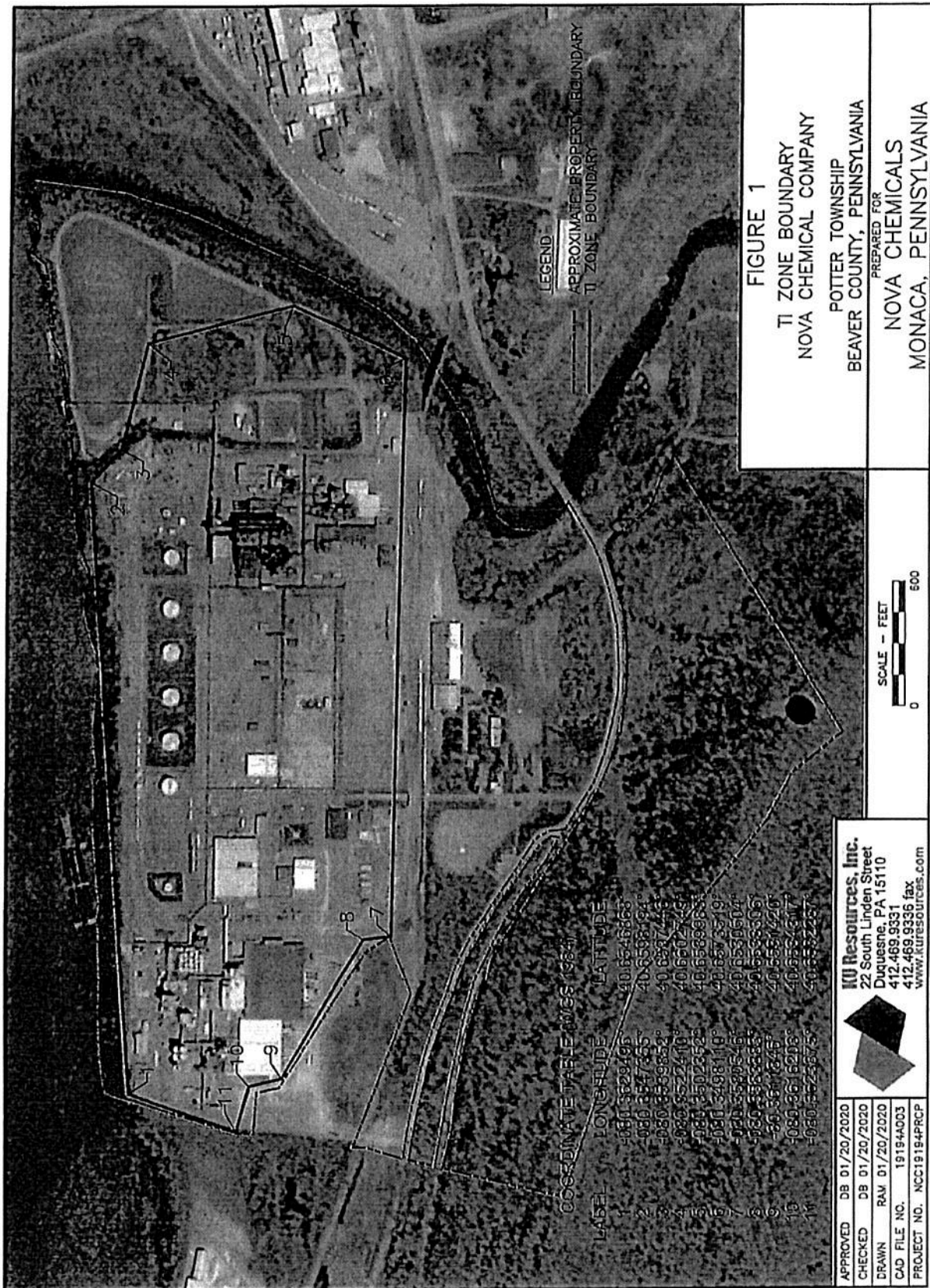
point; South $22^{\circ} 10' 24''$ West, 121.98 feet to a point; South $23^{\circ} 14' 33''$ West, 76.73 feet to a point; South $32^{\circ} 28' 59''$ West, 189.98 feet to a point; South $28^{\circ} 10' 33''$ West, 285.52 feet to a point; South $42^{\circ} 15' 58''$ West, 170.61 feet to a point; South $02^{\circ} 50' 17''$ West, 83.29 feet to a point; South $27^{\circ} 36' 31''$ East, 131.28 feet to a point; South $51^{\circ} 25' 30''$ East, 107.28 feet to a point; South $70^{\circ} 06' 08''$ East, 141.96 feet to a point; South $70^{\circ} 06' 08''$ East, 52.27 feet to a point in the centerline of Pennsylvania State Highway Route 18; thence, with said centerline, South $22^{\circ} 48' 40''$ West, 27.35 feet to a point, x-cut in concrete (found); thence, with the same, South $26^{\circ} 58' 30''$ West, 189.46 feet to a point, P.K. nail (found) in the centerline intersection of said Route 18 and SR 3019; thence, with the centerline of said SR 3019, South $73^{\circ} 55' 00''$ East, 267.63 feet to a point, R. R. Spike (found); thence, with the same, South $88^{\circ} 51' 30''$ East, 90.18 feet to a point, R. R. Spike (found); thence, with the same, North $74^{\circ} 56' 30''$ East, 152.67 feet to a point, R. R. Spike (found); thence, with the same, North $88^{\circ} 27' 30''$ East, 126.26 feet to a point, R. R. Spike (found), said point being on the easterly line of Lot No. 1A as shown on said title survey; thence, leaving said centerline of SR 3019 and with the lands, now or formerly, of Horsehead Industries, Inc., South $18^{\circ} 07' 41''$ West, 1,659.94 feet to a point, iron pin (found); thence, with the northerly line of lands of said Horsehead, North $64^{\circ} 04' 17''$ West, 539.38 feet to a point, concrete monument (found); thence, with the same, North $85^{\circ} 15' 46''$ West, 157.46 feet to a point, concrete monument (found); thence, with the same, North $89^{\circ} 02' 01''$ West, 195.48 feet to a point, iron pin (set); thence, with the same, North $85^{\circ} 56' 06''$ West, 869.79 feet to a point, concrete monument (found); thence, with the same, South $67^{\circ} 55' 18''$ West, 421.71 feet to a point, concrete monument (found); thence, with the same, South $67^{\circ} 41' 03''$ West, 168.32 feet to a point, concrete monument (found); thence, with the same, South $74^{\circ} 25' 46''$ West, 714.34 feet to a point or place of beginning.

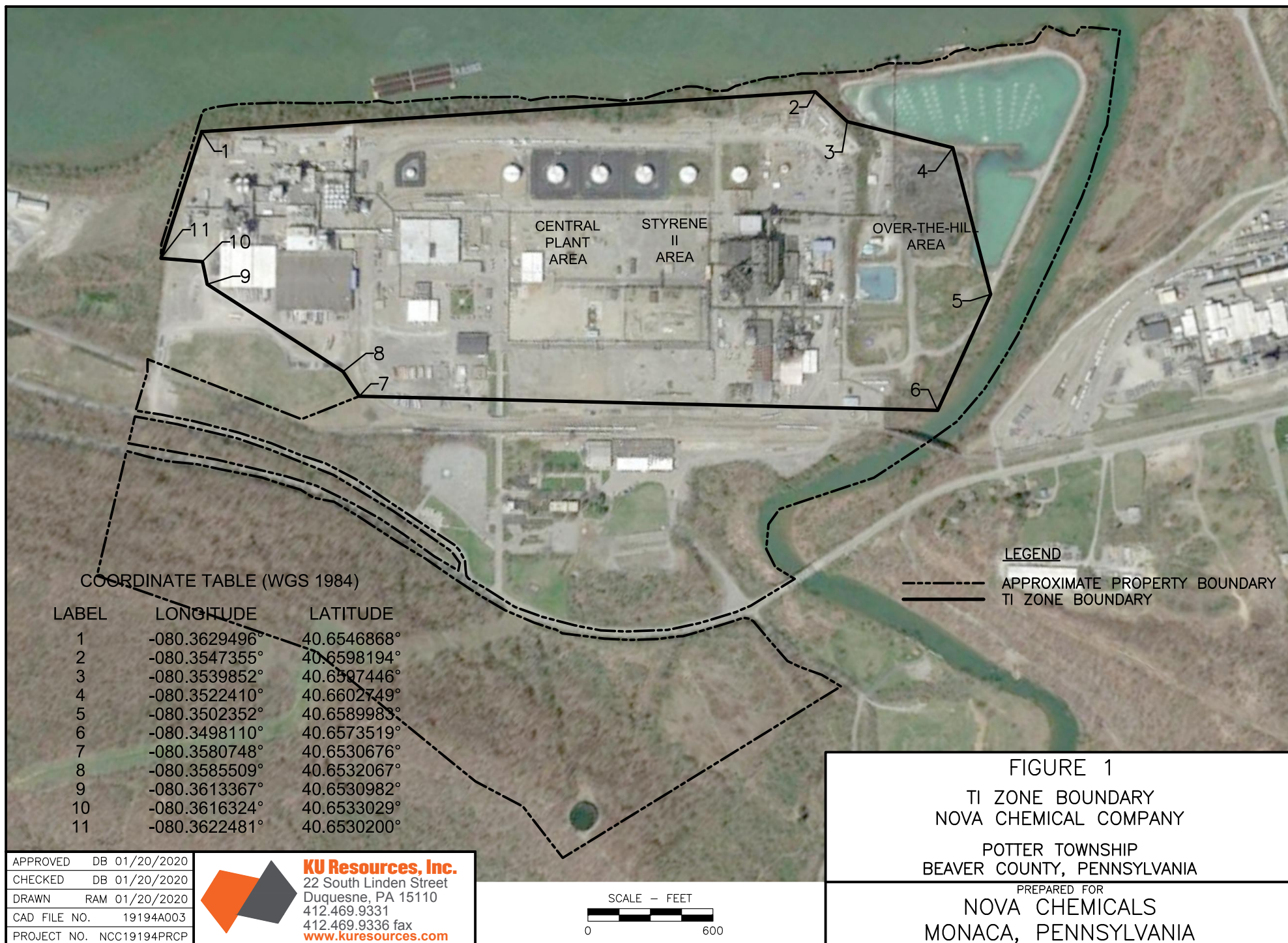
Said parcel containing an area of 296.110 acres, more or less.

BEING a part of the same premises which Atlantic Richfield Company, by Deed dated August 28, 1987 and recorded on October 5, 1987 in the Beaver County Recorder of Deeds Office in Deed Book Volume 1316, Page 298, granted and conveyed unto ARCO Chemical Company.

EXHIBIT B
MAPS AND FIGURES

[insert]





COORDINATE TABLE (WGS 1984)

LABEL	LONGITUDE	LATITUDE
1	-080.3629496°	40.6546868°
2	-080.3547355°	40.6598194°
3	-080.3539852°	40.6597446°
4	-080.3522410°	40.6602749°
5	-080.3502352°	40.6589983°
6	-080.3498110°	40.6573519°
7	-080.3580748°	40.6530676°
8	-080.3585509°	40.6532067°
9	-080.3613367°	40.6530982°
10	-080.3616324°	40.6533029°
11	-080.3622481°	40.6530200°

LEGEND

- APPROXIMATE PROPERTY BOUNDARY
— TI ZONE BOUNDARY

FIGURE 1

TI ZONE BOUNDARY
NOVA CHEMICAL COMPANY

POTTER TOWNSHIP
BEAVER COUNTY, PENNSYLVANIA

PREPARED FOR
NOVA CHEMICALS
MONACA, PENNSYLVANIA

APPROVED DB 01/20/2020
CHECKED DB 01/20/2020
DRAWN RAM 01/20/2020
CAD FILE NO. 19194A003
PROJECT NO. NCC19194PRCP



KU Resources, Inc.
22 South Linden Street
Duquesne, PA 15110
412.469.9331
412.469.9336 fax
www.kuresources.com

SCALE - FEET
0 600