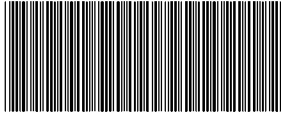


## **DO NOT DETACH**

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| <div data-bbox="69 506 571 590"><b>Transaction Number:</b> 1027857<br/><b>Collected By:</b> kirbyj<br/><b>Document Type:</b> DEED MISCELLANEOUS<br/><b>Document Page Count:</b> : 13</div>                                                                                                                                                                                                                           | <div data-bbox="571 506 1055 590"><b>Return To (Simplifile):</b><br/>Kaplin Stewart<br/>910 HARVEST DRIVEPOST OFFICE BOX 3037<br/>BLUE BELL, PA 19422</div>                                              |
| <div data-bbox="69 632 571 695"><b>Parcel ID:</b> 45-00-01383-00</div>                                                                                                                                                                                                                                                                                                                                               |                                                                                                                                                                                                          |
| <div data-bbox="69 695 571 1029"><b>Fees:</b><br/>RECORDING FEES: \$37.50<br/>AFFORDABLE HOUSING FEE: \$18.00<br/>COUNTY IMPROVEMENT FUND: \$5.00<br/>ACT 152 FEE: \$15.00<br/>JCS/ATJ FEE: \$40.25<br/>ADDITIONAL PAGE FEE: \$18.00<br/>ADDITIONAL PAGE FEE (AFF): \$18.00<br/>WRIT TAX: \$0.50<br/><br/><b>Total Fees:</b> \$152.25<br/><br/><b>Amount Paid:</b> \$152.25<br/><br/><b>Amount Due:</b> \$0.00</div> | <div data-bbox="571 695 1055 1029"><b>Instrument Number:</b> 2024042764<br/><b>Volume/Page:</b> RECORD BK 7017 PG 5816<br/><b>Recorded Date:</b> 12/05/2024 10:05:40 AM</div>                            |

### **OFFICIAL RECORDING COVER PAGE**

## **DO NOT DETACH**

THIS PAGE IS NOW PART OF THIS RECORDED DOCUMENT

NOTE: If the document data differs from this cover sheet, please first check the document on our website to ensure it has been corrected. The document data always supersedes the cover page.

If an error on the cover page appears on our website after review please let our office know.

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

When recorded, return to:  
Powhattan Ventures, LLC  
c/o E. Kahn Development Corp.  
120 Pennsylvania Avenue  
Malvern, PA 19355

The County Parcel Identification No. of the Property is: 45000138300

**GRANTOR: Powhattan Ventures, LLC**

**PROPERTY ADDRESS: 50 W Powhattan Avenue, Essington, PA 19029**

### **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 (AULs) described 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 by this Environmental Covenant is a 5.5-acre property located in Essington, Delaware County, and referred to herein as the “Property.”

The latitude and longitude of the center of the Property is: 39.866123, -75.302932. The Property has been known by the following name(s): Linde Air Products, Scott Paper Company, and Linde Building.

A legal 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.** Powhattan Ventures, LLC is the owner of the Property and the GRANTOR and GRANTEE of this Environmental Covenant.

3. The mailing address of the owner is:  
Powhattan Ventures, LLC  
c/o E. Kahn Development Corp.  
120 Pennsylvania Avenue  
Malvern, PA 19355

4. **Description of Contamination and Remedy.**  
The Property was originally owned by Linde Air Products from 1937 to 1967 for manufacturing bottle gasses and air products. From 1967 to 1997, Scott Paper Company conducted research and development of paper products.

In February 1996, a Phase I Investigation was completed. The Phase I Investigation recognized several outstanding environmental issues associated with the Property. As a result, additional investigation activities related to soil and potentially groundwater were recommended in various areas.

In December 1996, a Phase II Investigation was performed. The Phase II Investigation involved the inspection of 13 Areas of Concern (AOCs) and building interior areas, installation of 15 soil borings and collection of 13 groundwater samples, and completion of two hand auger borings. All samples were analyzed for volatile organic compounds (VOCs), semi-volatile organic compounds (SVOCs), and metals. VOCs were detected in both soil and groundwater and three areas were identified for additional investigation. Those three areas were: the area between the former storage shed and former chemical storage room, the area near the 1,000-gallon underground storage tank (UST) located next to the former garage, and the eastern and western property boundaries.

During the Phase III Investigation in September 1997, six monitoring wells were installed and samples were collected and analyzed for VOCs. Several VOCs were detected in groundwater above their respective Maximum Contaminant Levels (MCL) at most monitoring wells.

In October 1997, approximately 753 tons of impacted soil were excavated from two areas: a closed-in-place 1,000-gallon UST located next to the former garage and a former storage shed area. The UST was also removed during the excavation.

Additional site characterization was conducted between July and September 2023. A network of seven monitoring wells were installed to replace and supplement the original monitoring wells.

Only one VOC, 1,4-dioxane, exceeded the EPA's Regional Screening Level (RSL) of 0.46 µg/L and the Pennsylvania Department of Environmental Protection Residential Statewide Health Standards (SHS) of 6.5 µg/L in one monitoring well at a concentration of 20J µg/L. The highest 1,4-dioxane concentration is within the EPA's risk range. Two SVOCs also exceeded the PADEP Residential SHS but were below the EPA RSLs. Arsenic exceeded the MCL of 10 µg/L in one monitoring well at a concentration of 19 µg/L. Additionally, iron and manganese exceeded the SHS in several monitoring wells with results ranging from 1,100 to 20,000 µg/L for iron and 520 to 4,400 µg/L for manganese.

Groundwater at the Facility is not currently being used as a water supply source. Elevated arsenic, iron, and manganese concentrations are likely due to background conditions and are not associated with former manufacturing processes. Based on the latest groundwater monitoring results, natural attenuation is occurring at the site.

On June 17, 2024, the EPA selected a Final Remedy for the Property in a Final Decision and Response to Comments (FDRTC). The Final Remedy consisted of natural

attenuation of groundwater and compliance with and maintenance of the activity and land use limitations set forth in Paragraph 5, below.

The administrative record pertaining to the FDRTC is located at the location listed below:

US EPA Region 3  
1600 John F. Kennedy Boulevard  
Philadelphia, PA 19103

The administrative record is also available online at:

<https://www.epa.gov/hwcorrectiveactioncleanups/hazardous-waste-cleanup-esstech-inc-formerly-scott-paper-company>

5. **Activity and Use Limitations.** The Property is subject to the following AULs, 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 not be used for residential purposes unless it is demonstrated to the EPA that such use will not pose a threat to human health or the environment or adversely affect or interfere with the selected remedy and the EPA provides prior written approval for such use.
- b) All earth moving activities at 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 or adversely affect or interfere with the Final Remedy.
- c) Groundwater at the Property shall not be used for any purpose other than the operation, maintenance, and monitoring activities required by the EPA, unless it is demonstrated to the 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 EPA provides prior-written approval for such use.
- d) No new wells shall be installed on the Property unless it is demonstrated to the EPA that such wells are necessary to implement the Final Remedy and any amendment thereto and the EPA provides prior written approval to install such wells.

6. **Notice of Limitations in Future Conveyances.** Unless and until this Environmental Covenant terminates, each instrument hereafter conveying any interest in the Property subject to this Environmental Covenant shall contain a notice of the AULs set forth in this Environmental Covenant and shall provide the recorded location of this Environmental Covenant.

7. **Compliance Reporting.** After written request by the EPA, the then current owner of the Property shall submit to the EPA and the Pennsylvania Department

of Environmental Protection (Department), written documentation stating whether or not the AULs in this Environmental Covenant are being abided by. In addition, within 30 days after a) written request by the 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) the filing of 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 the EPA and the Department. 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 the EPA and the Department.** In addition to any rights already possessed by the EPA and the Department, this Environmental Covenant grants to the 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 the EPA approves this Environmental Covenant, the Grantor shall file this Environmental Covenant with the Recorder of Deeds for Delaware County and send a file-stamped copy of this Environmental Covenant to the EPA within 90 days of the EPA's approval of this Environmental Covenant. Within 90 days after this Environmental Covenant has been filed with the Recorder of Deeds for Delaware County, the Grantor shall send a file-stamped copy to each of the following: Tinicum Township and the Department.

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) This Environmental Covenant may be amended or terminated as to any portion of the Property acquired for use as state highway right-of-way by the Commonwealth provided that: (i) EPA and the Department waive 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; (ii) EPA and the Department determine that termination or modification of this Environmental Covenant will not adversely affect human health or the environment; and (iii) EPA and the Department provide 30-days advance written notice to the then-current owner of the Property, 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), Grantor and/or Grantee 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 EPA.

11. **Notice and Enforcement.**

- a) **Notification.** The then current owner shall provide the EPA and the Department written notice of:
- i. the pendency of any proceeding that could lead to a foreclosure as referred to in 27 Pa. C.S. § 6509(a)(4), within seven (7) calendar days of the owner's receiving notice of the pendency of such proceeding;
  - ii. any judicial action referred to in 27 Pa. C.S. § 6509(a)(5), within seven (7) calendar days of the owner's receiving notice of such judicial action;
  - iii. any judicial action referred to in 27 Pa. C.S. § 6509(b), within seven (7) calendar days of the owner's receiving notice of such judicial action;
  - iv. Termination or amendment of this Environmental Covenant pursuant to 27 Pa. C.S. § 6510, within seven (7) calendar days of the owner's becoming aware of such termination or amendment; and
  - v. Any agreement for the sale or transfer of the Property by the Grantor, no later than seven (7) calendar days prior to the closing of such sale or transfer by the Grantor
- 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 the EPA. In addition, the Department and the EPA reserve their regulatory authorities under any law to enforce the activity and use limitations described in Paragraph 5, above.

12. **The EPA and the Department's addresses.**

Communications with the EPA:

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

US EPA Region 3  
1600 John F. Kennedy Boulevard  
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  
Southeast Regional Office  
2 East Main Street  
Norristown, PA 19401-4915

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

Powhattan Ventures, LLC, Grantor

Date:

By: 

Name: Matthew J. Adams

Title: Member of Powhattan Ventures, LLC

COMMONWEALTH OF PENNSYLVANIA )

COUNTY OF CHESTER ) SS:

On this 8 day of October, 2024, before me, the undersigned officer, personally appeared Matthew J. Adams 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.

  
Notary Public

|                                              |
|----------------------------------------------|
| Commonwealth of Pennsylvania - Notary Seal   |
| Randi Shenkman, Notary Public                |
| Chester County                               |
| My commission expires April 24, 2027         |
| Commission number 1261785                    |
| Member, Pennsylvania Association of Notaries |

APPROVED, by the United States Environmental Protection Agency

Date: Nov 14, 2024

By: 

David Campbell

Director

Land, Chemicals and Redevelopment Division

United States Environmental Protection Agency

Region III

1600 John F. Kennedy Boulevard

Philadelphia, PA 19103

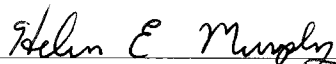
COMMONWEALTH OF PENNSYLVANIA )

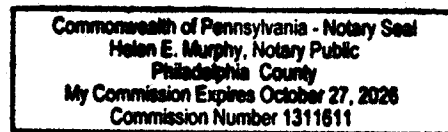
)

COUNTY OF Philadelphia ) SS:

On this 14<sup>th</sup> day of November, 2024, before me, the undersigned officer, personally appeared David Campbell, Director Land, Chemicals, and Redevelopment Division USEPA Region III, 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.

  
Notary Public



*Exhibit A – Property Description*

Legal Description

ALL THAT CERTAIN tract or parcel of land situate in the Township of Tinicum, County of Delaware, State of Pennsylvania, Shown on an As-Built Survey Plan dated 3/2/00; bounded and described as follows to wit:

BEGINNING at a point in the Southerly side of Island Road, 60 feet wide, at the distance of 200 feet measured North 80 degrees 16 minutes West along said road from its intersection with the Westerly side of Wanamaker Avenue 60 feet wide; thence from said beginning point and leaving Island Road along lands now or formerly of Eastern Real Estate Company South 9 degrees 44 minutes West 232.85 feet to a point; thence South 78 degrees 20 minutes West 95.9 feet to a point in the right of way line of the P.W. & B. Railroad (Phila. And Chester Branch); thence along said right of way the following five courses and distances: (1) North 87 degrees 37 minutes West 39.92 feet to a point; thence (2) North 86 degrees 42 minutes West 132 feet to a point; thence (3) North 87 degrees 21 minutes West 132 feet to a point; thence (4) North 86 degrees 58 minutes West 29.35 feet to a point; thence (5) North 86 degrees 57 minutes 45 seconds West 391.31 feet to a point; thence leaving said right of way line and extending along lands now or formerly of Eastern Real Estate Company, North 17 degrees 19 minutes 15 seconds East 356.02 feet to a point in the said Southerly side of Island Road; thence along same South 80 degrees 16 minutes East 761.62 feet to the first mentioned point and place of beginning.

CONTAINING an area of 5.451 Acres, more or less.

*Exhibit B – Property Maps*

