



RECORDER OF DEEDS MONTGOMERY COUNTY Nancy J. Becker

One Montgomery Plaza Swede and Airy Streets ~ Suite 303 P.O. Box 311 ~ Norristown, PA 19404

Office: (610) 278-3289 ~ Fax: (610) 278-3869

DEED BK 5945 PG 00174 to 00184

INSTRUMENT # : 2015012588

RECORDED DATE: 02/26/2015 08:39:04 AM



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MONTGOMERY COUNTY ROD

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OFFICIAL RECORDING COVER PAGE

Transaction #:

Operator Id:

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Document Page Count:

SOVEREIGN CONSULTING INC

Page 1 of 11

3164935 - 1 Doc(s)

Deed Miscellaneous **Document Type:**

Document Date:

01/20/2015

Reference Info:

RETURN TO: (Mail)

SOVEREIGN CONSULTING INC

111A N GOLD DR

ROBBINSVILLE, NJ 08691

* PROPERTY DATA:

Parcel ID #:

Áddress:

58-00-00367-00-7

590 W DEKALB PIKE

KING OF PRUSSIA PA

19406

Municipality: School District:

* ASSOCIATED DOCUMENT(S):

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Recording Fee:Deed Miscellaneous

Additional Pages Fee Rejected Document Fee \$12.00 \$10.00

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Total:

\$91.00

DEED BK 5945 PG 00174 to 00184

Recorded Date: 02/26/2015 08:39:04 AM

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

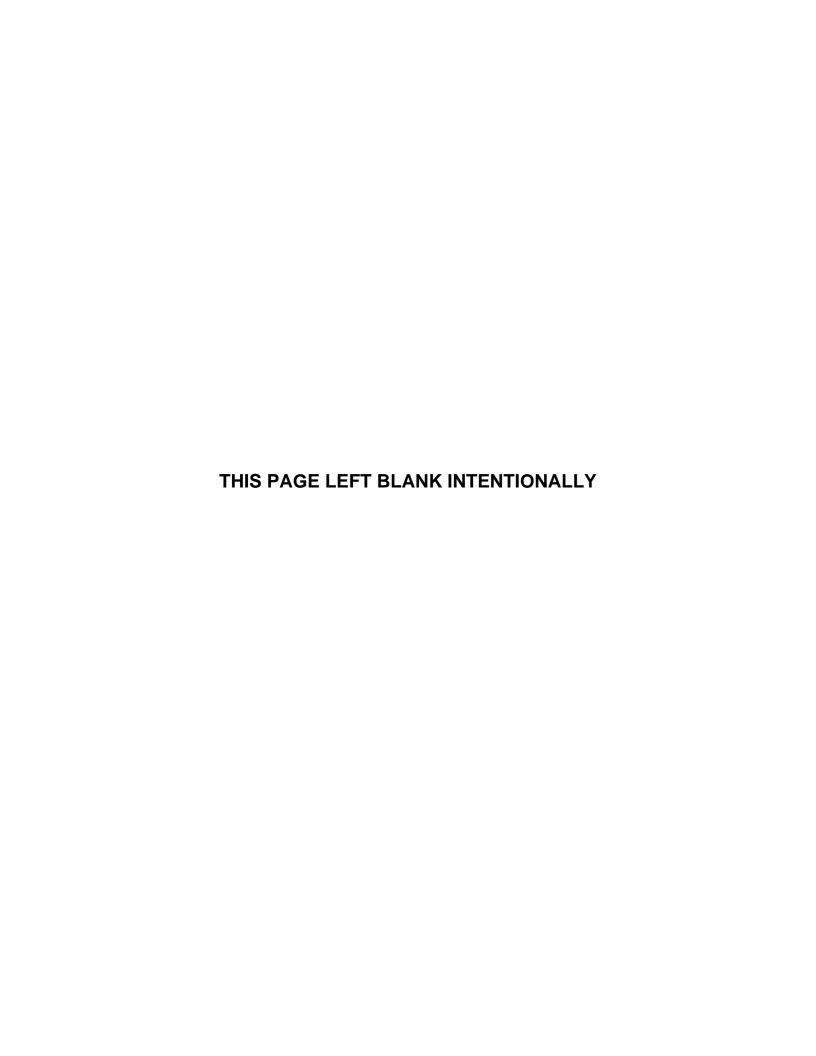


Nancy J. Becker Recorder of Deeds

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.



RECORDER OF DEEDS MONTGOTERY COUNTY

2015 FEB 26 AM 8: 34

Prepared By:

Richard P. Cerbone, P.G. Senior Project Manager Sovereign Consulting Inc. 111-A North Gold Drive Robbinsville, New Jersey 08691

Return to:

Richard P. Cerbone, P.G. Senior Project Manager Sovereign Consulting Inc. 111-A North Gold Drive Robbinsville, New Jersey 08691

PARCEL No. 58-00-00367-00-7

MONTGOMERY COUNTY COMMISSIONERS REGISTRY 58-00-00367-00-7 UPPER MERION 590 W DEKALB PIKE

590 DEKALB PIKE ASSOCIATES LP \$15.00 B 027B U 004 L 4260 DATE: 02/26/2015 JE



GRANTOR: 590 Dekalb Pike Associates, LP

PROPERTY ADDRESS: 590 West Dekalb Pike, King of Prussia, Montgomery

County, Pennsylvania

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).

1. **Property affected**. The property affected by this Environmental Covenant (i.e. Jiffy Lube International) is located in **King of Prussia (Upper Merion Township)**, **Montgomery County.**

The postal street address of the Property is: 590 West Dekalb Pike, King of Prussia, Pennsylvania 19406-3002.

The County Parcel Identification No. of the Property is: 58-00-00367-00-7. The latitude and longitude of the center of the Property affected by this Environmental Covenant is: 40°05'20.35"N and 75° 22'51.70"W.

The Property has been known by the following name(s): eFacts Primary Facility #605018, Jiffy Lube International; Pennzoil Quaker State Facility No. 261; PADEP Storage Tank Facility ID# 46-40535; 590 Dekalb Pike Associates, LP.

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.

2. <u>Property Owner / GRANTOR</u>. 590 Dekalb Pike Associates, LP is the owner of the Property. The mailing address of the Owner is: 636 Old York Road, 2nd Floor, Jenkintown, PA 19046.

3. <u>Description of Contamination & Remedy.</u>

The Property formerly used underground storage tanks (USTs) to hold petroleum fuels and oils. These USTs have been removed from the site and it was determined that the soil and groundwater beneath the property are affected by petroleum hydrocarbon compounds as a result of a subsurface petroleum release from the USTs. The remedy approved by the PADEP on August 11, 2008, was monitored natural attenuation.

An additional monitoring well was installed at the site in March 2011 to further assess groundwater quality in the deeper water bearing zone and to establish groundwater flow direction in the deep water bearing zone. A Remedial Action Plan Addendum was approved by the Department on June 18, 2012, authorizing a reduced demonstration of attainment from eight consecutive quarters to four consecutive quarters. PADEP approved a Remedial Action Completion Report (RACR) for the site on October 9, 2014.

The constituents of concern (COCs) at the site include benzene, toluene, ethylbenzene, xylenes, methyl tertiary butyl ether (MTBE), naphthalene, benzo(a)pyrene, benzo(b)fluoranthene, benzo(g,h,i)perylene and lead. A nonresidential Site Specific Standard (SSS) using pathway elimination has been obtained for benzene and naphthalene in soil, and a Statewide Health Standard (SHS) has been demonstrated for MTBE in soil. A SSS has been demonstrated for benzene and MTBE in groundwater, and a SHS has been demonstrated for toluene, ethylbenzene, xylenes, naphthalene, cumene, 1,2-dichloroethane, benzo(b)fluoranthene, lead benzo(a)pyrene and benzo(g,h,i)perylene in groundwater.

Potential exposure pathways will be eliminated by the activity and use limitations set forth and the filing of this Environmental Covenant that is protective of human and ecological receptors pursuant to 25 Pa. Code § 250.401 *et seq*.

Documents reflecting the characterization and remedial action activities at the Property are available at the office of Department, Southeast Regional Office, 2 East Main Street, Norristown, Pennsylvania 19401.

- 4. <u>Activity & Use Limitations</u>. The Property is subject to the following activity and use limitations, which the Owner and each subsequent owner of the Property shall abide by:
 - A) The groundwater at and under the Property shall not be used for drinking, irrigation, or industrial use.
 - B) The Property shall remain nonresidential.
- 5. <u>Notice of Limitations in Future Conveyances</u>. 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.
- 6. <u>Compliance Reporting</u>. 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: 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.

- 7. <u>Access by the Department</u>. In addition to any rights already possessed by the Department, this Environmental Covenant grants to the Department a right of access of the Property in connection with implementation or enforcement of this Environmental Covenant.
- 8. Recordation & Proof & Notification. Within 30 days after the date of the Department's approval, the Holder 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 recordation. Within that time period, the Holder also shall send a file-stamped copy to each of the following: each Municipality and County in which the Property is located; any Holder identified in this Environmental Covenant; each person holding a recorded interest in the Property; each person in possession of the Property; and other persons as required by the Department.

9. 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 provide 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 of 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.
- 10. <u>Department's address</u>. Communications with the Department regarding this Environmental Covenant shall be sent to: PADEP, ECB Manager, 2 East Main Street, Norristown, Pennsylvania 19401.
- 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 parties.

ACKNOWLEDGMENTS by Owner/Grantor: 590 Dekalb Pike Associates, LP, Grantor

By: 590 GP, LLC a Pennsylvania Limited Liability Company, General Partner Name: Bruce A. Goodman Title: Authorized member Date: 2-23-15
COMMONWEALTH OF PENNSYLVANIA)
COUNTY OF Montsomers) SS:
2015 hafara ma the undersigned officer

On this 33 day of 2015, before me, the undersigned officer, personally appeared Bruce A. Goodman who acknowledged himself/herself to be the Authorized Member of 590 GP, LLC, the general partner of 590 DeKalb Pike Associates, LP, a corporation and 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
ALEX A. PHILOMENO, Notary Public
Ablington Twp., Montgomery County
My Commission Expires August 1, 2016

IA

Property Owner:

590 Dekalb Pike Associates LP

Property Address:

590 Dekalb Pike

Upper Merion Township

Montgomery County

APPROVED, by Commonwealth of Pennsylvania,

Department of Environmental Protection

Date: 1/20/15

Name: Stephan Sinding

Title: Environmental Cleanup & Brownfields Program Manager

PA DEP - Southeast Regional Office

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF MONTGOMERY

On this day of January, 2015, before me, the undersigned officer, personally appeared Stephan Sinding, Environmental Cleanup and Brownfields Program Manager of the Commonwealth of Pennsylvania, Department of Environmental Protection, Southeast Regional Office, 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

Notarial Seal Judy Lashley, Notary Public

Norristown Boro, Montgomery County My Commission Expires July 28, 2016 MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

Exhibit A PROPERTY DESCRIPTION

ATTACHED TO AND FORMING PART OF TITLE REPORT ISSUED BY COMMONWEALTH LAND TITLE INSURANCE COMPANY

NO. C781553

DESCRIPTION and RECITAL

AND THE PROPERTY AND ADDRESS OF THE PROPERTY O

ALL THAT CERTAIN lot or piece of ground, SITUATE in Upper Merion Township, Montgomery County, Commonwealth of Fennsylvania, and described according to a certain Flan thereof made by Valley Forge Engineers, Inc., dated the Twenty-sixth day of July, A.D. 1957 as follows, to wit:-

BEGINNING at the point formed by the intersection of the Northwesterly side of DeKalb Fike (U.S. Route #202) (one hundred twenty feet wide) with the center line of Rawle Road (thirty-three feet wide); thence extending from said point of beginning, North thirty-nine degrees twenty-one minutes fifty-one seconds West along the center line of Rawle Road one hundred twenty-five feet to a point in line of land now or late of Paul and Ruth Jones; thence extending by the last mentioned land, the three following courses and distances: (1) North seventy-one degrees thirty-two minutes thirty-five seconds East crossing the Northeasterly side of Rawle Road one hundred eighty-six and sixty-six one-hundredths feet to a point; (2) North seventy-two degrees twenty-eight minutes East six feet to a point, a corner; and (3) South thirty-nine degrees twenty-one minutes fifty-one seconds East one hundred twenty-five feet to a point on the Northwesterly side of DeKalb Fike aforesaid; thence extending along the Northwesterly side of DeKalb Pike the two following courses and distances: (1) South seventy-two degrees twenty-eight minutes West six feet to a point of curve in the same; and (2) Southwestwardly on the arc of a circle having a radius of five thousand seven hundred eighty-nine and fifty-eight one-hundredths feet the arc distance of one hundred eighty-six and sixty-six one-hundredths feet the first mentioned point and place of beginning.

CONTAINING in area 0.5163 acres.

BEING ASSESSMENT FARCEL NUMBER 58-00-00347-00-7.

EEING the same premises which Dino J. Volpi and Eleandr M. Ivers. co-partners by Deed dated January 30, 1958 and recorded in Montgomery County, in Deed Book 2854 page 288 conveyed unto Sun Oil Company (a N. J. Corp.), in fee.

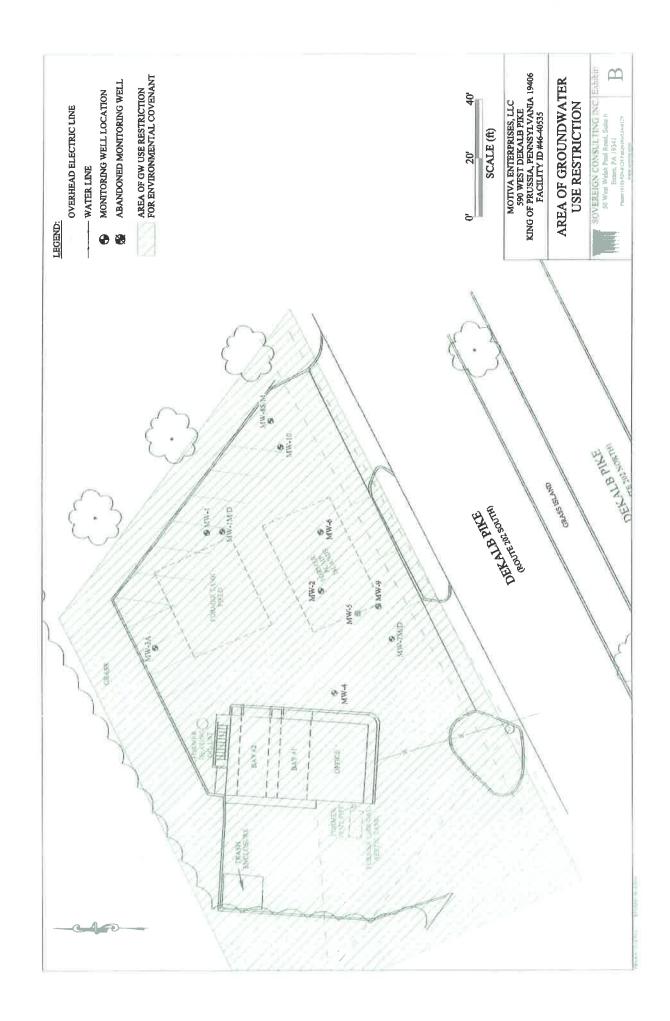
And by Articles of Merger filed in the Department of State the said corporation is now known as Sun Oil Company of Pennsylvania.

And the Sun Oil Company of Pennsylvania has since changed to Sun Refining and Marketing Company.

AND BEING the same premises which Sun Refining and Marketing Company by Deed dated February 21, 1985, and intended to be recorded in the Office aforesaid, granted and conveyed unto 590 DeKalb Pike Associates.

Exhibit B

SITE MAP



GRANTOR: 590 Dekalb Pike Associates

PROPERTY ADDRESS: 590 West Dekalb Pike, King of Prussia, Montgomery

County, Pennsylvania

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ACKNOWLEDGMENTS by Owner/Grantor: 590 Dekalb Pike Associates, Grantor
By: Mico / Jul
Name: BRUCIA GOOdman
Title: Manager
Date: 12-14-12-12-12-12-12-12-12-12-12-12-12-12-12-
COMMONWEALTH OF PENNSYLVANIA)
COUNTY OF Montgomery)ss:
On this What day of December, 2014, before me, the undersigned officer, personally appeared Beuch A. Goodman have a cknowledged himself/herself to be the person 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 ALEX A. PHILOMENO, Notary Public Abington Twp., Montgomery County My Commission Expires August 1, 2016

Property Owner:

590 Dekalb Pike Associates

Property Address:

590 Dekalb Pike

Upper Merion Township

Montgomery County

APPROVED, by Commonwealth of Pennsylvania,

Department of Environmental Protection

Date: 1/20/15

Name: Stephan Sinding

Title: Environmental Cleanup & Brownfields Program Manager

PA DEP - Southeast Regional Office

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF MONTGOMERY

On this day of January, 2015, before me, the undersigned officer, personally appeared Stephan Sinding, Environmental Cleanup and Brownfields Program Manager of the Commonwealth of Pennsylvania, Department of Environmental Protection, Southeast Regional Office, 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

Notarial Seal Judy Lashley, Notary Public Norristown Boro, Montgomery County My Commission Expires July 28, 2016

MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

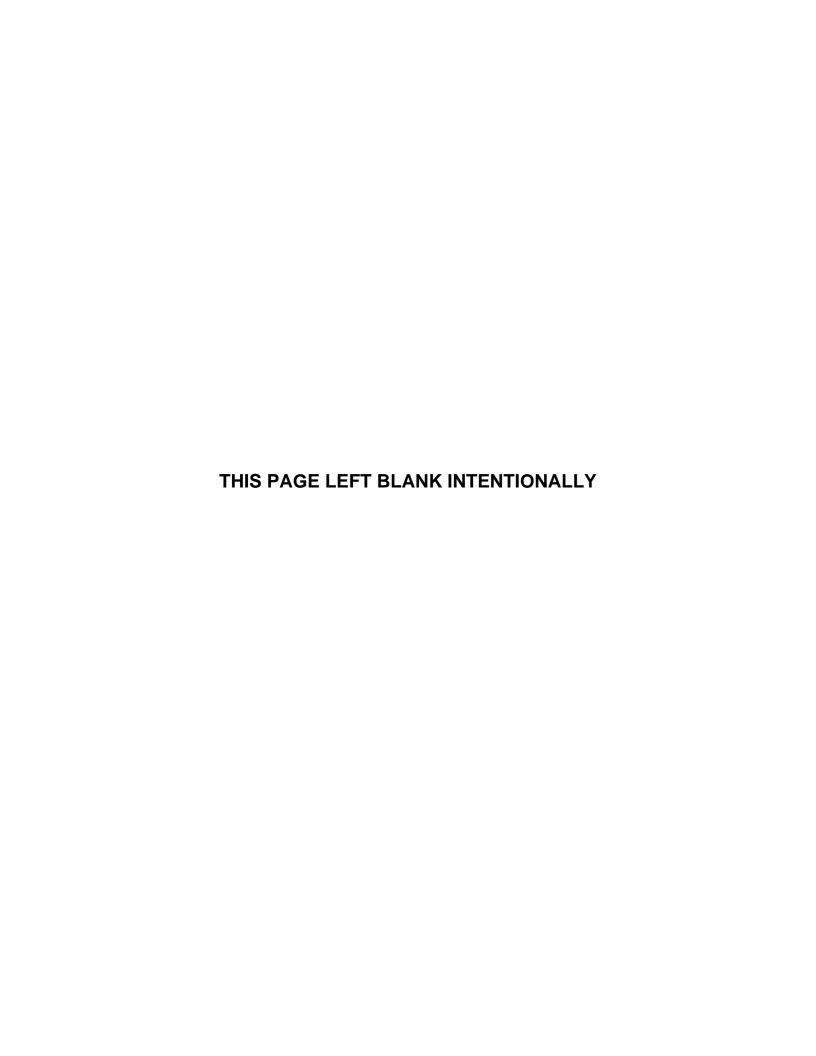


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NO. C781553

DESCRIPTION and RECITAL

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Inc., dated the Twenty-sixth day of July, A.D. 1957 as follows, to wit:

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CONTAINING in area 0.5163 acres.

BEING ASSESSMENT FARCEL NUMBER 58-00-00367-00-7.

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And by Articles of Merger filed in the Department of State the said corporation is now known as Sun Oil Company of Pennsylvania.

And the Sun Oil Company of Pennsylvania has since changed to Sun Refining and Marketing Company.

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Exhibit B

SITE MAP

