

Environmental Covenant

When recorded, return to:
[name & address of person filing the Environmental Covenant]

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

GRANTOR: _____

PROPERTY ADDRESS: _____

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 (Property) by this Environmental Covenant is located in _____ (name of municipality), _____ County.

The postal street address of the Property [if any] is: _____.
The latitude and longitude of the center of the Property affected by this Environmental Covenant is: [either decimal degrees (DD.DDDDDD) or DD/MM/SS or DD/MM/SS.SSSS; preferred is decimal degrees] _____.
The Property has been known by the following name(s): _____
[For registered tanks, the PADEP Tank Facility ID# is: _____
[For other facilities, the DEP Primary Facility ID# is/are: _____

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.

[Use when Grantor & Grantee are the same, i.e., when Grantor is the only holder.]

2. **Property Owner / GRANTOR / GRANTEE.** _____
is/are the owner(s) of the Property and the GRANTOR and GRANTEE of this Environmental Covenant.

3. The mailing address(es) of the owner(s) is/are:
_____.

[Use when there are holders other than Grantor.]

2. **Property Owner / GRANTOR.** _____ is/are the owner(s) of the Property and the GRANTOR of this Environmental Covenant.

3. **Holder(s) / GRANTEE(S).** The following is/are the GRANTEE(s) and a "holder," as that term is defined in 27 Pa. C.S. § 6502, of this Environmental Covenant:

(name & address information).

4. **Description of Contamination & Remedy.** [*This paragraph needs to be consistent with the Final Report / Remedial Action Completion Report!* As required by 27 Pa. C.S. § 6504(a)(3) and (a)(7) and as allowed by 27 Pa. C.S. § 6504(b)(6), briefly describe the contamination of the Property before remedy implementation; the remedy/corrective action undertaken; any administrative record for the environmental response project relating to the Environmental Covenant; the Land Recycling and Remediation Standards Act (Act 2) standard(s) attained; and any other important information, including the name and date of the Final Act 2 or Remedial Action Completion Report approved by the Department. Reference Act 2 and UECA definitions as necessary; e.g., "nonresidential property" excludes schools, nursing homes or other residential-style facilities or recreational areas.]

5. **Activity & Use Limitations.** [*This paragraph needs to be consistent with the Final Report / Remedial Action Completion Report, particularly any postremediation care plan!*] 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: [describe each specific restriction on land use, such as whether the property can be used only for non-residential purposes or whether the groundwater may be used as potable water; describe each obligation, such as groundwater monitoring, maintenance of a fence or cap.]

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.** [*This paragraph needs to be consistent with the Final Report / Remedial Action Completion Report!*] After written request by the Department or by the end of [insert interval for reporting determined to be necessary by the Department; e.g., "every January following the Department's approval of this Environmental Covenant" or "every third January following the Department's approval of this Environmental Covenant"], 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.

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 of 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 [insert entity responsible for filing this document] 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 [insert entity responsible for filing this document] also shall send a file-stamped copy to each of the following: [insert each Municipality and County in which the Property is located]; any Holder identified in this Environmental Covenant listed in Paragraph 3; [insert each person holding a recorded interest in the Property]; [insert each person in possession of the Property]; and ____ [insert other persons as required by the Department].

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.

[In some circumstances, it may be appropriate for the covenant to be limited to a specific duration or the occurrence of a specific event. If so, specify those conditions that must occur for the covenant to be terminated, and also indicate that the Department must approve, in writing, of the termination. The language in (c) illustrates this option. The language in (d) provides an option for not requiring the Grantor's consent.]

(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: [name, address and title of regional Environmental Cleanup Manager or designee.]

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:

Date: [Name of Owner], Grantor
By: _____
Name: _____
Title: _____

Date: [Name of Holder], Grantee
By: _____
Name: _____
Title: _____

[REPEAT AS NECESSARY]

APPROVED, by Commonwealth of Pennsylvania,
Department of Environmental Protection
Date: By: _____
Name: _____
Title: _____

COMMONWEALTH OF PENNSYLVANIA) [other state, if executed outside PA]
)
COUNTY OF _____) SS:

On this ___ day of _____, 20___, before me, the undersigned officer, personally appeared _____ [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 for the purposes therein contained.

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

Notary Public

COMMONWEALTH OF PENNSYLVANIA) [other state, if executed outside PA]
)
COUNTY OF _____) SS:

On this ___ day of _____, 20___, before me, the undersigned officer, personally appeared _____ [Holder, Grantee] who acknowledged 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.

Notary Public

[REPEAT AS NECESSARY]

COMMONWEALTH OF PENNSYLVANIA)
)
COUNTY OF _____) SS:

On this ___ day of _____, 20___, before me, the undersigned officer, personally appeared _____, who acknowledged himself/herself to be the _____ [Title] of the Commonwealth of Pennsylvania, Department of Environmental Protection, _____ [insert name of 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.

Notary Public