

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

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

GRANTOR[S]: _____

PROPERTY ADDRESS: _____

ENVIRONMENTAL COVENANT

This document is an Environmental Covenant 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, below, 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 (“PADEP” or the “Department”).

1. **Property affected.** The property affected by this Environmental Covenant is located in _____ [insert name of municipality], _____ County, and is referred to herein as the “Property.”

The latitude and longitude of the center of the Property affected by this Environmental Covenant is: [use either decimal degrees (DD.DDDDDD) or DD/MM/SS.SSSS; preferred is DD/MM/SS.SSSS] _____

The Property has been known by the following name(s): _____

[Insert for registered tanks: The PADEP Tank Facility Identification Number is: _____]

[Insert for Act 2 sites: The PADEP Land Recycling Program Identification Number is: _____.]

[Insert for other facilities (if available): the PADEP Primary Facility Identification Number(s) is/are: _____]

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. [**Include if the AULs apply to only a portion of the property:** A legal description of the portion(s) of the property that is/are impacted by any activity and use limitations is attached to this Environmental Covenant as Exhibit C.]

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

2. **Property Owner[s] / GRANTOR[S] / GRANTEE[S]**. _____ is/are the Owner[s] of the Property and the GRANTOR[S] and GRANTEE[S] 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[s] / GRANTOR[S]**. _____ is/are the Owner[s] of the Property and the GRANTOR[S] of this Environmental Covenant. _____ has/have a mailing address of [insert mailing address[es]].

3. **Holder[s] / GRANTEE[S]**. The following is/are the GRANTEE[S] and “Holder[s],” as that term is defined in 27 Pa. C.S. § 6502, of this Environmental Covenant: [insert name]_____. The mailing address[es] of the Holder[s] is/are [insert address information]. Pursuant to 27 Pa. C.S. § 6503(a), the rights and obligations of the Holder hereunder constitute an interest in real property.

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 and the Final Decision and Response to Comments issued by the United States Environmental Protection Agency (EPA). Reference Act 2 and UECA definitions as necessary; e.g., “nonresidential property” excludes schools, nursing homes or other residential-style facilities or recreational areas. *Because this Property is a RCRA corrective action facility, the following sentence should be included and fit in where there is a reference to the location of the Department’s records:* “In addition, records pertaining to the contamination and remedy are located or available through EPA, Region III, 1650 Arch Street, Philadelphia, PA 19103.”]

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, with which the then current owner of the Property, and its tenants, agents, employees and other persons under its control, shall comply, unless terminated or modified in accordance with Paragraph 10 below: [insert description of 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. Where activity and use limitations impact only a portion of the Property a legal description (survey, meets/bounds, etc.) should be included describing the portion of the Property encumbered by the activity and use limitations.]

6. **Notice of Limitations in Future Conveyances.** Unless and until this Environmental Covenant terminates, each “instrument,” as that term is defined in 25 Pa. Code § 253.1, 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 [and insert the following if a different interval for reporting has been determined to be necessary by the Department and the EPA: e.g., “and every January following the Department’s approval of this Environmental Covenant” or “and every third January following the Department’s approval of this Environmental Covenant”], the then current owner of the Property shall submit, to the Department, the EPA, and [insert if applicable: and any Holder listed in Paragraph 3 of this Environmental Covenant], a written statement of whether or not there is compliance at the Property with the activity and use limitations set forth in Paragraph 5 of this Environmental Covenant. In addition, within one month after any of the following events, the then current owner of the Property shall submit to the Department, the EPA, and [insert if applicable: and to any Holder listed in Paragraph 3 of this Environmental Covenant] written notification of (i) the identification of any noncompliance with the activity and use limitations set forth in Paragraph 5 of this Environmental Covenant; (ii) the transfer of the Property, (iii) changes in use of the Property, or (iiii) the filing of an application for a permit for any building or site work at the Property, if the building or site work will affect the contamination on the Property subject to this Environmental Covenant.

8. **Access by the Department and by the EPA.** In addition to any rights already possessed by the Department and by the EPA, this Environmental Covenant grants to the Department and to the 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 90 days after the date of the Department’s approval and execution of this Environmental Covenant, the [insert entity responsible for filing this document] shall file this Environmental Covenant with the Recorder of Deeds for _____ County(ies) [insert name of County(ies) in which the Property is located] and send a file-stamped copy of this Environmental Covenant to the Department or upload a file-stamped copy of this Environmental Covenant to the Environmental Cleanup and Brownfields Program through the Department’s OnBase records system at the following website: <https://www.dep.pa.gov/DataandTools/Pages/Application-Form-Upload.aspx>, and send a copy to the EPA ,[insert each Municipality in which the Property is located], [insert 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) Except as otherwise provided herein, this Environmental Covenant may only be terminated or modified in accordance with Section 9 or 10 of UECA, 27 Pa. C.S. §§ 6509 or 6510, or in accordance with this Paragraph 10.

(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 of Pennsylvania 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 listed in Paragraph 3 of this Environmental Covenant, 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

(c) This Environmental Covenant shall terminate upon attainment, in accordance with 35 P.S. §§ 6026.101 – 6026.908, with one or a combination of use remediation standards for the above-described contamination at the Property. The Department must approve, in writing, such attainment of one or a combination of use remediation standards. The termination of the Environmental Covenant shall be recorded pursuant to Paragraph 9 above.]

[The language in (d) provides an option for not requiring the Grantor's consent for future amendments or termination of the Environmental Covenant.]

(d) 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 current owner of the Property at the time of such amendment or termination and (iii) the Department. To the extent Grantor and/or Grantee is also the Holder or current property owner at the time of such amendment or termination, the right to consent to any amendment or termination of the Environmental Covenant is retained as the Holder or current property owner.

11. **EPA.**

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

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

12. **Department’s and the EPA’s address**. Communications with the Department and the EPA regarding this Environmental Covenant shall be sent to: Environmental Cleanup and Brownfields Program Manager, Department of Environmental Protection [insert region, address], and the EPA Project Officer.

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 by Owner[s] and any Holder[s], in the following form:

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

Date: [insert as applicable: (insert name of holder), Grantee]
 By: _____
 Name: _____
 Title: _____]

[REPEAT THE ACKNOWLEDGMENT BLOCKS ABOVE 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 _____ [insert as applicable: Owner, Grantor, and 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

[If necessary, insert:

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 NOTARIZATION BLOCKS ABOVE 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