

RECORDED  
07/28/2011 2:03:05 PM  
RECORDER OF DEEDS  
LEHIGH COUNTY  
PENNSYLVANIA  
Inst Num: 2011023090

**RECORD & RETURN TO  
SECURITY SEARCH & ABSTRACT CO.  
453 LINDEN STREET  
ALLENTOWN, PA. 18102**

Prepared By and Return To:

Montgomery, McCracken, Walker & Rhoads, LLP  
123 South Broad Street  
Philadelphia, PA 19109  
215-772-1500

Parcel/UPI/CPN/Folio No. 19-F7-36-8  
PIN Numbers: 5478610120941

**ENVIRONMENTAL COVENANT**

**Novak Sanitary Landfill, Inc.,  
a Pennsylvania corporation (the "Grantor")**

**TO**

**The Novak Site RD/RA PRP Group  
(the "Grantee/Holder")**

## ENVIRONMENTAL COVENANT

**THIS ENVIRONMENTAL COVENANT** (hereinafter the "Covenant") is made this 13<sup>th</sup> day of October, 2010, by and between Novak Sanitary Landfill Inc., a Pennsylvania corporation ("Grantor") whose address is 3896 Orefield Road, Allentown, Pennsylvania 18104-9731; and The Novak Site RD/RA PRP Group, an unincorporated association (the "Grantee/Holder") whose members are listed on Schedule A, attached hereto and whose agent, de maximis, inc., has an address of 405 North Cedar Crest Blvd. Suite 200, Allentown, PA 18013.

### WITNESSETH:

**WHEREAS**, Grantor is the legal title holder in fee simple of certain tracts of land, one tract being located on the southeast side of Lime Kiln and Orefield Roads in South Whitehall Township (the "Township"), Lehigh County, Pennsylvania, comprised of 63.95 acres of land, more or less, known as Lehigh County Tax Map Parcel Number 19-F7-36-8 and PIN Number 5478610120941 as is more particularly described in Exhibit "A" attached hereto and made a part hereof ("Parcel A") and the other tract being located at the northeast corner of Orefield Road and Lime Kiln Road in the Township, known as Lehigh County Tax Map Parcel Number F7-38-1 and PIN Number 5478512882051 as is shown generally on Exhibit A-1 attached hereto and marked as Parcel "B" thereon ("Parcel B");

**WHEREAS**, Grantor's ownership of Parcel A is evidenced by a deed dated 12/29/1989 and recorded in the Office of the Recorder of Deeds of Lehigh County on 1/4/1990, in Land Record Book in Book 1447 at page 369. Parcel A and Parcel B are collectively referred to herein as the "Property."

**WHEREAS**, a portion of the Property contains the Novak Sanitary Landfill Site (the "Site") which the United States Environmental Protection Agency (the "USEPA"), pursuant to Section 105 of the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), 42 U.S.C. §9605, placed on the National Priorities List (the "NPL") set forth at 40 C.F.R. Part 300, Appendix B, on October 4, 1989.

**WHEREAS**, from approximately 1967 through 1990, a significant portion of the Property was used as a municipal landfill that accepted refuse from various municipal, residential, commercial and industrial sources.

**WHEREAS**, in a Record of Decision dated September 30, 1993 (the "ROD"), among other things, the Acting USEPA Region III Administrator selected a remedial action for the Site that provides for the following actions, (the "Remedial Action"):

1. Installation of a perimeter fence around the landfill on the Site to restrict access and protect the remedy control system(s).

Schedule A

List of Member of the Novak Site  
RD/RA PRP Group,  
an unincorporated association

Air Products & Chemicals, Inc.

Amana Company, LP

BP America Inc.

F.L.Smith Company

General Electric Co.

Ingersoll Rand Corporation

Lucent Technologies, Inc.

Mack Trucks, Inc.

Pennsylvania Power & Light Co.

Tarkett, Inc.

Exhibit A  
(Legal Description of Parcel A)  
(See attached – two (2) pages)



**Martin, Bradbury & Griffith, Inc.**  
CONSULTING ENGINEERS – PLANNERS – LAND SURVEYORS  
1201 WASHINGTON STREET – ALLENTOWN, PENNSYLVANIA 18102  
PHONE (610) 437-6300  
FAX (610) 437-1320

July 28, 2008  
Ref: 2682-004  
2682-004-01

**EXHIBIT "A"**  
**DESCRIPTION OF PARCEL "A"**  
**NOVAK SANITARY LANDFILL, INC.**  
**SOUTH WHITEHALL TOWNSHIP**  
**LEHIGH COUNTY, PENNSYLVANIA**

ALL THAT CERTAIN lot or tract of land located along the southerly side of Orefield Road (SR 4003) and the westerly side of Lapp Road (T-602) known as Novak Sanitary Landfill, Inc. situate in South Whitehall Township, Lehigh County and Commonwealth of Pennsylvania bounded and described as follows to wit:

BEGINNING at a corner, said corner being the northwesterly property corner of the herein described tract and being the intersection of the southerly township right-of-way line of Lime Kiln Road (T-693) (35 feet from the centerline) with a common property line, of now or late, Kathryn L. Siessmayer:

THENCE, from the said point of beginning and along the southerly township right-of-way line of Lime Kiln Road the following nine (9) courses and distances:

1. North 57° 43' 14" East, 26.80 feet to a corner;
2. North 32° 16' 46" West, 18.50 feet to a corner;
3. North 57° 43' 14" East, 27.68 feet to a corner;
4. South 32° 16' 46" West, 18.50 feet to a corner;
5. North 57° 43' 14" East, 112.17 feet to a corner;
6. North 32° 16' 46" West, 18.50 feet to a corner;
7. North 57° 43' 14" West, 33.90 feet to a corner;
8. South 32° 16' 46" East, 18.50 feet to a corner;
9. North 57° 43' 14" East, 179.69 feet to a corner;

thence, continuing along the said southerly township right-of-way line of Lime Kiln Road and along the aforementioned southerly right-of-way line of Orefield Road (SR 4003) the following six (6) courses and distances:

1. on a curve to the left having a radius of 360.00 feet for an arc length of 64.95 feet with a chord bearing North 62° 10' 28" East 64.86 feet to a corner;
2. North 57° 00' 11" East, 224.66 feet to a corner;
3. on a curve to the left having a radius of 1565.68 feet for an arc length of 106.42 feet with a chord bearing North 55° 03' 21" East 106.40 feet to a corner;
4. North 53° 06' 31" East 295.59 feet to a corner;

**Martin, Bradbury & Griffith, Inc.**

July 28, 2008  
Ref: 2682-004  
2682-004-01  
Page 2

5. North 53° 24' 46" East 265.79 feet to a corner;
6. North 54° 26' 23" East 127.09 feet to a corner;

thence, continuing along the southerly township right-of-way line of Orefield Road and along the westerly township right-of-way line of Lapp Road (T-602) (35 feet from the centerline) the following three (3) courses and distances:

1. on a curve to the right having a radius of 30.00 feet for an arc length of 58.33 feet with a chord bearing South 69° 51' 44" East, 49.56 feet to a corner;
2. South 14° 09' 52" East, 646.22 feet to a corner;
3. on a curve to the left having a radius of 535.00 feet for an arc length of 130.85 feet with a chord bearing South 21° 10' 14" East, 130.52 feet to a corner;

thence, along land of, now or late, Allen H. & Sharon A. Hunsicker the two following courses and distances,

1. South 39° 22' 33" West 600.95 feet to a corner;
2. South 41° 43' 31" East 1263.23 feet to a corner;

thence, continuing along aforesaid land of, now or late, Allen H. & Sharon A. Hunsicker and land of, now or late, Stanley C. Breininger ET AL, South 63° 17' 45" West 579.90 feet to a corner;

thence, along land of, now or late, Nicholas & Helen S. Pidstawski the three following courses and distances:

1. South 68° 05' 25" West, 785.43 feet to a corner;
2. North 16° 13' 56" West, 922.35 feet to a corner;
3. South 56° 31' 04" West, 419.10 feet to a corner;

thence, continuing along land of, now or late, Daniel L. Puchyr and along land of aforementioned, now or late, Kathryn L. Siessmayer, North 2° 58' 56" West 1247.27 feet to the point or place of BEGINNING.

**Containing: 63.9566 Acres**

Exhibit A

Exhibit A-1  
(Map Showing Parcel B)  
(See attached – one (1) page)

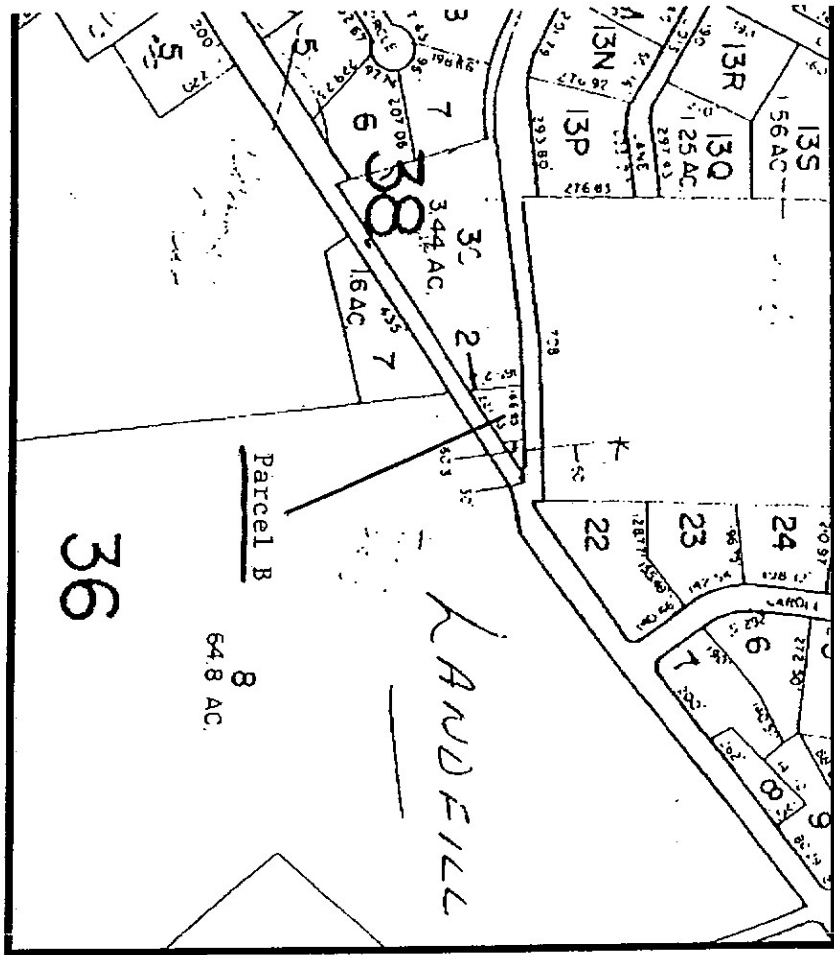


Exhibit A-1

Exhibit B

(Figure Showing Property Boundary, Limits of the ERA  
Perimeter Fence and Landfill Cap Area)  
(See attached – one (1) page)

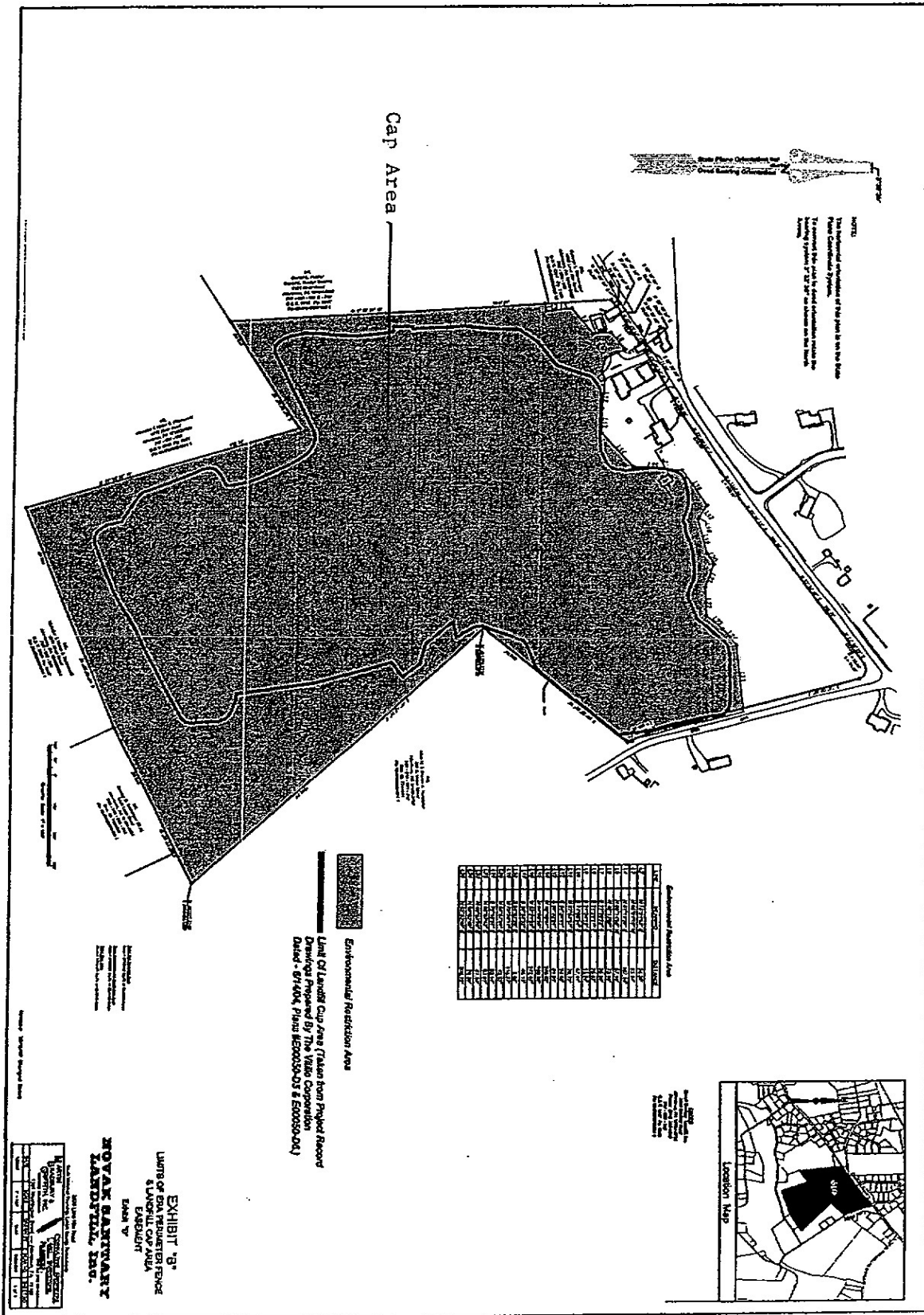


EXHIBIT-- B

Exhibit C  
(Figure Showing Access Easement and  
Perimeter Fence East)  
(See attached – one (1) page)

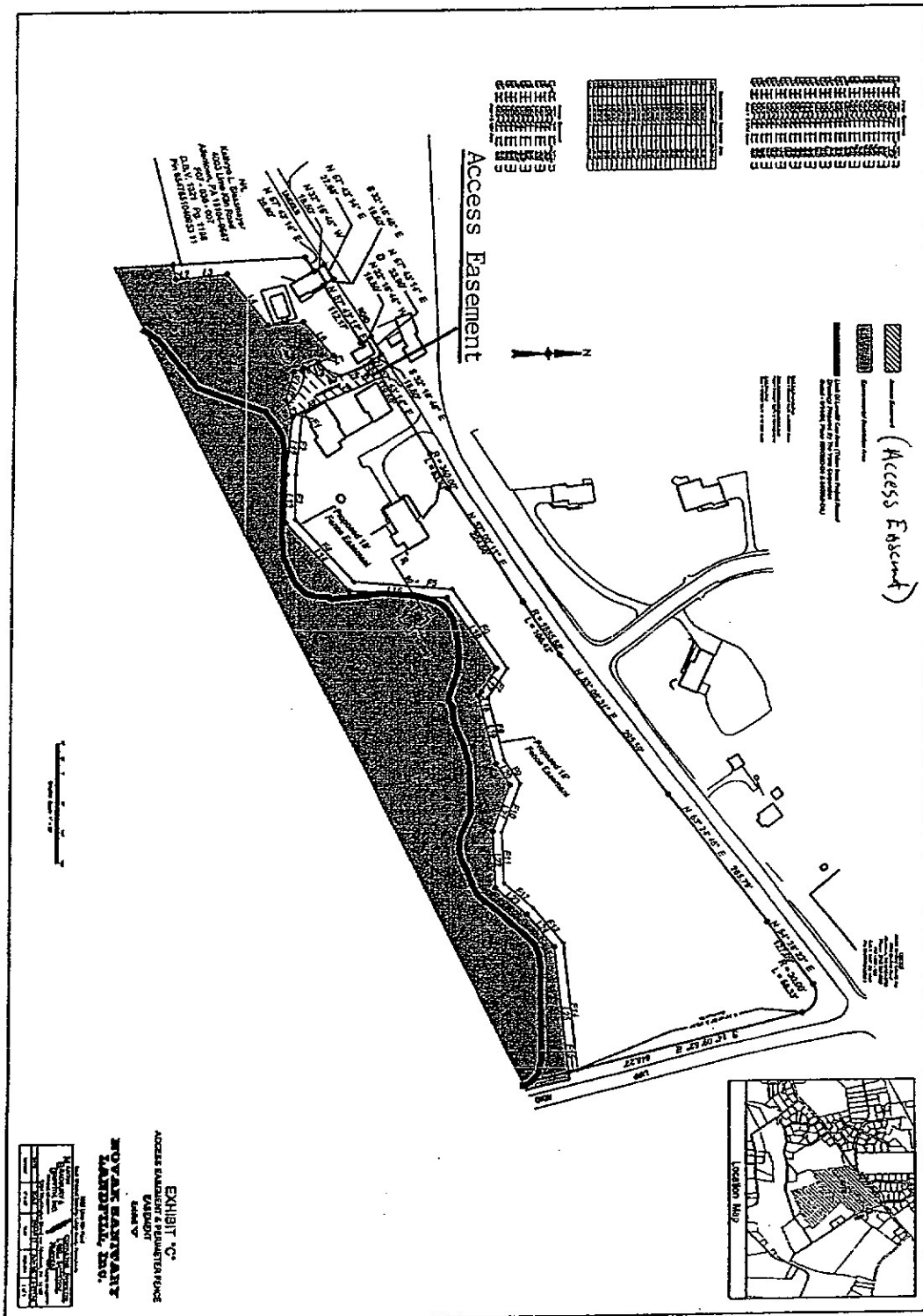


EXHIBIT - C



Novak Sanitary Landfill, Inc.

Corporate Resolution

The undersigned, being the President of Novak Sanitary Landfill, Inc. (the "Corporation"), a Pennsylvania corporation, hereby certifies that the following Resolutions were adopted by the Corporation on 10/13, 2010.

RECITALS

**WHEREAS**, the Corporation has entered into a certain Environmental Covenant dated 10/13, 2010 (the "Covenant") with The Novak Site RD/RA PRP Group (the "Grantee"), pursuant to which, inter alia, the Corporation agreed to grant a license and to impose certain easements, terms, covenants, conditions, restrictions, burdens and servitudes on property owned by the Corporation located in South Whitehall Township, Lehigh County, Pennsylvania and more fully described and identified in the Covenant as the "Environmental Restriction Area" or "ERA".

**WHEREAS**, it is necessary and desirable for the Corporation to (i) affirm and ratify the Covenant; and (ii) authorize its officers to approve the final terms and conditions of all deeds, easements, covenants and all other agreements, instruments and certificates necessary or desirable to consummate the foregoing intent.

**NOW, THEREFORE, BE IT RESOLVED**, that the Corporation expressly approves the Covenant, its exhibits and the terms and agreements thereof and any ancillary agreements written agreements attendant thereto.

**FURTHER RESOLVED**, that the proper officers of the Corporation have taken all necessary and appropriate action to authorize and approve any and all agreements, instruments, certificates and documents relating to the Covenant; and be it

**FURTHER RESOLVED**, and confirmed that Hilda Novak, as President, is the authorized representative of the Corporation;

**FURTHER RESOLVED**, that the proper officers of the Corporation be (and they hereby are) authorized, empowered, and directed to do and perform any and all of the acts and things, including, but not limited to, the execution and delivery of all such instruments and documents in the name of and on behalf of the Corporation as in the judgment of such officers shall be necessary, proper, or advisable in order to fully carry out the intent and accomplish the purposes of the foregoing resolutions.

**IN WITNESS WHEREOF**, I have hereunto set my hand on behalf of the Corporation this 13<sup>th</sup> day of October, 2010.

Date

10/13/2010

X Hilda Novak

Name: Hilda Novak

Title: President

2. Deed restrictions to prohibit the use of the ERA (as defined herein) for residential or agricultural purposes and the use of on-site ground water for domestic purposes, including drinking water. The purpose of these restrictions is to prevent excavation or construction on the capped and closed landfill and to prevent the risks associated with human exposure to landfill contents, leachate and ground water.
3. Removal of contaminated landfill surface water and sediments.
4. Installation of landfill surface water control system to control surface water run-on and run-off.
5. Installation of a multi-barrier cap over the landfill area on the Property (as described in the ROD).
6. Site restoration to promote wildlife habitat diversity.
7. Installation of a landfill gas venting and monitoring system to prevent any threats to human health and the environment due to potential toxic or explosive gas (as described in the ROD).
8. Installation of a leachate collection system to eliminate the leachate seeps and reduce constituent migration pathways to the underlying aquifer and surface water.
9. Installation of a leachate treatment system (contingency).
10. Long-term monitoring of site ground water to evaluate the overall effectiveness of the remedy.
11. Operation and maintenance of the remedial components, as necessary.
12. A review of the Site every five (5) years to ensure that the remedy continues to protect human health and the environment.

The ROD identified the contamination at the Property including, but not limited to: 1) leachate containing volatile organic chemicals ("VOCs") (acetone, benzene, chlorobenzene, chloroethane, ethylbenzene toluene and xylene); semi-volatile organic chemicals (benzoic acid, 1,4-dichlorobenzene, 4 methyl-phenol) and metals (beryllium, nickel, antimony cadmium, chromium, iron, lead, silver, zinc; 2) landfill gas (including methane); 3) groundwater (including 1,1-dichloroethane, 1,2-dichloroethylene, 1,2-dichloropropane, trichloroethylene, chlorobenzene, benzene and toluene) and 4) soils (metals, aluminum, chromium and iron).

**WHEREAS**, the ROD is included in the Administrative Record for the Site

**WHEREAS**, on August 31, 1995, the USEPA issued an Administrative Order for Remedial Design and Remedial Action, recorded in the office for the Recording of Deeds of Lehigh County on March 22, 1996 at Deed Book 0813 page 0996, as amended from time to time, (the "AO") to certain Respondents, including Grantor. The AO is included in the Administrative

Record for the Site. The Administrative Record is currently located at the office of the USEPA Region 3 at 1650 Arch Street, Mail Code 3RC43, Philadelphia, PA 19103-2029.

**WHEREAS**, the Grantor desires to set forth in this Covenant, certain of the restrictions required under the AO and additionally Grantor desires to grant a license and certain easements so that, among other things, the provisions of the AO can be implemented.

**WHEREAS**, it is the intent of the Grantor, Grantee/Holder and USEPA that this Covenant be executed pursuant to and executed to satisfy the requirements of the Pennsylvania Uniform Environmental Covenants Act, 27 Pa. C.S. § 6501-6517.

NOW, THEREFORE, in consideration of the foregoing, and intending to be legally bound hereby, the Grantor and the Grantee/Holder agree as follows:

1. **Incorporation**. The above "Whereas" clauses are incorporated below as if set forth in full herein. In addition to the definitions set forth above, the term "Environmental Restriction Area" or "ERA", as used herein, shall be defined as follows: The ERA shall mean that portion of the Property, consisting of approximately 56.6805 acres, identified as the "Environmental Restriction Area" on that certain plan titled "Novak Sanitary Landfill, Inc., Exhibit B, Limits of ERA Perimeter Fence and Landfill Cap Area Easement", dated January 26, 2007 by Martin, Bradbury & Griffith a copy of which is attached hereto as Exhibit B and as such area is identified as the "Environmental Restriction Area" or "ERA" on Exhibit B (shown as the gray area thereon) attached hereto and incorporated herein. Additionally, the term "Landfill Cap Area" shall mean that portion of the Property consisting of approximately 40.2525 acres, which is encompassed by the boundary line shown on Exhibit B as the "Limit of Landfill Cap Area" and as is identified as the "Cap Area" on Exhibit B attached hereto. A full size copy of Exhibit B and also Exhibit C (as mentioned herein) is as of the date of this Covenant, on file in the offices of Martin, Bradbury & Griffith, Inc., 1201 Washington Street, Allentown Pennsylvania, 18102 and also in the offices of de maximis, inc., 405 North Cedar Crest Blvd., Suite 200, Allentown, PA 18103.

2. **Grant**. Pursuant to the terms of the AO, Grantor, for itself, its successors and assigns, intends by this Covenant to grant a license and to impose certain easements, terms, covenants, conditions, restrictions, burdens and servitudes on the ERA and the Property as a whole. Grantor, on behalf of itself, its successors and assigns, in consideration of the foregoing premises and for other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged and intending to be legally bound hereby, does hereby covenant and declare that the ERA shall be subject to the restrictions that are set forth below and, additionally, hereby grants, pursuant to the terms set forth herein, to Grantee/Holder, its successors and assigns, an irrevocable license and the easements set forth herein in. over and upon the Property.

3. **Purpose**. The purpose of this instrument is to limit the use of portions of the Property to reduce the risk that contaminants on portions of the Property may pose to human health and the environment, to grant a license and to grant certain easements, all as more fully set forth herein. Nothing set forth herein shall in any way be deemed or construed to limit, effect or otherwise alter the rights or responsibilities of the Grantor or the Grantee/Holder or the USEPA

under the ROD or the AO or any agreement or order entered into now or in the future with regard to the ROD, the AO or the contamination at the Site.

4. **Declaration of Environmental Restrictive Covenants.** The following covenants, conditions, restrictions and easements (collectively at times referred to herein as the "Restrictive Covenants") apply to the use of the ERA and the Property, run with the land (both the Property and the ERA), and are binding on the Grantor, its successors and assigns, all successors in title and all other persons including but not limited to any tenants, occupants or any licensees. Neither Grantor nor its successors, assigns or successors in title shall perform, suffer, allow or cause any other persons or parties to perform, any of the following activities or uses in, on, upon, through, over or under the ERA:

a. No use shall be made that disturbs the integrity or performance of the perimeter fence that encompasses the Site, any of the layers of the cap on the Site, any surface water diversion systems or swales, the landfill gas collection system, the leachate collection system, or any other structure or system for maintaining the effectiveness of the Remedial Action, whether in place now or in the future. No use shall be made that disturbs the function of any monitoring well or other system for monitoring any response action or any Remedial Action.

b. Ground water within or from the ERA shall not be used in any manner, including, but not limited to, use as a drinking water supply, and no water supply or other ground water well shall be installed, except for groundwater monitoring wells installed pursuant to plans approved in writing in advance by the USEPA and the Grantee/Holder.

c. No excavation, digging, drilling or other intrusive activity into or disturbance of the soil may occur in, on or under the ERA, unless approved in writing in advance by the USEPA and the Grantee/Holder.

d. The ERA, and any portion thereof, shall not be used for residential, commercial, industrial, recreational or agricultural purposes.

e. No activities except access, inspection, repair, remediation and restoration shall occur on the Landfill Cap Area or the ERA, except as authorized or required under the Remedial Action, the AO, the ROD or the Operation and Maintenance Plan for the Site, as approved by the EPA, as may be amended from time to time.

5. **Reserved Rights of Grantor.** Grantor hereby reserves unto itself, and its successors, and assigns, all rights and privileges in and to the use of the portion of the Property, other than the ERA, which are not incompatible with the Restrictive Covenants and any of the restrictions, consents and rights granted or imposed herein or any rights of the USEPA in and to the Property under the provisions of the ROD, the AO, the Remedial Action or any other agreement or order entered into now or in the future with regard to the ROD, the AO, the Remedial Action or the contamination at the Site.

6. **USEPA Access.** In addition to any rights already possessed by the USEPA, nothing in this document shall limit or otherwise affect the USEPA's (or anyone acting on its behalf or at its direction) rights of entry and access to the Property or any portion thereof or

to issue orders or take response actions to the extent provided by law or regulation or in the AO, or to take action in connection with implementation or enforcement of this Covenant.

7. **License.** Not in limitation of any other agreement or rights that the Grantee/Holder has as of the date herein, Grantor, hereby confirms, grants and conveys to and for the benefit of the Grantee/Holder and their respective successors, assigns agents, contractors and consultants, and to anyone acting on behalf of or at the direction of the Grantee/Holder, a perpetual, irrevocable, non-exclusive license to access the Property and to utilize and occupy the Property and any portion thereof for the purpose of conducting any activity in connection with the ROD, the AO or the Remedial Action or to effectuate or implement any of the terms or conditions of any of the forgoing, including without limitation, the purposes of effectuating the provisions of the Remedial Action, implementing the terms of the AO and the Remedial Action, conducting further testing on the Property as may be necessary, monitoring ground water on the Property, including but not limited to the additional installation of any such wells which may be necessary, inspecting of Property to insure compliance with the restrictions set forth in this instrument and collecting additional soil sediment, ground water and surface water samples from or beneath the Property in connection with or related to the Remedial Action. Nothing set forth herein shall be anyway deemed to limit or otherwise impact or restrict the USEPA's rights of entry and access or other rights it has in and to the Property.

8. **Easements.**

a. **Access Easement.** Grantor hereby confirms, grants and conveys to and for the benefit of the Grantee/Holder and its successors, assigns, agents, contractors, subcontractors and consultants and to anyone acting on behalf of or at the direction of the Grantee/Holder, and its successors and assigns, a perpetual, irrevocable, non-exclusive easement, coupled with an interest, for pedestrian and vehicular ingress and egress over and across the areas of the Property (the "Access Easement"), shown on Exhibit C (Exhibit C is a Plan titled "Novak Sanitary Landfill Inc., Exhibit C, Access Easement and Perimeter Fence Easement" by Martin Bradbury and Griffith Inc. dated 12/11/07) attached hereto and shown thereon as the "Access Easement" (also being shown as the cross hatched area thereon) (the "Access Easement Area") to allow access to the ERA from Limekiln Pike. The Access Easement may be used by Grantee/Holder and Grantee/Holder's successors or assigns and anyone acting on behalf of or at the direction of Grantee/Holder or its successors and assigns for access to the Site, the ERA and the Landfill Cap Area. Grantor shall not obstruct or permit any other person or party to obstruct the use of the Access Easement Area. Grantor for itself, its successors and assigns, agrees that it shall not construct buildings, fences or any structure or improvements within the Access Easement Area herein conveyed. Nothing set forth herein shall be anyway deemed to limit or otherwise impact or restrict the USEPA's rights of entry and access or other rights it has in and to the Property.

b. **Perimeter Fence Easement.** Grantor hereby confirms, grants and conveys to and for the benefit of Grantee/Holder and its successors, assigns, contractors, subcontractors and consultants and to anyone acting on behalf of or at the direction of the Grantee/Holder, and its successors and assigns, a perpetual, non-exclusive easement on that portion of the Property that runs fifteen (15) feet from the northern boundary of the Perimeter Fence, as such area is shown on Exhibit C attached hereto as the Proposed 15' Fence Easement

(the "Perimeter Fence Easement Area"), for the purposes of maintaining, repairing, and replacing the Perimeter Fence. The cost of maintaining, repairing and replacing the Perimeter Fence shall be the responsibility of the Grantee/Holder pursuant to the AO. Grantor, its successors and assigns, hereby grants to Grantee/Holder and their respective successors, assigns agents, contractors and consultants, and to anyone acting on behalf of or at the direction of the Grantee/Holder, an irrevocable, non-exclusive and continuing right of access in and to the Perimeter Fence Easement Area, at reasonable times, for the purposes of effectuating the provisions set forth in this paragraph. Grantor shall not obstruct or permit any other person or party to obstruct the use of the Perimeter Fence Easement Area. Grantor for itself, its successors and assigns, agrees that it shall not construct buildings, fences or any structure or improvements within the easement area herein conveyed. Nothing set forth herein shall be anyway deemed to limit or otherwise impact or restrict the USEPA's rights of entry and access or other rights it has in and to the Property.

9. **No Public Access and Use.** No right of access or use by the general public to any portion of the Property is conveyed by this instrument except as set forth herein or except as authorized by applicable law

10. **Compliance Reporting.**

a. **By Grantee/Holder.** By the end of every January following the date of this Covenant, the Grantee/Holder shall submit to the USEPA written documentation stating whether or not the activity and use limitations set forth in this Covenant are being abided by.

b. **By Grantor.** Notwithstanding and not in limitation of any obligations or other requirements that the Grantor has regarding notices that must be given prior to the sale of the Property or any portion thereof, including without limitation those obligations set forth in the AO, in paragraph E of Section II (Parties Bound) and paragraph C of Section XVI (Notice of Obligations, Transfer of Interest and Deed Restrictions), the Grantor shall, within thirty (30) days of the conveyance of any interest in the Property, submit to the USEPA and the Grantee/Holder written documentation of a transfer of the Property, or any portion thereof. Additionally, again notwithstanding and not in limitation of obligations or other requirements that the Grantor has regarding notices that must be given, within thirty (30) days before of the happening of any of the following, Grantor will give written notice to the USEPA and the Grantee/Holder of: (i) any proposed changes in use of the Property, (ii) any filing of applications for building permits for the Property or (iii) proposals for any site work affecting the contamination on the Property subject to this Covenant.

11. **Amendment, Modification and Release.** This Covenant may be amended, modified, or released only by written agreement between the USEPA in recordable form, signed by the Grantor, or by its successors and assigns and the Grantee/Holder. Grantor may submit to USEPA a proposal for modifying or withdrawing the Restrictive Covenants set forth in paragraph 4 herein or any portion thereof. Said proposal shall demonstrate that the Restrictive Covenants contained herein may be modified or withdrawn in whole or in part consistent with the public interest and the public purposes of protecting human health and the environment.



12. **Notice Requirement.** Grantor agrees to include in any instrument conveying any interest in any portion of the Property, including but not limited to deeds, leases, licenses, easements and mortgages, a notice which is in the following form (with the recording information of this Covenant inserted in the blank area):

**NOTICE: THE INTEREST CONVEYED HEREBY IS SUBJECT TO AN ENVIRONMENTAL COVENANT, DATED OCTOBER 13, 2010, RECORDED IN THE LAND RECORDS OF LEHIGH COUNTY, PENNSYLVANIA, ON [INSERT THE DATE OF RECORDING OF THIS COVENANT], 2011, IN BOOK \_\_\_\_ [INSERT THE BOOK AND PAGE OF THE RECORDING OF THIS COVENANT], PAGE \_\_\_\_\_, WHICH PLACES ACTIVITY AND USE LIMITATIONS ON THE PROPERTY IN FAVOR OF, AND ENFORCEABLE BY THE UNITED STATES GOVERNMENT OR ANY AGENCIES THEREUNDER, OR ANY FEDERAL OR STATE ADMINISTRATIVE BODIES DIRECTED THEREBY.**

Within thirty (30) days of the date any such instrument of conveyance is executed, Grantor must provide USEPA and Grantee/Holder, with a certified true copy of said instrument and, if it has been recorded in the public land records, its recording reference.

13. **General Provisions.**

a. **Controlling Law.** This Covenant shall be construed and interpreted in accordance with the laws of the Commonwealth of Pennsylvania.

b. **Liberal Construction.** Any general rule of construction to the contrary notwithstanding, this instrument shall be liberally construed in favor of the Grantor to effect the purpose of this instrument and the policy and purpose of CERCLA. If any provision of this instrument is found to be ambiguous, an interpretation consistent with the purpose of this instrument that would render the provision valid shall be favored over any interpretation that would render it invalid.

c. **Severability.** The provisions of this Covenant shall be severable. If any provision is found to be invalid, unenforceable, unconstitutional and/or void, the remaining provisions of this Covenant shall, nevertheless, remain valid and binding.

d. **Successors.** The foregoing license, covenants, restrictions, agreements, easements and obligations shall run with the land, shall be binding on the Grantor, its successors and assigns and all successor owner(s) thereof. In the event that any of the provisions should, for any reason whatsoever, not be noted or recited in any subsequent deed for the Property to which the provisions herein apply, such terms, conditions and restrictions shall attach to the Property under and pursuant to this Covenant notwithstanding the absence of such provisions in the deed. The rights of the Grantee/Holder are freely assignable.

e. **Counterparts.** This Covenant may be executed in any number of counterparts, each of which shall be an original, but all of which taken together shall constitute one and the same agreement.

14. **Title.** The Grantor hereby covenants to and with the Grantee/Holder and its successors and assigns, that the Grantor is lawfully seized in fee simple of the Property, that the Grantor has a good and lawful right and power to sell and convey it, or any interest therein.

15. **Notices to the Parties.** Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other or hereunder shall be in writing and shall either be served personally or sent by a recognized national overnight courier service (i.e. Federal Express or UPS), addressed to the parties at the following addresses:

If to Grantor:

Novak Sanitary Landfill, Inc.  
c/o Hilda Novak, President  
3896 Orefield Road  
Allentown, PA 18104-9731

If to Grantee/Holder:

RD/RA PRP Group  
c/o de maximus, inc.  
405 North Cedar Crest Boulevard  
Suite 200  
Allentown, PA 18103

With a required copy to:

William W. Keffer, Esquire  
Montgomery, McCracken, Walker & Rhoads, LLP  
123 South Broad Street  
Avenue of the Arts  
Philadelphia, PA 19109

Either Party may change the person to whom notice is required to be given hereunder by notifying the other Party of such change in the manner set forth in this Paragraph 15. Upon any such change, the Parties shall execute and record an amendment to this instrument reflecting the change, provided that failure to execute or record such amendment shall not constitute a material breach of this instrument and all provisions hereof shall remain in effect and fully enforceable.

16. **Recordation & Proof & Notification.** Within 30 days after the date of the USEPA's approval of this Environmental Covenant, the Grantee/Holder shall file this Environmental Covenant with the Recorder of Deeds of Lehigh County, and send a file-stamped copy of this Environmental Covenant to the USEPA within 60 days of recordation. Within that time period, the Grantee/Holder also shall send a file-stamped copy to the Grantor.

17. **Enforcement.** The Grantor, its successors and assigns expressly acknowledge that the terms of this instrument are enforceable by the Grantee/Holder and their respective successors and assigns and/or by the USEPA, USDOJ, or any other federal agency of the US government with the requisite enforcement power, or any state agency directed thereby against the Grantor, or its successors in title or any person who is in any way responsible for a



violation of its terms. The Grantee/Holder, its respective successors and assigns and/or the USEPA, USDOJ, or any other federal agency of the US government with the requisite enforcement power, or any state agency directed thereby may seek all available remedies for a violation of this instrument, including, without limitation, injunctive relief.

**[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]**

IN WITNESS WHEREOF, the parties hereto have executed this instrument.

NOVAK SANITARY LANDFILL INC.

Date: 10/13/10

~~\_\_\_\_\_~~  
By: Hilda Novak  
Title: President

NOVAK SITE RD/RA PRP GROUP

Date: 3/1/11

By: Charles E. Telford  
Name: Charles E. Telford  
Title: Chairperson / Novak RD/RA  
Guy

APPROVED:

United States of America on behalf of the  
Administrator of the Department of  
Environmental Protection Agency

Date: 6/15/11

By: [Signature]  
Name: ROBERT J. BOSWELL  
Title: DIRECTOR, NSCD, EPA-R3

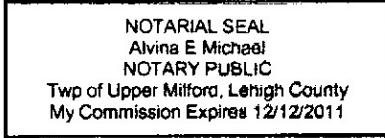
COMMONWEALTH OF PENNSYLVANIA :  
 : SS  
COUNTY OF Lehigh :

On this, the 13 day of October, 2010 before me a Notary Public, the undersigned officer, personally appeared Hilda Novak, who acknowledged himself/herself to be the President of Novak Sanitary Landfill Inc., a Pennsylvania corporation, and that he/she as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself/herself as such officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Alvina E. Michael [SEAL]  
Notary Public

My Commission Expires:  
Dec. 12, 2011



STATE OF NEW YORK :  
 : SS  
COUNTY OF ERIE :

On this, the 2nd day of March, 2011, before me a Notary Public, the undersigned officer, personally appeared CHARLES E. TELFORD, who acknowledged himself to be the Chairperson of Novak Site RD/RA PRP Group, a Pennsylvania unincorporated association, and that he as such Chairperson, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the unincorporated association by himself as such Chairperson.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

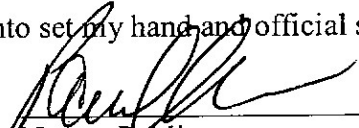
*Diane C. Burger* [SEAL]

My Commission Expires:  
~~DIANE C. BURGER~~  
Notary Public, State of New York  
Qualified in Erie County  
My Commission Expires 12/31/20 13  
\_\_\_\_\_, 20\_\_\_\_

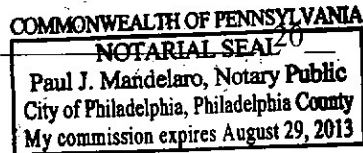
COMMONWEALTH OF PENNSYLVANIA :  
COUNTY OF PHILADELPHIA : SS

On this, the 16 day of JUNE, 2010 before me a Notary Public, the undersigned officer, personally appeared Ronald Borsellino, who acknowledged himself/herself to be the Director, HSCO, EPA, E3 of the United States Department of Environmental Protection Agency, and that he/she as such Director, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the Agency by himself/herself as such Director.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

 [SEAL]  
Notary Public

My Commission Expires:



- Attachments: Schedule A- List of Members of The Novak Site RD/RA PRP Group, an unincorporated association  
Exhibit A – Legal Description of Parcel A  
Exhibit A-1 – Map showing Parcel B  
Exhibit B – Figure Illustrating Property Boundary, Limits of the ERA Perimeter Fence and Landfill Cap Area  
Exhibit C – Figure Illustrating Access Easement and Perimeter Fence Easement

ANDREA E. NAUGLE  
LEHIGH COUNTY CLERK OF JUDICIAL RECORDS



Recorder of Deeds Division  
Deborah A. Casciotti, Chief Deputy  
Lehigh County Courthouse  
455 W. Hamilton Street - Room 122  
Allentown, PA 18101-1614  
(610) 782-3162

\*RETURN DOCUMENT TO:  
SECURITY SEARCH & ABSTRACT CO INC  
453 LINDEN STREET  
ALLENTOWN, PA 18101

**Instrument Number - 2011023090**

Recorded On 7/28/2011 At 2:03:05 PM

\* Instrument Type - MISCELLANEOUS

Invoice Number - 96867 User ID: LSA

\* Grantor - NOVAK SANITARY LANDFILL INC

\* Grantee - NOVAK SITE RD/RA PRP GROUP

\* Customer - SECURITY SEARCH & ABSTRACT CO INC

\***Total Pages - 26**

\* FEES

STATE WRIT TAX	\$0.50
RECORDING FEES	\$55.00
COUNTY ARCHIVES FEE	\$2.00
ROD ARCHIVES FEE	\$3.00
UPI CERTIFICATION FEES	\$10.00
TOTAL PAID	\$70.50

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



*Andrea E. Naugle*  
Andrea E. Naugle  
Clerk of Judicial Records  
Recorder of Deeds Division

LCGIS Registry UPI Certification  
On July 28, 2011 By LY

THIS IS A CERTIFICATION PAGE

**Do Not Detach**

THIS PAGE IS NOW PART OF THIS LEGAL DOCUMENT

\* - Information denoted by an asterisk may change during the verification process and may not be reflected on this page.

INSTRUMENT NUMBER - 2011023090

