

Environmental Covenant

When recorded, return to: John "Casey" Wells  
Erie County Convention Center Authority  
809 French Street, Erie, PA 16501

The Property consists of three (3) parcels, which have Erie County Tax Parcel Index Nos. (17)4048-100, (17)4048-101.01 and (17)4048-300.01, respectively.

**GRANTOR:** Erie County Convention Center Authority  
**PROPERTY ADDRESS:** 218 West Bayfront Parkway, Erie, PA 16501

**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 is located in the City of Erie, Erie County, Pennsylvania.

The postal street address of the Property is: 218 West Bayfront Parkway, Erie, PA 16501. The latitude and longitude of the center of the Property affected by this Environmental Covenant is: Lat. 42deg. 08' 3.84" Long. 80 deg 05' 39.12".

The Property has been known by the following name(s): Former GAF Materials Corporation Site. The DEP Primary Facility ID# is.625516

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. **Property Owner / GRANTOR / GRANTEE.** The Erie County Convention Center Authority (ECCCA) is the owner of the Property and the GRANTOR and GRANTEE of this Environmental Covenant.

3. **The mailing address of the owner is:** Erie County Convention Center Authority, 809 French Street, Erie, PA 16501.

4. **Description of Contamination & Remedy.**  
The Property was used for the manufacture of asphaltic roofing materials (e.g., tar paper and shingles) from the early 20<sup>th</sup> century until 2007 when manufacturing operations

stopped. The most recent operator was GAF Materials Corp. who demolished the manufacturing buildings in 2010. Environmental site characterization activities were completed between 2007 and 2010. The Erie County Convention Center Authority took ownership of the Property and submitted an NIR to attain the Site Specific Standard to PADEP in 2010.

A Remedial Investigation Report was submitted in 2011 that identified shingles and tar like material in soil and as a non-aqueous phase liquid (NAPL) in the groundwater. In addition, tar at the surface was present along the shoreline with Presque Isle Bay and a drainage ditch that discharged storm water to the Bay. A risk assessment was submitted to PADEP in 2012 that identified specific constituents within the tar and evaluated risk based on a residential land use. The Cleanup Plan was submitted in 2012 and approved in 2013. That Plan was implemented in 2013 and 2014 and remediation included the following: construction of a slurry wall to contain NAPL on-site; construction of a steel sheet pile sea wall and piping of the storm water drainage ditch to keep tar and roofing materials from the Bay and covering the Site with clean soils or hard surfaces to eliminate the direct contact exposure pathway. The Act 2 Final Report demonstrating attainment with the Act 2 Site Specific Remediation Standard for residential land use was submitted to PADEP in July 2014 and PADEP approved the Act 2 Final Report via their October 9, 2014 letter to the Erie County Convention Center Authority.

5. **Activity & Use Limitations.** 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:

- The groundwater beneath the Property shall not be used for any purpose;
- Subsurface structures, such as basements, shall not be constructed on the Property;
- New enclosed structures shall be constructed with vapor mitigation measures as indicated in the Post Remediation Care Plan presented in the Act 2 Final Report;
- The cover system shall be maintained as described in the Post Remediation Care Plan presented in the Act 2 Final Report, and;
- Modifications to the NAPL cut off wall, sea wall or ditch piping must not affect their functionality as components of the Site remediation.

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.** Starting in the first month following recordation of the Environmental Covenant and biennially after that for two subsequent events, or after written request by the Department following the Departments approval of this Environmental Covenant, the then current owner of the Property shall submit, to the Department, written documentation presenting the results of compliance monitoring

described in the Act 2 Final Report. The Report shall also state whether there has been compliance with the activity and use limitations in this Environmental Covenant.

In addition, within 1 month after any of the following events, the then current owner of the Property shall submit, to the Department, written documentation of:

- Observed presence of NAPL in monitoring well MW-12 (or replacement);
- Noncompliance with the activity and use limitations in this Environmental Covenant;
- Transfer of the Property;
- Changes in use of the Property;
- 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 Erie County Convention Center Authority 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 Erie County Convention Center Authority also shall send a file-stamped copy to each of the following: the City of Erie and Erie County; any Holder identified in this Environmental Covenant listed in Paragraph 3.

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.

(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:

Anita Stainbrook  
Northwest Regional Environmental Cleanup Manager PADEP  
230 Chestnut St.  
Meadville, PA 16335

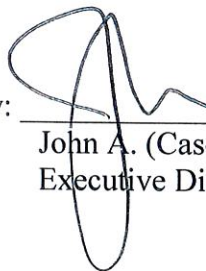
12. **Severability.** The paragraphs of this Environmental Covenant shall be severable and should any part hereof be declared invalid or unenforceable, the remainder shall continue in full force and effect between the parties.

ACKNOWLEDGMENTS by Owner(s) and any Holder(s), in the following form:

Erie County Convention Center Authority , Grantor

Date:

By:



John A. (Casey) Wells  
Executive Director

APPROVED, by Commonwealth of Pennsylvania,  
Department of Environmental Protection

Date:

1-30-15

By:



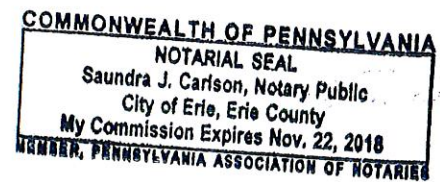
Anita M. Stainbrook  
Regional Manager  
Environmental Cleanup and Brownfield Program

COMMONWEALTH OF PENNSYLVANIA )  
 )  
COUNTY OF ERIE ) SS:

On this 22<sup>nd</sup> day of January, 2015, before me, the undersigned officer, personally appeared John A. (Casey) Wells, Executive Director of the 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

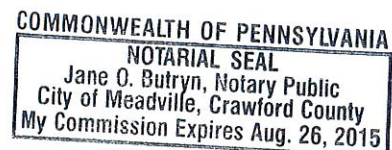


COMMONWEALTH OF PENNSYLVANIA )  
 )  
COUNTY OF CRAWFORD ) SS:

On this 30<sup>th</sup> day of January, 2015, before me, the undersigned officer, personally appeared Anita M. Stainbrook, who acknowledged himself/herself to be the Regional Manager, Environmental Cleanup and Brownfield Program of the Commonwealth of Pennsylvania, Department of Environmental Protection, Northwest 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







Beginning at the intersection of the Easterly right of way line of said Myrtle Street with the Northerly right of way line of the Bayfront Parkway (right of way width varies); thence South 64° 12' 52" West along said Northerly right of way line a distance of 55.73 feet to an intersection with a curve to the left having a radius of 100.00 feet and a central angle of 41° 02' 55"; thence Northeasterly along the arc of said curve an arc distance of 71.64 feet (said curve also having a chord bearing and distance of North 17° 52' 44" East 70.12 feet); thence North 02° 38' 43" West a distance of 16.95 feet to an intersection with said Easterly right of way line of Myrtle Street; thence North 10° 56' 55" West a distance of 216.52 feet to the beginning of a curve to the right having a radius of 255.00 feet and a central angle of 34° 32' 08"; thence Northeasterly along the arc of said curve an arc distance of 153.70 feet to an intersection with the East line of said Erie County Index No. (17)4048-101 (said curve also having a chord bearing and a distance of North 19° 00' 56" East 151.39 feet); thence South 26° 21' 15" East along said East line a distance of 238.20 feet to an intersection with the North line of the CSX property [Erie County Index (17)4048-102]; thence South 37° 19' 24" West along said North line a distance of 184.37 feet to an intersection with the aforementioned Easterly right of way line of Myrtle Street; thence South 26° 21' 15" East along said Easterly right of way line a distance of 61.45 feet to the point of beginning.

Together with a right of way over that section of Myrtle Street to the North of Bayfront Parkway which is granted to allow the grantee to use the above-mention parcel for the purposes contemplated by that Agreement among Erie County Convention Center Authority, City of Erie, Erie-Western Pennsylvania Port Authority, Erie City Water Authority, Building Materials Corporation of America and Building Materials Manufacturing Corporation, dated May 5, 2005, as evidenced of record by Memorandum of Agreement dated May 5, 2005 and recorded in Record Book Volume 1232, page 51, said right of way being granted in deed from City of Erie to Building Materials Corporation of America, dated August 11, 2005 and recorded in Record Book Volume 1262, page 1976.

Second Parcel being designated as Tax Parcel Index No. (17)4048-101.01 in the Tax Assessment Office of Erie County, Pennsylvania.

Second Parcel being the same property which was conveyed by the following:

- a. Quitclaim Deed from City of Erie to Building Materials Corporation of America, dated August 11, 2005 and recorded in Record Book Volume 1262, page 1976.
- b. Deed from Erie County Convention Center Authority to Building Materials Corporation of America, dated December 5, 2005 and recorded in Record Book Volume 1385, page 178.
- c. Confirmatory Release and Quitclaim Deed from Erie County Convention Center Authority, City of Erie, Erie-Western Pennsylvania Port Authority and Erie City Water Authority to Building Materials Manufacturing Corporation, dated December 5, 2005 and recorded in Record Book Volume 1385, page 199.

### THIRD PARCEL

All that certain lot or piece of ground situate in the Fourth Ward of the City of Erie, County of Erie and Commonwealth of Pennsylvania; more particularly described as follows:

Beginning at a point in the North line of water lots 105 through 111 (said North line lies 1712.58 feet Northerly of and parallel with the center line of Second Street) which point lies 139.09 feet Westerly of the Northeast corner of water lot 101; thence South 63° 40' 45" West along said North line of water lots 105 through 111 a distance of 223.79 feet to an intersection with the approximate water's edge of Presque Isle Bay; thence North 25° 57' 02" East along said approximate water's edge of Presque Isle Bay a distance of 98.79 feet; thence North 10° 06' 45" East continuing along said approximate water's edge of Presque Isle Bay a distance of 114.09 feet to an intersection with the approximate Westerly water's edge of an existing creek; thence Easterly and Southeasterly along said approximate Westerly water's edge for the following five courses: (1) North 70° 08' 12" East a distance of 14.68 feet; (2) thence South 53° 30' 37" East a distance of 40.54 feet; (3) thence South 35° 05' 09" East a distance of 28.20 feet; (4) thence South 40° 44' 07" East a distance of 59.80 feet; (5) thence South 68° 01' 36" East a distance of 38.49 feet to the point of beginning.

Third Parcel being designated as Tax Parcel Index No. (17)4048-300.01 in the Tax Assessment Office of Erie County, Pennsylvania.

Third Parcel being the same property which was conveyed by the following:

- a. Deed from Erie County Convention Center Authority to Building Materials Corporation of America, dated December 5, 2005 and recorded in Record Book Volume 1385, page 186.
- b. Confirmatory Release and Quitclaim Deed from Erie County Convention Center Authority, City of Erie, Erie-Western Pennsylvania Port Authority and Erie City Water Authority to Building Materials Manufacturing Corporation, dated December 5, 2005 and recorded in Record Book Volume 1385, page 199.

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