

Pa. Model Environmental Covenant

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

The latitude and longitude of the center of the Property affected by this Environmental Covenant is: _____.

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

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

3. **Holder(s)** [if any other than Owner] / **GRANTEE.** The following is/are a “holder,” as that term is defined in 27 Pa. C.S. § 6501, of this Environmental Covenant: _____ (name & address information).

4. **Description of Contamination & Remedy.** [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.** The Property is subject to the following activity and use limitations, which the Owner and each subsequent owner of the Property 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.** By the end of [insert interval for reporting determined to be necessary by the Department; e.g., “every January following the effective date of this Environmental Covenant” or “every third January following the effective date of this Environmental Covenant”], the Owner and each subsequent owner 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. The Owner and each subsequent owner shall submit, to the Department and any Holder listed in Paragraph 3, written documentation following transfer of the property, concerning proposed changes in use of the property, filing of applications for building permits for the property or proposals for any site work affecting 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 access of the Property in connection with implementation or enforcement of this Environmental Covenant.

9. **Recordation & Proof & Notification.** Within 30 days after the date of the Department’s approval, the Owner(s) 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 Owner(s) 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).

10. **Termination or Modification.** This environmental covenant may only be terminated or modified in accordance with Section 9 of UECA, 27 Pa. C.S. § 6509, including as follows: [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 which must occur for the covenant to be terminated, and also indicate that the Department must approve, in writing, of the termination.]

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.]

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

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

[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