

Kney



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DATE: MAY 5TH, 2010

PREPARED FOR: KNEY ENGINEERING

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EASTON IRON METAL AND REALTY SITE ASSESSMENT

PHASE I ENVIRONMENTAL SITE ASSESSMENT



EXECUTIVE SUMMARY

This Phase I Environmental Site Assessment (ESA) was completed at the request of Kney Engineering and the environmental status is specific to the time it was performed. In keeping with the ASTM standards, we have conducted this report to the best of our abilities, and it is our recommendation as environmental professionals that a Phase II Environmental Site assessment be performed. Although no recognized environmental conditions were found during our records review, we believe the nature and condition of the site warrant the Phase II ESA. Additionally we recommend that more research be done into the management practices of Easton Iron Metal and Realty to determine if possible concerns stated above are likely.

We recommend that testing be conducted for Polychlorinated biphenyl (PCB). Furthermore we suggest the multiple wells be drilled to test for petroleum products in the soil. Additionally any concerns that arise from looking into of Easton Iron Metal Realty's management practices should be tested if appropriate.

NOTE AND DISCLAIMER

The Phase I Environmental Site Assessment (ESA) that follows was completed by the request of Kney Engineering and the environmental status is specific to the time it was performed. The findings are based on information obtained between February 22nd and April 23rd through a search of pertinent public and private records in accordance with ASTM Practice E 1527 05, in addition to visual inspections conducted on March 11th, 2010 and April 3rd, 2010.

In completing this Phase I ESA no physical sampling, testing, or analysis was performed, resulting in all possible contaminants and other conclusions being speculative. Thus no definitive conclusions have been made and no environmental contamination or liability can be obtained from this report. Additionally Green Monster Inc. takes no responsibility for the potential errors in our sources of information nor information that was not reasonable ascertainable. Furthermore we take no responsibility for information that was not reasonably obtainable from a visual inspection of the site.

We have performed a *Phase I Environmental Site Assessment* in conformance with the scope and limitations of ASTM Practice E 1527 of Easton Iron and Metal Reality, 1164 1111-13 Bushkill Drive, Easton, PA, 18042 the *property*. Any exceptions to, or deletions from, this practice are described in Section 10 of this report. This assessment has revealed no evidence of recognized environmental conditions in connection with the property except for the possibility of the existence of Polychlorinated biphenyl (PCB) and petroleum products.

This standard can be used to partially satisfy the requirements for the “innocent landowner defense” in that it constitutes “all appropriate inquiry into previous ownership and uses of the property consistent with good commercial or customary practice” as defined by CERCLA, 42 U.S.C §9601 (35)(B).

Green Monster Inc. is not involved in environmental assessment for the purpose of advertizing or promotion of our client’s business interest, and thus this report may not be used for these purposes nor may the name Green Monster Inc. be used in publicity matters.

Kney Engineering is the sole proprietor of the information in this report. Beyond authorized representatives of Kney Engineering information may not be disclosed to others without the direct written consent of Kney Engineering.

EASTON IRON AND METAL REALITY PROPERTY ASSESSMENT

PHASE 1 ENVIRONMENTAL SITE ASSESSMENT FOR KNEY ENGINEERING

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TABLE OF CONTENTS

1. Introduction	1
1.1 Purpose.....	2
1.2 Detailed Scope-of-Services.....	2
1.3 Significant Assumptions.....	2
1.4 Limitations and Expectations.....	2
1.5 Special Terms and Conditions.....	3
1.6 User Reliance.....	3
2. Site Description	3
2.1 Location and Legal Description	3
2.2 Site Vicinity General Characteristics.....	4
2.3 Current Use of Property	5
2.4 Descriptions of Infrastructure on Site.....	5
2.5 Current Uses of Adjoining properties.....	7
3. User Provided Information	7
3.1 Title Records.....	7
3.2 Environmental Liens or Activity and Use Limitations.....	7
3.3 Specialized Knowledge	7
3.4 Commonly Known or Reasonably Ascertainable Information.....	8
3.5 Valuation Reduction for Environmental Issues.....	8
3.6 Owner, Property Manager, and Occupant Information.....	8
3.7 Reason for Performing <i>Phase I</i>	8
4. Records Review	9
4.1 Standard Environmental Record Source.....	9
4.2 Additional Environmental Record Sources.....	10
4.3 Physical Setting Sources.....	10
4.4 Historical Use Information on the Property.....	11
4.5 Historical Use Information on Adjoining Properties.....	15
5. Site Reconnaissance	15
5.1 Methodology and Limiting Conditions.....	15
5.2 General Site Setting.....	17
5.3 Exterior Observations.....	18
5.4 Interior Observations.....	21
6. Interviews	21
6.1 Interview with Owner.....	21
6.2 Interview with Site Manager.....	21
6.3 Interview with Occupants.....	21
6.4 Interviews with Local Government Officials.....	22
6.5 Interview with Others.....	22
7. Findings	22
8. Opinions	23
9. Conclusions	23
10. Deviations	24
11. Additional Services	24
12. References	24
13. Signatures of Environmental Professional	25
13. Qualifications of Environmental Professional	25

1. Introduction

1.1 Purpose

A Phase I Environmental Site Assessment is conducted to provide the prospective buyers freedom from liability of any environmental impacts that may be caused by any actions of previous owners. The American Society of Testing and Materials (ASTM) has defined the purpose of a Phase I site assessment as,

Intended to permit a user to satisfy one of the requirements to qualify for the innocent landowner, contiguous property owner, or bona fide prospective purchaser limitations on the CERCLA liability: that is, the practice that constitutes all appropriate inquiry into the previous ownership and uses of the property consistent with the good commercial or customary practice. (ASTM 1527 – 05)

Site assessments are conducted by environmental professionals who “meet the education, training and experience requirements as set forth in 40 CFR 312.10.” The Phase I Site Assessment encompasses the collection of historical data and an on-site inspection for “recognized environmental conditions.” At the end of the Phase I site assessment, the environmental professional assess the necessity for further testing.

1.2 Detailed Scope-of-Services

We have agreed to provide a complete Phase I Environmental Site Assessment in accordance with the American Society for Testing and Materials (ASTM) Practice E 1527 05 standards. The report includes a site map showing the topography and potential environmental concerns (shown in Appendix C.1) of the Easton Iron and Metal Realty property along with a site maps showing the soils, hydrology, flood plain and surrounding properties which can be seen in Appendices A.3, A.4 and A.5. In addition to the maps of the sub-surface composition aerial photos are provided in Appendix B.3. A preliminary analysis, description, and location (if available) of contaminants on site and any contamination from surrounding properties that could impact the site will be described. Based on our findings we will provide our decision regarding a Phase II ESA and our rationale for or against it as well as our budget summary. This information will be presented in the format dictated by ASTM Practice E 1527-05.

1.3 Significant Assumptions

In our investigation we have interviewed a town council member and professional civil engineer as well as a resident, and when we had no reason to doubt their credibility, we took their information as valid. Based on topography and water table information we assumed contaminants could have traveled from any upstream site. Furthermore all of the documents received during the study are assumed to be genuine and completed honestly.

1.4 Limitations and Exceptions

Due to the nature of the Phase I Site Assessment, our study is limited to the documents collected and information obtained through interviews and visual reconnaissance. Furthermore, due to restrictions on the property, our visual reconnaissance was not done on a

walk through, but from an elevated view point adjacent to the site. Additionally there was a data gap in our chain of deeds despite our best practice following the ASTM Practice E 1527 05 standards.

1.5 Special Terms and Conditions

The site assessment preformed by Green Monster Consulting was done as a “blind” assessment, meaning that it was conducted unbeknown to the owners and workers of Easton Iron and Metal Realty. Therefore Green Monster Consulting had limited access to the site and was not permitted to enter any building during the investigation.

1.6 User Reliance

The general public, Kney Engineering or any court of law can rely on the contents of this Phase I report to providing legal protection regarding all appropriates inquires into current and past usage.

2. Site Description

2.1 Location and Legal Description

The site is comprised of three properties located at street addresses 1113, 1164 and 1112 Bushkill Drive, Easton, PA 18042, which corresponds with lots L9NE1 17 10 0310, L9NE1 23 1 0310, and L9NE1 23 3 0310, and will be referred to as site 1, 2 and 3 respectively. The site is shown in relation to its local context below in figure 1. Additional Maps are available in Appendix A.1 and a more in-depth site description is presented in section **5.2 General Site Setting**.

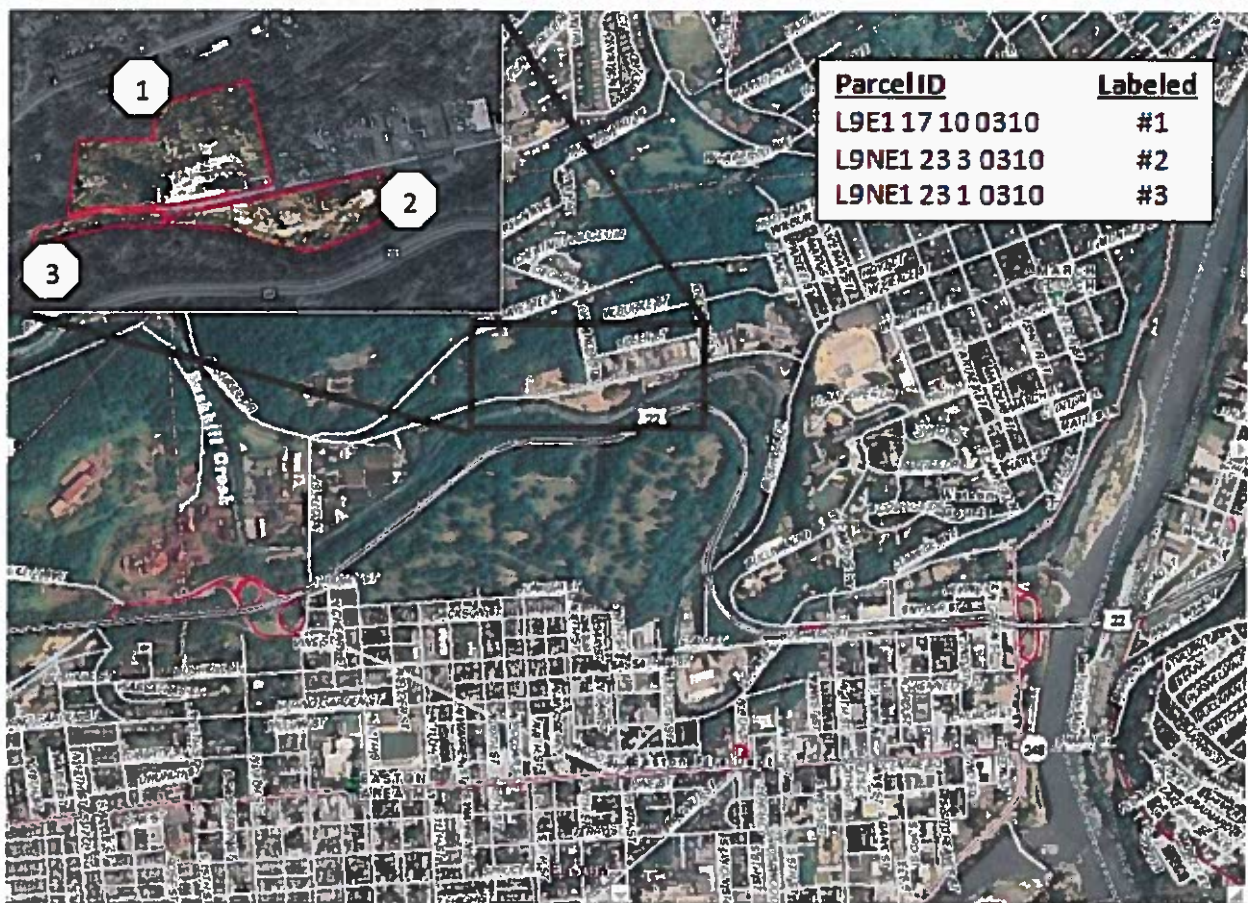


Figure 1- Easton Iron Metal and Realty in Relation to Study Area. The site is comprised of three properties which are denoted as 1, 2, and 3.

2.2 Site Vicinity General Characteristics

The area within the approximate minimum search distance encompasses the Easton Iron Metal and Realty site, along with many other businesses, including a gas station, and residential areas. Under the regulations stated section 8.1.2.1 of the ASTM 1527 5 we adjusted the minimum search distance. We reduced our search distance on the grounds of statute (2), “the distance that the *hazardous substances* or *petroleum products* are likely to migrate based on local geologic or hydrologic conditions”. The topographic and sub-surface composition maps provided in Appendices A.2 and A.4 show that it is unlikely that any

substance of the potentially hazardous sites would migrate to the Easton Iron Metal and Realty site. A map of the final appropriate search distance is available in Appendix A.7.

The site within our scope of investigation includes residential and forested areas. The soils are classified as type WhF (WhF Washington very rocky silt loam, 25 to 75 percent slopes) and Us (Urban land, occasionally flooded).

2.3 Current Use of Property

The Easton Iron Metal and Realty site is currently active. The site takes in all type of metals (both ferrous and non-ferrous) from large industrial companies, personal contractors, and the general public. From visual inspection, the company groups the scrap metal by type in to large piles using hydraulic equipment.

2.4 Descriptions of Structures, Roads, Other Improvements on the Site

The site has no paved roads except for a driveway that cuts through the property and leads to a private residence. A network of dirt pathways have been formed in-between scrap piles within the active parts of the site. Additionally the property had six buildings in various conditions. A table and map summarizing the location and condition of the buildings is posted below.

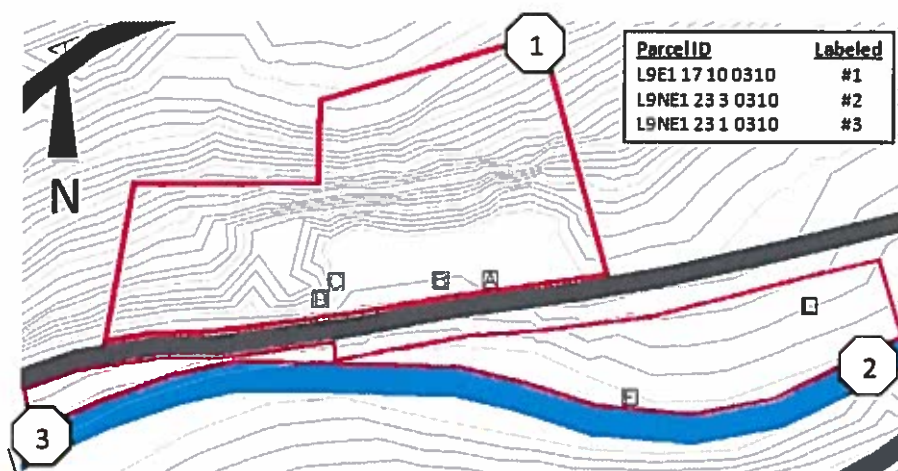








Figure 2- Building Locations

Easton Iron And Metal Realty Phase One Environmental Site Assessment

Table 1- Building Location, Condition, and Size

Building	Image	Condition	Square Feet
A. Garage		Good	4100 ft ²
B. Tailor/Main Office		Good	1350 ft ²
C. Main building -likely for operations		Fair	4850 ft ²
D. Garage -Likely storage		Fair	4850 ft ²
E. Unknown, Open Building -possible machinery storage		Run-down Pieces of wall cladding missing	4330 ft ²
F. Unknown		Fair	600 ft ²

In addition to the buildings described above, we found the foundation of the former Easton Lime Company Building.

2.5 Current Uses of Adjoining properties

Abutting the east side of property #2 is Deiter Bros Heating and Cooling who have marked above ground storage tanks containing oil on the property. These storage tanks are registered with the Pennsylvania DEP and are recorded in Appendix B.9. To the north east of the property is Chris's Body Shop and Sales, which appears to be an operating motor vehicle body shop. To the east of Chris's Body Shop and Sales is Pacific Pride Commercial Fueling. Because this fueling station provides ULS Dsl #2, Unl, Unl P fuels, it can be reasonably inferred that they have underground storage tanks (USTs) for these fuels. As previously discussed in section 3.1, the potentially hazardous substances and petroleum products are not of concern to our property because of their topographic and sub-surface relation to our site. The only sites that are in a location where substances would likely migrate are residential, and to the best of our knowledge, have no recognized environmental conditions.

3. User Provided Information

3.1 Title Records

We were unable to obtain title records from the owner.

3.2 Environmental Liens or Activity and Use Limitations

To the best of our knowledge there are no Activity and Use Limitations or Environmental Liens on the property.

3.3 Specialized Knowledge

We did not seek, nor did the user provide us with any specialized knowledge concerning the environmental status of the site.

3.4 Commonly Known or Reasonably Ascertainable Information

From Easton Iron Metal and Realty's website (www.eastonmetal.com) it is known that the company accepts all types of metal waste, and have been taking scrap on site for over 64 years.

3.5 Valuation Reduction for Environmental Issues

We did not seek, nor did the user provide any information pertaining to valuation reduction for environmental issues.

3.6 Owner, Property Manager, and Occupant Information

The owner of Easton Iron Metal and Realty, Jack Stein, was not aware of the Phase I Environmental Site Assessment being completed on his site. Therefore, Green Monster Engineering did not obtain information from the occupants of the site (including the owner, and property manager).

3.7 Reason for Performing *Phase I*

If Kney Engineering were to purchase the property, State and federal law would make him responsible for all contaminants on the site; therefore it would be in the self-interest of Kney Engineering to ensure that the property is free of contamination. This standard can be used to partially satisfy the requirements for the "innocent landowner defense" and "all appropriate inquiry into previous ownership and uses of the property consistent with good commercial or customary practice" as defined by CERCLA, 42 U.S.C §9601 (35)(B).

4. Records Review

4.1 Standard Environmental Record Sources

On March 1st, 2010, three letters were sent out to the Department of Environmental Protection (DEP) in Bethlehem and Wilkes-Barre as well as the Environmental Protection Agency (EPA) in Philadelphia. Through the Freedom of Information Act (FOIA) these letters requested all files regarding the Easton Iron and Metal Realty site. The letters sent to all three offices can be seen in Appendix E.2 We received calls from the DEP of Bethlehem and Wilkes-Barre; both calls were logged and can be seen in Appendix E.1 Bethlehem DEP informed us there were no air quality permits and they had no further information. Wilkes-Barre DEP called and made an appointment to collect the information and eventually a copy of the NPDES permit was mailed. Jacob Stein, the current owner, applied for a NPDES permit to discharge storm water from an industrial site in 1999. The NPDES permit allows the company to discharge storm water into the Delaware River if it meets the standards that the DEP assigned. To meet the standards the DEP sent a Discharge Monitoring Report (DMR) that must be kept on site at all times.

Upon request to the EPA's Pennsylvania office for documents relating to the Easton Metal and Realty site, two lists were returned. One list (Appendix B.7) consists of identified isolated spills in Northampton County. The second list identifies a nearby property on CERCLIS, which is 4 miles downstream of the Easton Metal and Realty site. This was later confirmed through a search on the National Priorities List (NPL) which is show in Appendix B.8. Upon review of these lists it was recognized that all spills and concerns were outside of our modified minimum search distance.

4.2 Additional Environmental Record Sources

Additional research was conducted to confirm that the site was not on the Resources Conservation and Recovery Act (RCRA) List, EPA's Brownfield List, Superfund National Pollutants List, or a site that required a water monitoring station. A search on Cleanups in My Community, which is associated with the EPA, confirmed that the three properties were not on any of these lists. In Appendix B.10 there is a map and list of all nearby sites that are on any of the previously mentioned lists.

A search on the Pennsylvania Department of Environmental Protection's Storage Tanks list was conducted to check if there was any registered storage tanks on site. The research showed that there were no registered tanks on any of the three sites. The search did show two facilities next to Easton Iron and Metal Realty that have registered tanks. In Appendix B.9 it shows the two properties and the types of tanks are on the property.

4.3 Physical Setting Sources

4.3.1 US Geological Survey 7.5 minute Topographical Map



Figure 3- Geological Survey 7.5 minute Topographical Map

4.4 Historical Use Information on the Property

4.4.1 Aerial Photos

On March 4th, 2010 we went to the Lehigh Valley Planning Commission to collect the aeriels of our site and the surrounding properties. The aeriels are from 1964, 1964, 1974, 1981, 1986, 2002, 2005, 2005, and 2006. A drastic change in the condition of the property occurred between the April 2005 and September 2005. According to interviews from Professor David Brandes and city councilman and Professor Roger Ruggles the property has recently cleaned up in the past few years. The aerial photos can be viewed in Appendix B.3.

4.4.2 Sanborn Fire Insurance Maps

Sanborn maps are a reliable source of historical building information, they show all built structures, label building materials, show dimensions of the building, use of the building, and the owner of the building. We looked through Sanborn maps with the years 1885, 1892, 1897, 1904, 1911, 1919, 1927, 1949, and 1958. The maps that are in Appendix B.4 are those of the Easton and of our site and the surrounding locations. The Sanborn maps are important to identify structures that are on the property and indentify concrete foundations. Currently there are (nine or eleven) structures on properties #1, and #2. One of the limitations to this report is the lack of information from the property owner and the full access to the properties. Sanborn maps give an idea on what was once on the properties and the possible sources of contamination or environmental hazards.

From the first map in 1885 a building was labeled as a lime kiln. Many of these maps depict a lime producing company on all three properties, but Easton Lime Company was not identified till 1897. Lime does not present a current environmental threat to the site or its

adjacent locations, but it is important to understand that the existing structures were once meant for mass production of lime rather than recycling metal. In 1897, a warehouse was on property #3 which was not visible upon site reconnaissance. It is important to note any buildings that are abandoned or demolished because they are common places for dumping hazardous waste. Furthermore it was important to know of these sites before the site recon to understand whether poor vegetated growth was caused by contamination or an old foundation.

The Sanborn maps indicate a "hoisting engine" in the back of property #1. A hydrant was identified in 1897. In 1919, a vertical steam boiler was in that location, this needed a steady source of water. Today we only saw piles of metal stacked on top of the location. If any contaminants were spilled in the area, the water supply may have been contaminated.

Additionally the Sanborn Fire Insurance Maps revealed that the Easton Oil Company was on Property #2 in 1911. Tanks are indicated next to a building that was used as the oil warehouse. Furthermore, while conducting a deed's search, an easement indicating that transformers existed next to this building before 1970 was found. In 1911, there was an abandoned concrete slab next to the oil warehouse, but was not indicated in 1919. This could be a cause for concern because there is no indication between 1904 and 1911 what the concrete slab was used for. This could be a cap for oil bi-products or a location of an unidentified underground storage tank.

In 1904 there was path between the largest building on the property and a quarry. By 1927 the building was no longer in use and was demolished before 1949. It has been replaced with the two largest buildings on property #1. The building was the main location for storage and filling lime. The building has been demolished and as stated before, it is important to consider what could have been placed there after demolition.

4.4.3 Title Search

The deed search showed the Easton Iron and Metal has been around for about sixty years and though the property had more than nine people who owned a portion of the land, it has been consistently used as a metal recycling center. Properties #2 and #3 were once owned by the railroad company. Even after the rail road company sold the land, it still had the right of way on the land when running through. Figure 4 below show the multiple easements of the properties. The last two deeds listed easements on the property that dated back to 1929.

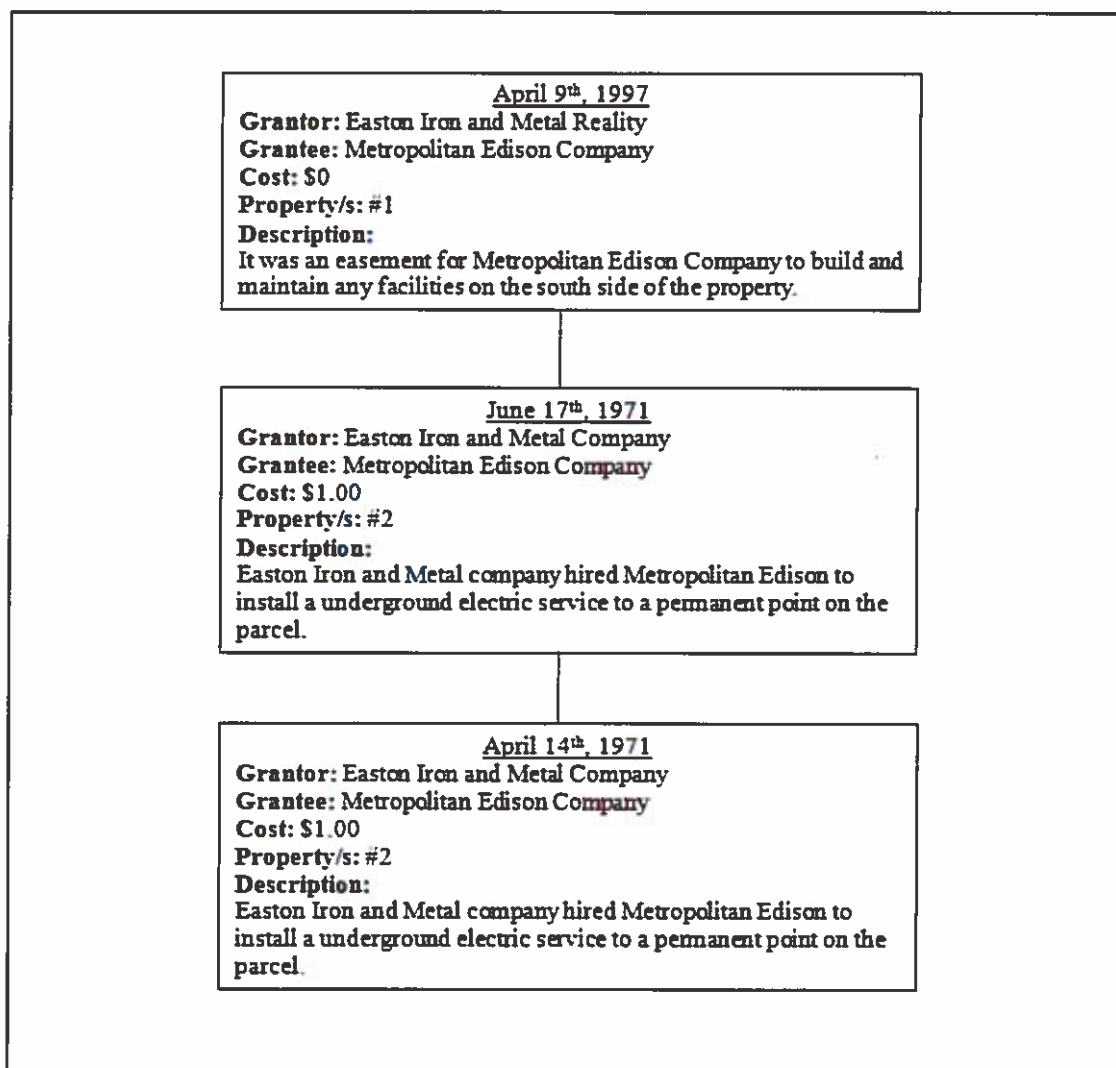


Figure 4- Chain of Easements

Easton Iron And Metal Realty Phase One Environmental Site Assessment

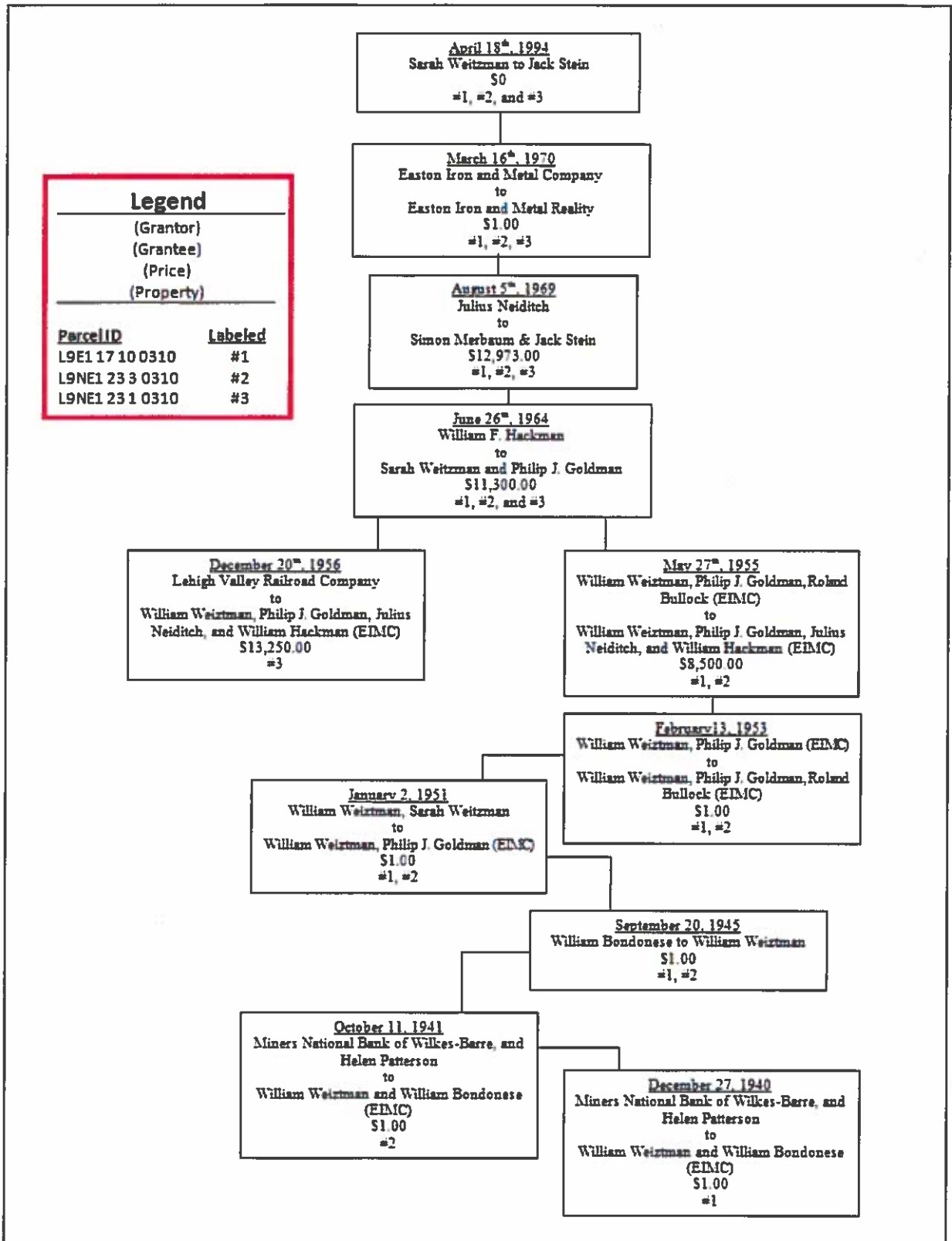


Figure 5- Chain of Deeds

4.4.4 Local Street Directories

On March 31st, 2010 we visited the Skillman Library to review recent local street directories. The ownership of the property is well documented in the deeds. The company has not changed nor has the site changed address in over sixty years. The useful information from the local street directories is the change in ownership shown between 1998 and 2003 from Jacob Stein to Jack Stein. Furthermore, the street directories confirm that the business has not changed drastically since 1959. (Street directories from 1959, 1980, 1990 are shown in Appendix B.5)

4.5 Historical Use Information on Adjoining Properties

The largest company on the Bushkill was the Rope Factory that changed names throughout the years. It was not until between 1949 and 1958 that a company other than the Rope Factory and the aforementioned companies on property #1, #2, #3 existed south of what is currently Bushkill drive. There were large factories up stream of the Easton Iron and Metal Company, but these companies have very little effect on the properties. As stated before, due to the topography, there are few properties that can be considered for outside sources of contaminants.

5. Site Reconnaissance

5.1 Methodology and Limiting Conditions

Prior to visiting the site we constructed a gridding system by superimposing an alphanumeric grid onto an aerial photograph. On the site itself we were limited by our ability to walk through the areas where scrap is stored and processed. We were able to complete a comprehensive visual reconnaissance by positioning ourselves on top of the ridge on the northern end of the site (grid positions G4, H4). This position provided a vantage point where

we could see all of property 1 and most of 2 and 3. A panoramic image from this ridge is shown below.



Figure 6- Panoramic Image of the Easton Iron Metal and Realty Site

Additionally we skirted properties 2 and 3 on the road and river side while photo documenting with a high resolution camera. To assess the site we would take a photo of a potential recognized environmental hazard and mark it's location on our gridded map. Upon our return, we transferred our notes and locations to an Autocad drawing of the site, which can be is displayed below.

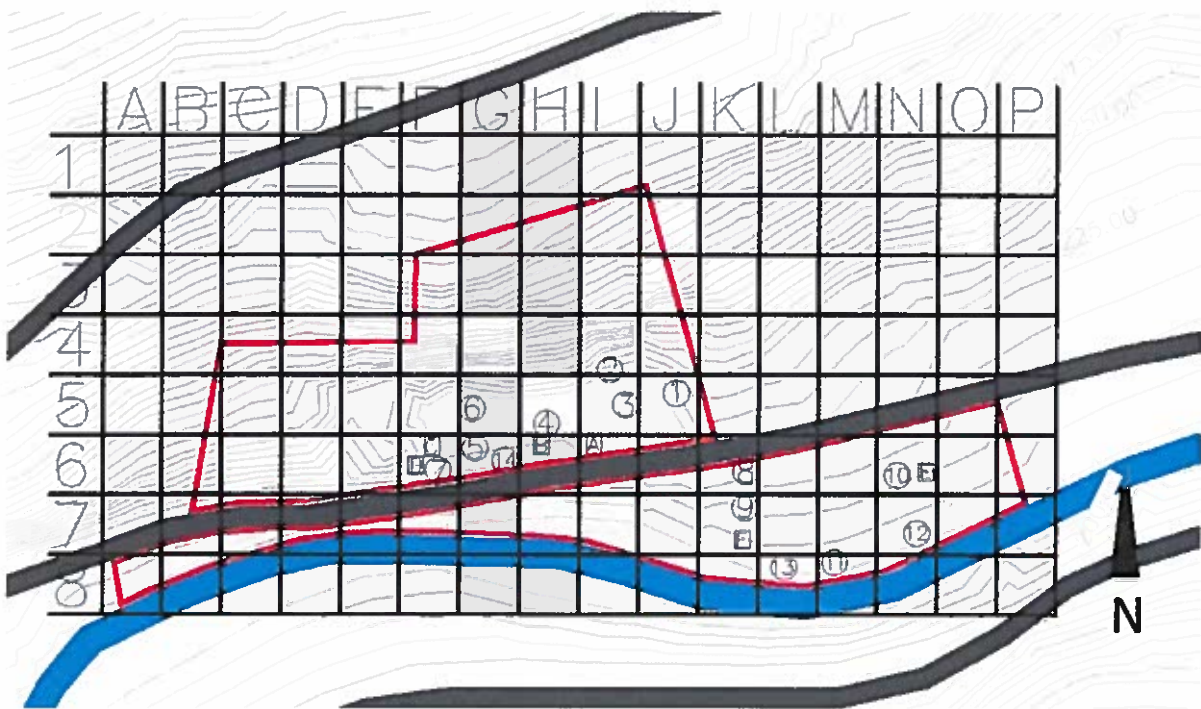


Figure 7- Visual Reconnaissance Methodology

5.2 General Site Setting

Property #1

The majority of the landscape of Property 1 is covered with deciduous trees and overgrowth vegetation. The northern end (blocks F4 to I2 in the gridded topographic map) is undeveloped and abuts residential property to the north. A very steep drop off separates this northern section from the rest of the property. The south eastern part (F6 to J5) of the property is actively in use. It is mostly covered with assorted organized piles of scrap metal, dumpsters, and cars. This area was looked at with great scrutiny and our findings can be found in section 5.3 Exterior Observations. Additionally four buildings (marked A, B, C and D in Figure 2 and Table 1) occupy the southernmost strip of property 1. The eastern part of this property is largely wooded and contains the foundation of the old Easton Lime Company Building in addition to a road which goes to a private residence.

Property #2

Property #2 is bounded by the Bushkill Creek to the south and Bushkill Drive (in addition to a large fence) to the north. The eastern side (to the East of Building E) of the property appears to be out of use and is scattered with piles of scrap and cars and covered with overgrown grasses and brush. Building E, an old "Scrap, Rags, & Paper Site", appears to be missing sections of its corrugated metal siding, and is in general disrepair. Moving west the site becomes more active with three hydraulic excavators and cleared paths for them to run on. Additionally there are many piles of scrap metal and a small building (denoted as building F in Figure 2 and Table 1). The north western area of this property has large pool standing water.

Property #3

Property 3 is a small strip of land on the site of the road. The ground is gravelly, littered, and vegetation is scarce.

5.3 Exterior Observations

Parts of properties 1 and 2 are actively used to store and organize scrap, and proved to have several areas of concern. Property 3 provided us no notable observations. Below is a list of concerns, along with a map and panoramic image showing their respective location. A larger panoramic image along expanded and detailed images of areas of concern can be found in Appendix. The specific contaminants are discussed in more depth in the Appendix F.



Figure 8– Panoramic With Marked Concerns



Figure 9–Property Map with Marked Concerns. Next page identifies numbered concerns.

Easton Iron And Metal Realty Phase One Environmental Site Assessment








Concern	Image	Contaminants
<p>1. Old Cars -Gasoline - Antifreeze -Brake Fluid - Battery -Radiator</p>		<p>- Ethylene/ Diethylene glycol - Methanol - Heptanoic Acid - Lead - Nickel Hydride - Arsine</p>
<p>2. Unidentified rubbish -Aluminum Scraps</p>		<p>-Aluminum -Chromium</p>
<p>3. H-VAC Systems</p>		<p>-Tetrafluoroethane -Trichlorofluoromethane</p>
<p>4. Unidentified drums -Oil -Gasoline -Unknown liquid/residue</p>		<p>- Cadmium - Gasoline</p>
<p>5. Dumpsters on untrained surface -draining directly into ground water</p>		
<p>6. Unidentified drums -Oil -Gasoline</p>		<p>- Cadmium - Gasoline</p>
<p>7a. Drain -draining directly into ground water</p>		

Table 2a- Marked Concerns and associated Contaminants

Easton Iron And Metal Realty Phase One Environmental Site Assessment








Concern	Image	Contaminants
7b. Oil Tank		<ul style="list-style-type: none"> -Cadmium -Oil
8. Standing water -poorly drained site		
9. Old cars -Gasoline - Antifreeze -Brake Fluid - Battery -Radiator		<ul style="list-style-type: none"> - Ethylene/ Diethylene glycol - Methanol - Heptanoic Acid - Lead - Nickel Hydride - Arsine
10. Old Transformer Location		<ul style="list-style-type: none"> -Polychlorinated biphenyl (PCB)
11. Hydraulic Equipment		<ul style="list-style-type: none"> -Polychlorinated biphenyl (PCB)
12. Unidentified Rubbish		<ul style="list-style-type: none"> -Aluminum
13. Unidentified Rubbish		<ul style="list-style-type: none"> -Aluminum

Table 2b- Marked Concerns and associated Contaminants

Additionally the site had several buildings, in conditions varying from new to totally rundown. A table and map summarizing the location and condition of the buildings can be found in **Section 2.4 Descriptions of Infrastructure**.

5.4 Interior Observations

Because the management of Easton Iron and Metal Realty was unaware of the Environmental Site Assessment, Green Monster Consulting was unable to enter any of the buildings.

6. Interviews

As formerly stated in the significant assumptions section, when we had no reason to doubt the credibility of the interviewees we took their information as valid, although we recognize that it is subject to partisanship. All information was to the best of the interviewees' knowledge, and we gathered this information to best of our ability.

6.1 Interview with Owner

Kney Engineering requested that the management of Easton Iron and Metal Realty not be made aware of the Environmental Site Assessment, accordingly Green Monster Consulting chose to not interview the owner.

6.2 Interview with Site Manager

Similarly, to keep the Environmental Site Assessment veiled, Green Monster Consulting chose to not interview the site manager.

6.3 Interview with Occupants

Per request of discretion, no occupants were interviewed.

6.4 Interview with Local Governmental Officials

City Councilman and Practicing Engineer Roger Ruggles was interviewed. He knew of people with concerns about what was being dumped on the site and how it impacts the Bushkill Creek. Additionally he noted that that the site was cleaned up significantly about 10 years ago where a significant amount of scrap and old car bodies were removed from the site. He noted that that the side abutting the stream was covered completely. The interview sheet can be found in Appendix D.1.

6.5 Interview with Others

Resident and Environmental and Civil Engineering Professor, David Brandes, noted that material slides down into the creek occasionally, but that this concern is more pertinent to aquatic life. Additionally he expressed concern that contaminants may be produced by the old cars on site. According to David Brandes the site was largely cleaned up over the past few (3 or so) years and that they removed large piles of junk. The interview sheet can be found in Appendix D.2.

7. Findings

The Phase I Environmental Site Assessment of the Easton Iron and Metal Realty site revealed poor water management and concern for recognized environmental conditions and contaminants such as petroleum products, oil, Polychlorinated biphenyl (PCB), and heavy metals. The presence of the old Easton Oil Company, scarp cars, and unmarked drums suggest the possibility of petroleum products and oil. The 1971 easement containing information about the location of transformers on property provides concern for Polychlorinated biphenyl (PCB).

Furthermore the nature of the current operations increases the likelihood that heavy metals are on site.

Asbestos
Lead
Mold

8. Opinions

Reviewing the Sanborn maps the drastic changes in the number and locations of buildings on the properties is evident. The amount of construction and demolition associated with the high turnover of buildings raises concern about poor waste management practices. Furthermore the aerial photographs reveal poor product management practices in earlier years. Aerials from the last four years show better management practices, but this provides no relief because it has only happened in the recent practice of the company. The existence of many of the potential contaminants that we have listed is dependent on the management practices of the company, which we were unable to uncover much about. The presence of Freon from the HVAC systems and contaminants for the old cars are examples of these contaminated biased on management practices. Likewise, we know little about the current condition of the buildings, but their age and location suggest the possibility of asbestos, mold, and lead paint.

9. Conclusions

In keeping with the ASTM standards, we have conducted this report to the best of our abilities, and it is our recommendation as environmental professionals that a Phase II Environmental Site assessment be preformed. Additionally we recommend that more research be done into the management practices of Easton Iron Metal and Realty to determine if possible aforementioned concerns are likely.

We recommend that testing be conducted for Polychlorinated biphenyl (PCB) at the point denoted 10 in figure 9. Furthermore we suggest that multiple wells be drilled to test for

petroleum products in the soil. Additionally any concerns that arise from looking into of Easton Iron Metal Realty's management practices should be tested.

10. Deviations

Kney Engineering requested that the management of Easton Iron and Metal Realty be unaware of the Environmental Site Assessment, therefore Green Monster Consulting chose to deviate slightly from the ASTM Phase I Environmental Site Assessment. The record review does not include any information provided by the owner nor were any interviews of anyone closely linked with the site (owner, manager, nearby residents) were conducted.

11. Additional Services

We looked into non-scope hazardous substances including radon, lead, mold, and asbestos. Although dangerous, asbestos and lead were widely used before CERCLA and RCRA and radon and mold are naturally occurring, thus too common to reasonably be within the scope of *hazardous substances* as defined by CERCLA. Appendix details to toxicity of these non-scope hazardous substances.

Furthermore, when researching the property boundaries we found a discrepancy between the boundary described in the deeds and the boundary shown on North Hampton County's website. To resolve this discrepancy, we would recommend that a surveyor be contracted.

12. References

ASTM Standards:

E 1528 Guide for Environmental Site Assessments: Transaction Screen Process

E2091 Guide for Use of Activity and Use Limitations, Including Institutional and Engineering Controls

Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (“CERCLA” or “Superfund”) and amended by Superfund Amendments and Reauthorization Act of 1986 (“SARA”) and Small Business Liability Relief and Brown Fields Revitalization Act of 2002 (“Brownfields Amendment”), 42 U.S.C. §§ 9610 *et seq.*

Northampton County Public Access Web Site. “Northampton County Property Records” < <http://www.ncpub.org/Search/GenericSearch.aspx?mode=address> > (April 14th, 2010).

Toxicology Data Network. “Hazardous Substances Data Bank (HSDB)” < <http://toxnet.nlm.nih.gov/cgi-bin/sis/htmlgen?HSDB> > (April 20th, 2010).

13. Signatures of Environmental Professionals

Robert Elliott

Jon Martin

14. Qualifications of Environmental Professionals

Our qualification can be provided upon request. Contact information is given on the cover page.

Table of Appendices

Appendix A: Site Description	27
Appendix A.1: Site Location	28
Appendix A.2: Topography Map	29
Appendix A.3: Flood Plan Map	30
Appendix A.4: Soil Map	31
Appendix A.5: Hydrology	32
Appendix A.6: Tax Map.....	33
Appendix A.7: Map of Search Radius.....	34
Appendix B: Records Review	35
Appendix B.1: Deeds	36
Appendix B.2: Easements	76
Appendix B.3: Aerial Photographs	87
Appendix B.4: Sanborn Maps	95
Appendix B.5: Street Directories	103
Appendix B.6: DEP (NPDES) Report.....	104
Appendix B.7: EPA Report.....	143
Appendix B.8: National Priorities Map.....	154
Appendix B.9: Penn DEP Storage Tank List	155
Appendix B.10: EPA Cleanups in My Community Map	156
Appendix C: Site Reconnaissance.....	157
Appendix C.1: Site Recon Notes.....	158
Appendix C.2: Pictures.....	158
Appendix D: Interview Questions/Response.....	180
Appendix D.1: General Questions.....	181
Appendix D.2: Interview with Town Councilman Roger Ruggles	183
Appendix D.3: Interview with Professor David Brandes.....	184
Appendix E: Communication Logs.....	185
Appendix E.1: Phone Logs.....	186
Appendix E.2: Letters to DEP.....	188
Appendix F: Toxicology List	190

Appendix A: Site Description

Appendix A.1: Site Location	28
Appendix A.2: Topography Map	29
Appendix A.3: Flood Plan Map	30
Appendix A.4: Soil Map	31
Appendix A.5: Tax Map	32
Appendix A.6: Map of Search Radius	33

Appendix A.1: Site Location



Figure A.1.1: Site Location, 1100 Bushkill Drive, Easton, PA 18074

Project: Easton Iron and Metal Realty

Client: Kney Engineering

Date: April 5th, 2010



Appendix C: Site Reconnaissance

Appendix C.1: Site Recon Notes	158
Appendix C.2: Photographs	160



Figure C.2.1: Old Cars (Identified as Concern 1)

Project: Easton Iron and Metal Realty

Client: Kney Engineering

Date: April 10th, 2010





Figure C.2.2: Unidentified Rubbish (Identified as Concern 2)

Project: Easton Iron and Metal Realty

Client: Kney Engineering

Date: April 10th, 2010





Figure C.2.3: H-VAC Systems (Identified as Concern 3)

Project: Easton Iron and Metal Realty

Client: Kney Engineering

Date: April 10th, 2010





Figure C.2.4: Unidentified drums (Identified as Concern 4)

Project: Easton Iron and Metal Realty

Client: Kney Engineering

Date: April 10th, 2010





Figure C.2.5: Dumpsters on Untrained (Identified as Concern 5)

Project: Easton Iron and Metal Realty

Client: Kney Engineering

Date: April 10th, 2010





Figure C.2.6: Unidentified Drums (Identified as Concern 6)

Project: Easton Iron and Metal Realty

Client: Kney Engineering

Date: April 10th, 2010



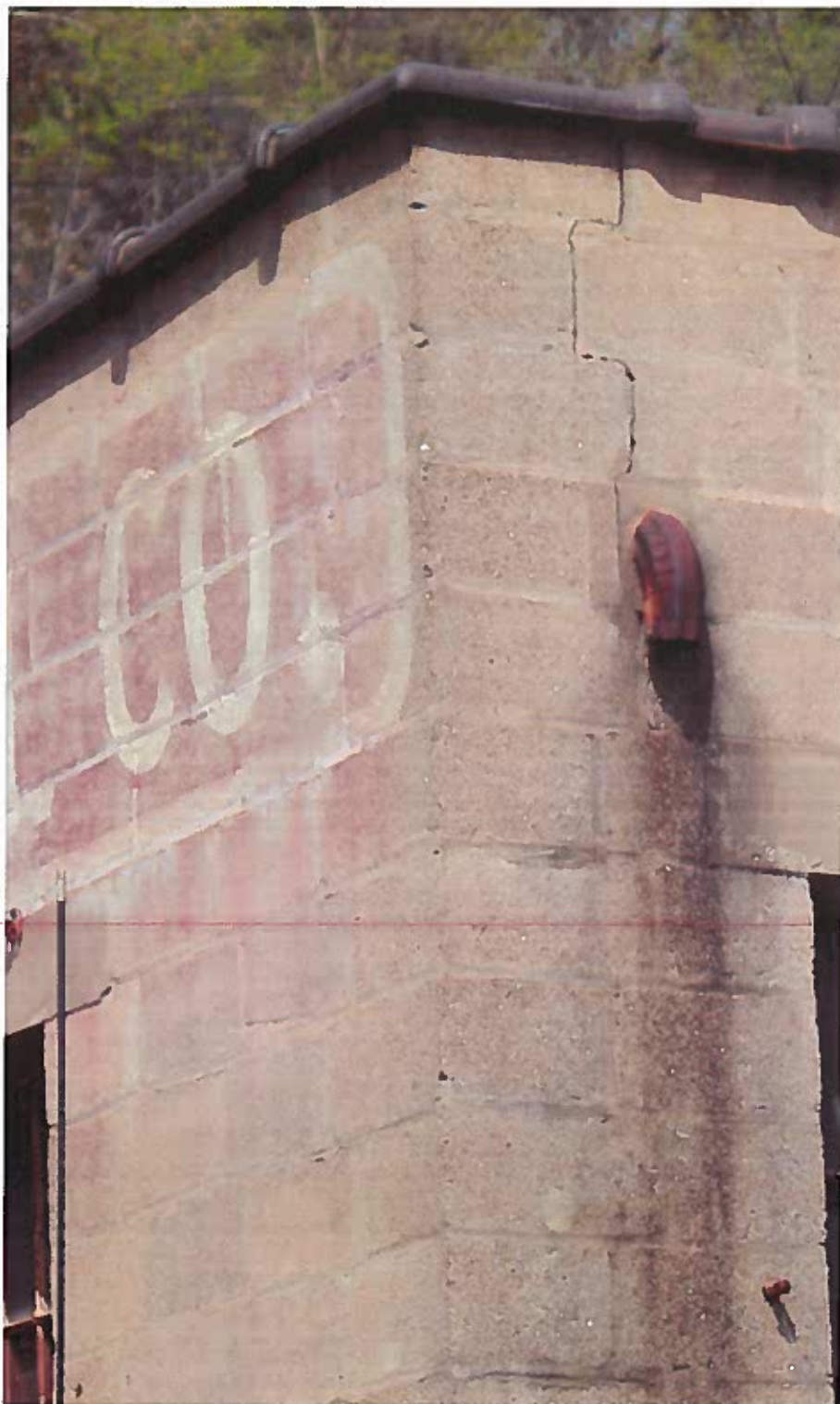


Figure C.2.7: Drain (Identified as Concern 7a)

Project: Easton Iron and Metal Realty

Client: Kney Engineering

Date: April 10th, 2010



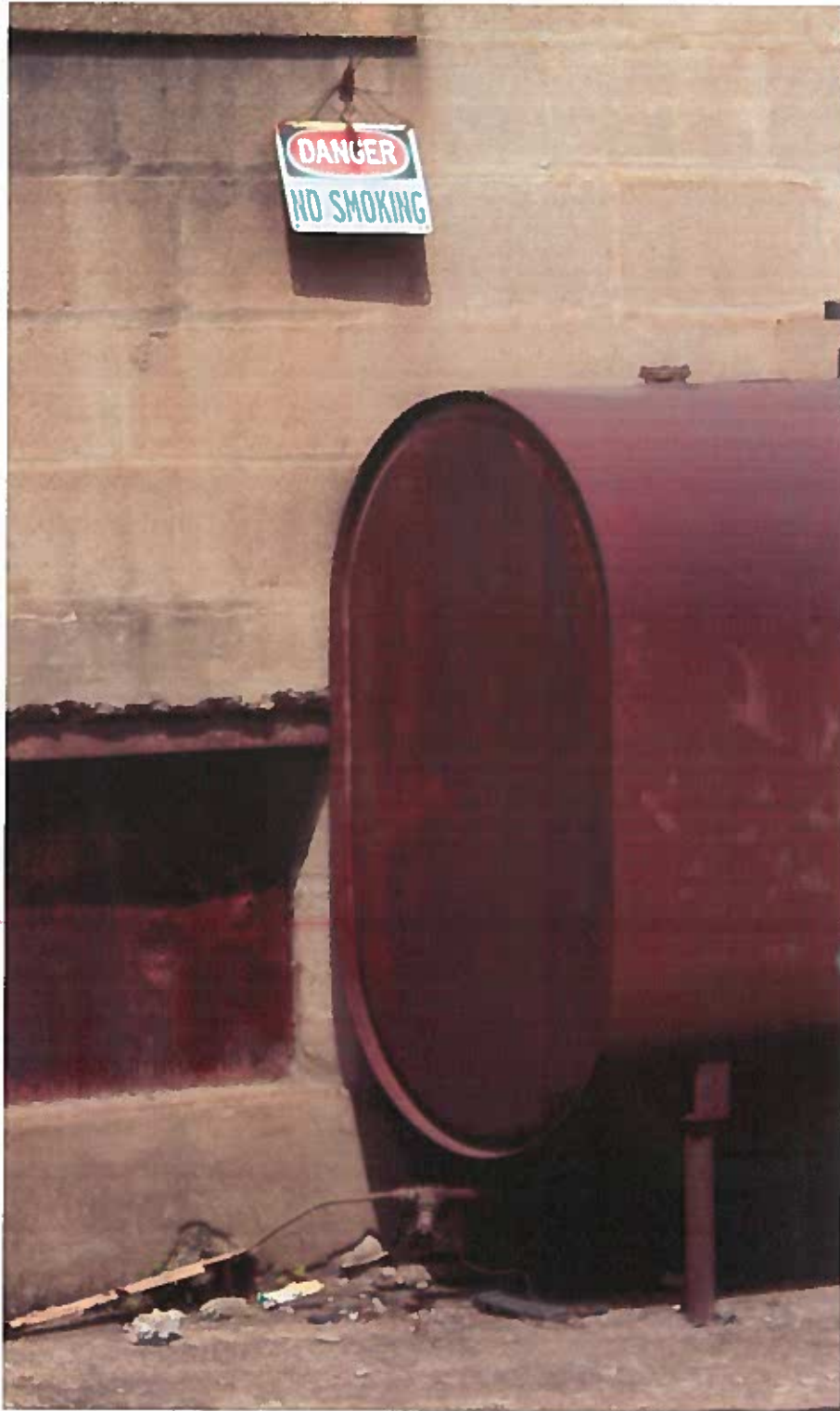


Figure C.2.8: Oil Tank (Identified as Concern 7b)

Project: Easton Iron and Metal Realty

Client: Kney Engineering

Date: April 10th, 2010





Figure C.2.9: Standing Water (Identified as Concern 8)

Project: Easton Iron and Metal Realty

Client: Kney Engineering

Date: April 10th, 2010





Figure C.2.10: Old Cars (Identified as Concern 9)

Project: Easton Iron and Metal Realty

Client: Kney Engineering

Date: April 10th, 2010





Figure C.2.11: Old Transformer Location (Identified as Concern 10)

Project: Easton Iron and Metal Realty

Client: Kney Engineering

Date: April 10th, 2010





Figure C.2.12: Hydraulic Equipment (Identified as Concern 11)

Project: Easton Iron and Metal Realty

Client: Kney Engineering

Date: April 10th, 2010





Figure C.2.13: Unidentified Rubbish (Identified as Concern 12)

Project: Easton Iron and Metal Realty

Client: Kney Engineering

Date: April 10th, 2010



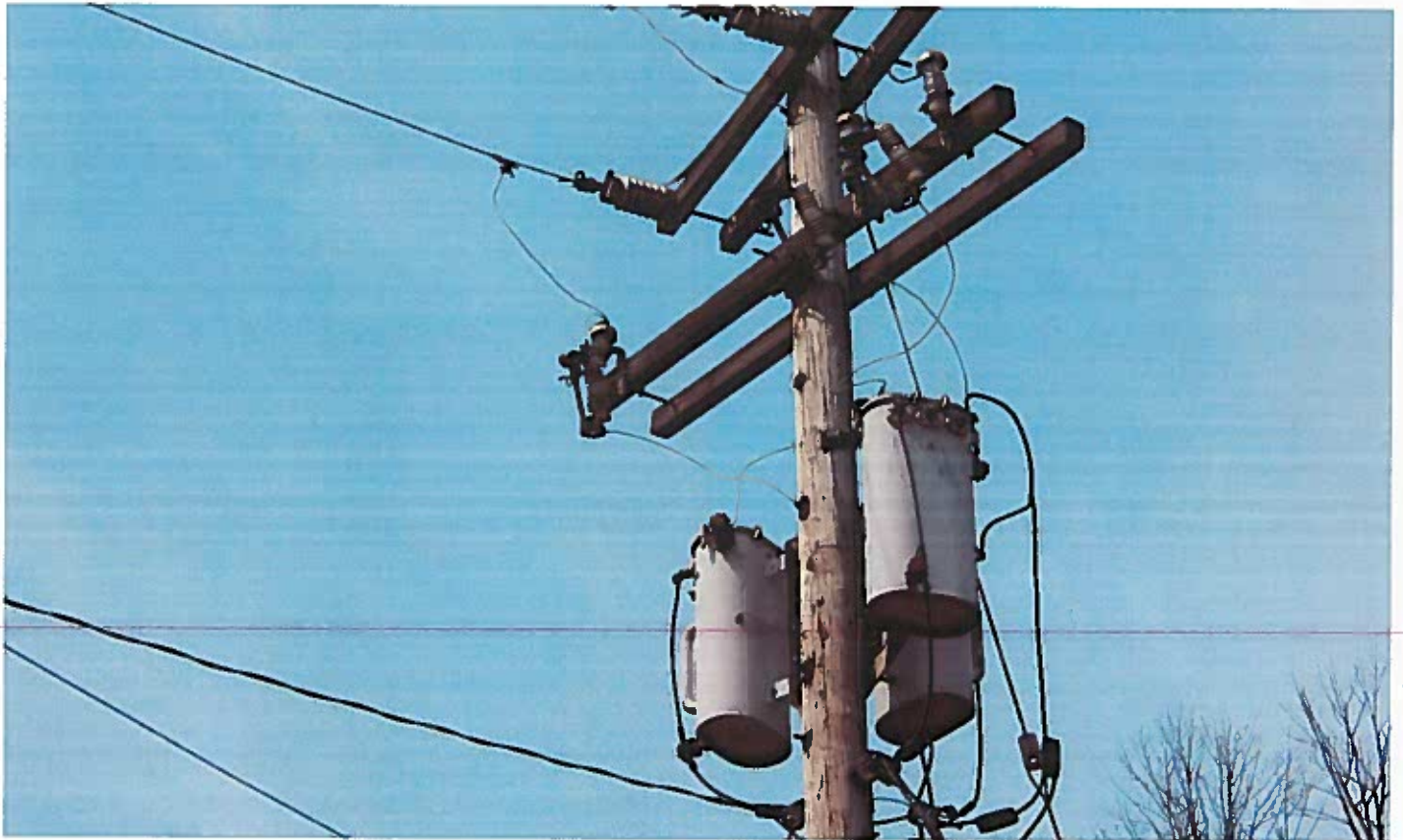


Figure C.2.14: Transformers

Project: Easton Iron and Metal Realty

Client: Kney Engineering

Date: April 10th, 2010





Figure C.2.15: Building A

Project: Easton Iron and Metal Realty

Client: Kney Engineering

Date: April 10th, 2010





Figure C.2.16: Building B

Project: Easton Iron and Metal Realty

Client: Kney Engineering

Date: April 10th, 2010



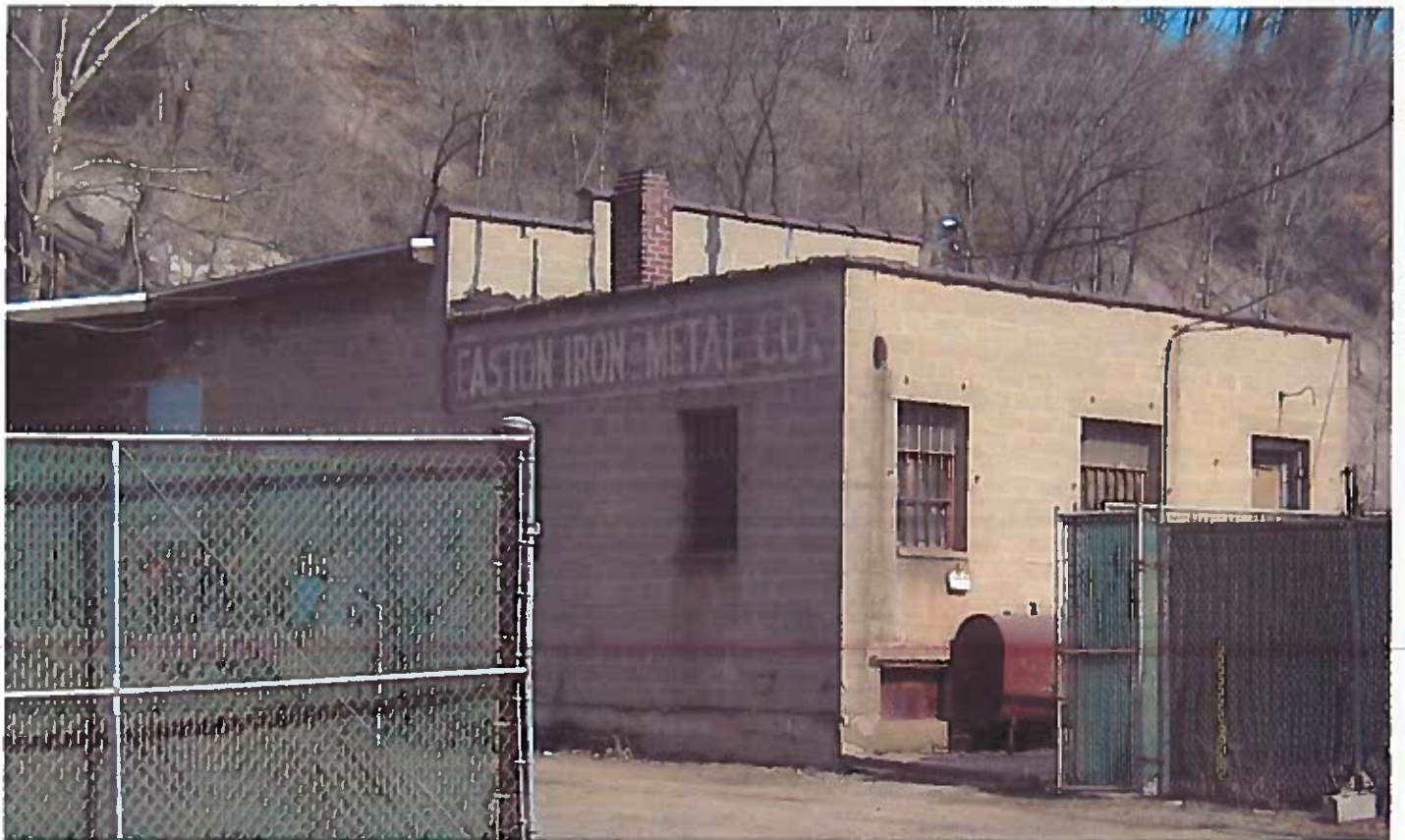


Figure C.2.17: Building C

Project: Easton Iron and Metal Realty

Client: Kney Engineering

Date: April 10th, 2010





Figure C.2.18: Building D

Project: Easton Iron and Metal Realty

Client: Kney Engineering

Date: April 10th, 2010





Figure C.2.19: Building E

Project: Easton Iron and Metal Realty

Client: Kney Engineering

Date: April 10th, 2010





Figure C.2.20: Building F

Project: Easton Iron and Metal Realty

Client: Kney Engineering

Date: April 10th, 2010



Appendix A.2: Topography Map

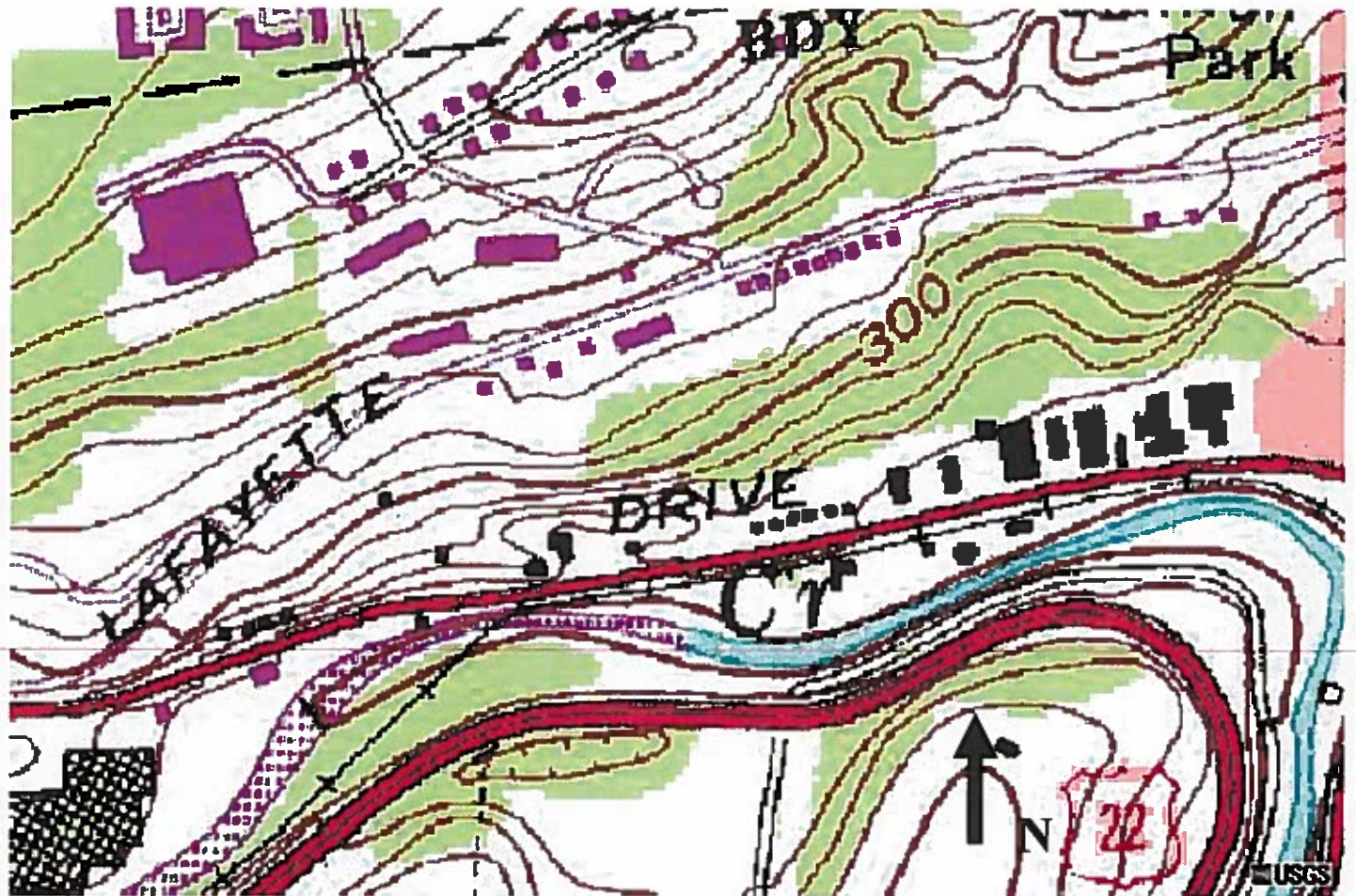


Figure A.2.1: Local Topography

Project: Easton Iron and Metal Realty

Client: Kney Engineering

Date: April 5th, 2010



Appendix A.3: Flood Plan Map

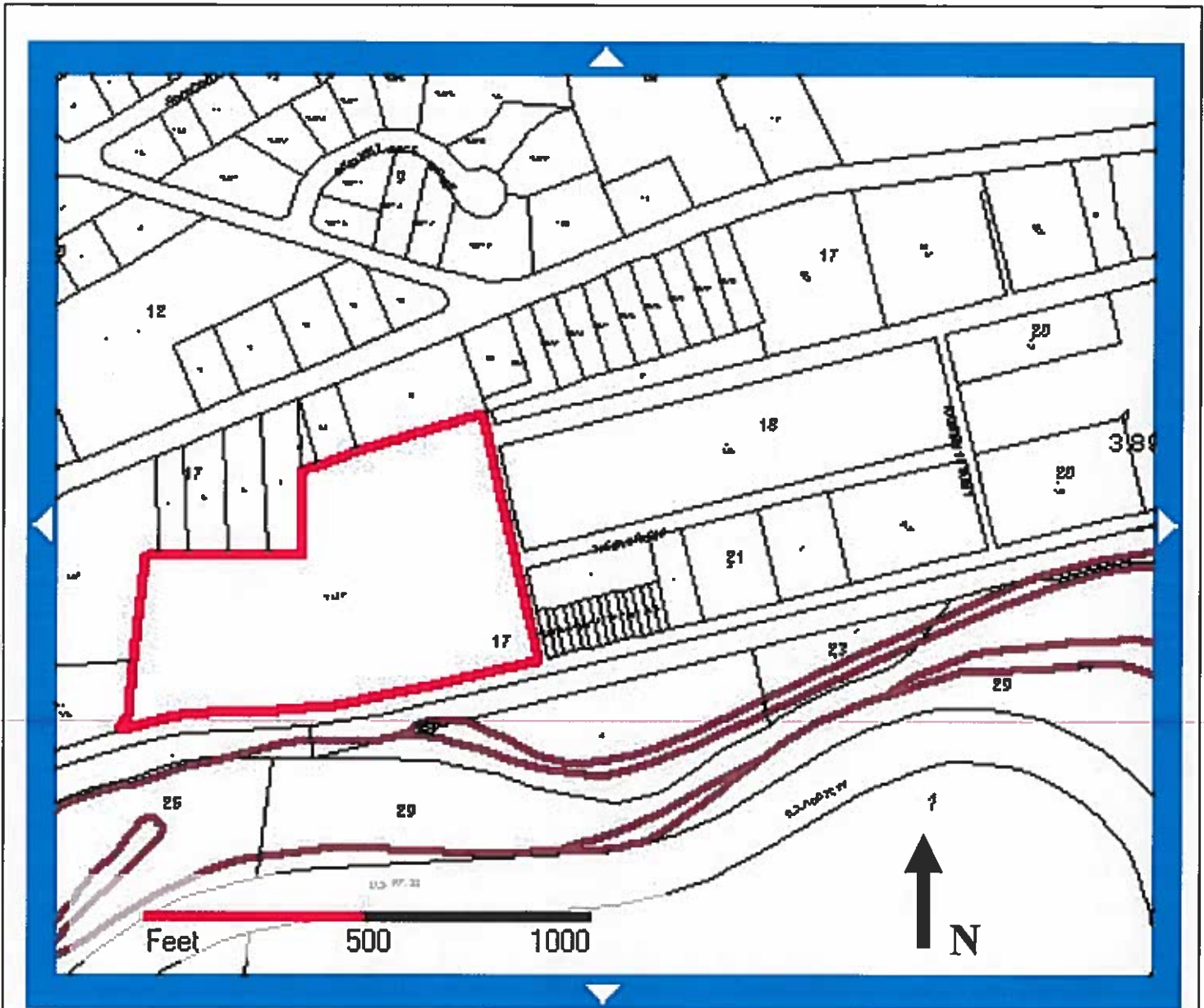


Figure A.3.1: Flood Plain

Project: Easton Iron and Metal Realty

Client: Kney Engineering

Date: April 5th, 2010



Appendix A.4: Soil Map

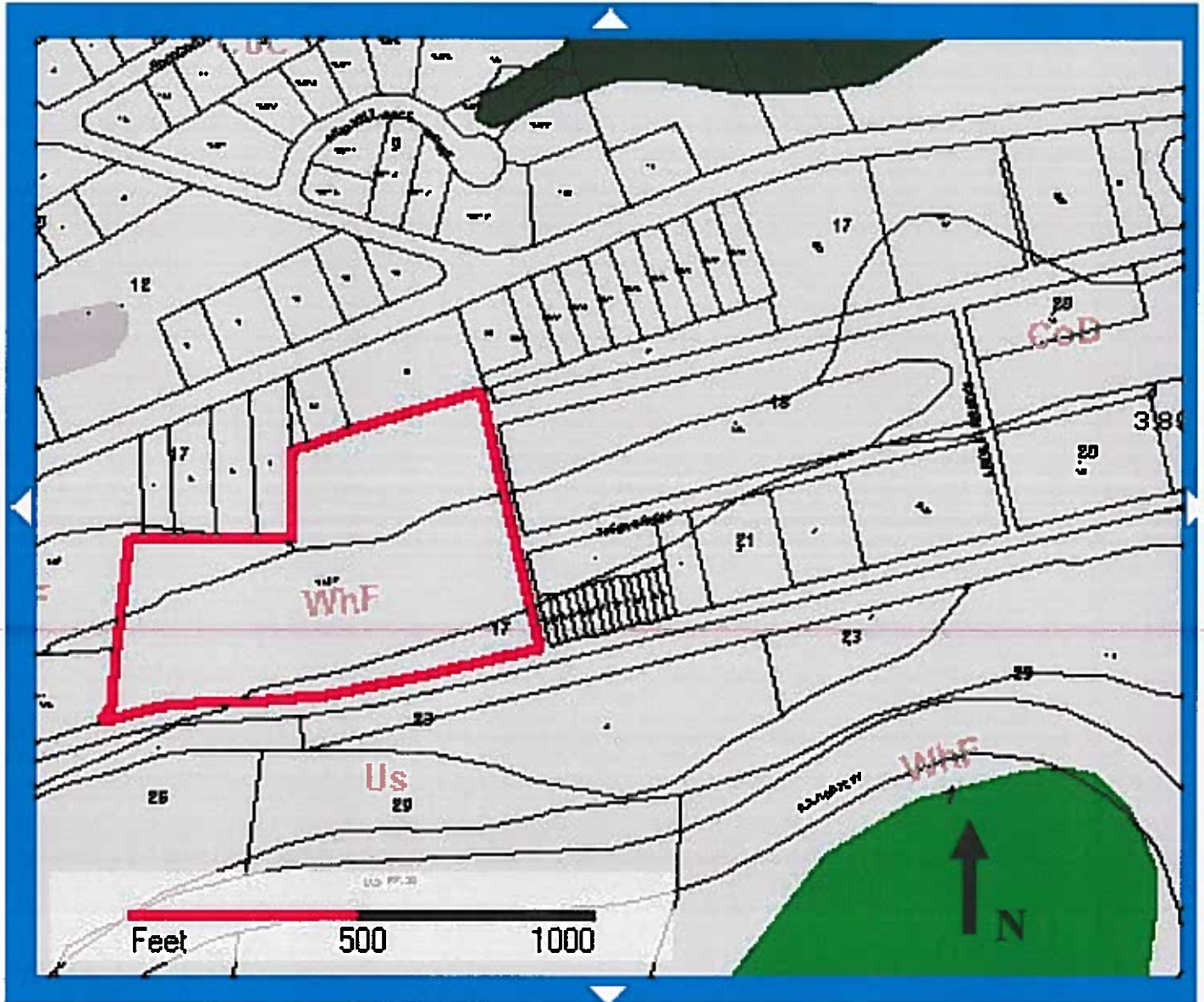


Figure A.4.1: Soils

Project: Easton Iron and Metal Realty

Client: Kney Engineering

Date: April 5th, 2010



Appendix A.5: Hydrology

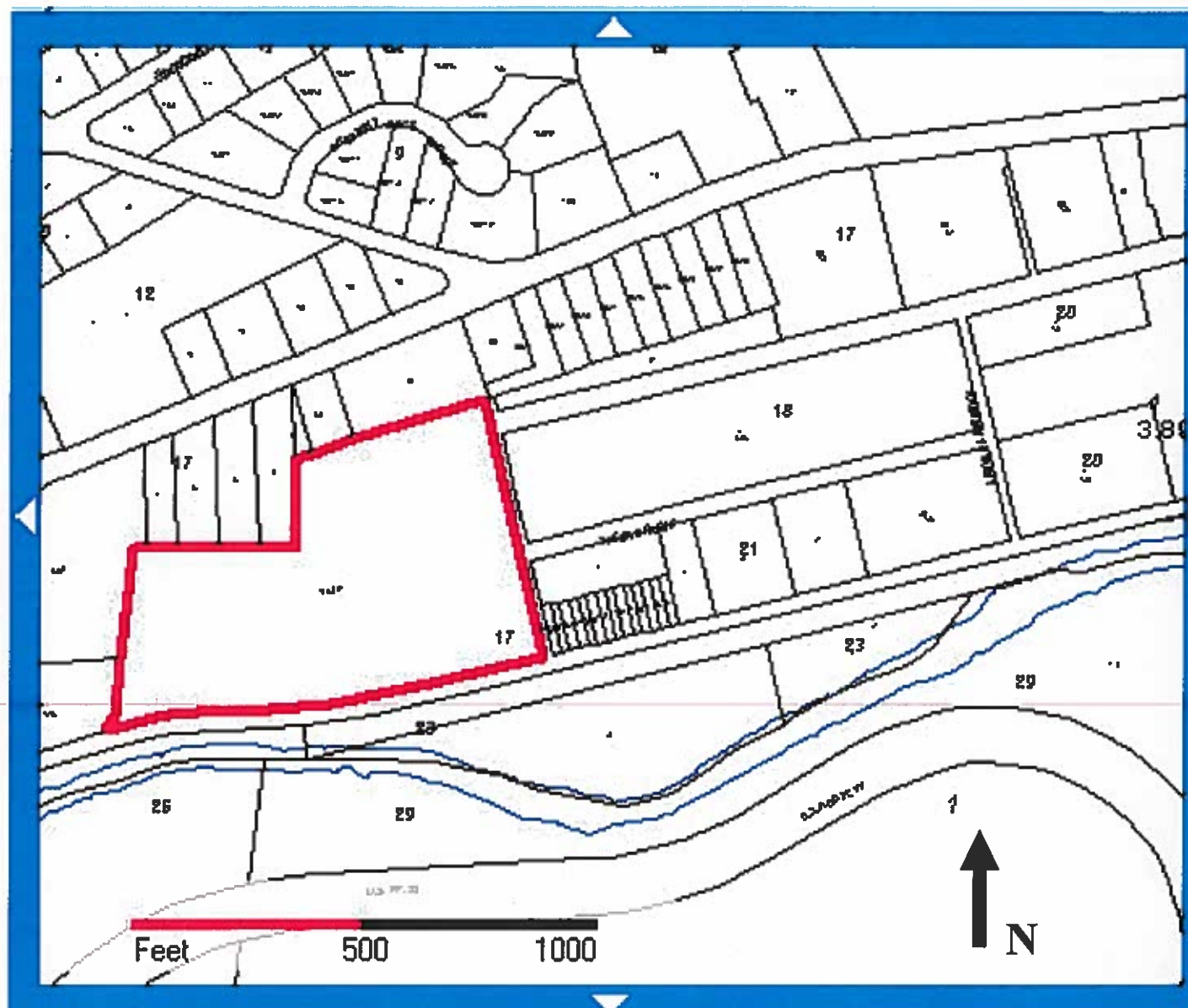


Figure A.5.1: Hydrology

Project: Easton Iron and Metal Realty

Client: Kney Engineering

Date: April 5th, 2010



Appendix A.6: Tax Map

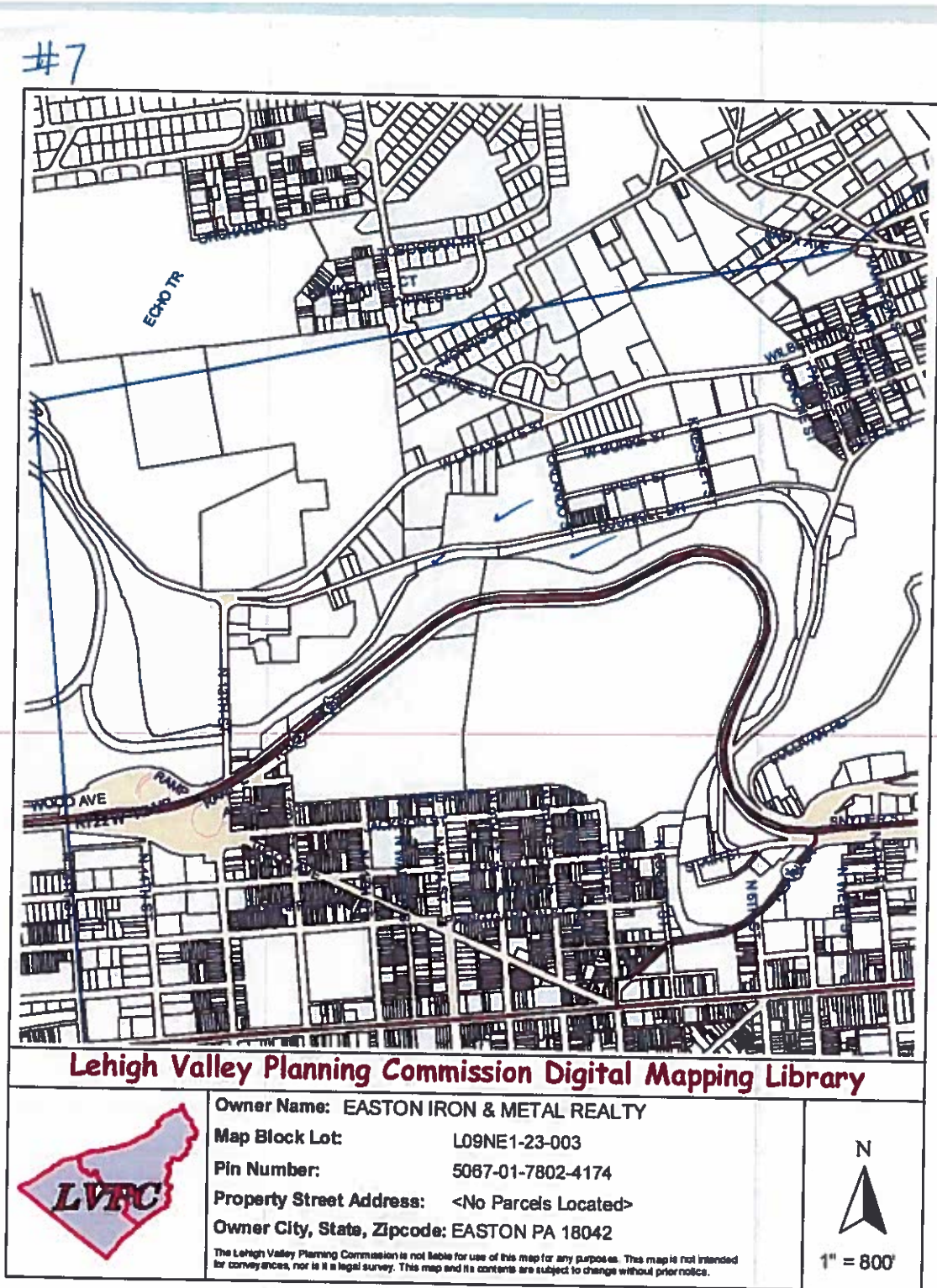


Figure A.6.1: Map Used for tax purposes, obtained from visit to Lehigh Valley Planning Commission.

Appendix A.7: Map of Search Radius

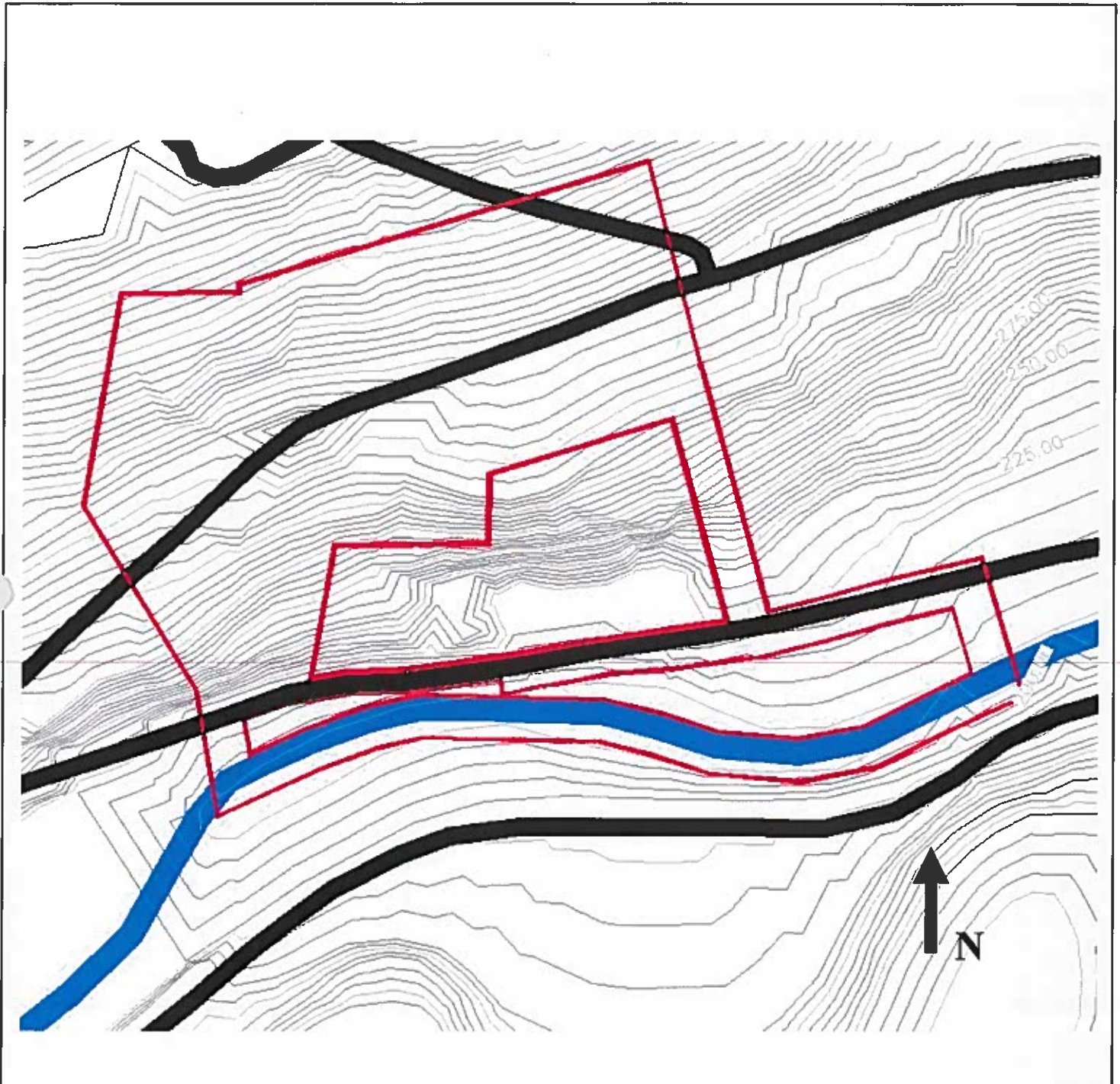


Figure A.7.1: Search Distance

Project: Easton Iron and Metal Realty

Client: Kney Engineering

Date: April 5th, 2010



Appendix B: Records Review

Appendix B.1: Deeds	36
Appendix B.2: Easements	78
Appendix B.3: Aerial Photographs	89
Appendix B.4: Sanborn Maps	97
Appendix B.5: Street Directories	105
Appendix B.6: DEP (NPDES) Report	106
Appendix B.7: EPA Report	145
Appendix B.8: National Priorities Map	156
Appendix B.9: Penn DEP Storage Tank List	157
Appendix B.10: EPA Cleanups in My Community Map	158

Appendix B.1: Deeds

List of Deeds:

<u>Date:</u>	<u>Grantor:</u>	<u>Grantee:</u>	<u>Book/Volume/Pg:</u>	<u>Page:</u>
April 18 th , 1994	Sarah Weitzman	Jack Stein	North Hampton Deeds Office Database	37
March 16 th , 1970	Easton Iron and Metal Co.	Easton Iron and Metal Realty	--/396/462	38
August 5 th , 1969	Julius Neiditch	Simon Merbaum & Jack Stein	362/--/101	42
June 26 th , 1964	William F. Hackman	Sarah Weitzman and Philip J. Goldman	362/--/96	47
December 20 th , 1956	Lehigh Valley Railroad Company	Easton Iron and Metal Co. (EIMC) (4)*	H/98/653	52
May 27 th , 1955	EIMC (3)	EIMC (4)	A/97/349	60
February 13 th , 1953	EIMC (2 share holders)	EIMC	C/95/16	62
January 2 nd , 1951	William and Sarah Weitzman	William Weitzman & Philip J. Goldman	B/87/329	64
September 20 th , 1945	William Bondonese	William Weitzman	--/77/233	66
October 11, 1941	Miners National Bank of Wilkes-Barre & Helen Patterson	William Weitzman William Bondonese (EIMC)	H/72/340	68
December 27, 1940	Miners National Bank of Wilkes-Barre & Helen Patterson	William Weitzman William Bondonese (EIMC)	F/71/107	70
June 27 th , 1891	John O. Wagener	Northern Rail Road Company (LVRC)	C/22/472	73
<u>Not Included</u> (Not Required by the ASTM 1527)				
April 18 th , 1924	J.E. Patterson	Helen Patterson & Frank Meyers	27/--/33	

* Note: The amount of share holders of the properties under the deed. The amount of share holders may stay the same, but there are changes in the owners.

Executors Trustee, or Guardians Deed. No. 688

Printed for and Sold by John C. Clark Co., 1326 Walnut St., Phila.

This Indenture, Made the

Eighteenth day of April in the year of our Lord one thousand nine hundred ninety-four (1994),

Between Patricia Lee Crider, Executrix under the Last Will and Testament of SARAH WEITZMAN, late of the Township of Forks, County of Northampton, and Commonwealth of Pennsylvania, of the one part,

AND

JACK STEIN of the City of Easton, County and Commonwealth aforesaid, of the other part:

AFFIDAVIT FILED

Whereas, the said SARAH WEITZMAN, at the time of her death, was seized in fee of and in a certain messuage or tenement and tract of land, hereinafter described, and

WHEREAS, the said SARAH WEITZMAN departed this life the Twenty-second Day of August, 1993, leaving a Last Will and Testament dated the Eleventh Day of October, 1984, and since her death duly proved and registered in the Office of the Register of Wills in and for the County of Northampton, by which she nominated Patricia Lee Crider to be Executrix, and

WHEREAS, said Patricia Lee Crider has qualified and on the Twenty-third Day of August, 1993, was duly issued Letters Testamentary by the Register of Wills of Northampton County, and

WHEREAS, in Paragraph Third of said Will the Executrix was authorized to sell and convey realty by public or private sale, without Court approval,



RECORDERS OFFICE
NORTHAMPTON COUNTY
PENNSYLVANIA
INSTRUMENT NUMBER
1994030909
RECORDED ON
JUL 12, 1994
10543:03 AM
STATE TRANSFER TAX \$ 1291.36
STATE REALT TAX \$ 8.50
RECORDING FEES \$ 17.00
NORTHAMPTON AREA SCHOOL DISTRICT \$ 644.68
EASTON CITY \$ 644.68
TOTAL \$ 2179.22

VOL: 1894-8

049739

DEED, No. 774

Printed for and sold by John C. Clark Co., 1200 Walnut St., Phila.

This Indenture, Made the

1038
 ENTERED
 MAR 29 2 03 PM '70
 Office of the Recorder
 of Deeds
 Philadelphia, Pa.

Sixteenth day of March in the year of our Lord
 one thousand nine hundred and Seventy (1970)

Between SIMON MERBAUM and BERNICE MERBAUM, his wife; JACK STEIN and BARBARA A. STEIN, his wife; SARAH WEITZMAN, a widow, PHILIP J. GOLDMAN and BELLE GOLDMAN, his wife; and EASTON IRON & METAL COMPANY, a copartnership, parties of the first part,

TO

EASTON IRON & METAL REALTY, a copartnership (consisting of PHILIP J. GOLDMAN, SARAH WEITZMAN, JACK STEIN and SIMON MERBAUM), said copartnership having its principal office at 1101 Bushkill Drive, Easton, Northampton County, Pennsylvania, party of the second part: **That the said parties of the first part, for and in consideration of the sum of One (\$1.00) Dollar,**

lawful money of the United States of America, well and truly paid by the said party of the second part to the said party of the first part, at and before the executing and delivery of these presents, the receipt whereof is hereby acknowledged, have granted, bargained, sold, aliened, conveyed, released, confirmed and by these presents do grant, bargain, sell, alien, convey, release, convey and confirm unto the said party of the second part, its successors and assigns.

TRACT NO. 1:

ALL THAT CERTAIN tract or piece of ground with buildings and improvements thereon erected, situate on the north side of Lehigh Street, also known as Bushkill Drive, in the City of Easton, County of Northampton and State of Pennsylvania, bounded and described as follows:

BEGINNING at a stone in line of land now or late of John Fahr, thence by land formerly of D. D. Wagener North eighty-one and three-quarters (81 3/4) degrees East, twenty-five and three-tenths (25.3) perches; thence by the same South six and one-quarter (6 1/4) degrees East thirty-five and forty-eight one-hundredths (35.48) perches to a point in center of said Lehigh Street, also known as Bushkill Drive; thence along the center of said street South eighty-three and three-fourths (83 3/4) degrees west twenty-two and three-tenths (22.3) perches to a bend in said road; thence still along the center of said street South eighty-nine and one-quarter (89 1/4) degrees West eight (8) perches to a point in the center of said street and in line of land now or late of George Smith's Estate, thence along the same and land now or late of John Fahr aforesaid North two and one-quarter (2 1/4) degrees West Thirty-four and three-tenths (34.3) perches to the place of beginning, containing six (6) acres and eleven and three-quarters (11 3/4) perches of land, more or less.

TRACT NO. 2:

ALL THAT CERTAIN lot or piece of land with buildings and improvements thereon erected, situate in the City of Easton, Northampton County, State of Pennsylvania, bounded and described as follows, to wit:

BEGINNING in the center of the Bushkill Creek, thence North four (4) degrees thirty-five (35) minutes West five hundred ten and seven-tenths (510.7) feet crossing the public road and along line of land now or late of the Estate of David D. Wagener to a corner of a fence, thence North eighty-seven (87) degrees West, three hundred fifty-nine and seven-tenths (359.7) feet along line of land now or late of Peter Correll to an iron pin or stake and corner, thence by the same South two (2) degrees thirty (30) minutes West, three hundred fifty-nine and seven-tenths (359.7) feet to a post and corner of fence, thence south sixteen (16)

Affidavit Filed.

VI 396 462

degrees thirty (30') minutes West, thirty-three (33') feet to the public road aforesaid, thence along the same South seventy-six (76°) degrees fifteen (15') minutes West, two hundred fifty-seven and four-tenths (257.4') feet to an iron pin along the said road, thence crossing the said road South six (6°) degrees thirty-five (35') minutes East, ninety-nine (99') feet to the center of the creek aforesaid, thence down the said creek the several courses and distances thereof to the place of beginning. The said courses being the true meridian and variation four and one-half (4 1/2°) degrees West, containing five (5) acres, more or less.

TRACT NO. 3:

ALL THAT CERTAIN tract or parcel of land, together with the two buildings erected thereon, situate in the City of Easton, County of Northampton and State of Pennsylvania, bounded and described as follows:

BEGINNING at a point in lands of Lehigh Valley Railroad Company in the dividing line between lands of Lehigh Valley Railroad Company formerly of John O. Wagener and lands of Lehigh Valley Railroad Company formerly of Estate of George Smith, deceased, distant forty-five (45') feet southerly, measured radially, from the center line of main tract of Bushkill Branch of Lehigh Valley Railroad; thence through lands of Lehigh Valley Railroad Company the following five courses and distances: (1) South eighty-eight degrees thirty-three minutes, fifty-five seconds East, one hundred eighty-four and ninety-three hundredths (184.93') feet to a point distant forty-six and five tenths (46.5') feet southerly, measured radially, from said center line of main tract; (2) North eighty-four degrees fifty-four minutes East, two hundred thirty (230') feet to a point distant forty-four and twenty-five hundredths (44.25') feet southerly, measured at right angles, from said center line of main tract; (3) North eighty-four degrees (84°), seven minutes East, eighty-eight (88') feet to a point distant thirty-eight and twenty-five hundredths (38.25') feet southerly measured at right angles, from said center line of main tract; (4) North eighty-four degrees, no minutes East, four hundred ninety-three (493.2) and two-tenths feet to a point distant thirty-six and sixty-seven hundredths (36.87') feet southerly, measured at right angles, from said center line of main tract; (5) South five degrees (5°) forty-nine minutes (49') East, one hundred ninety-two and four hundred four thousandths (192.404') feet to a point in Bushkill Creek; thence westerly along said Bushkill Creek the following seven courses and distances: (6) south sixty-three degrees twenty-four minutes West, seventy-three and nine hundred eight thousandths (73.908') feet to a point; (7) south sixty-six degrees thirty-nine minutes West, two hundred eighty-seven (287') feet to a point; (8) North eighty degrees fifty-one minutes West, sixty-six (66') feet to a point; (9) North sixty-two degrees twenty-one minutes West, two hundred ninety-four (294') feet to a point; (10) North sixty-six degrees twenty-one minutes west, one hundred twenty-eight (128') feet to a point; (11) North seventy-seven degrees fifty-one minutes west, one hundred forty-five (145') feet to a point; (12) North eighty-three degrees six minutes West, ninety-eight (98') feet to a point in said dividing line between lands of Lehigh Valley Railroad Company, formerly of John O. Wagener and lands of Lehigh Valley Railroad Company, formerly of Estate of George Smith, deceased; thence (13) North no degrees six minutes West along said last-mentioned dividing line a distance of twenty-one and three-tenths (21.3') feet to the point or place of beginning. Containing four (4) acres of land, more or less.

BEING THE SAME PROPERTY which was acquired by the grantors herein by various conveyances, including the following: That recorded in Deed Book 362, Page 96; deed Book 362, Page 101; Deed Book A, Volume 97, Page 349; Deed Book H, Volume 98, Page 653, recorded in the Office for the Recording of Deeds at Easton, Pennsylvania, in and for the County of Northampton.

UNDER AND SUBJECT to the easement of the State of Pennsylvania, through its Highway Department for the relocation of Bushkill Creek, and under and subject to the agreements by reference set forth in the aforesaid deed of December 20, 1956, and further under and subject to the mutual promises and agreements also therein set forth in said deed dated December 20, 1956.

Vol 396 p 463

Together with all and singular, the buildings, improvements, woods, ways, rights, liberties, privileges, hereditaments and appurtenances, to the same belonging, or in any wise appertaining, and the reversion and reversions; remainder and remainders, rents, issues, and profits thereof, and of every part and parcel thereof: And also, all the estate, right, title, interest, property, possession, claim and demand whatsoever, both in law and equity, of the said part 1st of the first part, of, in, and to the said premises, with the appurtenances:

To have and to hold the said premises, with all and singular, the appurtenances unto the said part y of the second part, its successors and assigns, to the only proper use, benefit and behoof of the said part y of the second part, its successors and assigns forever, as copartnership property.

REGISTERED IN THE OFFICE OF THE DEPARTMENT OF REAL ESTATE OF THE CITY OF EASTON, PA.
 DATE April 30, 1971
 Virginia A. Miller
 REGISTRY CLERK
 DEED No. 36605 WARD 9

And the said parties of the first part, their heirs, executors and administrators, do by these presents, covenant, grant and agree, to and with the said part y of the second part, its successors and assigns forever, that they the said parties of the first part, their heirs, all and singular the hereditaments and premises herein above described and granted, or mentioned and intimated as to be, with the appurtenances, unto the said part y of the second part, its successors and assigns, against them the said parties of the first part, their heirs, and against all and every other person or persons, whatsoever lawfully claiming or to claim the same or any part thereof, by, from or under him, her, it, them, or any of them,


SHALL and WILL specially WARRANT and forever DEFEND. In witness whereof, the said part 1st of the first part to these presents have hereunto set their hands and seals. Dated the day and year first above written.


Signed, Sealed and Delivered }
 IN THE PRESENCE OF US } Simon Merbaum (SEAL)
 Simon Merbaum

Bernice Merbaum (SEAL)
 Bernice Merbaum
 Jack Stein (SEAL)
 Jack Stein
 Barbara A. Stein (SEAL)
 Barbara A. Stein
 Sarah Weitzman (SEAL)
 Sarah Weitzman
 Phillip J. Goldman (SEAL)
 Phillip J. Goldman
 Belle Goldman (SEAL)
 Belle Goldman

vc. 396 no 464
 By Jack Stein (SEAL)
 EASTON IRON & METAL COMPANY
 Simon Merbaum (SEAL)
 Simon Merbaum

Recorded, the day of the date of the above Indenture of the above named





State of Pennsylvania
County of Northampton

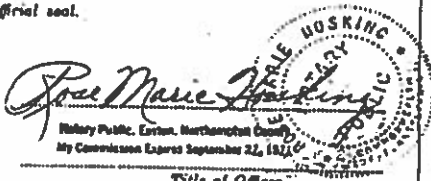
On the 16th day of March, 1970, before me,
a Notary Public in and for the county and state aforesaid,

the undersigned officer, personally appeared Simon Merbaum and Bernice Merbaum, his wife, Jack Stein and Barbara A. Stein, his wife, Philip J. Goldman and Belle Goldman, his wife, Sarah Weitzman, a widow, and Simon Merbaum and Jack Stein, copartners trading as Easton Iron & Metal Company, a copartnership, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument, and acknowledged that they executed the same for the purposes therein contained, and desired the same might be recorded as such.

In Witness Whereof, I hereunto set my hand and official seal.

The address of the within-named Grantee
is 1101 Bushkill St., Easton, Pa.

[Signature]
On behalf of the Grantee



Rose Marie Hosking
Notary Public, Easton, Northampton County,
My Commission Expires September 22, 1971

Title of Officer _____

Deed.

SIMON MERBAUM and BERNICE MERBAUM, his wife, JACK STEIN and BARBARA A. STEIN, his wife, SARAH WEITZMAN, a widow, PHILIP J. GOLDMAN and BELLE GOLDMAN, his wife, and EASTON IRON & METAL COMPANY, a copartnership.

-TO-

EASTON IRON & METAL REALTY, a copartnership.

John C. Clark Co., Pub. 724

1-70

Law Office
SPIDEL and COHEN
Suite 802 - Eichen National Bank Bldg.
Easton, Penna. 18042

Recorded, in the Office for the Recording of Deeds in and for NORTHAMPTON COUNTY

in Deed Book No. 396

page 462 &c.

Witness my hand and seal of Office this 29TH day of APRIL Anno Domini 19 71.

Recorder *Charles L. Young*
Deputy Recorder

vs. 396 465 X

Executors, Trustees, or Guardians Deed No. 68

Printed for and sold by John G. Clark Co., 1100 E. Penn St., Phila.

This Indenture Made the

Fifth day of August in the year of our Lord one thousand nine hundred sixty-nine (1969)

Between EVE NEIDITCH, Executrix of the Last Will and Testament of Julius Neiditch, late of the City of Easton, Northampton County, Pennsylvania, party of the first part, "Grantor",

AND

SIMON MERBAUM and JACK STEIN, of the Township of Palmer, County of Northampton and Commonwealth of Pennsylvania, parties of the second part, as tenants in common, grantees;

Whereas, the said JULIUS NEIDITCH became in his lifetime seized as a copartner, in fee, of certain parcels or pieces of ground together with the buildings and improvements thereon erected, situate in the City of Easton, County of Northampton and Commonwealth of Pennsylvania, being more particularly described hereinafter; and being so thereof seized, departed this life on the 22nd day of March, 1969, having first made his Last Will and Testament in writing on the 8th day of January, 1961, duly probated and registered in the Office of the Register of Wills in and for Northampton County, at Easton, Pennsylvania, on March 31, 1969, wherein and whereby he appointed as Executrix thereof the said EVE NEIDITCH, to whom Letters Testamentary were duly issued by the said Register of Wills of Northampton County on March 31, 1969, and wherein and whereby the said premises hereinafter described were not specifically devised, the records of the said Register of Wills, recourse thereunto being had, appears:



DEC 19 3 16 PM 1969
ENTERED
582
REGISTER OF DEEDS OFFICE
NORTHAMPTON COUNTY, PENNA.

1% REAL ESTATE TAX PAID BY City of Easton 124.73

REGISTERED IN THE OFFICE OF THE DEPARTMENT OF REAL ESTATE OF THE CITY OF EASTON, PA.
DATE December 23, 1969
Virginia A. Miller
REGISTRY CLERK
DEED No. 35722, WARD 9

Vol. 362 p. 101

Now this Indenture witnesseth, That the said Grantor

for and in consideration of
the sum of Twelve Thousand Nine Hundred Seventy-three (\$12, 973. 00) Dollars,
lawful money of the United States, to her well and truly paid by the said Grantees

as and before the sealing and delivery hereof, the receipt whereof is hereby acknowledged,
has granted, bargained, sold, aliened, released, and confirmed and by these presents

does
grant, bargain, sell, alien, release and confirm unto the said Grantees, their heirs, executors,
administrators and assigns,

TRACT NO. 1:

ALL THAT CERTAIN tract or piece of ground with buildings and improvements thereon erected, situate on the North side of Lehigh Street, also known as Bushkill Drive, in the City of Easton, County of Northampton and State of Pennsylvania, bounded and described as follows:

BEGINNING at a stone in line of land now or late of John Fehr, thence by land formerly of D. D. Wagener North eighty-one and three-quarters (81 3/4) degrees East twenty-five and three-tenths (25. 3) perches; thence by the same South six and one-quarter (6-1/4) degrees East thirty-five and forty-eight one-hundredths (35. 48) perches to a point in center of said Lehigh Street, also known as Bushkill Drive; thence along the center of said street South eighty-three and three-fourths (83-3/4) degrees West twenty-two and three-tenths (22. 3) perches to a bend in said road; thence still along the center of said street South eighty-nine and one-quarter (89-1/4) degrees West eight (8) perches to a point in the center of said street and in line of land now or late of George Smith's Estate, thence along the same and land now or late of John Fehr aforesaid North two and one-quarter (2-1/4) degrees West Thirty-four and three-tenths (34. 3) perches to the place of beginning, containing six (6) acres and eleven and three-quarters (11-3/4) perches of land, more or less.

TRACT NO. 2:

ALL THAT CERTAIN lot or piece of land with buildings and improvements thereon erected, situate in the City of Easton, Northampton County, State of Pennsylvania, bounded and described as follows, to wit:

BEGINNING in the center of the Bushkill Creek, thence North four (4) degrees thirty-five (35) minutes West five hundred ten and seven-tenths (510. 7) feet crossing the public road and along line of land now or late of the Estate of David D. Wagener to a corner of a fence, thence North eighty-seven (87) degrees West three hundred fifty-nine and seven-tenths (359. 7) feet along line of land now or late of Peter Correll to an iron pin or stake and corner, thence by the same South two (2) degrees thirty (30) minutes West three hundred fifty-nine and seven-tenths (359. 7) feet to a post and corner of fence, thence south sixteen (16) degrees thirty (30) minutes West thirty-three (33) feet to the public road aforesaid, thence along the same South seventy-six (76) degrees fifteen (15) minutes West two hundred fifty-seven and four-tenths (257. 4) feet to an iron pin along the said road, thence crossing the said road South six (6) degrees thirty-five (35) minutes East ninety-nine (99) feet to the center of the creek aforesaid, thence down the said creek the several courses and distances thereof to the place of beginning. The said courses

362 102

Easton Iron And Metal Realty Phase One Environmental Site Assessment

being the true meridian and variation four and one-half (4-1/2) degrees West, containing five (5) acres, more or less.

TRACT NO. 3:

ALL THAT CERTAIN tract or parcel of land, together with the two buildings erected thereon, situate in the City of Easton, County of Northampton and State of Pennsylvania, bounded and described as follows:

BEGINNING at a point in lands of Lehigh Valley Railroad Company in the dividing line between lands of Lehigh Valley Railroad Company formerly of John O. Wagener and lands of Lehigh Valley Railroad Company formerly of Estate of George Smith, deceased, distant forty-five (45) feet southerly, measured radially, from the center line of main tract of Bushkill Branch of Lehigh Valley Railroad; thence through lands of Lehigh Valley Railroad Company the following five courses and distances: (1) South eighty-eight degrees thirty-three minutes fifty-five seconds East, one hundred eighty-four and ninety-three hundredths (184.93) feet to a point distant forty-six and five tenths (46.5) feet southerly, measured radially, from said center line of main tract; (2) North eighty-four degrees fifty-four minutes East, two hundred thirty (230) feet to a point distant forty-four and twenty-five hundredths (44.25) feet southerly, measured at right angles, from said center line of main tract; (3) North eighty-four degrees seven minutes East, eighty-eight (88) feet to a point distant thirty-eight and twenty-five hundredths (38.25) feet southerly measured at right angles, from said center line of main tract; (4) North eighty-four degrees no minutes East, four hundred ninety-three and two tenths (493.2) feet to a point distant thirty-six and sixty-seven hundredths (36.67) feet southerly, measured at right angles, from said center line of main tract; (5) South five degrees forty-nine minutes East, one hundred ninety-two and four hundred four thousandths (192.404) feet to a point in Bushkill Creek; thence westerly along said Bushkill Creek the following seven courses and distances: (6) south sixty-three degrees twenty-four minutes West, seventy-three and nine hundred eight thousandths (73.908) feet to a point; (7) South sixty-six degrees thirty-nine minutes West, two hundred eighty-seven (287) feet to a point; (8) North eighty degrees fifty-one minutes West, sixty-six (66) feet to a point; (9) North sixty-two degrees twenty-one minutes West, two hundred ninety-four (294) feet to a point; (10) North sixty-six degrees twenty-one minutes West, one hundred twenty-eight (128) feet to a point; (11) North seventy-seven degrees fifty-one minutes West, one hundred forty-five (145) feet to a point; (12) North Eighty-three degrees six minutes West, ninety-eight (98) feet to a point in said dividing line between lands of Lehigh Valley Railroad Company, formerly of John O. Wagener and lands of Lehigh Valley Railroad Company, formerly of Estate of George Smith, deceased; thence (13) North no degrees six minutes West along said last-mentioned dividing line a distance of twenty-one and three tenths (21.3) feet to the point or place of beginning. Containing four (4) acres of land, more or less.

BEING THE SAME PREMISES which William F. Hackman, single, individually, as retiring partner and as assignor of his partnership interest in Easton Iron and Metal Company, by his deed dated June 26, 1964, and recorded in the Office for the Recording of Deeds in and for Northampton County, at Easton, Pennsylvania, in Deed Book , Page , granted and conveyed unto Sarah Weltzman and Phillip J. Goldman

TRACTS 1 and 2 BEING THE SAME PREMISES which William Weltzman, Phillip J. Goldman and Roland Bullock, t/a Easton Iron and Metal Company, by deed dated May 27, 1955, recorded in the Office for the Recording of Deeds in and for Northampton County, at Easton, Pa., in Deed Book A, Volume 27, page 349, granted and conveyed unto William Weltzman, Phillip J. Goldman, Julius Neiditch and William F. Hackman, partners t/a Easton Iron and Metal Company.

TRACT 3 BEING THE SAME PREMISES which Lehigh Valley Railroad Company, a Pennsylvania corporation, by deed dated December 20, 1956, recorded in the Office for the Recording of Deeds in and for Northampton County, at Easton, Pa., in Deed Book H, Volume 88, Page 653, granted and conveyed unto William Weltzman, Phillip J. Goldman, Julius Neiditch and William F. Hackman, partners t/a Easton Iron and Metal Company, their heirs and assigns forever.

UNDER AND SUBJECT to the easement of the State of Pennsylvania, through its Highway Department for the relocation of Bushkill Creek, and under and subject to the agreements by reference set forth in the aforesaid deed of December 20, 1956, and further under and subject to the mutual promises and agreements also therein set forth in said deed dated December 20, 1956.

WA 362 103

Together with all and singular

ways, waters, water-courses, rights, liberties, privileges, hereditaments and appurtenances whatsoever therunto belonging, or in any wise appertaining, and the reversions and remainders, rents, issues and profits thereof; and also, all the estate, right, title, interest, use, trust, property, possession, claim and demand whatsoever,

in law, equity, or otherwise howsoever, of, in, to, or out of the same;

To have and to hold the said

hereditaments and premises hereby granted and released, or mentioned and intended as to be, with the appurtenances, unto the said Grantees, their heirs

and assigns, to and for the only proper use and behoof of the said

Grantees, their heirs as tenants in common.

and assigns forever.

And the said Grantor, for herself, her heirs, executors and administrators,

does covenant, promise and agree, to and with the said

Grantees, their heirs

and assigns,

that she the said Grantor,



has not done, committed, or knowingly or willingly suffered to be done or committed, any act, matter or thing whatsoever, whereby the premises hereby granted, or any part thereof, is, are, shall, or may be impeached, charged or incumbered, in title, charge, estate, or otherwise howsoever.

In Witness Whereof the said Grantor has

signed her hand and seal the day and year first above written.

ESTATE OF JULIUS NEIDTICH

Herbert Fidler

By Eve Neiditch 
Eve Neiditch, Executrix under
the Last Will and Testament of
Julius Neiditch, Deceased 

Vol. 362 p. 104

Easton Iron And Metal Realty Phase One Environmental Site Assessment

Executed, the day of the date of the above instrument, of the above-named

State of Pennsylvania }
County of Northampton } ss.

On this, the Fifth day of August, 19 89, before me,
a Notary Public, the undersigned officer, personally appeared Eve Neiditch,
of the State of Pennsylvania

known to me (or satisfactorily proven) to be the person described in the foregoing instrument, and
acknowledged that she executed the same in the capacity therein stated and for the purposes therein
contained.

In Witness Whereof, I hereunto set my hand and official seal.

The address of the within-named Grantor
is 1180 Bushkill Drive, Easton
On behalf of the Grantor

Manly C. Clark
Notary Public, Easton, Pennsylvania
My Commission Expires November 14, 1992
Title of Office

772 E 129.73
5x 129.73
582

Deed

EVE NEIDITCH, Executrix of
the last will and testament of
JULIUS NEIDITCH, Deceased

-TO-

SIMON MERBAUM and JACK
STEIN, as tenants in common.

656 John C. Clark Co., P.M.A. 2-45

Law Office
NORMAN REIDER
Suite 902 - Easton National Bank Bldg
Trust Company Bldg.
Easton, Penna. 18041

Recorded in the Office for recording of deeds in and for

In Deed Book No.

page do.

Witness my hand and seal of Office this

day of Anno Domini 19

362 105

DEED No. 731

Printed for and sold by John C. Clark Co., 1100 N. Penn St., PAID.

This Indenture

581
ENTERED
DEC 19 3 14 PM 1959
NORTHAMPTON COUNTY

26th day of JUNE in the year of our Lord
one thousand nine hundred and SIXTY-FOUR.

Between WILLIAM F. HACKMAN, single, Individually, as retiring partner and as assignor of his partnership interest in Easton Iron and Metal Company, of the Township of Palmer, Northampton County, Pennsylvania, party of the first part,

-AND-

SARAH WEITMAN and PHILIP J. GOLDMAN, as tenants in common, of the City of Easton, County and State aforesaid, parties

of the second part: **Witnesseth**, That the said part y of the first part, for and in consideration of the sum of ELEVEN THOUSAND THREE HUNDRED (\$11,300.00) Dollars,

lawful money of the United States of America, well and truly paid by the said part ias of the second part to the said part y of the first part, at and before the executing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, entailed, released, conveyed and confirmed and by these presents does grant, bargain, sell, alien, entail, release, convey and confirm unto the said part ias of the second part, their heirs and assigns.

TRACT NO. 1

ALL THAT CERTAIN tract of piece of ground with buildings and improvements thereon erected, situate on the North side of Lehigh Street, also known as Bushkill Drive, in the City of Easton, County of Northampton and State of Pennsylvania, bounded and described as follows:

BEGINNING at a stone in line of land now or late of John Fehr, thence by land formerly of D. D. Wagener North eighty-one and three-quarters (81-3/4) degrees East twenty-five and three-tenths (25.3) perches; thence by the same South six and one-quarter (6-1/4) degrees East thirty-five and forty-eight one-hundredths (35.48) perches to a point in center of said Lehigh Street, also known as Bushkill Drive; thence along the center of said Street South eighty-three and three-fourths (83-3/4) degrees West twenty-two and three-tenths (22.3) perches to a bend in said road; thence still along the center of said Street South eighty-nine and one-quarter (89-1/4) degrees West eight (8) perches to a point in the center of said Street and in line of land now or late of George Smith's Estate, thence along the same and land now or late of John Fehr aforesaid North two and one-quarter (2-1/4) degrees West thirty-four and three-tenths (34.3) perches to the place of beginning, containing six (6) acres and eleven and three-quarters (11-3/4) perches of land, more or less.

TRACT NO. 2

ALL THAT CERTAIN lot or piece of land with buildings and improvements thereon erected, situate in the City of Easton, Northampton County, State of Pennsylvania, bounded and described as follows, to wit:

BEGINNING in the center of the Bushkill Creek, thence North four (4) degrees thirty-five (35) minutes West five hundred ten and seven-tenths (510.7) feet crossing the public road and along line of land now or late of the Estate of David D. Wagener to a corner of a fence, thence North eighty-seven (87) degrees West three hundred fifty-nine and seven-tenths (359.7) feet along line of land now or late of Peter Correll to an iron pin or stake and corner, thence by the same South two (2) degrees thirty (30) minutes West three hundred fifty-nine and seven-tenths (359.7) feet to a post and corner of fence.

vr 362 96

thence South sixteen (16) degrees thirty (30) minutes West thirty-three (33) feet to the public road aforesaid, thence along the same South seventy-six (76) degrees fifteen (15) minutes West two hundred fifty-seven and four-tenths (257.4) feet to an iron pin along the said road, thence crossing the said road South six (6) degrees thirty-five (35) minutes East ninety-nine (99) feet to the center of the Creek aforesaid, thence down the said Creek the several courses and distances thereof to the place of beginning. The said courses being the true meridian and variation four and one-half (4-1/2) degrees West, containing five (5) acres, more or less.

Tracts Nos. 1 and 2 BEING THE SAME PREMISES which William Weitzman, Philip J. Goldman and Roland Bullock t/a Easton Iron and Metal Company, by deed dated May 27, 1955, recorded in the Office for the Recording of Deeds in and for Northampton County, at Easton, Pa., in Deed Book A, Volume 97, Page 349, granted and conveyed unto William Weitzman, Philip J. Goldman, Julius Heiditch and William F. Hackman, partners t/a Easton Iron and Metal Company.

TRACT NO. 3

ALL THAT CERTAIN tract or parcel of land, together with the two buildings erected thereon, situate in the City of Easton, County of Northampton and State of Pennsylvania, bounded and described as follows:

BEGINNING at a point in lands of Lehigh Valley Railroad Company in the dividing line between lands of Lehigh Valley Railroad Company formerly of John O. Wagener and lands of Lehigh Valley Railroad Company formerly of Estate of George Smith, deceased, distant forty-five (45) feet southerly, measured radially, from the center line of main tract of Bushkill Branch of Lehigh Valley Railroad; thence through lands of Lehigh Valley Railroad Company the following five courses and distances: (1) South eighty-eight degrees thirty-three minutes fifty-five seconds East, one hundred eighty-four and ninety-three hundredths (184.93) feet to a point distant forty-six and five tenths (46.5) feet southerly, measured radially, from said center line of main tract; (2) North eighty-four degrees fifty-four minutes East, two hundred thirty (230) feet to a point distant forty-four and twenty-five hundredths (44.25) feet southerly, measured at right angles, from said center line of main tract; (3) North eighty-four degrees seven minutes East, eighty-eight (88) feet to a point distant thirty-eight and twenty-five hundredths (38.25) feet southerly measured at right angles, from said center line of main tract; (4) North eighty-four degrees no minutes East, four hundred ninety-three and two tenths (493.2) feet to a point distant thirty-six and sixty-seven hundredths (36.67) feet southerly, measured at right angles, from said center line of main tract; (5) South five degrees forty-nine minutes East, one hundred ninety-two and four hundred four thousandths (192.404) feet to a point in Bushkill Creek; thence westerly along said Bushkill Creek the following seven courses and distances: (6) South sixty-three degrees twenty-four minutes West, seventy-three and nine hundred eight thousandths (73.908) feet to a point; (7) South sixty-six degrees thirty-nine minutes West, two hundred eighty-seven (287) feet to a point; (8) North eighty degrees fifty-one minutes West, sixty-six (66) feet to a point; (9) North sixty-two degrees twenty-one minutes West, two hundred ninety-four (294) feet to a point; (10) North sixty-six degrees twenty-one minutes West, one hundred twenty-eight (128) feet to a point; (11) North seventy-seven degrees fifty-one minutes West, one hundred forty-five (145) feet to a point; (12) North eighty-three degrees six minutes West, ninety-eight (98) feet to a point in said dividing line between lands of Lehigh Valley Railroad Company formerly of John O. Wagener and lands of Lehigh Valley Railroad Company, formerly of Estate of George Smith, deceased; thence (13) North no degrees six minutes West along said last-mentioned dividing line a distance of twenty-one and three tenths (21.3) feet to the point or place of beginning. Containing four (4) acres of land, more or less.

Tract No. 3 BEING THE SAME PREMISES which Lehigh Valley Railroad Company, a Pennsylvania corporation by Deed dated December 20, 1956, recorded in the Office for the Recording of Deeds in and for

362
97

Easton Iron And Metal Realty Phase One Environmental Site Assessment

Northampton County, at Easton, Pa., in Deed Book H, Volume 98, Page 653, granted and conveyed unto William Weitzman, Philip J. Goldman, Julius Weiditch and William F. Backman, partners t/a Easton Iron and Metal Company, their heirs and assigns forever.

UNDER AND SUBJECT to the easement of the State of Pennsylvania, through its Highway Department, for the relocation of Bushkill Creek, and under and subject to the agreements by reference set forth in the aforesaid deed of December 20, 1956, and further under and subject to the mutual premises and agreements also therein set forth in said deed dated December 20, 1956.

REGISTERED IN THE OFFICE
OF THE DEPARTMENT OF
REAL ESTATE OF THE CITY
OF EASTON, PA.
DATE: *December 22, 1969*
Virginia A. Miller
REGISTRY CLERK
DEED No. 3573/ WARD 9

NO. 362 OF 98

Together with all and singular, the buildings, improvements, woods, ways, rights, liberties, privileges, hereditaments and appurtenances, to the same belonging, or in any wise appertaining, and the reversion and reversions; remainder and remainders, rents, issues, and profits thereof, and of every part and parcel thereof: And also, all the estate, right, title, interest, property, possession, claim and demand whatsoever, both in law and equity, of the said party _____ of the first part, of, in, and to the said premises, with the appurtenances:

To have and to hold the said premises, with all and singular the appurtenances unto the said part ias of the second part, their heirs _____ and assigns, to the only proper use, benefit and behoof of the said part ias of the second part, their heirs _____ and assigns forever, as tenants in common _____

City of Easton

1% REAL ESTATE TAX PAID \$ 113.00

And the said party of the first part, his _____

heirs, executors and administrators, do hereby by these presents, covenant, grant and agree, to and with the said parties of the second part, their heirs _____ and assigns forever, that he the said party of the first part, his _____ heirs, all and singular the hereditaments and premises herein above described and granted, or mentioned and intended so to be, with the appurtenances, unto the said part ias of the second part, their heirs and assigns, against him the said party of the first part, his _____

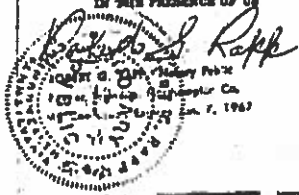
heirs, and against all and every other person or persons, whatsoever lawfully claiming or to claim the same or any part thereof, by, from or under them or any of them, _____

SHALL and WILL

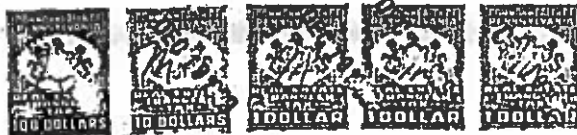
WARRANT and forever DEFEND.

In witness whereof, the said party of the first part to these presents has hereunto set his hand and seal. Dated the day and year first above written.

Signed, Sealed and Delivered }
IN THE PRESENCE OF US



William F. Hackman
William F. Hackman



VOL 362 PAGE 90

Easton Iron And Metal Realty Phase One Environmental Site Assessment

Recorded, the day of the date of the above Indenture of the above named

State of PENNSYLVANIA }
 County of NORTHAMPTON } ss.

On the 26th day of JUNE, 1964, before me,
 a Notary Public in and for the said County and State,

the undersigned officer, personally appeared William F. Hackman, single, individually,

as retiring partner and as assignor of his partnership interest in
 Easton Iron and Metal Company.

known to me (or satisfactorily proven) to be the person whose name is subscribed in the
 within instrument, and acknowledged that he executed the same for the
 purposes therein contained, and desired the same might be recorded as such.

In Witness Whereof, I hereunto set my hand and official seal.

The address of the within-named Grantee
 1100 Bushkill Dr., Easton, Pa.

[Signature]
 On behalf of the Grantee

[Signature]
 ROBERT G. LAPP, Notary Public
 Title of Office

712 E 113.00
 57 113.00
 581

Deed.

WILLIAM F. HACKMAN, single,
 individually, as retiring
 partner and as assignor of
 his partnership interest in
 Easton Iron and Metal
 Company

-TO-

SARAH WEITZMAN and PHILIP
 J. GOLDMAN, as tenants in
 common.

19-63 John C. Clark Co., Phila. 704

m
 Daniel Cohen

Recorded, in the Office for the Recording of Deeds in and for

In Deed Book No.

page &c.

Witness my hand and seal of Office this

day of Anne Dornal 19

Recorder

Deputy Recorder

VOL 362 PAGE 100

X

Easton Iron And Metal Realty Phase One Environmental Site Assessment

COMMONWEALTH OF PENNSYLVANIA
 OFFICE OF NOTARIES PUBLIC

ON THIS 20TH DAY OF SEPTEMBER 1957, BEFORE ME, CHARLES H. WEINER, THE UPRE-
 SIGNED OFFICER, PERSONALLY APPEARED S. E. HARKER, WHO ACKNOWLEDGED HIMSELF TO BE A
 VICE-PRESIDENT OF HERRICK LAND CORPORATION, A CORPORATION, AND THAT HE AS SUCH
 VICE-PRESIDENT BEING AUTHORIZED TO DO SO, EXECUTED THE FOREGOING INSTRUMENT FOR THE
 PURPOSES THEREIN CONTAINED BY SIGNING THE NAME OF SAID CORPORATION BY HIMSELF AS
 VICE-PRESIDENT.

IN WITNESS WHEREOF, I HEREBY SET MY HAND AND OFFICIAL SEAL.

CHARLES H. WEINER (M. P. SEAL)

MY COMMISSION EXPIRES APRIL 9, 1959

I HEREBY CERTIFY THAT THE PRIOR RESIDENCE OF THE WITHIN JURISDICTION IS 2020
 HERRICK ROAD, BETHLEHEM, PENNSYLVANIA.

M. B. COVE
 IN BEHALF OF THE GRANTEE

EXECUTED SEPTEMBER 26, 1957 AT 2:32 P. M.

LEHIGH VALLEY RAILROAD COMPANY) THIS DEED MADE THE 20TH DAY OF DECEMBER IN THE YEAR
 TO) NINETEEN HUNDRED AND FIFTY-SIX (1956) BETWEEN THE
 WILLIAM WEITZMAN, ET AL.) LEHIGH VALLEY RAILROAD COMPANY, A CORPORATION OF

THE STATE OF PENNSYLVANIA, HAVING ITS RESIDENCE
 (PRINCIPAL OFFICE) AT NO. 425 BRIGHTON STREET, IN THE CITY OF BETHLEHEM, COUNTY OF
 NORTHAMPTON AND STATE OF PENNSYLVANIA, PARTY OF THE FIRST PART, AND WILLIAM WEITZMAN,
 PHILIP J. GOLDMAN, JULIUS NEIDITCH AND WILLIAM F. HACKMAN OF THE CITY OF EASTON AND
 ENVIRONS, COUNTY OF NORTHAMPTON AND STATE OF PENNSYLVANIA, PARTNERS TRADING AS
 EASTON IRON AND METAL COMPANY, PARTIES OF THE SECOND PART;

WITNESSETH: THAT IN CONSIDERATION OF THE SUM OF THIRTEEN THOUSAND TWO HUNDRED
 FIFTY DOLLARS (\$13,250.00) IN HAND PAID, THE RECEIPT WHEREOF IS HEREBY ACKNOWLEDGED,
 THE SAID PARTY OF THE FIRST PART DOES HEREBY GRANT AND CONVEY TO THE SAID PARTIES
 OF THE SECOND PART, ALL THAT CERTAIN TRACT OR PARCEL OF LAND, TOGETHER WITH THE TWO
 BUILDINGS OF THE PARTY OF THE FIRST PART LOCATED THEREON, AS SHOWN IN SOLID GREEN
 ON THE MAP HEREINAFTER REFERRED TO, IN THE CITY OF EASTON, COUNTY OF NORTHAMPTON AND
 STATE OF PENNSYLVANIA, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN LANDS OF LEHIGH VALLEY RAILROAD COMPANY IN THE DIVIDING
 LINE BETWEEN LANDS OF LEHIGH VALLEY RAILROAD COMPANY FORMERLY OF JOHN O. WAGENER AND
 LANDS OF LEHIGH VALLEY RAILROAD COMPANY FORMERLY OF ESTATE OF GEORGE SMITH, DECEASED
 DISTANT FORTY-FIVE (45) FEET SOUTHERLY MEASURED RADIALLY, FROM THE CENTER LINE OF
 MAIN TRACK OF BUSHKILL BRANCH OF LEHIGH VALLEY RAILROAD; THENCE THROUGH LANDS OF
 LEHIGH VALLEY RAILROAD COMPANY THE FOLLOWING FIVE COURSES AND DISTANCES: (1) SOUTH
 EIGHTY-EIGHT DEGREES THIRTY-THREE MINUTES FIFTY-FIVE SECONDS EAST ONE HUNDRED
 EIGHTY-FOUR AND NINETY-THREE HUNDREDTHS (184.93) FEET TO A POINT DISTANT FORTY-SIX

Easton Iron And Metal Realty Phase One Environmental Site Assessment

AND FIVE-TENTHS (46.5) FEET SOUTHERLY, MEASURED RADIALLY, FROM SAID CENTER LINE OF MAIN TRACK; (2) NORTH EIGHTY-FOUR DEGREES FIFTY-FOUR MINUTES EAST, TWO HUNDRED THIRTY (230) FEET TO A POINT DISTANT FORTY-FOUR AND TWENTY-FIVE HUNDREDTHS (44.25) FEET SOUTHERLY, MEASURED AT RIGHT ANGLES FROM SAID CENTER LINE OF MAIN TRACK; (3) NORTH EIGHTY-FOUR DEGREES SEVEN MINUTES EAST, EIGHTY-EIGHT (88) FEET TO A POINT DISTANCE THIRTY-EIGHT AND TWENTY-FIVE HUNDREDTHS (38.25) FEET SOUTHERLY, MEASURED AT RIGHT ANGLES, FROM SAID CENTER LINE OF MAIN TRACK; (4) NORTH EIGHTY-FOUR DEGREES NO MINUTES EAST, FOUR HUNDRED NINETY-THREE AND TWO TENTHS (493.2) FEET TO A POINT DISTANCE THIRTY-SIX AND SIXTY-SEVEN HUNDREDTHS (36.67) FEET SOUTHERLY, MEASURED AT RIGHT ANGLES FROM SAID CENTER LINE OF MAIN TRACK; (5) SOUTH FIVE DEGREES FORTY-NINE MINUTES EAST, ONE HUNDRED NINETY-TWO AND FOUR HUNDRED FOUR THOUSANDTHS (192.404) FEET TO A POINT IN BUSHKILL CREEK; THENCE WESTERLY ALONG SAID BUSHKILL CREEK THE FOLLOWING SEVEN COURSES AND DISTANCES: (6) SOUTH SIXTY-THREE DEGREES TWENTY-FOUR MINUTES WEST, SEVENTY-THREE AND NINE HUNDRED EIGHT THOUSANDTHS (73.908) FEET TO A POINT (7) SOUTH SIXTY-SIX DEGREES THIRTY-NINE MINUTES WEST, TWO HUNDRED EIGHTY-SEVEN (287) FEET TO A POINT; (8) NORTH EIGHTY DEGREES FIFTY-ONE MINUTES WEST, SIXTY-SIX (66) FEET TO A POINT; (9) NORTH SIXTY-TWO DEGREES TWENTY-ONE MINUTES WEST, TWO HUNDRED NINETY-FOUR (294) FEET TO A POINT; (10) NORTH SIXTY-SIX DEGREES TWENTY-ONE MINUTES WEST, ONE HUNDRED TWENTY-EIGHT (128) FEET TO A POINT; (11) NORTH SEVENTY-SEVEN DEGREES FIFTY-ONE MINUTES WEST, ONE HUNDRED FORTY-FIVE (145) FEET TO A POINT; (12) NORTH EIGHTY-THREE DEGREES SIX MINUTES WEST, NINETY-EIGHT (98) FEET TO A POINT IN SAID DIVIDING LINE BETWEEN LANDS OF LEHIGH VALLEY RAILROAD COMPANY FORMERLY OF JOHN O. WAGENER AND LANDS OF LEHIGH VALLEY RAILROAD COMPANY, FORMERLY OF ESTATE OF GEORGE SMITH, DECEASED, THENCE (13) NORTH NO DEGREES SIX MINUTES WEST, ALONG SAID LAST-MENTIONED DIVIDING LINE—A DISTANCE OF TWENTY-ONE AND THREE TENTHS (21.3) FEET TO THE POINT OR PLACE OF BEGINNING. CONTAINING FOUR (4) ACRES OF LAND, MORE OR LESS, AND SHOWN OUTLINED IN GREEN ON THE MAP ATTACHED HERETO AND MADE A PART HEREOF, ENTITLED:

LEHIGH VALLEY RAILROAD
NEW YORK DIV. BUSHKILL BRANCH
SALE OF LAND
EASTON IRON AND METAL COMPANY
EASTON, PA.

DIVISION ENG'R. WILKES-BARRE, PA.
SCALE 1" = 100' MAY 29, 1953
REV. AUGUST 8, 1956
C-B-10"

BEING A PART OF THE SAME PREMISES CONVEYED BY JOHN O. WAGENER TO THE EASTON AND NORTHERN RAILROAD COMPANY BY DEED DATED JUNE 27, 1891 AND RECORDED IN THE OFFICE FOR RECORDING OF DEEDS IN AND FOR NORTHAMPTON COUNTY IN DEED BOOK C, VOL. NO. 22, PAGE 472, ETC; THE LEHIGH VALLEY RAILROAD COMPANY BEING, BY MERGER, THE SUCCESSOR TO SAID EASTON AND NORTHERN RAILROAD COMPANY.

UNDER AND SUBJECT TO THE EASEMENT TAKEN BY THE STATE OF PENNSYLVANIA THROUGH ITS HIGHWAY DEPARTMENT, FOR THE RELOCATION OF BUSHKILL CREEK.

UNDER AND SUBJECT TO THE FOLLOWING AGREEMENTS AS BY REFERENCE THERETO WILL MORE FULLY APPEAR WITH THE SAME FORCE AND EFFECT AS THROUGH HEREIN SET FORTH AT LENGTH.

(A) DATED JUNE 1, 1929 BETWEEN THE LEHIGH VALLEY RAILROAD COMPANY AND THE LEHIGH TELEPHONE COMPANY COVERING, INTER ALIA, THE STRINGING, MAINTAINING AND USING OF CERTAIN WIRES ACROSS AND OVER THE LAND HEREBY CONVEYED;

Easton Iron And Metal Realty Phase One Environmental Site Assessment

(B) DATED JUNE 1, 1929 BETWEEN THE LEHIGH VALLEY RAILROAD COMPANY AND THE METROPOLITAN EDISON COMPANY COVERING, INTER ALIA, THE STRINGING, MAINTAINING AND USING OF WIRES ACROSS AND OVER THE LAND HEREBY CONVEYED;

(C) DATED JULY 1, 1937 BETWEEN THE LEHIGH VALLEY RAILROAD COMPANY AND THE METROPOLITAN EDISON COMPANY COVERING, INTER ALIA, THE INSTALLATION OF CERTAIN POLES, GUYS AND ANCHORS ON AND THE STRINGING, MAINTAINING AND USING OF CERTAIN WIRES ACROSS AND OVER THE LAND HEREBY CONVEYED;

(D) DATED APRIL 29, 1953 BETWEEN THE LEHIGH VALLEY RAILROAD COMPANY AND THE METROPOLITAN EDISON COMPANY COVERING, INTER ALIA, THE INSTALLATION, MAINTENANCE AND USE OF POLES, WIRES, GUYS AND ANCHORS ON THE LAND HEREBY CONVEYED;

FURTHER IN CONSIDERATION AS AFORESAID AND IN CONSIDERATION OF THE MUTUAL PREMISES AND AGREEMENTS HEREINAFTER IN THIS COVENANT SET FORTH, THE PARTY OF THE FIRST PART DOES BY THE DELIVERY OF THIS DEED COVENANT AND AGREE, AND THE PARTIES OF THE SECOND PART JOINTLY AND SEVERALLY DO BY THE ACCEPTANCE OF THIS DEED COVENANT AND AGREE AS SET FORTH IN THE PARAGRAPHS FOLLOWING NUMBERED 1 TO 11 INCLUSIVE; AND ALL THE PROMISES AND AGREEMENTS SET FORTH IN SAID 11 PARAGRAPHS FOLLOWING SHALL BE CONSTRUED TO BE RECIPROCAL AND MUTUAL AND TO BE PARTS OF A SINGLE INDIVISIBLE COVENANT, SHALL RUN WITH THE LAND HEREBY CONVEYED AND SHALL BE BINDING UPON THE SUCCESSORS AND ASSIGNS OF THE PARTIES HERETO; IT BEING THE INTENTION OF THE PARTIES HERETO THAT THE ACCESS HEREBY PROVIDED TO THE LAND HEREBY CONVEYED SHALL AT ALL TIMES IN THE FUTURE BE AND REMAIN SUBJECT TO ALL THE OBLIGATIONS OF THE PARTIES OF THE SECOND PART HEREINAFTER SET FORTH IN PARAGRAPHS 1 TO 11 INCLUSIVE;

1. THE PARTIES OF THE SECOND PART SHALL HAVE THE RIGHT, LIBERTY AND EASEMENT TO CONSTRUCT, MAINTAIN AND USE TWO PRIVATE ROAD CROSSINGS ATGRADE ACROSS AND OVER THE RIGHT OF WAY OF THE PARTY OF THE FIRST PART WITHIN THE BOUNDARIES OF THE TWO STRIPS OF LAND, EACH FIFTEEN (15) FEET IN WIDTH, SHOWN OUTLINED IN BROWN UPON THE AFORESAID MAP, SUBJECT TO ALL THE PROVISIONS HEREINAFTER SET FORTH IN THE REMAINING PARAGRAPHS OF THIS COVENANT NUMBERED 2 TO 11 INCLUSIVE.

2. ACCESS TO THE LAND HEREBY CONVEYED FROM HUSHKILL ROAD SHALL BE BY WAY OF, AND SHALL BE LIMITED TO, THE TWO PRIVATE ROAD CROSSINGS HEREINABOVE MENTIONED, AND THE PARTIES OF THE SECOND PART WAIVE ANY AND ALL RIGHT OF ACCESS, BY NECESSITY OR OTHERWISE, TO THE SAID LAND HEREBY CONVEYED OR ANY PART THEREOF OVER THE REMAINING LANDS OF THE PARTY OF THE FIRST PART OTHER THAN THE ACCESS HEREINABOVE PROVIDED FOR IN THIS COVENANT.

3. THE PARTIES OF THE SECOND PART JOINTLY AND SEVERALLY SHALL ASSUME FULL RESPONSIBILITY FOR THE USE BY ANYONE WHOMSOEVER OF THE SAID CROSSINGS OR EITHER OF THEM, AND SHALL INDEMNIFY AND SAVE HARMLESS THE PARTY OF THE FIRST PART FROM AND AGAINST ALL CLAIMS, DEMANDS, DAMAGES, ACTIONS, JUDGMENTS, EXECUTIONS, COSTS AND CHARGES TO WHICH THE PARTY OF THE FIRST PART MAY BE SUBJECT, OR WHICH IT MAY HAVE TO PAY, BY REASON OF PERSONAL INJURY (INCLUDING INJURY RESULTING IN DEATH) OR DAMAGE TO OR LOSS OF PROPERTY CAUSED BY, RESULTING FROM OR IN ANY WAY CONNECTED WITH THE CONSTRUCTION, EXISTENCE, USE, MAINTENANCE, OR REMOVAL OF THE SAID CROSSINGS OR EITHER OF THEM WHEN NOT ATTRIBUTABLE SOLELY TO THE NEGLIGENCE OF THE PARTY OF THE FIRST PART, ITS AGENTS, OFFICERS OR EMPLOYEES, AND THE PARTIES OF THE SECOND PART HEREBY RELEASE THE PARTY OF THE FIRST PART FROM ANY AND ALL CLAIMS, DEMANDS AND LIABILITY FOR ANY DAMAGE THAT MAY BE DONE TO THE SAID CROSSINGS OR EITHER OF THEM OR INTERFERENCE WITH THE USE THEREOF BY REASON OF ANY OPERATIONS OF THE PARTY OF THE

Easton Iron And Metal Realty Phase One Environmental Site Assessment

FIRST PART BY OTHERWISE HOWSOEVER.

4. THE PARTIES OF THE SECOND PART SHALL AT THEIR SOLE COST AND EXPENSE OBTAIN AND KEEP IN FORCE, AS LONG AS THE ROADWAY EASEMENTS PROVIDED FOR IN PARAGRAPH NO. 1 HEREINABOVE SHALL CONTINUE TO EXIST, POLICIES INSURING THE PARTIES OF THE SECOND PART AGAINST THE RISK OF ANY AND ALL LOSS, DAMAGE, INJURY AND OTHER LIABILITY ABOVE MENTIONED. THE POLICIES TO REFER SPECIFICALLY TO THE LIABILITIES ASSUMED BY THE PARTIES OF THE SECOND PART UNDER THIS DEED, WITH AN INSURER AND IN AMOUNTS TO BE SATISFACTORY TO THE PARTY OF THE FIRST PART, PROVIDED THAT FOR THE FIRST TEN (10) YEARS AFTER THE DATE OF THIS DEED PUBLICLIABILITY INSURANCE SHALL BE MAINTAINED IN AN AMOUNT NOT LESS THAN \$50,000.00 FOR INJURY TO ANY ONE PERSON NOR LESS THAN \$100,000.00 FOR INJURIES SUSTAINED IN ANY ONE ACCIDENT, AND PROPERTY DAMAGE INSURANCE SHALL BE MAINTAINED IN AN AMOUNT NOT LESS THAN \$25,000.00 FOR INJURY TO THE PROPERTY OF ANY ONE PERSON NOR LESS THAN \$100,000.00 FOR ANY ONE ACCIDENT, THE SAID POLICIES TO CONTAIN A PROVISION, BY INDORSEMENT OR OTHERWISE, THAT THEY SHALL NOT TERMINATE OR BE CANCELLED FOR ANY REASON WITHOUT NINETY (90) DAYS' NOTICE IN WRITING TO THE PARTY OF THE FIRST PART FROM THE INSURER. THE PARTIES OF THE SECOND PART SHALL DELIVER TO THE PARTY OF THE FIRST PART SUCH POLICIES OR OTHER EVIDENCE THAT SUCH INSURANCE HAS BEEN OBTAINED AND IS IN FORCE. IN THE EVENT OF FAILURE OF THE PARTIES OF THE SECOND PART TO MAINTAIN SUCH INSURANCE OR TO FURNISH EVIDENCE THEREOF TO THE PARTY OF THE FIRST PART, THE PARTY OF THE FIRST PART MAY OBTAIN SUCH INSURANCE AND THE PARTIES OF THE SECOND PART SHALL REIMBURSE THE PARTY OF THE FIRST PART IN THE AMOUNT OF THE COST THEREOF UPON PRESENTATION OF BILLS.

5. THE PARTIES OF THE SECOND PART AT THEIR SOLE COST AND EXPENSE SHALL FURNISH ALL LABOR AND MATERIALS, CONSTRUCT AND MAINTAIN THE PRIVATE ROAD CROSSINGS PROVIDED FOR IN PARAGRAPH NO. 1 ABOVE OR SHALL PAY THE PARTY OF THE FIRST PART FOR SO DOING PROMPTLY UPON PRESENTATION OF BILLS THEREFOR. THE CONSTRUCTION, MAINTENANCE AND USE OF THE SAID CROSSINGS SHALL BE UNDER THE DIRECTION AND TO THE SATISFACTION OF THE PARTY OF THE FIRST PART, INCLUDING BUT NOT LIMITED TO THE APPROVAL OF THE QUALITY AND QUANTITY OF THE MATERIALS USED IN THE CONSTRUCTION, OR MAINTENANCE THEREOF, AND THE TIME OF ENGAGING IN WORK OR REPAIRS ON THE RIGHT OF WAY OR LANDS OF THE PARTY OF THE FIRST PART, SO AS NOT IN ANY WAY OR AT ANY TIME TO INTERFERE WITH, IMPEDE OR ENDANGER THE OPERATIONS OF THE RAILROAD OR THE USE OF THE RIGHT OF WAY AND LANDS OF THE PARTY OF THE FIRST PART. AFTER ANY SUCH WORK OR ALTERATIONS ARE COMPLETED THE RIGHT OF WAY AND LANDS OF THE PARTY OF THE FIRST PART SHALL BE LEFT IN AS GOOD CONDITION AS THEY WERE PRIOR TO THE COMMENCEMENT OF THE WORK OR ALTERATIONS. THE PARTIES OF THE SECOND PART AGREE TO TAKE DURING THE CONSTRUCTION OF THE CROSSINGS AND DURING REPAIR OR MAINTENANCE THEREOF WHATEVER PRECAUTIONS THE PARTY OF THE FIRST PART MAY DEEM NECESSARY IN ORDER TO SECURE SAFETY IN THE CONDUCT OF ITS OPERATIONS.

6. THE TRAINS, LOCOMOTIVES, CARS AND OTHER ROLLING EQUIPMENT OF THE PARTY OF THE FIRST PART SHALL AT ALL TIMES HAVE THE RIGHT OF WAY OF THE CROSSINGS AND AT THE LOCATION OF ANY WORK THEREON.

7. THE PARTIES OF THE SECOND PART AGREE THAT UPON THE APPROACH OF THE TRAINS, LOCOMOTIVES, CARS OR OTHER ROLLING EQUIPMENT OF THE PARTY OF THE FIRST PART AT THE LOCATION OF THE CROSSINGS, ALL ATTEMPT TO CROSS THE TRACK OR TRACKS AT EITHER LOCATION BY THE PARTIES OF THE SECOND PART OR THE OFFICERS, AGENTS, EMPLOYEES, INVITEES OR LICENSEES OF THE PARTIES OF THE SECOND PART, SHALL STOP UNTIL THE TRAINS

Easton Iron And Metal Realty Phase One Environmental Site Assessment

LOCOMOTIVES, CARS AND OTHER ROLLING EQUIPMENT OF THE PARTY OF THE FIRST PART SHALL HAVE CEASED TO OPERATE IN THE IMMEDIATE VICINITY OF THE CROSSINGS OR OF ANY WORK THEREON.

8. THE PARTIES OF THE SECOND PART SHALL AT ALL TIMES KEEP THE CROSSINGS CLEAR OF ALL OBSTRUCTIONS INCLUDING SNOW, ICE AND OTHER DEBRIS. IF THE PARTIES OF THE SECOND PART FAIL TO PERFORM THIS OBLIGATION, THE PARTY OF THE FIRST PART MAY DO SUCH WORK AND THE PARTIES OF THE SECOND PART SHALL PAY THE PARTY OF THE FIRST PART FOR SO DOING PROMPTLY UPON PRESENTATION OF BILLS THEREFOR.

9. THE PARTY OF THE FIRST PART SHALL BE AT LIBERTY TO MAKE ANY CHANGES THAT IT MAY DESIRE IN THE LOCATION OR MANNER OF CONSTRUCTION OF ITS TRACKS, TO LAY ADDITIONAL TRACKS AT THE LOCATION OF SAID CROSSINGS, AND TO MAKE ANY USE OF ITS LANDS AND RIGHT OF WAY THAT IT MAY DESIRE AS FULLY AND FREELY AS THOUGH THIS DEED HAD NOT BEEN ENTERED INTO, WITHOUT LIABILITY TO THE PARTIES OF THE SECOND PART FOR ANY DAMAGE EXPENSE OR INCONVENIENCE CAUSED THEREBY.

10. THE PARTIES OF THE SECOND PART SHALL PAY ALL EXPENSES NOW OR HEREAFTER INCURRED INCIDENT TO THE CONSTRUCTION, INSTALLATION, MAINTENANCE AND USE OF THE CROSSINGS ABOVE MENTIONED, AND ALL EXPENSES IN CONNECTION THEREWITH WHICH MAY BE NECESSITATED BY ANY CHANGES OR RECONSTRUCTION OF OR ADDITION TO THE FACILITIES OF THE PARTY OF THE FIRST PART.

11. IN THE EVENT THAT THE PARTIES OF THE SECOND PART ABANDON THE USE OF THE SAID CROSSINGS OR OF EITHER OF THEM, THEY SHALL PROMPTLY NOTIFY THE PARTY OF THE FIRST PART IN WRITING OF SUCH ABANDONMENT AND THEREAFTER THE PARTIES OF THE SECOND PART SHALL AT THEIR SOLE COST AND EXPENSE REMOVE THE CROSSING OR CROSSINGS USE OF WHICH HAS BEEN ABANDONED FROM THE PROPERTY OF THE PARTY OF THE FIRST PART AND SHALL RESTORE THE SAID PROPERTY TO ITS FORMER CONDITION AND ERECT BARRICADES ON EITHER SIDE OF SUCH CROSSING OR CROSSINGS IN ORDER TO PREVENT FURTHER USE THEREOF, AND IF THE PARTIES OF THE SECOND PART SHALL FAIL SO TO DO THE PARTY OF THE FIRST PART MAY AT THE EXPENSE OF THE PARTIES OF THE SECOND PART DO WHATEVER IT SHALL DEEM NECESSARY IN THE PREMISES AND THE PARTIES OF THE SECOND PART SHALL REIMBURSE THE PARTY OF THE FIRST PART, UPON PRESENTATION OF BILLS FOR THE EXPENSE THEREOF.

THE PARTIES OF THE SECOND PART FOR THEMSELVES, THEIR SUCCESSORS AND ASSIGNS BY THE ACCEPTANCE OF THIS DEED RELEASE THE PARTY OF THE FIRST PART, ITS SUCCESSORS AND ASSIGNS FROM ANY AND ALL OBLIGATIONS TO ERECT AND/OR MAINTAIN A FENCE BETWEEN THE LAND HEREBY CONVEYED AND THE REMAINING LANDS OF THE PARTY OF THE FIRST PART.

AND THE SAID PARTY OF THE FIRST PART DOES HEREBY COVENANT AND AGREE TO AND WITH THE SAID PARTIES OF THE SECOND PART, THAT IT, THE SAID PARTY OF THE FIRST PART, WILL WARRANT SPECIALLY THE PREMISES HEREBY CONVEYED, UNDER AND SUBJECT, AS AFORESAID.

IN WITNESS WHEREOF, THE SAID PARTY OF THE FIRST PART HAS CAUSED THIS DEED TO BE SIGNED BY ITS PRESIDENT AND ITS CORPORATE SEAL TO BE HEREUNTO AFFIXED AND THE SAME TO BE ATTESTED BY THE SIGNATURE OF ITS SECRETARY, THE DAY AND YEAR FIRST ABOVE WRITTEN.

LEHIGH VALLEY RAILROAD COMPANY

BY: C. A. MAJOR,
PRESIDENT

ATTEST: D. J. MULLAWE,
SECRETARY

(CORPORATE SEAL)

\$14.85 U. S. REVENUE STPS.

\$132.50 STATE TAX STPS.

EASTON REAL EST. STP. NO. 29732

CITY TAX \$14.00

Easton Iron And Metal Realty Phase One Environmental Site Assessment

COMMONWEALTH OF PENNSYLVANIA
 COUNTY OF NORTHAMPTON 1 531

ON THIS 20TH DAY OF SEPTEMBER 1957, BEFORE ME, CHARLES F. MITCHELL THE UNDER-
 SIGNED OFFICER, PERSONALLY APPEARED F. D. KADLEC, WHO ACKNOWLEDGED HIMSELF TO BE A
 VICE-PRESIDENT OF BETHLEHEM LAND CORPORATION, A CORPORATION, AND THAT HE AS SUCH
 VICE-PRESIDENT BEING AUTHORIZED TO DO SO, EXECUTED THE FOREGOING INSTRUMENT FOR THE
 PURPOSES THEREIN CONTAINED BY SIGNING THE NAME OF SAID CORPORATION BY HIMSELF AS
 VICE-PRESIDENT.

IN WITNESS WHEREOF, I HEREBY SET MY HAND AND OFFICIAL SEAL.

CHARLES F. MITCHELL (M. P. SEAL)

MY COMMISSION EXPIRES MAR. 9, 1959

I HEREBY CERTIFY THAT THE PRECISE RESIDENCE OF THE WITHIN MARKED GRANTEE IS 2001
 HODDGEWELL ROAD, BETHLEHEM, PENNSYLVANIA.

M. R. DOWD
 ON BEHALF OF THE GRANTEE

ENTERED SEPTEMBER 25, 1957 AT 2:21 P. M.

LEHIGH VALLEY RAILROAD COMPANY) THIS DEED MADE THE 20TH DAY OF DECEMBER IN THE YEAR
 TO) NINETEEN HUNDRED AND FIFTY-SIX (1956) BETWEEN THE
 WILLIAM WEITZMAN, ET AL.) LEHIGH VALLEY RAILROAD COMPANY, A CORPORATION OF

THE STATE OF PENNSYLVANIA, HAVING ITS RESIDENCE

(PRINCIPAL OFFICE) AT NO. 425 BRIGHTON STREET, IN THE CITY OF BETHLEHEM, COUNTY OF
 NORTHAMPTON AND STATE OF PENNSYLVANIA, PARTY OF THE FIRST PART, AND WILLIAM WEITZMAN,
 PHILIP J. GOLDMAN, JULIUS NEIDITCH AND WILLIAM F. HACKMAN OF THE CITY OF EASTON AND
 ENVIRONS, COUNTY OF NORTHAMPTON AND STATE OF PENNSYLVANIA, PARTNERS TRADING AS
 EASTON IRON AND METAL COMPANY, PARTIES OF THE SECOND PART;

WITNESSETH: THAT IN CONSIDERATION OF THE SUM OF THIRTEEN THOUSAND TWO HUNDRED
 FIFTY DOLLARS (\$13,250.00) IN HAND PAID, THE RECEIPT WHEREOF IS HEREBY ACKNOWLEDGED,
 THE SAID PARTY OF THE FIRST PART DOES HEREBY GRANT AND CONVEY TO THE SAID PARTIES
 OF THE SECOND PART, ALL THAT CERTAIN TRACT OR PARCEL OF LAND, TOGETHER WITH THE TWO
 BUILDINGS OF THE PARTY OF THE FIRST PART LOCATED THEREON, AS SHOWN IN SOLID GREEN
 ON THE MAP HEREINAFTER REFERRED TO, IN THE CITY OF EASTON, COUNTY OF NORTHAMPTON AND
 STATE OF PENNSYLVANIA, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN LANDS OF LEHIGH VALLEY RAILROAD COMPANY IN THE DIVIDING
 LINE BETWEEN LANDS OF LEHIGH VALLEY RAILROAD COMPANY FORMERLY OF JOHN O. WAGENER AND
 LANDS OF LEHIGH VALLEY RAILROAD COMPANY FORMERLY OF ESTATE OF GEORGE SMITH, DECEASED
 DISTANT FORTY-FIVE (45) FEET SOUTHERLY MEASURED RADIALLY, FROM THE CENTER LINE OF
 MAIN TRACK OF BUSHKILL BRANCH OF LEHIGH VALLEY RAILROAD; THENCE THROUGH LANDS OF
 LEHIGH VALLEY RAILROAD COMPANY THE FOLLOWING FIVE COURSES AND DISTANCES: (1) SOUTH
 EIGHTY-EIGHT DEGREES THIRTY-THREE MINUTES FIFTY-FIVE SECONDS EAST ONE HUNDRED
 EIGHTY-FOUR AND NINETY-THREE HUNDREDTHS (184.93) FEET TO A POINT DISTANT FORTY-SIX

Easton Iron And Metal Realty Phase One Environmental Site Assessment

AND FIVE-TENTHS (46.5) FEET SOUTHERLY, MEASURED RADIALY, FROM SAID CENTER LINE OF MAIN TRACK; (2) NORTH EIGHTY-FOUR DEGREES FIFTY-FOUR MINUTES EAST, TWO HUNDRED THIRTY (230) FEET TO A POINT DISTANT FORTY-FOUR AND TWENTY-FIVE HUNDREDTHS (44.25) FEET SOUTHERLY, MEASURED AT RIGHT ANGLES FROM SAID CENTER LINE OF MAIN TRACK; (3) NORTH EIGHTY-FOUR DEGREES SEVEN MINUTES EAST, EIGHTY-EIGHT (88) FEET TO A POINT DISTANCE THIRTY-EIGHT AND TWENTY-FIVE HUNDREDTHS (38.25) FEET SOUTHERLY, MEASURED AT RIGHT ANGLES, FROM SAID CENTER LINE OF MAIN TRACK; (4) NORTH EIGHTY-FOUR DEGREES NO MINUTES EAST, FOUR HUNDRED NINETY-THREE AND TWO TENTHS (493.2) FEET TO A POINT DISTANCE THIRTY-SIX AND SIXTY-SEVEN HUNDREDTHS (36.67) FEET SOUTHERLY, MEASURED AT RIGHT ANGLES FROM SAID CENTER LINE OF MAIN TRACK; (5) SOUTH FIVE DEGREES FORTY-NINE MINUTES EAST, ONE HUNDRED NINETY-TWO AND FOUR HUNDRED FOUR THOUSANDTHS (192.406) FEET TO A POINT IN BUSHKILL CREEK; THENCE WESTERLY ALONG SAID BUSHKILL CREEK THE FOLLOWING SEVEN COURSES AND DISTANCES: (6) SOUTH SIXTY-THREE DEGREES TWENTY-FOUR MINUTES WEST, SEVENTY-THREE AND NINE HUNDRED EIGHT THOUSANDTHS (73.908) FEET TO A POINT (7) SOUTH SIXTY-SIX DEGREES THIRTY-NINE MINUTES WEST, TWO HUNDRED EIGHTY-SEVEN (287) FEET TO A POINT; (8) NORTH EIGHTY DEGREES FIFTY-ONE MINUTES WEST, SIXTY-SIX (66) FEET TO A POINT; (9) NORTH SIXTY-TWO DEGREES TWENTY-ONE MINUTES WEST, TWO HUNDRED NINETY-FOUR (294) FEET TO A POINT; (10) NORTH SIXTY-SIX DEGREES TWENTY-ONE MINUTES WEST, ONE HUNDRED TWENTY-EIGHT (128) FEET TO A POINT; (11) NORTH SEVENTY-SEVEN DEGREES FIFTY-ONE MINUTES WEST, ONE HUNDRED FORTY-FIVE (145) FEET TO A POINT; (12) NORTH EIGHTY-THREE DEGREES SIX MINUTES WEST, NINETY-EIGHT (98) FEET TO A POINT IN SAID DIVIDING LINE BETWEEN LANDS OF LEHIGH VALLEY RAILROAD COMPANY FORMERLY OF JOHN O. WAGENER AND LANDS OF LEHIGH VALLEY RAILROAD COMPANY, FORMERLY OF ESTATE OF GEORGE SMITH, DECEASED, THENCE (13) NORTH NO DEGREES SIX MINUTES WEST, ALONG SAID LAST-MENTIONED DIVIDING LINE A DISTANCE OF TWENTY-ONE AND THREE TENTHS (21.3) FEET TO THE POINT OR PLACE OF BEGINNING. CONTAINING FOUR (4) ACRES OF LAND, MORE OR LESS, AND SHOWN OUTLINED IN GREEN ON THE MAP ATTACHED HERETO AND MADE A PART HEREOF, ENTITLED:

"LEHIGH VALLEY RAILROAD
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UNDER AND SUBJECT TO THE EASEMENT TAKEN BY THE STATE OF PENNSYLVANIA THROUGH ITS HIGHWAY DEPARTMENT, FOR THE RELOCATION OF BUSHKILL CREEK.

UNDER AND SUBJECT TO THE FOLLOWING AGREEMENTS AS BY REFERENCE THERETO WILL MORE FULLY APPEAR WITH THE SAME FORCE AND EFFECT AS THROUGH HEREIN SET FORTH AT LENGTH.

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Easton Iron And Metal Realty Phase One Environmental Site Assessment

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(D) DATED APRIL 29, 1953 BETWEEN THE LEHIGH VALLEY RAILROAD COMPANY AND THE METROPOLITAN EDISON COMPANY COVERING, INTER ALIA, THE INSTALLATION, MAINTENANCE AND USE OF POLES, WIRES, GUYS AND ANCHORS ON THE LAND HEREBY CONVEYED;

FURTHER IN CONSIDERATION AS AFORESAID AND IN CONSIDERATION OF THE MUTUAL PREMISES AND AGREEMENTS HEREINAFTER IN THIS COVENANT SET FORTH, THE PARTY OF THE FIRST PART DOES BY THE DELIVERY OF THIS DEED COVENANT AND AGREE, AND THE PARTIES OF THE SECOND PART JOINTLY AND SEVERALLY DO BY THE ACCEPTANCE OF THIS DEED COVENANT AND AGREE AS SET FORTH IN THE PARAGRAPHS FOLLOWING NUMBERED 1 TO 11 INCLUSIVE; AND ALL THE PROMISES AND AGREEMENTS SET FORTH IN SAID 11 PARAGRAPHS FOLLOWING SHALL BE CONSTRUED TO BE RECIPROCAL AND MUTUAL AND TO BE PARTS OF A SINGLE INDIVISIBLE COVENANT, SHALL RUN WITH THE LAND HEREBY CONVEYED AND SHALL BE BINDING UPON THE SUCCESSORS AND ASSIGNS OF THE PARTIES HERETO; IT BEING THE INTENTION OF THE PARTIES HERETO THAT THE ACCESS HEREBY PROVIDED TO THE LAND HEREBY CONVEYED SHALL AT ALL TIMES IN THE FUTURE BE AND REMAIN SUBJECT TO ALL THE OBLIGATIONS OF THE PARTIES OF THE SECOND PART HEREINAFTER SET FORTH IN PARAGRAPHS 1 TO 11 INCLUSIVE;

1. THE PARTIES OF THE SECOND PART SHALL HAVE THE RIGHT, LIBERTY AND EASEMENT TO CONSTRUCT, MAINTAIN AND USE TWO PRIVATE ROAD CROSSINGS ATGRADE ACROSS AND OVER THE RIGHT OF WAY OF THE PARTY OF THE FIRST PART WITHIN THE BOUNDARIES OF THE TWO STRIPS OF LAND, EACH FIFTEEN (15) FEET IN WIDTH, SHOWN OUTLINED IN BROWN UPON THE AFORESAID MAP, SUBJECT TO ALL THE PROVISIONS HEREINAFTER SET FORTH IN THE REMAINING PARAGRAPHS OF THIS COVENANT NUMBERED 2 TO 11 INCLUSIVE.

2. ACCESS TO THE LAND HEREBY CONVEYED FROM BUSHKILL ROAD SHALL BE BY WAY OF, AND SHALL BE LIMITED TO, THE TWO PRIVATE ROAD CROSSINGS HEREINABOVE MENTIONED, AND THE PARTIES OF THE SECOND PART WAIVE ANY AND ALL RIGHT OF ACCESS, BY NECESSITY OR OTHERWISE, TO THE SAID LAND HEREBY CONVEYED OR ANY PART THEREOF OVER THE REMAINING LANDS OF THE PARTY OF THE FIRST PART OTHER THAN THE ACCESS HEREINABOVE PROVIDED FOR IN THIS COVENANT.

3. THE PARTIES OF THE SECOND PART JOINTLY AND SEVERALLY SHALL ASSUME FULL RESPONSIBILITY FOR THE USE BY ANYONE WHOMSOEVER OF THE SAID CROSSINGS OR EITHER OF THEM, AND SHALL INDEMNIFY AND SAVE HARMLESS THE PARTY OF THE FIRST PART FROM AND AGAINST ALL CLAIMS, DEMANDS, DAMAGES, ACTIONS, JUDGMENTS, EXECUTIONS, COSTS AND CHARGES TO WHICH THE PARTY OF THE FIRST PART MAY BE SUBJECT, OR WHICH IT MAY HAVE TO PAY, BY REASON OF PERSONAL INJURY (INCLUDING INJURY RESULTING IN DEATH) OR DAMAGE TO OR LOSS OF PROPERTY CAUSED BY, RESULTING FROM OR IN ANY WAY CONNECTED WITH THE CONSTRUCTION, EXISTENCE, USE, MAINTENANCE, OR REMOVAL OF THE SAID CROSSINGS OR EITHER OF THEM WHEN NOT ATTRIBUTABLE SOLELY TO THE NEGLIGENCE OF THE PARTY OF THE FIRST PART, ITS AGENTS, OFFICERS OR EMPLOYEES, AND THE PARTIES OF THE SECOND PART HEREBY RELEASE THE PARTY OF THE FIRST PART FROM ANY AND ALL CLAIMS, DEMANDS AND LIABILITY FOR ANY DAMAGE THAT MAY BE DONE TO THE SAID CROSSINGS OR EITHER OF THEM OR INTERFERENCE WITH THE USE THEREOF BY REASON OF ANY OPERATIONS OF THE PARTY OF THE

FORM 6872a 1-64 2000

WILLIAM WEITZMAN ET AL.
TO
WILLIAM WEITZMAN ET AL.

This Indenture,

Made the 27TH day of MAY in the year of our Lord one thousand nine hundred and FIFTY-FIVE (1955)

Between WILLIAM WEITZMAN, PHILIP J. GOLDMAN AND ROLAND BULLOCK, OF THE TOWNSHIP OF FORKS, CITY OF EASTON, NORTHAMPTON COUNTY, PENNSYLVANIA AND THE TOWN OF PHILLIPSBURG, WARREN COUNTY, NEW JERSEY, RESPECTIVELY, PARTNERS TRADING AS EASTON IRON AND METAL COMPANY PARTIES OF THE FIRST PART, AND WILLIAM WEITZMAN, PHILIP J. GOLDMAN, JULIUS NEIDITCH AND WILLIAM F. HACKMAN, OF THE CITY OF EASTON, NORTHAMPTON COUNTY, PENNSYLVANIA, PARTNERS TRADING AS EASTON IRON AND METAL COMPANY, PARTIES

of the second part: WITNESSETH, that the said part 1ES of the first part, for and in consideration of the sum of EIGHT THOUSAND FIVE HUNDRED (\$8,500.00) DOLLARS

lawful money of the United States of America, well and truly paid by the said part 1ES of the second part, to the said part 1ES of the first part, at and before the enrolling and delivery of these presents, the receipt whereof is hereby acknowledged, HAVE granted, bargained, sold, aliened, enfeoffed, released, conveyed and confirmed, and by these presents DO grant, bargain, sell, alien, enfeoff, release, convey and confirm unto the said part 1ES of the second part THEIR SUCCESSORS

ALL THAT CERTAIN TRACT OR PIECE OF GROUND WITH BUILDINGS AND IMPROVEMENTS THEREON ERECTED, SITUATE ON THE NORTH SIDE OF LEHICTON STREET, ALSO KNOWN AS BUSHKILL DRIVE, IN THE CITY OF EASTON, COUNTY OF NORTHAMPTON AND STATE OF PENNSYLVANIA, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A STONE IN LINE OF LAND NOW OR LATE OF JOHN FEHR, THENCE BY LAND FORMERLY OF D. D. WAGENER NORTH EIGHTY-ONE AND THREE-QUARTERS (81.75) DEGREES EAST TWENTY-FIVE AND THREE-TENTHS (25.3) PERCHES, THENCE BY THE SAME SOUTH SIX AND ONE-QUARTER (6.25) DEGREES EAST THIRTY-FIVE AND FORTY-EIGHT ONE-HUNDREDTHS (35.48) PERCHES TO A POINT IN CENTER OF SAID LEHICTON STREET, ALSO KNOWN AS BUSHKILL DRIVE, THENCE ALONG THE CENTER OF SAID STREET SOUTH EIGHTY-THREE AND THREE-FOURTHS (83.75) DEGREES WEST TWENTY-TWO AND THREE-TENTHS (22.3) PERCHES TO A BEND IN SAID ROAD, THENCE STILL ALONG THE CENTER OF SAID STREET SOUTH EIGHTY-NINE AND ONE-QUARTER (89.25) DEGREES WEST EIGHT (8) PERCHES TO A POINT IN THE CENTER OF SAID STREET AND IN LINE OF LAND NOW OR LATE OF GEORGE SMITH'S ESTATE, THENCE ALONG THE SAME AND LAND NOW OR LATE OF JOHN FEHR AFORESAID NORTH TWO AND ONE-QUARTER (2.25) DEGREES WEST THIRTY-FOUR AND THREE-TENTHS (34.3) PERCHES TO THE PLACE OF BEGINNING, CONTAINING SIX (6) ACRES AND ELEVEN AND THREE-QUARTERS (11.75) PERCHES OF LAND, MORE OR LESS.

AND ALSO ALL THAT CERTAIN LOT OR PIECE OF LAND WITH BUILDINGS AND IMPROVEMENTS THEREON ERECTED, SITUATE IN THE CITY OF EASTON, NORTHAMPTON COUNTY, STATE OF PENNSYLVANIA, BOUNDED AND DESCRIBED AS FOLLOWS, TO WIT:

BEGINNING IN THE CENTER OF THE BUSHKILL CREEK, THENCE NORTH FOUR (4) DEGREES THIRTY-FIVE (35) MINUTES WEST FIVE HUNDRED TEN AND SEVEN-TENTHS (510.7) FEET CROSSING THE PUBLIC ROAD AND ALONG LINE OF LAND NOW OR LATE OF THE ESTATE OF DAVID U. WAGENER TO A CORNER OF A FENCE, THENCE NORTH EIGHTY-SEVEN (87) DEGREES WEST THREE HUNDRED FIFTY-NINE AND SEVEN-TENTHS (359.7) FEET ALONG LINE OF LAND NOW OR LATE OF PETER CORRELL TO AN IRON PIN OR STAKE AND CORNER, THENCE BY THE SAME SOUTH TWO (2) DEGREES THIRTY (30) MINUTES WEST THREE HUNDRED FIFTY-NINE AND SEVEN-TENTHS (359.7) FEET TO A POST AND CORNER OF FENCE THENCE SOUTH SIXTEEN (16) DEGREES THIRTY (30) MINUTES WEST THIRTY-THREE (33) FEET TO THE PUBLIC ROAD AFORESAID, THENCE ALONG THE SAME SOUTH SEVENTY-SIX (76) DEGREES FIFTEEN (15) MINUTES WEST TWO HUNDRED FIFTY-SEVEN AND FOUR-TENTHS (257.4) FEET TO AN IRON PIN ALONG THE SAID ROAD, THENCE CROSSING THE SAID ROAD SOUTH SIX (6) DEGREES THIRTY-FIVE (35) MINUTES EAST NINETY-NINE (99) FEET TO THE CENTER OF THE CREEK AFORESAID, THENCE DOWN THE SAID CREEK THE SEVERAL COURSES AND DISTANCES THEREOF TO THE PLACE OF BEGINNING, THE SAID COURSES BEING THE TRUE MERIDIAN AND VARIATION FOUR AND ONE-HALF (4.5) DEGREES WEST, CONTAINING FIVE (5) ACRES, MORE OR LESS.

BEING THE SAME PREMISES WHICH WILLIAM WEITZMAN AND PHILIP J. GOLDMAN, PARTNERS TRADING AS EASTON IRON AND METAL COMPANY, DID BY THEIR DEED DATED FEBRUARY 13, 1953, AND RECORDED IN THE OFFICE FOR THE RECORDING OF DEEDS IN AND FOR NORTHAMPTON COUNTY, PENNSYLVANIA, IN DEED BOOK C, VOLUME 95, PAGE 14, ETC., GRANT AND CONVEY UNTO WILLIAM WEITZMAN, PHILIP J. GOLDMAN AND ROLAND BULLOCK, PARTNERS TRADING AS EASTON IRON AND METAL COMPANY, GRANTORS HEREIN.

Easton Iron And Metal Realty Phase One Environmental Site Assessment

Together with all and singular, the buildings, improvements, woods, ways, rights, liberties, privileges, hereditaments and appurtenances, to the same belonging, or in any wise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and of every part and parcel thereof: AND ALSO all the estate, right, title, interest, ^{properly, possession, claim and demand} whatsoever, both in law and equity, of the said part 1ES of the first part, of, in, and to the said premises, with the appurtenances; TOGETHER WITH ALL AND SINGULAR THE MACHINES AND MACHINERY, APPLIANCES, TOOLS AND FIXTURES ERECTED, OR WHICH MAY HEREAFTER BE ERECTED ON THE REAL ESTATE HEREINABOVE DESCRIBED, OR CONSTITUTING IN CONNECTION THEREWITH THE PLANT OF THE SAID EASTON IRON AND METAL COMPANY, IT BEING THE INTENTION OF THIS INDENTURE TO INCLUDE AS PART OF SAID REAL ESTATE, SAID MACHINES, MACHINERY, APPLIANCES, TOOLS AND FIXTURES.

We have and to hold the said premises, with all and singular the appurtenances,

unto the said part 1ES of the second part, THEIR SUCCESSORS ~~AND~~ and assigns, to the only proper use, benefit and behoof of the said part 1ES of the second part. THEIR SUCCESSORS ~~by~~ and assigns forever. IN THE FOLLOWING PROPORTIONS A ONE-THIRD (1/3) UNDIVIDED INTEREST UNTO WILLIAM WEITZMAN A ONE-THIRD (1/3) UNDIVIDED INTEREST UNTO PHILIP J. GOLDMAN, A ONE-SIXTH (1/6) UNDIVIDED INTEREST UNTO JULIUS NEIDITCH AND A ONE-SIXTH (1/6) UNDIVIDED INTEREST UNTO WILLIAM F. HACKMAN,

AND the said PARTIES OF THE FIRST PART, THEIR SUCCESSORS AND ASSIGNS

~~THEIR SUCCESSORS~~ by these presents, covenant, grant and agree to and with the said part 1ES of the second part, THEIR ~~AND~~ SUCCESSORS and assigns forever, that THEY the said

PARTIES OF THE FIRST PART, THEIR SUCCESSORS AND ASSIGNS

~~THEY~~, all and singular the hereditaments and premises hereinabove described and granted, or mentioned, and intended so to be, with the appurtenances, unto the said part 1ES of the second part, THEIR ~~AND~~ SUCCESSORS and assigns, against THEM the said

PARTIES OF THE FIRST PART, THEIR SUCCESSORS AND ASSIGNS

~~THEY~~, and against all and every other person or persons whomsoever lawfully claiming or to claim the same or any part thereof,

Shall and will BY THESE PRESENTS Warrant and forever Defend.

In Witness Whereof, the said part 1ES of the first part to these presents HAVE hereunto set THEIR hand & seal & Dated the day and year first above written.

SIGNED, SEALED AND DELIVERED
in the presence of us:
CHAUNCEY D. HOWELL
CHAUNCEY D. HOWELL
CHAUNCEY D. HOWELL

WILLIAM WEITZMAN
PHILIP J. GOLDMAN
ROLAND BULLOCK



RECEIVED, the day of the date of the above indenture, of the above named
EASTON REAL EST. STP. NO. 28546 \$9.35 U. S. REVENUE STPS.
CITY TAX \$9.00 \$85.00 STATE TAX STPS.

STATE OF PENNSYLVANIA } SS.
COUNTY OF NORTHAMPTON

On the 27TH day of MAY Anno Domini 19 55 . before me
A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE

the undersigned officer, personally appeared WILLIAM WEITZMAN, PHILIP J. GOLDMAN AND ROLAND BULLOCK,
PARTNERS TRADING AS EASTON IRON AND METAL COMPANY,

known to me (or satisfactorily proven) to be the persons whose name ~~ARE~~ subscribed to the within instrument, and acknowledged that THEY HAVE executed the same for the purposes therein contained, and desired the same might be recorded as such.

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

MADGE E. FORNEY (M. P. SEAL)

My Commission Expires JUNE 6, 1955

I do certify that the precise residence of the within named grantee is 1100 BUSHKILL DRIVE, EASTON, PA.
A. ALBERT GROSS, ATTY.

THIS DEED WAS ENTERED MAY 27, 1955 AT 2:21 P. M. On behalf of the Grantee

WILLIAM WEITZMAN AND AN.
TO
WILLIAM WEITZMAN, ET AL

This Indenture,

Made the THIRTEENTH day of
FEBRUARY in the year of our Lord
one thousand nine hundred and FIFTY THREE (1953)

Between WILLIAM WEITZMAN AND PHILIP J. GOLDMAN OF THE TOWNSHIP OF FORKS AND CITY OF EASTON, RESPECTIVELY, NORTHAMPTON COUNTY, PENNSYLVANIA, PARTNERS TRADING AS EASTON IRON AND METAL COMPANY, PARTIES OF THE FIRST PART; AND WILLIAM WEITZMAN, PHILIP J. GOLDMAN AND ROLAND BULLOCK, OF THE TOWNSHIP OF FORKS AND THE CITY OF EASTON, NORTHAMPTON COUNTY, PENNSYLVANIA AND THE TOWN OF PHILLIPSBURG, WARREN COUNTY, NEW JERSEY, RESPECTIVELY, PARTNERS TRADING AS EASTON IRON AND METAL COMPANY, PARTIES

of the second part: *WITNESSETH*, that the said part 1ES of the first part, for and in consideration of the sum of ONE (\$1.00) AND OTHER VALUABLE CONSIDERATION

lawful money of the United States of America, well and truly paid by the said part 1ES of the second part, to the said part 1ES of the first part, at and before the enrolling and delivery of these presents, the receipt whereof is hereby acknowledged. **HAVE** granted, bargained, sold, aliened, enfeoffed, released, conveyed and confirmed, and by these presents **DO** grant, bargain, sell, alien, enfeoff, release, convey and confirm unto the said part 1ES of the second part **THEIR** heirs and assigns.

ALL THAT CERTAIN TRACT OR PIECE OF GROUND WITH BUILDINGS AND IMPROVEMENTS THEREON ERECTED, SITUATE ON THE NORTH SIDE OF LEHICTON STREET, ALSO KNOWN AS BUSHKILL DRIVE, IN THE CITY OF EASTON, COUNTY OF NORTHAMPTON AND STATE OF PENNSYLVANIA, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A STONE IN LINE OF LAND NOW OR LATE OF JOHN FEHR, THENCE BY LAND FORMERLY OF D. D. WAGENER NORTH EIGHTYONE AND THREE QUARTERS (81 3/4) DEGREES EAST TWENTY FIVE AND THREE TENTHS (25.3) PERCHES; THENCE BY THE SAME SOUTH SIX AND ONE QUARTER (6 1/4) DEGREES EAST THIRTY FIVE AND FORTYEIGHT ONE HUNDREDTHS (35.48) PERCHES TO A POINT IN CENTER OF SAID LEHICTON STREET, ALSO KNOWN AS BUSHKILL DRIVE THENCE ALONG THE CENTER OF SAID STREET SOUTH EIGHTY THREE AND THREE FOURTHS (83 3/4) DEGREES WEST TWENTY TWO AND THREE TENTHS (22.3) PERCHES TO A BEND IN SAID ROAD; THENCE STILL ALONG THE CENTER OF SAID STREET SOUTH EIGHTY NINE AND ONE QUARTER (89 1/4) DEGREES WEST EIGHT (8) PERCHES TO A POINT IN THE CENTER OF SAID STREET AND IN LINE OF LAND NOW OR LATE OF GEORGE SMITH'S ESTATE, THENCE ALONG THE SAME AND LAND NOW OR LATE OF JOHN FEHR AFORESAID NORTH TWO AND ONE QUARTER (2 1/4) DEGREES WEST THIRTY FOUR AND THREE TENTHS (34.3) PERCHES TO THE PLACE OF BEGINNING, CONTAINING SIX (6) ACRES AND ELEVEN AND THREE QUARTERS (11 3/4) PERCHES OF LAND, MORE OR LESS.

AND ALSO ALL THAT CERTAIN LOT OR PIECE OF LAND WITH BUILDINGS AND IMPROVEMENTS THEREON ERECTED, SITUATE IN THE CITY OF EASTON, NORTHAMPTON COUNTY, STATE OF PENNSYLVANIA, BOUNDED AND DESCRIBED AS FOLLOWS, TO WIT:

BEGINNING IN THE CENTER OF THE BUSHKILL CREEK, THENCE NORTH FOUR (4) DEGREES THIRTY FIVE (35) MINUTES WEST FIVE HUNDRED TEN AND SEVEN TENTHS (510.7) FEET CROSSING THE PUBLIC ROAD AND ALONG LINE OF LAND NOW OR LATE OF THE ESTATE OF DAVID D. WAGENER TO A CORNER OF A FENCE, THENCE NORTH EIGHTY SEVEN (87) DEGREES WEST THREE HUNDRED FIFTY NINE AND SEVEN TENTHS (359.7) FEET ALONG LINE OF LAND NOW OR LATE OF PETER CORRELL TO AN IRON PIN OR STAKE AND CORNER, THENCE BY THE SAME SOUTH TWO (2) DEGREES THIRTY (30) MINUTES WEST THREE HUNDRED FIFTY NINE AND SEVEN TENTHS (359.7) FEET TO A POST AND CORNER OF FENCE, THENCE SOUTH SIXTEEN (16) DEGREES THIRTY (30) MINUTES WEST THIRTY THREE (33) FEET TO THE PUBLIC ROAD AFORESAID, THENCE ALONG THE SAME SOUTH SEVENTY SIX (76) DEGREES FIFTEEN (15) MINUTES WEST TWO HUNDRED FIFTY SEVEN AND FOUR TENTHS (257.4) FEET TO AN IRON PIN ALONG THE SAID ROAD, THENCE CROSSING THE SAID ROAD SOUTH SIX (6) DEGREES THIRTY FIVE (35) MINUTES EAST NINETY NINE (99) FEET TO THE CENTER OF THE CREEK AFORESAID, THENCE DOWN THE SAID CREEK THE SEVERAL COURSES AND DISTANCES THEREOF TO THE PLACE OF BEGINNING. THE SAID COURSES BEING THE TRUE MERIDIAN AND VARIATION FOUR AND ONE HALF (4 1/2) DEGREES WEST, CONTAINING FIVE (5) ACRES, MORE OR LESS.

BEING THE SAME PREMISES WHICH WILLIAM WEITZMAN AND SARAH FREDA WEITZMAN, HIS WIFE, DID, BY THEIR DEED DATED JANUARY 2, 1951, AND RECORDED IN THE OFFICE FOR THE RECORDING OF DEEDS IN AND FOR NORTHAMPTON COUNTY PENNSYLVANIA, IN DEED BOOK 8, VOLUME 87, PAGE 329, ETC. GRANT AND CONVEY TO WILLIAM WEITZMAN AND PHILIP J. GOLDMAN, PARTNERS, TRADING AS EASTON IRON AND METAL COMPANY, GRANTORS HEREIN.

Easton Iron And Metal Realty Phase One Environmental Site Assessment

Together with all and singular, the buildings, improvements, woods, ways, rights, liberties, privileges, hereditaments and appurtenances, to the same belonging, or in any wise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and of every part and parcel thereof; AND ALSO all the estate, right, title, interest, property, possession, claim and demand whatsoever, both in law and equity, of the said part 1ES of the first part, of, in, and to the said premises, with the appurtenances: TOGETHER WITH ALL AND SINGULAR THE MACHINES AND MACHINERY, APPLIANCES, TOOLS AND FIXTURES ERECTED, OR WHICH MAY HEREAFTER BE ERECTED ON THE REAL ESTATE HEREINABOVE DESCRIBED OR CONSISTING IN CONNECTION THEREWITH THE PLANT OF THE SAID EASTON IRON AND METAL COMPANY, IT BEING THE INTENTION OF THIS INDENTURE TO INCLUDE AS PART OF THE SAID REAL ESTATE, SAID MACHINES, MACHINERY, APPLIANCES, TOOLS AND FIXTURES.

To have and to hold the said premises, with all and singular the appurtenances,

unto the said part 1ES of the second part, THEIR heirs and assigns, to the only proper use, benefit and behoof of the said part 1ES of the second part, THEIR heirs and assigns forever.

AND the said PARTIES OF THE FIRST PART, THEIR SUCCESSORS AND ASSIGNS DO by these presents, covenant, grant and agree to and with the said part 1ES of the second part, THEIR heirs and assigns forever, that THEY the said PARTIES OF THE FIRST PART, THEIR SUCCESSORS AND ASSIGNS, heirs, all and singular the hereditaments and premises hereinabove described and granted, or mentioned, and intended so to be, with the appurtenances, unto the said part 1ES of the second part, THEIR heirs, and assigns, against THEM the said PARTIES OF THE FIRST PART, THEIR SUCCESSORS AND ASSIGNS

shall, and against all and every other person or persons whomsoever lawfully claiming or to claim the same or any part thereof,

Shall and will BY THESE PRESENTS Warrant and forever Defend.

In Witness Whereof, the said part 1ES of the first part to these presents HAVE hereunto set THEIR hand & seal &. Dated the day and year first above written.

SIGNED, SEALED AND DELIVERED
in the presence of us:

MADGE E. FORNEY
CHAUNCEY D. HOWELL

WILLIAM WEITZMAN
PHILIP J. GOLDMAN



RECEIVED, the day of the date of the above Indenture, of the above named

STATE OF PENNSYLVANIA } SS. EASTON REAL EST. STAMP (DEED NO. 27256)
COUNTY OF NORTHAMPTON } \$70.00 STATE TAX STAMP'S
AFFIDAVIT FILED

On the THIRTEENTH day of FEBRUARY Anno Domini 19 53 . before me,

A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE

the undersigned officer, personally appeared WILLIAM WEITZMAN AND PHILIP J. GOLDMAN,

known to me (or satisfactorily proven) to be the person whose name subscribed to the within instrument, and acknowledged that THEY HAVE executed the same for the purposes therein contained, and desired the same might be recorded as such.

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

My Commission Expires MADGE E. FORNEY (N.P. BEAL)
JUNE 6, 1955

I do certify that the precise residence of the within named grantee 1100 BUSHKILL DRIVE, EASTON, PA.

THIS DEED WAS ENTERED AUGUST 14, 1953 AT 12:40 P. M. CHAUNCEY D. HOWELL
On behalf of the Grantee

329

WM. WEITZMAN AND WIFE,
TO
WM. WEITZMAN AND AN.

This Indenture,

Made the 2ND day of
JANUARY in the year of our Lord
one thousand nine hundred and FIFTY-ONE (1951)

Between WILLIAM WEITZMAN AND SARAH FREDA WEITZMAN, HIS WIFE, OF THE TOWNSHIP OF FRANKLIN COUNTY OF NORTHAMPTON AND STATE OF PENNSYLVANIA, PARTIES OF THE FIRST PART; AND WILLIAM WEITZMAN AND PHILIP J. GOLDMAN, PARTNERS, TRADING AS EASTON IRON AND METAL COMPANY, WITH THE OFFICE AND PRINCIPAL PLACE OF BUSINESS SITUATED IN THE CITY OF EASTON, NORTHAMPTON COUNTY, PENNSYLVANIA, PARTIES

of the second part: WITNESSETH, that the said parties of the first part, for and in consideration of the sum of ONE (\$1.00) DOLLAR AND OTHER VALUABLE CONSIDERATIONS,

lawful money of the United States of America, well and truly paid by the said parties of the second part, to the said parties of the first part, at and before the enrolling and delivery of these presents, the receipt whereof is hereby acknowledged, HAVE granted, bargained, sold, aliened, enfeoffed, released, conveyed and confirmed, and by these presents DO grant, bargain, sell, alien, enfeoff, release, convey and confirm unto the said parties of the second part THEIR heirs and assigns.

ALL THAT CERTAIN TRACT OR PIECE OF GROUND WITH BUILDINGS AND IMPROVEMENTS THEREON ERECTED, SITUATE ON THE NORTH SIDE OF LEHICTON STREET, ALSO KNOWN AS BUSHKILL DRIVE, IN THE CITY OF EASTON, COUNTY OF NORTHAMPTON, AND STATE OF PENNSYLVANIA, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A STONE IN LINE OF LAND NOW OR LATE OF JOHN FEHR, THENCE BY LAND FORMERLY OF J. WAGENER NORTH EIGHTY-ONE AND THREE-QUARTERS DEGREES EAST (N. 81 3/4 °E) TWENTY-FIVE AND THREE-TENTHS (25.3) PERCHES; THENCE BY THE SAME SOUTH SIX AND ONE-QUARTER DEGREES EAST (S. 6 1/4 °E) THIRTY-FIVE AND FORTY-EIGHT ONE-HUNDREDTHS (35.48) PERCHES TO A POINT IN THE CENTER OF SAID LEHICTON STREET, ALSO KNOWN AS BUSHKILL DRIVE; THENCE ALONG THE CENTER OF SAID STREET SOUTH EIGHTY-THREE AND THREE-FIFTHS DEGREES WEST (S. 83 3/5 °W) TWENTY-TWO AND THREE-TENTHS (22.3) PERCHES TO A BEND IN SAID ROAD; THENCE STILL ALONG THE CENTER OF SAID STREET SOUTH EIGHT-NINE AND ONE-QUARTER DEGREES WEST (S. 89 1/4 °W) EIGHT (8) PERCHES TO A POINT IN THE CENTER OF SAID STREET AND IN LINE OF LAND NOW OR LATE OF GEORGE SMITH'S ESTATE, THENCE ALONG THE SAME AND LAND NOW OR LATE OF JOHN FEHR AFORESAID NORTH TWO AND ONE-QUARTER DEGREES WEST (N. 2 1/4 °W) THIRTY-FOUR AND THREE-TENTHS (34.3) PERCHES TO THE PLACE OF BEGINNING. CONTAINING SIX (6) ACRES AND ELEVEN AND THREE-QUARTERS (11 3/4) PERCHES OF LAND, MORE OR LESS.

BEGINNING THE SAME PREMISES WHICH THE MINERS NATIONAL BANK OF WILKES-BARRE AND HELEN PATTERSON MYERS, EXECUTORS AND TRUSTEES, BY THEIR INDENTURE BEARING DATE DECEMBER 27, 1940, AND RECORDED IN THE OFFICE FOR THE RECORDING OF DEEDS, IN AND FOR THE COUNTY OF NORTHAMPTON, AT EASTON, IN DEED BOOK F, VOLUME 71, PAGE 107, GRANTED AND CONFIRMED UNTO THE SAID WILLIAM BONDONESE AND WILLIAM WEITZMAN, TRADING AS EASTON IRON AND METAL COMPANY.

BEING THE SAME PREMISES WHICH THE MINERS NATIONAL BANK OF WILKES-BARRE AND HELEN PATTERSON MYERS, EXECUTORS AND TRUSTEES, BY THEIR INDENTURE BEARING DATE DECEMBER 27, 1940, AND RECORDED IN THE OFFICE FOR THE RECORDING OF DEEDS, IN AND FOR THE COUNTY OF NORTHAMPTON, AT EASTON, IN DEED BOOK F, VOLUME 71, PAGE 107, GRANTED AND CONFIRMED UNTO THE SAID WILLIAM BONDONESE AND WILLIAM WEITZMAN, TRADING AS EASTON IRON AND METAL COMPANY.

AND ALSO ALL THAT CERTAIN LOT OR PIECE OF LAND WITH BUILDINGS AND IMPROVEMENTS, THEREON ERECTED, SITUATE IN THE CITY OF EASTON, NORTHAMPTON COUNTY, STATE OF PENNSYLVANIA, BOUNDED AND DESCRIBED AS FOLLOWS, TO WIT:

BEGINNING IN THE CENTER OF THE BUSHKILL CREEK, THENCE NORTH FOUR DEGREES THIRTY-FIVE MINUTES WEST (N. 4°35'W) FIVE HUNDRED TEN AND SEVEN-TENTHS FEET (510.7') CROSSING THE PUBLIC ROAD AND ALONG LINE OF LAND NOW OR LATE OF THE ESTATE OF DAVID D. WAGENER, TO A CORNER OF A FENCE, THENCE NORTH EIGHTY-SEVEN DEGREES WEST (N. 87°W) THREE HUNDRED FIFTY-NINE AND SEVEN-TENTHS FEET (359.7') ALONG LINE OF LAND NOW OR LATE OF PETER CORRELL TO AN IRON PIN OR STAKE AND CORNER, THENCE BY THE SAME SOUTH TWO DEGREES THIRTY MINUTES WEST (S. 2°30'W) THREE HUNDRED FIFTY-NINE AND SEVEN-TENTHS FEET (359.7') TO A POST, AND CORNER OF FENCE, THENCE SOUTH SIXTEEN DEGREES THIRTY MINUTES WEST (S. 16°30'W) THIRTY-THREE FEET (33') TO THE PUBLIC ROAD AFORESAID, THENCE ALONG THE SAME SOUTH SEVENTY-SIX DEGREES FIFTEEN MINUTES WEST (S. 76°15'W) TWO HUNDRED FIFTY-SEVEN AND FOUR-TENTHS (257.4) FEET TO AN IRON PIN ALONG THE SAID ROAD, THENCE CROSSING THE SAID ROAD SOUTH SIX DEGREES THIRTY-FIVE MINUTES EAST (S. 6°35'E) NINETY-NINE FEET (99') TO THE CENTER OF THE CREEK AFORESAID, THENCE DOWN THE SAID CREEK THE SEVERAL COURSES AND DISTANCES THEREOF TO THE PLACE OF BEGINNING. THE SAID COURSES BEING THE TRUE MERIDIAN AND VARIATION FOUR AND ONE-HALF DEGREES WEST (4 1/2°W), CONTAINING FIVE (5) ACRES, MORE OR LESS.

Easton Iron And Metal Realty Phase One Environmental Site Assessment

WILLIAM BONDONESE, TRACING AS THE EASTON IRON AND METAL COMPANY, INC., BY HIS DEED BOOK 100, DEED DATED SEPTEMBER 20, 1945, AND RECORDED IN THE FORESAID RECORDER'S OFFICE IN DEED BOOK 100, PAGE 233, ETC., GRANTED AND CONVEYED HIS UNDIVIDED ONE-HALF (1/2) INTEREST IN THE ABOVE SAID TWO (2) TRACTS OF LAND OF WILLIAM WEITZMAN, AND STELLA BONDONESE, BY HER DEED DATED THE 27TH JULY, 1948, AND RECORDED IN THE AFORESAID RECORDER'S OFFICE IN DEED BOOK H, VOLUME 83, PAGE 100, GRANTED AND CONVEYED THE ABOVE DESCRIBED TWO (2) TRACTS OF LAND TO WILLIAM WEITZMAN.

Together with all and singular, the buildings, improvements, woods, ways, rights, liberties, privileges, hereditaments and appurtenances, to the same belonging, or in any wise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and of every part and parcel thereof; **AND ALSO**, all the estate, right, title, interest, property, possession, claim and demand whatsoever, both in law and equity, of the said PARTIES of the first part, of, in, and to the said premises, with the appurtenances:

To have and to hold the said premises, with all and singular the appurtenances,

unto the said PARTIES of the second part, **THEIR** heirs and assigns, to the only proper use, benefit and behoof of the said PARTIES of the second part. **THEIR** heirs and assigns forever.

AND the said PARTIES OF THE FIRST PART, **THEIR** heirs, executors and administrators, **DO** by these presents, covenant, grant and agree to and with the said PARTIES of the second part, **THEIR** heirs and assigns forever, that **THEY** the said PARTIES OF THE FIRST PART, **THEIR**

heirs, all and singular the hereditaments and premises hereinabove described and granted, or mentioned, and intended so to be, with the appurtenances, unto the said PARTIES of the second part, **THEIR** heirs, and assigns, against **THEM** the said PARTIES OF THE FIRST PART, **THEIR**

heirs, and against all and every other person or persons whomsoever lawfully claiming or to claim the same or any part thereof. **BY THESE PRESENTS** Warrant and forever Defend.

In Witness Whereof, the said PARTIES of the first part to these presents hereunto set **THEIR** hands and seals. Dated the day and year first above written.

SIGNED, SEALED AND DELIVERED
in the presence of us:
CHAUNCEY D. HOWELL
KATHRYN M. MOWERY

WILLIAM WEITZMAN
SARAH FREDA WEITZMAN



RECEIVED, the day of the date of the above indenture, of the above named
REAL EST. STP. EASTON, PA. U.S. REV. STPS. \$22.00
CITY TAX \$20.00

STATE OF PENNSYLVANIA } SS.
COUNTY OF NORTHAMPTON }

On the 2ND day of JANUARY
A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE,

Anna Domini 19 51 . before me.

the undersigned officer, personally appeared WILLIAM WEITZMAN AND SARAH FREDA WEITZMAN, HIS WIFE,

known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument, and acknowledged that THEY executed the same for the purposes therein contained, and desired the same might be recorded as such.

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

KATHRYN M. MOWERY (N.P. SEAL)

My Commission Expires MARCH 28, 1953.

I do certify that the precise residence of the within named grantee is 1100 BUSHKILL DRIVE, EASTON, PA.

CHAUNCEY D. HOWELL.

THIS DEED WAS ENTERED JANUARY 8, 1951.

On behalf of the Grantee.

Easton Iron And Metal Realty Phase One Environmental Site Assessment

NORTHAMPTON COUNTY, SS:

AT A COURT OF COMMON PLEAS, HELD AT EASTON, IN AND FOR THE COUNTY OF NORTHAMPTON, ON THE
 SIXTH DAY OF MAY NINETEEN HUNDRED AND FORTY-ONE BEFORE THE JUDGES OF THE SAID COURT, HOWARD P.
 COUNTY TREASURER OF THE COUNTY AFORESAID, APPEARED IN HIS PROPER PERSON AND ACKNOWLEDGED THE FORE-
 SAID DEED POLL TO BE HIS ACT AND DEED, PURSUANT TO THE ACTS OF ASSEMBLY IN SUCH CASES MADE
 AND PROVIDED. IN TESTIMONY WHEREOF, I HAVE HEREUNTO SET MY HAND AND THE SEAL OF THE SAID
 COURT, THE SAME DAY AND YEAR. PROTHONOTARY A. THURMAN SCHLABACH

(COURT SEAL)

COURT SEAL ETC. STAMP

I DO CERTIFY THAT THE PRECISE RESIDENCE OF THE WITHIN NAMED GRANTEE IS COURT HOUSE,
 EASTON, PA. C. PICKEL

DATED SEPTEMBER 21, 1945.

WILLIAM BONDONESE) THIS INDENTURE, MADE THE 20TH DAY OF SEPTEMBER IN THE YEAR OF OUR LORD
 TO) ONE THOUSAND NINE HUNDRED FORTY-FIVE. BETWEEN WILLIAM BONDONESE OF THE
 WILLIAM WEITZMAN) CITY OF EASTON, NORTHAMPTON COUNTY, PENNSYLVANIA, PARTY OF THE FIRST
 PART, AND WILLIAM WEITZMAN OF THE AFORESAID CITY, COUNTY AND STATE,
 PARTY OF THE SECOND PART.

WITNESSETH, THAT THE SAID PARTY OF THE FIRST PART, FOR AND IN CONSIDERATION OF THE SUM
 OF ONE DOLLAR (\$1.00) AND OTHER VALUABLE CONSIDERATIONS LAWFUL MONEY OF THE UNITED STATES OF
 AMERICA, TO HIM WELL AND TRULY PAID BY THE SAID PARTY OF THE SECOND PART, AT AND BEFORE THE
 MAKING AND DELIVERY OF THESE PRESENTS, THE RECEIPT WHEREOF IS HEREBY ACKNOWLEDGED, HAS
 RELEASED AND QUIT-CLAIMED, AND BY THESE PRESENTS, DOES REMISE, RELEASE AND QUIT-CLAIM
 TO THE SAID PARTY OF THE SECOND PART, AND TO HIS HEIRS AND ASSIGNS, FOREVER.

ALL THE UNDIVIDED ONE HALF (1/2) INTEREST IN AND TO THE TWO (2) TRACTS OF LAND HEREINAFTER
 DESCRIBED, AS FOLLOWS:

TRACT NO. 1, ALL THAT CERTAIN TRACT OR PIECE OF LAND SITUATE ON THE NORTH SIDE OF LEHICTON
 STREET IN THE CITY OF EASTON, BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT A STONE IN LINE
 OF LAND NOW OR LATE OF JOHN FEHR, THENCE BY LAND FORMERLY OF D. D. WAGENER, NORTH 81 1/2° EAST
 23 PERCHES, THENCE BY THE SAME SOUTH 6 1/2° EAST 35.48 PERCHES TO A POINT IN CENTER OF SAID
 LEHICTON STREET, THENCE ALONG THE CENTER OF SAID STREET 83 3/4° WEST 22.3 PERCHES SOUTH 89 1/2°
 WEST 8 PERCHES TO A POINT IN THE CENTER OF SAID ROAD AND IN LINE OF LAND NOW OR LATE OF GEORGE
 WAGENER ESTATE, THENCE ALONG THE SAME AND LAND NOW OR LATE OF JOHN FEHR AFORESAID NORTH 2 1/2°
 WEST 14.3 PERCHES TO THE PLACE OF BEGINNING. CONTAINING 6 ACRES AND 11 1/2 PERCHES OF LAND, MORE
 OR LESS.

TRACT NO. 2, ALL THAT CERTAIN LOT OR PIECE OF LAND LYING PARTLY IN THE CITY OF EASTON AND
 PARTLY IN THE ADJOINING TOWNSHIP OF FORKS, NORTHAMPTON COUNTY, STATE OF PENNSYLVANIA, BOUNDED
 AND DESCRIBED AS FOLLOWS, TO WIT: BEGINNING IN THE CENTER OF THE BUSHKILL CREEK, THENCE NORTH
 87° WEST 510.7 FEET CROSSING THE PUBLIC ROAD AND ALONG THE LINE OF LAND OF THE
 ESTATE OF DAVID D. WAGENER TO A CORNER OF A FENCE, THENCE NORTH 87° WEST 359.7 FEET ALONG LINE
 OF LAND OF PETER CORRELL TO AN IRON PIN OR STAKE AND CORNER, THENCE BY THE SAME SOUTH 2° 30'
 WEST 359.7 FEET TO A POST AND CORNER OF FENCE, THENCE SOUTH 16° 30' MINUTES WEST 35
 FEET TO THE PUBLIC ROAD AFORESAID, THENCE ALONG THE SAME SOUTH 76° 15' MINUTES WEST 257.4 FEET TO
 AN IRON PIN ALONG THE SAID ROAD, THENCE CROSSING THE SAID ROAD SOUTH 6° 35' MINUTES EAST 99
 FEET TO THE CENTER OF THE CREEK AFORESAID, THENCE DOWN THE SAID CREEK, THE SEVERAL COURSES
 AND DISTANCES THEREOF TO THE PLACE OF BEGINNING. (THE SAID COURSES BEING THE TRUE MERIDIAN
 OR LITTLE MORE OR LESS) CONTAINING 5 ACRES, MORE OR LESS.

TRACT NO. 1, BEING THE SAME PREMISES WHICH MINERS NATIONAL BANK OF WILKES BARRE AND HELEN
 PATTERSON MYERS, EXECUTORS AND TRUSTEES OF THE ESTATE OF J. E. PATTERSON, DECEASED, DID, BY
 DEED DATED THE 27TH DAY OF DECEMBER, 1940, AND RECORDED IN THE OFFICE FOR RECORDING OF
 DEEDS IN AND FOR NORTHAMPTON COUNTY IN DEED BOOK F, VOL. 71, PAGE 107 ETC CONVEY TO WILLIAM
 WEITZMAN AND WILLIAM BONDONESE, TRADING AS "EASTON IRON AND METAL COMPANY."

TRACT NO. 2 BEING THE SAME PREMISES WHICH MINERS NATIONAL BANK OF WILKES BARRE, PENNSYLVANIA, BY HELEN PATTERSON MEYERS, EXECUTORS AND TRUSTEES OF THE ESTATE OF J. E. PATTERSON, CEASED, DID, BY THEIR DEED DATED OCTOBER 10, 1941, AND RECORDED IN THE OFFICE OF RECORDING OF DEEDS IN AND FOR NORTHAMPTON COUNTY IN DEED BOOK H, VOL. 72, PAGE 341, CONVEY TO WILLIAM WEITZMAN AND WILLIAM BONDONESE, TRADING AS "EASTON IRON AND METAL COMPANY."

IT IS THE INTENTION OF THE PARTIES TO THIS DEED THAT THE INTEREST CONVEYED HEREIN SHALL NOT BE MERGED WITH THE JUDGMENT TO BE ENTERED IN FAVOR OF WILLIAM WEITZMAN AND WILLIAM BONDONESE IN THE AMOUNT OF \$20,000.00, IN THE COURT OF COMMON PLEAS OF NORTHAMPTON COUNTY, PENNSYLVANIA, AND IT IS THE FURTHER INTENTION OF THE PARTIES THAT THE JUDGMENT SHALL BE A LIEN AGAINST THE INTEREST OF WILLIAM BONDONESE HEREIN ABOVE CONVEYED TO WILLIAM WEITZMAN AND SHALL REMAIN A LIEN AGAINST THE SAID INTEREST IN THE NAME OF WILLIAM WEITZMAN, HIS HEIRS, EXECUTORS, ADMINISTRATORS OR ASSIGNS, UNTIL SATISFACTION OF THE SAME SHALL HAVE BEEN ACKNOWLEDGED ON THE RECORD.

TOGETHER WITH ALL AND SINGULAR, THE BUILDINGS, TENEMENTS, HEREDITAMENTS AND APPURTENANCES THEREUNTO BELONGING, OR IN ANY WISE APPERTAINING, AND THE REVERSIONS, REMAINDERS, RENTS, ISSUES AND PROFITS THEREOF;

AND ALSO, ALL THE ESTATE, RIGHT, TITLE, INTEREST, PROPERTY, CLAIM AND DEMAND, HOWEVER, AS WELL IN LAW AS IN EQUITY, OF THE SAID PART OF THE FIRST PART, OF, IN, OR OUT OF THE ABOVE-DESCRIBED PREMISES, AND EVERY PART AND PARCEL THEREOF, WITH THE APPURTENANCES THEREUNTO;

TO HAVE AND TO HOLD ALL AND SINGULAR THE ABOVE-MENTIONED BUILDINGS AND DEMANDS, PREMISES, TOGETHER WITH THE APPURTENANCES, UNTO THE SAID PARTY OF THE SECOND PART, HIS HEIRS AND ASSIGNS FOREVER.

IN WITNESS WHEREOF, THE SAID PARTY OF THE FIRST PART HAS HEREUNTO SET HIS HAND AND SEAL THE DAY AND YEAR FIRST ABOVE WRITTEN.

SEALED AND DELIVERED
IN THE PRESENCE OF US

MARGARET C. BOEHMER
EASTON REAL EST. STAMP
STATE OF PENNSYLVANIA)
COUNTY OF NORTHAMPTON) 88:

WILLIAM BONDONESE (SEAL)

ON THE 20TH DAY OF SEPTEMBER ANNO DOMINI 1945, BEFORE ME, PERSONALLY APPEARED THE ABOVE-NAMED WILLIAM BONDONESE AND IN DUE FORM OF LAW ACKNOWLEDGED THE ABOVE INDENTURE TO BE HIS ACT AND DEED, AND DESIRED THE SAME MIGHT BE RECORDED AS SUCH.

WITNESS MY HAND AND NOTARIAL SEAL THE DAY AND YEAR AFORESAID.

MARGARET C. BOEHMER (N. P. SEAL)
COMMISSION EXPIRES MARCH 5, 1949

I DO CERTIFY THAT THE PRECISE RESIDENCE OF THE WITHIN NAMED GRANTEE IS 1100 KILL DRIVE, EASTON, PA.
ENTERED SEPTEMBER 22, 1945.

CHAUNCEY D. HOWELL

THE EASTON TRUST COMPANY) THIS INDENTURE, MADE THE 21ST DAY OF SEPTEMBER IN THE YEAR 1945,
TO) OF OUR LORD ONE THOUSAND NINE HUNDRED AND FORTY-FIVE,
ESTHER BONSHOF, #100#) BETWEEN THE EASTON TRUST COMPANY, A CORPORATION DULY ORGANIZED AND EXISTING BY AND UNDER THE LAWS OF THE COMMONWEALTH OF PENNSYLVANIA, (HEREINAFTER CALLED THE GRANTOR) OF THE ONE PART, AND ESTHER BONSHOF, #100#, OF THE CITY OF EASTON, COUNTY OF NORTHAMPTON AND STATE OF PENNSYLVANIA, (HEREINAFTER CALLED THE GRANTEE) OF THE OTHER PART.

WITNESSETH, THAT THE SAID GRANTOR FOR AND IN CONSIDERATION OF THE SUM OF ONE DOLLAR (\$1.00) AND OTHER GOOD AND VALUABLE CONSIDERATION LAWFUL MONEY OF THE UNITED STATES OF AMERICA, UNTO IT WELL AND TRULY PAID BY THE SAID GRANTEE AT AND BEFORE THE SEALING AND DELIVERY OF THESE PRESENTS, THE RECEIPT WHEREOF IS HEREBY ACKNOWLEDGED, HATH GRANTED, BARGAINED, SOLD, ALIENED, ENFEOFFED, RELEASED AND CONFIRMED, AND BY THESE PRESENTS GRANT, BARGAIN, SELL, ALIEN, ENFEOFF, RELEASE, AND CONFIRM UNTO THE SAID GRANTEE, HIS HEIRS AND ASSIGNS

Easton Iron And Metal Realty Phase One Environmental Site Assessment

340

Oct. 11, 1941

MILERS NAT. BANK OF WILKES-BARRE & AIL., EXECUTORS & TRUSTEES
 TO
 WILLIAM WEITZMAN & AIL., &C.

THIS INDENTURE, MADE THE TENTH (10TH) DAY OF OCTOBER IN THE YEAR OF OUR LORD ONE THOUSAND NINE HUNDRED AND FORTY-ONE (1941) BETWEEN MILERS NATIONAL BANK OF WILKES-BARRE OF THE CITY OF WILKES-BARRE, COUNTY OF LUZERNE, STATE OF PENNSYLVANIA, AND HELEN PATTERSON MYERS, ALSO OF THE CITY OF WILKES-BARRE, COUNTY AND STATE AFORESAID, EXECUTORS AND TRUSTEES UNDER THE WILL OF J. E. PATTERSON DECEASED, PARTIES OF THE FIRST PART AND WILLIAM WEITZMAN AND WILLIAM BONDORIC, TRADING AS "THE EASTON IRON AND METAL COMPANY", OF THE CITY OF EASTON, COUNTY OF NORTHAMPTON, STATE OF PENNSYLVANIA, PARTIES OF THE SECOND PART.

WHEREAS, J. E. PATTERSON DIED TESTATE ON THE 9TH DAY OF FEBRUARY, A.D. 1923 AND DID BY WILL DATED APRIL 18TH, 1924, AND PROVED ON FEBRUARY 26, 1925, SAID WILL BEING RECORDED IN WILL BOOK 27, PAGE 35, DEVISE TO U. FRANK MYERS AND HELEN PATTERSON MYERS, EXECUTORS AND TRUSTEES UNDER THE WILL, ALL OF HIS "REAL PROPERTY WITH FULL POWER TO SELL AND BY GOOD DEED OR DEEDS TO CONVEY ANY OF MY REAL ESTATE", AND WHEREAS, THE AFORESAID WILL CONTAINED THE PROVISION THAT IN THE EVENT OF THE DEATH OR INCAPACITY OF U. FRANK MYERS, THE MILERS' NATIONAL BANK OF WILKES-BARRE WAS TO BE SUBSTITUTED AS EXECUTOR AND TRUSTEE, AND

WHEREAS, THE AFORESAID U. FRANK MYERS DID DIE AND THE SAID MILERS' NATIONAL BANK OF WILKES-BARRE DID SUCCEED HIM AS CO-EXECUTOR AND TRUSTEE WITH HELEN PATTERSON MYERS.

NOW THIS INDENTURE WITNESSETH, THAT THE SAID PARTIES OF THE FIRST PART FOR AND IN CONSIDERATION OF THE SUM OF ONE DOLLAR (\$1.00) AND OTHER GOOD AND VALUABLE CONSIDERATIONS LAWFUL MONEY OF THE UNITED STATES, TO THEM WELL AND TRULY PAID BY THE SAID PARTIES OF THE SECOND PART AT AND BEFORE THE SEALING AND DELIVERY HEREOF, THE RECEIPT WHEREOF IS HEREBY ACKNOWLEDGED, HAVE GRANTED, BARGAINED, SOLD, ALIEN, RELEASED, AND CONFIRMED AND BY THESE PRESENTS, DO GRANT, BARGAIN, SELL, ALIEN, RELEASE AND CONFIRM UNTO THE SAID PARTIES OF THE SECOND PART, THEIR HEIRS, EXECUTORS, ADMINISTRATORS AND ASSIGNS:

ALL THAT CERTAIN LOT OR PIECE OF LAND, LYING PARTLY IN THE CITY OF EASTON AND PARTLY IN THE ADJOINING TOWNSHIP OF FORKS, NORTHAMPTON COUNTY, STATE OF PENNSYLVANIA, BOUNDED AND DESCRIBED AS FOLLOWS, TO-WIT: BEGINNING IN THE CENTER OF THE BUSKILL CREEK, THENCE NORTH 4° 35' WEST 510.7 FT. CROSSING THE PUBLIC ROAD AND ALONG LINE OF LAND OF THE ESTATE OF DAVID D. WAGENER TO A CORNER OF A FENCE, THENCE NORTH 67° WEST 359.7 FT. ALONG LINE OF LAND OF PETER CORRELL TO AN IRON PIN OR STAKE AND CORNER, THENCE BY THE SAME SOUTH 2° 30' WEST 359.7 FT. TO A POST AND CORNER OF FENCE, THENCE SOUTH 16° 30' WEST 33 FT. TO THE PUBLIC ROAD AFORESAID, THENCE ALONG THE SAME SOUTH 76° 15' WEST 257.4 FT. TO AN IRON PIN ALONG THE SAID ROAD, THENCE CROSSING THE SAID ROAD SOUTH 0° 35' EAST 99 FT. TO THE CENTER OF THE CREEK AFORESAID, THENCE DOWN THE SAID CREEK, THE SEVERAL COURSES AND DISTANCES THENCE TO THE PLACE OF BEGINNING. (THE SAID COURSES BEING THE TRUE MERIDIAN AND VARIATION 4 1/2° WEST). CONTAINING 5 ACRES MORE OR LESS.

IT BEING THE SAME PREMISES WHICH ENTERED THE S. SMITH, WIDOW OF GEORGE SMITH, BY HER INDENTURE BEARING DATE SEPT. 16, 1895 AND RECORDED IN THE OFFICE FOR THE RECORDING OF DEEDS IN AND FOR THE COUNTY OF NORTHAMPTON IN DEED BOOK E, VOLUME 2, PAGE 611 DID GRANT AND CONFIRM UNTO J. E. PATTERSON, HIS HEIRS AND ASSIGNS FOREVER TOGETHER WITH ALL AND SINGULAR BUILDING OR BUILDINGS, WAYS, WATERS, WATER-COURSES, RIGHTS, LIBERTIES, PRIVILEGES, HEREDITAMENTS AND APPURTENANCES WHATSOEVER THEREUNTO BELONGING, OR IN ANY MANNER APPERTAINING, AND THE REVERSIONS AND REMAINDERS, RENTS, ISSUES AND PROFITS THEREOF; AND ALSO, ALL THE ESTATE, RIGHT, TITLE, INTEREST, USE, TRUST, PROPERTY, POSSESSION, CLAIM AND DEMAND WHATSOEVER, IN LAW, EQUITY, OR OTHERWISE HOWSOEVER, OF, IN, TO, OR OUT OF THE SAME:

TO HAVE AND TO HOLD THE SAID BUILDING OR BUILDINGS, HEREDITAMENTS AND PROFITS TOGETHER WITH ALL AND SINGULAR BUILDING OR BUILDINGS, WAYS, WATERS, WATER-COURSES, RIGHTS, LIBERTIES, PRIVILEGES, HEREDITAMENTS AND APPURTENANCES WHATSOEVER THEREUNTO BELONGING, OR IN ANY MANNER APPERTAINING, AND THE REVERSIONS AND REMAINDERS, RENTS, ISSUES AND PROFITS THEREOF; AND ALSO, ALL THE ESTATE, RIGHT, TITLE, INTEREST, USE, TRUST, PROPERTY, POSSESSION, CLAIM AND DEMAND WHATSOEVER, IN LAW, EQUITY, OR OTHERWISE HOWSOEVER, OF, IN, TO, OR OUT OF THE SAME:

TO HAVE AND TO HOLD THE SAID BUILDING OR BUILDINGS, HEREDITAMENTS AND PROFITS TOGETHER WITH ALL AND SINGULAR BUILDING OR BUILDINGS, WAYS, WATERS, WATER-COURSES, RIGHTS, LIBERTIES, PRIVILEGES, HEREDITAMENTS AND APPURTENANCES WHATSOEVER THEREUNTO BELONGING, OR IN ANY MANNER APPERTAINING, AND THE REVERSIONS AND REMAINDERS, RENTS, ISSUES AND PROFITS THEREOF; AND ALSO, ALL THE ESTATE, RIGHT, TITLE, INTEREST, USE, TRUST, PROPERTY, POSSESSION, CLAIM AND DEMAND WHATSOEVER, IN LAW, EQUITY, OR OTHERWISE HOWSOEVER, OF, IN, TO, OR OUT OF THE SAME:

PARTIES OF THE FIRST PART AND HELEN PATTERSON MYERS, EXECUTORS AND TRUSTEES UNDER THE WILL OF J. E. PATTERSON DECEASED, PARTIES OF THE FIRST PART AND WILLIAM WEITZMAN AND WILLIAM BONDORIC, TRADING AS "THE EASTON IRON AND METAL COMPANY", OF THE CITY OF EASTON, COUNTY OF NORTHAMPTON, STATE OF PENNSYLVANIA, PARTIES OF THE SECOND PART.

Easton Iron And Metal Realty Phase One Environmental Site Assessment

ARTICLES OF THE SECOND PART, THEIR HEIRS, EXECUTORS, ADMINISTRATORS AND ASSIGNS FOREVER.
 AND THE SAID PARTIES OF THE FIRST PART, FOR THEMSELVES, AND THEIR ASSIGNS, DO COVENANT,
 HOLD AND AGREE, TO AND WITH THE SAID PARTIES OF THE SECOND PART, THEIR HEIRS, EXECUTORS,
 ADMINISTRATORS AND ASSIGNS, THAT THEY THE SAID PARTIES OF THE FIRST PART HAVE NOT DONE,
 COMMITTED, OR KNOWINGLY OR WILLINGLY SUFFERED TO BE DONE OR COMMITTED, ANY ACT, MATTER OR
 THING WHATSOEVER, WHEREBY THE PREMISES HEREBY GRANTED, OR ANY PART THEREOF, IS, ARE, SHALL, OR
 MAY BE IMPEACHED, CHARGED OR INCUMBERED, IN TITLE, CHARGE, ESTATE, OR OTHERWISE HOWSOEVER.
 IN WITNESS WHEREOF THE SAID PARTIES OF THE FIRST PART HAVE HEREUNTO SET THEIR HANDS AND
 SEAL THE DAY AND YEAR FIRST ABOVE WRITTEN.

HELEN PATTERSON MYERS (SEAL)
 & MYERS NATIONAL BANK OF WILKES-BARRE,
 EXECUTORS AND TRUSTEES UNDER THE WILL OF
 J. E. PATTERSON, DECEASED,
 BY SAMUEL MC CRACKEN, PRESIDENT
 ATTEST: GUY W. MOORE, SECRETARY.

DAVID E. ROMAN
 (CORPORATE SEAL)
 (REAL ESTATE STAMP, EASTON, PA.)
 STATE OF PENNSYLVANIA, }
 COUNTY OF LUZERNE } SS:

WITHIN THE 11TH DAY OF OCTOBER, 1946, BEFORE ME, A NOTARY PUBLIC, THE UNDERSIGNED
 PERSONALLY APPEARED SAMUEL MC CRACKEN, WHO ACKNOWLEDGED HIMSELF TO BE THE PRESIDENT
 OF MYERS NATIONAL BANK OF WILKES-BARRE, A CORPORATION, AND THAT HE AS SUCH PRESIDENT, BEING
 AUTHORIZED TO DO SO, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED BY
 THE SAID BANK OF THE CORPORATION BY HIMSELF AS PRESIDENT.

IN WITNESS WHEREOF, I HEREBY SET MY HAND AND OFFICIAL SEAL.
 S. DUTT WOLCOTT (N. P. SEAL)
 MY COMMISSION EXPIRES MAY 11, 1947.

STATE OF NEW JERSEY }
 COUNTY OF BERGEN } SS:

ON THIS, THE 10TH DAY OF OCTOBER, 1946, BEFORE ME, A NOTARY PUBLIC, THE UNDERSIGNED
 PERSONALLY APPEARED HELEN PATTERSON MYERS, KNOWN TO ME TO BE THE PERSON WHOSE NAME
 IS SUBSCRIBED TO THE WITHIN INSTRUMENT, AND ACKNOWLEDGED THAT SHE EXECUTED THE SAME FOR THE
 PURPOSES THEREIN CONTAINED.

IN WITNESS WHEREOF, I HEREBY SET MY HAND AND OFFICIAL SEAL.
 DAVID E. ROMAN (N. P. SEAL)
 NOTARY PUBLIC OF N. J.
 MY COMMISSION EXPIRES SEPT. 17, 1947.

STATE OF NEW JERSEY }
 COUNTY OF BERGEN } SS. NO. 12936

I, JAMES W. MERCER, CLERK OF THE COUNTY OF BERGEN (AND ALSO CLERK OF THE CIRCUIT COURT
 AND COURT OF COMMON PLEAS, THE SAME BEING COURTS OF RECORD OF THE FORESAID COUNTY, HAVING
 MY SEAL) DO HEREBY CERTIFY, THAT DAVID E. ROMAN, ESQUIRE, WHOSE NAME IS SUBSCRIBED TO
 THE ATTACHED CERTIFICATE OF ACKNOWLEDGMENT, PROOF OR AFFIDAVIT, WAS AT THE TIME OF TAKING
 SAID ACKNOWLEDGMENT, PROOF OR AFFIDAVIT, A NOTARY PUBLIC, DULY COMMISSIONED AND SWORN AND
 RESIDING IN SAID STATE, AND WAS, AS SUCH NOTARY PUBLIC, AN OFFICER OF SAID STATE DULY
 AUTHORIZED BY THE LAWS THEREOF TO TAKE AND CERTIFY THE SAME, AS WELL AS TO TAKE AND CERTIFY
 THE PROOF AND ACKNOWLEDGMENT OF DEEDS FOR THE CONVEYANCE OF LAND, TESTAMENTS OR HEREDITAMENTS
 AND OTHER INSTRUMENTS IN WRITING TO BE RECORDED IN SAID STATE, AND THAT THE SAID ACKNOWLEDGMENT
 WAS EXECUTED AND TAKEN ACCORDING TO THE LAWS OF SAID STATE, AND THAT FULL FAITH AND
 CREDIT AND OUGHT TO BE GIVEN TO HIS OFFICIAL ACTS, AND I FURTHER CERTIFY THAT I AM WELL
 ACQUAINTED WITH HIS HANDWRITING AND VERILY BELIEVE THE SIGNATURE TO THE ATTACHED CERTIFICATE
 IS HIS GENUINE SIGNATURE.

AND I DO FURTHER CERTIFY THAT THE IMPRESSION OF THE SEAL OF SUCH NOTARY PUBLIC IS NOT
 REQUIRED BY THE LAWS OF THIS STATE TO BE FILED IN MY OFFICE.
 IN WITNESS WHEREOF, I HAVE HEREBY SET MY HAND AND AFFIXED MY OFFICIAL SEAL THIS 5TH
 DAY OF FEBRUARY, A.D. 1942.
 JAMES W. MERCER, CLERK.
 IRENE JONES, SPECIAL DEPUTY.

Easton Iron And Metal Realty Phase One Environmental Site Assessment

December 27, 1940

MINERS NATIONAL BANK OF WILKES-BARRE)
 AND AN. EXECUTORS AND TRUSTEES)
 TO)
 WILLIAM WEITZMAN & AN. TRADING AS)
 "EASTON IRON AND METAL COMPANY)

THIS INDENTURE MADE THE TWENTY SEVENTH DAY OF DECEMBER
 IN THE YEAR OF OUR LORD ONE THOUSAND NINE HUNDRED AND
 FORTY (1940).
 BETWEEN MINERS NATIONAL BANK OF WILKES-BARRE, OF THE
 CITY OF WILKESBARRE, COUNTY OF LUZERNE STATE OF
 PENNSYLVANIA AND HELEN PATTERSON MYERS, SINGLE ALSO OF THE CITY OF WILKES-BARRE COUNTY AND
 STATE AFORESAID, EXECUTORS AND TRUSTEES OF THE ESTATE OF J. E. PATTERSON DECEASED,
 PARTIES OF THE FIRST PART AND WILLIAM WEITZMAN AND WILLIAM BONDORSE TRADING AS "EASTON IRON
 AND METAL COMPANY" OF THE CITY OF EASTON, COUNTY OF NORTHAMPTON AND STATE OF PENNSYLVANIA,
 PARTIES OF THE SECOND PART:

WHEREAS, J. E. PATTERSON DIED TESTATE, ON THE 9TH DAY OF FEBRUARY A. D. 1925 AND DID BY
 WILL DATED APRIL 18TH 1924 AND PROVED ON FEBRUARY 26TH, 1925 SAID WILL BEING RECORDED IN
 WILL BOOK 27 PAGE 32, DEVISE TO B. FRANK MYERS AND HELEN PATTERSON MEYERS, EXECUTORS AND
 TRUSTEES UNDER THE WILL ALL OF HIS REAL PROPERTY WITH FULL POWER TO SELL AND BY GOOD DEED
 OR DEEDS TO CONVEY ANY OF MY REAL ESTATE" AND

WHEREAS, THE AFORESAID WILL CONTAINED THE PROVISION THAT IN THE EVENT OF THE DEATH OR
 INCAPACITY OF B. FRANK MYERS THE MINERS NATIONAL BANK OF WILKESBARRE WAS TO BE SUBSTITUTED
 AS EXECUTOR AND TRUSTEE AND

WHEREAS, THE AFORESAID B. FRANK MYERS DID DIE AND THE SAID MINERS NATIONAL BANK OF WILKESBARRE
 DID SUCCEED HIM AS CO-EXECUTOR AND TRUSTEE WITH HELEN PATTERSON MYERS.

NOW THIS INDENTURE WITNESSETH, THAT THE SAID PARTIES OF THE FIRST PART THEIR SUCCESSORS AND
 ASSIGNS FOR AND IN CONSIDERATION OF THE SUM OF ONE DOLLAR (\$1.000 AND OTHER GOOD AND VALUABLE
 CONSIDERATIONS LAWFUL MONEY OF THE UNITED STATES TO THEM WELL AND TRULY PAID BY THE SAID
 PARTIES OF THE SECOND PART, AT AND BEFORE THE SEALING AND DELIVERY HEREOF, THE RECEIPT WHEREOF
 IS HEREBY ACKNOWLEDGED, HAVE GRANTED, BARGAINED, SOLD, ALIENED, RELEASED, AND CONFIRMED AND
 BY THESE PRESENTS DO GRANT, BARGAIN, SELL, ALIEN, RELEASE AND CONFIRM INTO THE SAID
 PARTIES OF THE SECOND PART THEIR HEIRS, EXECUTORS, ADMINISTRATORS AND ASSIGNS.

ALL THAT CERTAIN TRACT OR PIECE OF LAND SITUATE ON THE NORTH SIDE OF LEHICTON STREET IN
 THE CITY OF EASTON, BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT A STONE IN LINE OF LAID OF
 JOHN FEHR, THENCE BY LAND FORMERLY OF D. D. WAGENER, NORTH 81 1/4° EAST 25.3 PERCHES THENCE BY THE SAME
 SOUTH 6 1/2° EAST 35.48 PERCHES TO A POINT IN CENTER OF SAID LEHICTON STREET, THENCE ALONG
 THE CENTER OF SAID STREET 83 3/4° WEST 22.3 PERCHES SOUTH 89 1/4° WEST 8 PERCHES TO A POINT IN
 THE CENTER OF SAID ROAD AND IN LINE OF LAID OF GEORGE SMITHS ESTATE THENCE ALONG THE SAME
 AND LAND OF JOHN FEHR AFORESAID NORTH 2 1/2° WEST 34.3 PERCHES TO THE PLACE OF BEGINNING.
 CONTAINING 6 ACRES AND 11 1/2 PERCHES OF LAND MORE OR LESS.

IT BEING THE SAME PREMISES WHICH JOHN O. WAGENER, SUSAN D. CLEMENS AND ELIZABETH R. LEARY,
 HEIRS AT LAW OF D. D. WAGENER BY THEIR INDENTURE BEARING DATE APRIL 15, 1891 AND RECORDED
 IN THE OFFICE FOR THE RECORDING OF DEEDS IN AND FOR THE COUNTY OF NORTHAMPTON IN DEED BOOK
 B. VOLUME 22, PAGE 380 DID GRANT AND CONFIRM INTO THE SAID J. E. PATTERSON HIS HEIRS
 AND ASSIGNS FOREVER.

TOGETHER WITH ALL AND SINGULAR BUILDING OR BUILDINGS, WAYS, WATERS, WATER COURSES, RIGHTS,
 LIBERTIES, PRIVILEGES, HEREDITAMENTS AND APPURTENANCES WHATSOEVER THEREINTO BELONGING OR IN
 ANY WISE APPERTAINING AND THE REVERSIONS AND REMAINDERS, RENTS, ISSUES AND PROFITS THEREOF AND
 ALSO ALL THE ESTATE, RIGHT, TITLE, INTEREST, USE, TRUST, PROPERTY, POSSESSION, CLAIM AND DEMAND
 WHATSOEVER, IN LAW, EQUITY OR OTHERWISE HOWSOEVER, OF, IN, TO OR OUT OF THE SAME:

TO HAVE AND TO HOLD THE SAID BUILDING OR BUILDINGS, HEREDITAMENTS AND PREMISES HEREBY
 GRANTED AND RELEASED, OR MENTIONED AND INTENDED SO TO BE WITH THE APPURTENANCES UNTO THE SAID
 PARTIES OF THE SECOND PART, THEIR HEIRS, EXECUTORS, ADMINISTRATORS AND ASSIGNS, TO AND FOR
 THE ONLY PROPER USE AND BEHOOF OF THE SAID PARTIES OF THE SECOND PART, THEIR HEIRS, EXECUTORS,
 ADMINISTRATORS AND ASSIGNS FOREVER.

AND THE SAID PARTIES OF THE FIRST PART, FOR THEMSELVES, THEIR SUCCESSORS AND ASSIGNS, DO
 COVENANT, PROMISE AND AGREE TO AND WITH THE SAID PARTIES OF THE SECOND PART, THEIR HEIRS,
 EXECUTORS, ADMINISTRATORS AND ASSIGNS, THAT THEY THE SAID PARTIES OF THE FIRST PART HAVE NOT
 DONE, COMMITTED, OR KNOWINGLY OR WILLINGLY SUFFERED TO BE DONE OR COMMITTED, ANY ACT, MATTER
 OR THING WHATSOEVER, WHEREBY THE PREMISES HEREBY GRANTED OR ANY PART THEREOF, IS, ARE, SHALL
 OR MAY BE IMPEACHED, CHARGED OR INCUMBERED IN TITLE, CHARGE ESTATE, OR OTHERWISE, HOWSOEVER.

Easton Iron And Metal Realty Phase One Environmental Site Assessment

IN WITNESS WHEREOF THE SAID PARTIES OF THE FIRST PART HAVE HEREUNTO SET THEIR HANDS AND SEALS THE DAY AND YEAR FIRST ABOVE WRITTEN.
SEALED AND DELIVERED IN THE PRESENCE OF US:) MINERS NATIONAL BANK OF WILKES-BARRE
ELEANOR M. HOAR) BY: SAMUEL MCCRACKEN (SEAL)
(REAL EST. STP. EASTON PA.)) VICE PRESIDENT
ATTEST: GUY W. MOORE (SEAL)
SECRETARY
(CORPORATE SEAL)
HELEN PATTERSON MYERS
EXECUTORS & TRUSTEES OF THE ESTATE OF J. E. PATTERSON, DECEASED.

RECEIVED THE DAY OF THE DATE OF THE ABOVE INDENTURE OF THE ABOVE NAMED.
STATE OF NEW JERSEY)
COUNTY OF BERGEN)SS.

ON THE 27TH DAY OF DECEMBER ANNO DOMINI 1940 BEFORE ME A NOTARY PUBLIC OF NEW JERSEY, PERSONALLY APPEARED THE ABOVE NAMED HELEN PATTERSON MYERS, AND IN DUE FORM OF LAW ACKNOWLEDGED THE ABOVE INDENTURE TO BE HER ACT AND DEED AND DESIRED THE SAME MIGHT BE RECORDED AS SUCH.

WITNESS MY HAND AND MY SEAL THE DAY AND YEAR AFORESAID.
ELEANOR M. HOAR (N.P. SEAL)

MY COMMISSION EXPIRES SEPTEMBER 17, 1942

THE RESIDENCE OF THE WITHIN NAMED GRANTEE IS 89 WOODLAND AVE., RIDGEWOOD N. J. C. PICHEL

STATE OF NEW JERSEY)
COUNTY OF BERGEN)SS. NO. 9850.

I, JAMES W. MERCER, CLERK OF THE COUNTY OF BERGEN (AND ALSO CLERK OF THE CIRCUIT COURT AND COURT OF COMMON PLEAS THE SAME BEING COURTS OF RECORD OF THE AFORESAID COUNTY HAVING BY LAW A SEAL).

DO HEREBY CERTIFY THAT ELEANOR M. HOAR, ESQUIRE, WHOSE NAME IS SUBSCRIBED TO THE ATTACHED CERTIFICATE OF ACKNOWLEDGMENT OF PROOF OR AFFIDAVIT WAS AT THE TIME OF TAKING SAID ACKNOWLEDGMENT PROOF OR AFFIDAVIT A NOTARY PUBLIC DULY COMMISSIONED AND SWORN AND RESIDING IN SAID STATE AND WAS, AS SUCH NOTARY PUBLIC AN OFFICER OF SAID STATE DULY AUTHORIZED BY THE LAWS THEREOF TO TAKE AND CERTIFY THE SAME AS WELL AS TO TAKE AND CERTIFY THE PROOF AND ACKNOWLEDGMENT OF DEEDS FOR THE CONVEYANCE OF LAND TENEMENTS OR HEREDITAMENTS AND OTHER INSTRUMENTS IN WRITING TO BE RECORDED IN SAID STATE AND THAT THE SAID ACKNOWLEDGMENT IS DULY EXECUTED AND TAKEN ACCORDING TO THE LAWS OF SAID STATE AND THAT FULL FAITH AND CREDIT ARE AND OUGHT TO BE GIVEN TO HIS OFFICIAL ACTS, AND I FURTHER CERTIFY THAT I AM WELL ACQUAINTED WITH HIS HANDWRITING AND VERILY BELIEVE THE SIGNATURE TO THE ATTACHED CERTIFICATE IS HIS GENUINE SIGNATURE.

AND I DO FURTHER CERTIFY THAT THE IMPRESSION OF THE SEAL OF SUCH NOTARY PUBLIC IS NOT REQUIRED BY THE LAWS OF THIS STATE TO BE FILED IN MY OFFICE.

IN WITNESS WHEREOF I HAVE HEREUNTO SET MY HAND AND AFFIXED MY OFFICIAL SEAL THIS 27TH DAY OF DECEMBER A. D. 1940.

JAMES W. MERCER (CLERK
(COURT SEAL) IRENE JONES SPECIAL DEPUTY

STATE OF PENNSYLVANIA)
COUNTY OF LUZERNE)SS.

ON THE 31ST DAY OF DECEMBER A. D. 1940 BEFORE ME THE SUBSCRIBER A NOTARY PUBLIC IN AND FOR SAID STATE, RESIDING IN THE CITY OF WILKES-BARRE IN SAID COUNTY PERSONALLY APPEARED THE ABOVE NAMED GUY W. MOORE, SECRETARY OF MINERS NATIONAL BANK OF WILKES-BARRE WHO BEING DULY SWORN ACCORDING TO LAW, DEPOSETH AND SAITH, THAT HE WAS PERSONALLY PRESENT AT THE EXECUTION OF THE ABOVE WRITTEN INDENTURE AND SAW THE COMMON SEAL OF THE SAID BANK DULY AFFIXED THERETO, AND THAT THE SEAL SO AFFIXED THERETO IS THE COMMON AND CORPORATE SEAL OF THE SAID

Easton Iron And Metal Realty Phase One Environmental Site Assessment

FOR THE ACT AND DEED OF THE SAID BANK FOR THE USES AND PURPOSES THEREIN MENTIONED AND THAT THE NAMES OF THIS DEED AS SECRETARY AND OF SAMUEL MCCrackEN AS VICE PRESIDENT OF THE SAID CORPORATION SUBSCRIBED TO THE SAID INDENTURE IN ATTESTATION OF ITS DUE EXECUTION AND DELIVERY ARE OF THEIR AND EACH OF THEIR RESPECTIVE HANDWRITINGS.

SWORN AND SUBSCRIBED THE DAY AND YEAR LAST)
AFORESAID, BEFORE ME WITNESS MY HAND AND)
OFFICIAL SEAL)

GUY W. MOORE

S. DUTT WOLCOTT (N.P. REAL)

MY COMMISSION EXPIRES MAY 11, 1944

ENTERED JANUARY 2, 1941

STANLEY A. WELLS & CO. INC.)
AS)
TRUSTEE TRUST COMPANY)
I HEREBY CERTIFY THAT THE FOREGOING IS A TRUE AND CORRECT COPY OF THE ORIGINAL AS THE SAME IS KEPT IN THE OFFICE OF THE TRUSTEE TRUST COMPANY AT THE CITY OF BOSTON MASSACHUSETTS AND THAT THE ORIGINAL IS KEPT IN THE OFFICE OF THE TRUSTEE TRUST COMPANY AT THE CITY OF BOSTON MASSACHUSETTS AND THAT THE ORIGINAL IS KEPT IN THE OFFICE OF THE TRUSTEE TRUST COMPANY AT THE CITY OF BOSTON MASSACHUSETTS AND THAT THE ORIGINAL IS KEPT IN THE OFFICE OF THE TRUSTEE TRUST COMPANY AT THE CITY OF BOSTON MASSACHUSETTS

AND THAT THE SAID ORIGINAL IS A TRUE AND CORRECT COPY OF THE ORIGINAL AS THE SAME IS KEPT IN THE OFFICE OF THE TRUSTEE TRUST COMPANY AT THE CITY OF BOSTON MASSACHUSETTS AND THAT THE ORIGINAL IS KEPT IN THE OFFICE OF THE TRUSTEE TRUST COMPANY AT THE CITY OF BOSTON MASSACHUSETTS AND THAT THE ORIGINAL IS KEPT IN THE OFFICE OF THE TRUSTEE TRUST COMPANY AT THE CITY OF BOSTON MASSACHUSETTS AND THAT THE ORIGINAL IS KEPT IN THE OFFICE OF THE TRUSTEE TRUST COMPANY AT THE CITY OF BOSTON MASSACHUSETTS AND THAT THE ORIGINAL IS KEPT IN THE OFFICE OF THE TRUSTEE TRUST COMPANY AT THE CITY OF BOSTON MASSACHUSETTS

ALL THESE THINGS I HAVE DONE AND WILL DO IN THE PRESENCE OF FOUR TRUSTEES TO BE CHosen BY THE SAID TRUSTEES AND WILL SIGN MY HAND AND SEAL AND THE HANDS AND SEALS OF THE SAID TRUSTEES AND WILL SIGN MY HAND AND SEAL AND THE HANDS AND SEALS OF THE SAID TRUSTEES AND WILL SIGN MY HAND AND SEAL AND THE HANDS AND SEALS OF THE SAID TRUSTEES

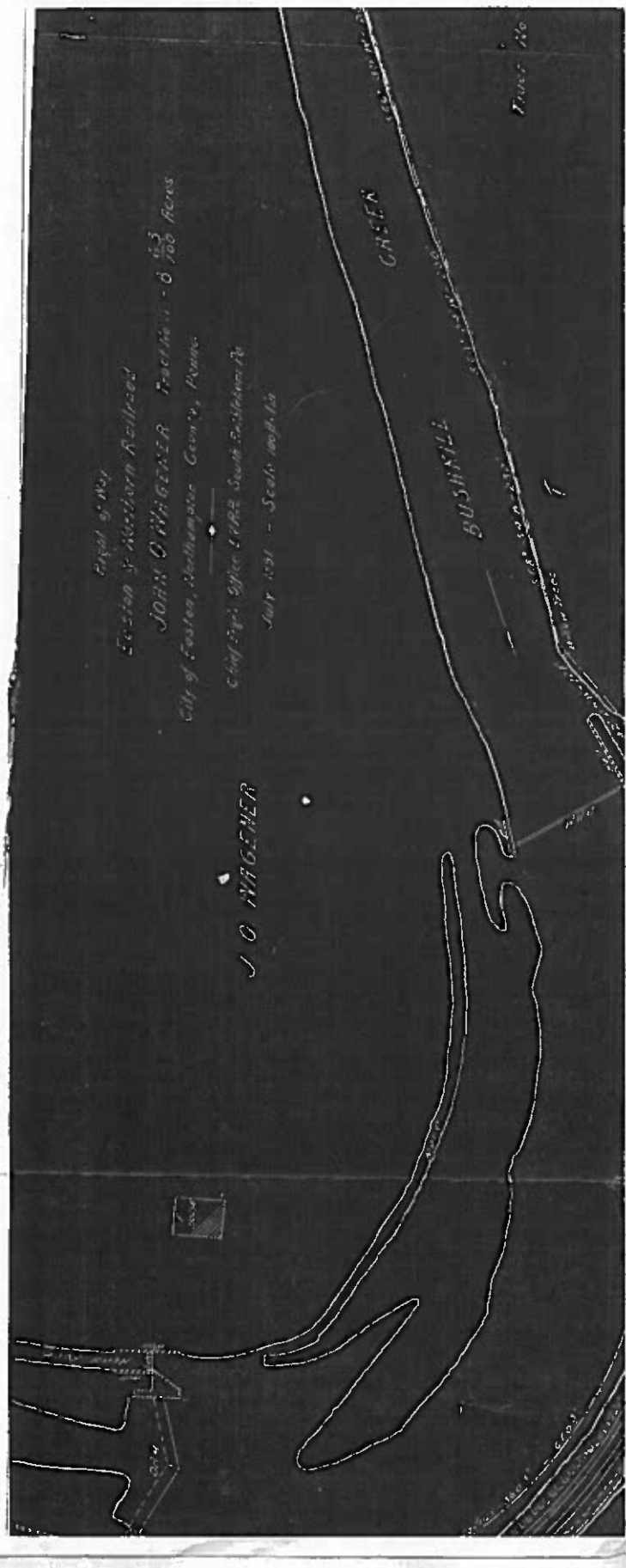
BEFORE ME THIS 2nd DAY OF JANUARY 1941 (1941 AND 1941) AND WILL SIGN MY HAND AND SEAL AND THE HANDS AND SEALS OF THE SAID TRUSTEES AND WILL SIGN MY HAND AND SEAL AND THE HANDS AND SEALS OF THE SAID TRUSTEES AND WILL SIGN MY HAND AND SEAL AND THE HANDS AND SEALS OF THE SAID TRUSTEES AND WILL SIGN MY HAND AND SEAL AND THE HANDS AND SEALS OF THE SAID TRUSTEES AND WILL SIGN MY HAND AND SEAL AND THE HANDS AND SEALS OF THE SAID TRUSTEES AND WILL SIGN MY HAND AND SEAL AND THE HANDS AND SEALS OF THE SAID TRUSTEES

AND THAT THE SAID ORIGINAL IS A TRUE AND CORRECT COPY OF THE ORIGINAL AS THE SAME IS KEPT IN THE OFFICE OF THE TRUSTEE TRUST COMPANY AT THE CITY OF BOSTON MASSACHUSETTS AND THAT THE ORIGINAL IS KEPT IN THE OFFICE OF THE TRUSTEE TRUST COMPANY AT THE CITY OF BOSTON MASSACHUSETTS AND THAT THE ORIGINAL IS KEPT IN THE OFFICE OF THE TRUSTEE TRUST COMPANY AT THE CITY OF BOSTON MASSACHUSETTS AND THAT THE ORIGINAL IS KEPT IN THE OFFICE OF THE TRUSTEE TRUST COMPANY AT THE CITY OF BOSTON MASSACHUSETTS

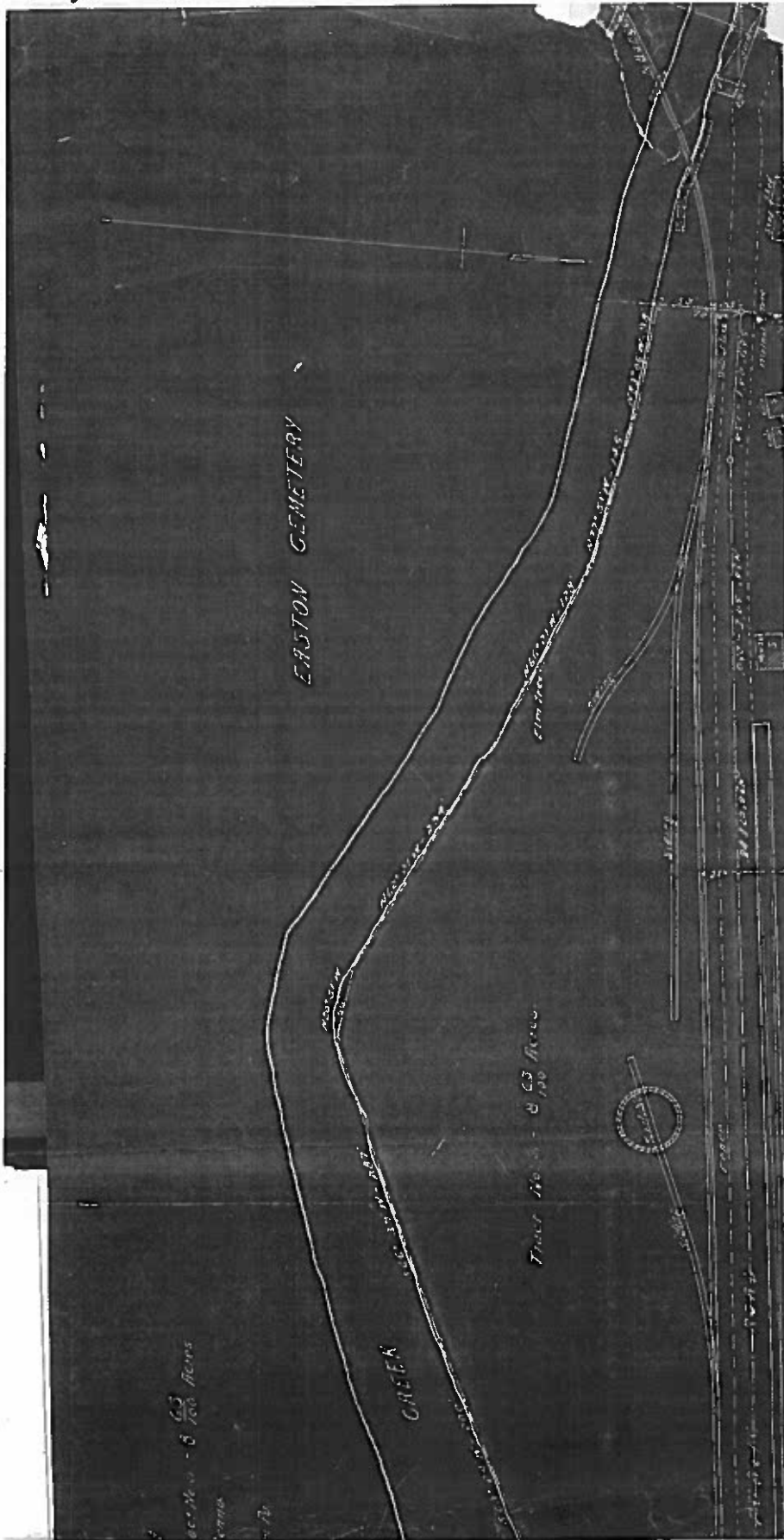
AND THAT THE SAID ORIGINAL IS A TRUE AND CORRECT COPY OF THE ORIGINAL AS THE SAME IS KEPT IN THE OFFICE OF THE TRUSTEE TRUST COMPANY AT THE CITY OF BOSTON MASSACHUSETTS AND THAT THE ORIGINAL IS KEPT IN THE OFFICE OF THE TRUSTEE TRUST COMPANY AT THE CITY OF BOSTON MASSACHUSETTS AND THAT THE ORIGINAL IS KEPT IN THE OFFICE OF THE TRUSTEE TRUST COMPANY AT THE CITY OF BOSTON MASSACHUSETTS AND THAT THE ORIGINAL IS KEPT IN THE OFFICE OF THE TRUSTEE TRUST COMPANY AT THE CITY OF BOSTON MASSACHUSETTS

AND THAT THE SAID ORIGINAL IS A TRUE AND CORRECT COPY OF THE ORIGINAL AS THE SAME IS KEPT IN THE OFFICE OF THE TRUSTEE TRUST COMPANY AT THE CITY OF BOSTON MASSACHUSETTS AND THAT THE ORIGINAL IS KEPT IN THE OFFICE OF THE TRUSTEE TRUST COMPANY AT THE CITY OF BOSTON MASSACHUSETTS AND THAT THE ORIGINAL IS KEPT IN THE OFFICE OF THE TRUSTEE TRUST COMPANY AT THE CITY OF BOSTON MASSACHUSETTS AND THAT THE ORIGINAL IS KEPT IN THE OFFICE OF THE TRUSTEE TRUST COMPANY AT THE CITY OF BOSTON MASSACHUSETTS

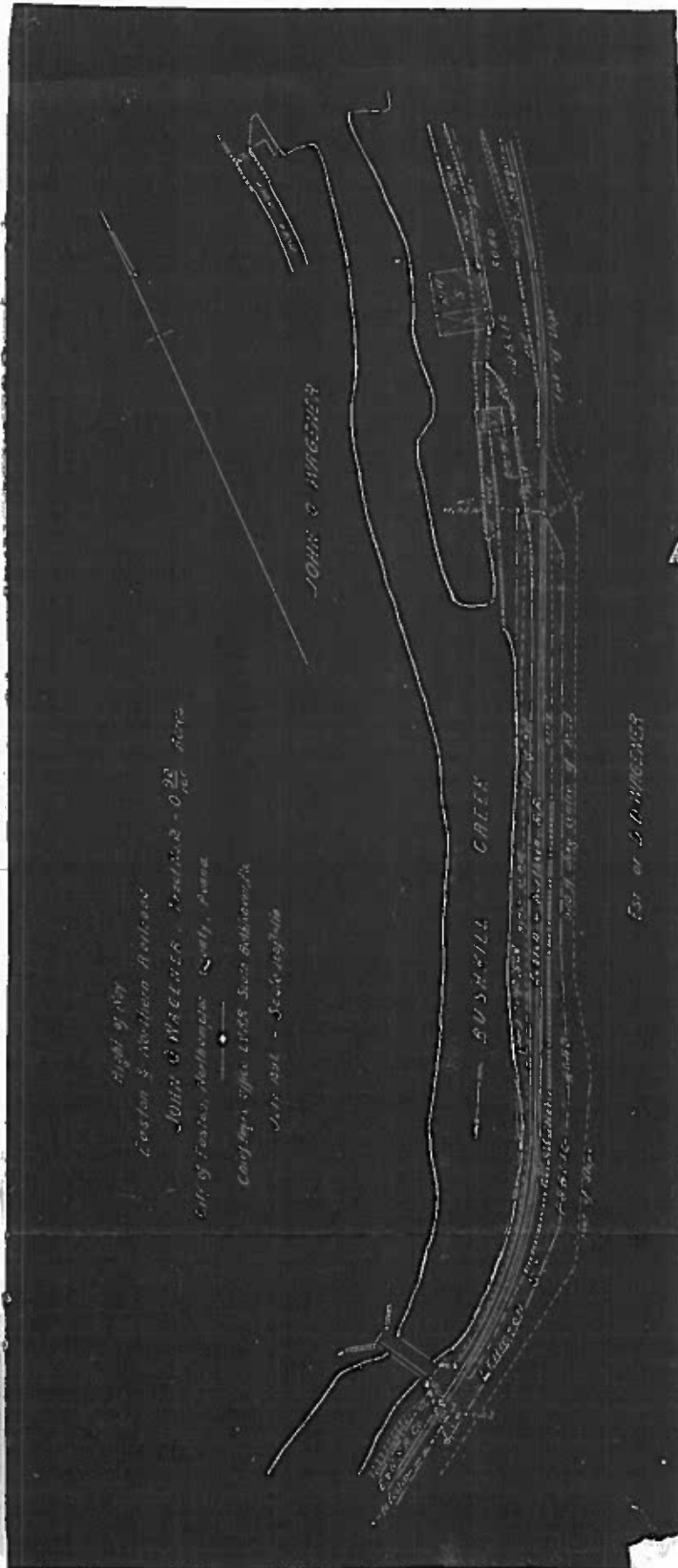
Easton Iron And Metal Realty Phase One Environmental Site Assessment



Easton Iron And Metal Realty Phase One Environmental Site Assessment



Easton Iron And Metal Realty Phase One Environmental Site Assessment



Appendix B.2: Easements

List of Easements:

<u>Date:</u>	<u>Grantor:</u>	<u>Grantee:</u>	<u>Book/Volume/Pg:</u>	<u>Page:</u>
April 9 th , 1997	Easton Iron & Metal Realty	Metropolitan Edison Company	North Hampton Deeds Office Database	77
June 21 st , 1971	Easton Iron & Metal Realty	Metropolitan Edison Company	North Hampton Deeds Office Database	79
May 7 th , 1971	Easton Iron & Metal Realty	Metropolitan Edison Company	North Hampton Deeds Office Database	83

FOR COMPANY USE ONLY	
Document No.	
Work Order No.	<u>51-3000-88217-360-2</u>
Line No.	<u>142</u>
Grid No.	<u>70106-50797</u>

EASEMENT

The undersigned, EASTON IRON AND METAL REALTY, A CO-PARTNERSHIP
CONSISTING OF JACK STEIN, AND SIMON MERBAUM, HAVING
ITS PRINCIPAL OFFICE AT 101 BUSHKILL DRIVE, EASTON PA 18042,

lands situate in the CITY of EASTON (the "Grantor") is the owner of certain
County of _____

NORTHAMPTON, Pa., bounded and/or described as follows (the "Land"): [Include information
such as street address, subdivision plan name and number, lot number, recording data and tax parcel number]

TAX PARCEL NUMBER L9NE1-17-10
RECORDED IN DEED BOOK 19946, PAGE 49739

Grantor, in recognition of the obligation of Metropolitan Edison Company, a Pennsylvania Corporation (the "Grantee")
to furnish and maintain adequate, efficient, safe and reasonable service and facilities, and intending to be legally bound,
hereby grants and conveys to Grantee a permanent easement and uninterrupted right, from time to time, to construct,
reconstruct, operate, inspect, replace, improve, maintain, relocate, extend and remove overhead, underground and ground
level facilities described below (the "Facilities") as may be necessary or convenient for electric and communication
purposes for the use and benefit of the Land and/or adjacent lands on, over, under and across the _____
SOUTH portion of the Land.

The Facilities may include, without limitation, poles (with or without crossarms), guy wires, street lights and standards,
transformers, transformer pads, switching compartments, conduits, conductors, ducts, wires, cables, fibers, pedestals,
terminal boxes, hand-holes and other related equipment and apparatus from time to time deemed necessary or convenient
by Grantee to accomplish the above purposes.

Grantor further grants and conveys to Grantee the right, from time to time, to (i) trim, cut or remove vegetation
and trees and remove objects which are within FIFTEEN (15) feet of overhead
Facilities, or within three feet of poles or other Facilities at ground level (except in front of Facilities' access doors
where the clearance distance shall be ten feet); (ii) make excavations to accomplish the above purposes; and (iii) enter
upon the Land without notice for all of the purposes hereof.

Grantor covenants not to (i) construct, place, maintain or use structures of any kind, vegetation or trees over
underground Facilities or within three feet of poles or other Facilities at ground level (except in front of Facilities' access
doors where the clearance distance shall be ten feet); (ii) raise or lower the ground elevation of the Land above or
beneath the Facilities; (iii) grow any vegetation or trees, which have a natural growing height exceeding eight feet,
beneath overhead Facilities; or (iv) obstruct access to, remove structural support from, divert or impound water to or
on or otherwise interfere with, the Facilities.

The rights and obligations hereunder shall be binding upon and inure to the benefit of the Grantor and Grantee
and their heirs, executors, administrators, successors and assigns, as the case may be.

TITLE TO PREMISES IS VESTED SOLELY IN THE GRANTOR
IN WITNESS WHEREOF, Grantor has duly executed this easement this 9TH day of APRIL, 1997.

Witness/Attest: (affix Corporate seal)

[Signature]
VOL: _____
PAGE: 1007-1
037129

EASTON IRON AND METAL REALTY [SEAL]
[Signature] [SEAL]
JACK STEIN
[Signature]
SIMON MERBAUM

R0000940 Rev. 11/92

Easton Iron And Metal Realty Phase One Environmental Site Assessment

STATE OF PENNSYLVANIA
 COUNTY OF NORTHAMPTON

On this, the 9th day of April, 1997, before me Jack R. Herbst, the undersigned officer, personally appeared Jack Stein & Simon Merbaum, Co-Partners of Easton Iron and Metal Realty, known to me (or satisfactorily proven) to be the person(s) whose name(s) are subscribed to the within instrument, and acknowledged that t he y executed the same for the purposes therein contained. In witness whereof, I hereunto set my hand and official seal.

NOTARIAL SEAL
 JACK R. HERBST, Notary Public
 Easton, Northampton Co., PA
 My Commission Expires Nov. 22, 1999



RIGHT-OF-WAY
 Jack Stein & Simon Merbaum
 co-partners

TO
 METROPOLITAN EDISON COMPANY

Date April 9, 1997

RECORDED in the Office for the Recording of Deeds, etc., in and for _____ County, Pennsylvania, in Book No. _____ at page _____

WITNESS my hand and seal of Office this _____ day of _____, 19____.

RECORDER OF DEEDS
 NORTHAMPTON COUNTY
 PENNSYLVANIA
 INSTRUMENT NUMBER
 1997013649
 RECORDED ON
 Apr 21, 1997
 8:40:59 AM
 RECORDING FEES \$13.00
 STATE WRIT TAX \$0.50
 TOTAL \$13.50

Notary

On this, the _____ day of _____, 19____, before me _____, the undersigned officer, personally appeared _____, a corporation, and that he as such _____, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as _____ in witness whereof, I hereunto set my hand and official seal.

VOL: 1997-1
 PAGE: 037130

BY A CORPORATION
 STATE OF PENNSYLVANIA
 COUNTY OF

Easton Iron And Metal Realty Phase One Environmental Site Assessment

EASEMENT FOR UNDERGROUND LARGE THREE PHASE SERVICE -
NON-RESIDENTIAL PREMISES

WHEREAS, Philip J. Goldman, Sarah Weitsman, Jack Stein and Simon Merbaum,
Co-partners trading and doing business as Easton Iron and Metal Realty (hereinafter

called "Grantor") is the owner of a certain tract or parcel of land situate in the
City of Easton, County of Northampton

Commonwealth of Pennsylvania, more particularly described as follows:

Northerly by land of Lehigh Valley Railroad

Easterly by land of Donald Walters

Southerly by land of The Easton Cemetery

Westerly by other land of Grantors

RECORDED
JUN 21 10 10 AM '91
185
ENTERED

_____ ; and

WHEREAS, Grantor has contracted with Metropolitan Edison Company, a Pennsylvania corporation (hereinafter called "Grantee"), for the installation of an underground electric service to a permanent point of delivery on said tract or parcel of land;

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) paid by Grantee, the receipt whereof is hereby acknowledged, Grantor hereby grants and conveys to Grantee, its successors and assigns, the full, free and uninterrupted right and privilege from time to time to enter upon said tract or parcel of land and therein, or so far as Grantor's rights may extend, within any public street, alley or highway thereof, or bounding the same, to construct, inspect, operate, replace, relocate, repair and perpetually maintain facilities for an underground electric service installation and overhead electric-line facilities connected thereto, including such of the following as may be necessary or convenient therefor, and in providing street-lighting if and when required in the vicinity, to wit: cables, conduits, ducts, conductors, wires, hand-holes, pedestals, transformers, street-light standards, luminaires, poles (with or without crossarms), and guy wires; and also including

VOL 199 PAGE 126

2-69

Easton Iron And Metal Realty Phase One Environmental Site Assessment

other usual appurtenances to any of the foregoing, as well as such other usual fixtures and equipment as may be necessary for the convenient transaction of its business, such facilities to be installed at the locations shown on Grantee's Plan No. AA-922-E dated 2-5-71 and entitled "U.G. ELECTRIC SERVICE, EASTON IRON & METAL REALTY, EASTON, PA.", a copy of which is hereto attached and made a part hereof;

Together with the right from time to time to relocate any of such facilities and to install, operate and maintain such additional facilities as Grantee shall deem necessary or convenient in establishing, maintaining, operating or extending its said underground distribution system for service to Grantor.

Together also with the right from time to time to trim, cut or remove trees, underbrush and other obstructions that are within ten (10) feet of any wire, transformer or other above-ground electric facility and to remove, from time to time such obstructions, and make such excavations, as may be necessary or convenient in connection with such underground facilities, and the right to remove any of said facilities, wherever located, or any part thereof, as well as the right of entry upon Grantor's said lands for all the purposes hereof; provided, however, any damage to the property of Grantor caused by Grantee in constructing and maintaining said facilities, shall be borne by Grantee, excepting only such damage as may be caused by the trimming, cutting or removal of trees, underbrush and obstructions to above-ground facilities as aforesaid.

The words "Grantor" and "Grantee" shall include the parties hereto and their respective heirs, executors, administrators, successors and assigns, as the case may be.

IN WITNESS WHEREOF, Grantor has duly executed this indenture this 17th day of June, 19 71 .

Witness:

Harold W. Kufly



Richard D. Gubman (SEAL)

Sarah Weisman (SEAL)

Jack Stein (SEAL)

Simon M. Brown (SEAL)

VOL 199 PAGE 127

- 2 -

Easton Iron And Metal Realty Phase One Environmental Site Assessment

STATE OF PENNSYLVANIA :
: ss
COUNTY OF NORTHAMPTON :

On this, the 17th day of June, 1971, before me,
Harold W. Kulp, Jr., the undersigned officer, personally appeared
Philip J. Goldman, Sarah Weitzman, Jack Stein and Simon Merbaum, known to
me (or satisfactorily proven) to be the persons whose names are subscribed to the
within instrument, and acknowledged that they executed the same for the purposes
therein contained.

In Witness Whereof, I hereunto set my hand and official seal.



Harold W. Kulp, Jr.
NOTARY PUBLIC
NORTHAMPTON COUNTY, EASTON, PA.
MY COMMISSION EXPIRES AUG. 21, 1972
TITLE OF OFFICER

STATE OF :
: ss
COUNTY OF :

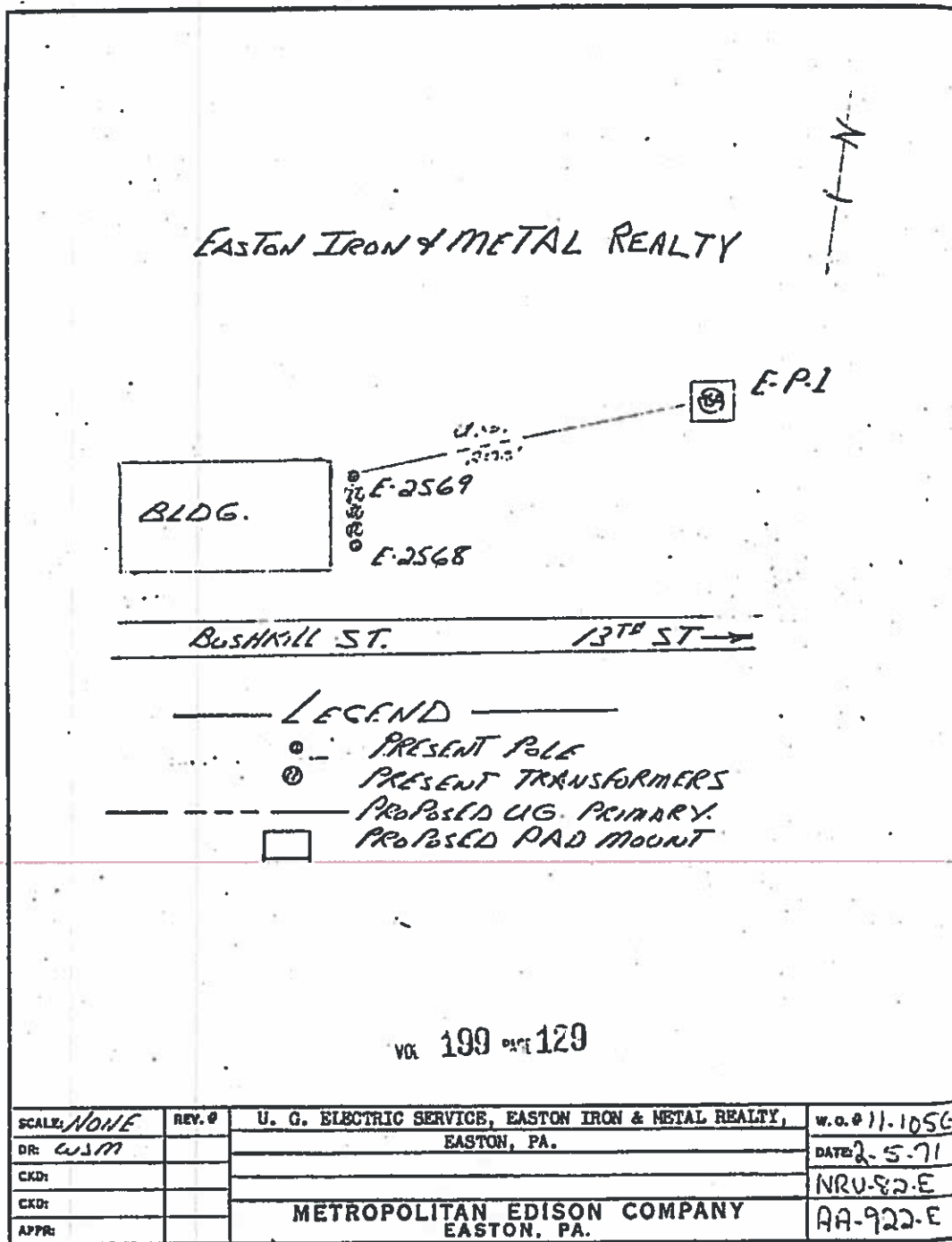
On this, the _____ day of _____, 19____, before me,
_____, the undersigned officer, personally appeared
_____, who acknowledged himself to
be the _____ of _____,
a corporation, and that he as such _____, being authorized to
do so, executed the foregoing instrument for the purposes therein contained by signing
the name of the corporation by himself as _____.

In Witness Whereof, I hereunto set my hand and official seal.

Title of Officer

1971 199 128

Easton Iron And Metal Realty Phase One Environmental Site Assessment



EASEMENT FOR UNDERGROUND LARGE THREE PHASE SERVICE -
NON-RESIDENTIAL PREMISES

WHEREAS, Simon Merbaum, Jack Stein, Philip J. Goldman and Sarah Weitzman,
partners trading and doing business as Easton Iron & Metal Co. (hereinafter

called "Grantor") is the owner of a certain tract or parcel of land situate in the
City of Easton, County of Northampton,
Commonwealth of Pennsylvania, more particularly described as follows:

- Northerly by land of Lehigh Valley Railroad
- Easterly by land of Donald Walters
- Southerly by land of The Easton Cemetary
- Westerly by other land of Grantors

RECORDED IN THE OFFICE
 OF THE COUNTY CLERK
 NORTHAMPTON COUNTY, PENNA.
 MAY 7 9 43 AM 1971
 ENTERED
 224

and
WHEREAS, Grantor has contracted with Metropolitan Edison Company, a Pennsylvania
corporation (hereinafter called "Grantee"), for the installation of an underground
electric service to a permanent point of delivery on said tract or parcel of land;

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) paid by
Grantee, the receipt whereof is hereby acknowledged, Grantor hereby grants and conveys
to Grantee, its successors and assigns, the full, free and uninterrupted right and
privilege from time to time to enter upon said tract or parcel of land and therein,
or so far as Grantor's rights may extend, within any public street, alley or highway
thereof, or bounding the same, to construct, inspect, operate, replace, relocate,
repair and perpetually maintain facilities for an underground electric service
installation and overhead electric-line facilities connected thereto, including such
of the following as may be necessary or convenient therefor, and in providing street-
lighting if and when required in the vicinity, to wit: cables, conduits, ducts,
conductors, wires, hand-holes, pedestals, transformers, street-light standards,
luminaires, poles (with or without crossarms), and guy wires; and also including

VOL 198 PAGE 87

2-69

Easton Iron And Metal Realty Phase One Environmental Site Assessment

other usual appurtenances to any of the foregoing, as well as such other usual fixtures and equipment as may be necessary for the convenient transaction of its business, such facilities to be installed at the locations shown on Grantee's Plan No. AA-922-B dated 2-5-71 and entitled "U.G. Electric Service, Easton Iron & Metal Co., Easton, Pa.", a copy of which is hereto attached and made a part hereof;

Together with the right from time to time to relocate any of such facilities and to install, operate and maintain such additional facilities as Grantee shall deem necessary or convenient in establishing, maintaining, operating or extending its said underground distribution system for service to Grantor.

Together also with the right from time to time to trim, cut or remove trees, underbrush and other obstructions that are within ten (10) feet of any wire, transformer or other above-ground electric facility and to remove, from time to time such obstructions, and make such excavations, as may be necessary or convenient in connection with such underground facilities, and the right to remove any of said facilities, wherever located, or any part thereof, as well as the right of entry upon Grantor's said lands for all the purposes hereof; provided, however, any damage to the property of Grantor caused by Grantee in constructing and maintaining said facilities, shall be borne by Grantee, excepting only such damage as may be caused by the trimming, cutting or removal of trees, underbrush and obstructions to above-ground facilities as aforesaid.

The words "Grantor" and "Grantee" shall include the parties hereto and their respective heirs, executors, administrators, successors and assigns, as the case may be.

IN WITNESS WHEREOF, Grantor has duly executed this indenture this 14th day of April, 19 71.

Witness: Signatures of Simon Marbaum, Jack Stein & Phillip J. Goldman:

Harold W. Kupfer



Simon Marbaum [SEAL]

Jack Stein [SEAL]

Phillip J. Goldman [SEAL]

Witness Signature of Sarah Weitzman:

Sarah Weitzman

Sarah Weitzman [SEAL]

Vol: 108 Page: 88

RBH
- 2 -

Easton Iron And Metal Realty Phase One Environmental Site Assessment

STATE OF PENNSYLVANIA)
COUNTY OF NORTHAMPTON) ss

On this, the 14th day of April, 1971,
before me, Harold W. Kulp, Jr., the undersigned officer, personally
appeared Simon Merbaum, Jack Stein, and Phillip J. Goldman
known to me (or satisfactorily proven) to be the persons whose names are
subscribed to the within instrument, and acknowledged that they executed the
same for the purposes therein contained.

In Witness Whereof, I hereunto set my hand and official seal.



Harold W. Kulp, Jr.
NOTARY PUBLIC
NORTHAMPTON COUNTY, EASTON, PA.
MY COMMISSION EXPIRES AUG. 21, 1972
Title of Officer

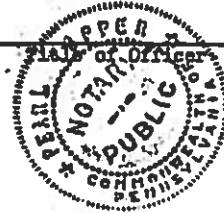
STATE OF Pennsylvania)
COUNTY OF Northampton) ss

On this, the 14th day of April, 1971,
before me, Paul Topper, the undersigned officer, personally
appeared Severin Weitzman
known to me (or satisfactorily proven) to be the person whose name
subscribed to the within instrument, and acknowledged that she executed the
same for the purposes therein contained.

In Witness Whereof, I hereunto set my hand and official seal.

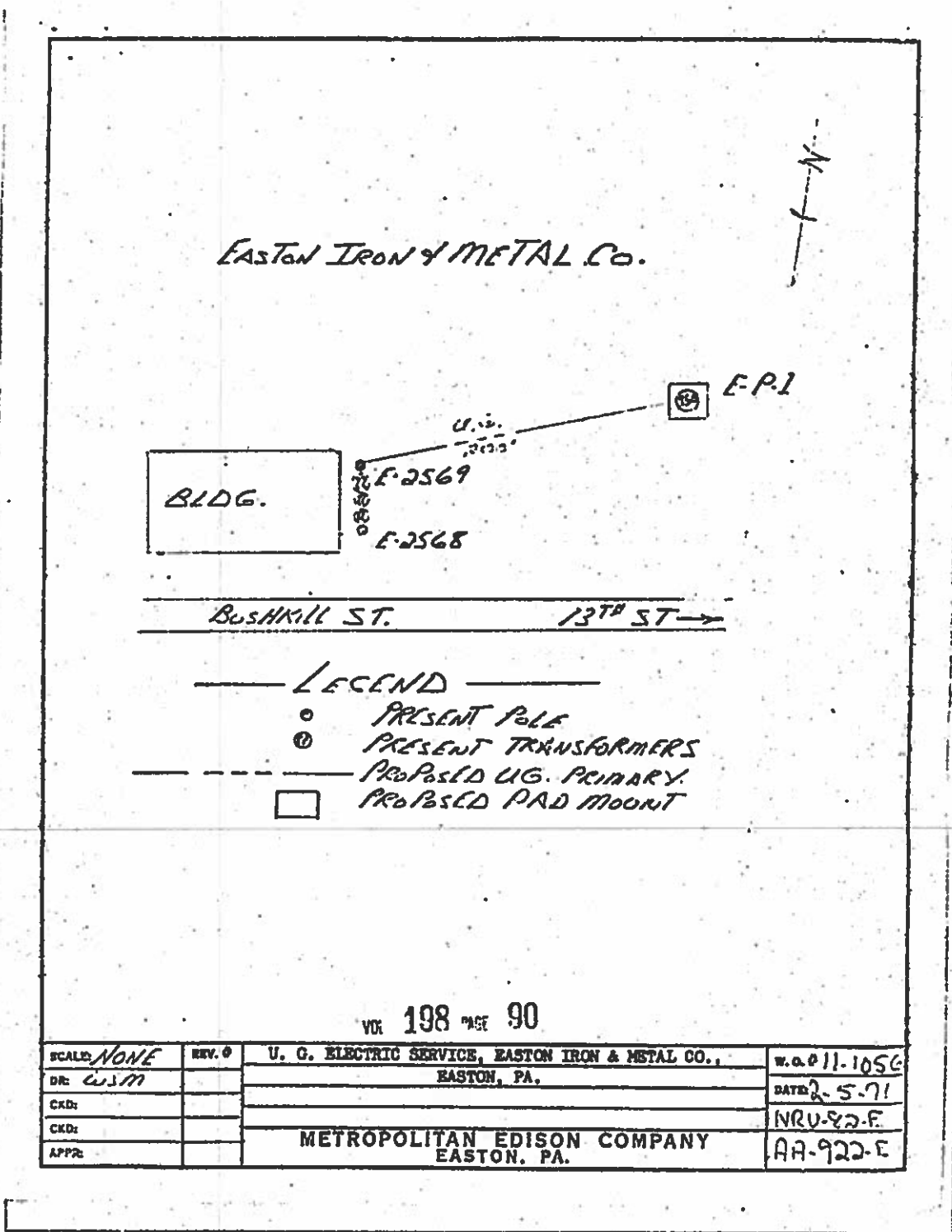
Paul Topper
Title of Officer

My Commission Expires
May 22, 1972



Vol 198 pg 89

Easton Iron And Metal Realty Phase One Environmental Site Assessment



Appendix B.3: Aerial Photographs



Figure B.3.1: Aerial photos of site in 1964 obtained from Lehigh Valley Planning Commission, Scale: 1"= 660'

Project: Easton Iron and Metal Realty

Client: Kney Engineering

Date: April 10th, 2010



Easton Iron And Metal Realty Phase One Environmental Site Assessment



Figure B.3.2: Aerial photos of site in 1974 obtained from Lehigh Valley Planning Commission, Scale: 1"= 2000'

Project: Easton Iron and Metal Realty

Client: Kney Engineering

Date: April 10th, 2010



Easton Iron And Metal Realty Phase One Environmental Site Assessment



Figure B.3.3: Aerial photos of site in 1981 obtained from Lehigh Valley Planning Commission, Scale: 1"= 2000'

Project: Easton Iron and Metal Realty

Client: Kney Engineering

Date: April 10th, 2010





Figure B.3.4: Aerial photos of site in 1986 obtained from Lehigh Valley Planning Commission, Scale: 1"= 800'

Project: Easton Iron and Metal Realty

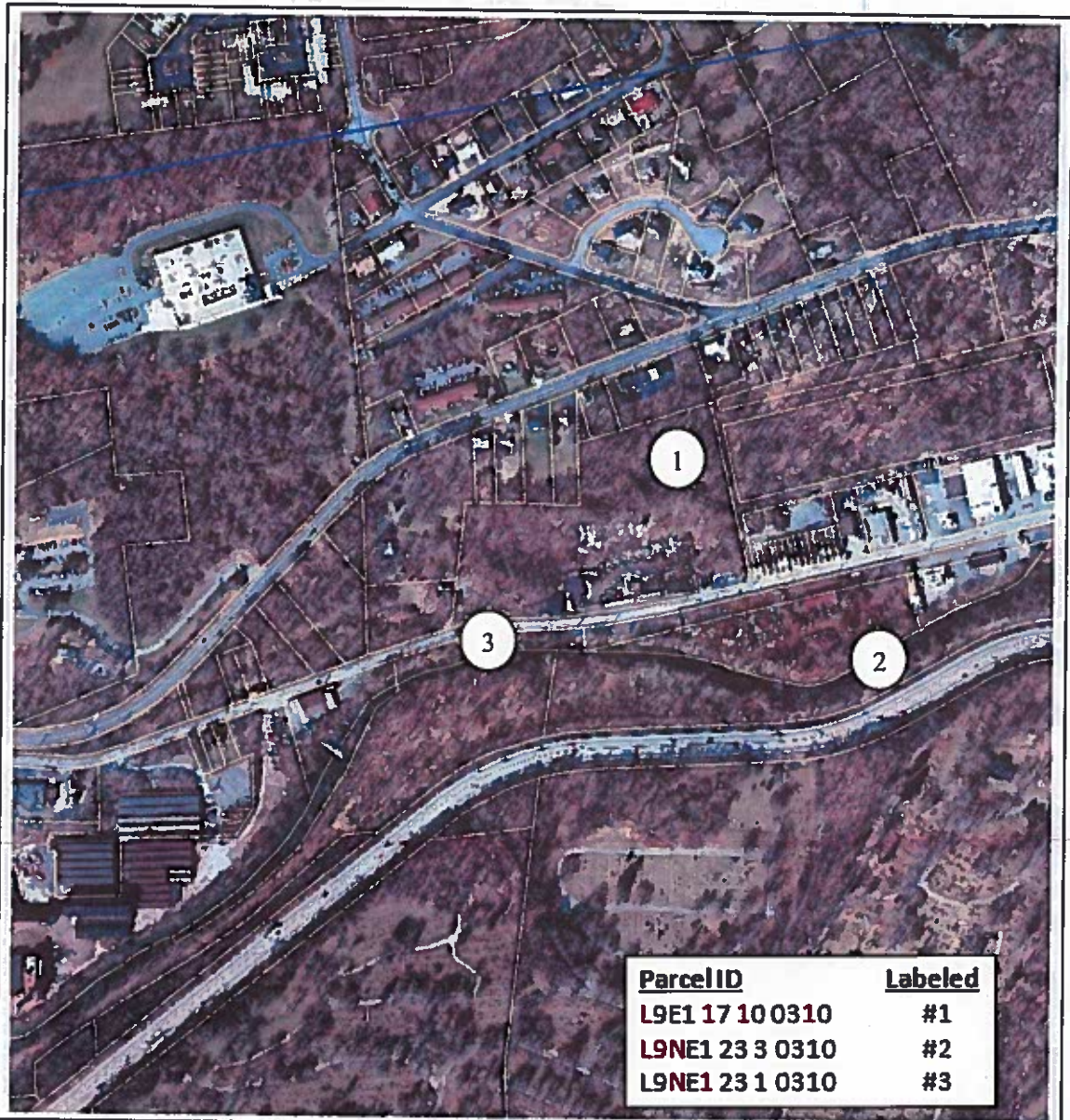
Client: Kney Engineering

Date: April 10th, 2010



Easton Iron And Metal Realty Phase One Environmental Site Assessment

#7-2000



<u>Parcel ID</u>	<u>Labeled</u>
L9E1 17 10 0310	#1
L9NE1 23 3 0310	#2
L9NE1 23 1 0310	#3

Lehigh Valley Planning Commission Digital Mapping Library



	<p>Owner Name: EASTON IRON & METAL REALTY</p> <p>Map Block Lot: L09NE1-23-003</p> <p>Pin Number: 5067-01-7802-4174</p> <p>Property Street Address: <No Parcels Located></p> <p>Owner City, State, Zipcode: EASTON PA 18042</p>	<p>N</p>  <p>1" = 400'</p>
	<p><small>The Lehigh Valley Planning Commission is not liable for use of this map for any purposes. This map is not intended for conveyances, nor is it a legal survey. This map and its contents are subject to change without prior notice.</small></p>	

Figure B.3.5: Aerial photos of site in 2000 obtained from Lehigh Valley Planning Commission, Scale: 1"= 400'

Easton Iron And Metal Realty Phase One Environmental Site Assessment

#7-2009



Lehigh Valley Planning Commission Digital Mapping Library



Owner Name: EASTON IRON & METAL REALTY

Map Block Lot: L09NE1-23-003

Pin Number: 5067-01-7802-4174

Property Street Address: <No Parcels Located>

Owner City, State, Zipcode: EASTON PA 18042

The Lehigh Valley Planning Commission is not liable for use of this map for any purposes. This map is not intended for conveyances, nor is it a legal survey. This map and its contents are subject to change without prior notice.



1" = 400'

Figure B.3.6: Aerial photos of site in 2009 obtained from Lehigh Valley Planning Commission, Scale: 1"= 400'

Easton Iron And Metal Realty Phase One Environmental Site Assessment



Figure B.3.7: Aerial photos of site in April 2005 obtained from Google Earth

Project: Easton Iron and Metal Realty

Client: Kney Engineering

Date: April 10th, 2010





Figure B.3.8: Aerial photos of site in August 2006 obtained from Google Earth

Project: Easton Iron and Metal Realty

Client: Kney Engineering

Date: April 10th, 2010



Appendix B.4: Sanborn Maps

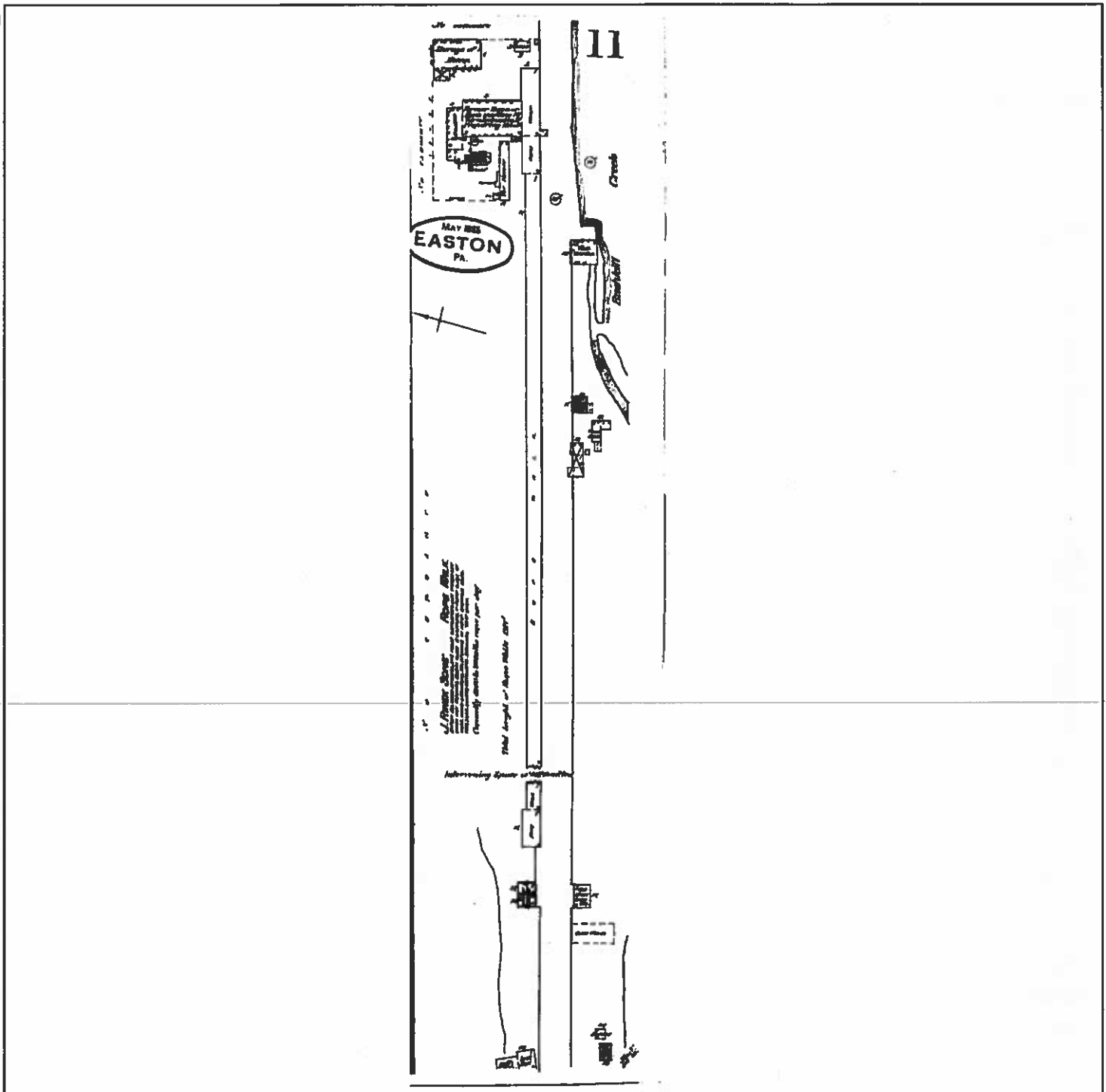


Figure B.4.1: May 1885 Sanborn Fire Insurance Map

Project: Easton Iron and Metal Realty

Client: Kney Engineering

Date: April 10th, 2010



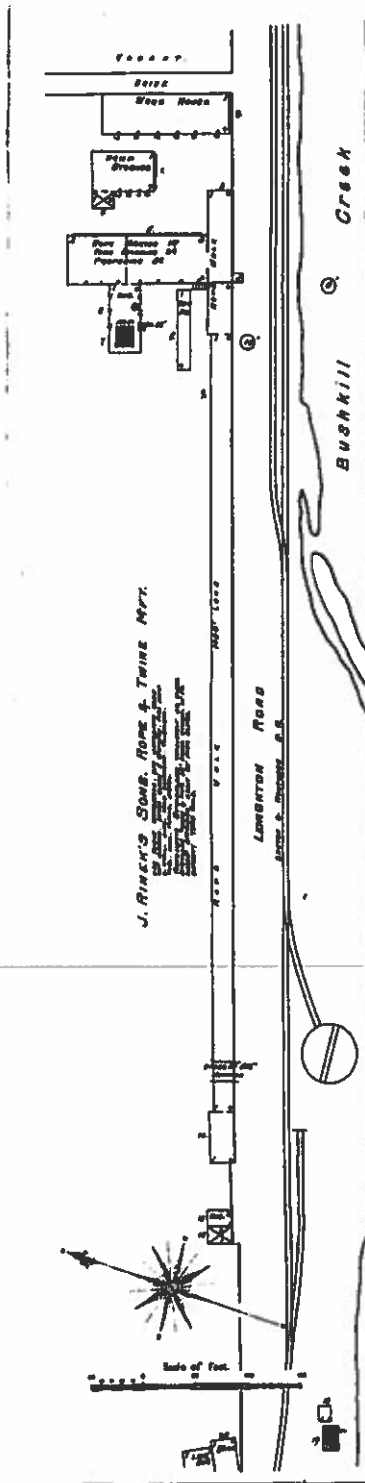


Figure B.4.2: January 1892 Sanborn Fire Insurance Map

Project: Easton Iron and Metal Realty

Client: Kney Engineering

Date: April 10th, 2010



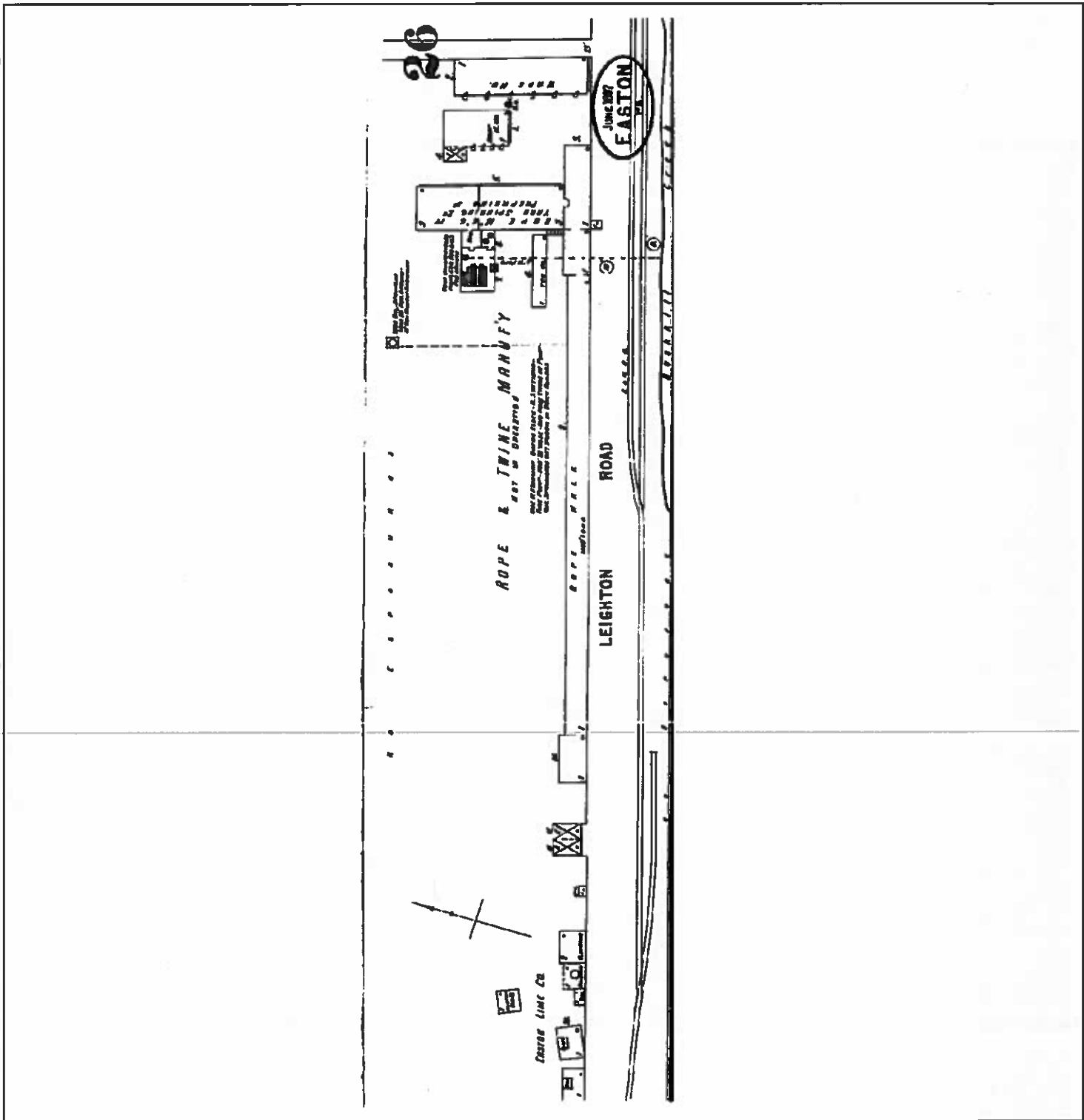


Figure B.4.3: June 1897 Sanborn Fire Insurance Map

Project: Easton Iron and Metal Realty

Client: Kney Engineering

Date: April 10th, 2010



Easton Iron And Metal Realty Phase One Environmental Site Assessment

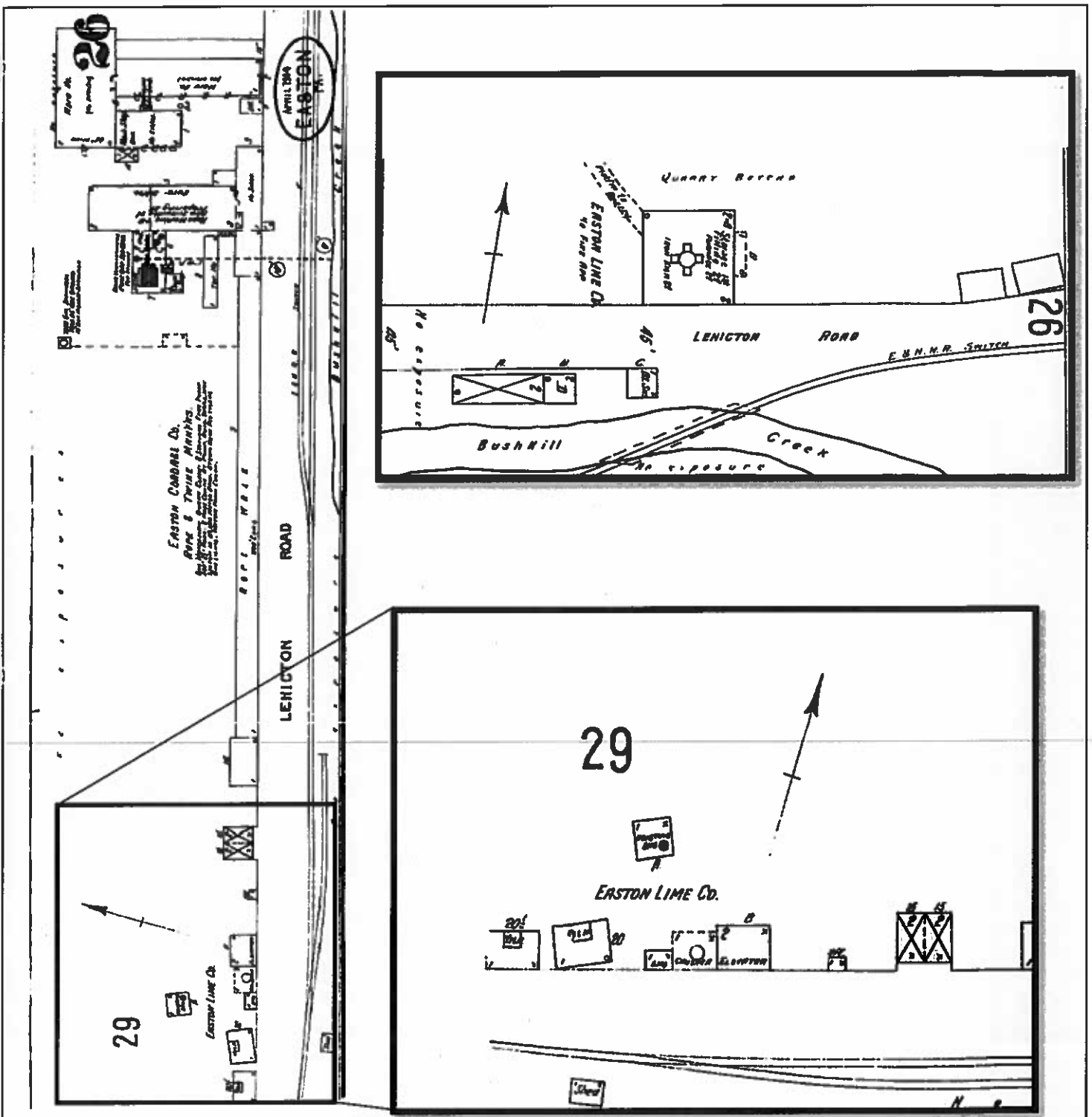


Figure B.4.4: April 1904, bottom left picture is a zoom in on Property #1, top left is a continuation of Property #1 on another page.

Project: Easton Iron and Metal Realty

Client: Kney Engineering

Date: April 10th, 2010



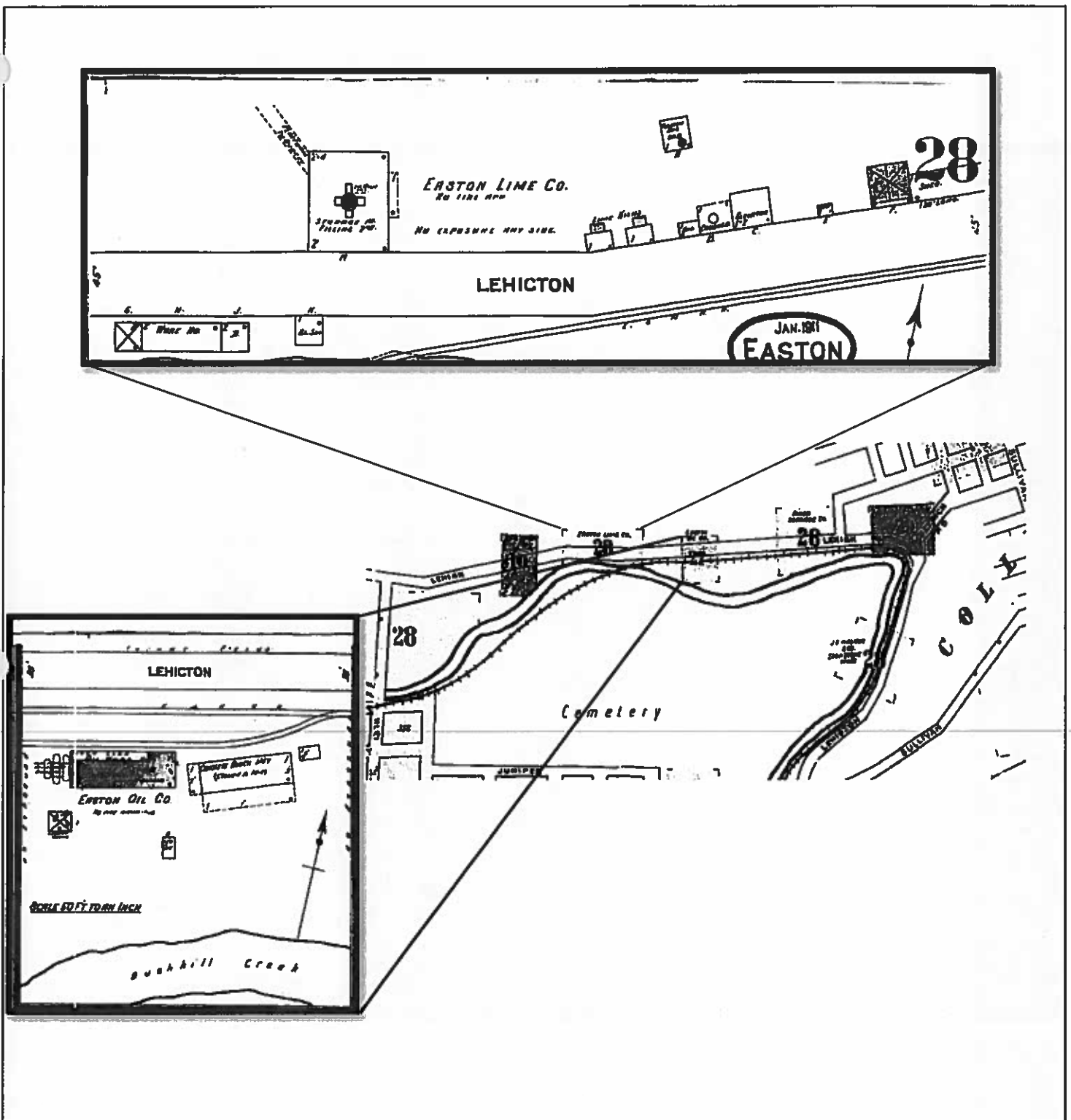


Figure B.4.5: January 1911 Sanborn Fire Insurance Map

Project: Easton Iron and Metal Realty

Client: Kney Engineering

Date: April 10th, 2010



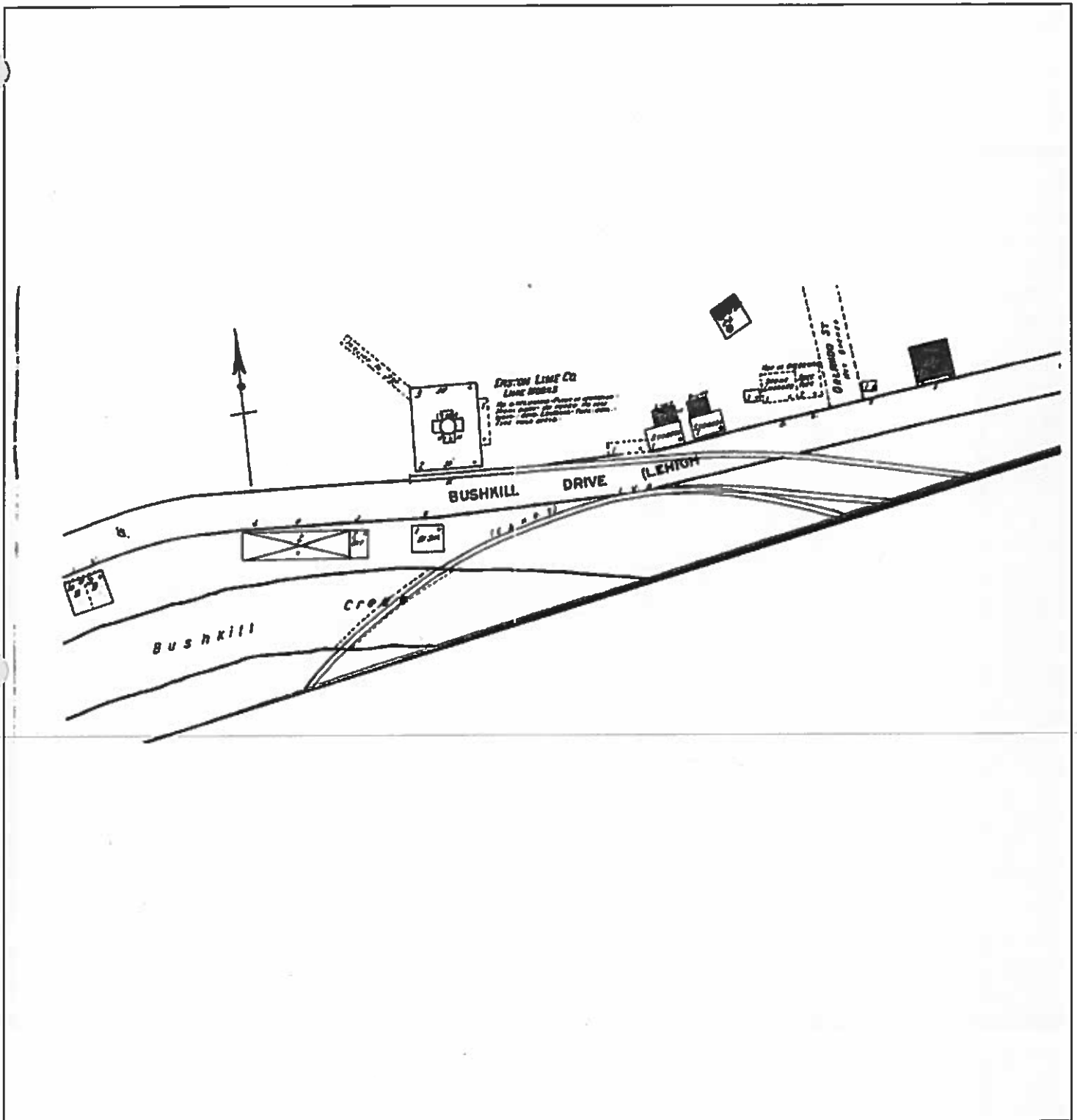


Figure B.4.6: September 1919 Sanborn Fire Insurance Map

Project: Easton Iron and Metal Realty

Client: Kney Engineering

Date: April 10th, 2010



GREEN MONSTER
CONSULTING

Easton Iron And Metal Realty Phase One Environmental Site Assessment

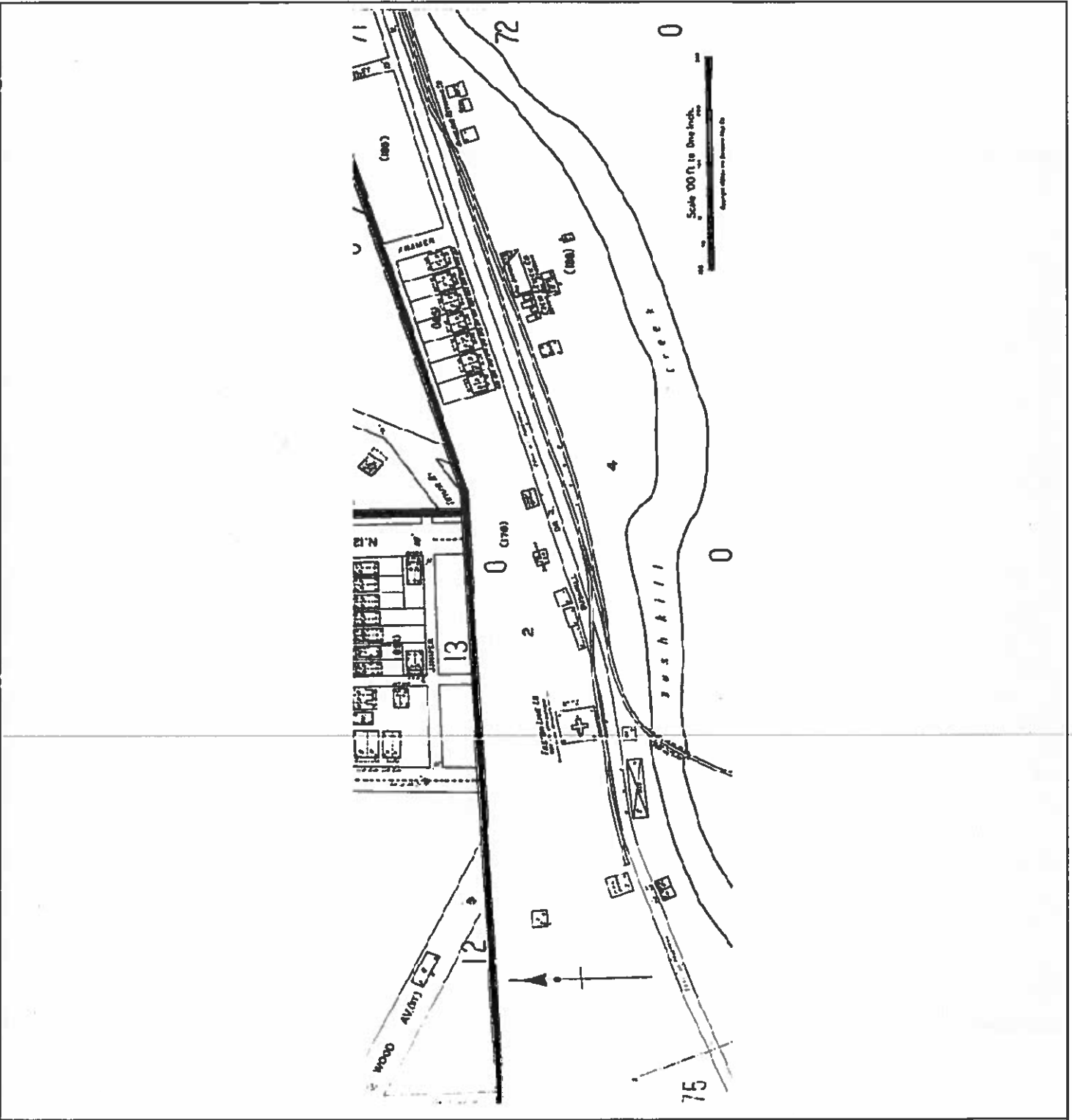


Figure B.4.7: 1927 Sanborn Fire Insurance Map

Project: Easton Iron and Metal Realty

Client: Kney Engineering

Date: April 10th, 2010



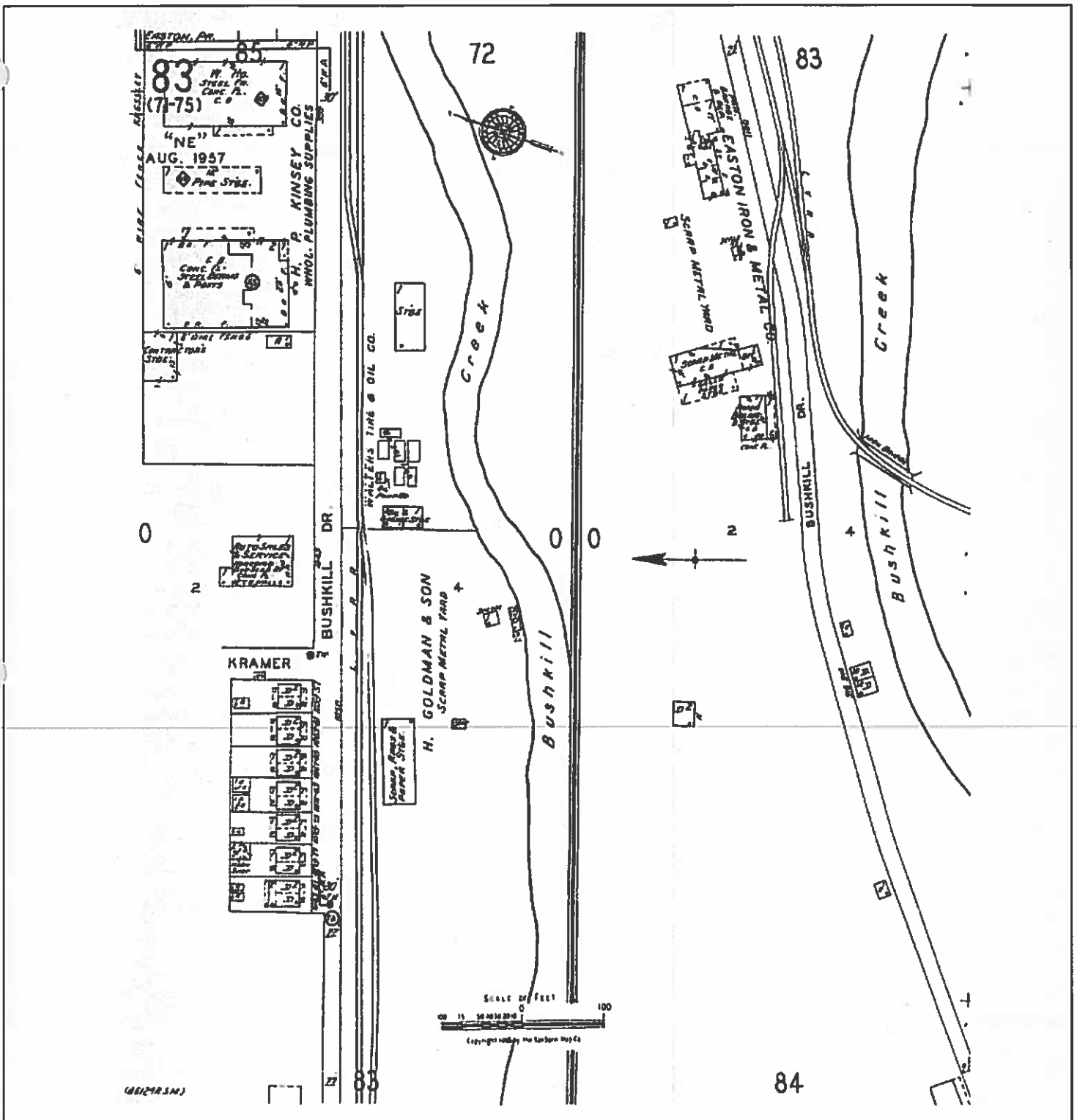


Figure B.4.8: 1927 Sanborn Fire Insurance Map republished in 1958

Project: Easton Iron and Metal Realty

Client: Kney Engineering

Date: April 10th, 2010



Appendix B.5: Street Directories

52

SCRAP DEALERS

EASTON IRON & METAL CO.
Buyers of
SCRAP IRON and WASTE MATERIAL
All Grades of Metal
Dealers in **STRUCTURAL STEEL**

1100 BUSHKILL DRIVE Telephone BL 8-2322

STEEL WORKS COMPANY

Figure B.5.1: 1959 Yellow Pages

86

EASTON IRON & METAL CO (William Weitzman, William F Hackman, Philip J Goldman and Julius Nelditch), Scrap Dealers, 1100 Bushkill Drive, Tel BL 8-2322 (See Yellow Page 52)

Figure B.5.2: 1959 Classified Business Directory

EASTON IRON & METAL CO (Simon Merbaum, Jack Stein), Scrap Processors, Serving Plants And Industries, Roll-Off Containerized Systems, 1100 Bushkill Dr (16042), Tel 250-2322
Lodge No 182 (P.M.A.M) org- benevolent 22 8 3d St

Figure B.5.3: 1980 Classified Business Directory

SCRAP METAL

EASTON IRON & METAL CO.
CONTAINERIZED SERVICE FOR INDUSTRIAL ACCOUNTS



- COPPER • BRASS • STEEL
- ALUMINUM • SCRAP IRON

BUYING AT ALL TIMES
WE SELL WIPING CLOTHES
WE STOCK USABLE STRUCTURAL STEEL

250-6300

1100 BUSHKILL DR. EASTON, PA.

Figure B.5.4: 1990 Buyer's Directory

2120 Northwood Av (PT)
EASTON IRON & METAL CO
(Simon Merbaum, Jack Stein), Scrap Processors, Serving Plants And Industries, Roll-Off Containerized Systems, 1100 Bushkill Dr (16042), Tel 250-6300

Figure B.5.5: 1990 Classified Business Directory

Appendix B.6: DEP (NPDES) Report

Stormwater



Pennsylvania Department of Environmental Protection

2 Public Square
Wilkes-Barre, PA 18711-0790
May 5, 1999

Northeast Regional Office

570-826-2511
Fax 570-830-3016

Mr. Jacob Stein
Easton Iron and Metal Co., Inc.
1100 Bushkill Drive
Easton, PA 18042-1437

Re: NPDES Permit No. PAR602213
Easton Iron and Metal Co., Inc.
Easton City, Northampton County

Dear Mr. Stein:

Subject permit is enclosed.

Please study the permit carefully and direct any questions to this office. Particular attention should be devoted to Part A (Effluent Limitation, Self-Monitoring and Reporting Requirements) and the monitoring requirements applicable to your facility in Appendix J of the enclosed permit. Reporting, recordkeeping and retention of records of sampling results must be in accordance with Part A (3) of the permit. A "master" copy of the Discharge Monitoring Report (DMR) form is enclosed which should be reproduced for your use.

The permit, any standards or special conditions, and all other attachments, are to be retained by you.

Sincerely,

Paul M. Swerdon dp
Paul M. Swerdon
Chief, Permits Section
Water Management Program

Enclosures: NPDES Permit "Master" DMR
Annual Storm Water Inspection Form



3620-FM-WQ0083b 7/96

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
BUREAU OF WATER QUALITY MANAGEMENT

AUTHORIZATION TO DISCHARGE UNDER THE
NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES)

GENERAL PERMIT FOR DISCHARGES OF STORM WATER FROM
INDUSTRIAL ACTIVITIES (AMENDMENT 1)

PAG-3

In compliance with the provisions of the Clean Water Act, 33 U.S.C. Section 1251 *et seq.* (the "Act") and Pennsylvania's Clean Streams Law, as amended, 35 P.S. Section 691.1 *et seq.*, the Department of Environmental Protection will authorize eligible dischargers of storm water from industrial activities, who are required under the federal storm water regulations (40 C.F.R. Part 122.26), to submit an application and obtain an NPDES permit to discharge storm water into waters of the Commonwealth of Pennsylvania. The authorization to discharge storm water under this general permit shall only be valid for eligible discharges for which an administratively complete and acceptable Notice of Intent (NOI) has been submitted to the Department on the prescribed application forms.

The authorization is subject to the effluent limitations, terms, conditions, criteria and, if applicable, special requirements contained herein, for the discharge of storm water from point sources composed entirely of storm water associated, in whole or in part, with industrial activity, as defined in this General Permit, to surface waters of the Commonwealth, including to municipal separate storm sewers and non-municipal separate storm sewers.

All discharge monitoring and reporting requirements of the discharge monitoring report (DMR) and other special requirements specified in the Department's approval of the NOI for coverage under this general permit shall govern.

This permit authorizes certain new and existing (those industrial activities discharging storm water as of October 1, 1992) discharges of storm water associated with industrial activities to receiving waters in accordance with effluent limitations, including the development and implementation of Best Management Practices (BMPs); monitoring requirements, and other conditions set forth in Parts A, B, and C hereof.

Owners or operators of facilities covered under an individual NPDES industrial waste discharge permit, who have separate stormwater outfalls not covered by an NPDES permit, may apply for and obtain coverage under this general permit for the stormwater outfalls. Upon reissuance or renewal of the individual NPDES industrial waste discharge permit, the stormwater outfalls will be authorized by the individual permit and coverage under the general permit will cease.

Owners or operators of storm water discharges associated with industrial activities must submit an NOI in accordance with the requirements of this permit, using an NOI form provided by the Department (or photocopy thereof), to be authorized to discharge under this general permit.

Special Application Provision For Airports -- As the operator of a single management organization known as the airport "authority", the authority is responsible for obtaining an NPDES permit for storm water discharge(s) from the facility. Airline companies and fixed based operators (e.g., fueling companies, maintenance shops, rental car companies, etc.) that have contracts with the airport authority to conduct business on the airport property are referred as "tenants", and are jointly and severally responsible for storm water discharge(s) from their activities. Tenants have several options to comply with their legal obligations regarding storm water discharges from their facilities. First, a tenant who is eligible to participate in this general permit may submit an NOI separately to the Department to be covered under this general NPDES permit for the storm water discharge(s) from its activity. Second, the tenant may enter into an agreement with the airport authority to be jointly and severally responsible for the storm water discharge(s) from the tenant's activity, and then submit an NOI to the Department seeking inclusion as a co-permittee for the storm water discharge(s) from the tenant's facility. Third, a tenant may submit an application for an individual NPDES storm water discharge permit for the discharge from its activity. Finally, where an airport authority has an individual NPDES storm water permit, the tenant may enter into an agreement with the airport authority to be jointly and severally responsible for storm water discharges from the tenant's facility.

3620-FM-WQ0083b 7/96

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
BUREAU OF WATER QUALITY MANAGEMENT

**APPROVAL OF COVERAGE UNDER
THE NPDES STORM WATER GENERAL PERMIT (PAG-3) FOR DISCHARGES
OF STORM WATER FROM INDUSTRIAL ACTIVITIES**

NPDES PERMIT NO: PA R602213

In compliance with the provisions of the Clean Water Act, 33 U.S.C. Section 1251 et seq. ("the Act") and Pennsylvania's Clean Streams Law, as amended, 35 P.S. Section 691.1 et seq., the Department of Environmental Protection hereby approves the Notice of Intent (NOI) submitted for coverage by:

INSERT FACILITY NAME AND ADDRESS BELOW

JACOB STEIN

EASTON IRON & METAL CO., INC.

1100 BUSHKILL DRIVE

EASTON, PA 18042-1437

to discharge storm water to (NAME RECEIVING WATER(S) BELOW):

DELAWARE RIVER

subject to the Department's enclosed PAG-3 which incorporates all effluent limitations, monitoring and reporting requirements and other terms, conditions, criteria and special requirements for the discharge of storm water from point sources composed entirely of storm water associated, in whole or in part, with industrial activity, as defined in this General Permit, to surface waters of the Commonwealth, including to municipal separate storm sewers and non-municipal separate storm sewer.

All monitoring requirements specified in the Appendix J on page 35 of this general permit apply to this discharge. The enclosed discharge monitoring report (DMR) must be kept on site or submitted to the Department as specified in the permit.

APPROVAL FOR COVERAGE TO DISCHARGE UNDER THIS GENERAL NPDES PERMIT SHALL COMMENCE May 5, 1999, AND SHALL EXPIRE AT MIDNIGHT May 4, 2004, UNLESS EXTENDED IN WRITING BY THE DEPARTMENT.

COVERAGE APPROVAL DATE: May 5, 1999

NOI Submittal -- Owners or operators of existing facilities (those facilities with storm water discharges associated with industrial activity as of October 1, 1992) who meet the eligibility requirements of this general permit and submit a timely and administratively complete and acceptable NOI to the Department are authorized to discharge storm water associated with industrial activity to surface waters of the Commonwealth under the terms and conditions of this permit, unless notified by the Department that the discharge must cease. Newly proposed discharges of storm water associated with industrial activity which are eligible for coverage under this general permit must submit an administratively complete and acceptable NOI at least 30 days prior to commencement of the industrial activity which will have a storm water discharge. If, after the 30 days has expired, the Department has not notified the activity owner or operator seeking approval that the NOI, or any portion thereof, is disapproved, the activity may be commenced, provided all other applicable NPDES and Water Quality Management permits for the facility have been obtained.

The Department may deny coverage under this permit and require submittal of an application for an individual NPDES permit based on a review of the NOI or other information.

NOTICE OF INTENT REQUIREMENTS

Deadlines for NOI Submittal -- Owners or operators of existing discharges of storm water associated with industrial activity, who are eligible for coverage under the general permit, must file either an administratively complete and acceptable NOI or the Department's simplified NPDES application as soon as possible. Owners or operators of proposed discharges of storm water associated with industrial activity which are eligible for coverage under this general permit must submit an administratively complete and acceptable NOI 30 days prior to commencing any discharge.

Contents of Notice of Intent -- The Notice of Intent shall be signed in accordance with the signatory requirements of this permit and shall include the information specified on the NOI Form and in the Instructions for completing the Form. The NOI Form and Instructions are attached to this general permit.

Where to Submit -- Owners or operators of facilities which discharge storm water associated with industrial activity must use an NOI form provided by the Department (or photocopy thereof). NOIs must be signed in accordance with the signatory requirements of this permit. NOIs are to be submitted to the appropriate regional office of the Department.

The following storm water discharges associated with industrial activity are not covered by this permit:

- a. Discharges which contain hazardous pollutants, toxics, or any other substance which - because of its quantity, concentration, or physical, chemical, or infectious characteristics - may cause or contribute to an increase in mortality or morbidity in either an individual or the total population, or pose a substantial present or future hazard to human health or the environment when discharged into navigable waters;
- b. Discharges which individually or cumulatively have the potential to cause significant adverse environmental impact;
- c. Discharges to waters classified as "Special Protection" under Chapter 93 of the Department's Rules and Regulations;
- d. Discharges which are not, or will not be in compliance with any of the terms or conditions of the general permit;
- e. Discharges from persons with a significant history of noncompliance with prior permits issued by the Department;
- f. Discharges which do not, or will not, result in compliance with applicable effluent limitations or water quality standards;
- g. Discharges from industrial activities which the Department determines require an individual NPDES permit to ensure compliance with the Clean Water Act, the Clean Streams Law, or rules and regulations promulgated

Easton Iron And Metal Realty Phase One Environmental Site Assessment

thereto; or where a change has occurred in the availability of demonstrated technology or practices for the control or abatement of pollutants applicable to the point source;

- h. Discharges associated with industrial activity that are mixed with sources of non-storm water, other than non-storm water discharges that are:
 - (i) In compliance with a different NPDES permit; or
 - (ii) Identified by and in compliance with Part C.1.a. (authorized non-storm water discharges) of this permit.
- i. Discharge associated with industrial activity which are subject to an existing effluent limitation guidelines addressing storm water (or a combination of storm water and process water)¹;
- j. Discharge associate with industrial activity that are subject to an existing NPDES individual or general permit; are located at a facility where an NPDES permit has been terminated or denied; or which are issued a permit in accordance with paragraph B.2. (Requirements for Individual Permits) of this permit. Such discharge may be authorized under this permit after an existing permit expires provided the the existing permit did not establish numeric effluent limitations for such discharges;
- k. Discharges associated with an industrial activity from construction sites;
- l. Discharges associated with industrial activity that would adversely affect a listed endangered or threatened species or its habitat; and
- m. Discharges associated with industrial activity from inactive mining, inactive landfills, or inactive oil and gas operations where an operator cannot be identified.

The authority granted by this permit is subject to the following conditions:

1. The Department may require any person authorized by this permit to apply for and obtain an individual NPDES permit. Any interested person may petition the Department to take action under this paragraph. The Department will require any owner or operator authorized to discharge under this permit to apply for an individual NPDES permit only after the owner or operator has been notified in writing that a permit application is required. The applicant shall submit the individual permit application within 90 days of receipt of notice. This notice shall include the following: (1) a brief statement of the reasons for this decision, (2) an application form, (3) a statement setting a deadline for the owner or operator to file the application, and (4) a statement that on the effective date of the individual NPDES permit, as it applies to the individual permittee, coverage under this general permit shall automatically terminate.

The Department may grant additional time to submit the application upon written request from the applicant. If an owner or operator fails to submit, in a timely matter, an individual NPDES permit application required by the Department under this paragraph, then the applicability of this permit to the individual NPDES permittee is automatically terminated at the end of the day specified for application submittal.

2. Any owner or operator authorized to discharge by this general permit may request to be excluded from the coverage of this general permit by applying for an individual permit. The owner or operator shall submit an individual application on approved Pennsylvania Individual NPDES application forms, with reasons supporting

¹ For the purpose of this permit, the following effluent limitation guidelines address storm water (or a combination of storm water and process water): cement manufacturing (40 C.F.R. 411); feedlots (40 C.F.R. 412); fertilizer manufacturing (40 C.F.R. 418); petroleum refining (40 C.F.R. 419); phosphate manufacturing (40 C.F.R. 422); steam electric (40 C.F.R. 423); coal mining (40 C.F.R. 434); mineral mining and processing (40 C.F.R. 436); ore mining and dressing (40 C.F.R. 440); and asphalt emulsion (40 C.F.R. 443 Subpart A). This general permit may authorize storm water discharges associated with an industrial activity which are not subject to an effluent limitation guideline even where a different storm water discharge at the facility is subject to an effluent limitation guideline.

Easton Iron And Metal Realty Phase One Environmental Site Assessment

the request, to the Department. The request shall be granted by issuance of an individual permit if the reasons cited by the owner or operator are adequate to support the request

3. When an individual NPDES permit is issued to an owner or operator otherwise subject to this general permit, the applicability of this general permit to the individual NPDES permit is automatically terminated on the effective date of the individual permit. When an individual NPDES permit is denied to an owner or operator otherwise subject to this general permit, the owner or operator may continue discharging if all eligibility requirements under the general permit are met. If the owner or operator does not meet the eligibility requirements of the general permit, or is otherwise prohibited from general permit coverage, coverage under the general permit is automatically terminated on the date of such denial, unless otherwise specified by the Department.
4. a. Approval of Coverage for New and Existing Discharges Under the General Permit -- Application for renewal of coverage under this general permit must be submitted to the Department at least 180 days prior to the expiration date of the coverage indicated on the approval of coverage form (unless permission has been granted by the Department for submission at a later date). A request for renewal of coverage is to be made using the "Notice of Intent for Coverage Under the General Storm Water Permit for Discharges Associated with Industrial Activities." In the event that a timely and complete application for renewal of coverage has been submitted and the Department is unable, through no fault of the permittee, to reissue the approval for coverage before the expiration date of the approved coverage, the terms and conditions of the approved coverage will be automatically continued and will remain fully effective and enforceable pending the issuance or denial of the renewal of coverage, provided the permittee is, and has been, operating in compliance with the terms and conditions of the permit. Persons with proposed discharges seeking coverage under this permit must submit an NOI to the Department 30 days prior to commencement of the activity resulting in the discharge.
b. Issuance, Reissuance, or Amendments of the General Permit - This general permit expires on November 3, 2000. The Department will publish a notice in the Pennsylvania Bulletin of any additional amendments to this general permit, and after a comment period, a notice of the final availability of the amended general permit will be published in the Bulletin.
5. This permit may be modified or revoked and re-issued by the Department if monitoring data indicates one or more toxic pollutants are, or are expected to be, discharged by the permitted activity. If there is evidence indicating potential or realized adverse impacts on water quality due to any storm water discharge associated with an industrial activity covered by this permit, the owner or operator of such discharge may be required to obtain an individual NPDES permit.
6. No condition of this permit shall release the permittee from any responsibility or requirements under other federal or Pennsylvania environmental statutes or regulations or local ordinances.

Amendment 1 to this general permit is issued November 4, 1995, and shall expire at midnight November 3, 2000 unless reissued on or before this date by the Department.

AMENDMENT 1 TO
STORM WATER NPDES
GENERAL PERMIT
(PAG-3) ISSUED

DATE: November 4, 1995

BY David B. [Signature]
DIRECTOR
BUREAU OF WATER QUALITY MANAGEMENT

PART A

EFFLUENT LIMITATIONS, SELF-MONITORING AND REPORTING REQUIREMENTS

1. EFFLUENT LIMITATIONS

This permit establishes effluent limitations in the form of implemented Best Management Practices (BMPs) such as Preparedness, Prevention, and Contingency Plans, and Erosion and Sedimentation Control Plans which restrict the rates and quantities of pollutants discharged into surface waters of the Commonwealth.

All storm water discharges associated with industrial activities must comply with applicable effluent limitations established in 25 Pa. Code Chapters 91-97, 101, 102, and 105.

In addition, coal pile runoff is subject to an additional specific numeric effluent limit of 50 mg/l for Total Suspended Solids (TSS), unless the coal pile is itself, or is on the site of, a "coal mining activity" as defined in 25 Pa. Code § 86.1, in which case the effluent limit which has been established pursuant to 25 Pa. Code Chapters 86-90 is applicable. Coal pile runoff shall not be diluted with storm water or other flows to meet these limitations. The pH of such discharges shall be within the range of 6.0 to 9.0 standard units. Any untreated overflow from facilities designed, constructed, and operated to treat the volume of coal pile runoff which is associated with a 10-year, 24-hour rainfall event shall not be subject to the 50 mg/l total suspended solids limitation, unless other requirements are applicable. For existing discharges, failure to demonstrate compliance with these limitations as expeditiously as practicable, but in no case later than three years after the date of issuance of this permit, will constitute a violation of this permit. All new discharges of coal pile runoff must meet these limitations upon NOI approval.

Storm water discharges associated with aircraft de-icing activities shall be controlled to prevent, or minimize to the maximum extent feasible, de-icing materials from flowing or being carried by storm water runoff into waters of the Commonwealth. Owners or operators of existing discharges who need to construct new or update existing facilities to demonstrate compliance with this provision shall achieve such compliance as expeditiously as practicable, but in no event later than three years after the date of issuance of coverage under this permit. All new discharges must meet this requirement upon NOI submission.

Owners or operators of storm water discharges from airport runways and taxiways subject to de-icing operations shall develop and implement a program of Best Management Practices (BMPs) designed to minimize the runoff of de-icing and anti-icing materials from airport runways and taxiways to the waters of the Commonwealth. Owners or operators of existing discharges who need to construct new, or update existing facilities, to demonstrate compliance with this provision shall achieve such compliance as expeditiously as practicable, but in no event later than three years after the date of issuance of coverage under this permit. All new discharges must meet this requirement upon NOI submission.

Further, in addition to meeting other effluent limitations (including development and implementation of BMPs), discharges of storm water from hardwood lumber manufacturers and others who handle hardwood residue must develop and implement the BMPs specified in the manual titled "Using Best Management Practices To Prevent And Control Pollution From Hardwood Residue Storage Sites", unless otherwise directed by the Department.

For all storm water discharges associated with an industrial activity covered under this permit, a water quality based effluent limitation may be imposed under applicable state and federal law when necessary to ensure that the water quality standards of the receiving water are attained. Discharges of storm water associated with an industrial activity shall not result in a violation of the water quality criteria prescribed in 25 Pa. Code Chapters 16 and 93 for the designated uses of the receiving stream.

2. MONITORING REQUIREMENTS

This permit establishes monitoring requirements for certain categories of industrial activities as set forth below. The Department reserves the right to enter onto land to conduct monitoring, or to require additional monitoring by the discharger.

Easton Iron And Metal Realty Phase One Environmental Site Assessment

a. Limitations on Monitoring Requirements

- (1) Those facilities with activities specifically identified in Parts A.2.b. (semi-annual monitoring requirements) and A.2.c. (annual monitoring requirements) of this permit are required to conduct sampling of their storm water discharges. All facilities shall provide an annual certification in accordance with section C.3.c. (Comprehensive Site Compliance Evaluations) of this permit and the federal storm water program implementation regulations set forth at 40 C.F.R. Part 122.
- (2) The Department may require by written notice annual discharge sampling at any facility otherwise exempt from the sampling requirements of Parts A.2.b. (semi-annual monitoring requirements) or A.2.c. (annual monitoring requirements).

b. Semi-Annual Monitoring Requirements

During the period beginning on the effective date and lasting through the expiration date of this permit, permittees with facilities identified in Parts A.2.b.(1) through (6) must monitor those storm water discharges identified below at least semi-annually (every six months) except as provided in A.2.g. (sampling waiver) and A.2.e.(4) (sampling requirements). Permittees with facilities identified in Parts A.2.b.(1) through (6) must report in accordance with Part A.3. and summarize the data when applying for a permit renewal. Monitoring records must be made available to interested persons upon request.

- (1) **Section 313 of SARA Title III Facilities.** In addition to any monitoring required by Parts A.2.b. through f., facilities with storm water discharges associated with an industrial activity must monitor for parameters listed in Appendix A of this permit if: (a) the facility is required to report releases into the environment under Section 313 of SARA Title III, 42 U.S.C. § 11023; (b) those reports include releases for chemicals which are classified as Section 313 "Water Priority Chemicals"; and (c) those releases include releases, directly or indirectly, of water priority chemicals through storm water outfalls. Facilities that meet these conditions are required to monitor discharged storm water that comes into contact with any equipment, tank, container or other vessel or area used for storage of such Section 313 water priority chemical, or located at a truck or rail car loading or unloading area where a Section 313 water priority chemical is handled. Monitoring must be conducted for the parameters listed in Appendix A of this permit.
- (2) **Primary Metal Industries.** Facilities with storm water discharges from an industrial activity classified as Standard Industrial Classification (SIC) 33 (Primary Metal Industry) are required to monitor such storm water for parameters listed in Appendix B of this permit.
- (3) **Land Disposal Units/Incinerators/BIFs.** Facilities with storm water discharges from any active or inactive landfill, land application site or open dump without a stabilized final cover that has received any industrial wastes (other than wastes from a construction site); and incinerators (including Boilers and Industrial Furnaces (BIFs) that burn hazardous waste and operate under interim status or a permit under Subtitle C of RCRA, are required to monitor such storm water for the parameters listed in Appendix C of this permit.
- (4) **Wood Treatment.** Facilities with storm water discharges from areas that are used for wood treatment, wood surface application or storage of treated or surface protected wood at any wood preserving or wood surfacing facilities are required to monitor such storm water for the parameters listed in Appendix D of this permit.
- (5) **Coal Pile Runoff.** Facilities with storm water discharges from coal pile runoff are required to monitor such storm water for the parameters listed in Appendix E of this permit.
- (6) **Battery Reclaimers.** Facilities with storm water discharges from areas used for storage of lead acid batteries, reclamation products, or waste products, and areas used for lead acid battery reclamation (including material handling activities) at facilities that reclaim lead acid batteries are required to monitor such storm water for the parameters listed in Appendix F of this permit.

Easton Iron And Metal Realty Phase One Environmental Site Assessment

c. Annual Monitoring Requirements

During the period beginning on the effective date and lasting through the expiration date of this permit, permittees with facilities identified in Parts A.2.c. (1) through (3) must monitor those storm water discharges at least annually (1 time per year) except as provided in A.2.g. (sampling waiver), and A.2.e.(4) (sampling requirements). However, such permittees must retain monitoring results in accordance with Part A.3.f. (retention of records) and summarize the data when applying for permit renewal. Monitoring records shall be made available to interested persons upon request.

- (1) **Airports.** Airports that use 100,000 gallons or more of concentrated glycol-based de-icing chemicals and/or 100 tons or more of urea on an average annual basis for aircraft or airport de-icing operations (including runways, taxiways, ramps, and dedicated aircraft de-icing stations) are required to monitor storm water that is discharged from the facility when de-icing activities are occurring. Monitoring must be conducted for the parameters listed in Appendix G of this permit.
- (2) **Coal-Fired Steam Electric Facilities.** Facilities with storm water discharges from coal handling sites at coal fired steam electric power generating facilities (other than discharges in whole or in part from coal piles subject to storm water effluent guidelines at 40 C.F.R. 423 - which are not eligible for coverage under this permit) are required to monitor such storm water for the parameters listed in Appendix H of this permit.
- (3) **Animal Handling/Meat Packing.** Facilities with storm water discharges from animal handling areas, manure management or storage areas, and production waste management or storage areas that are exposed to precipitation at meat packing plants, poultry packing plants, and facilities that manufacture animal fats and oils, are required to monitor such storm water for the parameters listed in Appendix I of this permit.

d. Annual Inspections

- (1) **Additional Facilities.** Facilities identified in Parts A.2.d.(1)(i) through (vii), and any other facilities not subject to Appendices A-I, with storm water discharges associated with industrial activity, may conduct annual inspections of the facility in lieu of annual monitoring for the parameters listed in Appendix J of this permit. Permittees with facilities identified in Part A.2.d. who conduct annual monitoring are not required to submit monitoring results unless required in writing by the Department. Facilities eligible for annual inspections in lieu of annual monitoring include those with stormwater discharges which:
 - (i) come in contact with storage piles for solid chemicals used as raw materials at facilities classified as SIC 30 (Rubber and Miscellaneous Plastics Products) or SIC 28 (Chemicals and Allied Products);
 - (ii) are from those areas at automobile yards and other automotive dismantlers and recyclers with any of the following: (A) over 250 auto/truck bodies with drivelines (engine, transmission, axles, and wheels), 250 drivelines, or any combination thereof (in whole or in parts) are exposed to storm water; (B) over 500 auto/truck units (bodies with or without drivelines in whole or in parts) are stored exposed to storm water; or (C) over 100 units per year are dismantled and drainage or storage of automotive fluids occurs in areas exposed to storm water;
 - (iii) come into contact with lime storage piles that are exposed to storm water at lime manufacturing facilities;
 - (iv) are from oil handling sites at oil-fired steam electric power generating facilities;
 - (v) are from cement manufacturing facilities and cement kilns (other than discharges in whole or in part from material storage piles subject to storm water effluent guidelines at 40 C.F.R. 411 - which are not eligible for coverage under this permit);
 - (vi) are from ready-mixed concrete facilities; or

Easton Iron And Metal Realty Phase One Environmental Site Assessment

(vii) are from ship building and repairing facilities.

- (2) Where an annual inspection is conducted in lieu of annual monitoring specified in Appendix J of this permit, in addition to the Comprehensive Site Compliance Evaluation and Record Keeping, the inspection shall include a visual inspection of sediment present in the outfalls associated with the facility subject to this permit, and where possible, an identification of substances present in the sediment. The annual inspection must identify area(s) contributing pollutant(s) to storm water discharge(s) and evaluate whether measures to reduce pollutant loadings identified in a Preparedness Prevention and Contingency (PPC) plan are adequate and properly implemented in accordance with the terms of the permit or whether additional control measures are necessary. Any deficiencies found during the inspection shall be corrected in accordance with Part C(3)(c)(2) of the general permit.

e. Sampling Requirements

- (1) For discharges from holding ponds or other impoundments with a retention period greater than 24 hours, (estimated by dividing the volume of the detention pond by the estimated volume of water discharged during the 24 hours previous to the time that the sample is collected) a minimum of one grab sample may be taken.
- (2) All samples shall be collected from the discharge resulting from a storm event that is greater than 0.1 inches in magnitude and that occurs at least 72 hours from the previously measurable (greater than 0.1 inch rainfall) storm event.
- (3) Grab samples shall be taken during the first 30 minutes of the discharge. If the collection of a grab sample during the first 30 minutes is impracticable, a grab sample can be taken during the first hour of the discharge and the discharger shall submit on the Department form entitled, "Additional Information for the Reporting of Storm Water Discharge Monitoring," a description of why a grab sample during the first 30 minutes was impracticable.
- (4) Samples taken in compliance with the monitoring requirements specified above shall be taken from the discharge at each outfall.

When a facility has two or more outfalls that, based on a consideration of features and activities within the area drained by the outfall, the permittee reasonably believes discharge substantially identical effluents, the permittee may test the effluent of one of such outfalls and report that the quantitative data also applies to the substantially identical outfalls. In addition, for each outfall that the permittee believes is representative, an estimate of the size of the drainage area (in square feet) and an estimate of the runoff coefficient of the drainage area (e.g. low (under 40 percent), medium (40 to 65 percent), or high (above 65 percent)) shall be provided.

f. Additional Information

For each outfall, the permittee shall submit the additional information requested in the attached Department form entitled, "Additional Information for the Reporting of Storm Water Discharge Monitoring." This additional information shall be submitted with the Discharge Monitoring Report (DMR).

g. Sampling Waiver

When the discharger is unable to collect samples due to adverse climatic conditions, the discharger must submit in lieu of sampling data a description of why samples could not be collected. Adverse climatic conditions which may prohibit the collection of samples include weather that creates dangerous conditions for personnel (such as local flooding, high winds, hurricane, tornadoes, electrical storms, etc.) or similar events which otherwise make the collection of a sample impracticable (drought, extended frozen conditions, etc.). This information shall be submitted on the attached Department form entitled, "Additional Information for the Reporting of Storm Water Discharge Monitoring."

Easton Iron And Metal Realty Phase One Environmental Site Assessment

h. Toxicity Testing

The Department may, upon written notice, require the Permittee to monitor for acute whole effluent toxicity in accordance with Department protocols. The Department will provide such protocols upon request.

3. REPORTING AND RECORD KEEPING

a. Failure to Certify

Any facility that is unable to provide the certification required under Part C.3.a.(3) (testing for non-storm discharges), must notify the Department within 180 days of the effective date of this general permit. If the failure to certify is caused by the inability to perform adequate tests or evaluations, such notification shall describe: the procedure for any test conducted for the presence of non-storm water discharges; the results of such test or other relevant observations; potential sources of stormwater discharges to the storm sewer; and why adequate tests for such storm sewers were not feasible. Non-storm water discharges to surface waters of the Commonwealth which are not authorized by an NPDES permit or which are not exempt from the storm water permitting requirement are unlawful, and must be terminated or dischargers must submit appropriate NPDES permit application forms.

b. Reporting of Monitoring Results

Monitoring results shall be summarized on a Discharge Monitoring Report (DMR) Form and the Department's "Additional Information for the Reporting of Storm Water Monitoring Form." (The original forms are provided in the Notice of Intent package for use as a master. Make copies of them and use the copies to file the required report.) A signed copy of the DMR Form and all other reports required herein, shall be submitted to the appropriate Department regional office.

Permittees shall report in accordance with the following:

- (1) Permittees required to conduct sampling pursuant to Parts A.2.b.(1), A.2.b.(2), and A.2.b.(3) shall submit monitoring results on a semi-annual basis, postmarked no later than July 31st and January 31st of each year. The report shall contain results from the previous 6 months. A separate DMR form is required for each event monitored.
- (2) Permittees required to conduct sampling pursuant to Parts A.2.b.(4), A.2.b.(5), and A.2.b.(6) shall submit monitoring results on a semi-annual basis, postmarked no later than April 30th, and October 31st of each year. The report shall contain results from the previous 6 months. A separate DMR form is required for each event monitored.
- (3) Permittees with facilities identified in Part A.2.c., and those facilities in A.2.d. who conduct monitoring, are not required to submit monitoring results unless required in writing by the Department, or when applying for permit renewal.
- (4) In addition to filing copies of DMRs in accordance with A.3.b.(1)-(3), facilities with at least one storm water discharge associated with industrial activity through a municipal separate storm sewer system serving a population of 100,000 or more must submit signed copies of DMRs to the operator of the municipal storm sewer system in accordance with the dates required in A.3.b.(1)-(3).

c. Non-Compliance Reporting

- (1) **Required Reporting.** The permittee shall report noncompliance to the Department as follows:
 - (a) **24-Hour Oral Reporting** - the permittee shall give at least a 24-hour advanced notice to the Department of any planned changes to the permitted activity or facility that may result in non-compliance with permit requirements. The permittee shall also report non-compliance with any term or condition of this permit, and any statute, rule, or regulation, to the Department within 24 hours of becoming aware of the non-compliance.

Easton Iron And Metal Realty Phase One Environmental Site Assessment

- (b) **Follow-up Written Reporting** - where the permittee orally reports the information in Part A.3.c., a written report outlining the same information must be completed, kept on file, and submitted to the Department upon request.
- (c) **Non-compliance reporting pursuant to A.3.c(1).(a)-(b)** shall not excuse a person from immediate notification to the Department of incidents causing or threatening pollution pursuant to 25 Pa. Code §101.2(a).
- (2) **Required Information.** The reports and notifications required in Part A.3.c(1) above shall contain the following information:
 - (a) A description of the discharge and cause of non-compliance;
 - (b) The period of non-compliance, including exact dates and times and/or the anticipated time when the discharge will return to compliance; and
 - (c) Steps being taken to reduce, eliminate, and prevent recurrence of the non-complying discharge.

d. **Test Procedures**

Monitoring must be conducted according to test procedures approved under 40 C.F.R. Part 136, unless other test procedures have been specified in this permit or have been approved by the Department in writing.

e. **Recording of Results**

For each measurement or sample taken pursuant to the requirements of this permit, the permittee shall record the following information:

- (1) The date, exact place, and time of sampling or measurements;
- (2) The duration (in hours) of the storm event(s) sampled;
- (3) Rainfall measurements or estimates (in inches) of the storm event which generated the sampled runoff;
- (4) The duration between the storm event sampled and the end of the previous measurable (greater than 0.1 inch) rainfall storm event;
- (5) An estimate of the total volume (in gallons) of the discharge sampled;
- (6) The initials or name(s) of the individual(s) who performed the sampling or measurements;
- (7) The date(s) analyses were performed;
- (8) The time(s) analyses were initiated;
- (9) The initials or name(s) of the individual(s) who performed the analyses;
- (10) References and written procedures, when available, for the analytical techniques or methods used; and
- (11) The results of such analyses, including the bench sheets, instrument readouts, computer disks or tapes, etc., used to determine these results.

Easton Iron And Metal Realty Phase One Environmental Site Assessment

f. Retention of Records

- (1) The permittee shall retain the PPC plan developed in accordance with Part C.3 (storm water PPC Plans) of this permit until at least one year after coverage under this permit terminates. The permittee shall retain all records of all monitoring information, copies of all reports required by this permit, and records of all data used to complete the Notice of Intent to be covered by this permit, until at least one year after coverage under this permit terminates. In addition, the permittee shall retain on site, at all times, a complete copy of the NOI, this permit, and any authorizations received from the Department pursuant to this permit, until at least one year after coverage under this permit terminates. This period may be explicitly modified by alternative provisions of this permit (see paragraph A.3.f.(2) of this permit) or extended by request of the Department at any time.
- (2) For discharges subject to sampling requirements pursuant to Part A.2, in addition to the requirements of paragraph A.3.f. (1), permittees are required to retain for a six-year period from the date of sample collection or for the term of this permit, whichever is greater, records of all monitoring information collected during the term of this permit. Permittees must submit such monitoring results to the Department upon request, and submit a summary of such results as part of permit renewal requirements in accordance with Condition 4 of this permit.

PART B

STANDARD CONDITIONS

1. MANAGEMENT REQUIREMENTS

a. Permit Modification, Termination, or Revocation and Reissuance

- (1) This permit may be modified, suspended, revoked and reissued, or terminated during its term for any of the causes specified in 25 Pa. Code Chapter 92.

The Department may modify, revoke, suspend, or terminate previously issued coverage under this general NPDES permit, and require the storm water discharger to apply for and obtain an individual NPDES permit in accordance with 25 Pa. Code Section 92.83.

- (2) The filing of a request by the permittee for a permit or coverage modification, revocation and reissuance, or termination, or a notification of planned changes or anticipated non-compliance, does not stay any permit condition.

- (3) Toxic Pollutants.

(a) Notwithstanding the above, if a toxic effluent standard or prohibition (including any schedule of compliance specified in such effluent standard or prohibition) is established under Section 307(a) of the Clean Water Act (33 U.S.C §1317(a)) for a toxic pollutant that is present in the discharge, and such standard or prohibition is more stringent than any limitation for such pollutant in this permit, then this permit shall be modified or revoked and reissued by the Department to conform with the toxic effluent standard or prohibition and the permittee so notified.

(b) In the absence of a Departmental action to modify or to revoke and reissue this permit, any toxic effluent standard or prohibition established under Section 307(a) of the Clean Water Act (33 U.S.C. §1317(a)) is considered to be effective and enforceable against the permittee.

- (4) Permit modification or revocation will be conducted according to 25 Pa. Code Chapter 92.

b. Duty to Provide Information

- (1) The permittee shall furnish to the Department, within a reasonable time, any information that the Department may request to determine whether cause exists for modifying, revoking and reissuing, or terminating this permit or coverage approved under this permit, or to determine compliance with this permit.

- (2) The permittee shall furnish to the Department, upon request, copies of records required to be kept by this permit.

- (3) When the permittee becomes aware that he or she failed to submit any relevant facts or submitted incorrect information in the Notice of Intent or in any other report to the Department, the permittee shall promptly submit or correct such facts or information.

- (4) The permittee shall give advance notice to the Department of any planned physical alterations or additions to the permitted facility which could, in any way, substantially affect the quality and/or quantity of storm water discharged from the facility.

c. Signatory Requirements

All Notices of Intent, Preparedness, Prevention and Contingency Plans, reports, certifications or information either submitted to the Department or the operator of a large or medium municipal separate storm sewer system, or that this permit requires be maintained by the permittee, shall be signed.

(1) All Notices of Intent shall be signed as follows:

- (a) For a corporation: by a responsible corporate officer. For the purpose of this part, a responsible corporate officer means: (1) a president, secretary, treasurer, or vice-president of the corporation in charge of a principal business function, or any other person who performs similar policy or decision-making functions for the corporation; or (2) the manager of one or more manufacturing, production or operating facilities employing more than 250 persons or having gross annual sales or expenditures exceeding \$25,000,000 (in second-quarter 1980 dollars) if authority to sign documents has been assigned or delegated to the manager in accordance with corporate procedures;
- (b) For a partnership or sole proprietorship: by a general partner or the proprietor, respectively; or
- (c) For a municipality, State, Federal, or other public agency: by either a principal executive officer or ranking elected official. For purposes of this part, a principal executive officer of a Federal agency includes (1) the chief executive officer of the agency, or (2) a senior executive officer having responsibility for the overall operations of a principal geographic unit of the agency (e.g., Regional Administrators of EPA).

(2) All reports required by the permit and other information requested by the Department shall be signed by a person described above or by a duly authorized representative of that person.

A person is a duly authorized representative only if:

- (a) The authorization is made in writing by a person described above and submitted to the Department with the reports.
- (b) The authorization specifies either an individual or a position having responsibility for the overall operation of the regulated facility or activity, such as the position of manager, operator, superintendent, or position of equivalent responsibility or an individual or position having overall responsibility for environmental matters for the company. (A duly authorized representative may thus be either a named individual or any individual occupying a named position).

(3) Changes in Authorization. If an authorization is no longer accurate because a different individual or position has responsibility for the overall operation of the facility, a new authorization satisfying the requirements of Part B.1.c must be submitted to the Department prior to or together with any reports, information, or applications to be signed by an authorized representative.

d. Transfer of Ownership or Control

(1) This permit is not transferable to any person except after notice to the Department.

- (a) In the event of any pending change in control or ownership of facilities from which the authorized discharges emanate, the permittee shall notify the Department by letter of such pending change at least 30 days prior to the change in ownership or control.
- (b) The letter shall be accompanied by the Notice of Intent and a written agreement between the existing permittee and the new owner or operator stating that the existing permittee shall be liable for violations of the permit up to and until the date of coverage transfer and that the new owner or operator shall be liable for permit violations under the permit from that date on.
- (c) After receipt of the required documentation, the Department shall notify the existing permittee and the new owner or controller of its decision concerning approval of the transfer. Such requests shall be deemed approved unless the Department notifies the applicant otherwise within 30 days.

Easton Iron And Metal Realty Phase One Environmental Site Assessment

(2) The Department may require the new owner or operator to apply for and obtain an individual NPDES permit, as stated in the cover sheet of this permit.

e. **Removed Substances**

Solids, sludges, filter backwash, or other pollutants removed in the course of treatment or control of wastewaters or drinking water shall be managed and disposed of in accordance with the requirements of the Solid Waste Management Act, 35 P.S. §6018.101, et seq., and in a manner such as to prevent any pollutant in such materials from adversely affecting the environment.

f. **Facilities Construction, Operation, and Maintenance**

The permittee shall design, build and at all times properly operate and maintain all facilities and systems of treatment and control, including Best Management Practices (BMPs) such as PPC Plans, Erosion and Sedimentation Control Plans, and any other storm water pollution prevention or management plans, which are installed or used by the permittee to achieve compliance with the conditions of this permit. BMPs shall be designed, implemented, and maintained to minimize or eliminate storm water runoff. Proper operation and maintenance also includes adequate laboratory controls and appropriate quality assurance procedures. Proper operation and maintenance requires the operation of backup or auxiliary facilities or similar systems, installed by a permittee only when necessary to achieve compliance with the conditions of the permit.

g. **Adverse Impact**

The permittee shall take all reasonable steps to minimize or prevent any discharge in violation of this permit which has a reasonable likelihood of adversely affecting human health or the environment.

h. **Reduction, Loss, or Failure of the Treatment Facilities**

Upon reduction, loss or failure of the treatment facilities, including loss of operating power, the permittee shall control production and all discharges until either the facility is restored or an alternative method of treatment is provided.

i. **Termination of Coverage**

(1) **Notice of Termination.** Where all storm water discharges associated with industrial activity that are authorized by this permit are eliminated, the operator of the facility may submit a letter that is signed in accordance with Part B.1.c. (signatory requirements) of this permit certifying that:

"Under penalty of law that all storm water discharges associated with industrial activity from the identified facility that are authorized by a NPDES general permit have been eliminated. I understand that by submitting this notice of termination, that I am no longer authorized to discharge storm water associated with industrial activity under this general permit, and that discharging pollutants in stormwater associated with industrial activity to surface waters of the Commonwealth is unlawful under the Clean Water Act and Clean Streams Law where the discharge is not authorized by an NPDES permit."

(2) **Addresses.** All letters certifying discharge termination are to be sent to the appropriate Department Regional Office.

2. RESPONSIBILITIES

a. **Duty to Comply**

The permittee must comply with all terms and conditions of this permit. Any permit non-compliance constitutes a violation of the Pennsylvania Clean Streams Law and the federal Clean Water Act and is

Easton Iron And Metal Realty Phase One Environmental Site Assessment

grounds for enforcement action; for permit termination, revocation and reissuance, or modification; or for denial of a permit or permit renewal.

b. Penalties for Violations of Permit Conditions

The permittee may be subject to criminal and/or civil penalties for violations of the terms and conditions of this General Permit under Section 602 and 605 of the Clean Streams Law, 35 P.S. Sections 691.602 and 691.605, and under the Clean Water Act as specified in 40 C.F.R. Sections 122.41(a)(2) and (3), which are incorporated by reference.

c. Need to Halt or Reduce Activity Not a Defense

The permittee may not use as a defense in an enforcement action that it would have been necessary to halt or reduce the permitted activity to maintain compliance with the conditions of this permit.

d. Penalties and Liability

Nothing in this permit shall be construed to preclude the institution of any legal action or relieve the permittee from any responsibilities, liabilities, or penalties to which the permittee is or may be subject under Section 311 of the CWA (33 U.S.C. §1321) or Section 106 of CERCLA.

e. Property Rights

The issuance of this permit does not convey any property rights of any sort, nor any exclusive privileges, nor does it authorize any injury to private property nor any invasion of personal rights, nor any infringement of Federal, State or local laws or regulations.

f. Severability

The provisions of this permit are severable, and if any provision of this permit, or the application of any provision of this permit to any circumstance, is held invalid, the application of such provision to other circumstances, and the remainder of this permit shall not be affected thereby.

g. Other Laws

Nothing in this permit shall be construed to preclude the institution of any legal action or relieve the permittee from any responsibilities, liabilities, or penalties established pursuant to any applicable State law or regulation under authority preserved by Section 510 of the Clean Water Act.

h. Right of Entry

Pursuant to Sections 5(b) and 305 of the Pennsylvania Clean Streams Law (35 P.S. §§691.1(b) and 691.305) and 25 Pa. Code Chapter 92, and §1917-A of the Administrative Code, the permittee shall allow the head of the Department, the EPA Regional Administrator, and/or an authorized representative of EPA, DEP, or, in the case of a facility which discharges to a municipal separate storm sewer, an authorized representative of the municipal operator or the separate storm sewer receiving the discharge, upon the presentation of credentials and other documents, as may be required by law, to:

- (1) Enter upon the permittee's premises where a regulated facility or activity is located or conducted or where records must be kept under the conditions of this permit;
- (2) Have access to and copy at reasonable times, any records that must be kept under the terms and conditions of this permit;
- (3) Inspect any facilities or equipment (including monitoring and control equipment); and
- (4) Sample any discharge of storm water.

i. **Penalties for Falsification of Reports**

Section 309(c)(4) of the Clean Water Act provides that any person who knowingly makes any false material statement, representation, or certification in any record or other document submitted or required to be maintained under this permit, including reports of compliance or non-compliance shall, upon conviction, be punished by a fine of not more than \$10,000, or by imprisonment for not more than 2 years, or by both. In addition, criminal sanctions are set forth for false swearing and unsworn falsification at 18 Pa. C.S. §54903-4904.

j. **Penalties for Falsification of Monitoring Systems**

The Clean Water Act provides that any person who falsifies, tampers with, or knowingly renders inaccurate any monitoring device or method required to be maintained under this permit shall, upon conviction, be punished by fines and imprisonment described in Section 309 of the Clean Water Act. In addition, criminal sanctions are set forth for false swearing and unsworn falsification at 18 Pa. C.S. §54903-4904.

k. **Requiring an Individual Permit**

- (1) The Department may require any person authorized by this permit to apply for and/or obtain an individual NPDES permit. Any interested person may petition the Department to take action under this paragraph. The Department shall require any owner or operator authorized to discharge under this permit to apply for an individual NPDES permit only after the owner or operator has been notified in writing that a permit application is required. This notice shall include a brief statement of the reasons for this decision, an application form, a statement setting a deadline for the owner or operator to file the application, and a statement that on the effective date of the individual NPDES permit, coverage under this general permit shall automatically terminate. Individual permit applications shall be submitted within 90 days of notification from the Department to the address of the appropriate Regional Office shown in Part A.3 of this permit. The Department may grant additional time to submit the application upon request of the applicant. If an owner or operator fails to submit a timely individual NPDES permit application as required by the Department, the applicability of this permit to the individual NPDES permittee is automatically terminated at the end of the day specified for application submittal.
- (2) Any owner or operator authorized by this permit may request to be excluded from the coverage of this permit by applying for an individual permit. The owner or operator shall submit an individual application (the Department's application Form 3600-PM-WQ0008 Rev. 5/95 or Form 1 and Form 2F) with reasons supporting the request to the Department. Individual permit applications shall be submitted to the address of the appropriate Regional Office of the Department. The request may be granted by the issuance of any individual permit if the reasons cited by the owner or operator are adequate to support the request.
- (3) When an individual NPDES permit is issued to an owner or operator otherwise subject to this permit, the applicability of this permit to the individual NPDES permittee is automatically terminated on the effective date of the individual permit. When an individual NPDES permit is denied to an owner or operator otherwise subject to this general permit, the owner or operator can continue discharging if he meets all eligibility requirements under the general permit. If the owner or operator does not meet the eligibility requirements of the general permit, or is otherwise prohibited from general permit coverage, coverage under the general permit is automatically terminated on the date of such denial, unless otherwise specified by the Department.

i. **Monitoring and Records**

Samples and measurements taken for the purpose of monitoring shall be representative of the monitored activity.

3. DEFINITIONS

Best Management Practices (BMPs) -- Schedules of activities, prohibitions of practices, maintenance procedures, and other management practices to prevent or reduce pollution to the waters of the Commonwealth. BMPs include PPC Plans, Erosion and Sedimentation Control Plans, Storm Water Management Act Plans, and other treatment requirements, operating procedures, and practices to control plant site runoff, spillage or leaks, sludge or waste disposal, or drainage from raw material storage.

Bypass -- The intentional diversion of waste streams from any portion of a treatment facility.

Coal Pile Runoff -- The rainfall runoff from or through any coal storage pile.

Co-Permittee -- A discharger of storm water associated with industrial activity who is jointly and severally responsible for compliance with all conditions of a permit and applicable laws with another entity for a discharge to surface waters of the Commonwealth from its industrial activity. Each co-permittee shall only be responsible for storm water discharge(s) from activities owned and/or operated by such co-permittee.

Department -- The Department of Environmental Protection of the Commonwealth.

Director -- The Secretary of the Department of Environmental Protection, or any authorized employee thereof.

Grab Sample -- A single "dip end take" sample collected at a representative point in the discharge stream.

Landfill -- An area of land or an excavation in which wastes are placed for permanent disposal, and which is not a land application unit, surface impoundment, injection well, or waste pile.

Land Application Unit -- An area where wastes are applied onto or incorporated into the soil surface (excluding manure spreading operations) for treatment or disposal.

Large and Medium Municipal Separate Storm Sewer System -- All municipal separate storm sewers that are either:

- (a) Located in an incorporated place with a population of 100,000 or more as determined by the latest Decennial Census by the Bureau of Census; or
- (b) Located in the counties with unincorporated urbanized populations of 100,000 or more, except municipal separate storm sewers that are located in the incorporated places, townships or towns within such counties; or
- (c) Owned or operated by a municipality other than those described in paragraph (a) or (b) and that are designated by the Department as part of the large or medium municipal separate storm sewer system.

Municipality -- Any county, city, borough, town, township, school district, institution or any authority created by one or more of the foregoing.

NOI -- The Notice of Intent for Coverage under the General Permit for Storm Water Discharges Associated Industrial Activities including Industrial Activities.

Outfall or Point Source -- Point source as defined by 25 Pa. Code §92.1 which is any discernible, confined, and discrete conveyance, including but not limited to, any pipe, ditch, channel, tunnel, conduit, well, discrete fissure, container, rolling stock, concentrated animal feeding operation, vessel, or other floating craft from which pollutants are or may be discharged.

Person -- Any natural person, partnership, association, corporation, business organization, or any agency, instrumentality or entity of Federal or State Government. Whenever used in any clause prescribing and imposing a penalty, or imposing a fine or imprisonment or both, the term "person" shall not exclude the members of an association and the directors, officers, or agents of a corporation.

Runoff Coefficient -- The fraction of total rainfall that will appear at the conveyance as runoff.

SARA Title III, Section 313 Facility -- A facility that manufactures, imports, processes, or otherwise uses toxic chemicals listed under 42 U.S.C. §11023(c) and who, pursuant to Section 313 of Title III of SARA, are required to report annually their releases of those chemicals to any environmental media. Facilities that meet all of the following criterion for a calendar year are subject to title III reporting requirements for that calendar year:

- (1) The facility has 10 or more full-time employees;
- (2) The facility is in a SIC Code of 20 through 39;
- (3) The facility manufactured (including imported), processed or otherwise used a toxic chemical in excess of an applicable threshold quantity of that chemical set forth in 40 CFR 372.25.

Section 313 Water Priority Chemical -- A chemical or chemical categories which:

- (1) Are listed at 40 C.F.R. Section 372.65 pursuant to Section 313 of Title III of the Superfund Amendments and Reauthorization Act (SARA) of 1986, also titled the Emergency Planning and Community Right-to-Know Act of 1986;
- (2) Are present at or above threshold levels at a facility subject to SARA Title III, Section 313 reporting requirements; and
- (3) Meet at least one of the following criteria:
 - (a) Are listed in Appendix D of 40 C.F.R. Part 122 on either Table II (organic priority pollutants), Table III (certain metals, cyanides, and phenols) or Table V (certain toxic pollutants and hazardous substances);
 - (b) Are listed as a hazardous substance pursuant to Section 311(b)(2)(A) of the CWA and 40 C.F.R. Section 116.4; or
 - (c) Are pollutants for which EPA has published acute or chronic water quality criteria.

Significant Materials -- Includes, but is not limited to: raw materials; fuels; materials such as solvents, detergents, and plastic pellets; finished materials such as metallic products; raw materials used in food processing or production; hazardous substances designated under Section 101(14) of CERCLA; any chemical the facility is required to report pursuant to Section 313 of Title III of SARA; fertilizers; pesticides; and waste products such as ashes, slag and sludge that have the potential to be released with storm water discharges.

Significant Spills -- Includes, but is not limited to: releases of oil or hazardous substances in excess of reportable quantities under Section 311 of the CWA (see 40 C.F.R. Section 110.10 and 40 C.F.R. Section 117.21) or Section 102 of CERCLA (see 40 C.F.R. Section 302.4)

Storm Water -- Storm water runoff, snow melt runoff, and surface runoff and drainage.

Storm Water Associated With Industrial Activity -- For purposes of this general permit, the discharge from any conveyance which is used for collecting and conveying storm water and which is directly related to manufacturing, processing or raw materials storage areas at an industrial plant into surface waters of the Commonwealth. The term does not include discharges from facilities or activities excluded from the NPDES Program. For the categories of industries identified in subparagraphs (1) through (9) of this subsection, the term includes, but is not limited to, storm water discharges from industrial plant yards; immediate access roads and rail lines used or traveled by carriers of raw materials, manufactured products, waste material, or by-products used or created by the facility material handling sites; refuse sites, including trash transfer stations, waste drop off sites, and waste processing facilities; sites used for the application or disposal of process waste waters (as defined at 40 C.F.R. Part 401); sites used for the storage and maintenance of material handling equipment; sites used for residual treatment, storage, or disposal; shipping and receiving areas; manufacturing buildings; storage areas (including tank farms) for raw materials, and intermediate and finished products; and areas where industrial activity has taken place in the past and significant materials remain and are exposed to storm water.

For the categories of industries identified in subparagraph (10), the term includes only storm water discharges from all areas listed in the previous sentence (except access roads) where material handling equipment or activities, raw materials, manufacturing buildings; storage areas (including tank farms) for raw materials, and intermediate and finished products; and areas where industrial activity has taken place in the past and significant materials remain and are exposed to storm water. For the categories of industries identified in subparagraph (10), the term includes only storm water discharges from all areas listed in the previous sentence (except access roads) where material handling equipment or activities, raw materials, intermediate products, final products, waste materials, byproducts, or industrial machinery are exposed to storm water. For the purposes of this paragraph, material handling activities include the: storage, loading and unloading, transportation, or conveyance of any raw material, intermediate product, finished product, by-product, or waste product. The term excludes areas located on plant lands separate from the plant's industrial activities, such as office buildings and accompanying parking lots as long as the drainage from the excluded areas is not mixed with storm water drained from the above described areas. Industrial facilities (including industrial facilities that are Federally, State, or municipally owned or operated that meet the description of a facility listed in paragraphs (1)-(10)) include those facilities designated under 40 C.F.R. Section 122.26(a)(1)(v). The following categories of facilities are considered to be engaged in "industrial activity":

- (1) Facilities subject to storm water effluent limitations guidelines, new source performance standards, or toxic pollutant effluent standards under 40 C.F.R. Subchapter N (except facilities with toxic pollutant effluent standards which are exempted as described under 10 below);
- (2) Facilities classified as Standard Industrial Classifications 24 (except 2434), 26 (except 265 and 267), 28 (except 283 and 285), 29, 311, 32 (except 323), 33, 3441, 373;
- (3) Facilities classified as Standard Industrial Classifications 10 through 14 (Mineral Industry), including active or inactive mining operations (inactive mining operations are mining sites that are not being actively mined, but which have an identifiable owner/operator), and oil and gas exploration, production, processing, treatment operations, or transmission facilities, that discharge storm water contaminated by contact with, or that has come into contact with, any overburden, raw material, intermediate products, finished products, byproducts, or waste products located on the site of such operations. This category does not include: (1) storm water discharges emanating from coal (anthracite and bituminous) mining activities subject to the effluent limits set forth in 25 Pa. Code Chapters 86-90, including discharges from coal mining activities that have obtained Stage II bond release pursuant to the standards set forth in 25 Pa. Code § 86.174; (2) storm water discharges emanating from surface non-coal mining activities subject to the effluent limitations set forth in 25 Pa. Code Chapter 77, including discharges from non-coal surface mines that have been released from reclamation requirements under the Noncoal Surface Mining Conservation and Reclamation Act and regulations promulgated thereto, after December 17, 1990; and (3) any other storm water discharges from active and inactive coal mining activities and noncoal surface mining sites which are covered under an individual NPDES permit issued as part of a coal mining activity or noncoal surface mining permit in the Commonwealth;
- (4) Hazardous waste treatment, storage, or disposal facilities, including those that are operating under interim status or a permit under Subtitle C of RCRA;
- (5) Landfills, and land application sites, that have received any industrial wastes (waste that is received from any of the facilities described under this subsection) including those that are subject to regulation under Subtitle D of RCRA;
- (6) Facilities involved in the recycling of materials, including metal scrapyards, recycling centers, scrap metal processors, battery reclaimers, salvage yards, automobile yards, and other automotive dismantlers and recyclers, including but limited to those classified as Standard Industrial Classification 5015 and 5093;
- (7) Steam electric power generating facilities, including coal handling sites;
- (8) Transportation facilities classified as Standard Industrial Classifications 40, 41, 42 (except 4221-4225), 43, 44, 45 and 5171 which have vehicle maintenance shops, equipment cleaning operations, or airport de-icing operations;

- (9) Treatment works treating domestic sewage, or any other sewage sludge or wastewater treatment device or system, used in the storage, treatment, recycling, and reclamation of municipal or domestic sewage, including land dedicated to the disposal of sewage sludge that are located within the confines of the facility, with a design flow of 1.0 million gallons per day (mgd) or more, or required to have an approved pretreatment program under 40 C.F.R. Part 403. Not included are farm lands, domestic gardens or lands used for sludge management where sludge is beneficially reused and which are not physically located in the confines of the facility, or areas that are in compliance with 40 C.F.R. Part 503. This category does not include Publicly Owned Treatment Works (POTWs) serving a population less than 100,000 which are not required to apply for and obtain NPDES permits for storm water discharges not covered under their existing NPDES permits pursuant to Section 1068(c) of the federal Intermodal Surface Transportation Efficiency Act of 1991; and
- (10) Facilities under Standard Industrial Classifications 20, 21, 22, 23, 2434, 25, 265, 267, 27, 283, 285, 30, 31 (except 311), 323, 34 (except 3441), 35, 36, 37, (except 373), 38, 39, 4221-25, (and which are not otherwise included within categories (1)-(9)). The term includes only storm water discharges from all areas listed (except access roads) where material handling equipment or activities, raw materials, intermediate products, final products, waste materials, byproducts, or industrial machinery are exposed to storm water.

Surface Waters of the Commonwealth – Any and all rivers, streams, creeks, rivulets, impoundments, ditches, water courses, storm sewers, lakes, dammed water, ponds, springs and all other bodies or channels of conveyance of surface water, or parts thereof, including wetlands, whether natural or artificial, within or on the boundaries of this Commonwealth.

PART C

OTHER CONDITIONS

1. PROHIBITION OF NON-STORM WATER DISCHARGES

- a. Except as provided in paragraph C.1.a.(2) (below), all discharges covered by this permit shall be composed entirely of storm water.
- (1) Except as provided in paragraph C.1.a.(2), discharges of material other than storm water must be in compliance with an NPDES permit (other than this permit) issued for the discharge.
 - (2) The following non-storm water discharges may be authorized by this permit provided the non-storm water component of the discharge is in compliance with paragraph C.3.a.(3): discharges from fire fighting activities; fire hydrant flushings; potable water sources including waterline flushings; irrigation drainage; lawn watering; routine external building washdown which does not use detergents or other compounds; pavement washwaters where spills or leaks of toxic or hazardous materials have not occurred (unless all spilled material has been removed) and where detergents are not used; air conditioning condensate; springs; uncontaminated ground water; and foundation or footing drains where flows are not contaminated with process materials such as solvents.

2. RELEASES IN EXCESS OF REPORTABLE QUANTITIES

- a. The discharge of hazardous substances or oil in the storm water discharge(s) from a facility shall be prevented or minimized in accordance with the applicable PPC Plan for the facility. This permit does not relieve the permittee of the reporting requirements of 40 C.F.R. Part 117 and 40 C.F.R. Part 302 or 25 Pa. Code §101.2. Except as provided in paragraph C.2.b. of this permit, where a release containing a hazardous substance in an amount equal to or in excess of a reporting quantity established under either 40 C.F.R. 117 or 40 C.F.R. 302, occurs during a 24 hour period:
- (1) The discharger is required to notify the National Response Center (NRC) (800-424-8802); in accordance with the requirements of 40 C.F.R. 117 and 40 C.F.R. 302 as soon as he or she has knowledge of the discharge;
 - (2) The permittee shall submit within 14 calendar days of knowledge of the release a written description of: the release (including the type and estimate of the amount of material released), the date that such release occurred, the circumstances leading to the release, and steps to be taken in accordance with paragraph C.2.a.(3) (below) of this permit to the appropriate Department Regional Office.
 - (3) The PPC plan required under Part C of this permit must be modified within 14 calendar days of knowledge of the release to provide a description of the release, the circumstances leading to the release, and the date of the release. In addition, the plan must be reviewed to identify measures to prevent the reoccurrence of such releases and to respond to such releases, and the plan must be modified where appropriate; and
 - (4) If the release is an incident causing or threatening pollution, it must be reported to the Department immediately pursuant to 25 Pa. Code §101.2, and action must be taken to prevent injury to downstream users and to protect waters of the Commonwealth from pollution.
- b. Multiple Anticipated Discharges
- Facilities which have more than one anticipated discharge per year containing the same hazardous substance in an amount equal to or in excess of a reportable quantity established under either 40 C.F.R. 117 or 40 C.F.R. 302, which occurs during a 24-hour period, where the discharge is caused by events occurring within the scope of the relevant operating system shall:
- (1) submit notifications in accordance with Part C.2.a.(2) (above) of this permit for the first such release that occurs during a calendar year (or for the first year of this permit, after submittal of an NOI);

- (2) provide in the PPC plan required under Part C.3., a written description of the dates on which such releases occurred, the type and estimate of the amount of material released, and the circumstances leading to the release. In addition, the plan must be reviewed to identify measures to prevent or minimize such releases and the plan must be modified where appropriate; and
- (3) the release shall be reported and abated immediately if it is an incident causing or threatening pollution pursuant to 25 Pa. Code §101.2.

c. Spills

This permit does not authorize the discharge of any toxic or hazardous substances or oil resulting from an on-site spill.

3. PREPAREDNESS, PREVENTION AND CONTINGENCY PLANS

a. Development of Plan

Operators of facilities covered under this general permit shall have developed a Preparedness, Prevention and Contingency (PPC) Plan in accordance with 25 Pa. Code §101.3 and the Department's "Guidelines for the Development and Implementation of Environmental Emergency Response Plans" in conjunction with "Supplemental Guidance for the Development and Implementation of Preparedness, Prevention and Contingency (PPC) Plans under the National Pollutant Discharge Elimination System (NPDES) Storm Water Permitting Program". The PPC Plan shall identify potential sources of pollution which may reasonably be expected to affect the quality of storm water discharges associated with industrial activity from the facility. In addition, the PPC Plan shall describe the implementation of practices which are to be used to reduce the pollutants in storm water discharges at the facility ensuring compliance with the terms and conditions of this permit. The PPC Plan shall also include:

(1) Storm Water Management Practices.

The PPC Plan shall contain a narrative consideration of the appropriateness of traditional storm water management practices (practices other than those which control the source of pollutants) and the use of BMPs to control stormwater runoff and prevent storm water pollution. Based on an assessment of the potential of various sources at the plant to contribute pollutants to storm water discharges, the PPC Plan shall set forth measures determined to be reasonable and appropriate which shall be implemented and maintained.

(2) Sediment and Erosion Prevention.

The PPC Plan shall identify areas which, due to topography, activities, or other factors, have a high potential for significant soil erosion, and identify measures to limit erosion. Sediment and Erosion prevention and control measures should be developed and implemented in accordance with Chapter 102 of the Department's rules and regulations and the Bureau of Land and Water Conservation's "Erosion and Sediment Pollution Control Program Manual."

(3) Non-Storm Water Discharges.

- (a) The PPC Plan shall contain a certification that the discharge has been tested or evaluated for the presence of non-storm water discharges. The certification shall include the identification of potential significant sources of non-storm water at the site, a description of the results of any test and/or evaluation for the presence of non-storm water discharges, the evaluation criteria or testing methods used, the date of any testing and/or evaluation, and the on-site drainage points that were directly observed during the test. Such certification may not be feasible if the facility operating the storm water discharge associated with industrial activity does not have access to an outfall, manhole, or other point of access to the ultimate conduit which receives the discharge. In such cases, the source identification section of the PPC Plan shall indicate why the

certification required by this part was not feasible. A discharger that is unable to provide the certification required by this part must notify in accordance with Part A.3.a of this permit.

- (b) Except for flows from fire fighting activities, sources of non-storm water listed in Part C.1.a.2 (authorized non-storm water discharges) of this permit that are combined with storm water discharges associated with industrial activity must be identified in the plan. The plan shall identify and ensure the implementation of appropriate pollution prevention measures for the non-storm water component(s) of the discharge.

(4) **Special Requirements for SARA Title III, Section 313 Facilities.**

- (a) Facilities subject to SARA Title III, Section 313 shall include in the PPC Plan a description of releases to land or water of Section 313 water priority chemicals that have occurred at any time after the date of three years prior to the issuance of this permit. Each of the following shall be evaluated for the reasonable potential for contributing pollutants to runoff: loading and unloading operations; outdoor storage activities; outdoor manufacturing or processing activities; significant dust or particulate generating processes; and on-site waste disposal practices. Factors to consider include the toxicity of chemicals; quantity of chemicals used, produced, or discharged; the likelihood of contact with storm water; and history of significant leaks or spills of toxic or hazardous pollutants.
- (b) **Engineering Certification.** No storm water Preparedness, Prevention and Contingency Plan for facilities subject to SARA Title III, Section 313 requirements for chemicals which are classified as "Section 313 water priority chemicals" shall be effective to satisfy the requirements of Part C.3 of this permit unless it has been reviewed by a Registered Professional Engineer and certified to by such Professional Engineer. A Registered Professional Engineer shall recertify the PPC Plan every year thereafter. This certification may be combined with the required annual certification described in C.3.c. By means of these certifications, the engineer, having examined the facility and being familiar with the provisions of this part, shall attest that the storm water PPC Plan has been prepared in accordance with good engineering practices. Such certifications shall in no way relieve the owner or operator of a facility covered by the PPC Plan of their duty to prepare and fully implement such Plan.

b. **Departmental Review and Compliance Schedule Requirements**

- (1) The PPC Plan shall be signed in accordance with Part B.1.c of this permit. This Plan shall be maintained on-site at all times and shall be made available for review by the Department, or authorized representative, or in the case of a storm water discharge associated with industrial activity which discharges through a municipal separate storm sewer system with an NPDES permit, to the municipal operator of the system. PPC Plans shall provide for compliance with the terms of the PPC Plan prior to submitting a NOI to be covered under this permit.
- (2) If the PPC Plan is reviewed by the Department or its authorized representative, the permittee may be notified at any time that the plan does not meet one or more of the minimum requirements of this Part. After such notification from the Department or its authorized representative, the permittee shall make changes to the plan and shall submit to the Department a written certification that the requested changes have been made. Unless otherwise directed, the permittee shall have 30 days after such notification to make the necessary changes.

c. **Comprehensive Site Compliance Evaluations and Record Keeping**

Qualified personnel shall conduct site compliance evaluations at appropriate intervals specified in the plan, but, in no case less than once a year. Such evaluations shall provide:

- (1) Areas contributing to a storm water discharge associated with industrial activity shall be visually inspected for evidence of, or the potential for, pollutants entering the drainage system. Measures to reduce pollutant loadings shall be evaluated to determine whether they are adequate and properly implemented in accordance with the terms of the permit or whether additional control measures are

needed. Structural storm water management measures, sediment and erosion control measures, and other structural pollution prevention measures identified in the plan shall be observed to ensure that they are operating correctly. A visual inspection of equipment needed to implement the plan, such as spill response equipment, shall be made.

- (2) Based on the results of the inspection, the description of potential pollutant sources identified in the PPC plan, and pollution prevention measures and controls identified in the plan shall be revised as appropriate within 15 days of such inspection and shall provide for implementation of any changes to the plan in a timely manner, but in no case more than 90 days after the inspection.
 - (3) A report summarizing the scope of the inspection, the names of personnel making the inspection, the date(s) of the inspection, major observations relating to the implementation of the PPC Plan, and actions taken in accordance with paragraph C.3.c.(2) (above) of the permit shall be made and retained as part of the PPC Plan for at least one year after coverage under this permit terminates. The report shall be signed in accordance with Part B.I.c. (signatory requirements) of this permit.
- d. **Consistency with Other Plans.** PPC Plans may reflect requirements for Spill Prevention Control and Countermeasure (SPCC) plans developed for the facility under Section 311 of the Clean Water Act or Best Management Practices otherwise required by an NPDES permit for the facility as long as such requirement is incorporated into the plan.
 - e. **Facility Security.** Facilities shall have the necessary security systems to prevent accidental or intentional entry which could result in an unintentional discharge of pollutants to surface waters of the Commonwealth. Security systems described in the plan shall address fencing, lighting, vehicular traffic control, and securing of equipment and buildings.
 - f. **Training.** Facility employees and contractor personnel that work in areas where SARA Title III, Section 313 water priority chemicals are used or stored shall be trained in and informed of preventive measures at the facility. Employee training shall be conducted at intervals specified in the plan, but not less than once per year, in matters of pollution control laws and regulations, and in the PPC Plan and the particular features of the facility and its operation which are designed to minimize discharges of Section 313 water priority chemicals. The plan shall designate a person who is accountable for spill prevention at the facility and who will set up the necessary spill emergency procedures and reporting requirements so that spills and emergency releases of Section 313 water priority chemicals can be isolated and contained before a discharge of a Section 313 water priority chemical can occur. Contractor or temporary personnel shall be informed of facility operation and design features in order to prevent discharges or spills from occurring.
 - g. **Plan Update**

The permittee shall periodically review and amend the PPC Plan.

At a minimum, this must occur when:

- (1) Applicable Department or federal regulations are revised, or this general permit is revised;
- (2) The Plan fails in an emergency;
- (3) There is a change in design industrial, operation, maintenance, or other circumstances, in a manner that materially increases the potential for fires, explosions or releases of toxic or hazardous constituents; or which changes the response necessary in an emergency;
- (4) The list of emergency coordinators or equipment changes; or
- (5) As otherwise required by the Department.

4. DISCHARGES TO LARGE OR MEDIUM SEPARATE MUNICIPAL STORM SEWERS

- a. Facilities with at least one storm water discharge associated with industrial activity to a large or medium municipal separate storm sewer system (systems serving a population of 100,000 or more) in addition to maintaining copies of Discharge Monitoring Reports, in accordance with Part A.3.b. must submit, signed copies to the operator of the municipal separate storm sewer system of monitoring results on Discharge Monitoring Report Form(s). Facilities not required to report monitoring data under Parts A.2.c. and A.2.d., and facilities that are not otherwise required to monitor their discharges, need only to comply with the municipal notification provision.
- b. Facilities covered by this permit must, in addition to the requirements of this general permit, comply with applicable requirements in municipal storm water management programs developed under NPDES permits issued for the discharge of the municipal separate storm sewer system that receives the facility's discharge, provided the discharger has been notified of such conditions.

5. ADDITIONAL REQUIREMENTS FOR SALT STORAGE

Storage piles of salt used for de-icing or other commercial or industrial purposes and which generate a storm water discharge associated with industrial activity which is discharged to surface waters of the Commonwealth shall be enclosed or covered to prevent exposure to precipitation, except for exposure resulting from adding or removing materials from the pile. Existing dischargers shall demonstrate compliance with this provision as expeditiously as practicable, but in no event later than three years after the date of issuance of this permit. All new dischargers must meet this requirement upon NOI approval. Piles do not need to be enclosed or covered where stormwater from the pile is not discharged to surface waters of the Commonwealth.

6. CONTINUATION OF THE EXPIRED GENERAL PERMIT

This permit expires on midnight November 3, 2000. However, an expired general permit continues in force and effect until a new general permit is issued. Permittees must submit a new NOI in accordance with the requirements of this permit, using an NOI form provided by the Department (or photocopy thereof) by May 3, 2000 to remain covered under the continued permit after November 3, 2000. New facilities submitting NOIs for coverage under the continued general permit after October 3, 2000 will not be authorized to discharge until the expired general permit is renewed or a new general permit is issued.

7. REOPENER CLAUSE

If there is evidence indicating potential or realized adverse impacts on water quality due to any storm water discharge covered by this permit, the owner or operator of such discharge may be required to obtain an individual permit or the permit may be modified to include revised limitations and/or requirements.

Permit modification or revocation will be conducted according to 25 Pa. Code Chapter 92.

8. CERTIFICATION. Any person signing documents under this section shall make the following certification:

"I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations."

APPENDIX A

MONITORING REQUIREMENTS FOR ALL SARA TITLE III, SECTION 313 FACILITIES

DISCHARGE PARAMETER	UNITS	SAMPLE TYPE	MEASUREMENT FREQUENCY
C-Biochemical Oxygen Demand (5-day)	(mg/l)	1 Grab	1/6 Months
Chemical Oxygen Demand	(mg/l)	1 Grab	1/6 Months
Oil and Grease	(mg/l)	1 Grab	1/6 Months
pH	(S.U.)	1 Grab	1/6 Months
SARA Title III, Section 313 Water Priority Chemicals*	(mg/l)	1 Grab	1/6 Months
Total Suspended Solids	(mg/l)	1 Grab	1/6 Months
Total Phosphorous	(mg/l)	1 Grab	1/6 Months
Total Kjeldahl Nitrogen	(mg/l)	1 Grab	1/6 Months
Iron (Dissolved)	(mg/l)	1 Grab	1/6 Months

* Any Section 313 water priority chemical discharged in stormwater outfall(s) for which the permittee is subject to reporting requirements under SARA Title III, Section 313.

APPENDIX B

MONITORING REQUIREMENTS FOR ALL PRIMARY METAL INDUSTRY FACILITIES

DISCHARGE PARAMETER	UNITS	SAMPLE TYPE	MEASUREMENT FREQUENCY
C-Biochemical Oxygen Demand (5-day)	(mg/l)	1 Grab	1/6 Months
Chemical Oxygen Demand	(mg/l)	1 Grab	1/6 Months
Oil and Grease	(mg/l)	1 Grab	1/6 Months
pH	(S.U.)	1 Grab	1/6 Months
Total Suspended Solids	(mg/l)	1 Grab	1/6 Months
Lead (Total)	(mg/l)	1 Grab	1/6 Months
Chromium (Total)	(mg/l)	1 Grab	1/6 Months
Copper (Total)	(mg/l)	1 Grab	1/6 Months
Cadmium (Total)	(mg/l)	1 Grab	1/6 Months
Arsenic (Total)	(mg/l)	1 Grab	1/6 Months
Effluent Guideline Pollutants*	(mg/l)	1 Grab	1/6 Months
Iron (Dissolved)	(mg/l)	1 Grab	1/6 Months

* Any pollutant limited in an effluent guideline, to which the facility is subject.

APPENDIX C

MONITORING REQUIREMENTS FOR ALL LAND DISPOSAL UNITS, INCINERATORS AND BIFs

DISCHARGE PARAMETER	UNITS	SAMPLE TYPE	MEASUREMENT FREQUENCY
Chemical Oxygen Demand	(mg/l)	1 Grab	1/6 Months
Oil and Grease	(mg/l)	1 Grab	1/6 Months
pH	(S.U.)	1 Grab	1/6 Months
Total Dissolved Solids (TDS)	(mg/l)	1 Grab	1/6 Months
Total Organic Carbon (TOC)	(mg/l)	1 Grab	1/6 Months
Barium (Total)	(mg/l)	1 Grab	1/6 Months
Cadmium (Total)	(mg/l)	1 Grab	1/6 Months
Chromium (Total)	(mg/l)	1 Grab	1/6 Months
Lead (Total)	(mg/l)	1 Grab	1/6 Months
Mercury (Total)	(mg/l)	1 Grab	1/6 Months
Magnesium (Total)	(mg/l)	1 Grab	1/6 Months
Magnesium (Dissolved)	(mg/l)	1 Grab	1/6 Months
Selenium (Total)	(mg/l)	1 Grab	1/6 Months
Silver (Total)	(mg/l)	1 Grab	1/6 Months
Ammonia	(mg/l)	1 Grab	1/6 Months
Arsenic (Total)	(mg/l)	1 Grab	1/6 Months
Cyanide (Total)	(mg/l)	1 Grab	1/6 Months
Nitrate plus Nitrite Nitrogen	(mg/l)	1 Grab	1/6 Months
Iron (Dissolved)	(mg/l)	1 Grab	1/6 Months

APPENDIX D

MONITORING REQUIREMENTS FOR ALL WOOD TREATMENT FACILITIES

DISCHARGE PARAMETER	UNITS	SAMPLE TYPE	MEASUREMENT FREQUENCY
C-Biochemical Oxygen Demand (5-day)	(mg/l)	1 Grab	1/6 Months
Chemical Oxygen Demand	(mg/l)	1 Grab	1/6 Months
Oil and Grease	(mg/l)	1 Grab	1/6 Months
pH	(S.U.)	1 Grab	1/6 Months
Nitrate plus Nitrite Nitrogen	(mg/l)	1 Grab	1/6 Months
Total Suspended Solids	(mg/l)	1 Grab	1/6 Months
Iron (Dissolved)	(mg/l)	1 Grab	1/6 Months

In addition to the above-mentioned parameters, facilities that use chlorophenolic formulations shall sample for:

Pentachlorophenol	(mg/l)	1 Grab	1/6 Months
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In addition to the above parameters, as applicable, facilities that use chromium-arsenic formulations shall sample for:

Arsenic (Total)	(mg/l)	1 Grab	1/6 Months
Chromium (Total)	(mg/l)	1 Grab	1/6 Months
Copper (Total)	(mg/l)	1 Grab	1/6 Months

**APPENDIX E
MONITORING REQUIREMENTS FOR ALL COAL PILE RUNOFF**

DISCHARGE PARAMETER	UNITS	SAMPLE TYPE	MEASUREMENT FREQUENCY
Oil and Grease	(mg/L)	1 Grab	1/6 Months
pH	(S.U.)	1 Grab	1/6 Months
Total Suspended Solids	(mg/l)	1 Grab	1/6 Months
Copper (Total)	(mg/l)	1 Grab	1/6 Months
Nickel (Total)	(mg/l)	1 Grab	1/6 Months
Zinc (Total)	(mg/l)	1 Grab	1/6 Months
Iron (Dissolved)	(mg/l)	1 Grab	1/6 Months

**APPENDIX F
MONITORING REQUIREMENTS FOR ALL BATTERY RECLAIMERS**

DISCHARGE PARAMETER	UNITS	SAMPLE TYPE	MEASUREMENT FREQUENCY
Oil and Grease	(mg/l)	1 Grab	1/6 Months
Chemical Oxygen Demand	(mg/l)	1 Grab	1/6 Months
pH	(S.U.)	1 Grab	1/6 Months
Total Suspended Solids	(mg/l)	1 Grab	1/6 Months
Lead (Total)	(mg/l)	1 Grab	1/6 Months
Copper (Total)	(mg/l)	1 Grab	1/6 Months
Iron (Dissolved)	(mg/l)	1 Grab	1/6 Months

**APPENDIX G
MONITORING REQUIREMENTS FOR ALL AIRPORTS**

DISCHARGE PARAMETER	UNITS	SAMPLE TYPE	MEASUREMENT FREQUENCY
C-Biochemical Oxygen Demand (5-day)	(mg/l)	1 Grab	1 Year
Chemical Oxygen Demand	(mg/l)	1 Grab	1 Year
Oil and Grease	(mg/l)	1 Grab	1 Year
pH	(S.U.)	1 Grab	1 Year
Total Suspended Solids	(mg/l)	1 Grab	1 Year
Primary Ingredient Used in the De-icing Materials	(mg/l)	1 Grab	1 Year
Iron (Dissolved)	(mg/l)	1 Grab	1 Year

**APPENDIX H
MONITORING REQUIREMENTS FOR ALL COAL-FIRED STEAM ELECTRIC FACILITIES**

DISCHARGE PARAMETER	UNITS	SAMPLE TYPE	MEASUREMENT FREQUENCY
Oil and Grease	(mg/l)	1 Grab	1 Year
pH	(S.U.)	1 Grab	1 Year
Total Suspended Solids	(mg/l)	1 Grab	1 Year
Copper (Total)	(mg/l)	1 Grab	1 Year
Nickel (Total)	(mg/l)	1 Grab	1 Year
Zinc (Total)	(mg/l)	1 Grab	1 Year
Iron (Dissolved)	(mg/l)	1 Grab	1 Year

**APPENDIX I
MONITORING REQUIREMENTS FOR ALL ANIMAL HANDLING
AND MEAT PACKING FACILITIES**

DISCHARGE PARAMETER	UNITS	SAMPLE TYPE	MEASUREMENT FREQUENCY
C-Biochemical Oxygen Demand (5-day)	(mg/l)	1 Grab	1 Year
Chemical Oxygen Demand	(mg/l)	1 Grab	1 Year
Oil and Grease	(mg/l)	1 Grab	1 Year
pH	(S.U.)	1 Grab	1 Year
Total Suspended Solids	(mg/l)	1 Grab	1 Year
Total Kjeldahl Nitrogen	(mg/l)	1 Grab	1 Year
Fecal Coliform	(#/100 ml)	1 Grab	1 Year
Iron (Dissolved)	(mg/l)	1 Grab	1 Year
Total Phosphorus	(mg/l)	1 Grab	1 Year

**APPENDIX J
MONITORING FOR ADDITIONAL FACILITIES****

DISCHARGE PARAMETER	UNITS	SAMPLE TYPE	MEASUREMENT FREQUENCY
C-Biochemical Oxygen Demand (5-day)	(mg/l)	1 Grab	1 Year
Chemical Oxygen Demand	(mg/l)	1 Grab	1 Year
Oil and Grease	(mg/l)	1 Grab	1 Year
pH	(S.U.)	1 Grab	1 Year
Total Suspended Solids	(mg/l)	1 Grab	1 Year
Total Kjeldahl Nitrogen	(mg/l)	1 Grab	1 Year
Total Phosphorous	(mg/l)	1 Grab	1 Year
Effluent Guideline Pollutants*	(mg/l)	1 Grab	1 Year
Iron (Dissolved)	(mg/l)	1 Grab	1 Year

* Any pollutant limited in an effluent guideline to which the facility is subject.

** Facilities subject to Appendix J are not required to monitor and may perform an annual inspection of the facility in lieu of monitoring.

Easton Iron And Metal Realty Phase One Environmental Site Assessment

PERMITTEE NAME/ADDRESS
 Easton Realty Mutual Association of Delaware
 NAME Jacob Stein & Metal Co., Inc.
 ADDRESS 1100 Bushkill Drive
Easton, PA 18042-1437

NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES)
 DISCHARGE MONITORING REPORT (DMR)

PART 602213
 PERMIT NUMBER

DISCHARGE NUMBER

FACILITY LOCATION Easton City, North, Co.

MONITORING PERIOD

YEAR	MO	DAY	TO	YEAR	MO	DAY

APPENDIX J
 Additional Facilities

Form Approved
 OMB No. 2040-004
 Approval expires 6-30-88
 Revised 5/81

PARAMETER (2-2-89)	MEASUREMENT REQUIREMENT	QUANTITY OR LOADING (4-4-89)			QUALITY OR CONCENTRATION (4-4-89)			NO. OF ANALYSES (4-4-89)	FREQUENCY (4-4-89)	SAMPLE TYPE (2-2-89)
		AVERAGE (4-4-89)	MAXIMUM (4-4-89)	UNITS (4-4-89)	AVERAGE (4-4-89)	MAXIMUM (4-4-89)	UNITS (4-4-89)			
C-Isobutanol Oxygen Demand (6-Day)	MEASUREMENT	XXXXX	XXXXX	XXX	XXXXX	XXXXX	MGL	1	1 Year	Grab
	REPORT	XXXXX	XXXXX	XXXXX	XXXXX	XXXXX	REPORT Day/Year			
Chemical Oxygen Demand	MEASUREMENT	XXXXX	XXXXX	XXX	XXXXX	XXXXX	MGL	1	1 Year	Grab
	REPORT	XXXXX	XXXXX	XXXXX	XXXXX	XXXXX	REPORT Day/Year			
Oil and Grease	MEASUREMENT	XXXXX	XXXXX	XXX	XXXXX	XXXXX	MGL	1	1 Year	Grab
	REPORT	XXXXX	XXXXX	XXXXX	XXXXX	XXXXX	REPORT Day/Year			
pH	MEASUREMENT	XXXXX	XXXXX	XXX	XXXXX	XXXXX	Sec. Limit	4	1 Year	Grab
	REPORT	XXXXX	XXXXX	XXXXX	XXXXX	XXXXX	REPORT Day/Year			
Total Suspended Solids (TSS)	MEASUREMENT	XXXXX	XXXXX	XXX	XXXXX	XXXXX	MGL	1	1 Year	Grab
	REPORT	XXXXX	XXXXX	XXXXX	XXXXX	XXXXX	REPORT Day/Year			
Total Kjeldahl Nitrogen (TKN)	MEASUREMENT	XXXXX	XXXXX	XXX	XXXXX	XXXXX	MGL	1	1 Year	Grab
	REPORT	XXXXX	XXXXX	XXXXX	XXXXX	XXXXX	REPORT Day/Year			
Total Phosphorus	MEASUREMENT	XXXXX	XXXXX	XXX	XXXXX	XXXXX	MGL	1	1 Year	Grab
	REPORT	XXXXX	XXXXX	XXXXX	XXXXX	XXXXX	REPORT Day/Year			
Ethanol (Quadratic Polynomials)	MEASUREMENT	XXXXX	XXXXX	XXX	XXXXX	XXXXX	MGL	1	1 Year	Grab
	REPORT	XXXXX	XXXXX	XXXXX	XXXXX	XXXXX	REPORT Day/Year			
Iron (Plated)	MEASUREMENT	XXXXX	XXXXX	XXX	XXXXX	XXXXX	MGL	1	1 Year	Grab
	REPORT	XXXXX	XXXXX	XXXXX	XXXXX	XXXXX	REPORT Day/Year			

NOTE: Read instructions before completing this form.

PERMITTEE'S PERSONAL EXECUTIVE OFFICER: _____

DATE: _____

DMR Form 2040-004 (Rev. 10/79) (REPLACES DMR FORM 7-78 WHICH MAY NOT BE USED)

PREVIOUS EDITIONS TO BE USED UNTIL SUPPLY IS EXHAUSTED

Recycled Paper

NOTICES

2323

<i>Facility Location County and Municipality</i>	<i>Permit No.</i>	<i>Applicant's Name and Address</i>	<i>Receiving Stream or Body of Water</i>	<i>Contact Office and Telephone No.</i>
Lower Paxton Township Dauphin County	PAR-10-1192	Dauphin Homes, Inc. 5851 Union Deposit Road Harrisburg, PA 17111	Beaver Creek	Dauphin County CD 1451 Peters Mountain Road Dauphin, PA 17018 (717) 921-8100
Swatara Township Dauphin County	PAR-10-1179	Capitol Ridge Dev. Corp. 220 N. 72nd Street Harrisburg, PA 17111	Beaver Creek	Dauphin County CD 1451 Peters Mountain Road Dauphin, PA 17018 (717) 921-8100
West Hanover Township Dauphin County	PAR-10-1181	Houck Properties 7464 Linglestown Road Harrisburg, PA 17112	Beaver Creek	Dauphin County CD 1451 Peters Mountain Road Dauphin, PA 17018 (717) 921-8100
<i>General Permit Type—PAG-3</i>				
<i>Facility Location County and Municipality</i>	<i>Permit No.</i>	<i>Applicant Name and Address</i>	<i>Receiving Stream or Body of Water</i>	<i>Contact Office and Telephone No.</i>
Lackawanna County Clarks Summit Borough	PAR232238	Ato Findley, Inc. 11320 Watertown Plank Rd. Wauwatosa, WI 53226	Reynolds Pond	Northeast Office 2 Public Square Wilkes-Barre, PA 18711 (570) 826-2511
Lackawanna County Taylor Borough	PAR232221	Taylor Chemical, Inc. Lackawanna County 10 Stauffer Ind. Park Taylor, PA 18517	Keyser Creek to Lackawanna River	Northeast Office 2 Public Square Wilkes-Barre, PA 18711 (570) 826-2511
Luzerne County Wright Township	PAR802207	Boise Locomotive P. O. Box 27 Crestwood Ind. Park Mountain Twp, PA 18707	N/A	Northeast Office 2 Public Square Wilkes-Barre, PA 18711 (570) 826-2511
Northampton County Easton City	PAR802218	Jacob Stein Easton Iron & Metal Co., Inc. 1100 Bushkill Drive Easton, PA 18042-1437	Delaware River	Northeast Office 2 Public Square Wilkes-Barre, PA 18711 (570) 826-2511
Schuylkill County Ringtown Borough	PAR212220	Ringtown Wilbert Vault Works, Inc. P. O. Box 215 Ringtown, PA 17967-0215	Little Catawissa Creek	Northeast Office 2 Public Square Wilkes-Barre, PA 18711 (570) 826-2511
<i>General Permit Type—PAG 7</i>				
<i>Facility Location County and Municipality (If Applicable)</i>	<i>General Permit No.</i>	<i>Applicant Name and Address</i>	<i>Contact Office and Telephone No.</i>	
	PAG079902	Wheelabrator Hagerstown 1030 Frederick Street Hagerstown, MD 21740	BWQP (717) 787-8184	

PENNSYLVANIA BULLETIN, VOL. 29, NO. 18, MAY 1, 1999

Appendix B.7: EPA Report



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION III
1650 Arch Street
Philadelphia, Pennsylvania 19103-2029

03/18/10

SUBJECT: East Iron and Metal Realty Properties
FROM: Helen DuTeau, Chief *HD*
Community Involvement and Outreach Branch (3HS52)
TO: Richard Van Holt, FOIA Officer (3PA00)

DATE REQUEST RECEIVED: 03/02/10
REQUEST ID NUMBER: 03-FOI-00531-10
(ESTIMATED) COST
CERCLIS & ERNS PRINTOUTS OF: Zip Code 18042

This information is provided in response to the above Freedom of Information Act request regarding the East Iron and Metal Realty Properties, located at 111-13 Bushkill Drive, 1164 Bushkill Drive and Bushkill Drive, Easton, PA. CERCLIS does not have any information response to the above site location. However, enclosed is a printout of known, alleged, or potential hazardous waste sites listed in the Comprehensive Environmental Response, Compensation and Liability Information System (CERCLIS) and Emergency Response Notification System (ERNS) report for zip code area 18042.

It should be noted that the CERCLIS and ERNS systems contain only those potential hazardous waste sites that have been brought to the attention of the Environmental Protection Agency prior to the last update. We cannot claim that it contains all the potential hazardous waste sites that exist. Therefore, although a certain property or area is not currently listed in CERCLIS and ERNS, this is NOT a guarantee that a hazardous waste problem does not exist.

You may appeal this response to the National Freedom of Information Officer, U.S. EPA, Records, FOIA and Privacy Branch, 1200 Pennsylvania Avenue, NW (2822T), Washington, DC 20460, Fax: (202) 566-2147, E-mail: hq.foia@epa.gov. Only items mailed through the United States Postal Service may be delivered to 1200 Pennsylvania Avenue, NW. If you are submitting your appeal via hand delivery, courier service or overnight delivery, you must address your correspondence to 1301 Constitution Avenue, N.W., Room 6416J, Washington, DC 20004. The appeal must be made in writing, and it must be submitted no later than 30 calendar days from the date of this letter. The Agency will not consider appeals received after the 30 calendar day limit. The appeal letter should include the RIN listed above. For quickest possible handling, the appeal letter and its envelope should be marked "Freedom of Information Act Appeal."

If you have any questions, contact Chereese Peters, Environmental Protection Assistant at 215-814-3154.

Enclosure

Customer Service Hotline: 1-800-438-2474

Easton Iron And Metal Realty Phase One Environmental Site Assessment



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION III
1650 Arch Street
Philadelphia, Pennsylvania 19103-2029

Jon Martin
Lafayette College
111 Quad Drive
Box 9336
Easton, PA 18042

MAR 03 2010

Re: East Iron and Metal Realty
Freedom of Information Act Request: # 03-RIN-00531-10

Dear Mr. Martin:

In response to the above-referenced Freedom of Information Act (FOIA) request, dated March 01, 2010, and received on March 02, 2010, please be advised that the Resource Conservation and Recovery Act (RCRA) Program, the Toxics Programs Branch, and the Pesticides/Asbestos Programs Branch, Land and Chemicals Division, processed your request and found no responsive information.

You may appeal this response to the National Freedom of Information Officer, U.S. EPA, Records, FOIA and Privacy Branch, 1200 Pennsylvania Avenue, NW (2822T), Washington, DC 20460, Fax: (202) 566-2147, E-mail: hq.foia@epa.gov. Only items mailed through the United States Postal Service may be delivered to 1200 Pennsylvania Avenue, NW. If you are submitting your appeal via hand delivery, courier service or overnight delivery, you must address your correspondence to 1301 Constitution Avenue, N.W., Room 6416J, Washington, DC 20004. Your appeal must be made in writing, and it must be submitted no later than 30 calendar days from the date of this letter. The Agency will not consider appeals received after the 30 calendar day limit. The appeal letter should include the RIN listed above. For quickest possible handling, the appeal letter and its envelope should be marked "Freedom of Information Act Appeal."

If you have any questions, feel free to contact Shanna Halpern, a member of my staff, at (215) 814-3396.

Sincerely,

A handwritten signature in blue ink that reads "Evelyn Velazquez".

Evelyn Velazquez
Environmental Protection Specialist
Land and Chemicals Division

cc: Richard Van Holt (3PA00)



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Customer Service Hotline: 1-800-438-2474



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION III
1600 Arch Street
Philadelphia, Pennsylvania 19103-2020

Enclosed please find report(s) containing the data you requested from the Emergency Response Notification System (ERNS)

The data includes the notification for:

03-FBI-00531-10

Following are KEY CODES necessary to interpret some of the fields in your report:

MEDIUM AFFECTED:	A-AIR, L-LAND, W-WATER, G-GROUNDWATER, F-FACILITY, O-OTHER, U-UNKNOWN
SOURCE:	A-AIR TRANSPORT, F-FIXED FACILITY, H-HIGHWAY, V-VEHICLE, O-OFFSHORE, P-PIPELINE, R-RAILWAY, T-ABOVE GROUND STORAGE TANK, S-UNDERGROUND STORAGE TANK, U-UNKNOWN, X-OTHER
CAUSE:	O-OPERATIONAL ERROR, E-EQUIPMENT FAILURE, N-NATURAL PHENOMENON, T-TRANSPORTATION ACCIDENT, O-OTHER, U-UNKNOWN

For any problems and/or questions, please notify:
Linda Marulli at 215-614-1256

PLEASE NOTE THAT THIS IS AN INITIAL NOTIFICATION DATA ONLY AND MAY BE SUBJECT TO VERIFICATION.

Customer Service Hotline 1-800-438-2476

**U. S. Environmental Protection Agency
Region III - Philadelphia PA**

Please Note: This information is initial notification data and may be subject to verification.

Incident Notification No.: 769108 Incident Type: STORAGE TANK
Incident Date: 8/15/2005 Incident Cause: EQUIPMENT FAILURE

<p><u>Incident Location</u> 747 WEST GRAND ST.</p> <p>City: EASTERN Zip: 18042 State: PA County: NORTHAMPTON</p>	<p><u>Affected Medium</u></p> <p>Medium: LAND Waterway:</p> <p>Tributary to: Additional Medium Info: GROUND</p>
--	---

* Nearest City to Incident location is given. Incident may not have occurred within city borders.

Spilled Material: OIL, FUEL: NO. 2 Quantity: 50.00 Units: GALLON(S)

<u>Potential Response Party</u>	
First Name: DANIEL	Company:
Last Name: FARRELL	Type: PRIVATE CITIZEN

Incident Notification No.: 565386 Incident Type: UNKNOWN SHEEN
Incident Date: 4/28/2001 Incident Cause: UNKNOWN

<p><u>Incident Location</u> 1525 WOOD AVE</p> <p>City: EASTON Zip: 18042 State: PA County: LEHIGH</p>	<p><u>Affected Medium</u></p> <p>Medium: WATER Waterway: SPRING BROOK</p> <p>Tributary to: Additional Medium Info: SPRING BROOK</p>
---	---

* Nearest City to Incident location is given. Incident may not have occurred within city borders.

Spilled Material: UNT UNKNOWN OIL Quantity: Units: 0.00UNKNOWN

<u>Potential Response Party</u>	
First Name:	Company:
Last Name: UNKNOWN	Type: UNKNOWN

**U. S. Environmental Protection Agency
Region III, Philadelphia PA**

***** Please note that this is initial notification data and may be subject to verification. *****

Regional Case Number	Potential Responsible party	Spilled Material	Quantity	Spill Date
PA87884	ASHLAND CHEMICAL	1) ANYHDROUS HYDROGEN 2) FLOURIDE 3)	500 P 0 0	8/4/1987
NRC Number 9841	Incident Location ISLAND PARK RD EASTON PA Zip: 18042 COUNTY: NORTHAMPTON	CAUSE F		
SOURCE		Medium Affected A WATERWAY NONE		
PA881073	PENN FOAM CO.	1) UNKNOWN 2) 3)	0 U 0 0	9/15/1988
NRC Number	Incident Location RAUBSVILLE PA Zip: 18042 COUNTY: NORTHAMPTON	CAUSE O		
SOURCE		Medium Affected L WATERWAY NONE		
PA89420	EASTON WATER TREATMENT PL	1) SEWAGE FOAM 2) 3)	0 U 0 0	3/2/1989
NRC Number	Incident Location EASTON PA Zip: 18042 COUNTY: NORTHAMPTON	CAUSE U		
SOURCE		Medium Affected W WATERWAY DELAWARE RIVER		

**U. S. Environmental Protection Agency
Region III, Philadelphia PA**

***** Please note that this is initial notification data and may be subject to verification. *****

Regional Case Number	Potential Responsible party	Spilled Material	Quantity	Spill Date
PA911036	TOWN OF EASTON	1) UNKNOWN OIL 2) 3)	0 U 0 0	6/30/1991
NRC Number 77481	Incident Location UNSPECIFIED EASTON PA Zip: 18042 COUNTY: NORTHAMPTON	CAUSE O		
SOURCE H		Medium Affected L WATERWAY THREAT TO LEHIGH		
PA911232	HARCROSS PIGMENTS	1) OIL: DIESEL 2) 3)	20 G 0 0	8/6/1991
NRC Number 82518	Incident Location 1525 WOOD AVE. EASTON PA Zip: 18042 COUNTY: NORTHAMPTON	CAUSE E		
SOURCE F		Medium Affected W WATERWAY SPRING BROOK CRE		
PA911426	HARCROSS PIGMENTS	1) SULFURIC ACID 2) 3)	1300 P 0 0	9/16/1991
NRC Number 88585	Incident Location 1525 WOOD AVE. EASTON PA Zip: 18042 COUNTY: NORTHAMPTON	CAUSE O		
SOURCE F		Medium Affected A WATERWAY NONE		

**U. S. Environmental Protection Agency
Region III, Philadelphia PA**

***** Please note that this is initial notification data and may be subject to verification. *****

Regional Case Number	Potential Responsible party	Spilled Material	Quantity	Spill Date
PA911465	HARCROSS PIGMENTS	1) OIL, FUEL: NO. 2 2) 3)	30 G 0 0	9/20/1991
NRC Number 89218	Incident Location 1525 WOOD AVE. EASTON PA Zip: 18042 COUNTY: NORTHAMPTON			
SOURCE F	CAUSE F		Medium Affected W WATERWAY SPRING BROOK	
PA92110	HARCROSS PIGMENTS	1) OIL, MISC: LUBRICATING 2) 3)	1 G 0 0	10/28/1991
NRC Number 94133	Incident Location 1525 WOOD AVE. EASTON PA Zip: 18042 COUNTY: NORTHAMPTON			
SOURCE F	CAUSE F		Medium Affected W WATERWAY SPRINGBROOK CREE	
PA92770	BEAN, INC.	1) UNKNOWN OIL 2) 3)	0 U 0 0	4/7/1992
NRC Number 113277	Incident Location UNSPECIFIED EASTON PA Zip: 18042 COUNTY: LEHIGH			
SOURCE SF	CAUSE D		Medium Affected L WATERWAY UNKNOWN	

**U. S. Environmental Protection Agency
Region III, Philadelphia PA**

***** Please note that this is initial notification data and may be subject to verification. *****

Regional Case Number	Potential Responsible party	Spilled Material	Quantity	Spill Date
PA841496	JAMES RIVER CORP.	1) ETHYLENE GLYCOL 2) 3)	30 G 0 0	8/2/1994
NRC Number 253184	Incident Location 605 KUEBLER RD. EASTON PA Zip: 18042 COUNTY: NORTHAMPTON			
SOURCE F	CAUSE E			Medium Affected L WATERWAY NONE
PA84634	JAMES RIVER CORP.	1) ETHYLENE GLYCOL 2) 3)	315 G 0 0	2/2/1994
NRC Number 219915	Incident Location 605 KUEBLER RD. EASTON PA Zip: 18042 COUNTY: NORTHAMPTON			
SOURCE F	CAUSE F			Medium Affected L WATERWAY NONE
PA84973	JAMES RIVER CORP.	1) ETHYLENE GLYCOL (50%) 2) 3)	100 G 0 0	6/20/1994
NRC Number 240256	Incident Location 605 KUEBLER RD. EASTON PA Zip: 18042 COUNTY: NORTHAMPTON			
SOURCE F	CAUSE F			Medium Affected L WATERWAY DRY CREEK BED

**U. S. Environmental Protection Agency
Region III, Philadelphia PA**

***** Please note that this is initial notification data and may be subject to verification. *****

Regional Case Number	Potential Responsible party	Spilled Material	Quantity	Spill Date
PA951159	HAINES & KIBBLEHOUSE INC	1) OIL, FUEL: NO. 2-D 2) 3)	5419 G 0 0	6/13/1995
NRC Number 295355	Incident Location A.B.E. MATERIALS EASTERN EASTON PA Zip: 18042 COUNTY: NORTHAMPTON	CAUSE O		
SOURCE F				Medium Affected L WATERWAY
PA95882	HARCROSS PIGMENTS	1) FERROUS SULFATE 2) 3)	0 U 0 0	4/20/1995
NRC Number 267938	Incident Location 1525 WOOD AVE. EASTON PA Zip: 18042 COUNTY: NORTHAMPTON	CAUSE F		
SOURCE F				Medium Affected W WATERWAY SPRING BROOK >BUS
PA980728	ASHLAND CHEMICAL	1) UNKNOWN CHEMICAL 2) 3)	0 U 0 0	5/25/1998
NRC Number 438384	Incident Location 400 ISLAND PARK RD GELENDON PA Zip: 18042 COUNTY: NORTHAMPTON	CAUSE U		
SOURCE F				Medium Affected F WATERWAY

SITE/RESPONSE ACTION LISTING (CERCLIS) (LIST-08), VERSION 10.00

THIS IS THE ** PRODUCTION VERSION ** OF THE REPORT

USER SELECTION OPTIONS

REGION: 03
REPORT TYPE: CERCLIS
PROGRAM AREA: Integrated
SELECT CRITERIA: Zip Code = 18042
Region, EPA ID
SORT BY:
OUTPUT DESTINATION: SCREEN

Appendix B.8: National Priorities Map

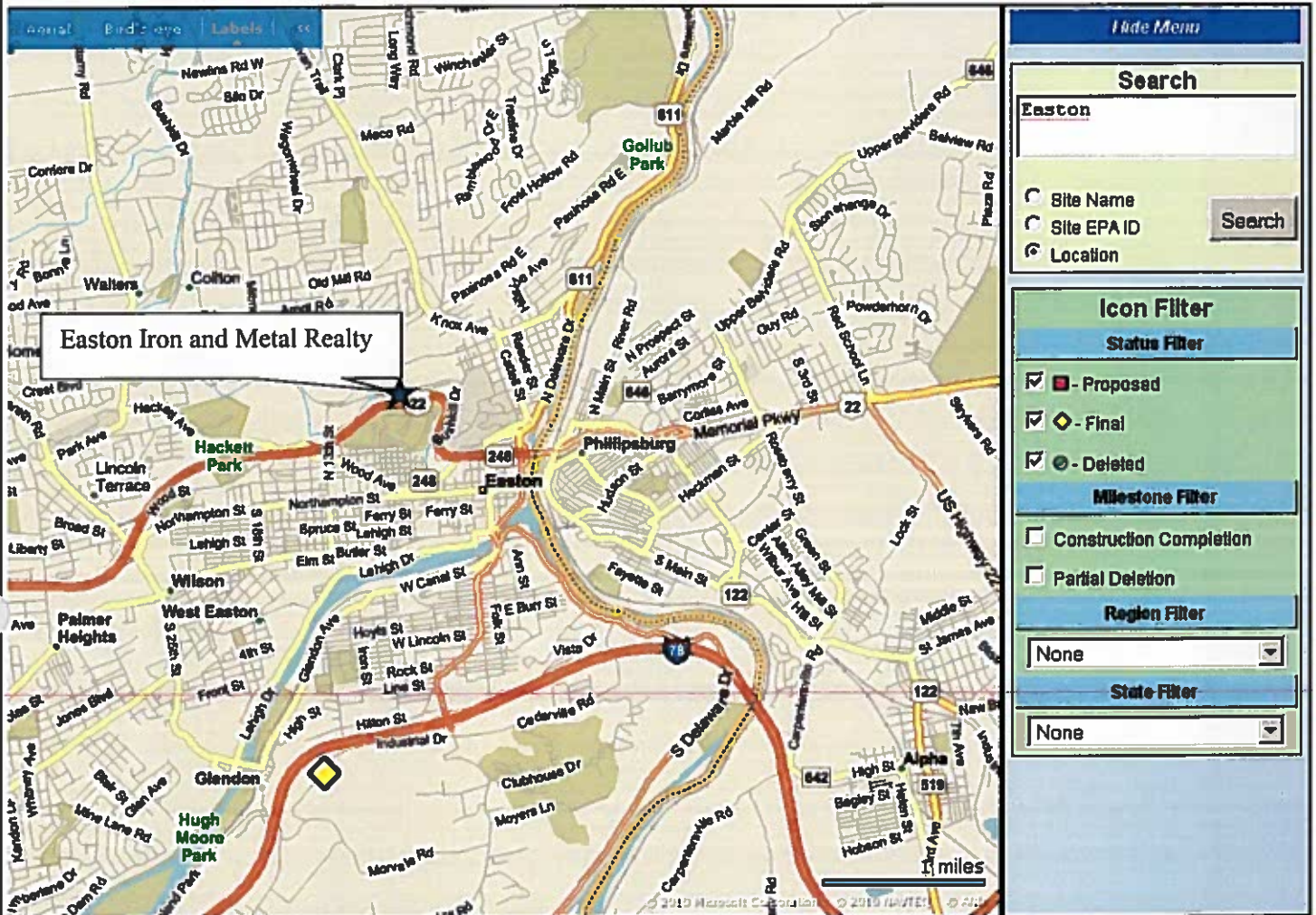


Figure B.8.1: National Priorities Listing, only shows the Industrial Lane property mentioned in the EPA letter



Project: Easton Iron and Metal Realty

Client: Kney Engineering

Date: April 10th, 2010



Appendix B.9: Penn DEP Storage Tank List

Storage Tanks Search Results

17 Facilities found. 5 listed per page.

Page: 1 2 3 4

Site ID: 006197
 Client: WALTERS OEL
 Name: WALTERS OEL
 Address: 1003 BURGESS DR
 City: EASTON
 Zip: 18042
 County: Lehigh
 Municipality: Easton
 Organization: WALTERS OEL

Client ID: 18739
 Client Name: CENTER BOSS HEATING COOLING & SECURITY
 Address: 1225 STEREO BLVD
 City: BETHLEHEM
 State: PA
 Zip: 18017

Site ID	Scale	Tank Code	Date Installed	Capacity	Sub Code	Tank Status	Removal Term	Removal Status	Date Last Inspection	Inspection Code
62054 - 81A	AST			1170	HO	C	FOR	APPL	6/23/2005	IS
62055 - 81A	AST			1020	HO	C	FOR	APPL	6/23/2005	IS
62056 - 81A	AST			1020	HO	C	FOR	APPL	6/23/2005	IS
62057 - 81A	AST			1170	DESL	T	FOR	WITHD	6/23/2005	IS
62058 - 81A	AST			1400	HO	C	FOR	WITHD	6/23/2005	IS
62059 - 81A	AST			1000	HO	C	FOR	APPL	6/23/2005	IS
62060 - 81A	AST			1000	HO	C	FOR	APPL	6/23/2005	IS
62061 - 81A	AST			1000	HO	C	FOR	APPL	6/23/2005	IS
62062 - 81A	AST		31/11/91	1000	DESO	C	FOR	APPL	No Inspection Date	NA

Site ID: 006198
 Client: WALTERS OEL
 Name: WALTERS OEL
 Address: 1003 BURGESS DR
 City: EASTON
 Zip: 18042
 County: Lehigh
 Municipality: Easton
 Organization: WALTERS OEL

Client ID: 18739
 Client Name: CENTER BOSS HEATING COOLING & SECURITY
 Address: 1225 STEREO BLVD
 City: BETHLEHEM
 State: PA
 Zip: 18017

Site ID	Scale	Tank Code	Date Installed	Capacity	Sub Code	Tank Status	Removal Term	Removal Status	Date Last Inspection	Inspection Code
61782 - 005	UST		12/17/99	1000	GAS	C	FOR	APPL	2/7/2010	POI
61783 - 005	UST		12/17/99	1000	GAS	C	FOR	APPL	2/7/2010	POI
61782 - 007	UST		12/17/99	1000	GAS	C	FOR	APPL	2/7/2010	POI

Page: 1 2 3 4

Search Again | Return to main page

[PA Home Site](#) | [Add DEP](#) | [Page Size](#) | [Home Page](#)

Figure B.9.1: Pennsylvania DEP list of registered Storage Tanks, the two listed here are down the street of the site.

Project: Easton Iron and Metal Realty

Client: Kney Engineering

Date: April 10th, 2010



Appendix B.10: EPA Cleanups in My Community Map

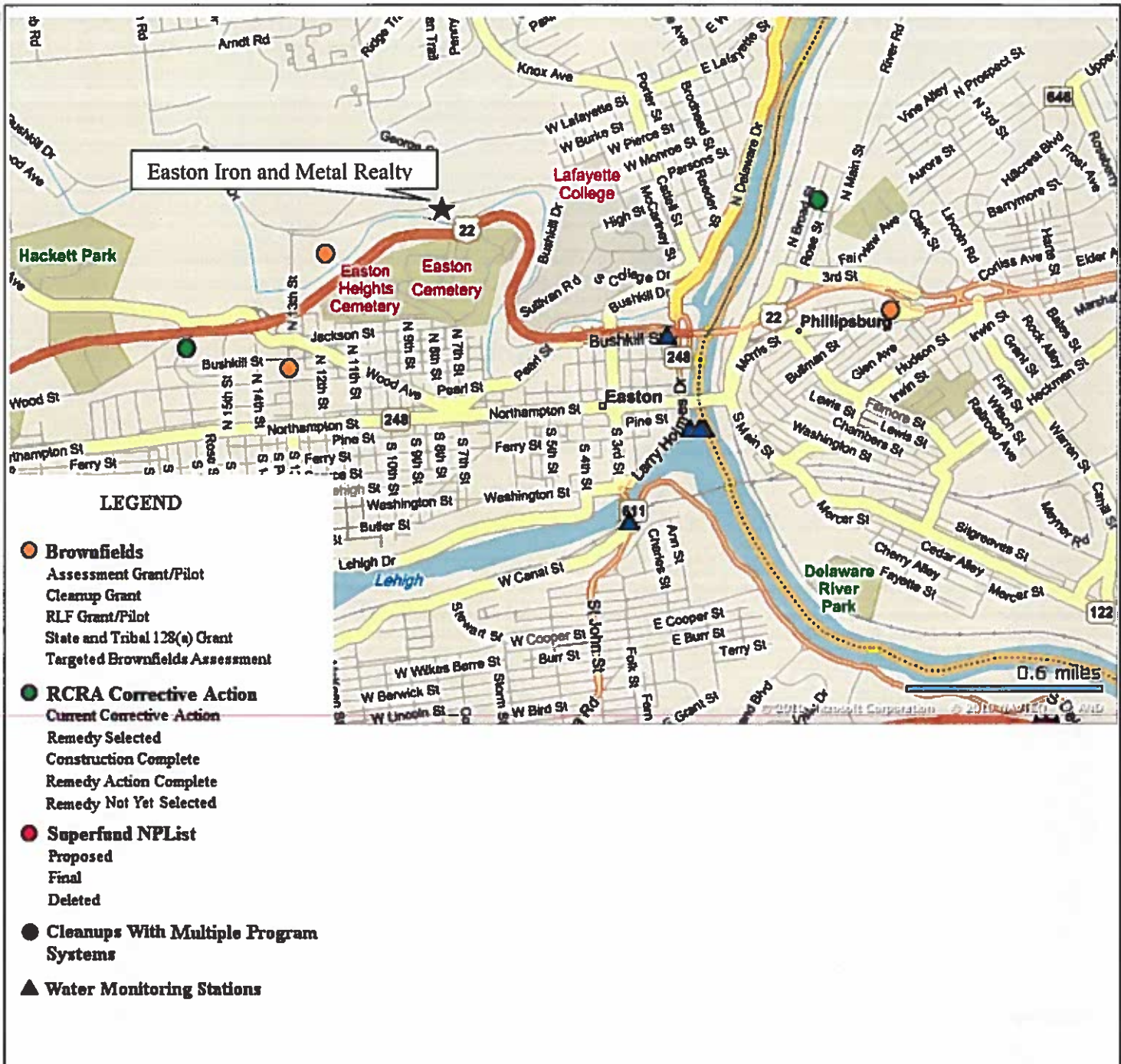


Figure B.10.1: EPA's Cleanups in My Community. Some are within the 0.5 mile radius but there are none up gradient of the site.

Project: Easton Iron and Metal Realty
Client: Kney Engineering
Date: April 10 th , 2010



Appendix D: Interview Questions/Response

Appendix D.1: General Questions	181
Appendix D.2: Interview with Town Councilman Roger Ruggles	183
Appendix D.3: Interview with Professor David Brandes	184

Appendix D.1: General Questions



GREEN MONSTER CONSULTING

Rob Elliott
(401) 699-6352

Jon Martin
(401) 248-1519

Interview Questions

Residents on Bushkill Drive

Are you aware of any health cases or environmental concerns that could be the result of environmental pollution from the Easton Iron Metal and Reality site?

Do you have any knowledge of environmental liens of governmental notification relating to past violations?

Have you been informed of the existence of hazardous substances or petroleum products on the site?

Have you noticed the use of fill dirt, pits or ponds on the site?

Have you seen industrial drums on the site?

Do you remember the significant clean up of the site?

What details can you recall?

Can you recall why the site was cleaned?

Professor Ruggles

Are you familiar with the Easton Iron Metal and Reality site?

Are you aware of any health cases or environmental concerns that could be the result of environmental pollution from the Easton Iron Metal and Reality site?

Can you recall any significant changes to the site?

Do you remember the significant clean up of the site?

What details can you recall?

Can you recall why the site was cleaned?

EPA Employee

What are the details of, and reasons behind the NPDES permit that was issued to Easton Iron Metal and Reality?

Are you aware of the existence of any past environmental violations with respect to the site?

Are there any further permits or past concerns regarding to the Easton Iron Metal and Reality site?

**Easton Iron And Metal Realty Phase One Environmental Site Assessment
Jack Stein (Owner)**

What is the nature of your property?

Are the three sites which comprise your property used differently?

What does your company do?

What materials do you work with?

What is your process for disposal of hazardous substances or petroleum products (waste, tires, automotive batteries, etc.?)

Does the property discharge waste water?

Have you been informed of the existence of hazardous substances of petroleum products with respects to your property or adjacent sites?

Are you aware of the existence of any past environmental violations with respect to the site?

Are you aware of any other persons dumping on your site?

Has an environmental site assessment been completed on this site?

Are there any pending law suits relating to Easton Iron Metal and Realty?

Are there any concerns regarding the adjacent properties?

Employees

What was the nature of your employment or professional dealings with Easton Iron Metal and Realty?

Are you aware of any health cases or environmental concerns that could be the result of environmental pollution?

How would you describe the condition of the property (buildings and grounds)?

Does the property discharge waste water?

What is your process for disposal of hazardous substances or petroleum products (waste, tires, automotive batteries, etc.?)

Is there hydraulic equipment with records indicating the presence of PCB?

Have there been transformers or capacitors on site?

Appendix D.2: Interview with Town Councilman Roger Ruggles

Interview Sheet

Interviewer: Robert Elliott

Time Start/Stop: 12:00-12:10pm

Interviewee: Roger W. Ruggles

Date: 4-21-2001

Importance to the Search/ Relationship with company:
Councilman, Professional Engineer

Form of Communication: Telephone E-mail In Person Other: _____

Location of Interview:
Acopian Engineering Center, Lafayette College, Easton PA, 18042

Contact Information

Telephone: 610 330 5442
E-mail: rugglesr@lafayette.edu
Mailing Address:
111 Parsons St
Easton, PA 18042

Recorded(Yes/No)

Questions Asked:

1. *Are you familiar with the Easton Iron Metal and Reality site?*
2. *Are you aware of any health cases or environmental concerns that could be the result of environmental pollution from the Easton Iron Metal and Reality site?*
3. *Can you recall any significant changes to the site?*
4. *Do you know who applied the pressure to clean up the site?*

Responses/Details:

1. Yes, familiar with the site.
2. Although he did not know any concerns directly did know about people who were concerned about what was being dumped on the site and how it impacts the Bushkill Creek
3. He noted that the site was cleaned up significantly about 10 years ago. A significant amount of scrap was removed from the site, particularly the side abutting the stream, which, according to Roger Ruggles was covered completely. Additionally he mentioned that many old car bodies were removed.
4. He didn't know who applied the pressure to clean up this site, but noted that it could have been from the city or the DEP.

Appendix D.3: Interview with Professor David Brandes

Interview Sheet

Interviewer: Robert Elliott

Time Start/Stop: 11:50-12:00pm

Interviewee: David Brandes

Date: 4-21-2010

Importance to the Search/ Relationship with company:
Resident, Environmental and Civil Engineering Professor

Form of Communication: Telephone E-mail In Person Other: _____

Location of Interview:
Acopian Engineering Center, Lafayette College, Easton PA, 18042

Contact Information

Telephone: 610 330 5441
E-mail: brandesd@lafayette.edu
Mailing Address:
919 Porter St.
Easton, PA 18042

Recorded(Yes/No)

Questions Asked:

5. *Are you familiar with the Easton Iron Metal and Reality site?*
6. *Are you aware of any health cases or environmental concerns that could be the result of environmental pollution from the Easton Iron Metal and Reality site?*
7. *Can you recall any significant changes to the site?*

Responses/Details:

5. Yes, he is a long time resident and stops to look at the creek and the site occasionally.
6. He noted that material slides down into the creek occasionally, but that this concern is more pertinent to aquatic life. He also expressed a concern that contaminants may be produced by the old cars on site.
7. According to David Brandes the site was largely cleaned up over the past few (3 or so) years and that they removed large piles of junk.

Appendix E: Communication Logs

Appendix E.1:Phone Logs	186
Appendix E.2:Letters to DEP	188

Appendix E.1: Phone Logs

Phone Log

Date: March 22th, 2010

Caller (Interviewer):
Robert Elliott, Jon Martin

Person/Organization:
Department of Environmental Protection, Wilkes-Barre Office

Time: 4:09 pm

Duration: 2 minutes

Purpose:
- Called by the department.

Details:

- The files on the property contained only one document and there was no need collect the document at the office.
- Agreed that the department would copy and mail the document

Phone Log

Date: March 8th, 2010

Caller (Interviewer):
Robert Elliott, Jon Martin

Person/Organization:
Department of Environmental Protection, Wilkes-Barre Office

Time: 3:47 pm

Duration: 4 minutes

Purpose:

- To make an appointment to go to the offices and collect the files on Easton Iron and Metal Realty.

Details:

- The appointment was made for March 23rd.

Appendix E.2: Letters to DEP

Jon Martin
Lafayette College
Box # 9336
111 Quad Drive
Easton, PA 18042
Phone: (401) 248-1519

March 1, 2010

Department of Environmental Protection (DEP)
Records Management
2 Public Square
Wilkes-Barre, PA 18711-0790

Subject: Request to Review Files

Dear Sir/Madam,

I am an undergraduate student at Lafayette College in Easton, PA. The professor conducting this class (Dr. Arthur Kney) has contacted your office concerning a number of Phase 1 Environmental Site Assessments we are performing. My group is conducting an assessment for the three properties listed below:

Map/Block/Lot:	L9NE1 17 10 0310 L9NE1 23 1 0310 L9NE1 23 3 0310
Property Name:	Easton Iron and Metal Realty
Address:	1111-13 Bushkill Drive 1164 Bushkill Drive Bushkill Drive Easton, PA 18042
Mailing Address:	1100 Bushkill Drive Easton, PA 18042

A USGS Quadrangle Map showing the location in Easton (Northampton County) is attached for reference.

In general we are looking for permits, registrations, records of inspections, complaints, notice of violations, citation and penalties, and any other information available for this site. Included with this letter is a Request to Review Files form we have put together to help with the distribution to the different areas (water, air, waste management etc.).

Thank you very much for your efforts.

Sincerely,

Jon Martin

Jon Martin
Lafayette College
Box # 9336
111 Quad Drive
Easton, PA 18042
Phone: (401) 248-1519

March 1, 2010

Department of Environmental Protection (DEP)
Records Management
4530 Bath Pike
Bethlehem, PA 18017

Subject: Request to Review Files

Dear Sir/Madam,

I am an undergraduate student at Lafayette College in Easton, PA. The professor conducting this class (Dr. Arthur Kney) has contacted your office concerning a number of Phase 1 Environmental Site Assessments we are performing. My group is conducting an assessment for the three properties listed below:

Map/Block/Lot:	L9NE1 17 10 0310 L9NE1 23 1 0310 L9NE1 23 3 0310
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In general we are looking for permits, registrations, records of inspections, complaints, notice of violations, citation and penalties, and any other information available for this site. Included with this letter is a Request to Review Files form we have put together to help with the distribution to the different areas (water, air, waste management etc.).

Thank you very much for your efforts.

Sincerely,

Jon Martin

Appendix F: Toxicology List

Possible Chemical	Potential source	Toxicity Summary
Polychlorinated biphenyl (PCB) Aroclors	Transformers were identified in old easements next to the shed in Property 2.	Possible Carcinogenic. ¹ Possible to pass to infants if both are breast feeding. Skin, eye, and throat irritation. Liver disease. Possible death due to tumors. It has direct affect to the environment. PCBs are found in the ground, but volatize into the atmosphere allowing workers to inhale the toxin.
Gasoline	Cars, drums	If there high concentrations of gasoline in liquid form will irritate eyes and skin. In very high concentrations inhalation for a small amount of time can be lethal. If gasoline is in the ground water, ingestion can be lethal. Gasoline itself does not infiltrate easily. Gasoline usually volatizes before infiltrating, but degradations of the compound does infiltrate ground water.
Ethylene glycol	Antifreeze, solvent, brake fluid	Irritation to skin, eyes, and respiratory; Long term contact leads to neurological disorders; Lethal at high dose.
Diethylene glycol	Antifreeze, solvent, brake fluid	Irritation to skin, eyes, and respiratory; Long term contact leads to neurological disorders; Lethal at high dose.
Methanol	Antifreeze	Nausea, pain, dizziness, and weakness and at low doses; Loss of consciousness (range from coma to colonic seizures) at higher doses.
Heptanoic Acid	brake fluid	Skin and Eye irritant; can cause lung edema if ingested.
Trichlorofluoromethane	Cooling systems, fire extinguisher	Possible Carcinogen; Respiratory problems at low concentrations; Lethal at high dose.
Tetrafluoroethane	Cooling systems	Increased heart rate; reduction of lung capacity.
Lead	Car Battery, Radiator, Gasoline	Carcinogen; Possible neurotoxin.
Arsine	Car Battery	Liver and kidney damage; Anemia; Myocardial and pulmonary failure at high dose.
Sulfuric Acid	Car Battery	Carcinogen; Circulatory shock and renal failure can occur at high doses.
Nickel Hydride	Car Battery	Genetic damage and cancer
Aluminum	Scrap Metal	Alzheimer's and Parkinson's disease.
Chromium	Scrap Metal	
Cadmium	Rubber, Motor Oil, and Poly-Vinyl Plastics	High blood pressure, edema, arthritis, impotence, kidney stones and hair loss.
Cladosporium, Penicillium, Aspergillus and Alternaria	Mold	Allergic Reactions, immune system suppression, Skin rashes, respiratory irritation
Asbestos	Insulation	Lung Diseases, reduction in lung function
Radon	Naturally Occurring, Unlikley	Lung Cancer, fatigue, headaches, respiratory illnesses, allergies and rashes

¹ <http://toxnet.nlm.nih.gov/cgi-bin/sis/search/f?./temp/~Zn8dhJ:1>
Green Monster Incorporated 2010



Green Monster Consulting

111 Quad Drive
Easton, PA 18042
(401)-248-1519, greenmonster@fenway.com

DATE: May 10th, 2010

This is the cost of our services that were provided while conducting the Phase I Environmental Site Assessment of the Easton Iron and Metal Realty. If you have any further questions about the billing you are welcome to contact us at the listing above.

Service	Description	Hours	Hourly Wage	Total
Records Review	Time spent looking through the history of the property	40	\$25/hr/person	2000
Site Recon	Time during site recon	8	\$25/hr/person	400
Interviewing	Time spent during interviewing	4	\$25/hr/person	200
Compiling Report	Time spent writing and compiling report	45	\$25/hr/person	2250
			Total Amount	4850

THANK YOU FOR YOUR BUSINESS!

