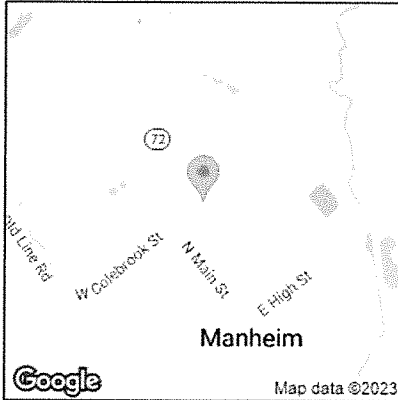


200 N Hazel St, Manheim, PA 17545-0

Manheim Boro

Tax ID 400-41185-0-0000

[Tax History](#)[Sale & Mortgage](#)[Flood Report](#)[Public Record Only-Property History](#)[Maps](#)    [View Comparable Properties](#) **Summary Information**

Owner: Inner Circle Funding Llc
 Owner Address: 1770 Oregon Pk
 Owner City State: LANCASTER PA
 Owner Zip+4: 17601
 No Mail(P): No
 Owner Carrier Rt: C009

Property Class: Vacant
 Annual Tax: \$4,955
 Record Date: 02/01/13
 Settle Date: 11/19/12
 Sale Amount: \$16,100
 Book: 0
 Page: 0
 Doc Num: 6054168
 Tax Record Updated: 05/18/23

Geographic Information

County: Lancaster, PA
 Municipality: Manheim Boro
 High Sch Dist: Manheim Central
 Elm Sch Dist: Manheim Central
 Tax ID: 400-41185-0-0000
 Tax ID Alt: 400-41185-0-0000

Mid Sch Dist: Manheim Central

Assessment & Tax Information

Tax Year:	2023	Annual Tax (Est):	\$4,955	Total Land Asmt:	\$209,400
County Tax:	\$609	Taxable Land Asmt:	\$209,400	Total Asmt:	\$209,400
Municipal Tax:	\$1,076			Taxable Total Asmt:	\$209,400
School Tax (Est):	\$3,269				
Asmt As Of:	2023				

Lot Characteristics

SQFT: 187,308
 Acres: 4.3000

Building Characteristics

Fireplace Total:	0	Family Room:	0	Gas:	Public
				Water:	Public
				Sewer:	Public

Codes & Descriptions

Land Use: 101 Vac: Residential

MLS History

The data on this report is compiled by BRIGHT from various public and private sources. The data on this is not a legal flood determination. Errors may exist in any field on this report, including owner's name, tax amounts, mortgage history, and property characteristics. Verify the accuracy of all data with the county or municipality.

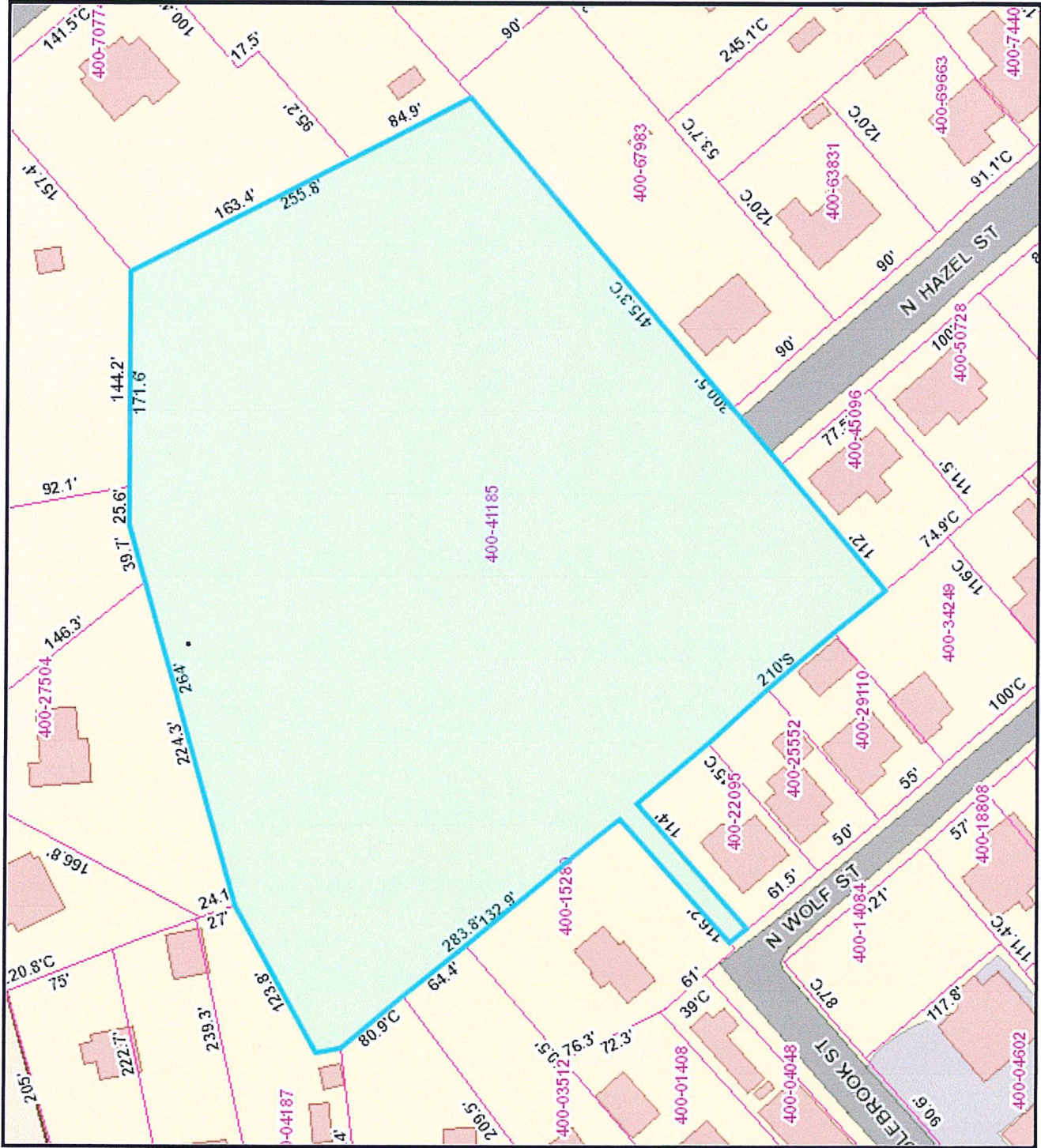
200 N. Hazel St. Manheim



LanCo View Map Features	
	Parcel Boundary
	School District Boundary
	Interstate
	US Route
	PA Route
	Minor Road
	Road Surface
	Parking Lot
	Drive
	10' Index Contour
	2' Intermediate Contour
	Stream
	Water Body
	Building
	Park
	Forested
	Agricultural
	Borough or City
	Township
	County Boundary
Flood Hazard Areas	
	X - 0.2% Annual Chance Flood Hazard
	A - 1% Annual Chance Flood Hazard
	AE - 1% Annual Chance Flood Hazard
	Floodway Areas in Zone AE



Scale 1:1,200 - 1 in = 100 ft
Date Created: 15-Dec-15 11:45 AM



Source: Lancaster County GIS, Copyright (c) 2014. This map is not to be used for reference or illustrative purposes only. This map is not a legally recorded plan, survey, or engineering schematic and it is not intended to be used as such. For complete disclaimer see: co.lancaster.pa.us/gis/disclaimer



April 5, 2016

Mr. Chad Hurst
Kingsway Realty
1770 Oregon Pike
Lancaster, PA 17601

Re: Approval of Environmental Covenant
Quibbles Quarry / Landfill
eFACTS PF # 622632
200 North Hazel Street, Manheim, PA
Manheim Borough, Lancaster County

Dear Mr. Hurst:

The Department of Environmental Protection (Department) has reviewed the enclosed Environmental Covenant (EC). The EC was submitted to the department in accordance with Title 25, Chapter 253 of the PA Code, Administration of the Uniform Environmental Covenants Act (UECA). UECA and accompanying regulations provide a standardized process for creating, documenting and assuring the enforceability of activity and use limitations on contaminated properties involving most engineering and institutional controls used to achieve Act 2 standards.

The department has approved the enclosed, signed EC. As stated in paragraph 9 of the EC, it is to be recorded within 30 days of this letter. In addition, notifications of recordation are to be sent to the department and other entities named in paragraph 9 within 90 days of this letter.

If you have questions regarding this correspondence, please contact the undersigned at 717.705.4866.

Sincerely,

A handwritten signature in black ink, appearing to read "Kathleen G. Horvath", written in a cursive style.

Kathleen G. Horvath, P.G.
Acting Program Manager
Environmental Cleanup and Brownfields Program

Enclosure: Two signed, original Environmental Covenants

cc: Manheim Borough

kgh

Environmental Covenant

When recorded, return to:
Chad Hurst, Kingsway Realty, 1770 Oregon Pike, Lancaster, PA 17601

The County Parcel Identification No. of the Property is: 400-4118500000
GRANTOR: Inner Circle Funding LLC
PROPERTY ADDRESS: 200 N. Hazel St., Manheim PA 17545

ENVIRONMENTAL COVENANT

This Environmental Covenant is executed pursuant to the Pennsylvania Uniform Environmental Covenants Act, Act No. 68 of 2007, 27 Pa. C.S. §§ 6501 – 6517 (UECA). This Environmental Covenant subjects the Property identified in Paragraph 1 to the activity and/or use limitations in this document. As indicated later in this document, this Environmental Covenant has been approved by the Pennsylvania Department of Environmental Protection (Department).

1. **Property affected.** The property affected (Property) by this Environmental Covenant is located in Manheim Borough, Lancaster County.

The postal street address of the Property is 200 N. Hazel St., Manheim PA 17545
The latitude and longitude of the center of the Property affected by this Environmental Covenant is 40.168984 -76.397725.
The Property has been known by the following name(s): Gibble's Quarry/Landfill
The DEP Site ID# is: 598057

A complete description of the Property is attached to this Environmental Covenant as Exhibit A. A map of the Property is attached to this Environmental Covenant as Exhibit B.

2. **Property Owner / GRANTOR / GRANTEE.** Inner Circle Funding LLC is the owner of the Property and the GRANTOR and GRANTEE of this Environmental Covenant.

3. The mailing address of the owner is 1770 Oregon Pike, Lancaster PA 17601.

4. **Description of Contamination & Remedy.** This 4.3 acre property was formerly a limestone quarry purchased by Mr. Rufus Gibble in 1946. Mr. Gibble used the 40 foot deep quarry located on the northern 2/3 of the property to dispose of municipal,

residual and hazardous waste from 1955 until 1984. In 1984 at the direction of the Pennsylvania Department of Environmental Resources Mr. Gibble stopped dumping waste and covered the area with vegetated soil.

Soil sampling in 1988 and in 2004 indicate contamination of the existing fill material with semi-volatile organic compounds (benzo(a)pyrene and benzo(a)fluoranthene), metals (lead and nickel) and asbestos. Groundwater sampling in 2004 from three onsite monitoring wells revealed no contaminants above the drinking water standards. The area is served by the Manheim Water Authority with the nearest private well approx. ½ mile north of the site. In 2005 additional topsoil and storm water contouring was added. The outline of the quarry/landfill area in Exhibit B is approximate, and was obtained from the February 2006 *Remedial Action Completion Report for the Former Gibble's Quarry* and from historical photos.

5. **Activity & Use Limitations.** The Property is subject to the following activity and use limitations, which the then current owner of the Property, and its tenants, agents, employees and other persons under its control, shall abide by:

- a. Groundwater cannot be used for any purpose. However, closed loop geothermal wells are allowed as long as drilling wastes are properly handled and disposed of.
- b. At least two feet of vegetated, clean topsoil must be maintained over the former quarry/landfill. Surface contours must prevent erosion.
- c. If excavation or re-grading over the former quarry/landfill disturbs any buried waste it must be properly handled and disposed of. The disturbed area must then be capped with an impervious blacktop/concrete surface or at least two feet of clean, vegetated topsoil.
- d. Before any habitable structure(s) can be built on the property, vapor intrusion risks must be evaluated and/or vapor mitigation must be incorporated into the design of the structure(s).

6. **Notice of Limitations in Future Conveyances.** Each instrument hereafter conveying any interest in the Property subject to this Environmental Covenant shall contain a notice of the activity and use limitations set forth in this Environmental Covenant and shall provide the recorded location of this Environmental Covenant.

7. **Compliance Reporting.** After written request by the Department or the U.S. Environmental Protection Agency (EPA), the then current owner of the Property shall submit to the Department or EPA written documentation stating whether or not the activity and use limitations in this Environmental Covenant are being abided by. In addition, within 21 days after a) written request by DEP or EPA, b) transfer of title of the Property or of any part of the Property affected by this Environmental Covenant, c) noncompliance with paragraph 5 (Activity and Use Limitations), d) an application for a

permit or other approval for any building or site work that could affect contamination on any part of the Property, the then current owner will send a report to the DEP and the EPA. The report will state whether or not there is compliance with paragraph 5. If there is noncompliance, the report will state the actions that will be taken to assure compliance.

8. **Access by the Department and US EPA.** In addition to any rights already possessed by the Department or EPA, this Environmental Covenant grants to the Department and EPA a right of reasonable access of the Property in connection with implementation or enforcement of this Environmental Covenant.

9. **Recording & Proof & Notification.** Within 30 days after the date of the Department's approval of this Environmental Covenant, Inner Circle Funding LLC shall file this Environmental Covenant with the Recorder of Deeds for Lancaster County and send a file-stamped copy of this Environmental Covenant to the Department within 60 days of recording. Within that time period, the Inner Circle Funding LLC also shall send a file-stamped copy to Manheim Borough, Lancaster County, and the EPA.

10. **Termination or Modification.**

(a) This Environmental Covenant may only be terminated or modified in accordance with 27 Pa. C.S. §§ 6509 or 6510, or in accordance with this paragraph.

(b) This Environmental Covenant may be amended or terminated as to any portion of the Property that is acquired for use as state highway right-of-way by the Commonwealth provided that: (1) the Department waives the requirements for an environmental covenant and for conversion pursuant to 27 Pa. C.S. §6517 to the same extent that this Environmental Covenant is amended or terminated; (2) the Department determines that termination or modification of this Environmental Covenant will not adversely affect human health or the environment; and (3) the Department provides 30-days advance written notice to the current property owner, each holder, and, as practicable, each person that originally signed the Environmental Covenant or successors in interest to such persons.

11. **EPA.**

(a) **Notification.** The then current owner shall provide the EPA written notice of:

(1) the pendency of any proceeding that could lead to a foreclosure as referred to in 27 Pa. C.S. § 6509(a)(4), within seven calendar days of the owner's receiving notice of the pendency of such proceeding;

- (2) any judicial action referred to in 27 Pa. C.S. § 6509(a)(5), within seven calendar days of the owner's receiving notice of such judicial action;
- (3) any judicial action referred to in 27 Pa. C.S. § 6509(b), within seven calendar days of the owner's receiving notice of such judicial action; and
- (4) termination or amendment of this Environmental Covenant pursuant to 27 Pa. C.S. § 6510, within seven calendar days of the owner's becoming aware of such termination or amendment.

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

12. **Department's and EPA's address**. Communications with the Department and the EPA regarding this Environmental Covenant shall be sent to:

Environmental Cleanup and Brownfields Program Manager
 PA DEP Southcentral Regional Office
 909 Elmerton Ave.
 Harrisburg, PA 17110-8200

Justin Bleiler
 Site Assessment Manager, HSCD
 Environmental Protection Agency, Region 3
 1650 Arch St., 3HS12
 Philadelphia, PA 19103

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

ACKNOWLEDGMENTS by Owner(s)/Grantor(s) in the following form:

Date: _____
 By: Bob Eby
 Name: [Signature]
 Title: Owner

Date: _____
 By: Chad Hurst
 Name: [Signature]
 Title: Owner

APPROVED, by Commonwealth of Pennsylvania,
Department of Environmental Protection

Date: 4-5-16

By: Kathleen Horvath

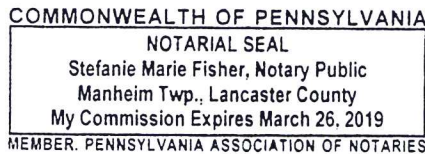
Name: Kathleen Horvath
Environmental Cleanup and Brownfields Prog. Manager
^
Acting

COMMONWEALTH OF PENNSYLVANIA)[other state, if executed outside PA]

COUNTY OF Lancaster)
) SS:

On this 18th day of February, 2016, before me, the undersigned officer, personally appeared Robert H. Eby [Owner, Grantor] who acknowledged himself/herself to be the person whose name is subscribed to this Environmental Covenant, and acknowledged that s/he executed same for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal.



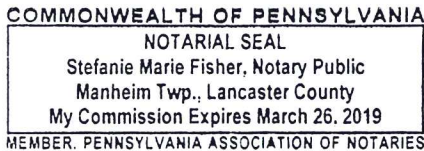
[Signature]
Notary Public

COMMONWEALTH OF PENNSYLVANIA)[other state, if executed outside PA]

COUNTY OF Lancaster)
) SS:

On this 18th day of February, 2016, before me, the undersigned officer, personally appeared Chad Hurst [Owner, Grantor] who acknowledged himself/herself to be the person whose name is subscribed to this Environmental Covenant, and acknowledged that s/he executed same for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal.



[Signature]
Notary Public

[REPEAT AS NECESSARY]

COMMONWEALTH OF PENNSYLVANIA)

COUNTY OF Dauphin)
) SS:

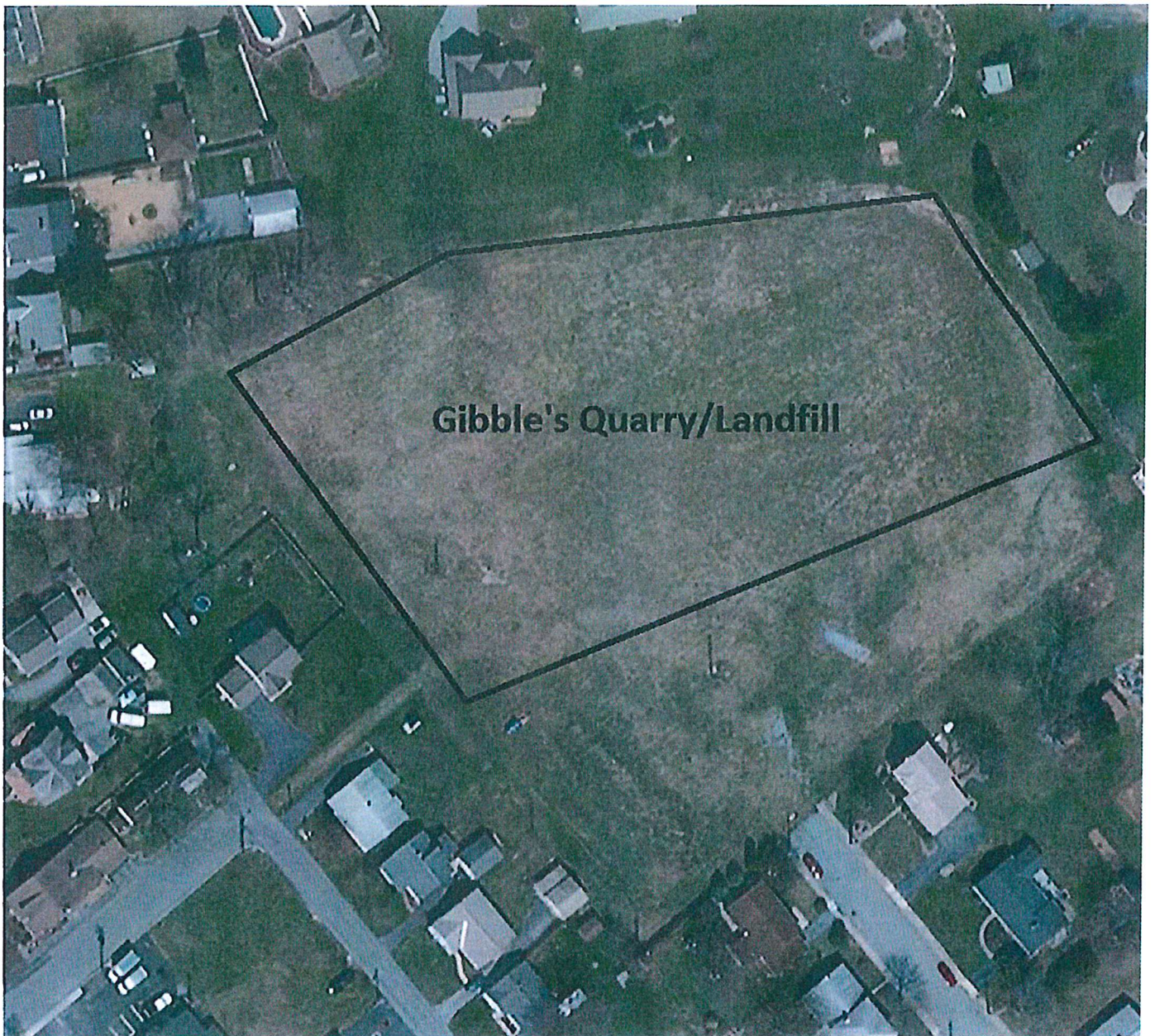
On this 5th day of April, 2016 before me, the undersigned officer, personally appeared Kathleen Horvath ^{Noting}, who acknowledged ~~himself/~~ herself to be the Environmental Cleanup and Brownfields Program Manager of the Commonwealth of Pennsylvania, Department of Environmental Protection, Southcentral Regional Office, whose name is subscribed to this Environmental Covenant, and acknowledged that s/he executed same for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal.

Sally A Bomberger
Notary Public

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Sally A. Bomberger, Notary Public
Susquehanna Twp., Dauphin County
My Commission Expires Dec. 3, 2016
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES





Environmental Covenant - Exhibit B
Outline of Quarry/Landfill is approximate