

When recorded, return to:
Brooks and Blair Waterfront Properties, L.P.
310 Seven Fields Blvd., Suite 350
Seven Fields, PA 16046

ENVIRONMENTAL COVENANT

The County Parcel Identification Nos. of the Property are:

0364-A-00034-0000-00, 0364-A-00032-0000-00, 0364-A-00030-0000-00, 0364-A-00036-0000-00
0364-A-00028-0000-00, 0364-A-00048-0000-00, 0364-A-00026-0000-00, 0364-A-00024-0000-00,
0364-A-00050-0000-00, 0364-A-00022-0000-00, 0364-A-00052-0000-00, 0364-A-00020-0000-00,
0364-A-00054-0000-00, 0364-A-00018-0000-00, 0364-A-00056-0000-00, 0364-B-00024-0000-00,
0364-A-00058-0000-00, 0364-B-00022-0000-00, 0364-A-00060-0000-00, 0364-B-00020-0000-00,
0364-A-00062-0000-00, 0364-B-00018-0000-00, 0364-B-00032-0000-00, 0364-B-00016-0000-00,
0363-P-00020-0000-00, 0364-B-00014-0000-00, 0363-P-00018-0000-00, 0364-B-00012-0000-00,
0363-P-00016-0000-00, 0363-P-00024-0000-00, 0363-P-00014-0000-00, 0363-P-00012-0000-00,
0364-A-00016-0000-00, 0364-A-00014-0000-00, 0364-A-00038-0000-00, 0364-A-00010-0000-00,
0364-B-00030-0000-00, 0364-B-00028-0000-00, 0364-B-00026-0000-00, 0363-P-00022-0000-00,
0364-A-00040-0000-00, 0364-A-00042-0000-00, 0364-A-00044-0000-00, 0364-A-00046-0000-00,
0364-A-00064-0000-00, 0364-A-00068-0000-00, 0364-A-00012-0000-00, 0363-P-00326-0000-00

GRANTOR: Brooks and Blair Waterfront Properties, L.P.

PROPERTY ADDRESSES: 1, 2, 3, 4, 5, 6, 7, 8, 9 10, 11, 12, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 39 Allegheny Ave and 1, 3, 5, 7, 9, 11, 15 GREENWOOD ST and off street southern and central portions only of Parcel "A-R" (0363-P-00022-0000-00), "Parcel "B" Central Park Area (0364-A-00064-0000-00), "Parcel "D" building lot (0364-A-00068-0000-00), Street Rights-of-Way (0363-P-00326-0000-00) , Oakmont, PA 15139

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 properties affected (Property) by this Environmental Covenant are located in the Borough of Oakmont in Allegheny County, Pennsylvania.

The postal street address of each parcel of the Property is: 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 39 ALLEGHENY Avenue and 1, 3, 5, 7, 9, 11, 15 GREENWOOD Street, Oakmont, PA 15139

The latitude and longitude of the center of the Property affected by this Environmental Covenant is 40.5101 N, -79.8463W

The Property has been known by the following name(s): Edgewater Steel, Parcel A; Oakmont Riverfront Community (both of these refer to a 23 acre parcel of which the Property was a part); Phase I Residences of Initial Phase of Development, Rivers Edge at Oakmont (The Phase I Residences is the larger portion of the 15.5 acre Initial Phase of Development)

The Primary Facility ID# is: 677889

The Land Recycling Program (LRP) ID# is: 5-2-832-19127

A complete description of the Property is attached to this Environmental Covenant as Exhibit A. A list of the Boundary Coordinates for Phase 1 Residences of Initial Phase of Development is attached as Exhibit B in three tables: Table 1 Property Boundary (outer Property boundary subject to this Environmental Covenant); Table 2 Main Capped Area; Table 3 Main Capped Area. A map of the Property is attached to this Environmental Covenant as Exhibit C (the Property is outlined in black by the bold line on Exhibit C). The area north of the Phase 1 Residences, cross-hatched and labelled in Exhibit C as "Northern Portion of Parcel 363-P-22 Area to be Capped in Future" is the portion of Parcel 363-P-22 that is not subject to this Covenant.

2. **Property Owner/GRANTOR/GRANTEE.** Brooks and Blair Waterfront Properties, L.P. is the owner of the Property and the GRANTOR AND GRANTEE of this Environmental Covenant. Brooks & Blair Homes-Oakmont, LLC is the general partner of the Grantor.

3. **The mailing address of the owner is:** 310 Seven Fields Boulevard, Suite 350, Seven Fields, PA 16046.

4. **Description of Contamination & Remedy.** The Property was formerly part of a steel making operation. Together with adjoining land also owned by the Grantee, the Property was previously subject to environmental investigations that included advancement and sampling of 27 borings, and completion and sampling of 4 monitoring wells along with redevelopment and sampling of a 5th, pre-existing monitoring well. Samples of surficial solids were also collected. A full discussion of the previous uses of the Property along with details of the exploration, sampling, and testing are presented in the 2007 Remedial Investigation Report (RIR Oakmont Riverfront Community) that is on file with the Department.

These investigations concluded that solid by-products, such as slag and associated materials (classified as residual waste), are present in the subsurface of the northern portion of the site and that some of these materials contain metals (arsenic, cadmium, lead, and iron) in concentrations that exceed the Pennsylvania Statewide Health Standard for direct contact at residential sites. Analyses of groundwater samples indicated the presence of aluminum, iron, and manganese above the Pennsylvania Standard for Used Aquifers.

A protective cap, consisting of buildings, pavement, or a witness barrier overlain by two or more feet of uncompacted soil, qualifying as clean fill in accordance with Department policy, has been placed over the northern portion of the Property and a small strip in the eastern side of the Property to prevent inadvertent contact with the industrial materials. The locations of the cap are described in Tables 2 and 3 of Exhibit B and are shown on Exhibit C. A Cap Management Plan, which sets forth observation and repair procedures, as necessary, for the protective cap, and the Environmental Management Plan which includes procedures, including soil management, testing, and disposition, to be followed if excavation beneath the cap is required, are contained in the 2015 Final Report submitted to the Department.

The June 2015 Final Report and February 2016 Final Report Addendum was submitted to Department and approved on March 3, 2016 as it demonstrated attainment of the Site Specific standard.

The administrative file, detailing the characterization and remedial actions undertaken with respect to the Property, is maintained by the Department in the Department's Southwest Regional Office, 400 Waterfront Drive, Pittsburgh, Pennsylvania 15222 under LRP# 5-2-832-19127 and is available for inspection at that location in accordance with the Department's or its successor agency's document retention and public access policies.

5. **Activity and 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:

- No occupied subgrade spaces, such as basements, are allowed on the Property.
- The consumptive use (drinking or vegetable garden watering) of groundwater from the Property is prohibited.
- The Protective Cap shall be maintained as per the Cap Management Plan and Environmental Management Plan described above.
- A Soils Management Plan and a Health and Safety Plan shall be required prior to excavation within the main capped and western capped areas within the Property (as described on Tables 2 and 3 of Exhibit B and shown on Exhibit C). Any damage to the witness barrier during such excavation shall be repaired or the witness barrier shall be replaced.

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 the then current owner of the Property shall submit, to the Department, written documentation stating whether or not the activity and use limitations in this Environmental Covenant are being abided by. In addition, within 1 month after any of the following events, the then current owner of the Property shall submit, to the Department, written documentation of noncompliance with the activity and use limitations in this Environmental Covenant; transfer of the Property; changes in use of the Property; or filing of applications for building permits for the Property and any proposals for any site work, if the building or proposed site work will affect the contamination on the Property subject to this Environmental Covenant.

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

9. **Recording and Proof and Notification.** Within 30 days after the date of the Department's approval of this Environmental Covenant, the Grantor, Brooks and Blair Waterfront Properties, L.P. shall file this Environmental Covenant with the Recorder of Deeds for each County in which the Property is located, and send a file-stamped copy of this

Environmental Covenant to the Department within 60 days of recording. Within that time period, the Grantor, Brooks and Blair Waterfront Properties, L.P. also shall send a file-stamped copy to each of the following: Borough of Oakmont and Allegheny County.

10. **Termination or Modification.**

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

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

(c) This Environmental Covenant shall terminate upon attainment, in accordance with 35 P.S. §§ 6026.101 – 6026.908, with an unrestricted use remediation standard for the above-described contamination at the Property. The Department must approve, in writing, of such termination.

(d) In accordance with 27 Pa. C.S. § 6510(a)(3)(i), Grantor hereby waives the right to consent to any amendment or termination of the Environmental Covenant by consent; it being intended that any amendment to or termination of this Environmental Covenant by consent in accordance with this Paragraph requires only the following signatures on the instrument amending or terminating this Environmental Covenant: (i) the Holder at the time of such amendment or termination; (ii) the then current owner of the Property and (iii) the Department.

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

Environmental Cleanup & Brownfields Program Manager
Southwest Regional Office
Department of Environmental Protection
400 Waterfront Drive, Pittsburgh, PA 15222

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.

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ACKNOWLEDGEMENTS by Owner in the following form:

WITNESS the due execution hereof, this 31st day of MAY, 2016.

WITNESS:

Ana Avondo

GRANTOR, GRANTEE: BROOKS AND
BLAIR WATERFRONT PROPERTIES,
L.P.

BY: BROOKS AND BLAIR HOMES –
OAKMONT, LLC, its general partner

By: *[Signature]*

Name: Daniel J. Mancosh

Title: Manager

APPROVED, by Commonwealth of
Pennsylvania, Department of Environmental
Protection

Date: *6/2/16*

By: *[Signature]*

Name: *Zachary [Signature]*

Title: *ECB Manager*

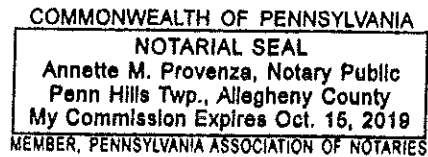
COMMONWEALTH OF PENNSYLVANIA)
) SS:
COUNTY OF ALLEGHENY Butler)

On this 31st day of May, 2016, before me, a Notary Public, the undersigned officer, personally appeared Daniel J. Mancosh who acknowledged himself to be the Manager of Brooks and Blair Homes – Oakmont, LLC, a Pennsylvania limited liability company, the general partner of Brooks and Blair Waterfront Properties, L.P., and that he as such Manager, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

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

Annette M. Provenza
Notary Public

MY COMMISSION EXPIRES: 10/15/19



COMMONWEALTH OF PENNSYLVANIA)
) SS:
COUNTY OF ALLEGHENY)

On this 2nd day of JUNE, 2016, before me, the undersigned officer, personally appeared David E. Eberle, who acknowledged himself to be the Environmental Cleanup & Brownfields Program Manager of the Commonwealth of Pennsylvania, Department of Environmental Protection, Southwest Regional Office, whose name is subscribed to this Environmental Covenant, and acknowledged that he/she executed same for the purposes therein contained.

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

Flora E. Tomlin
Notary Public

MY COMMISSION EXPIRES:

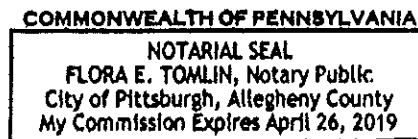


EXHIBIT A

Property Description

Lots 101, 103 through 118, 301 through 320, 401 through 407, Parcel "B", Parcel "D" and part of Parcel "A-R", Allegheny Avenue, First Street, Greenwood Street, Second Street, Third Way and Park Place Way as shown on The Rivers Edge of Oakmont Revision No. 2 subdivision as recorded in the Department of Real Estate of Allegheny County, Pennsylvania, in Plan Book Volume 281, Page 70.

County Parcel ID Number	Street Address
0364-A-00038-0000-00	1 ALLEGHENY AVE
0364-A-00036-0000-00	2 ALLEGHENY AVE
0364-A-00040-0000-00	3 ALLEGHENY AVE
0364-A-00034-0000-00	4 ALLEGHENY AVE
0364-A-00042-0000-00	5 ALLEGHENY AVE
0364-A-00032-0000-00	6 ALLEGHENY AVE
0364-A-00044-0000-00	7 ALLEGHENY AVE
0364-A-00030-0000-00	8 ALLEGHENY AVE
0364-A-00046-0000-00	9 ALLEGHENY AVE
0364-A-00028-0000-00	10 ALLEGHENY AVE
0364-A-00048-0000-00	11 ALLEGHENY AVE
0364-A-00026-0000-00	12 ALLEGHENY AVE
0364-A-00024-0000-00	14 ALLEGHENY AVE
0364-A-00050-0000-00	15 ALLEGHENY AVE
0364-A-00022-0000-00	16 ALLEGHENY AVE
0364-A-00052-0000-00	17 ALLEGHENY AVE
0364-A-00020-0000-00	18 ALLEGHENY AVE
0364-A-00054-0000-00	19 ALLEGHENY AVE
0364-A-00018-0000-00	20 ALLEGHENY AVE
0364-A-00056-0000-00	21 ALLEGHENY AVE
0364-B-00024-0000-00	22 ALLEGHENY AVE
0364-A-00058-0000-00	23 ALLEGHENY AVE
0364-B-00022-0000-00	24 ALLEGHENY AVE
0364-A-00060-0000-00	25 ALLEGHENY AVE
0364-B-00020-0000-00	26 ALLEGHENY AVE
0364-A-00062-0000-00	27 ALLEGHENY AVE
0364-B-00018-0000-00	28 ALLEGHENY AVE
0364-B-00032-0000-00	29 ALLEGHENY AVE
0364-B-00016-0000-00	30 ALLEGHENY AVE
0363-P-00020-0000-00	31 ALLEGHENY AVE
0364-B-00014-0000-00	32 ALLEGHENY AVE
0363-P-00018-0000-00	33 ALLEGHENY AVE
0364-B-00012-0000-00	34 ALLEGHENY AVE
0363-P-00016-0000-00	35 ALLEGHENY AVE
0363-P-00024-0000-00	36 ALLEGHENY AVE
0363-P-00014-0000-00	37 ALLEGHENY AVE
0363-P-00012-0000-00	39 ALLEGHENY AVE
0364-A-00016-0000-00	1 GREENWOOD ST
0364-A-00014-0000-00	3 GREENWOOD ST
0364-A-00012-0000-00	5 GREENWOOD ST
0364-A-00010-0000-00	7 GREENWOOD ST
0364-B-00030-0000-00	9 GREENWOOD ST
0364-B-00028-0000-00	11 GREENWOOD ST

0364-B-00026-0000-00	15 GREENWOOD ST
0363-P-00022-0000-00	Off street, south and central portions only, as described in Exhibit B and shown in Exhibit C.
0364-A-00068-0000-00	Building Lot located on the western side of First Street adjacent to Central Triangular Park Area
0364-A-00064-0000-00	Central Triangular Park Area
0363-P-00326-0000-00	Street Rights-of-Way: Allegheny Ave, Greenwood St, First Street, Second Street, Third Street, Park Place Way, Third Way

EXHIBIT B

Table 1
Boundary Coordinates in Decimal Degrees, WGS 1984
Property Boundary
Phase I Residences of Initial Phase of Development

Label	Latitude (N)	Longitude (W)
1	40.511931	-79.843798
2	40.511903	-79.843801
3	40.511572	-79.844015
4	40.51168	-79.844003
5	40.511698	-79.844043
6	40.511459	-79.844213
7	40.511421	-79.844119
8	40.510362	-79.844866
9	40.508912	-79.845893
10	40.508915	-79.845845
11	40.508166	-79.846808
12	40.508121	-79.846864
13	40.50817	-79.847005
14	40.508016	-79.84734
15	40.507829	-79.847541
16	40.507977	-79.847577
17	40.508449	-79.847526
18	40.508768	-79.847595
19	40.509236	-79.847617
20	40.50975	-79.84773
21	40.51016	-79.84777
22	40.511423	-79.84812
23	40.511555	-79.847467
24	40.510972	-79.847254
25	40.510756	-79.847294
26	40.510773	-79.84695
27	40.510777	-79.846892
28	40.510787	-79.846835
29	40.510801	-79.846779
30	40.510821	-79.846724
31	40.510845	-79.846672
32	40.510874	-79.846622
33	40.511457	-79.845707
34	40.511481	-79.845669

Label	Latitude (N)	Longitude (W)
35	40.511501	-79.845629
36	40.511544	-79.845534
37	40.51157	-79.845473
38	40.51159	-79.84541
39	40.511632	-79.845257
40	40.511671	-79.84528
41	40.511714	-79.845298
42	40.511758	-79.845309
43	40.511804	-79.845315
44	40.51185	-79.845315
45	40.511896	-79.845309
46	40.512301	-79.845246
47	40.51229	-79.845082
48	40.511884	-79.845144
49	40.51184	-79.845147
50	40.511795	-79.845144
51	40.511752	-79.845135
52	40.51171	-79.845119
53	40.511671	-79.845097
54	40.511636	-79.845071
55	40.511605	-79.845039
56	40.511469	-79.844895
57	40.511855	-79.844099
58	40.511866	-79.844073
59	40.511881	-79.844049
60	40.511899	-79.844028
61	40.511921	-79.844009
62	40.511944	-79.843993
63	40.511942	-79.843956

Table 2
Boundary Coordinates, WGS 1984
Main Capped Area
Phase 1 Residences of Initial Phase of Development

Label	Latitude (N)	Longitude (W)
A	40.51163	-79.844091
6	40.511459	-79.844213
B	40.511155	-79.84467
C	40.511172	-79.845343
D	40.511005	-79.846285
E	40.51101	-79.846407
33	40.511457	-79.845707
34	40.511481	-79.845669
35	40.511501	-79.845629
36	40.511544	-79.845534
37	40.51157	-79.845473
38	40.51159	-79.84541
39	40.511632	-79.845257
53	40.511671	-79.845097
54	40.511636	-79.845071
55	40.511605	-79.845039
56	40.511469	-79.844895
F	40.511797	-79.844217

Table 3
Boundary Coordinates, WGS 1984
Western Capped Area
Phase 1 Residences of Initial Phase of Development

Label	Latitude (N)	Longitude (W)
G	40.510635	-79.847502
H	40.510636	-79.847458
I	40.510615	-79.847376
J	40.509903	-79.847162
K	40.50988	-79.847198
L	40.509868	-79.847264
M	40.509889	-79.847346
N	40.510573	-79.847552

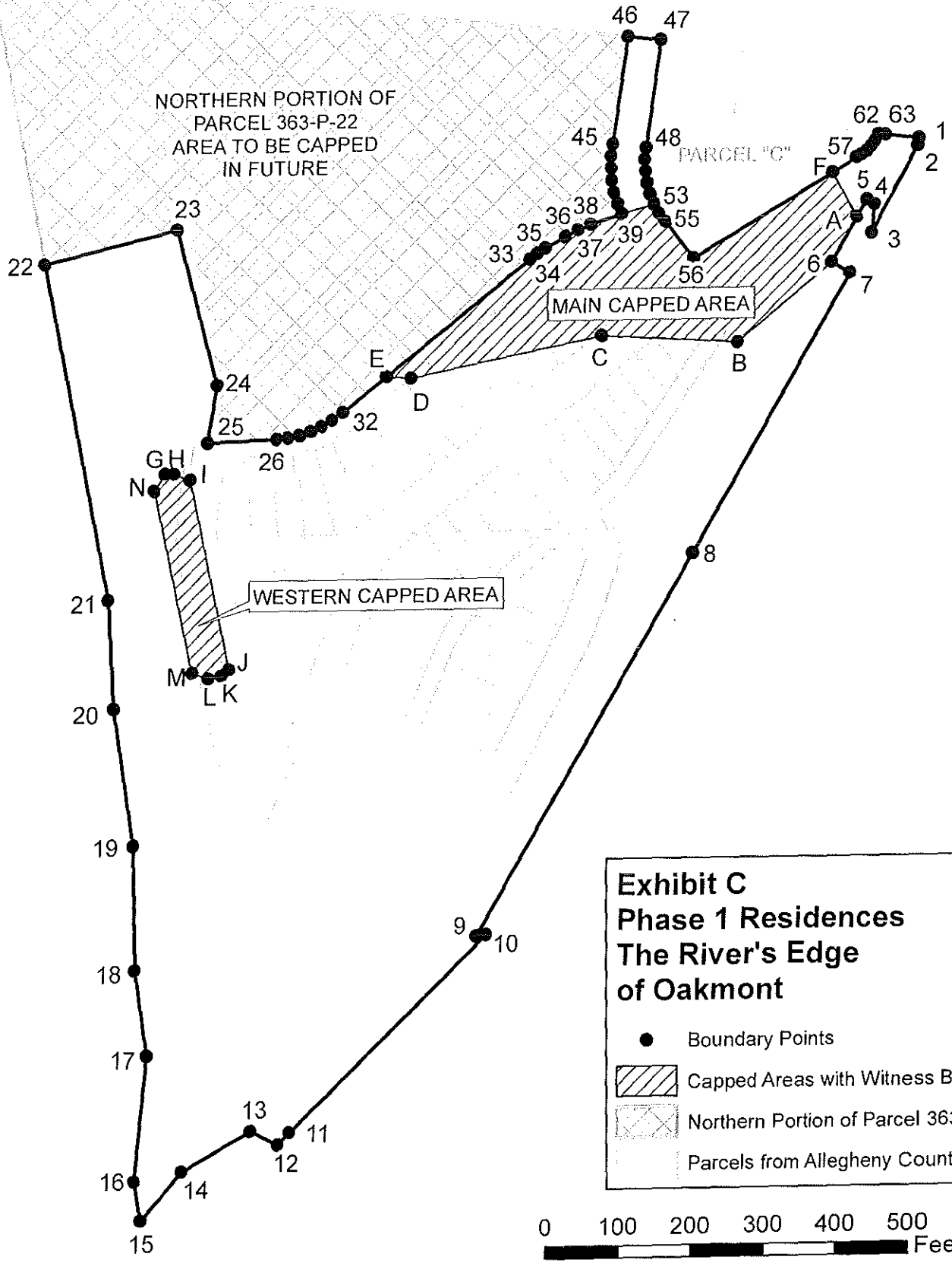
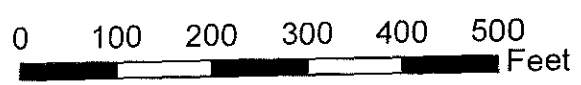


Exhibit C
Phase 1 Residences
The River's Edge
of Oakmont

- Boundary Points
- ▨ Capped Areas with Witness Barrier
- ▤ Northern Portion of Parcel 363-P-22
- ▦ Parcels from Allegheny County GIS



May 6, 2016
#99-45037-16

LEGAL DESCRIPTION
COVENANT AREA

All that certain piece or parcel of land situate in the Borough of Oakmont, Allegheny County and Commonwealth of Pennsylvania being more particularly described to wit:

BEGINNING at a point at the easterly line of Allegheny Avenue (55 foot right-of-way) and the extension of northern line of Parcel "C" in The River's Edge of Oakmont Revision No. 1 as recorded in the Department of Real Estate Office, County of Allegheny and Commonwealth of Pennsylvania in Plan Book Volume 280 Page 171, thence along said easterly line S 5°08'20"W for a distance of 0.92 feet to a point, thence along the same by an arc of a circle curving to the right having a radius of 147.50 feet for an arc length of 95.71 feet (chord 94.04 feet with a bearing of S 39°02'25"W) to a point, thence along the same S 57°37'47"W for a distance of 14.67 feet to a point, thence along the line of Parcel "A-R" as recorded in The River's Edge of Oakmont Revision No. 2 as recorded in the Department of Real Estate Office, County of Allegheny and Commonwealth of Pennsylvania in Plan Book Volume 281 Page 70 the next fifteen (15) courses and distances,

- 1.) S 27°11'10"W for a distance of 100.00 feet to a point,
- 2.) S 62°48'50"E for a distance of 30.00 feet to a point,
- 3.) S 27°11'10"W for a distance of 1024.04 feet to a point,
- 4.) N 84°47'00"E for a distance of 13.22 feet to a point,
- 5.) S 43°26'20"W for a distance of 397.24 feet to a point,
- 6.) N 65°46'30"W for a distance of 43.25 feet to a point,
- 7.) S 58°32'00"W for a distance of 106.39 feet to a point,
- 8.) S 37°39'00"W for a distance of 86.00 feet to a point,
- 9.) N 11°50'00"W for a distance of 55.00 feet to a point,
- 10.) N 03°02'30"E for a distance of 172.00 feet to a point,
- 11.) N 11°16'00"W for a distance of 118.18 feet to a point,

- 12.) N 03°48'00"W for a distance of 170.18 feet to a point,
- 13.) N 11°07'00"W for a distance of 190.46 feet to a point,
- 14.) N 05°46'00"W for a distance of 150.00 feet to a point,
- 15.) N 13°28'30"W for a distance of 477.54 feet to a point,

thence through said Parcel "A-R" the next three (3) courses and distances,

- 1.) N 76°31'30"E for a distance of 194.86 feet to a point,
- 2.) S 13°28'32"E for a distance of 133.79 feet to a point,
- 3.) S 04°47'45"E for a distance of 164.67 feet to a point,

thence along the northerly line of Park Place Way (24 foot right-of-way) the next seven (7) courses and distances,

- 1.) N 86°20'45"E for a distance of 96.94 feet to a point,
- 2.) by an arc of a circle curving to the left having a radius of 153.00 feet for an arc length of 98.58 feet (chord 96.88 feet with a bearing of N 67°53'15"E) to a point,
- 3.) N 49°25'45"E for a distance of 325.72 feet to a point,
- 4.) by an arc of a circle curving to the right having a radius of 177.00 feet for an arc length of 26.78 feet (chord 26.75 feet with a bearing of N 53°45'47"E) to a point,
- 5.) N 58°05'49"E for a distance of 30.20 feet to a point,
- 6.) by an arc of a circle curving to the right having a radius of 177.00 feet for an arc length of 37.73 feet (chord 37.66 with a bearing of N 64°12'12"E) to a point,
- 7.) N 70°18'36"E for a distance of 44.72 feet to a point,

thence along the right of way line of Third Street (46 foot right of way) the next six (6) courses and distances,

- 1.) by an arc of a circle curving to the right having a radius of 184.50 feet for an arc length of 98.65 feet (chord 97.48 with a bearing of N 10°09'53"W) to a point,
- 2.) N 05°09'10"E for a distance of 147.82 feet to a point,
- 3.) S 85°09'02"E for a distance of 46.00 feet to a point,

- 4.) S $05^{\circ}09'10''$ W for a distance of 148.06 feet to a point,
- 5.) by an arc of a circle curving to the left having a radius of 138.50 feet for an arc length of 108.90 feet (chord 106.12 feet with a bearing of S $17^{\circ}22'21''$ E) to a point,
- 6.) S $39^{\circ}53'52''$ E a distance of 64.09 feet to a point, thence along the northerly line of Allegheny Avenue (55 foot right-of-way) N $57^{\circ}37'47''$ E for a distance of 259.39 feet to a point, thence by an arc of a circle curving to the left having a radius of 92.50 feet for an arc distance of 45.23 feet (chord 44.78 feet with a bearing of N $43^{\circ}37'19''$ E) to a point, thence crossing Allegheny Avenue S $85^{\circ}09'02''$ E for a distance of 58.08 feet to a point, being the place of beginning.

Containing 792,541.77 square feet or 18.19 acres.



60 2016 00016740

Allegheny County
Jerry Tyskiewicz
Department of Real Estate
Pittsburgh, PA 15219

FILE

Instrument Number: 2016-16740

BK-DE VL-16413 PG-486

Recorded On: June 07, 2016

As-Deed Agreement

Parties: BROOKS & BLAIR WATERFRONT PROPERTIES L P

To PENNSYLVANIA COMWTH BY DEP ENVRMTL PROTECTION

of Pages: 16

Comment: ENVIRONMENTAL COVENANT

***** THIS IS NOT A BILL *****

Deed Agreement	162.00
	0
	0
Total:	162.00

Realty Transfer Stamp

Department of Real Estate Stamp

Affidavit Attached-No	
NOT A DEED OF TRANSFER	EXEMPT
Value	0.00

Certified On/By-> 06-07-2016 / Scott Stickman
NOT A DEED OF TRANSFER

I hereby certify that the within and foregoing was recorded in the Department of Real Estate in Allegheny County, PA

****DO NOT REMOVE-THIS PAGE IS PART OF THE RECORDED DOCUMENT****

File Information:

Record and Return To:

Document Number: 2016-16740
 Receipt Number: 3086528
 Recorded Date/Time: June 07, 2016 01:26:45P
 Book-Vol/Pg: BK-DE VL-16413 PG-486
 User / Station: B Gibbs - Cash Super 12

BROOKS & BLAIR WATERFRONT PROPERTIES L P
 310 SEVEN FIELDS BLVD STE 350
 SEVEN FIELDS PA 16046



Jerry Tyskiewicz
 Jerry Tyskiewicz, Director
 Rich Fitzgerald, County Executive