

**GRANTOR: National Forge Company**  
**PROPERTY ADDRESS: One Front Street, Irvine, PA 16329**

## **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 Brokenstraw Township, Warren County.

The postal street address of the Property is: One Front Street, Irvine, PA 16329.

The County Parcel Identification No. of the Property is: part of Tax Parcel YV-6-868.

The latitude and longitude of the center of the Property affected by this Environmental Covenant is: Latitude – 41° 50' 44.68" North; Longitude – 79° 16' 49.52" West (NAD83).

The Property has been known by the following name(s): National Forge Company EAF Dust Landfill.

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.** National Forge Company is the owner of the Property. The mailing address of the Owner is:

National Forge Company  
One Front Street  
Irvine, PA 16329

3. **Holder(s) /GRANTEE.** The following is a “holder,” as that term is defined in 27 Pa. C.S. § 6501, of this Environmental Covenant:

National Forge Company  
One Front Street  
Irvine, PA 16329

4. **Description of Contamination & Remedy.** Located within the bounds of the Property is a 2.94 acre hazardous waste landfill which was used for disposal of

electric arc furnace dust (“EAF Dust”) resulting from EAF steelmaking operations (the “EAF Dust Landfill” or “Landfill”). EAF Dust is a hazardous waste under federal regulations (40 C.F.R. § 261.32(a)), and Pennsylvania regulations (25 PA. CODE § 261.a1), because it contains chromium, lead, and cadmium. National Forge Company disposed of EAF dust at the Landfill until January, 1985. The location of the EAF Dust Landfill is more fully described in Exhibit A, and is shown on the map provided as Exhibit B.

National Forge Company closed the EAF Dust Landfill in accordance with a Department approved Closure and Post-Closure Plan. Closure of the Landfill involved constructing a cap over the EAF dust consisting of a flexible membrane cap system beneath a soil cover layer and vegetative cover. National Forge Company conducted post closure groundwater monitoring from June, 1990 until October, 2008. The Department approved termination of the groundwater monitoring program and National Forge Company removed and closed the monitoring wells. National Forge Company has also maintained vegetative cover on the Landfill cap, and erected and maintained a fence and security access gate to the Property. The EAF Dust Landfill was certified closed by the Department (then known as the Pennsylvania Department of Environmental Resources) pursuant to 25 PA. CODE § 264a.166 in February 1990.

Records relating to contamination and remedial actions at the EAF Dust Landfill, including the Closure and Post-Closure Plan and all environmental remediation efforts performed in connection with the site, are available for inspection at:

Pennsylvania Department of Environmental Protection  
Northwest Regional Office  
230 Chestnut Street  
Meadville, PA 16335.

5. **Activity & Use Limitations.** The Property is subject to the following activity and use limitations, which the Owner and each subsequent owner of the Property shall abide by:

(a) The disturbance, in any way, of the integrity of the final cover, liners or any other components of the containment system over the EAF Dust Landfill is prohibited unless the Department finds that the disturbance (i) is necessary to the proposed use of the Property and will not increase the potential hazard to human health or the environment; or (ii) is necessary to reduce a threat to human health or the environment; and

(b) The Property shall be used only as a “Nonresidential Property,” as that term is defined in the Pennsylvania Land Recycling and Remediation Standards Act (Act 2), 35 P.S. § 6026.101 et seq., unless an instrument has been recorded indicating that the Department has determined that this use restriction is no longer necessary.

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

7. **Compliance Reporting.** By the end of every third January following the effective date of this Environmental Covenant, the Owner and each subsequent owner shall submit, to the Department and any Holder listed in Paragraph 3, written documentation stating whether or not the activity and use limitations in this Environmental Covenant are being abided by. The Owner and each subsequent owner shall submit, to the Department and any Holder listed in Paragraph 3, written documentation following transfer of the property, concerning proposed changes in use of the property, filing of applications for building permits for the property or proposals for any site work affecting the contamination on the property subject to this Environmental Covenant.

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

9. **Recordation & Proof & Notification.** Within 30 days after the date of the Department's approval, the Owner(s) shall file this Environmental Covenant with the Recorder of Deeds for each County in which the Property is located, and send a file-stamped copy of this Environmental Covenant to the Department within 60 days of recordation. Within that time period, the Owner(s) also shall send a file-stamped copy to each of the following: each Municipality and County in which the Property is located; any Holder identified in this Environmental Covenant; each person holding a recorded interest in the Property; and each person in possession of the Property.

10. **Termination or Modification.** This environmental covenant may only be terminated or modified in accordance with Section 9 of UECA, 27 Pa. C.S. § 6509.

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

Pennsylvania Department of Environmental Protection  
Environmental Clean-up Program  
Northwest Regional Office  
230 Chestnut Street  
Meadville, PA 16335  
Phone: (814) 332-6945

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

NATIONAL FORGE COMPANY, GRANTOR

Date: MAY 1, 2009

By:   
Name: MAURICE J. CASPERSON  
Title: RESPONSIBLE OFFICER

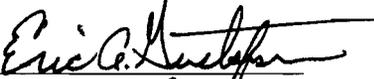
NATIONAL FORGE COMPANY, GRANTEE

Date: MAY 1, 2009

By:   
Name: MAURICE J. CASPERSON  
Title: RESPONSIBLE OFFICER

APPROVED, by Commonwealth of Pennsylvania,  
Department of Environmental Protection

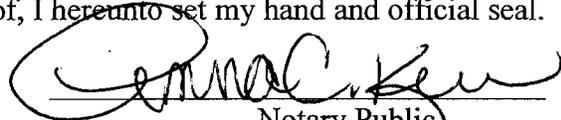
Date: 5/21/2009

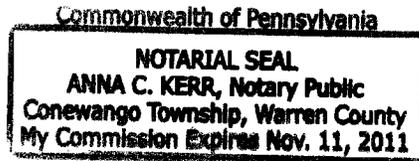
By:   
Name: ERIC A. GUSTAFSON  
Title: REGIONAL MANAGER, ECP

COMMONWEALTH OF PENNSYLVANIA )  
 )  
COUNTY OF WARREN ) SS:

On this 1st day of MAY, 2009 before me, the undersigned officer, personally appeared MAURICE J. CASHMAN [Owner, Grantor] who acknowledged himself/herself to be the person whose name is subscribed to this Environmental Covenant, and acknowledged that s/he executed same for the purposes therein contained.

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

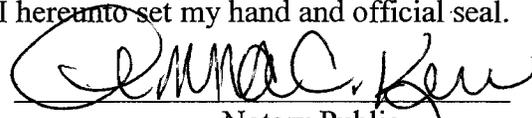
  
Notary Public

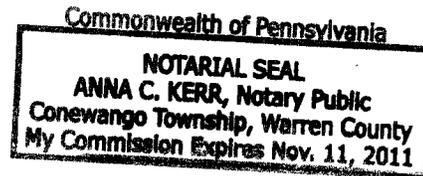


COMMONWEALTH OF PENNSYLVANIA )  
 )  
COUNTY OF WARREN ) SS:

On this 1st day of MAY, 2009 before me, the undersigned officer, personally appeared MAURICE J. CASHMAN [Holder, Grantee] who acknowledged himself/herself to be the person whose name is subscribed to this Environmental Covenant, and acknowledged that s/he executed same for the purposes therein contained.

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

  
Notary Public

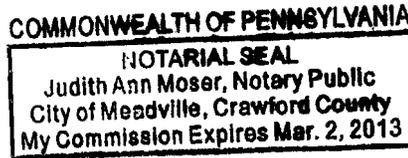


COMMONWEALTH OF PENNSYLVANIA )  
 )  
COUNTY OF CRAWFORD ) SS:

On this 21<sup>st</sup> day of MAY, 2009 before me, the undersigned officer, personally appeared ERIC Gustafson, who acknowledged himself/herself to be the Program Manager [Title] of the Commonwealth of Pennsylvania, Department of Environmental Protection, Northwest [insert name of regional office], whose name is subscribed to this Environmental Covenant, and acknowledged that s/he executed same for the purposes therein contained.

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

Judith Ann Moser  
Notary Public



## Exhibit A

**ALL THAT CERTAIN** piece or parcel of land situate in the Township of Brokenstraw, County of Warren and Commonwealth of Pennsylvania, being more particularly bounded and described as follows:

**BEGINNING** at a point near the southwest corner of a Route 6 Bridge spanning the Brokenstraw Creek east of Youngsville Borough, said point also being where the southerly right-of-way line of U.S. Route 6 (SR0006) intersects the easterly right-of-way line of Old Route 6 (SR3022);

**Thence** N 84° 46' 30" E along the southerly right-of-way line of U.S. Route 6 (SR0006), a distance of 158.69' to a point on the south bank of the Brokenstraw Creek;

**Thence** continuing along the south bank of the Brokenstraw Creek by the following courses:

- 1) S 58° 08' 11" E a distance of 200.00'
- 2) S 61° 58' 24" E a distance of 200.00'
- 3) S 65° 47' 17" E a distance of 200.00'
- 4) S 67° 30' 22" E a distance of 200.00'
- 5) S 69° 00' 14" E a distance of 200.00'
- 6) S 70° 22' 21" E a distance of 200.00'
- 7) S 71° 34' 48" E a distance of 200.00'
- 8) S 73° 33' 17" E a distance of 200.00'
- 9) S 75° 50' 43" E a distance of 200.00'
- 10) S 78° 58' 41" E a distance of 200.00'
- 11) S 82° 33' 49" E a distance of 200.00'
- 12) S 88° 38' 48" E a distance of 200.00'
- 13) N 85° 55' 43" E a distance of 200.00'
- 14) N 84° 09' 00" E a distance of 200.00'
- 15) N 81° 41' 09" E a distance of 200.00'
- 16) N 81° 14' 49" E a distance of 200.00'
- 17) N 80° 39' 21" E a distance of 200.00'
- 18) N 73° 00' 31" E a distance of 200.00'
- 19) N 62° 08' 02" E a distance of 200.00'
- 20) N 72° 37' 30" E a distance of 200.00' to a point on the southerly bank of the Brokenstraw Creek, being the True Point of Beginning;

Thence from the True Point of Beginning and continuing along the southerly bank of the Brokenstraw Creek by the following two courses and distances:

- 1) South 69° 12' 50" East, a distance of 200.00 feet;
- 2) South 61° 59' 22" East, a distance of 320.08 feet to a point located on the westerly line of a private road at the southerly terminus of a bridge that crosses Brokenstraw Creek;

thence leaving the south bank of Brokenstraw Creek and extending along the westerly line of the aforesaid private road South 23° 15' 00" West, a distance of 199.75 feet to a point; thence leaving the private road and extending North 76° 57' 14" West, a distance of 472.81 feet to a point; thence North 13° 11' 43" East, a distance of 299.86 feet to a point at the True Point of Beginning.

Containing 2.94 acres, more or less.

**BEING** designated as a part of Tax Parcel YV-6-868 in the Warren County Tax Assessment Office.

**BEING** depicted as Area No. 1-C on subdivision plat C 120-028 prepared by James P. Hunter, Professional Land Surveyor, dated December 23, 2002 and revised on August 2, 2003 as Revision C, and approved by the Planning and Zoning Commission of Warren County on August 28, 2003.

