

DEP
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PARCEL A

Environmental Covenant



I hereby CERTIFY
that this document is
recorded in the
RECORDERS OFFICE
of Westmoreland County
Pennsylvania
Frank Schiefer
Frank Schiefer • Recorder of Deeds

Instr: 201209130037853 09/13/2012
P: 1 of 16 F: \$68.00 10:54AM
Frank Schiefer T20120053815
Westmoreland County RecorderC

When recorded, return to:
Richard M. Erenberg, Manager
RSP, LP
701 Technology Drive, Suite 210
Canonsburg, PA 15317

The County Parcel Identification No. of the Property is: 64-03-00-00-0018
GRANTOR: RSP, LP, a Pennsylvania Limited Partnership
PROPERTY ADDRESS: One Westinghouse Drive, New Stanton Borough, PA 15672

WITNESSETH

WHEREAS, Owner is the owner of that certain tract of land located in the Municipality of New Stanton, Westmoreland County, and more fully described as Parcel A in the New Stanton Technology Park Plan recorded in the office of the Westmoreland County Recorder of Deeds as Instrument No. 20051221 0067269 (tax parcel 64-03-00-00-0018)

WHEREAS, in connection with obtaining cleanup liability protection under the Land Recycling and Environmental Remediation Standards Act, P.L. 4, No. 2 (35 P.S. § 6026.101 et seq.) (as amended from time to time, "Act 2"), Owner desires to place certain restrictions, covenant and agreements upon the Property as more fully described hereinafter.

NOW, THEREFORE, in consideration of the premises, and intending to be legally bound hereby, Owner hereby declares that the Property shall be held, sold, and conveyed subject to the following restrictions, covenants and agreements, which shall run with the Property, and which shall be binding upon all parties having any right, title and interest in the Property or any part thereof, their heirs, personal representatives, successors, successors-in-title, and assigns and which shall inure to the benefit of the Commonwealth of Pennsylvania, Department of Environmental Protection, and any successor thereto ("Department" or "DEP"):

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 Department.

1. **Property affected.** The property affected (Property) by this Environmental Covenant is located in New Stanton Borough, Westmoreland County.

The postal street address of the Property is: One Westinghouse Drive, New Stanton Borough, PA 15672.

The latitude and longitude of the center of the Property affected by this Environmental Covenant is: 40° 13' 40.5834" N latitude and -79° 37' 9.4542" W longitude

The Property has been known by the following names: Invensys Appliance Controls Facility, Robertshaw Controls, Siebe Appliance Control Facility.

The DEP Primary Facility ID# is: 625211. The Land Recycling Program ID is 5-65-964-1907.

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. Only Parcel A as defined in Exhibits A and B is covered by this Environmental Covenant. The Soil Management Plan is attached as Exhibit C. The restricted areas are further defined in Exhibit 1 of the Soil Management Plan. An addendum to the Soil Management Plan is included as Exhibit D. This addendum is comprised of the site plan with the bearings and distances of each segment of the Soil Management Plan Restricted and Prohibited Area boundaries included on the map. The bearings and distances were defined by a Pennsylvania Licensed Surveyor.

2. **Property Owner / GRANTOR / GRANTEE.** RSP, LP, a Pennsylvania Limited Partnership is the owner of the Property and the GRANTOR and GRANTEE of this Environmental Covenant.

3. The mailing address of the owner is 701 Technology Drive, Suite 210 Canonsburg, PA 15317.

4. **Description of Contamination & Remedy.** Multiple assessment and remediation projects have been conducted at the Property since decommissioning of the former plant operations began in 2000. A complete list of reports is attached to the Final Report as Exhibit A. They include site-wide assessment of soil, sediment, surface water, groundwater, and indoor air quality; removal of mercury-impacted soils and sediments; demolition of the former Diastat Charging Building and removal of the demolition debris; capping of remediated areas; remediation of former drainage areas and conveyance systems; and the performance of a human health and ecological risk assessment.

The collective site characterization activities and remedial measures were documented in the Remedial Investigation Report (RIR) prepared for the Property in 2007. In addition, a

human health and ecological risk assessment completed in 2004 and amended in 2007 evaluated the potential risk to various receptors through exposure to mercury-impacted media. The conclusion reached in the RIR was that the Property will use a combination of site-specific and non-residential statewide health standards to obtain relief of liability pursuant to Act 2.

Soil attainment and excavation confirmation sampling has demonstrated that site soil complies with the non-residential direct-contact SHS of 840 milligrams per kilogram on a site-specific standard based on pathway elimination. The soil pathways (direct contact with mercury in soil and leaching of mercury from soil to groundwater) have been evaluated and the fate and transport models indicate that the soil concentrations will not result in unacceptable risks. Fate and transport modeling and eight quarters of site-wide groundwater monitoring demonstrate that Property soil complies with the statewide health standard non-residential soil-to-groundwater medium specific concentration for mercury of 10mg/kg. The concrete/Shot-Crete caps (Prohibited Areas defined in Figure 1 of the Soil Management Plan and within Exhibit D) eliminate the direct contact pathway to contaminated soil and deter direct infiltration.

A Post Remediation Care Plan has been prepared for the Property which addresses maintenance of the concrete and Shot-Crete caps adjacent to the south, west, and north ends of the former Diastat Charging Building; temporary semiannual surface water and sediment sampling; and periodic sediment removal if required. The Post Remediation Care Plan is section 4.2 of the Final Report.

The Department approved the "Final Report Mercury-impacted Act 2 Site, Former Invensys Appliance Controls Facility, One Westinghouse Drive, New Stanton, Pennsylvania" on April 27, 2011 for Site soils.

5. **Activity & Use Limitations.** Parcel A of 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) a restriction prohibiting any activities which are intrusive to any soil on Parcel A of the Property unless such activities are undertaken and performed in full compliance with the requirements set forth in the "Soil Management Plan: Property Located at One Westinghouse Drive (formerly Siebe Drive and Robertshaw Drive), New Stanton, Pennsylvania," prepared by Shaw Environmental, Inc., dated September 2008, a copy of which is attached hereto as Exhibit C ("Soil Management Plan").

(b) a restriction prohibiting any use of any groundwater located on and beneath Parcel A of the Property for any purpose;

(c) a restriction prohibiting the use of Parcel A of the Property as "Residential Property," as that term is defined in Act 2; and


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(d) a restriction prohibiting construction of any building on Parcel A of the Property without installing a vapor barrier under such newly constructed building.

6. **Notice:** This Environmental Covenant also serves as a notice pursuant to Section 304 (m) of Act 2; Owner hereby acknowledges that soils contaminated with mercury are present on Parcel A of the Property. Parcel A of the Property attained a Site Specific Standard approval for mercury in soil through pathway elimination and institutional controls defined within this environmental covenant. This notice shall be irrevocable and shall be included in all subsequent deeds of record with respect to Parcel A of the Property unless an instrument has been recorded indicating that the Department has determined, in writing, that this notice is no longer necessary in order to maintain the statutory liability protection afforded by performing the remediation described above and more fully in the approved Final Report.

7. **Notice of Limitations in Future Conveyances.** Each instrument hereafter conveying any interest in Parcel A of 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.

8. **Compliance Reporting.** After written request by the Department or by the end of every January following the Department's approval of this Environmental Covenant, the then current owner of Parcel A 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. Sections 4.2.6 (Periodic Reporting) and 4.2.7 (Records Maintenance) of the Final Report further dictate the minimum reporting requirements. In addition, within 1 month after any of the following events, the then current owner of Parcel A of the Property shall submit to the Department written documentation: 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.

9. **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 to Parcel A of the Property in connection with implementation or enforcement of this Environmental Covenant.

10. **Recording & Proof & Notification.** Within 30 days after the date of the Department's approval of this Environmental Covenant, RSP, LP 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 ninety (90) days of recording. Within that time period, RSP, LP also

shall send a file-stamped copy to each of the following: New Stanton Borough and Westmoreland County

11. **Termination or Modification.** This Environmental Covenant may only be terminated or modified in accordance with Section 9 of UECA, 27 Pa. C.S. § 6509, including as follows:

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 Parcel A of the Property. The Department must approve, in writing, of such termination.

12. **Department's address.** Communications with the Department regarding this Environmental Covenant shall be sent to: Environmental Cleanup Manager, Southwest Regional Office, 400 Waterfront Drive, Pittsburgh PA 15222.

13. **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) and any Holder(s), in the following form:

Date: _____
RSP, LP, Grantor
By: Richard Erenberg
Name: Richard Erenberg
Title: Manager for
CC Realty Advisors, LTD
General Partner

Date: 8/28/12
APPROVED, by Commonwealth of Pennsylvania,
Department of Environmental Protection
By: David E Eberle
Name: David E Eberle
Title: ECP Manager

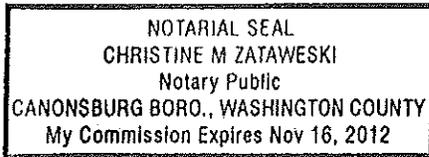
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COMMONWEALTH OF PENNSYLVANIA)
)
COUNTY OF Washington) SS:

On this 3rd day of August, 2012, before me, the undersigned officer, personally appeared Richard M. Erenberg [Owner, Grantor] who acknowledged himself to be the person whose name is subscribed to this Environmental Covenant, and acknowledged that he executed same for the purposes therein contained.

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



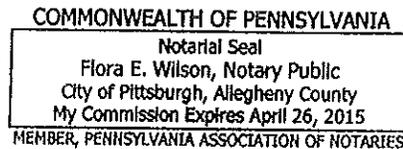
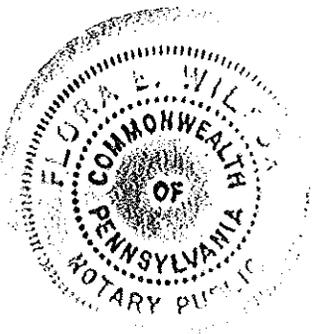
Christine M. Zatawski
Notary Public

COMMONWEALTH OF PENNSYLVANIA)
)
COUNTY OF ALLEGHENY) SS:

On this 28th day of August, 2012, before me, the undersigned officer, personally appeared David E. Eberle, who acknowledged himself to be the Environmental Cleanup 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 executed same for the purposes therein contained.

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

Flora E. Wilson
Notary Public



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Attachment A


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WHEN RECORDED MAIL TO:
Kenneth J. Yarsky, II, Esquire
Yarsky & Brown, LLP
404 Grant Building
330 Grant Street
Pittsburgh, Pennsylvania 15219

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I hereby CERTIFY
that this document is
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RECORDERS OFFICE
of Westmoreland County
Pennsylvania
Tom Murphy
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SPECIAL WARRANTY DEED

This Deed is made the 22ND day of March, 2002, between ROBERTSHAW CONTROLS COMPANY, a Delaware corporation (hereinafter called the "Grantor"), and RSP, LP, a Pennsylvania limited partnership (hereinafter called the "Grantee").

WITNESSETH that the Grantor in consideration of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby grant and convey unto the Grantee, its successors and assigns, that certain real estate more particularly described in Exhibit "A" attached hereto and made a part hereof, UNDER AND SUBJECT, nevertheless, to all easements, restrictions, conditions, encumbrances and other matters of record.

The Grantor hereby covenants and agrees that the Grantor will warrant SPECIALLY the property hereby conveyed.

Grantor hereby gives notice pursuant to the requirements of the Act of 1980, July 7, P.L. 380, No. 97 Section 405 (35 P.S. § 6018.405) and the Act of 1988, October 18, P.L. 756, No. 108 Section 512 (35 P.S. §6020.512(b)) that the Grantor has actual knowledge that certain substances have been disposed on the property described herein as follows:

Elemental mercury contamination was found in areas proximate to and/or in the vicinity of the Mercury Building (as shown on the drawing labeled Figure 1, Site Layout, prepared by IT Corporation attached hereto as Exhibit "B" and made a part hereof) on the northeast, northwest and southwest sides of the Mercury Building. The mercury contamination resulted from years of air emissions from activities conducted within the Mercury Building on the property. A Notice of Intent to Remediate the mercury was filed with the Pennsylvania Department of Environmental Protection. The extent of the contamination has been determined, areas of high mercury concentrations have been excavated and have been or will be disposed off-site at a commercial hazardous waste facility. A concrete cap has been placed on the hillside to the northwest of the Mercury Building and additional concrete capping will be installed in the northeast and southwest directions to prevent exposure to mercury and to minimize the potential for migration.

Chlorinated solvents, including trichloroethylene, 1,1,1- trichloroethane and degradation constituents of these solvents were found in soil, groundwater and surface water in the areas south and east of the Factory Building as shown on Exhibit "B". The contamination apparently resulted from storage and use of chlorinated solvents in the southern portions of the site. The Notice of Intent to

PI-826150 v2 02/10/95-0701

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PA TRF TAX \$49945.15
HEMPFIELD \$24972.68
NEW STANTON BORO \$24972.67
TOTAL TAX \$99890.30

Remediate filed with the Pennsylvania Department of Environmental Protection also addresses the chlorinated solvent contamination. Groundwater monitoring wells were installed and are being installed to delineate the horizontal and vertical extent of the chlorinated solvent contamination. The sewer pipe shown on Exhibit "B" originating at the Plating Shop and ending at NPDES Outfall 002 was removed to allow evaluation of soils and to eliminate a potential migration pathway. Further and additional groundwater monitoring is planned.

~~The Grantor hereunder and its affiliates shall have no liability or obligation hereunder to the Grantee or any other person with respect to the immediately preceding two paragraphs of this Deed.~~ 

This acknowledgment shall be made a part of all deeds for all future conveyances or transfers of the property described herein to the extent required by law and the warranties provided herein and in any future deed shall only apply to this acknowledgment to the extent required by law.

NOTICE – THIS DOCUMENT MAY NOT/DOES NOT SELL, CONVEY, TRANSFER, INCLUDE OR INSURE THE TITLE TO THE COAL AND RIGHT OF SUPPORT UNDERNEATH THE SURFACE LAND DESCRIBED OR REFERRED TO HEREIN, AND THE OWNER OR OWNERS OF SUCH COAL MAY HAVE/HAVE THE COMPLETE LEGAL RIGHT TO REMOVE ALL OF SUCH COAL AND, IN THAT CONNECTION, DAMAGE MAY RESULT TO THE SURFACE OF THE LAND AND ANY HOUSE, BUILDING OR OTHER STRUCTURE ON OR IN SUCH LAND. THE INCLUSION OF THIS NOTICE DOES NOT ENLARGE, RESTRICT OR MODIFY ANY LEGAL RIGHTS OR ESTATES OTHERWISE CREATED, TRANSFERRED, EXCEPTED OR RESERVED BY THIS INSTRUMENT. [This notice is set forth in the manner provided in Section 1 of the Act of July 17, 1957, P.L. 984, as amended, and is not intended as notice of unrecorded instruments, if any.]

IN WITNESS WHEREOF, the Grantor has caused this Deed to be duly executed as of the day and year first written above.


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ROBERTSHAW CONTROLS COMPANY,
a Delaware corporation

By: 
Name: TIMOTHY J. DOLAN
Title: VICE PRESIDENT


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Exhibit A

Legal Description

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ALL THAT CERTAIN PARCEL OF GROUND SITUATE IN THE BOROUGH OF NEW STANTON, COUNTY OF WESTMORELAND AND COMMONWEALTH OF PENNSYLVANIA, LYING ON THE NORTHERLY SIDE OF THE PENNSYLVANIA TURNPIKE, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE ON THE NORTHERLY LINE OF THE PENNSYLVANIA TURNPIKE, 200 FEET WIDE, WHERE IT INTERSECTS THE CENTERLINE OF T-541, GLENN FOX ROAD, AS ESTABLISHED BY THE ROBERTSHAW PLAN No. 2, AS RECORDED IN PLAN BOOK VOLUME 91, PAGES 1453 AND 1454; THENCE FROM SAID PLACE OF BEGINNING AND ALONG THE PENNSYLVANIA TURNPIKE, BY THE ARC OF A CIRCLE CURVING TO THE RIGHT, HAVING A RADIUS OF 2764.98 FEET AND AN ARC DISTANCE OF 191.51 FEET, SAID CURVE BEING SUBTENDED BY A CHORD BEARING NORTH 33° 14' 45" WEST A DISTANCE 191.47 FEET, TO A POINT ON TANGENCY; THENCE CONTINUING BY THE SAME, NORTH 31° 15' 42" WEST A DISTANCE OF 1040.10 FEET, TO A POINT AT THE LINE OF LOT 2B IN THE ALICE MILLER SUBDIVISION AS RECORDED IN PLAN BOOK VOLUME 86, PAGE 111; THENCE ALONG SAID LOT 2B, ALONG THE LAND OF C. E. AND D. H. MILLER, ALONG THE LAND OF D. M. AND D. S. MILLER AND THROUGH ARONA ROAD, S. R. 3017, NORTH 50° 50' 10" EAST A DISTANCE OF 509.85 FEET, TO A POINT ON THE LINE OF LAND NOW OR FORMERLY OF M. D. AND T. L. WILSON; THENCE ALONG THE LAND OF SAID WILSON THE FOLLOWING FIVE COURSES AND DISTANCES: (1) SOUTH 25° 37' 44" EAST, 222.70 FEET; (2) NORTH 39° 34' 56" EAST, 20.83 FEET; (3) SOUTH 50° 25' 04" EAST, 79.50 FEET; (4) NORTH 39° 34' 56" EAST, 716.61 FEET; (5) NORTH 59° 56' 24" WEST, 285.53 FEET, TO A POINT ON THE LINE OF LAND NOW OR FORMERLY OF G. I. BOSCH; THENCE ALONG THE LAND OF SAID BOSCH, NORTH 37° 21' 36" EAST A DISTANCE OF 60.49 FEET, TO A POINT ON THE LINE OF LAND NOW OR FORMERLY OF L. AND M. GOGOS, ET. AL.; THENCE ALONG THE LAND OF SAID GOGOS, SOUTH 59° 56' 24" EAST A DISTANCE OF 1097.25 FEET, TO A POINT ON THE LINE OF LAND NOW OR FORMERLY OF D. J. SMITH, ET. AL.; THENCE ALONG THE LINE OF SAID SMITH AND LAND NOW OR FORMERLY OF P. A. SHRADER, SOUTH 18° 08' 36" WEST A DISTANCE OF 995.55 FEET, TO A POINT ON PARCEL 1 IN THE ROBERTSHAW CONTROLS CO. SUBDIVISION AS RECORDED IN PLAN BOOK VOLUME 87, PAGE 380; THENCE ALONG SAID PARCEL 1, SOUTH 31° 51' 00" WEST A DISTANCE OF 612.76 FEET, TO A POINT ON THE CENTERLINE OF ARONA ROAD, AFOREMENTIONED; THENCE ALONG SAID CENTERLINE BY THE ARC OF A CIRCLE CURVING TO THE RIGHT, HAVING A RADIUS OF 470.83 FEET AND AN ARC DISTANCE OF 102.23 FEET, SAID CURVE BEING SUBTENDED BY A CHORD BEARING NORTH 45° 50' 29" WEST A DISTANCE 102.03 FEET, TO A POINT OF TANGENCY; THENCE CONTINUING BY THE SAME, NORTH 39° 37' 17" WEST A DISTANCE OF 30.21 FEET, TO A POINT AT THE INTERSECTION OF THE CENTERLINES OF ARONA ROAD AND GLENN FOX ROAD; THENCE ALONG THE CENTERLINE OF GLENN FOX ROAD THE FOLLOWING FIVE COURSES AND DISTANCES: (1) NORTH 82° 35' 53" WEST, 211.24 FEET; (2) BY THE ARC OF A CIRCLE CURVING TO THE LEFT, HAVING A RADIUS OF 3528.83 FEET AND AN ARC DISTANCE OF 59.99 FEET, SAID CURVE BEING SUBTENDED BY A CHORD BEARING NORTH 83° 05' 07" WEST A DISTANCE 59.99 FEET, TO A POINT OF TANGENCY; (3) NORTH 83° 34' 21" WEST, 29.63 FEET; (4) BY THE ARC OF A CIRCLE CURVING TO THE LEFT, HAVING A RADIUS OF 350.00 FEET AND AN ARC DISTANCE OF 24.19 FEET, SAID CURVE BEING SUBTENDED BY A CHORD BEARING NORTH 85° 33' 06" WEST A DISTANCE 24.18 FEET, TO A POINT OF TANGENCY; (5) NORTH 87° 31' 53" WEST, 68.98 FEET, TO A POINT IN THE NORTHERLY LINE OF THE PENNSYLVANIA

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TURNPIKE, AFOREMENTIONED, SAID POINT BEING AT THE PLACE OF BEGINNING OF THE DESCRIPTION.

CONTAINING 42.816 ACRES.



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ALL THAT CERTAIN PARCEL OF GROUND SITUATE IN THE BOROUGH OF NEW STANTON, COUNTY OF WESTMORELAND AND COMMONWEALTH OF PENNSYLVANIA, LYING ON THE SOUTHERLY SIDE OF THE PENNSYLVANIA TURNPIKE, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTHERLY LINE OF THE PENNSYLVANIA TURNPIKE, 200 FEET WIDE, AT ITS INTERSECTION WITH THE SOUTHERLY LINE OF PARCEL A IN THE ROBERTSHAW PLAN OF LOTS AS RECORDED IN PLAN BOOK VOLUME 90, PAGE 631, THENCE ALONG THE PENNSYLVANIA TURNPIKE, BY THE ARC OF A CIRCLE CURVING TO THE LEFT, HAVING A RADIUS OF 2964.98 FEET AND AN ARC DISTANCE OF 914.79 FEET, SAID CURVE BEING SUBTENDED BY A CHORD BEARING SOUTH 41° 15' 22" EAST A DISTANCE OF 911.17 FEET, TO A POINT OF TANGENCY; THENCE CONTINUING BY THE SAME, SOUTH 50° 05' 42" EAST A DISTANCE OF 678.64 FEET, TO A POINT ON THE WESTERLY TERMINUS OF ROBERTSHAW ROAD, 20 FEET WIDE; THENCE ALONG SAID TERMINUS, SOUTH 39° 51' 19" WEST A DISTANCE OF 20.00 FEET, TO A POINT ON THE SOUTHERLY LINE OF SAID ROBERTSHAW ROAD; THENCE ALONG SAID ROAD, SOUTH 50° 05' 42" EAST A DISTANCE OF 583.60 FEET; THENCE CONTINUING BY THE SAME, SOUTH 15° 02' 16" WEST A DISTANCE OF 205.28 FEET, TO A POINT ON THE LINE OF LAND NOW OR FORMERLY OF P. L. AND I. C. LONG; THENCE ALONG THE LAND OF SAID LONG, THE FOLLOWING FIVE COURSES AND DISTANCES: (1) NORTH 83° 00' 44" WEST, 17.93 FEET; (2) SOUTH 6° 59' 16" WEST, 306.20 FEET; (3) NORTH 54° 03' 44" WEST, 202.69 FEET; (4) SOUTH 22° 21' 53" WEST, 414.62 FEET; AND (5) SOUTH 40° 32' 23" WEST, 579.79 FEET, TO A POINT AT THE CORNER OF LAND NOW OR FORMERLY OF PENNALLEN CORPORATION; THENCE ALONG THE LAND OF SAID PENNALLEN CORPORATION, SOUTH 40° 53' 43" WEST A DISTANCE OF 932.88 FEET, TO A POINT ON THE LINE OF LAND NOW OR FORMERLY OF J. C. & M. O. FOX; THENCE ALONG THE LAND OF SAID FOX, THE FOLLOWING THREE COURSES AND DISTANCES: (1) NORTH 46° 30' 47" WEST, 762.60 FEET; (2) NORTH 66° 56' 47" WEST, 1257.61 FEET; AND (3) SOUTH 40° 21' 17" WEST, 680.65 FEET TO A POINT ON THE LINE OF LAND NOW OR FORMERLY OF L. A. AND I. A. LYNCH; THENCE ALONG THE LAND OF SAID LYNCH, NORTH 20° 35' 37" WEST A DISTANCE OF 71.50 FEET, TO A POINT; THENCE CONTINUING BY SAID LYNCH, NORTH 80° 34' 57" WEST A DISTANCE OF 364.96 FEET, TO A POINT AT THE LINE OF LOT 2 IN THE PLAN OF SUBDIVISION FOR CLAYTON I. FOX AS RECORDED IN PLAN BOOK VOLUME 90, PAGE 815; THENCE ALONG SAID LOT 2 AND PARCELS B AND A IN THE McGRATH SUBDIVISION AS RECORDED IN PLAN BOOK VOLUME 90, PAGES 1983 AND 1984, NORTH 11° 27' 23" EAST A DISTANCE OF 2244.00 FEET, TO A POINT; THENCE CONTINUING ALONG SAID PARCEL A AND LOT 1 IN THE PLAN OF SUBDIVISION FOR WALTER A. AND OLIVE B. MYERS AS RECORDED IN PLAN BOOK VOLUME 89, PAGE 346, NORTH 13° 28' 37" EAST A DISTANCE OF 186.32 FEET, TO A POINT; THENCE CONTINUING BY SAID LOT 1, NORTH 8° 43' 06" EAST A DISTANCE OF 327.58 FEET, TO A POINT ON THE LINE OF LAND NOW OR FORMERLY OF G. F. AND P. SMITH; THENCE ALONG THE LAND OF SAID SMITH AND THROUGH T-541, GLENN FOX ROAD, NORTH 54° 10' 07" EAST A DISTANCE OF 121.70 FEET, TO A POINT ON THE LINE OF PARCEL A IN THE ROBERTSHAW PLAN OF LOTS, AFOREMENTIONED; THENCE ALONG SAID PARCEL A THE FOLLOWING EIGHT COURSES AND DISTANCES: (1) BY THE ARC OF A CIRCLE CURVING TO THE RIGHT, HAVING A RADIUS OF 650.00 FEET AND AN ARC DISTANCE OF 132.69 FEET, SAID CURVE BEING SUBTENDED BY A CHORD BEARING NORTH 87° 45' 11" EAST A DISTANCE OF 132.46 FEET, TO A POINT OF TANGENCY; (2) SOUTH 86° 23' 56" EAST, 408.89 FEET; (3) BY THE ARC OF A CIRCLE CURVING TO THE RIGHT, HAVING A RADIUS OF 350.00 FEET AND AN ARC DISTANCE OF 80.00 FEET, SAID CURVE BEING SUBTENDED BY A CHORD BEARING NORTH 79° 51' 02" WEST A DISTANCE OF 79.83 FEET, TO A POINT OF TANGENCY; (4) SOUTH 73° 18' 09" EAST, 159.81 FEET; (5) BY THE ARC OF A CIRCLE CURVING TO THE LEFT, HAVING A RADIUS OF 350.00 FEET AND AN ARC DISTANCE OF 157.04 FEET, SAID

CURVE BEING SUBTENDED BY A CHORD BEARING SOUTH 86° 09' 26" EAST A DISTANCE OF 155.73 FEET, TO A POINT OF TANGENCY; (6) NORTH 80° 59' 20" EAST, 508.03 FEET; (7) BY THE ARC OF A CIRCLE CURVING TO THE RIGHT, HAVING A RADIUS OF 1000.00 FEET AND AN ARC DISTANCE OF 71.93 FEET, SAID CURVE BEING SUBTENDED BY A CHORD BEARING NORTH 83° 03' 00" EAST A DISTANCE OF 71.91 FEET, TO A POINT OF TANGENCY; (8) NORTH 85° 06' 38" EAST, 260.75 FEET TO A POINT ON THE SOUTHERLY LINE OF THE PENNSYLVANIA TURNPIKE, SAID POINT BEING AT THE PLACE OF BEGINNING OF THIS DESCRIPTION.

CONTAINING 196.682 ACRES.

EXCEPTING THEREFROM:


Instr: 201209130037853 09/13/2012
P: 13 of 16 F: \$68.00 10:54AM
Frank Schiefer T20120053815
Westmoreland County RecorderC

ALL THAT CERTAIN PARCEL OF GROUND NOW OR FORMERLY OF JAMES W. SIGWALT AS RECORDED IN DEED BOOK VOLUME 3798, PAGE 257, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EASTERLY LINE OF A 14 FOOT LANE OR RIGHT-OF-WAY WHICH POINT IS DISTANT ALONG A LINE SOUTH 16° 50' 30" WEST 262.27 FEET FROM THE POINT WHERE THE EASTERLY RIGHT-OF-WAY LINE INTERSECTS THE CENTER LINE OF A PUBLIC ROAD; THENCE THROUGH LANDS OF WHICH THIS WAS A PART NORTH 83° 02' 55" EAST 167.26 FEET TO A POINT; THENCE STILL THROUGH THE SAME SOUTH 5° 05' 25" WEST 131.05 FEET TO A POINT; THENCE SOUTH 14° 14' 10" WEST 255.41 FEET TO A POINT; THENCE STILL THROUGH THE SAME SOUTH 72° 18' 40" WEST 275.01 FEET TO A POINT; THENCE STILL THROUGH SAME AND ALONG THE EASTERLY LINE OF SAID RIGHT-OF-WAY NORTH 20° 41' 50" EAST 400.47 FEET TO A STAKE; THENCE STILL ALONG THE EASTERLY LINE OF SAID RIGHT-OF-WAY NORTH 23° 23' 25" EAST 72.77 FEET TO A POINT, THE PLACE OF BEGINNING.

CONTAINING 1.944 ACRES.

ALL THAT CERTAIN PARCEL OF GROUND NOW OR FORMERLY OF JOHN E. PIFFERETTI AND VIOLET V. PIFFERETTI AS RECORDED IN DEED BOOK VOLUME 1708, PAGE 53, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE CENTER LINE OF THE TOWNSHIP ROAD WHERE THE WESTERLY LINE OF A 14 FOOT LANE OR RIGHT-OF-WAY INTERSECTS THE SAME; THENCE ALONG THE WESTERLY LINE OF SAID RIGHT-OF-WAY ALONG LINE OF LAND FORMERLY OF WILLIAM F. MOORE SOUTH 16° 50' 30" WEST 262.27 FEET TO A POINT; THENCE STILL ALONG THE WESTERLY LINE OF SAID RIGHT-OF-WAY SOUTH 23° 23' 25" WEST 74.86 FEET TO A POINT; THENCE ALONG LINE FORMERLY OF WILLIAM F. MOORE NORTH 78° 26' 05" WEST 112.93 FEET TO A POINT; THENCE STILL ALONG SAME NORTH 5° 56' 55" EAST 267.55 FEET TO A POINT IN THE CENTER LINE OF THE TOWNSHIP ROAD AFORESAID; THENCE ALONG THE CENTER LINE OF SAID TOWNSHIP ROAD NORTH 80° 40' 25" EAST 191.14 FEET TO THE POINT, THE PLACE OF BEGINNING.

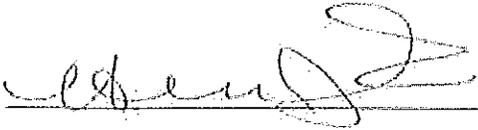
CONTAINING 1.025 ACRES.

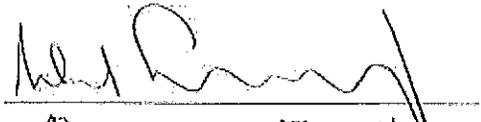

Instr: 200204010021725 04/01/2002
P: 6 of 9 F: \$35.50 10:52AM
Tom Kurphy T20020319792
Westmoreland County RecorderC

NOTICE: THE UNDERSIGNED, AS EVIDENCED BY THE SIGNATURE(S) TO THIS NOTICE AND THE ACCEPTANCE AND RECORDING OF THIS DEED, (IS, ARE) FULLY COGNIZANT OF THE FACT THAT THE UNDERSIGNED MAY NOT BE OBTAINING THE RIGHT OF PROTECTION AGAINST SUBSIDENCE, AS TO THE PROPERTY HEREIN CONVEYED, RESULTING FROM COAL MINING OPERATIONS AND THAT THE PURCHASED PROPERTY, HEREIN CONVEYED, MAY BE PROTECTED FROM DAMAGE DUE TO MINE SUBSIDENCE BY A PRIVATE CONTRACT WITH THE OWNERS OF THE ECONOMIC INTEREST IN THE COAL. THIS NOTICE IS INSERTED HEREIN TO COMPLY WITH THE BITUMINOUS MINE SUBSIDENCE AND LAND CONSERVATION ACT OF 1966, AS AMENDED 1980, OCT. 10, P.L. 874, NO. 156 § 1.

ATTEST/WITNESS:

CC REALTY ADVISORS, INC.
a Pennsylvania corporation



By: 
Name: RICHARD M. FRAZON
Title: President

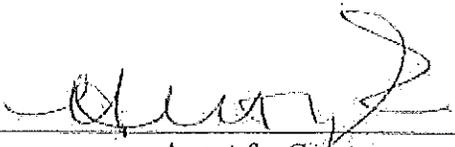

Instr: 201209130037853 09/13/2012
P: 15 of 16 F: \$68.00 10:54AM
Frank Schiefer T20120053815
Westmoreland County RecorderC

CERTIFICATION OF ADDRESS

I hereby certify that the precise business address of the Grantee herein is:

3637 Washington Road, Suite 2
McMurray, PA 15317

Property Address:
One Siebe Drive
New Stanton, PA 15672


Agent for Grantee


Instr: 200204010021725 04/01/2002
P: 8 of 9 F: \$35.50 10:52AM
Tom Murphy T20020319792
Westmoreland County RecorderC

State of Virginia

County of Henrico ss.

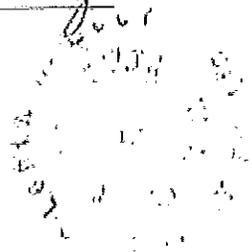
I, Gloria H. Lucey, a notary public in and for the State and County aforesaid, do certify that Timothy J. Dillan, as Vice President of Robertshaw Controls Company, a Delaware corporation, whose name is signed to the foregoing instrument dated the 22nd day of March, 2002, has acknowledged the same before me as an act of the corporation.

Given under my hand this 22nd day of March, 2002.

My commission expires: Sept. 30, 2005

Gloria H. Lucey
Signature of Notary


Instr: 201209130037853 09/13/2012
P: 16 of 16 F: \$68.00 10:54AM
Frank Schiefer T20120053815
Westmoreland County RecorderC




Instr: 200204010021725 04/01/2002
P: 9 of 9 F: \$35.50 10:52AM
Tom Murphy T20020319792
Westmoreland County RecorderC



Frank Schiefer

Westmoreland

CUSTOMER RECEIPT - RECORDING SERVICES

Receipt Number: T20120053815
Date/Time: 09/13/2012 10:36:07
Method Received: Abstr. Drop-Off
Clerk: MORAIT

Customer Name : WPS

Hold at Counter

Transaction Detail

Table with columns: Instrument Number, Instrument Type, Record. Fees, Equip. Fee, State Tax, Transfer Tax, Copy, Cert. Copy, Total Copy Fee, # Pgs, Consideration, Subtotal. Includes three transaction rows for instrument numbers 201209130037851, 201209130037852, and 201209130037853.

Payment Information

Table with columns: Method of Payment, Payment Control ID, Authorized Agent, Amount. Includes a payment entry for Check with amount \$204.00 and a summary section for AMOUNT PAID, LESS AMOUNT DUE, and CHANGE RECEIVED.