

BLOCK AND LOT NUMBER

363-S-163-1  
363-S-163-1  
363-S-163-1  
DATE: 3-10-98 INT: BK

DEED REGISTRY

*Edward P. O'Leary*

# Corrective Deed

363-S-163  
363-S-163-1 TB  
363-S-163-01  
CORRECTIVE DEED UPDATE  
ONLY DAY, PG, & DATE

THIS INDENTURE, MADE this 27th day of February, 1998, but effective as of the 31st day of December, 1996,

BETWEEN **BEAZER EAST, INC.**, a Delaware corporation (hereinafter called "Grantor"), and

**PEARSON, INC.**, a Pennsylvania corporation, having a place of business in the Municipality of Penn Hills, Pennsylvania (hereinafter called "Grantee");

### WITNESSETH:

WHEREAS, by an Indenture dated December 31, 1996 (hereinafter called the "Original Deed") (recorded with the Allegheny County Recorder of Deeds on December 31, 1996 at Deed Book Volume 09857, Page 232), a copy of which is attached hereto as Exhibit A, Grantor conveyed to Grantee five (5) parcels of land, being bounded and described as in the Original Deed.

WHEREAS, the parties wish to correct and confirm of record the conveyance, effective December 31, 1996, by inserting in the Original Deed certain post remediation care conditions specified by the Land Recycling and Environmental Remediation Standards Act.

NOW, THEREFORE, for the sum of One Dollar (\$1.00) and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, Grantor, for itself, its successors and assigns, does hereby confirm that it has granted, bargained, sold and conveyed to Grantee, its successors and assigns, and does hereby grant, bargain, sell and convey to Grantee, its successors and assigns:

### PARCEL ONE:

ALL THAT CERTAIN tract of land situate in the Municipality of Penn Hills (formerly Township of Penn), County of Allegheny and Commonwealth of Pennsylvania, being bounded and described as follows, to-wit:

**BEGINNING** at a point on the Compromise line dividing the properties of Amelia V. Malcolm and John Kletzly as shown on plan recorded in Plan Book Volume 21, Page 183, said point being North 60° 50' West 45.83 feet from the center line of track of the Plum Creek Branch of the Allegheny Valley Railway; thence along said Compromise line North 60° 50' West a distance of 589.38 feet; thence by same South 45° 29' West 11.44 feet to a point on the center line of the Right of Way heretofore granted to the Suburban Water Company; thence by the same South 21° 19' East a distance of 430.14 feet to a point on lands of Amelia V. Malcolm, said point being on the north side of a public road (known as Pennsylvania State Highway Route 02196 and Hunter Road) and 33 feet north of the center line of track of the Plum Creek Branch of the Allegheny Valley Railway aforesaid; and thence along the north line of said Public Road, North 68° 16' East

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116.36 feet to a point; and thence by the same, North 73° 07' East 270.07 feet (269.63 record) to the place of BEGINNING.

**BEING** the same premises which Helen Mackowski Gerney, (formerly known as Helen Mackowski), and Henry Gerney, her husband, by deed dated September 15, 1953 and recorded September 16, 1953 in the Recorder's Office of Allegheny County, Pennsylvania in Deed Book Volume 3454, Page 189, granted and conveyed to Koppers Company, Inc.

**PARCEL TWO:**

**ALL THAT CERTAIN** tract or parcel of land situate partly in the Municipality of Penn Hills (formerly Township of Penn) partly in the Borough of Oakmont and partly in Verona Borough, all in the County of Allegheny and Commonwealth of Pennsylvania, bounded and described as follows, to-wit:

**BEGINNING** at a point on the northerly line of the Township Road leading from Verona to Milltown, where the same is intersected by the center line of the right-of-way 8 feet in width of the Suburban Water Company as described in the deed of Murray A. Verner, et al, to the Suburban Water Company, dated April 24, 1902, recorded in Deed Book Volume 1193, Page 289; thence along said center line of said right-of-way, North 21° 19' West a distance of 444.12 feet (444.18 record) to a point; thence North 79° 49' West a distance of 71.68 feet to a point; thence along land now or formerly of John Kletzly, South 45° 43' West a distance of 125 feet to a point; thence South 27° 44' West a distance of 231.50 feet to a point; thence South 45° 29' West a distance of 10.84 feet to a point; thence South 21° 49' East a distance of 280.57 feet to a point on the northerly side of said Township Road; thence North 68° 05' East a distance of 358.59 feet (358.67 record) to the place of BEGINNING.

**BEING** the same premises which Ernst Zimmerli, by deed dated December 19, 1950 and recorded January 12, 1951 in the Recorder's Office of Allegheny County, Pennsylvania in Deed Book Volume 3105, Page 743, granted and conveyed to Koppers Company, Inc.

**PARCEL THREE:**

**ALL THAT CERTAIN** tract or parcel of land situate, lying and being partly in the Municipality of Penn Hills (formerly Township of Penn) and partly in the Borough of Oakmont and Verona, Allegheny County, Pennsylvania, bounded and described as follows:

**BEGINNING** at a point on the northerly side of the Township Road leading from Verona to Milltown at the southwesterly corner of land conveyed by Ernst Zimmerli to Koppers Company, Inc., by deed dated December 19, 1950, recorded in the Office for the Recording of Deeds, etc., in and for said Allegheny County, on the 12th day of January, 1951, in Deed Book Volume 3105, Page 743; thence, along said land of Koppers Company, Inc., North 21° 49' West 280.57 feet (280 record) to a point on the compromise line as shown on the Plan of Compromise between Amelia Malcolm and John Kletzly, recorded November 22, 1904, in the said office in Plan Book 21, Page 183; thence, along said compromise line South 45° 29' West 373.52 feet (373 record)

to a point at the northwest corner of the property now or formerly of Ernst Zimmerli; thence, South  $10^{\circ} 34' 30''$  West 67.11 feet (67.28 record) to a point in the Borough of Oakmont in the northeasterly line of Plum Street; thence, South  $59^{\circ} 57' 30''$  East a distance of 102.12 feet (101.97 record) across Plum Creek and along the northeasterly line of Plum Street to a point in the Borough of Verona at the intersection of said northeasterly line of Plum Street with the northerly line of the Township Road, which said point is distant 33 feet northwestwardly from the center line of Plum Creek Branch of the Allegheny Valley Railroad Company; thence, North  $68^{\circ} 05'$  East along the northerly line of the Township Road 59.47 feet, more or less, to the line of land conveyed by Ernst Zimmerli and wife to Samuel F. Campbell by deed dated June 22, 1942, recorded in said Office in Deed Book Volume 2731, Page 386; thence by said land now or late of Samuel F. Campbell, the following three courses and distances, North  $21^{\circ} 49'$  West 80 feet to a point, North  $68^{\circ} 5'$  East 100 feet to a point, and South  $21^{\circ} 49'$  East 80 feet to the northerly line of the Township Road aforesaid, and thence along the northerly line of said Township Road North  $68^{\circ} 5'$  East 158 feet, more or less, to the line of land of Koppers Company, Inc., at the place of BEGINNING.

**BEING** the same premises which Ernst Zimmerli, by deed dated August 6, 1952 and recorded August 20, 1952 in the Recorder's Office of Allegheny County, Pennsylvania in Deed Book Volume 3229, Page 245, granted and conveyed to Koppers Company, Inc.

**PARCEL FOUR:**

**ALL THAT CERTAIN** tract, piece or parcel of land situate, lying and being partly in the Boroughs of Oakmont and Verona and partly in the Municipality of Penn Hills (formerly Township of Penn) County of Allegheny, and Commonwealth of Pennsylvania being bounded and described as follows:

**BEGINNING** at a point at the intersection of the easterly line of Ninth Street with the southerly line of College Avenue as laid out in the Plan of the Borough of Oakmont; thence along said southerly line of College Avenue, westwardly, a distance of 30 feet, more or less, to the easterly line of W.W. Grier's College Avenue Plan of Lots, recorded in Plan Book Volume 6 at Page 62; thence along College Avenue Plan aforesaid South  $10^{\circ} 34' 30''$  West 455.08 feet, more or less, to line of land formerly of Pittsburgh Cold Rolled Steel Company; thence by said land the following three courses and distances: North  $45^{\circ} 29'$  East 384.36 feet to a point; thence North  $27^{\circ} 44'$  East 231.50 feet to a point; thence North  $45^{\circ} 43'$  East 125 feet to a point on line of land now or formerly of American Steel Foundries; thence by said land now or formerly of American Steel Foundries the following two courses and distances: North  $79^{\circ} 49'$  West 36.86 feet, more or less, to a point; thence North  $45^{\circ} 43'$  East 228.86 feet to a point; thence by other lands of P.W. Grubbs and Margaret W. Grubbs, his wife, in a southwesterly direction, a distance of 562.27 feet (510 record) to the corner of College Avenue and Ninth Street, the point and place of BEGINNING, a part of which is occupied by Dark Hollow Road, a public highway, extending through the southerly and easterly sides of the above-described property.

**BEING** the same premises which P.W. Grubbs and Margaret W. Grubbs, his wife, by deed dated June 4, 1954 and recorded July 14, 1954 in the Recorder's Office of Allegheny County,

Pennsylvania in Deed Book Volume 3337, Page 633, granted and conveyed to Koppers Company, Inc.

**PARCEL FIVE:**

**ALL THAT CERTAIN** tract of land in the Municipality (formerly Township) of Penn Hills, County of Allegheny, and Commonwealth of Pennsylvania, more particularly described as follows:

**BEGINNING** at a point of intersection of the dividing line between property of the Union Specialty Steel Casting Co. and the Koppers Company, Inc. with the northerly right-of-way line of the Plum Creek Branch of the Penn Central Transportation Company; thence easterly along said northerly right-of-way line North  $72^{\circ} 56' 30''$  East 20.56 feet (19.82 record) to the centerline of Plum Creek; thence generally westerly in the centerline of Plum Creek through property of the Union Specialty Steel Casting Co. the following courses and distances - North  $49^{\circ} 45' 29''$  West 104.90 feet (103.48 record), North  $54^{\circ} 33' 16''$  West 201.16 feet, North  $57^{\circ} 58' 20''$  West 100.11 feet, North  $64^{\circ} 50' 00''$  West 100.22 feet, North  $71^{\circ} 02' 20''$  West 101.59 feet, North  $84^{\circ} 52' 18''$  West 120.32 feet to a point on the intersection of the dividing line between the Union Specialty Steel Casting Co. and the Koppers Co.; thence southerly along dividing line South  $45^{\circ} 43' 00''$  West 26.55 feet; thence by the following courses and distances along the dividing line between the Union Specialty Steel Casting Co. and Koppers Co. - South  $79^{\circ} 49' 00''$  East 108.54 feet, South  $21^{\circ} 19' 00''$  East 14.01 feet (12.59 record), North  $45^{\circ} 29' 00''$  East 11.44 feet, South  $60^{\circ} 50' 00''$  East 589.38 feet (635.33 record) to a point being the place of **BEGINNING**.

**BEING** the same premises which Union-Specialty Steel Casting Corporation, by deed dated June 17, 1971 and recorded June 24, 1971 in the Recorder's Office of Allegheny County, Pennsylvania in Deed Book Volume 4975, Page 105, granted and conveyed to Koppers Company, Inc.

**TOGETHER**, all of the above-described premises comprising Block 363-S, Lots Nos. 163 (Penn Hills and Oakmont) and 163-1 (Verona) in the Deed Registry Office of Allegheny County.

with the appurtenances.

**SUBJECT, HOWEVER**, to all rights of way and easements of record touching or affecting the premises herein conveyed, granted or conveyed by Grantor herein, or its predecessors in title.

**SUBJECT ALSO**, to the terms and conditions of all prior instruments of conveyance.

**SUBJECT ALSO**, to the restriction that the property must be used for industrial purposes only.

**SUBJECT ALSO**, to the following post remediation care conditions specified by Act 2 for the approval of the site specific standard, namely, that the integrity of the concrete which encapsulates the residual PCB contamination within the sumps and trenches of building 6 must be

maintained and that the integrity of the asphalt paving covering the coal tar layer must be maintained.

**TO HAVE AND TO HOLD** the same to and for the use of said Grantee, its successors and assigns forever, And the Grantor, for itself and its successors and assigns hereby covenants and agrees that it will **WARRANT SPECIALLY** the property hereby conveyed.

**PURSUANT** to Section 405 of the Solid Waste Management Act and Section 512 of the Hazardous Sites Cleanup Act, Grantor hereby acknowledges and gives notice that hazardous substances such as the common laboratory contaminant, methylene chloride, various coal tar constituents (covered by asphalt pavement), mercury (in buildings 9 and 27) and PCB's (in building 6) are or were present on the premises. The precise quality, nature and location of such materials is not known.

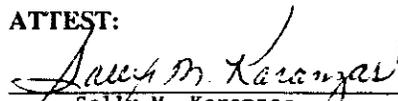
**THIS INSTRUMENT** is exempt from the imposition of realty transfer taxes in that it merely serves to correct and confirm a transfer previously recorded, and does not extend or limit existing record legal title or interest. The property which is the subject of this instrument is identical to the property which was intended to pass with the original deed.

**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 REMOVAL 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.]**

*This Deed is made under and by virtue of a Resolution of the Board of Directors of the Grantor duly adopted as of the 27th day of December, 1996.*

**IN WITNESS WHEREOF**, the said Grantor has caused its common and corporate seal to be affixed to these presents by the hand of its Vice President, and the same to be duly attested. Dated the day and year first above written.

**ATTEST:**

  
Title: Sally M. Karanzas  
Assistant Secretary

**BLAZER EAST, INC.**

By:   
Title: VP & Gen'l Mgr James P. Brennan

(Corporate Seal)

**NOTICE** THE UNDERSIGNED, AS EVIDENCED BY THE SIGNATURE(S) TO THIS NOTICE AND THE ACCEPTANCE AND RECORDING OF THIS DEED, IS 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:**

**PEARSON, INC.**

By: *Christine E. Dancy*  
Secretary and Treasurer

By: *Paul Cronin*

Title: *Director*