

60 2012 00025980

Allegheny County  
Valerie McDonald Roberts  
Department of Real Estate  
Pittsburgh, PA 15219

Instrument Number: 2012-25980

BK-DE VL-15026 PG-36

Recorded On: October 02, 2012 As-Deed Agreement

Parties: NEWBURY DEVELOP ASSOCIATES L P

To PENNSYLVANIA COMWTH BY DEP ENVRMTL PROTECTION

# of Pages: 21

Comment: ENVIRONMENT COVENANT

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

Deed Agreement 110.50  
Pages > 4 16  
Names > 4 0  
Total: 110.50

**Realty Transfer Stamp**

**Department of Real Estate Stamp**

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

Certified On/By-> 10-02-2012 / B K
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: 2012-25980  
Receipt Number: 2195163  
Recorded Date/Time: October 02, 2012 01:28:10P  
Book-Vol/Pg: BK-DE VL-15026 PG-36  
User / Station: A Matthews - Cash Super 04

NEWBURY DEVELOPMENT ASSOCIATES LP  
100 EMERSON LANE STE 1509  
ATTN ERIC NEWHOUSE  
BRIDGEVILLE PA 15017



Valerie McDonald Roberts, Manager  
Rich Fitzgerald, County Executive

D.E.P. 84431 DRE Certified  
02-Oct-2012 01:18P\Int By: B K  
2012 SEP 26 PM 2: 12

When recorded, return to:

Newbury Development Associates, LP  
100 Emerson Lane, Suite 1509  
Bridgeville, PA 15017  
Attn: Eric Newhouse

**The County Parcel Identification No. of the Property is:** 0256-J-00001-0000-00  
**GRANTOR:** Newbury Development Associates, LP, a Pennsylvania limited partnership  
**PROPERTY ADDRESS:** south side of Presto Sygan Road, Bridgeville, Pennsylvania 15017

### 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 to the Activity and Use Limitations set forth herein. As indicated on the signature page hereto, this Environmental Covenant has been approved by the Pennsylvania Department of Environmental Protection (the “Department”).

1. **Property Affected.** The property affected (the “Property”) by this Environmental Covenant is located in the Township of South Fayette, Allegheny County.

The postal street address of the Property is: south side of Presto Sygan Road, Bridgeville, PA 15017

The latitude and longitude of the center of the Property affected by this Environmental Covenant is: North 40° 21’ 33”; West 80° 07’ 46”.

The Property is part of a larger facility (“Act 2 Site”) that has been undergoing remediation pursuant to Act 2 of 1995, the Pennsylvania Land Recycling and Environmental Remediation Standards Act, 35 P.S. §§ 6026.101 et seq. (“Act 2”) and has been known by the following name(s): Reichhold, Inc.; Seldon Company; American Cyanamid Corporation; Koppers Company; Koppers Company, Inc.

The Department Primary Facility ID No. is: 686840.

A complete description of the Property is attached to this Environmental Covenant as Exhibit A. A map of the Act 2 Site is attached to this Environmental Covenant as Exhibit B-1. Exhibit B-2 to this Environmental Covenant is a map delineating “Area A” and “Area B,” which are those portions of the Property that must be subject to activity and use limitations under Act 2. A map providing more detailed delineation of Area A, is attached to this Environmental Covenant as Exhibit C-1. A map providing more detailed delineation of Area B, is attached to this Environmental Covenant as Exhibit C-2.

2. **Property Owner/GRANTOR.** Newbury Development Associates, LP, a Pennsylvania limited partnership, is the owner of the Property and the GRANTOR of this Environmental Covenant.

3.  **Holders of the Environmental Covenant:** Beazer East, Inc., a Delaware corporation; and Newbury Development Associates, LP, a Pennsylvania limited partnership.

The mailing addresses of the Holders are:

Beazer East, Inc.  
c/o Three Rivers Management, Inc.  
Manor Oak One, Suite 200  
1910 Cochran Rd., Pittsburgh, PA 15220

Newbury Development Associates, LP  
100 Emerson Lane, Suite 1509  
Bridgeville, PA 15017

4. **Description of Contamination & Remedy.** The Property affected by this Environmental Covenant is part of the Act 2 Site known as the “Former Reichhold, Inc. Facility.” The entire Act 2 Site is approximately three hundred one (301) acres, of which approximately eighty (80) acres was used historically in association with a former chemical manufacturing facility. This eighty (80) acre former manufacturing portion of the Act 2 Site has been designated in the Act 2 Remedial Investigation Report (“RIR”) as Area of Evaluation 1 (“AOE-1”). The balance of the Act 2 Site that was not used for industrial purposes has been designated in the RIR as Area of Evaluation 2 (“AOE-2”). The chemical manufacturing facility has been decommissioned and dismantled and portions of the Act 2 Site are currently undergoing redevelopment. The Property is a 9.311 acre parcel which is situated entirely within the Act 2 Site. A portion of the Property lies within AOE-2 and is not subject to any activity and use limitations imposed under Act 2, and those portions of the Property referred to herein as Area A and Area B that lie within AOE-1 and upon execution of this Covenant, such portions of the Property lying within AOE-1 will be subject to the Activity and Use Limitations (as that term is defined in Paragraph 5 below) detailed herein as part of the Department-approved Act 2 remedy.

Since at least 1990, Beazer East, Inc. (“Beazer”) and other parties have conducted certain environmental investigations and implemented certain remedial response actions at the Act 2 Site in cooperation with, and under the authority and oversight of, the Department and the United States Environmental Protection Agency (“U.S. EPA”).

On or about October 14, 2005, a Notice of Intent to Remediate the Act 2 Site was submitted to the Department pursuant to Act 2. On or about June 20, 2007, the RIR was submitted to the Department pursuant to Act 2 that summarized the investigative and remedial response actions undertaken at the Property and such adjacent areas. The Department approved the RIR by letter dated October 3, 2007.

On or about February 5, 2008, a Cleanup Plan was submitted to the Department pursuant to Act 2 that discussed in detail, inter alia, the remedial actions to be taken, constituents of concern (“COCs”) for soil and groundwater, and Act 2 standards to be attained. The Department approved the Cleanup Plan by letter dated April 23, 2008. On or about November 7, 2008, an amendment to the Cleanup Plan was submitted to the Department and on April 15, 2009 a revised version of the amendment to the Cleanup Plan was submitted to the Department to

address Department comments. The Department approved the revised amendment to the Cleanup Plan by letter dated May 10, 2010. (The Cleanup Plan, as so amended and approved, is hereafter referred to as the "Cleanup Plan.")

COCs for soil at the AOE-1 portion of the Act 2 Site include, among others, the following chemical materials: benzene; ethylbenzene; styrene; toluene; total xylenes; 1,2,4-trichlorobenzene; 2,4-dimethylphenol; 2-methylnaphthalene; 4-methylphenol; acenaphthene; anthracene; benzo(a)anthracene; benzo(a)pyrene; benzo(b)fluoranthene; carbazole; chrysene; dibenz(a,h)anthracene; di-n-butyl phthalate; fluorine, naphthalene, phenanthrene; pyrene; arsenic; and lead.

COCs for groundwater at the AOE-1 portion of the Act 2 Site include, among others, the following chemical materials: benzene; ethylbenzene; vinyl chloride; total xylenes; 4-methylphenol; benzo(a)pyrene; bis(2)ethylhexylphthalate; naphthalene, antimony; arsenic, beryllium; cadmium; lead; manganese; vanadium; and phthalic acid/phthalic anhydride.

Remedial actions, land use restrictions, engineering controls, and institutional controls are relied upon in order to meet Act 2 statewide health and site specific cleanup standards at the portion of the Property that lies within the AOE-1 portion of the Act 2 Site. This Covenant is the sole remedial action required to meet the Act 2 requirements with respect to the portion of the Property that lies within AOE-1. Additional information regarding remedial actions taken at the Property and compliance with Act 2 can be found in the RIR and Cleanup Plan. Copies of these documents, as well as other documentation in the Department's administrative record for the Property and the Act 2 Site, are available for inspection at the Department's Southwest Regional Office, 400 Waterfront Drive, Pittsburgh, Pennsylvania, 15222.

During 2009 Grantor (Newbury Development Associates, LP) placed and compacted clean fill on the portion of the Property designated as Area B (as such area is depicted on Exhibit C-2). The contour lines on Exhibit C-2 depict the approximate depth (in feet) of the fill placed and currently existing on Area B on the date of this Environmental Covenant as measured vertically from the surface of the ground as it existed just prior to the time that the fill was placed on Area B.

5. **Activity and Use Limitations.** Those portions of the Property identified as Area A and Area B on Exhibit B-2 are subject to the following activity and use limitations (the "Activity and Use Limitations"), which the Owner and each subsequent owner or occupier of the Property shall abide by:

- A. Groundwater at and under those portions of the Property identified as Area A and Area B on Exhibit B-2 shall not be extracted, consumed, or otherwise used for any purposes except as specifically set forth herein.
- B. Groundwater monitoring wells or piezometers installed on those portions of the Property identified as Area A and Area B on Exhibit B-2 as of the date of this Environmental Covenant or installed as part of a plan approved by the Department or the

U.S. EPA after the date of this Environmental Covenant shall not be disturbed and must be protected and maintained for their intended purpose at all times, except that such wells or piezometers may be closed or abandoned in accordance with applicable laws, regulations, and ordinances upon approval of the Department or U.S. EPA.

- C. Use of those portions of the Property identified as Area A and Area B on Exhibit B-2 by any and all present or future owners or occupiers shall be limited to “nonresidential property” uses, as the term “nonresidential property” is defined in Section 103 of Act 2, 35 P.S. § 6026.103.
- D. All excavated soils or waste materials removed from those portions of the Property identified as Area A and Area B on Exhibit B-2 shall be managed, transported, and disposed in accordance with all applicable federal, state, and local laws, regulations, and ordinances, including, without limitation, the Pennsylvania Solid Waste Management Act, 35 P.S. § 6018.101 *et. seq.*
- E. The construction or erection of any building, structure, or physical improvement intended for occupation by inhabitants upon those portions of the Property identified as Area A on Exhibit C-1 shall be conducted in accordance with the Post Remediation Care Plan for the Property which is dated February 2012 and was submitted as part of the Final Report for the Property under Act 2 as approved by the Department under Act 2 and maintained in the records of the Department (the “PRCP”), as the same may hereafter be modified or amended and further, insofar as any such portion of Area A may contain levels of chemical constituents that may expose potential inhabitants to potential risks of vapor intrusion to indoor air, shall include installation and maintenance of measures sufficient to mitigate against potential vapor intrusion of hazardous substances in such building, structure, or physical improvement, including, but not limited to, sub-slab vapor collection systems, vapor barriers, special building foundations or other proven control measures. Alternatively, soil gas sampling, vapor intrusion assessment or other adequate sampling measures may be conducted to demonstrate that such vapor mitigation measures are unnecessary at either: (a) those portions of the Property identified in the Cleanup Plan as containing levels of chemical constituents that may expose inhabitants to potential risks of vapor intrusion of indoor air; or (b) the specific location of such proposed building, structure, or

improvement situated within such portions of the Property. No construction or erection of any such building, structure, or improvement situated within such portions of Area A shall be undertaken or commenced without the prior written approval of the Department with respect to the proposed vapor mitigation measures or sampling analyses, as the case may be.

- F. The excavation, intrusion into, or disturbance of surface or subsurface soils or waste materials on the portion of the Property identified as Area A on Exhibit C-1 shall be planned, managed and conducted in accordance with the PRCP.
- G. As depicted on Exhibit C-2, as much as 26 feet of new, clean fill was placed on the portion of the Property identified as Area B on Exhibit C-2. (The contour lines on Exhibit C-2 depict the approximate depth (in feet) of the fill existing on Area B as of the date of this Environmental Covenant as measured vertically from the surface of the ground as it existed just prior to the time that the fill was placed on Area B). The excavation, intrusion into, or disturbance of surface or subsurface soils on Area B within four (4) feet of or into the previous surface of the ground that existed prior to the placement of fill shall be planned, managed and conducted in accordance with the PRCP. Any excavation, intrusion into, or disturbance of soils more than four (4) feet above the surface of the ground as it existed just prior to the time the fill was placed on Area B, need not be conducted in accordance with the PRCP.
- H. Use of the Property that are identified as Area A and Area B on Exhibit B-2 in a manner that is inconsistent with or that will negatively impact the investigative or remedial measures undertaken by Beazer, Newbury Development Associates, LP or any other third party under Act 2 or any other applicable federal, state, or local law, regulation, or ordinance, is prohibited.

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.** Every two years following the date of the Department's execution of this Environmental Covenant, or upon written request by the Department, Owner and each subsequent owner shall submit, to the Department and Holders, written documentation regarding compliance with the Activity and Use Limitations in this Environmental Covenant, and concerning proposed changes in use of the Property, and the 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 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, the Owner shall file this Environmental Covenant with the Recorder of Deeds for Allegheny County and send a file-stamped copy of this Environmental Covenant to the Department within 60 days after this Environmental Covenant is returned by the Recorder following recordation. Within that time period, the Owner 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: Environmental Cleanup Program Manager; Pennsylvania Department of Environmental Protection; Southwest Regional Office; 400 Waterfront Drive; Pittsburgh, PA 15222-4745.

12. **Existing Deed Restriction Not Terminated.** This Environmental Covenant shall not terminate any of the, and is intended to be in addition to all, obligations, prohibitions, and/or restrictions established under that certain Declaration of Property Use Restrictions dated November 12, 2007 and recorded with the Allegheny County Recorder of Deeds on November 14, 2007 as Instrument Number 2007-36349 in Deed Book Volume 13438, Page 219.

[SIGNATURES ON FOLLOWING PAGE]

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

HOLDER:

Beazer East, Inc.

Date: 9-21-2012

By:

Name: Charles E. McChesney II

Title: Vice President & Secretary

PROPERTY OWNER/GRANTOR/HOLDER:

Newbury Development Associates, LP,  
a Pennsylvania limited partnership

By: Newbury Development Management, LLC,  
a Pennsylvania limited liability company,  
its general partner

Date: 9-18-2012

By:

Name: Brett A. Malky

Title: Manager

APPROVED, by Commonwealth of Pennsylvania,  
Department of Environmental Protection

Date: 9/28/12

By:

Name: David E. Etoale

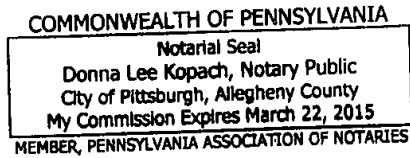
Title: DEP Manager



COMMONWEALTH OF PENNSYLVANIA )  
 )  
COUNTY OF ALLEGHENY ) SS:

On this, the 21 day of SEPTEMBER, 2012, before me, the undersigned officer, personally appeared CHARLES E. McCHESNEY II, who acknowledged himself to be the VICE PRESIDENT & SECRETARY of Beazer East, Inc., and that he as such V. PRES. & SECR., being authorized to do so, executed the foregoing Environmental Covenant for the purposes therein contained by signing the name of the corporation by himself as VICE PRESIDENT & SECRETARY.

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



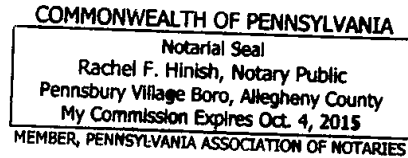
Donna Lee Kopach  
Notary Public

COMMONWEALTH OF PENNSYLVANIA )  
 )  
COUNTY OF Allegheny ) SS:

On this, the 18 day of September, 201<sup>12</sup>, before me, the undersigned officer, personally appeared Brett A. Malky, who acknowledged himself to be a Manager of Newbury Development Management, LLC, the general partner of Newbury Development Associates, LP, and that he as such Manager of the general partner, being authorized to do so, executed the foregoing Environmental Covenant for the purposes therein contained by signing his name of the limited partnership by himself as such Manager of the general partner.

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

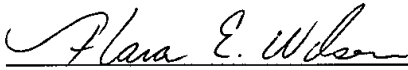
Rachel F. Hinish  
Notary Public



COMMONWEALTH OF PENNSYLVANIA )  
 )  
COUNTY OF ALLEGHENY ) SS:

On this, the 28<sup>th</sup> day of September, ~~2011~~<sup>2012</sup>, before me, the undersigned officer, personally appeared DAVID E. EBERLE who acknowledged himself/herself to be the Environmental Cleanup 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.

  
\_\_\_\_\_  
Notary Public



COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Flora E. Wilson, Notary Public  
City of Pittsburgh, Allegheny County  
My Commission Expires April 26, 2015  
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

**EXHIBIT A**

[Metes and Bounds Description of New HIA Parcel]

PROPERTY DESCRIPTION  
AREA OF EVALUATION – 1, WITHIN PARCEL A

All that certain Area of Evaluation – 1, within Parcel A of the Newbury Plan of Lots, recorded in the Department Of Real Estate Office of Allegheny County in Plan Book Volume 260, Page 32, situate in the Township of South Fayette, County of Allegheny, Commonwealth of Pennsylvania, more particularly bounded and described as follows:

Beginning for reference at a point on the Easterly side of Presto-Sygan Road, S.R. 3028, Route 379, 60' wide, said point also being on the Westerly side of 1<sup>st</sup> Revised Parcel D of the Newbury Plan of Lots, 2<sup>nd</sup> Revision, recorded at the Department of Real Estate Office of Allegheny County in Plan Book Volume 266, Page 172; thence along the Westerly line of 1<sup>st</sup> Revised Parcel D of the aforesaid Newbury Plan of Lots, 2<sup>nd</sup> Revision, South 35°12'31" East, 48.18' to a point being the true place of beginning; thence continuing along the Westerly line of 1<sup>st</sup> Revised Parcel D of the aforesaid Newbury Plan of Lots, 2<sup>nd</sup> Revision, South 35°12'31" East, 152.03' to a point at the northwesterly corner of Parcel B of the Newbury Plan of Lots, 1<sup>st</sup> Revision, recorded in the Department of Real Estate Office of Allegheny County in Plan Book Volume 261, Page 166; thence along the Westerly line of Parcel B of the aforesaid Newbury Plan of Lots, 1<sup>st</sup> Revision, the following three (3) courses and distances, viz:

South 54°47'29" West, 16.48' to a point; thence by an arc of a circle deflecting to the left in a southwestwardly direction, having a radius of 300.00', an arc distance of 405.82' (chord bearing and distance, South 16°02'17" West, 375.58') to a point; thence South 22°42'55" East, 39.48' to a point on the northerly line of property of now or formerly Pittsburgh & West Virginia Railway Company and Norfolk & Western Railway; thence along the northerly line of property of now or formerly Pittsburgh & West Virginia Railway Company and Norfolk & Western Railway, by an arc of a circle deflecting to the left in a southwestwardly direction, having a radius of 2010.08', an arc distance of 557.59' (chord bearing and distance, South 56°19'48" West, 555.80') to a point on a northeasterly corner of Parcel A of the aforesaid Newbury Plan of Lots; thence through Parcel A of the aforesaid Newbury Plan of Lots the following eight (8) courses and distances, viz: North 77°59'36" West, 34.51' to a point; thence North 02°48'27" East, 148.28' to a point; thence North 39°59'55" East, 58.76' to a point; thence North 35°00'12" East, 336.79' to a point; thence North 32°57'41" East, 198.99' to a point; thence North 30°50'54" East, 129.01' to a point; thence North 42°43'17" East, 87.76' to a point; thence North 61°29'13" East, 43.79' to a point at the true place of beginning.

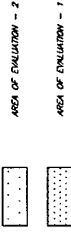
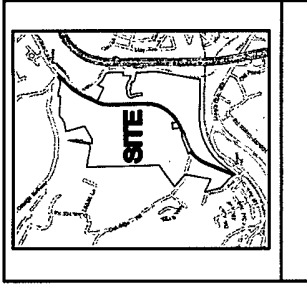
Contains: 171,694.45 Sq. Ft. or 3.942 Acres.

**EXHIBIT B-1**

[Map Depicting Act 2 Site]

**SUBMITTAL & REVISION RECORD**

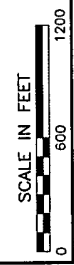
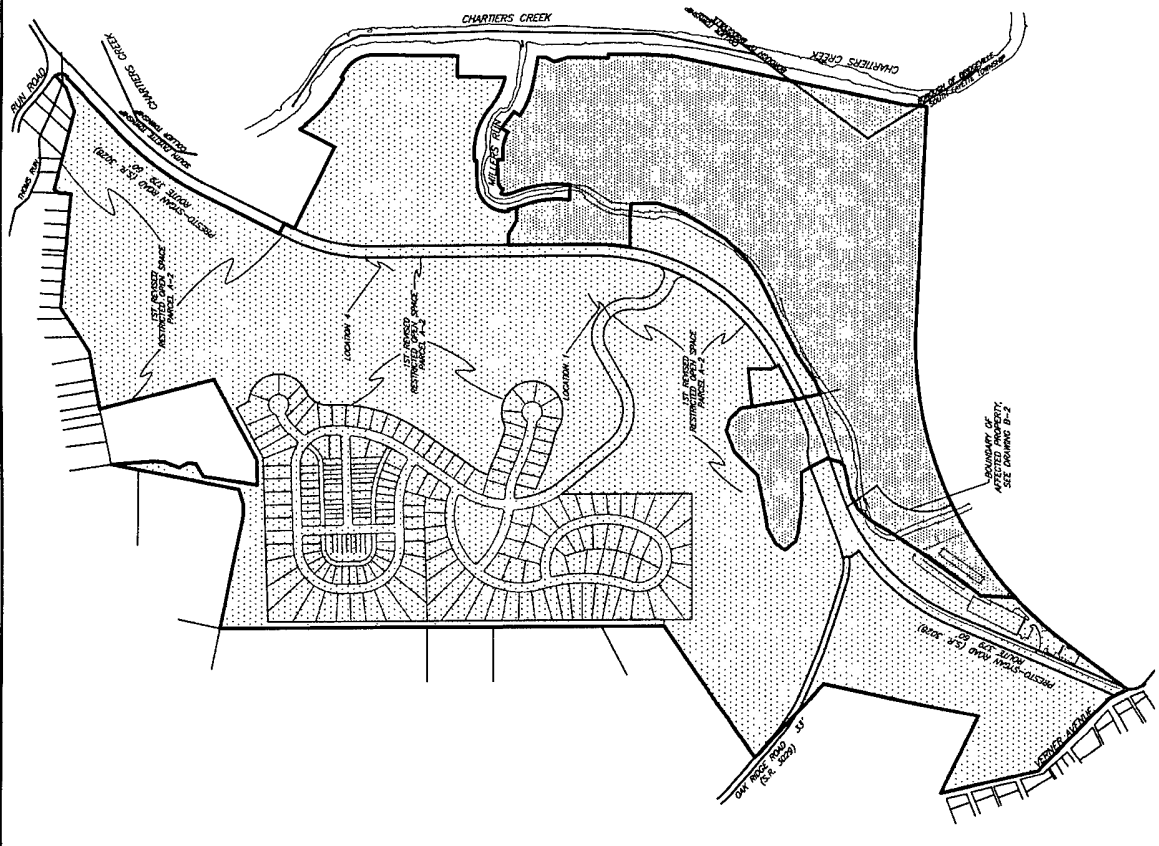
NO	DATE	DESCRIPTION
1	10/10/12	REVISED PARCEL DATA



**Civil & Environmental Consultants, Inc.**  
 333 Baldwin Road - Pittsburgh, PA 15205  
 412-429-2324 - 800-365-2324  
 www.cecinc.com

**SITE PLAN**  
 Situate in  
**SOUTH FAYETTE TWP. & BRIDGEVILLE BORO., ALLEGHENY CO., PENNSYLVANIA**  
 Made for  
**NEWBURY DEVELOPMENT, L.P.**

DATE:	7/1/2011	SCALE:	1"=600'	EXHIBIT:	
DRAWN BY:	MST	CHECKED BY:	TJM		<b>B-1</b>
PROJECT NO.:	051-827	APPROVED BY:	DPS		SHEET 1 OF 1



**EXHIBIT B-2**

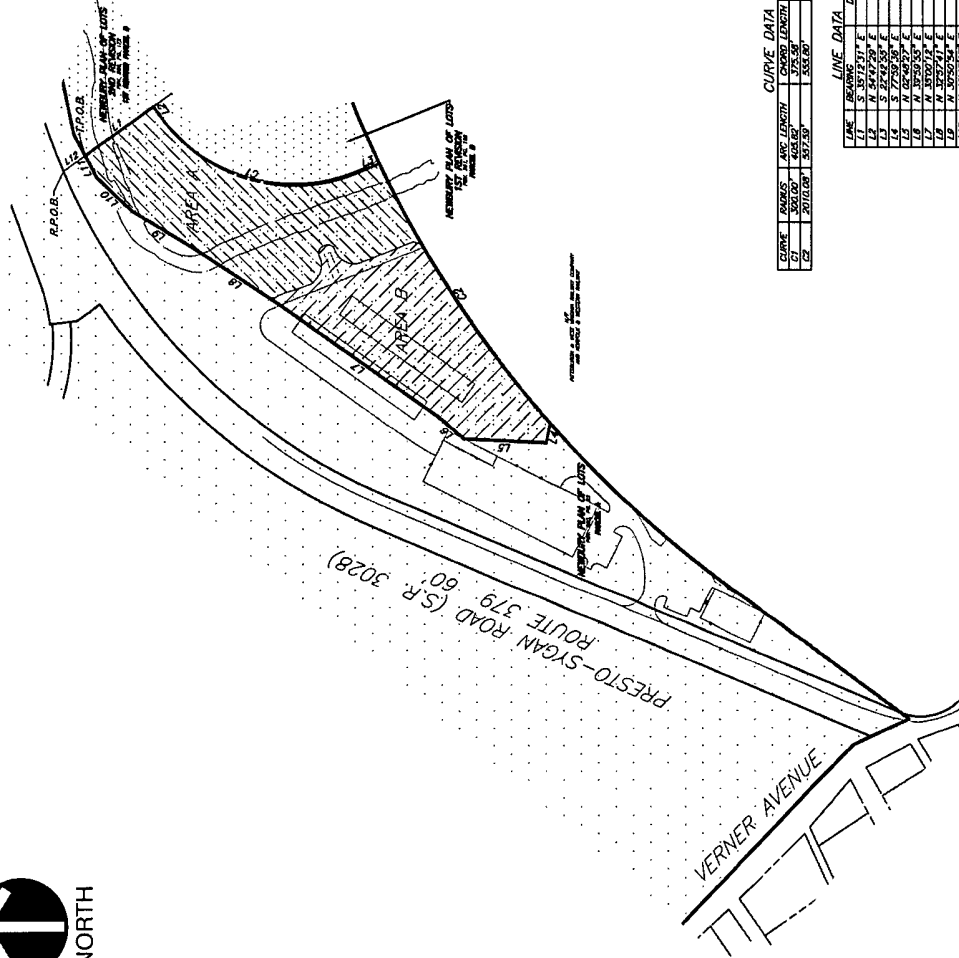
[Plan Depicting Areas A and B]



**SUBMITTAL & REVISION RECORD**

NO	DATE	DESCRIPTION
1	10/10/12	REVISIONS PER COMMENTS

NOTE: AREA A AND AREA B ARE "SUBDIVIDED" PORTIONS OF THE AREA DESCRIBED IN THE LEGAL DESCRIPTION.

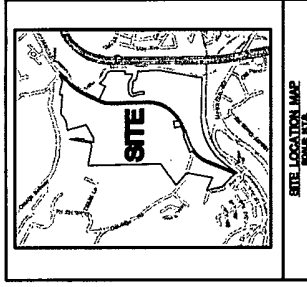


**CURVE DATA**

STATION	CHORD BEARING	CHORD LENGTH	ARC BEARING	ARC LENGTH	PIECE POINT
1+00.00	S 85°12'31" E	55.61	N 85°12'31" E	175.01	1+55.61
2+00.00	S 85°12'31" E	55.61	N 85°12'31" E	175.01	2+111.22

**LINE DATA**

LINE	BEARING	DISTANCE
1.1	N 85°12'31" E	175.01
1.2	N 85°12'31" E	175.01
1.3	S 85°12'31" E	175.01
1.4	N 85°12'31" E	175.01
1.5	N 85°12'31" E	175.01
1.6	N 85°12'31" E	175.01
1.7	N 85°12'31" E	175.01
1.8	N 85°12'31" E	175.01
1.9	N 85°12'31" E	175.01
1.10	N 85°12'31" E	175.01
1.11	S 85°12'31" E	175.01
1.12	S 85°12'31" E	175.01



**TOTAL PLAN AREA**  
171,694.45 SQ. FT.  
3.942 ACRES



AREA OF EVALUATION - 2



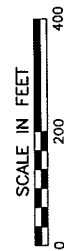
AREA OF EVALUATION - 1



**Civil & Environmental Consultants, Inc.**  
333 Baldwin Road • Pittsburgh, PA 15205  
412-429-2324 • 800-365-2324  
www.cecinc.com

**SITE PLAN**  
Situate In  
**SOUTH FAYETTE TOWNSHIP**  
**ALLEGHENY CO., PENNSYLVANIA**  
Map No. For  
**NEWBURY DEVELOPMENT, L.P.**

DATE: 7/1/2011 SCALE: 1"=200' DRAWN BY: MST  
PROJECT NO.: 051-937 APPROVED BY: TLM  
SHEET: 1 OF 1



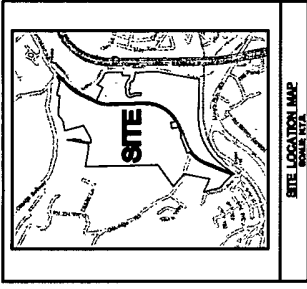
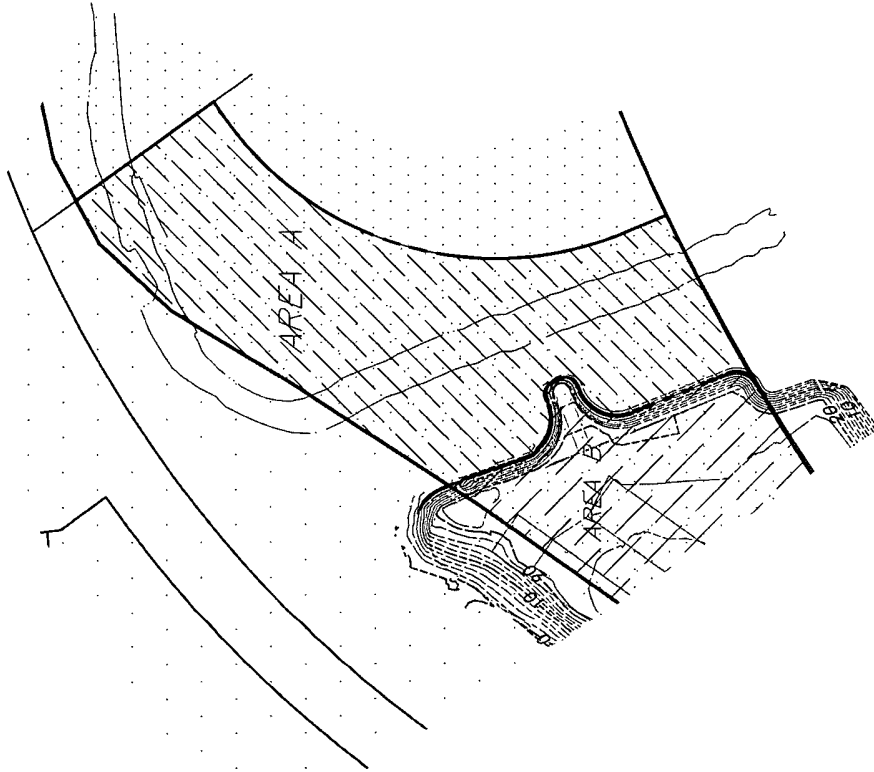
**EXHIBIT C-1**

[Plan Depicting Area A]



**SUBMITTAL & REVISION RECORD**

NO	DATE	DESCRIPTION
1	1/11/2012	REVISIONS PER COMMENTS



— 20 — DEPTH OF FILL



AREA OF EVALUATION - 2

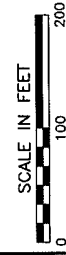


AREA OF EVALUATION - 1



**Civil & Environmental Consultants, Inc.**  
 333 Baldwin Road - Pittsburgh, PA 15205  
 412-425-2324 - 800-365-2324  
 www.cecinc.com

**SITE PLAN  
 (AREA A)**  
 Situate in  
**SOUTH FAYETTE TOWNSHIP  
 ALLEGHENY CO., PENNSYLVANIA**  
 Maps For  
**NEWBURY DEVELOPMENT, L.P.**

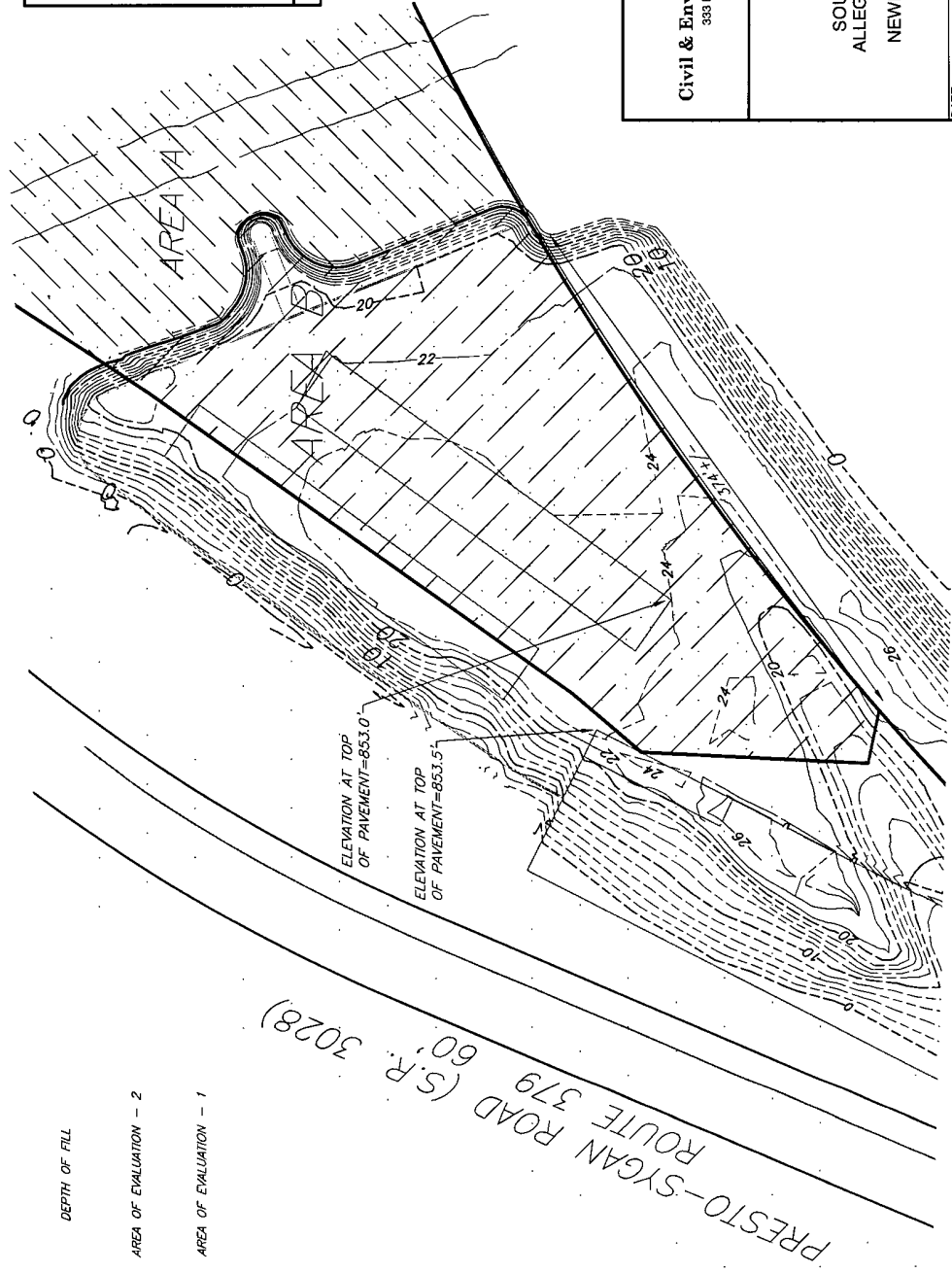
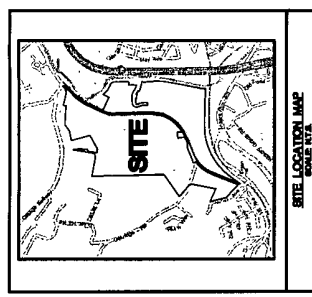


DATE:	7/1/2011	SCALE:	1" = 100'	EXHIBIT:	
DRAWN BY:	MST	CHECKED BY:	TLM	<b>C-1</b>	
PROJECT NO.:	651-937	APPROVED BY:	DFS	SHEET 1 OF 1	

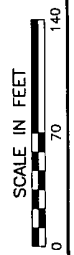
**EXHIBIT C-2**

[Plan Depicting Area B]

SUBMITTAL & REVISION RECORD		
NO.	DATE	DESCRIPTION
1	10/12/12	REVISIONS PER COMMENTS



- 20 — DEPTH OF FILL
- ▭ AREA OF EVALUATION - 2
- ▭ AREA OF EVALUATION - 1



**Civil & Environmental Consultants, Inc.**  
333 Baldwin Road - Pittsburgh, PA 15205  
412-429-2324 - 800-395-2324  
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**SITE PLAN**  
(AREA B)  
Situate in  
**SOUTH FAYETTE TOWNSHIP**  
**ALLEGHENY CO., PENNSYLVANIA**  
Made For  
**NEWBURY DEVELOPMENT, L.P.**

DATE: 7/11/2011 SCALE: 1"=70' EXHIBIT  
DRAWN BY: MSJ CHECKED BY: TLM  
PROJECT NO. 051-997 APPROVED BY: DFS SHEET 1 OF 1

C-2