



60 2017 00034619

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

Instrument Number: 2017-34619

BK-DE VL-17003 PG-344

Recorded On: November 03, 2017 As-Deed Agreement

Parties: BEAZER EAST INC

To NEWBURY DEVELOP ASSOCIATES L P

# 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	

Certified On/By-> 11-03-2017 / Belinda Gibbs 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: 2017-34619  
Receipt Number: 3332384  
Recorded Date/Time: November 03, 2017 03:58:50P  
Book-Vol/Pg: BK-DE VL-17003 PG-344  
User / Station: M Ward-Davis - Cash Station 25

NEWBURY DEVELOP ASSOCIATES LP  
1263 NEWBURY FINANCIAL  
ATTN ERIC NEWHOUSE  
BRIDGEVILLE PA 15017



*Jerry Tyskiewicz*  
Jerry Tyskiewicz, Director  
Rich Fitzgerald, County Executive

Environmental Covenant

When recorded, return to:  
Newbury Development Associates, LP  
1263 Newbury Highland  
Bridgeville, PA 15017  
Attn: Eric Newhouse

**The County Parcel Identification No. of the Property is:** 0256-F-00015-0000-00  
**GRANTOR:** Beazer East, Inc., a Delaware corporation  
**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 identified in Paragraph 1 to the Activity and 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 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' 37"; West -80° 07' 59".  
The Property has been known by the following name(s): Reichhold, Inc.; Seldon Company; American Cyanamid Corporation; Koppers Company; Koppers Company, Inc.; Solid Waste Management Unit K (SWMU K).  
The Department Primary Facility ID No. is: 686840  
The Land Recycling Program ID No. is: 5-2-941-1738

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"). A complete description of the Property is attached to this Environmental Covenant as Exhibit A. A map of the Act 2 Site identifying the Property is attached to this Environmental Covenant as Exhibit B-1. Exhibit B-2 to this Environmental Covenant is a map of the Property delineating the locations of engineered soil covers within the land area subject to the Act 2 Final Report approved by the Department in a letter dated January 23, 2015.

2. **Property Owner/GRANTOR.** Beazer East, Inc., a Delaware corporation, is the owner of the Property and the GRANTOR of this Environmental Covenant. The mailing address of the owner is: Beazer East, Inc., c/o Three Rivers Management, Inc., Manor Oak One, Suite 200, 1910 Cochran Road, Mt. Lebanon, PA 15220.

3. **Holder/ GRANTEE:** The following is the GRANTEE and a “Holder,” as that term is defined in 27 Pa. C.S. § 6502, of this Environmental Covenant: Newbury Development Associates, LP, 1263 Newbury Highland, 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 6.439 acres of land which is situated entirely within AOE-1, and upon execution of this Covenant, the Property will be subject to the Activity and Use Limitations (as that term is defined in UECA § 253.1.) 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”). Prior to entry of the Act 2 Site into the Act 2 program, the SWMK received a soil cover deemed inadequate to eliminate the human direct contact pathway and a fence and warning signs were installed around the perimeter of SWMU K to prevent any future contact with soils on this portion of the Act 2 Site.

The following are the key Act 2 administrative record documents applicable to the Property. The Notice of Intent to Remediate the Act 2 Site was submitted on October 14, 2005. The RIR was submitted on June 20, 2007 and approved by the Department on October 3, 2007. The Cleanup Plan was submitted on February 5, 2008 and approved by the Department on April 23, 2008. A Cleanup Plan Amendment was submitted on April 15, 2009 and approved by the Department on May 10, 2009.

On or about January 16, 2015, a Final Report was submitted to the Department pursuant to Act 2 that discussed in detail, *inter alia*, the remedial actions completed for the attainment of Act 2 standards at the portion of AOE-1 that is planned to be the initial phase of commercial development at the Act 2 Site including the Property in this Environmental Covenant with respect to the groundwater media only. The Department approved the Final Report by letter dated January 23, 2015 as the Final Report demonstrated attainment of the Site-Specific Standard based on Non-Residential use assumptions for soil and groundwater, except with respect to the Property in this Environmental Covenant, which attained the Site-Specific Standard for groundwater media only based on Non-Residential use assumptions.

Constituents of concern (“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 demonstrate attainment and eliminate direct pathways through pathway elimination at the property to meet Act 2 site specific standards at the Act 2 Property. The Property in this Environmental Covenant (previously known as SWMU K provided with a buffer area) has attained an Act 2 Site-Specific Standard based on Non-Residential use assumptions for the groundwater media, but has not attained an Act 2 standard for the soil media and shall remain fenced and not available for any future use. Additional information regarding remedial actions taken at the Property and compliance with Act 2 for the Property of this Environmental Covenant 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. In addition, records pertaining to the contamination and remedy are located or available through EPA, Region III, 1650 Arch Street, Philadelphia, PA 19103.

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:

- A. Groundwater at and under the Property 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 the Property 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. The Property shall not be used for any purposes unless and until the Department and EPA determines in writing that the proposed use is acceptable.
- D. A fence and warning signs shall be required around the perimeter of the Property at all times, and the fence and warning signs shall be maintained in accordance with the Post Remediation Care Plan for the Property which was included as part of the Act 2 Final Report approved by the Department in a letter dated January 23, 2015.

E. At a minimum the existing soil cover within the Property shall be maintained in accordance with the Post Remediation Care Plan for the Property which was included as part of the Act 2 Final Report approved by the Department in a letter dated January 23, 2015, to include: inspection of the Property for erosion and/or exposed waste due to falling trees etc., and reestablishment of soil cover to a minimum of two (2) feet of clean soil if disturbed in any way.

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 second January following the Department's approval of this Environmental Covenant, and upon written request by the Department or the EPA, the then current Owner of the Property shall submit, to the Department, the EPA, 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. In addition, within twenty-one (21) days after a) written request by the Department or EPA, b) transfer of title of the Property or of any part of the Property affected by this Environmental Covenant, c) noncompliance with paragraph 5 (Activity and Use Limitations), d) an application for a permit or other approval for any building or site work that could affect contamination on any part of the Property, the then current owner will send a report to the DEP, the EPA and any Holder. The report will state whether or not there is compliance with paragraph 5. If there is noncompliance, the report will state the actions that will be taken to assure compliance.

8. **Access by the Department and by the EPA.** In addition to any rights already possessed by the Department and by the EPA, this Environmental Covenant grants to the Department and by the EPA 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: the Township of South Fayette; Allegheny County; 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.**

(a) This Environmental Covenant runs with the land unless 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. **EPA.**

(a) Notification. The then current owner shall provide the EPA written notice of:

- (1) the pendency of any proceeding that could lead to a foreclosure as referred to in 27 Pa. C.S. § 6509(a)(4), within seven calendar days of the owner's receiving notice of the pendency of such proceeding;
- (2) any judicial action referred to in 27 Pa. C.S. § 6509(a)(5), within seven calendar days of the owner's receiving notice of such judicial action;
- (3) any judicial action referred to in 27 Pa. C.S. § 6509(b), within seven calendar days of the owner's receiving notice of such judicial action; and
- (4) termination or amendment of this Environmental Covenant pursuant to 27 Pa. C.S. § 6510, within seven calendar days of the owner's becoming aware of such termination or amendment.

(b) Enforcement. A civil action for injunctive or other equitable relief for violating this Environmental Covenant may be maintained by the EPA.

12. Department's and EPA's Address. Communications with the Department regarding this Environmental Covenant shall be sent to:

RCRA Corrective Action Project Manager

Environmental Cleanup Program Manager

USEPA  
Land and Chemicals Division  
1650 Arch Street  
Mailcode: 3LC30  
Philadelphia, PA 19103

PA Department of Environmental Protection  
Southwest Regional Office  
400 Waterfront Drive  
Pittsburgh, PA 15222-4745

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.

[SIGNATURES ON FOLLOWING PAGE]

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

Beazer East, Inc. (Owner, Grantor)

Date: 10/18/17

By: [Signature]

Name: Charles E. McChesney II

Title: Vice President & Secretary

Newbury Development Associates, LP,  
a Pennsylvania limited partnership (Holder, Grantee)

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

Date: 10/16/2017

By: [Signature]

Name: BRETT A. MACKY

Title: PRESIDENT

APPROVED, by Commonwealth of Pennsylvania,  
Department of Environmental Protection

Date: 10/30/17

By: [Signature]

Name: Kevin Halloran

Title: Program Manager  
Environmental Cleanup & Brownfields

COMMONWEALTH OF PENNSYLVANIA )  
 )  
COUNTY OF ALLEGHENY \_\_\_\_\_ ) SS:

On this 18 day of October, 2017, before me, the undersigned officer, personally appeared Charles E. McChesney, II, who acknowledged himself to be the VP and Secretary of Beazer East, Inc., the Owner and Grantor 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.

**COMMONWEALTH OF PENNSYLVANIA**  
NOTARIAL SEAL  
Shirley O'Kelly, Notary Public  
Mt. Lebanon Twp., Allegheny County  
My Commission Expires Jan. 28, 2019  
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

Shirley O'Kelly  
Notary Public

COMMONWEALTH OF PENNSYLVANIA )  
 )  
COUNTY OF ALLEGHENY \_\_\_\_\_ ) SS:

On this, the 16th day of October, 2017, before me, the undersigned officer, personally appeared BRETT A. MALKY, who acknowledged himself to be the PRESIDENT of Newbury Development Management, LLC, the general partner of Newbury Development Associates, LP, the Grantee 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.

**COMMONWEALTH OF PENNSYLVANIA**  
NOTARIAL SEAL  
Mary E. Greffin, Notary Public  
South Fayette Twp., Allegheny County  
My Commission Expires Sept. 25, 2019  
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

Mary E. Greffin  
Notary Public

COMMONWEALTH OF PENNSYLVANIA )  
 )  
COUNTY OF ALLEGHENY \_\_\_\_\_ ) SS:

On this 30<sup>th</sup> day of October, 2017, before me, the undersigned officer, personally appeared Kevin Halloran who acknowledged himself to be the Program Manager, Environmental Cleanup & Brownfields 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.

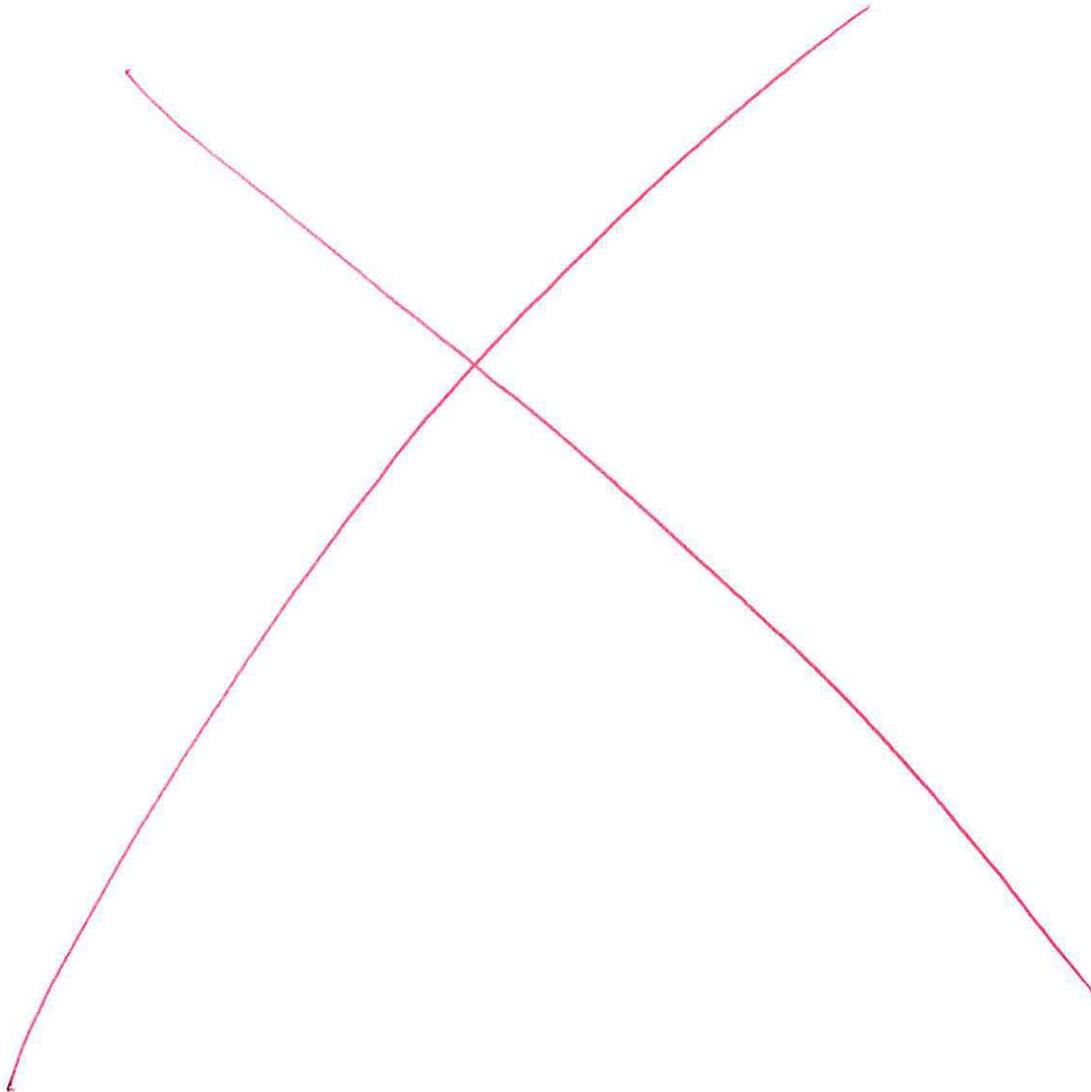
In witness whereof, I hereunto set my hand and official seal.

Cassandra A. Fritch  
Notary Public

**COMMONWEALTH OF PENNSYLVANIA**  
NOTARIAL SEAL  
Cassandra A. Fritch, Notary Public  
City of Pittsburgh, Allegheny County  
My Commission Expires July 3, 2021  
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

**EXHIBIT A**

[Metes and Bounds Description of the Property]



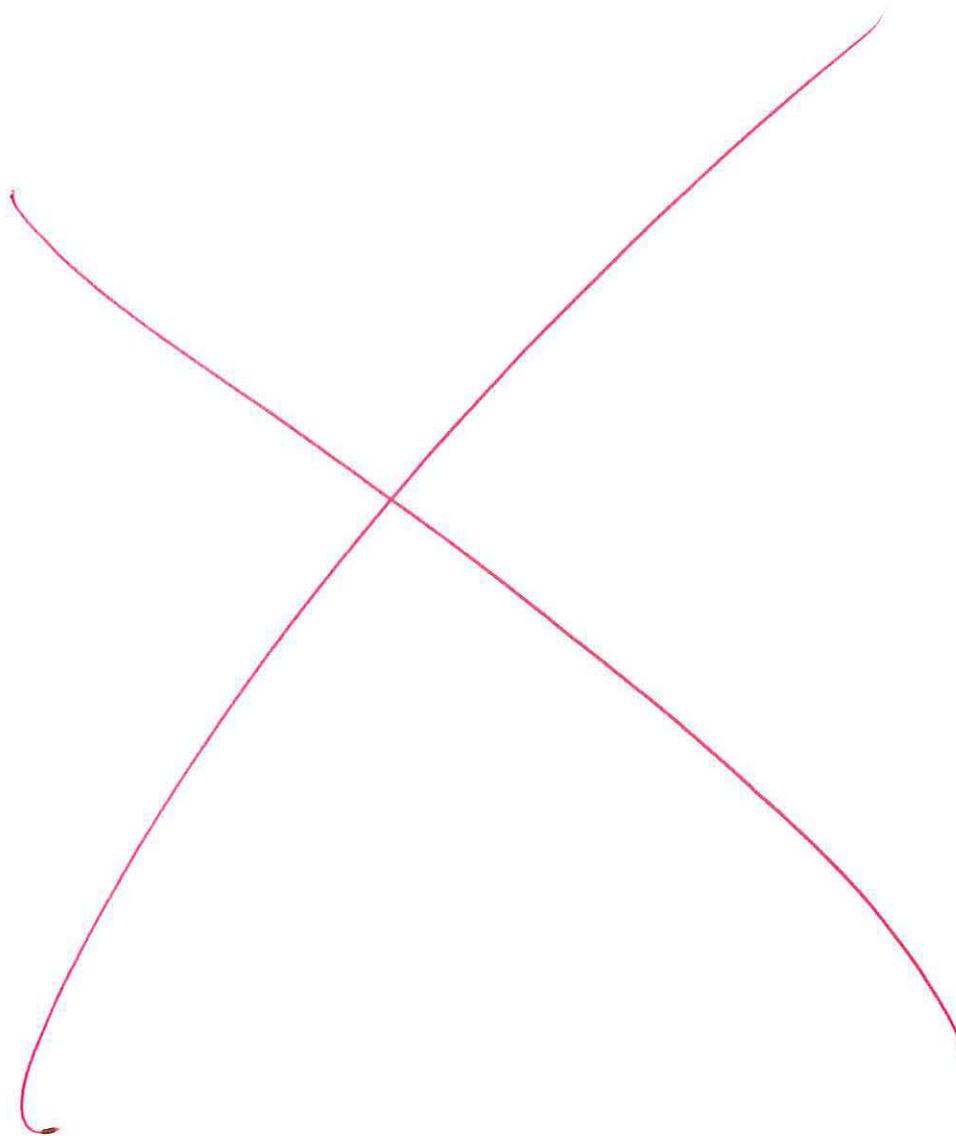
**RESTRICTED AREA DESCRIPTION**  
**SWMU-K**  
**7.116 ACRES**  
**SOUTH FAYETTE TOWNSHIP**  
**ALLEGHENY COUNTY, PENNSYLVANIA**

All that certain restricted area, being Parcel K of the Newbury Plan of Lots, recorded in the Department of Real Estate Office of Allegheny County in Plan Book Volume 260, Page 32, and being part of Presto-Sygan Road, S.R. 3028, Route 379, 60' wide, 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 at a northeasterly corner of Revised Parcel A of the Newbury Plan of Lots, 8<sup>th</sup> Revision, recorded in the Department of Real Estate Office of Allegheny County in Plan Book Volume 275, Page 72, said point also being a northwesterly corner of 2<sup>nd</sup> Revised Parcel D-1 of the Newbury Plan of Lots-11<sup>th</sup> Revision, recorded in the Department of Real Estate Office of Allegheny County in Plan Book Volume 282, Page 101; thence along the northerly line of 2<sup>nd</sup> Revised Parcel D-1 of the aforesaid Newbury Plan of Lots-11<sup>th</sup> Revision, the following two (2) courses and distances, viz: by an arc of a circle deflecting to the right in a northeastward direction, having a radius of 1116.28', an arc distance of 88.20' (chord bearing and distance, North 68°30'12" East, 88.17') to a point; thence North 70°46'01" East, 183.52' to a point, being the **TRUE PLACE OF BEGINNING**; thence through the right of way of Presto-Sygan Road, S.R. 3028, Route 379, 60' wide, North 63°32'24" West, 154.54' to a point on a northerly line of Parcel 1 of the Newbury Plan of Lots, 2<sup>nd</sup> Revision, recorded in the Department of Real Estate Office of Allegheny County in Plan Book Volume 266, Page 172; thence along the dividing line of Parcel 1 of the aforesaid Newbury Plan of Lots, 2<sup>nd</sup> Revision, along the dividing line of the 2<sup>nd</sup> Revised Restricted Open Space Parcel A-2 and along the dividing line of property of now or formerly Bethany Cemetery the following North 84°49'41" West, 173.43' to a point; thence North 73°47'07" West, 186.20' to a point; thence North 00°18'33" East, 106.72' to a point; thence North 84°32'32" West, 133.35' to a point; thence North 08°09'58" East, 138.25' to a point; thence North 87°41'29" East, 152.69' to a point; thence South 78°14'12" East, 207.88' to a point; thence North 77°50'52" East, 163.66' to a point; thence North 45°06'07" East, 175.41' to a point; thence North 68°30'40" East, 122.34' to a point; thence South 73°53'54" East, 62.08' to a point; thence South 44°20'31" East, 85.99' to a point; thence South 08°40'22" East, 60.15' to a point; thence South 08°40'22" East, 226.70' to a point on the northerly right of way line of Presto-Sygan Road, S.R. 3028, Route 379, 60' wide, and the southerly line of property of now or formerly Bethany Cemetery; thence along the northerly line and through the right of way of Presto-Sygan Road, S.R. 3028, Route 379, 60' wide, the following two (2) courses and distances, viz: South 27°32'59" East, 17.00' to a point; thence South 07°40'14" East, 45.71' to a point on the northerly line of 2<sup>nd</sup> Revised Parcel D-1 of the aforesaid Newbury Plan of Lots-11<sup>th</sup> Revision; thence along the northerly line of 2<sup>nd</sup> Revised Parcel D-1 of the aforesaid Newbury Plan of Lots-11<sup>th</sup> Revision, the following two (2) courses and distances, viz: by a non tangent arc of a circle deflecting to the right in a southwestward direction, having a

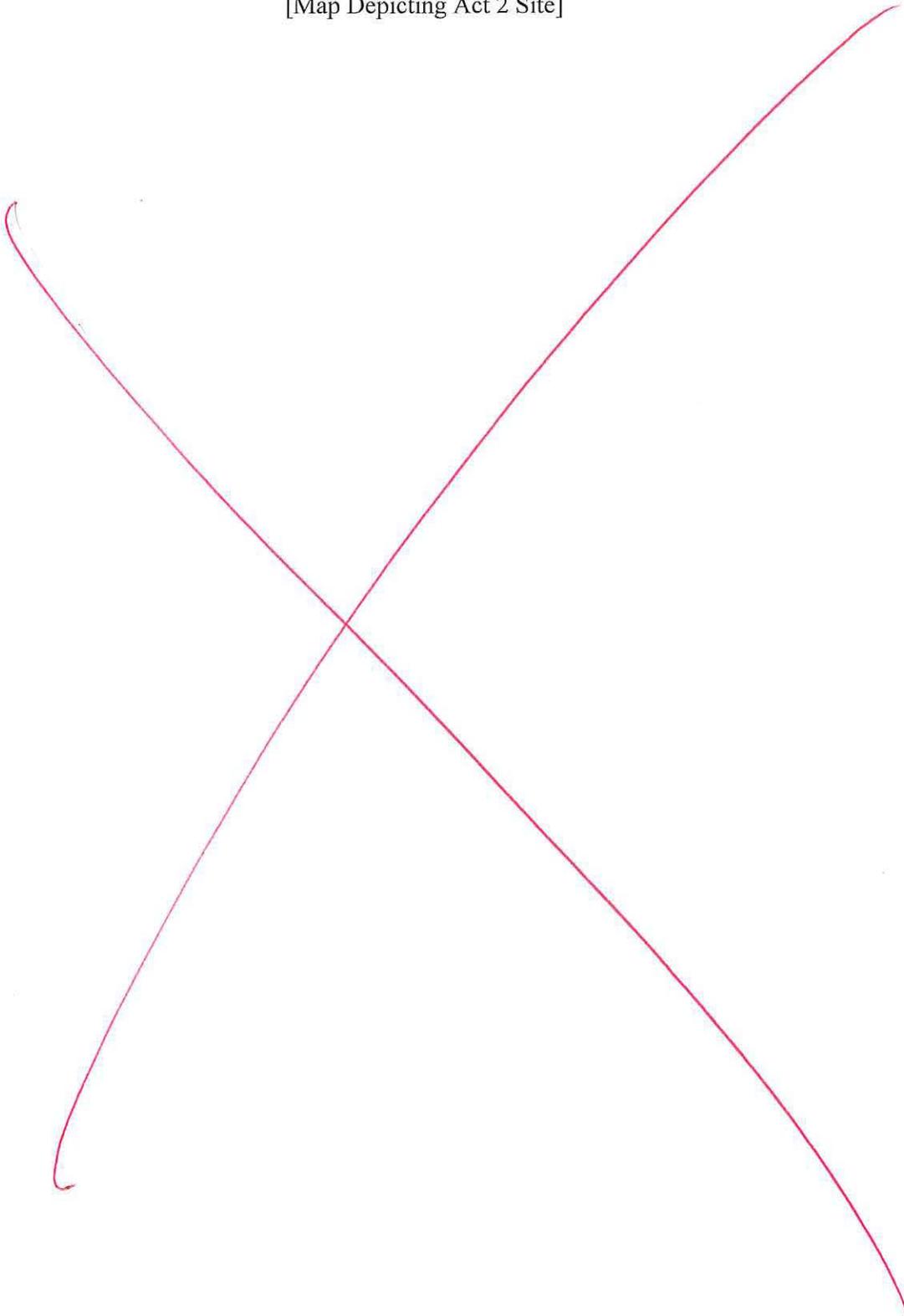
radius of 2113.68', an arc distance of 298.27' (chord bearing and distance,  
South 66°43'27" West, 298.02') to a point; thence South 70°46'01" West, 58.20' to a  
point, at the **TRUE PLACE OF BEGINNING**.

Contains: 309,955.21 Sq. Ft. or 7.116 Acres.



**EXHIBIT B-1**

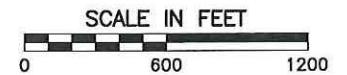
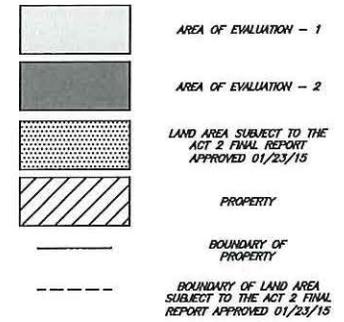
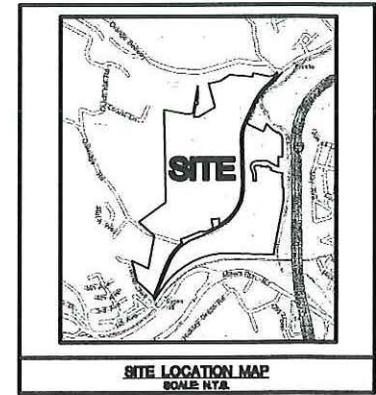
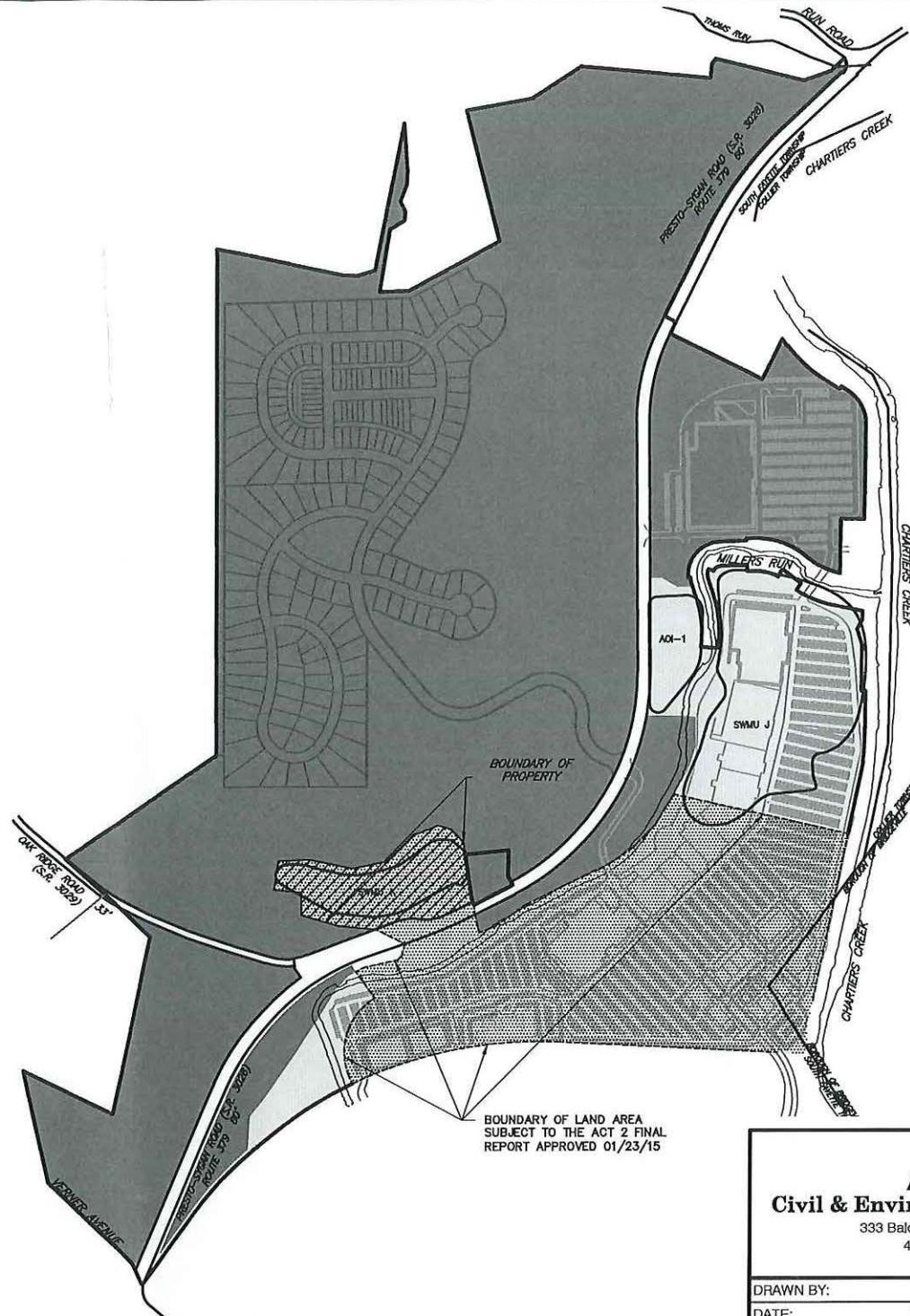
[Map Depicting Act 2 Site]





NORTH

S:\Projects\2005\051-637\081-268-EXHIBITS-AOE\TASK 0020\081268.0020-EXHIBIT B-1-3.dwg[EXHIBIT B-1] LS(9/28/2017 - mtheocr) - LF: 9/28/2017 12:42 AM



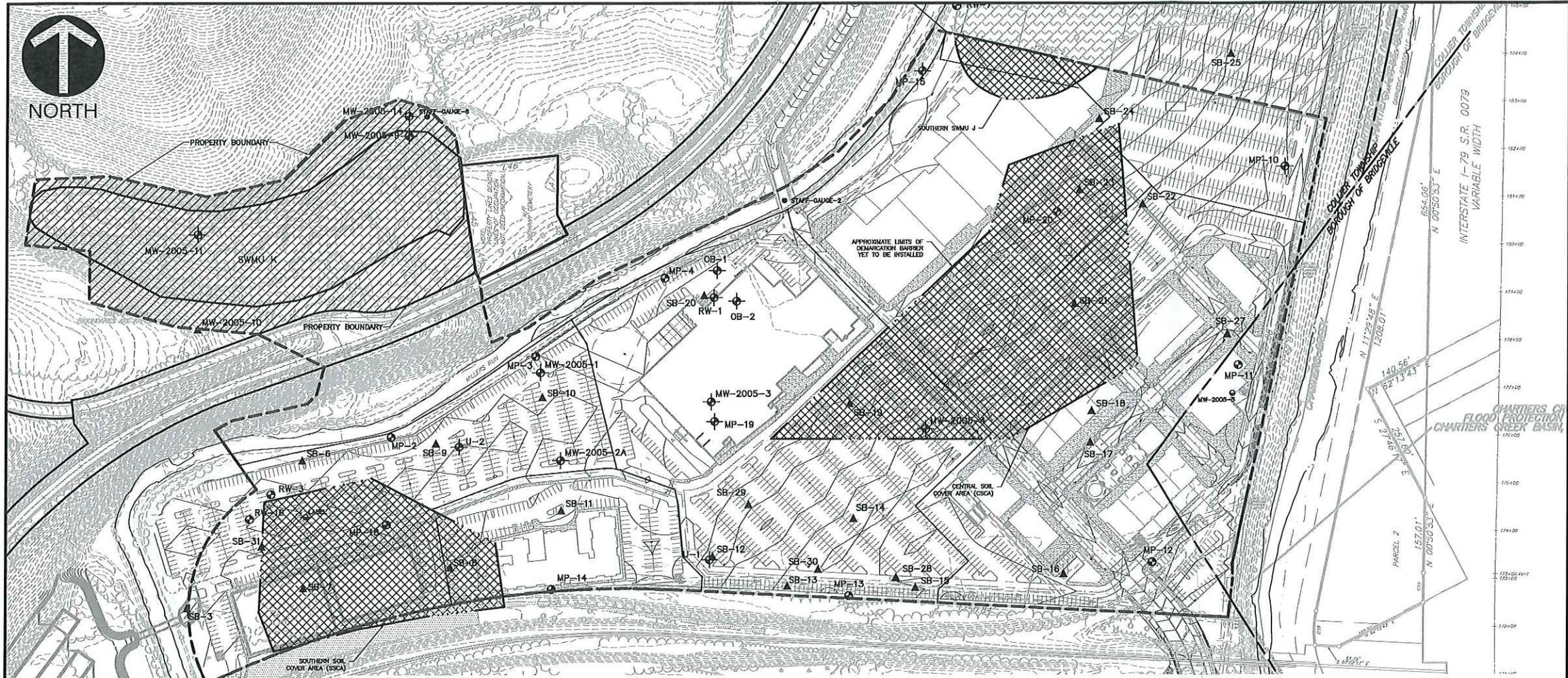
\* HAND SIGNATURE ON FILE

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

FORMER REICHOLD CHEMICAL, INC. SITE  
NEWBURY DEVELOPMENT ASSOCIATES, LP  
SOUTH FAYETTE TOWNSHIP  
ALLEGHENY COUNTY, PENNSYLVANIA

SITE PLAN

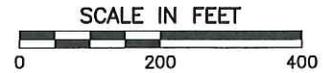
DRAWN BY:	JAS	CHECKED BY:	TLM	APPROVED BY:	*DFS	EXHIBIT:	<b>B-1</b>
DATE:	7/15/2014	DWG SCALE:	1"=600'	PROJECT NO:	081-268		



**LEGEND**

- MW-2005-4 ACT 2 WATER TABLE MONITORING WELL
- MW-2005-5 ACT 2 DEEP (BEDROCK) MONITORING WELL
- MP-10 SHALLOW MONITORING WELL
- MP-12 INTERMEDIATE WELL
- MP-22 DEEP (BEDROCK) WELL
- STAFF-GAUGE-2 ACT 2 STAFF GAUGE
- SB-17 ACT 2 SOIL BORING
- PROPERTY
- APPROXIMATE LIMITS OF SOIL COVER IDENTIFIED IN THE ACT 2 FINAL REPORT APPROVED 01/23/15
- PROPOSED POST DEVELOPMENT CONTOURS
- PRE-DEVELOPMENT CONTOURS

BOUNDARY OF LAND AREA SUBJECT TO THE ACT 2 FINAL REPORT APPROVED 01/23/15



**REFERENCE**

1. MONITORING WELLS AND BORING LOCATIONS PROVIDED BY ARCADIS BBL DRAWINGS "SOIL CONCENTRATION MAP-FIGURE 10" AND "GROUNDWATER CONCENTRATION MAP-FIGURE 11", 6/23/2008.
2. TOPOGRAPHY PROVIDED BY PVE SHEFFLER DRAWING "EXISTING CONDITIONS C-100".
3. PROPOSED LAYOUT PROVIDED BY KU RESOURCES, INC. DRAWING "XREF-MARKET", 4/10/2014.
4. PROPERTY BOUNDARY AND SOIL COVER AREAS PROVIDED BY EQA LANDMARK COMMUNITIES, LP PDF'S "NEWBURY MARKET PHASE 1 - AREA FOR LEGAL DESCRIPTION", 3/2014 AND "CENTRAL SOIL COVER AREA - DEMARCATION BARRIER", 1/24/2014.

\* HAND SIGNATURE ON FILE

<p><b>Civil &amp; Environmental Consultants, Inc.</b>          333 Baldwin Road - Pittsburgh, PA 15205          412-429-2324 · 800-365-2324          www.cecinc.com</p>		<p>FORMER REICHHOLD CHEMICAL, INC. SITE          NEWBURY DEVELOPMENT ASSOCIATES, LP          SOUTH FAYETTE TOWNSHIP          ALLEGHENY COUNTY, PENNSYLVANIA</p> <p>SITE DEVELOPEMENT CONTOURS, REQUIRED          SOIL COVER AREAS, AND SAMPLE LOCATIONS</p>	
DRAWN BY:	JAS	CHECKED BY:	TLM
DATE:	7/3/2014	DWG SCALE:	1"=200'
APPROVED BY:	*TLM	PROJECT NO:	081-268.0020
			B-2

**EXHIBIT B-2**

[Plan Depicting the Land Area subject to the Act 2 Final Report Approved 01/23/15 and the Property]

