



60 2019 00027702

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

Instrument Number: 2019-27702

BK-DE VL-17761 PG-242

Recorded On: September 10, 2019

As-Deed Agreement

Parties: PEARSON INC

To PEARSON INC

of Pages: 16

15

Comment: ENVIROMENTAL COVENANT

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

Deed Agreement 166.75
0
0
Total: 166.75

Realty Transfer Stamp

Department of Real Estate Stamp

Affidavit Attached-No	
NOT A DEED OF TRANSFER	EXEMPT
Value	

Certified On/By-> 09-09-2019 / Guy Hardy
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: 2019-27702
Receipt Number: 3636811
Recorded Date/Time: September 10, 2019 09:55:23A
Book-Vol/Pg: BK-DE VL-17761 PG-242
User / Station: T Greil - Cash Super 05

FRED GROVE
PEARSON INC
15 PLUM ST
VERONA PA 15147



Jerry Tyskiewicz
Jerry Tyskiewicz, Director
Rich Fitzgerald, County Executive

15

When recorded, return to:
Fred Grove
Pearson, Incorporated
15 Plum St, Verona, PA 15147

The County Parcel Identification Nos. of the Property are: 0363-S-00163-0000-01,
0363-S-00163-0000-00, 0363-S-00163-0001-00

GRANTOR/GRANTEE: Pearson, Incorporated

PROPERTY ADDRESS: 15 Plum St, Verona, PA 15147

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 United States Environmental Protection Agency (EPA).

1. **Property affected.** The property affected (Property) by this Environmental Covenant is located in Verona Borough, Oakmont Borough, Penn Hills Township, Allegheny County.

The latitude and longitude of the center of the Property is: 40° 30' 46.94" N and 79° 49' 58.45" W

The Property has been known by the following name(s): Koppers Company, Inc., Beazer East, Inc.

A complete description of the Property is attached to this Environmental Covenant as Exhibit A. A map of the Property is attached to this Environmental Covenant as Exhibit B.

2. **Property Owner / GRANTOR / GRANTEE.** Pearson, Inc. is the owner of the Property and the GRANTOR and GRANTEE of this Environmental Covenant.

The mailing address of the owner is: 15 Plum St, Verona, PA 15147

3. **Description of Contamination and Remedy.**

In 1996, the Beazer East, Inc. (Beazer) entered the Pennsylvania Department of Environmental Protection's (PADEP) Land Recycling Program (Act 2) to investigate and remediate the Property to site-specific standards for nonresidential reuse.

Beazer conducted a Phase II Environmental Site Assessment, which consisted of groundwater, soil, and sediment sampling, to determine the extent to which past operations at the Property impacted the environment.

The soil sampling targeted constituents associated with coal tar, which are volatile organic compounds (VOCs), semi-volatile organic compounds (SVOCs), total petroleum hydrocarbons (TPH), heavy metals and total cyanide. A total of eighteen soil borings were advanced at various locations where chemicals and/or raw materials were formerly handled on a regular basis. The soil investigation identified a subsurface layer of coal tar material located in the northern end of the Property. The subsurface layer of coal tar appears to be isolated and immobile. None of the constituents associated with coal tar were detected at levels above the PADEP direct contact for non-residential soil standards, which are consistent with EPA Regional Screening Levels (RSLs).

Groundwater samples collected from below the coal tar layer demonstrate that groundwater had not been impacted. The coal tar constituents are highly insoluble in water and no evidence of leaching was identified. As a precaution, Beazer installed an impermeable asphalt cap above the coal tar layer to eliminate direct exposures and to prevent water infiltration and potential leaching of the coal tar constituents into groundwater. Several groundwater monitoring wells were installed upgradient and downgradient of the Property. VOCs, SVOCs, heavy metals and total cyanide were not detected in the groundwater below the Property. While the subsurface coal tar layer is expected to remain immobile and is not expected to impact the groundwater directly beneath, to prevent any potential future exposures to constituents in the subsurface coal tar, EPA's Final Remedy for the Property, discussed below, requires that the groundwater under the Property be used for non-potable purposes only.

As part of the Phases II, Beazer also collected sediment samples along Plum Creek, which borders the northwest and northeast sides of the Property. The groundwater in the shallow aquifer discharges to Plum Creek. No VOCs, SVOCs, and heavy metals were detected in significant concentration in any of the Plum Creek sediment samples. Based on the results, PADEP determined that no further action at Plum Creek was warranted.

Polychlorinated biphenyls (PCBs) were detected in the sludge materials during the cleanout of the trenches and sumps in Building 6. The sludge materials and adhered soils were removed and shipped offsite for disposal. Subsequently, the trenches and sumps were cleaned with a PCBs specific cleaning solution to remove residual PCB contamination entrenched in the concrete. After several unsuccessful attempts to remove residual PCB from the concrete, the residual was left in place and capped. The trenches and sumps were lined with plastic sheeting to prevent potential leaching of PCBs, and then filled with several feet of concrete to eliminate any potential pathway of exposures. A deed restriction was placed on the Property that requires the preservation of the concrete cap that encapsulates the residual PCB contamination.

In January 1997, PADEP approved the Final Site Characterization, Cleanup Plan and Remediation Report and determined no further action at the Property was required under Act 2. As a condition of the approval, PADEP required that land use restrictions, requiring the post remediation care of the asphalt cover over the coal tar layer and the concrete encapsulation of the residual PCB contamination in Building 6, be recorded on the title for the Property.

On August 10, 2016, EPA issued a Final Decision and Response to Comments (FDRTC) in which it selected a Final Remedy for the Property. The Final Remedy requires compliance

with PADEP post remediation care plan and the restriction land and groundwater use at the Property.

4. **Administrative Record.** The administrative record pertaining to the Final Site Characterization Cleanup Plan and Remediation Report, and FDRTC is located at:

US EPA Region III
Land, Chemicals, and Redevelopment Division
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:

- The then current owner shall comply with the post remediation care plan approved by PADEP under Act 2 that requires the maintenance of the asphalt cap above the subsurface coal tar layer and the concrete cap over the former trenches and sumps in Building 6.
- The Property shall be used solely for nonresidential purposes unless it is demonstrated to EPA that such use will not pose a threat to human health or the environment, and EPA provides prior written approval for such use. Nonresidential use excludes any improvement, structure or dwelling used for living accommodations including single-family residences, apartments or condominiums, hospitals or other medical facilities, schools, childcare centers, senior centers for the elderly, live-in nursing homes, or outdoor recreational facilities such as playgrounds and parks.
- Groundwater shall be used for non-potable purposes only.

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 January following EPA's approval of this Environmental Covenant the then current owner of the Property shall submit to EPA and the Department, written documentation stating whether or not the activity and use limitations in this Environmental Covenant are being abided by. In addition, within 21 days after a) written request by EPA or the Department, 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), or 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 shall send a report to EPA and the Department. The report shall state whether or not there is

compliance with paragraph 6. If there is noncompliance, the report will state the actions that will be taken to assure compliance.

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

9. **Recording and Notification of Recording.** Within 30 days after the date that EPA approves this Environmental Covenant, the Grantee/Grantor shall file this Environmental Covenant with the Recorder of Deeds for Allegheny County in which the Property is located and send a file-stamped copy of this Environmental Covenant to EPA within 90 days of EPA's approval of this Environmental Covenant. Within that time period, Grantee/Grantor shall also send a file-stamped copy to each of the following: the Department, Penn Hills Township, Oakmont Borough, and Verona Borough.

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 paragraph 10.(b). The then current owner of the Property shall provide EPA written notice of 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.
- (b) 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) EPA.

11. **The Department.**

- (a) **Notification.** The then current owner shall provide the Department 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 Department.

12. EPA and the Department's addresses. Communications with EPA regarding this Environmental Covenant shall be sent to: U.S. EPA; Supervisory Environmental Engineer, Land, Chemicals and Redevelopment Division; RCRA Corrective Action Branch; 1650 Arch Street, Philadelphia, PA 19103 and PADEP; Program Manager, Environmental Cleanup Program; Southwest Regional Office; 400 Waterfront Dr, 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

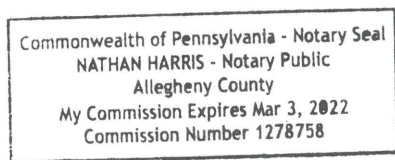
Date: _____
 Pearson, Inc., Grantor/Grantee
 By: [Signature]
 Name: Frederick Grove
 Title: President

COMMONWEALTH OF PENNSYLVANIA) [other state, if executed outside PA]
)
 COUNTY OF Allegheny) SS:

On this 14 day of August, 2019, before me, the undersigned officer, personally appeared Frederick Donald Grove Aloma Shim and Manufacturing Company who acknowledged himself/herself to be the person whose name is subscribed to this Environmental Covenant, and acknowledged that s/he executed same for the purposes therein contained.

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

[Signature]
 Notary Public



APPROVED, by the United States Environmental Protection Agency

Date: 8.21.19



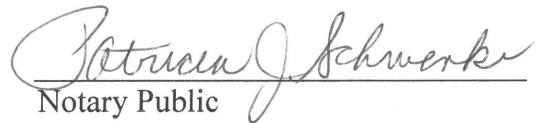
John A. Armstead, Director
Land, Chemicals, and Redevelopment Division
United States Environmental Protection Agency
Region III
1650 Arch Street
Philadelphia, PA 19103

COMMONWEALTH OF PENNSYLVANIA)

COUNTY OF PHILADELPHIA) SS:

On this, the 21st day of August, 2019, before me, the undersigned officer, personally appeared John A. Armstead, of the United States Environmental Protection Agency, known to me (or satisfactorily proven) to be the person described in the foregoing instrument, and acknowledged that he executed the same in the capacity therein stated and for the purposes therein contained.

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


Notary Public

Commonwealth of Pennsylvania - Notary Seal
PATRICIA J. SCHWENKE, Notary Public
Philadelphia County
My Commission Expires August 14, 2022
Commission Number 1192054

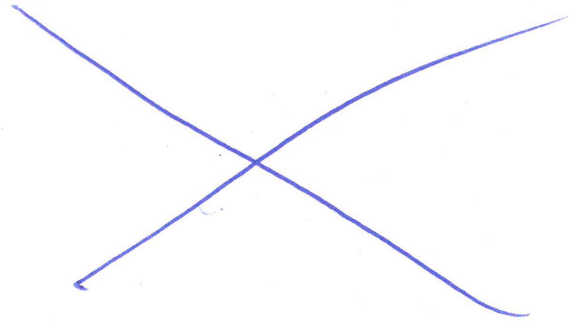
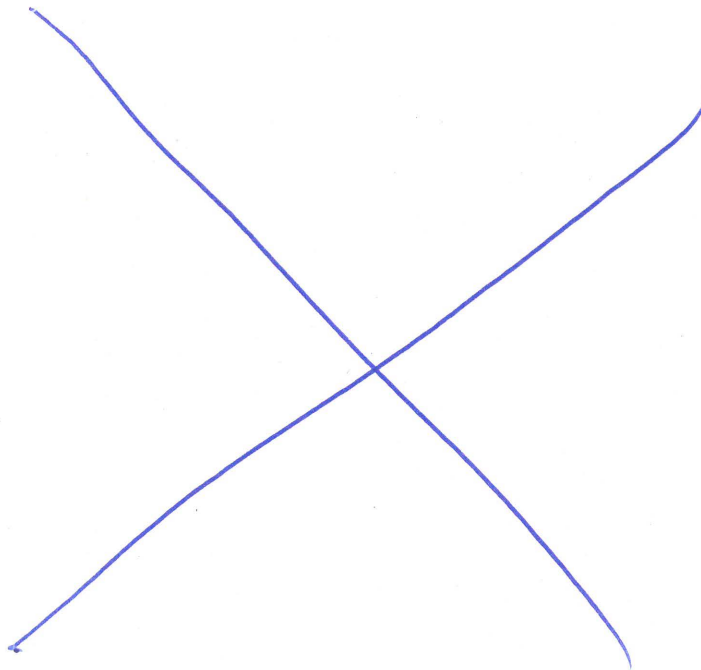


Exhibit A
(Description of Property)



363-S-163
363-S-163-1
363-S-163-2
CORRECTIVE DEED UPDATE
ONLY D.B.V., Pg. + DATE

Corrective Deed

363-S-163-1
363-S-163-2
DATE: 3-10-98 INT: BK

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

to a point at the northwest corner of the property now or formerly of Ernst Zimmerli; thence, South 10° 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° 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° 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° 49' West 80 feet to a point, North 68° 5' East 100 feet to a point, and South 21° 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° 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° 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° 29' East 384.36 feet to a point; thence North 27° 44' East 231.50 feet to a point; thence North 45° 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° 49' West 36.86 feet, more or less, to a point; thence North 45° 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,

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.

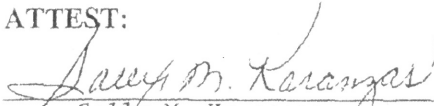
THIS INSTRUMENT is exempt from the imposition of realty transfer taxes in that it merely serves to correct and confirm a transfer previously recorded, and does not extend or limit existing record legal title or interest. The property which is the subject of this instrument is identical to the property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


Sally M. Karanzas
Title: Assistant Secretary

BEAZER EAST, INC.

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

(Corporate Seal)

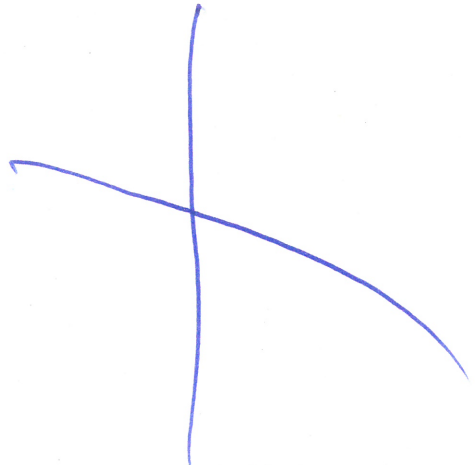
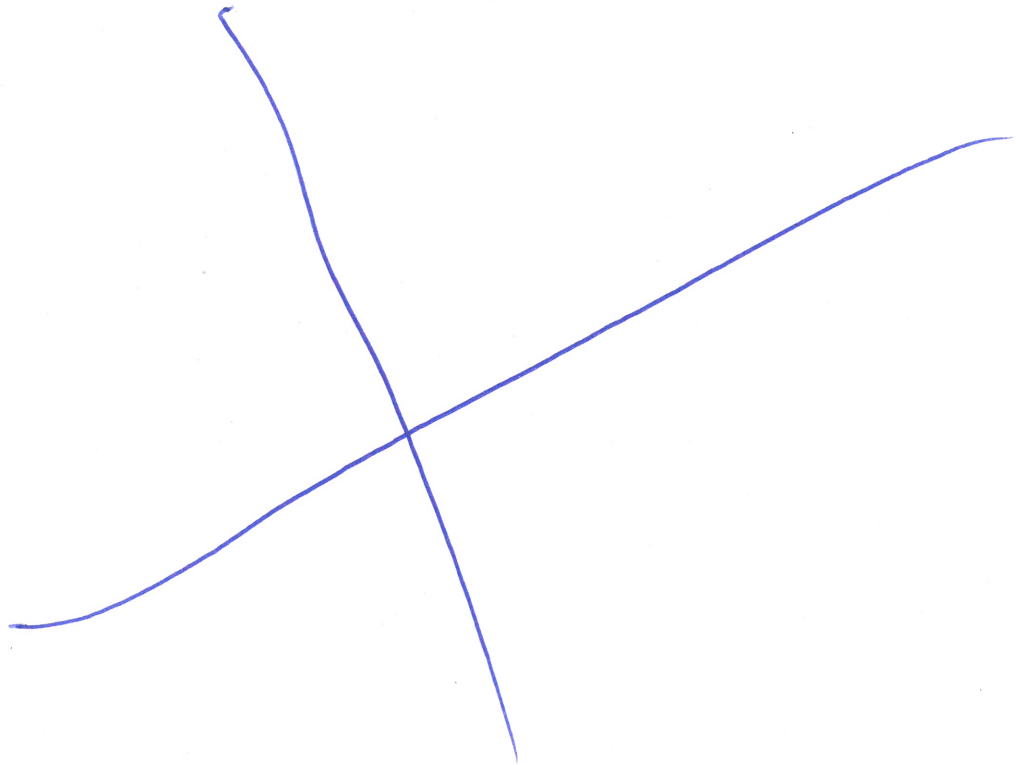


Exhibit B
(Map of Property)



Property Boundary Coordinates
(WGS84)

ID	Latitude	Longitude
1	40.5127962	-79.8309935
2	40.5126736	-79.8315601
3	40.512496	-79.8322072
4	40.5122783	-79.8328789
5	40.5121309	-79.8333429
6	40.5121023	-79.8334328
7	40.5119707	-79.8339363
8	40.511929	-79.8343994
9	40.5119145	-79.8346557
10	40.5119105	-79.8347256
11	40.5118877	-79.8349718
12	40.5122936	-79.8348517
13	40.5124083	-79.8348177
14	40.5126251	-79.8347562
15	40.5128342	-79.8347016
16	40.5128967	-79.8346853
17	40.5130358	-79.8346523
18	40.513307	-79.8345878
19	40.513302	-79.834487
20	40.514085	-79.8327332
21	40.5138948	-79.8329944
22	40.5137021	-79.8332614
23	40.5136686	-79.8328258
24	40.5135752	-79.8324828
25	40.5134548	-79.8321607
26	40.5133056	-79.8318581
27	40.5129804	-79.8312736

Building 6 Coordinates
(WGS84)

ID	Latitude	Longitude
1	40.5131962	-79.8331177
2	40.5130008	-79.8330082
3	40.5129396	-79.8332032
4	40.5129887	-79.8332306
5	40.5130203	-79.8331321
6	40.513102	-79.8331771
7	40.5130805	-79.8332467
8	40.5131452	-79.8332818

Asphalt Cap Coordinates
(WGS84)

ID	Latitude	Longitude
1	40.5135168	-79.8332028
2	40.513476	-79.833206
3	40.5134796	-79.8332612
4	40.5134165	-79.8332702
5	40.5134122	-79.8332143
6	40.5133914	-79.83318
7	40.5133622	-79.8331629
8	40.5132119	-79.8336479
9	40.5133639	-79.8335486
10	40.5133896	-79.8335098
11	40.5134576	-79.8334712
12	40.5135888	-79.8333283
13	40.5135833	-79.8332478
14	40.513521	-79.8332583

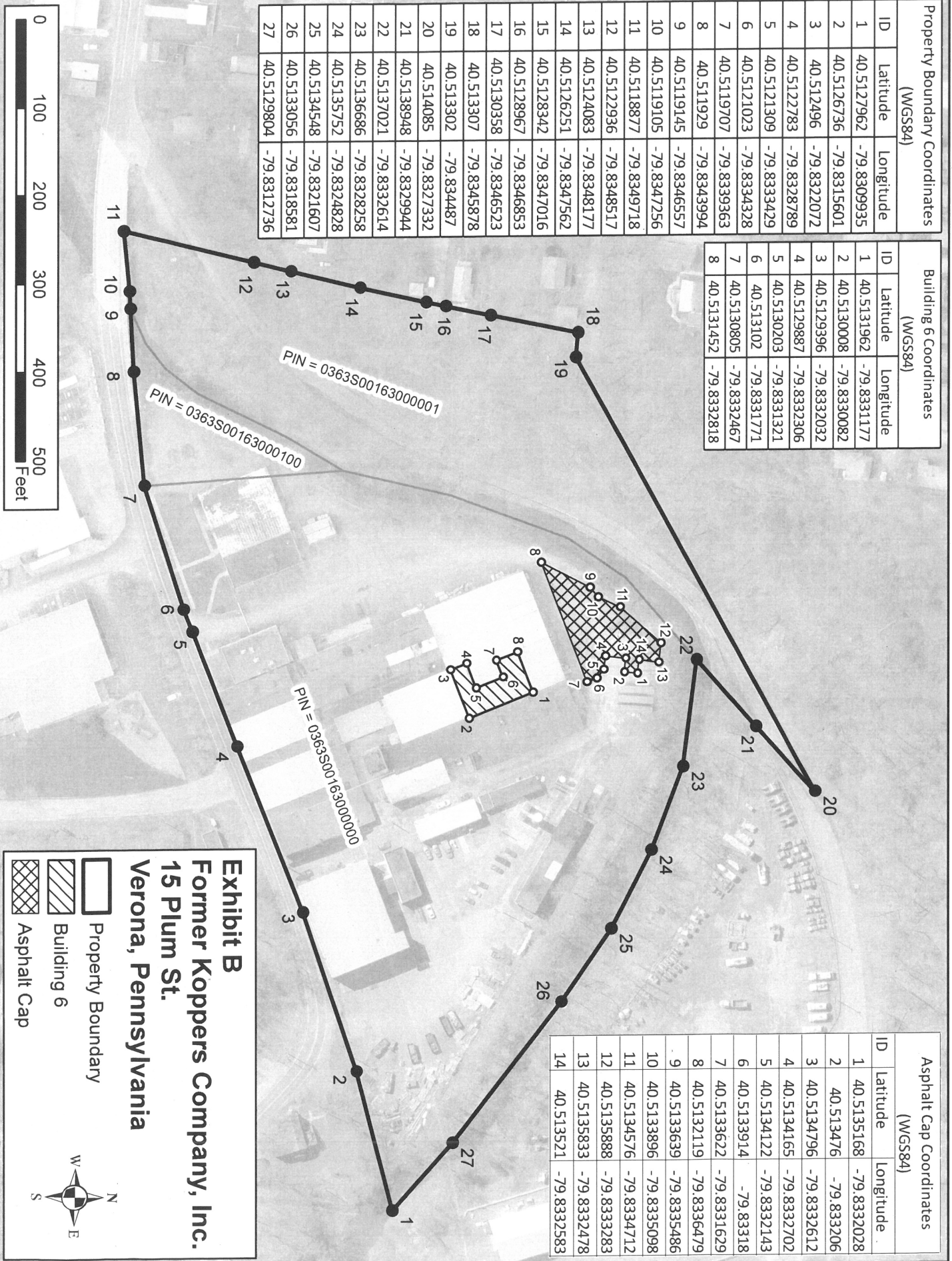





Exhibit B
Former Koppers Company, Inc.
15 Plum St.
Verona, Pennsylvania

-  Property Boundary
-  Building 6
-  Asphalt Cap

