Instrument Number: 2011-4300  
Recorded On: February 23, 2011  
As-Deed Agreement  

Parties: WESTINGHOUSE AIR BRAKE TECHNOLOGIES CORP  
To: PENNSYLVANIA COMWTH BY DEP ENVRMTL PROTECTION  

Comment: ENVIRONMENTAL COVENANT  

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

Deed Agreement  
Pages > 4 6  
Names > 4 0  
Total: 90.50  

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

Department of Real Estate Stamp  
Certified By: J F  
ON 02-23-2011 AT 03:38p  
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:  
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Recorded Date/Time: February 23, 2011 03:44:55P  
Book-Vol/Pg: BK-DE VL-14511 PG-358  
User / Station: B McAdams - Cash Super 07  

Record and Return To:  
THORP REED & ARMSTRONG  
WILL CALL  
PITTSBURGH PA 15219

[Signature]

Valerie McDonald Roberts, Manager  
Dan Onorato, County Executive
The County Parcel Identification No. of the Property is: 545-P-275.

GRANTOR: Westinghouse Air Brake Technologies Corporation (a/k/a Wabtec Corporation), successor to Westinghouse Air Brake Company, formerly known as Rail Acquisition Corporation

PROPERTY ADDRESS: 1001 Air Brake Avenue, Wilmerding, Pennsylvania 15148

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 Pennsylvania Department of Environmental Protection (Department).

1. **Property affected.** The property affected (Property) by this Environmental Covenant is located in Wilmerding, Allegheny County.

   The postal street address of the Property is: 1001 Air Brake Avenue.

   The latitude and longitude of the center of the Property affected by this Environmental Covenant is: 40.394815, -79.808788.

   The Property has been known by the following names: Westinghouse Air Brake Company (WABCO), American Standard, Westinghouse Air Brake Technology Company (Wabtec).

   The PA DEP Land Recycling Program ID is 5-2-849-2094.

   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.** Westinghouse Air Brake Technologies Corporation (a/k/a Wabtec Corporation), successor to Westinghouse Air Brake Company, formerly known as Rail Acquisition Corporation, is the owner of the Property. The mailing address of the Owner is: 1001 Air Brake Avenue, Wilmerding, Pennsylvania 15148.
3. **Description of Contamination & Remedy.** Historically, the Property was utilized for the manufacture of locomotive air brakes. Various industrial operations were associated with this use and a number of underground storage tanks were historically present at the Property. Based on investigations conducted, heavy metals, volatile organic compounds, semi-volatile organic compounds, and separate phase liquid have been identified at the Property. Areas with impacted soil and groundwater at the Property are identified on Exhibit C and Exhibit D, respectively. Details of investigations and remediation are documented in a Remedial Investigation Report dated February 2005, Risk Assessment dated October 28, 2005, and Cleanup Plan dated October 31, 2007. The Property was remediated to the site-specific standard (SSS). Remediation consisted of excavation and off-site disposal of lead-impacted soil, extraction of petroleum free product, and application of institutional controls.

4. **Activity & Use Limitations.** The Property is subject to the following activity and use limitations, which the Owner and each subsequent owner of the Property shall abide by:

a. The Property shall be used solely for nonresidential purposes, in accordance with Act 2 and Department regulations. Nonresidential use excludes schools, nursing homes or other residential-style facilities or recreational areas. No residential use of the Property shall take place without first addressing soil and groundwater containing contaminants that exceed residential Statewide Health Standards or other applicable standards then in effect.

b. The groundwater at and under the Property shall not be used for potable purposes or agricultural activities, including, but not limited to, irrigation of crops, watering of livestock, and food production, processing or packaging.

c. Any future building constructed within the area of soil and/or groundwater impacted by volatile organic compounds or within 100 feet of soil and/or groundwater impacted by volatile organic compounds that is designed for human occupancy must incorporate either a vapor barrier or a soil gas mitigation system unless adequate testing is done (according to then current Department requirements) to ensure vapor intrusion from soil and/or groundwater will not be an issue. The area to which this activity and use limitation applies is identified on Exhibit E. The coordinates that define the perimeter of this area are shown on Exhibit F.

d. All excavated materials removed from the Property shall be managed, transported, and disposed in compliance with all applicable federal, state and local laws, regulations and ordinances including, without limitation, those pertaining to environmental protection and occupational safety.
5. **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.

6. **Compliance Reporting.** After written request by the Department, the then current owner of the Property shall submit to the Department written documentation stating whether or not the activity and use limitations in this Environmental Covenant are being abided by. In addition, the then current owner of the Property shall submit to the Department written documentation of the following: transfer of the Property, proposed changes in use of the Property, or filing of applications for building permits for the Property for any site work affecting the contamination on the Property subject to this Environmental Covenant.

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

8. **Recordation & 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 90 days of recordation. Within that time period, the Owner also shall send a file-stamped copy to the Borough of Wilmerding and Allegheny County; each person holding a recorded interest in the Property; and each person in possession of the Property.

9. **Termination or Modification.** This environmental covenant may only be terminated or modified in accordance with Section 9 of UECA, 27 Pa. C.S. § 6509. The Department must approve, in writing, the termination.

10. **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
ACKNOWLEDGMENTS by Owner and Holder, in the following form:

Date: 1/28/11

Scott Wahnstrom  
By: Scott Wahnstrom  
Title: VP Human Resources

APPROVED, by Commonwealth of Pennsylvania, Department of Environmental Protection

Date: 2/10/11

David E. Eberle  
By: David E. Eberle  
Title: ECP Manager

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF Allegheny

On this 28th day of January, 2011, before me, the undersigned officer, personally appeared Scott Wahnstrom [Owner, Grantor] 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.

Notary Public

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF Allegheny

On this 10th day of February, 2011, before me, the undersigned officer, personally appeared David E. Eberle, who acknowledged himself/herself to be the ECP Manager [Title] of the Commonwealth of Pennsylvania, Department of Environmental Protection, Southwest Regional Office, 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.

Notary Public
EXHIBIT A

ALL that certain parcel of ground situate in the Borough of Wilmerding, County of Allegheny and Commonwealth of Pennsylvania, being known as Lot No. 2 in the WABTEC Plan of Lots, as recorded in The Department of Real Estate of Allegheny County, Pennsylvania, in Plan Book Volume 231, pages 192 and 193.

BEING designated as Block and Lot No. 545-P-275 in the Deed Registry Office of Allegheny County, Pennsylvania.
EXHIBIT F

Coordinates defining the perimeter of area wherein any future building designed for human occupancy must incorporate either a vapor barrier or a soil gas mitigation system unless adequate testing is done (according to then current Department requirements) to ensure vapor intrusion from soil and/or groundwater will not be an issue.

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<sup>(1)</sup>Geographic Coordinate System, North American Datum of 1983, Decimal Degrees.
<sup>(2)</sup>North American Datum of 1983, Pennsylvania South (FIPS 3702) Feet, Lambert Conformal Conic Projection.