

**Record and Mail To:**  
Univar USA Inc.  
17425 NE Union Hill Road  
Redmond, WA 98052  
ATTN: Real Estate

## **ENVIRONMENTAL COVENANT**

**GRANTOR:** Univar USA Inc.  
**PROPERTY ADDRESS:** 6000 Casteel Drive  
Coraopolis, PA 15108

## **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) and the Pennsylvania Department of Environmental Protection (Department).

1. **Property affected.** The property affected (Property) by this Environmental Covenant is approximately 3 acres in size and is located in North Fayette Township, Allegheny County, Pennsylvania.

The postal street address of the Property is: 6000 Casteel Drive, Coraopolis, PA 15108.

The Allegheny County Tax Parcel Number of the Property is: (RP) 9929-X-50319

The latitude and longitude of the center of the Property affected by this Environmental Covenant is: N 40.455839 and W 80.174525

The Property has been known by the following name(s): McKesson, Van Waters & Rogers Inc. (VW&R), Univar USA Inc. (Univar)

Primary Facility ID# is: EPA ID # 061 779 815

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.** Univar USA Inc. is the Owner of the Property and the Grantor and Grantee of this Environmental Covenant.

3. The mailing address of the Owner is:  
Univar USA Inc.  
17425 Union Hill Road  
Redmond, WA 98052-3375

4. **Description of Contamination & Remedy.**

From 1964 to 2002, the Property was used as a chemical distribution service center.

The chemical distribution service operations resulted in soil and groundwater being contaminated with chlorinated and non-chlorinated volatile organic compounds (VOCs). Under the oversight of the Department, approximately 1500 cubic yards of contaminated soil were excavated and disposed of offsite, and groundwater monitoring and recovery wells, a soil vapor extraction (SVE) system and an on-site vapor and groundwater treatment unit were installed.

EPA selected a Final Remedy for the Property on September 4, 2012 in a Final Decision and Response to Comments (FDRTC). The Final Remedy consists of the following: the continued operation and maintenance of the Property's existing groundwater monitoring and recovery well system until constituents of concern (COCs) in groundwater meet drinking water standards, the Maximum Contaminant Levels (MCLs) promulgated at 40 C.F.R. Part 141, pursuant to Section 1412 of the Safe Drinking Water Act, 42 U.S.C Section 300g-1; the operation and maintenance of the Property's existing SVE system until soil sampling demonstrates that the Pennsylvania Non-Residential Statewide Health Standards (SHSs) for subsurface soils are attained; and the implementation of activity and use limitations to prohibit on-site groundwater use and restrict the Facility property to non-residential uses.

The Administrative Record pertaining to the Final Remedy selected in the FDRTC is located at EPA, Region III, 1650 Arch Street, Philadelphia, PA 19103.

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

- a. Operate and maintain the SVE system until sampling demonstrates that the Pennsylvania Non-Residential SHSs for subsurface soils are attained. Areas of the Property containing soils above the Department's Non-Residential SHSs are not to be used even for non-residential purposes until the Department's Non-Residential SHSs are attained in those areas or it is demonstrated by EPA through an EPA-approved risk assessment that contaminant levels are low enough that such use does not pose a threat to human health or the environment or interfere with the Final Remedy.
- b. Restrict the Property's use to non-residential use.
- c. Operate and maintain the existing groundwater treatment unit to ensure contaminant removal and hydraulic containment until COCs in groundwater meet drinking water standards, the MCLs promulgated at 40 C.F.R. Part 141, pursuant to Section 1412 of the Safe Drinking

Water Act, 42 U.S.C Section 300g-1, or until EPA determines that groundwater contaminant reduction to MCLs is technically impracticable.

- d. Continue groundwater monitoring to measure the progress of the remediation and to confirm that the groundwater contamination is contained within the Property boundary until drinking water standards, the MCLs promulgated at 40 C.F.R. Part 141, pursuant to Section 1412 of the Safe Drinking Water Act, 42 U.S.C Section 300g-1, are met.
- e. Maintain the existing fence around the Property, including the fence around the remediation equipment, until EPA determines that the remediation is complete.
- f. Prohibit the use of on-site groundwater at the Property for any purpose.

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.

In the event Owner intends to sell part or all of the Property, Owner will notify EPA and the Department at least thirty (30) calendar days prior to such sale and provide written documentation to EPA and the Department which demonstrates that the Owner has provided notice to the buyer of the restrictions placed on the Property that limit its use to non-residential use and prohibit on-site groundwater use.

7. **Compliance Reporting.** Every third January following the effective date of this Environmental Covenant, the Owner and each subsequent owner shall submit, to the 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 thirty (30) calendar days after any of the following events, the current owner of the Property shall submit, to the EPA and the Department, written documentation regarding:

- noncompliance with the activity and use limitations in this Environmental Covenant;
- transfer of the Property;
- changes in the use of the Property; or
- filing of applications for building permits for the Property and any proposals for any site work, if the building or proposed site work will affect implementation of the Final Remedy or the activity and use limitations in this Environmental Covenant.

8. **Access by the Agencies.** In addition to any rights already possessed by EPA or 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 & Proof & Notification.** Within thirty (30) days after the date of the EPA's approval of this Environmental Covenant, 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 EPA and the Department within sixty (60) days of recording.

10. **Termination or Modification.**

(a) This Environmental Covenant may only be terminated or modified in accordance with 27 Pa. C.S. §§ 6509 or 6510, or in accordance with this paragraph, and , pursuant to the terms of the FDRTC or an amended FDRTC for the Property.

(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) EPA and the Department determine that termination or modification of this Environmental Covenant will not adversely affect human health or the environment; and (3) EPA and the Department provide thirty (30)-days advance written notice to the current property owner 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. EPA and 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 must be in accordance with the terms of the FDRTC or an amended FDRTC for the Property, and 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 EPA and the Department.

11. **Agencies' addresses.** Communications with EPA and the Department regarding this Environmental Covenant shall be sent to:

U.S. EPA Region III  
1650 Arch Street  
Mail Code: 3LC30  
Philadelphia, PA 19103  
Contact: Mr. Khai Dao  
Phone: 215/814-5467  
Fax: 215/814-3113  
Email: [dao.khai@epa.gov](mailto:dao.khai@epa.gov)

and

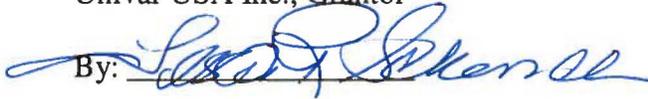
Pennsylvania Department of Environmental Protection  
Southwest Regional Office  
400 Waterfront Drive  
Pittsburgh, PA 15222  
Phone: 412/442-4000

12. **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 by Owner(s) and any Holder(s), in the following form:**

Univar USA Inc., Grantor

Date:

By: 

Name: Leslie R. Schenck

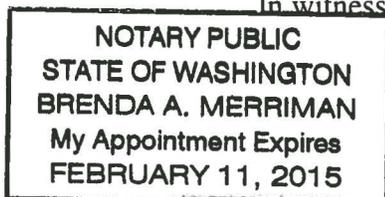
Title: V.P. - Associate General Counsel

STATE OF WASHINGTON  
~~COMMONWEALTH OF PENNSYLVANIA~~ ) [other state, if executed outside PA]

COUNTY OF KING ) SS:

On this 22<sup>nd</sup> day of May, 2013, before me, the undersigned officer, personally appeared Leslie Schenck [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

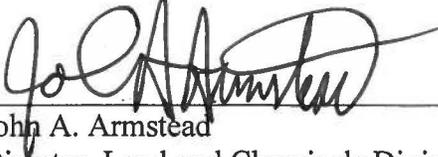
**APPROVED by the United States Environmental Protection Agency**

Date: 6/13/2013

By:

Name: John A. Armstead

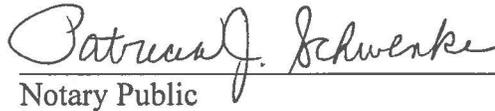
Title: Director, Land and Chemicals Division

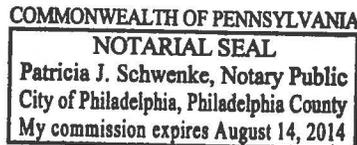


COMMONWEALTH OF PENNSYLVANIA)  
COUNTY OF PHILADELPHIA ) SS:

On this 13<sup>th</sup> day of June, 2013, before me, the undersigned officer, personally appeared John A. Armstead, who acknowledged himself to be the Director, Land and Chemicals Division of the United States Environmental Protection Agency, Region III, 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.

  
Notary Public



## EXHIBIT "A"

### LEGAL DESCRIPTION

All that certain tract or piece of land situate in the Township of North Fayette, County of Allegheny and Commonwealth of Pennsylvania, being more particularly bounded and described as follows, to-wit:

Beginning at an iron pin at a corner common to land now or formerly of Poulous and lands of Fred E. Nelson, formerly of Creasy; thence along said other lands of Fred E. Nelson, formerly of Creasy aforesaid, South 68 degrees, 50 minutes, 20 seconds, West, 2.85 feet to a point on the Easterly side of Scott Road, 33 feet wide; thence along said side of Scott Road, North 21 degrees, 41 minutes, West, 272.52 feet to a point; thence along the same and along the Southeasterly side of Casteel Drive in a Northeasterly direction by the arc of a circle curving to the right having a radius of 25 feet, an arc distance of 35.47 feet to a point; thence continuing along the Southeasterly side of Casteel Drive aforesaid, North 59 degrees, 37 minutes, East 378.53 feet to a stake; thence through lands of Fred E. Nelson, South 21 degrees, 41 minutes, East 358.09 feet to a stake on line of lands now or formerly of Poulous aforesaid; thence along line of lands now or formerly of Poulous aforesaid, South 68 degrees, 50 minutes, 20 seconds, West, 392.55 feet to the iron pin at the place of beginning. Containing an area of 2.957 acres.

Tax parcel number (RP) 9929-X-50319

EXHIBIT "B"  
PROPERTY MAP

