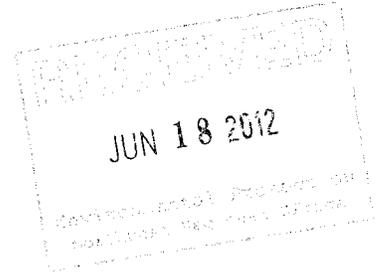




Janet L. Kalajainen
REGISTER AND RECORDER
Lawrence County, Pennsylvania

OFFICIAL RECEIPT

Printed Date:06/04/2012 11:27:47 AM



RETURN TO:
SE TECHNOLOGIES LLC
98 VANADIUM RD
BRIDGEVILLE, PA 15017-3061

Receipt #: 1216152
Transaction #: 687479
Paid By: SE TECHNOLOGIES LLC
Payment Comment:
Collected By: kflynn
Date of Transaction: 06/04/2012 11:35:43 AM

<u>Document Number</u>	<u>Document Type</u>	<u>Record Date</u>	<u>Total</u>
2012-007668	Environmental Covenant	06/04/2012 11:35:43 AM	\$52.50

Total Amount Paid: \$52.50
Total Amount Due: \$52.50
Change : \$0.00

Amount Paid	Payment Type	Check Number
\$52.50	Check	4637

Janet L. KalaJainen
Recorder of Deeds

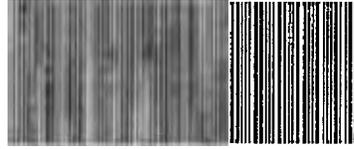
JUN 8 2012

OFFICE OF
Janet L. KalaJainen



REGISTER AND RECORDER
LAWRENCE COUNTY

Lawrence County
Government Center
430 Court Street
New Castle, PA 16101-3593
Phone: (724) 656-2128
Fax: (724) 656-1966
recorder@co.lawrencepa.us



0717556-0006U

RECORDING COVER PAGE

Page 1 of 17

Document Type: Environmental Covenant
Document Date: 05/16/2012

Transaction #: 687479
Document Page Count: 16

RETURN TO:
KEITH YOUNG
XALOY/NEW CASTLE ROLLS INC
1399 COUNTY LINE RD
NEW CASTLE, PA 16101-2955

SUBMITTED BY:
SE TECHNOLOGIES LLC
98 VANADIUM RD
BRIDGEVILLE, PA 15017-3061
412-221-1100

PARCEL ID: 07-130100
NUMBER OF IDS: 1

PARTY 1: NEW CASTLE ROLLS INC

FEES / TAXES:

Recording Fee	\$18.50
Extra Page Fee	\$24.00
Parcel ID Certification Fee	\$10.00
Total:	\$52.50

Document Number: 2012-007668
Recorded Date: 06/04/2012

I hereby CERTIFY that this document
is recorded in the Recorder's Office of
Lawrence County, Pennsylvania



Janet L. KalaJainen
Recorder of Deeds

PLEASE DO NOT DETACH

THIS PAGE IS NOW PART OF THIS LEGAL DOCUMENT

NOTE: If document data differs from cover sheet, document data always supersedes.
*COVER PAGE MAY NOT INCLUDE ALL DATA, PLEASE SEE INDEX AND DOCUMENT
FOR ANY ADDITIONAL INFORMATION.

When recorded, return to:
Keith Young
New Castle Rolls, Inc.
1399 Countyline Road
New Castle, PA 16107

CERTIFIED
BY
PW

The County Parcel Identification No. of the Property is: 07130100.

GRANTOR: New Castle Rolls, Inc. AKA (Xaloy Inc., former Tanner Plating Division of New Castle Industries, Inc.)

PROPERTY ADDRESS: 925 Industrial St. New Castle, PA 16102

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 City of New Castle, Lawrence County, Pennsylvania.

The postal street address of the Property is: 925 Industrial St. New Castle, PA 16101.

The latitude and longitude of the center of the Property affected by this Environmental Covenant is: Latitude +40°58'41"N Longitude -80°21'36"W.

The Property has been known by the following name(s): New Castle Rolls, Inc.; Xaloy Inc., Tanner Plating Division of New Castle Industries, Inc.

The DEP Primary Facility ID# is: 625777

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

2. **Property Owner/GRANTOR.** New Castle Rolls, Inc. 1399 Countyline Road, New Castle, PA 16107, is the owner of the Property and the GRANTOR of this Environmental Covenant.

3. **Holder(s)/GRANTEE.** There are no Holder(s)/Grantee of this Environmental Covenant.

4. **Description of Contamination & Remedy.** Electroplating operations resulted in the release of metals to soil and groundwater at the Tanner Plating property. The primary metal in soil and groundwater is chromium. Remedial investigative findings show groundwater containing dissolved phase metals has migrated south/southeast under the off-site, downgradient industrial properties including BPI Minerals, Bridges & Towers, Adrian Realty (CSX Transportation), RESCO Products, Industrial Property Management, and Penn Power (First Energy). In accordance with procedures set forth in the Land Recycling and Remediation Standards Act (Act 2), soil and groundwater analytical data demonstrate that metals concentrations do not represent an unacceptable risk to human health or the environment, under a non-residential (commercial/industrial) land use scenario (i.e., excludes schools, nursing homes, or other residential-style facilities or recreational areas). Fate and transport modeling supports attainment of the Act 2 Site Specific standard through exposure pathway elimination for hexavalent chromium and antimony in fill material/soil and chromium, antimony, and arsenic in groundwater. An impermeable surface consisting of asphalt, concrete, 2-foot thick soil cover, or equivalent will be maintained overtop of a 100 foot x 26 foot area outside the current building (date 2012) and the Plating Area inside the current building (date 2012). Groundwater exposure pathway elimination is assured through passage of a municipal ordinance in February 2010 by the City of New Castle titled "M-2/7th Ward Groundwater Use Restriction Area", which encompasses the site area. Passage of the referenced municipal ordinance was the basis for a Uniform Environmental Covenant Act (UECA) Waiver Request submitted to PADEP in a letter dated May 20, 2010 pertaining to off-site, downgradient properties. PADEP approved the UECA Waiver Request in a letter dated August 5, 2010. In addition, PADEP has approved a Non-Use Aquifer Determination for the adjacent and downgradient RESCO Products property (formerly New Castle Refractories, Inc. and Dixon Ticonderoga) in a letter dated October 1, 2009.

The combined Remedial Investigation Report - Final Report and Cleanup Plan dated February 14, 2012 was submitted to PADEP Northwest Regional Office, and approved in a letter issued on May 3, 2012.

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

- a. The Property will be used solely for non-residential/industrial use.
- b. Groundwater will not be used for any purpose.
- c. Future building renovations/modifications or additions throughout the entire property must utilize "slab-on-grade construction".
- d. During future Property development, building renovation, building demolition, and earthwork/grading, material (fill material, soil, and building materials) characterization,

management, disposal, and recycling activities must comply with applicable federal, state, and local regulations and requirements as specified in a Fill Material/Soil Management Plan. The then current property owner will be responsible to ensure that Fill Material/Soil Management Plan complies with federal, state, and local regulations that may be adopted in the future (post date 2012).

- e. An impermeable surface consisting of asphalt, concrete, 2-foot thick soil cover, or equivalent, approved by the Department, will be maintained overtop of the Engineering Control – Surface Cap shown on Exhibit C. The areas include a 100 foot x 26 foot area outside the current building (date 2012) and the Plating Area inside the current building (date 2012). Routine compliance inspections will be performed in accordance Section 7.

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.**

In each January following the recording of this Environmental Covenant, the then current owner of the property shall inspect the Property to ensure that the Activity and Use Limitations listed in Section 5, are abided by. Written documentation of the inspection shall be submitted to the Department by the 30th day of January following the recording of this Environmental Covenant. In addition, within 1 month after any of the following events, the then current owner of the Property shall submit, to the Department and any Holder listed in Paragraph 3, written documentation: noncompliance with the activity and use limitations in this Environmental Covenant; transfer of the Property; changes in 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 site work will affect 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. **Recordation & Proof & Notification.** Within 30 days after the date of the Department's approval of this Environmental Covenant, New Castle Rolls, Inc. shall file this Environmental Covenant with the Recorder of Deeds for each County in which the Property is located, and send a file-stamped copy of this Environmental Covenant to the Department within 60 days of recordation. Within that time period, New Castle Rolls, Inc. also shall send a file-stamped copy to each of the following: City of New Castle and Lawrence County in which the Property is located.

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.

(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.

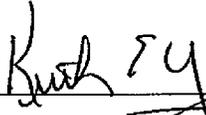
(c) This Environmental Covenant shall terminate upon attainment, in accordance with 35 P.S. §§ 6026.101 – 6026.908, with an unrestricted use remediation standard for the above-described contamination at the Property. The Department must approve, in writing, of such termination.

(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.

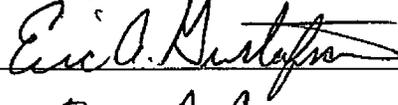
11. **Department's address.** Communications with the Department regarding this Environmental Covenant shall be sent to:

Eric Gustafson
Environmental Cleanup and Brownfields Program Manager
230 Chestnut Street
Meadville PA 16335

ACKNOWLEDGMENTS by Property Owner in the following form:

Date: MAY 16, 2012 By: 
Name: KEITH E. YOUNG
Title: TREASURER

APPROVED, by Commonwealth of Pennsylvania, Department of Environmental Protection

Date: MAY 25, 2012 By: 
Name: ERIC A. GUSTAFSON
Title: REGIONAL MANAGER, EC+B

COMMONWEALTH OF PENNSYLVANIA :
: SS,
COUNTY OF Crawford :

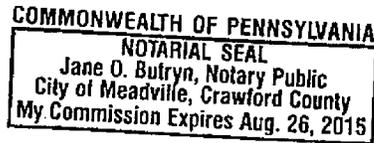
On this the 25th day of May, 2012, before me, a Notary Public, the undersigned person, Eric A. Gustafson, Regional Manager, Environmental Protection personally appeared and acknowledged himself to be authorized on behalf of himself, to sign the foregoing Environmental Covenant, dated May 25, 2012

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Jane O. Butryn
Notary Public

My Commission Expires:

Seal:



COMMONWEALTH OF PENNSYLVANIA :
: SS,
COUNTY OF Lawrence :

On this the 16 day of May, 2012, before me, a Notary Public, the undersigned person Keith E. Young, personally appeared and acknowledged himself to be authorized on behalf of himself, to sign the foregoing Environmental Covenant, dated May 16 2012

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Patricia A. Butler
Notary Public

My Commission Expires:
Mar. 18 2013

Seal:

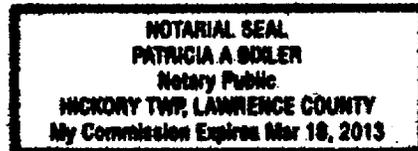


EXHIBIT A
LEGAL DESCRIPTION

Legal Description

**New Castle Rolls, Inc.
925 Industrial Street
New Castle, Lawrence County, Pennsylvania**

PERMANENT I.D. NO. (Parcel No. 07-130100)

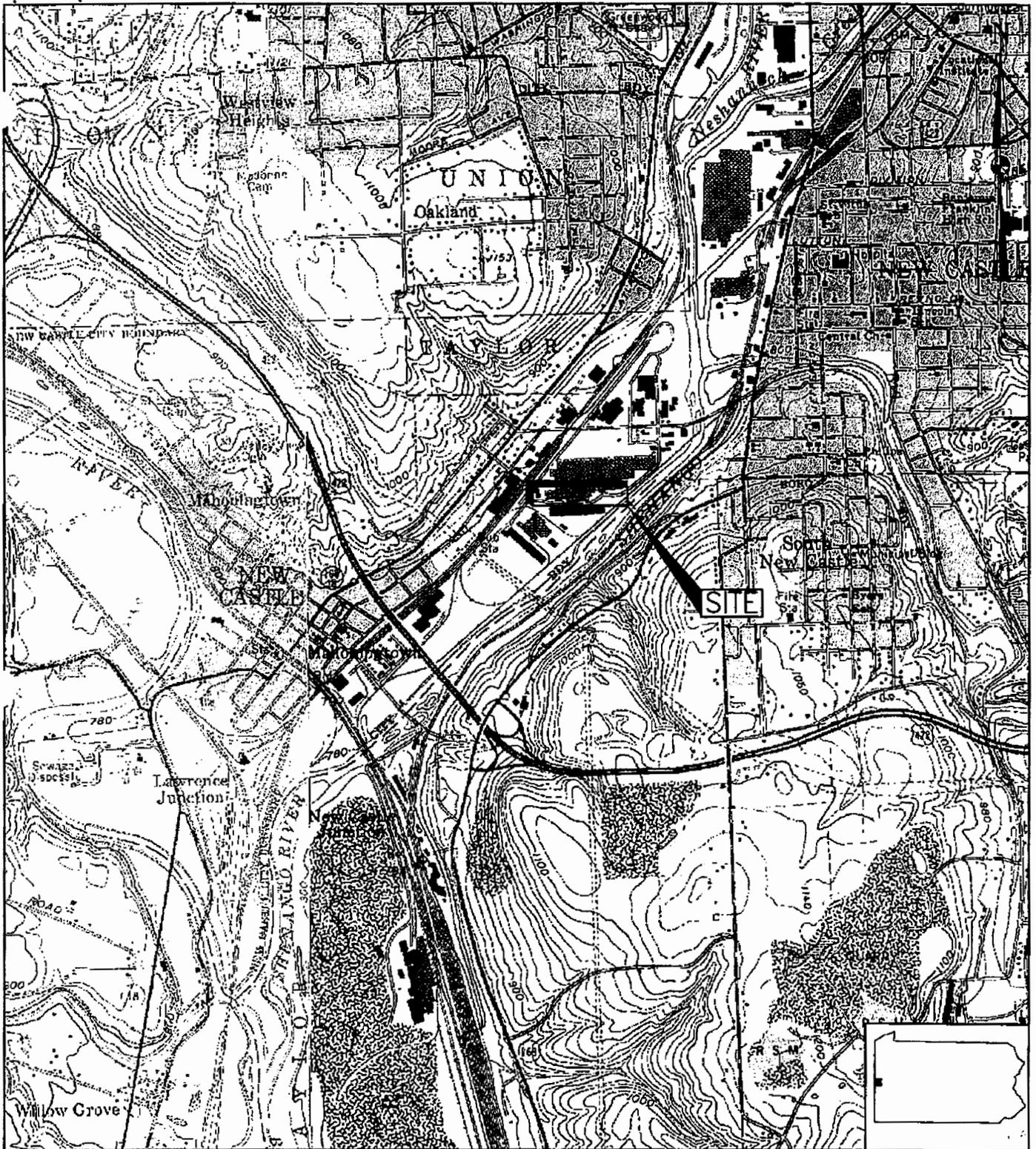
ALL that certain lot or piece of ground situate in the City of New Castle, Lawrence County and Commonwealth of Pennsylvania, bounded and described below:

**CERTIFIED
BY
PW**

BEGINNING at a point on the easterly site of Industrial Street, said point beginning being ascertained as follows: **Beginning** at the southwesterly corner of land conveyed to Rockwell Spring and Axle Company by Deed dated June 30, 1954, recorded in Deed Book 396, page 484; thence along the line of land of the Pennsylvania Railroad Co., North 39° 09' 20" East, a distance of 553.33 feet to a point on the westerly side of Industrial Street; thence across Industrial Street, South 50° 50' 40" East, a distance of 33 feet to a point on the easterly side thereof, which point is the place of the beginning; thence by the easterly side of Industrial Street, North 39° 09' 20" East, a distance of 100 feet to a point; thence along the line of the other property now or formerly of Rockwell Spring and Axle Company (also conveyed to it by said deed dated June 30, 1954) South 68° 16' 24" East, a distance of 201.82 feet to a point; thence by the same, North 87° 54' East, a distance of 850 feet to a point; thence by the same, South 2° 06" East, a distance of 225 feet to a point; thence by the same, South 87° 54' West, a distance of 850 feet to a point; thence by the same, North 49° 22' 58 West, a distance of 341.03 feet to a point on the easterly site of Industrial Street at the place of the beginning.

CONTAINING 5.216 acres, more or less.

EXHIBIT B
PROPERTY MAP



REFERENCE: USGS 7.5' QUADRANGLE MAP OF: NEW CASTLE SOUTH, PENNSYLVANIA; DATED 1958, PHOTOREVISED 1990.

DRAWN BY	DJF
DATE	
CHECKED BY	
SET JOB NO.	203114
SET DWG FILE	TANNERm01.dwg
DRAWING SCALE	1"=2000'

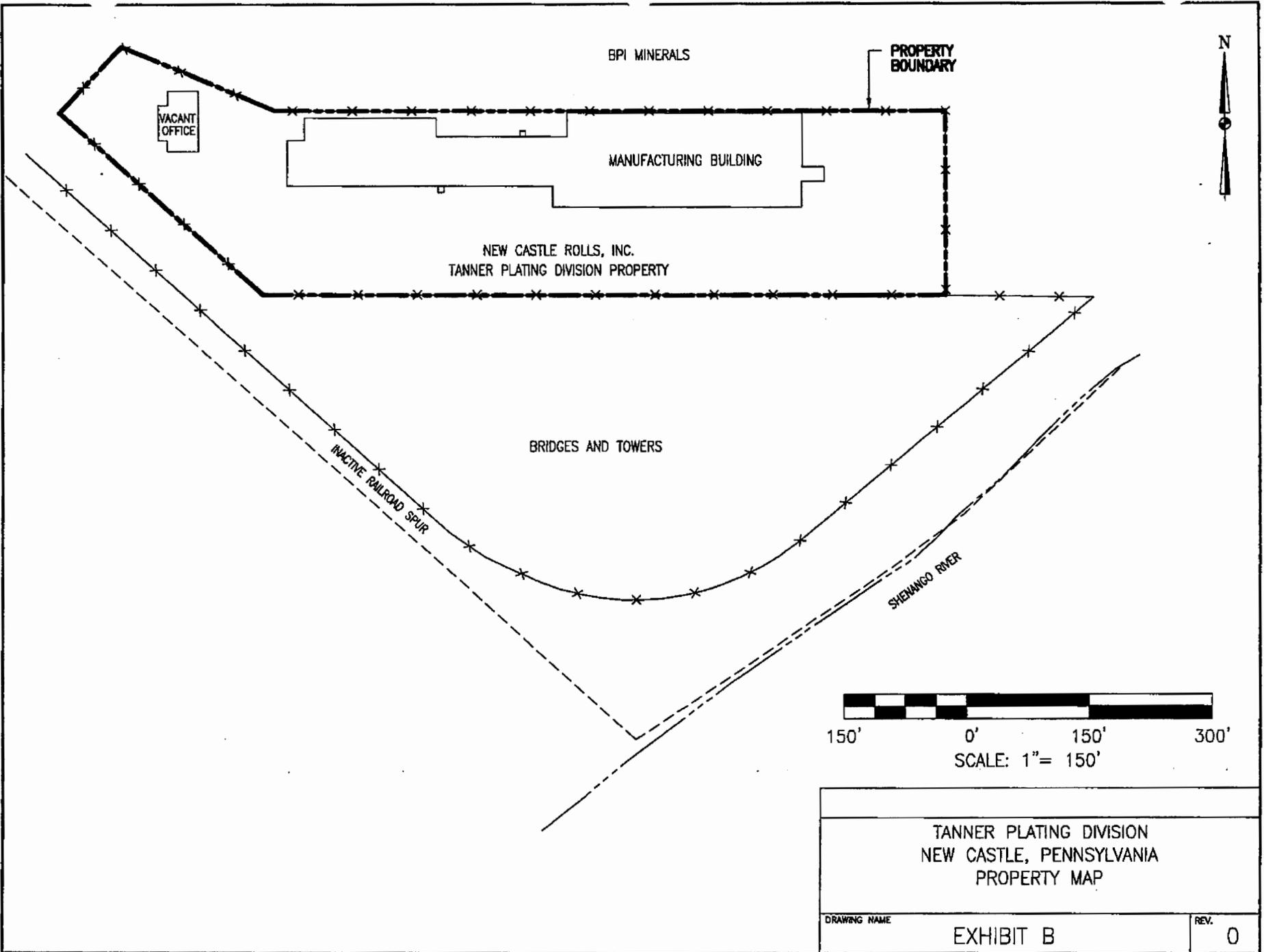


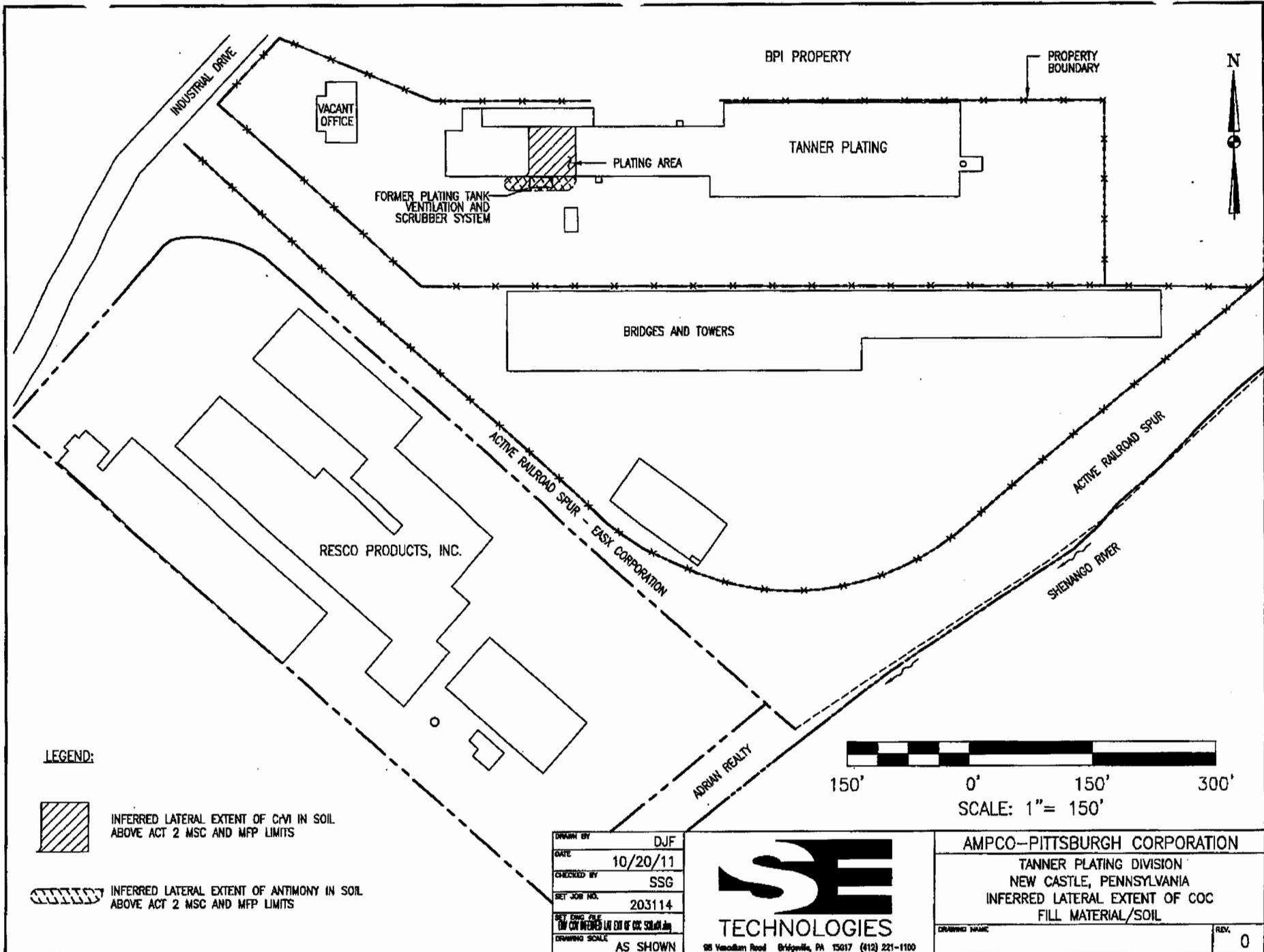
98 Vanadium Road Bridgeville, PA 15017 (412) 221-1100

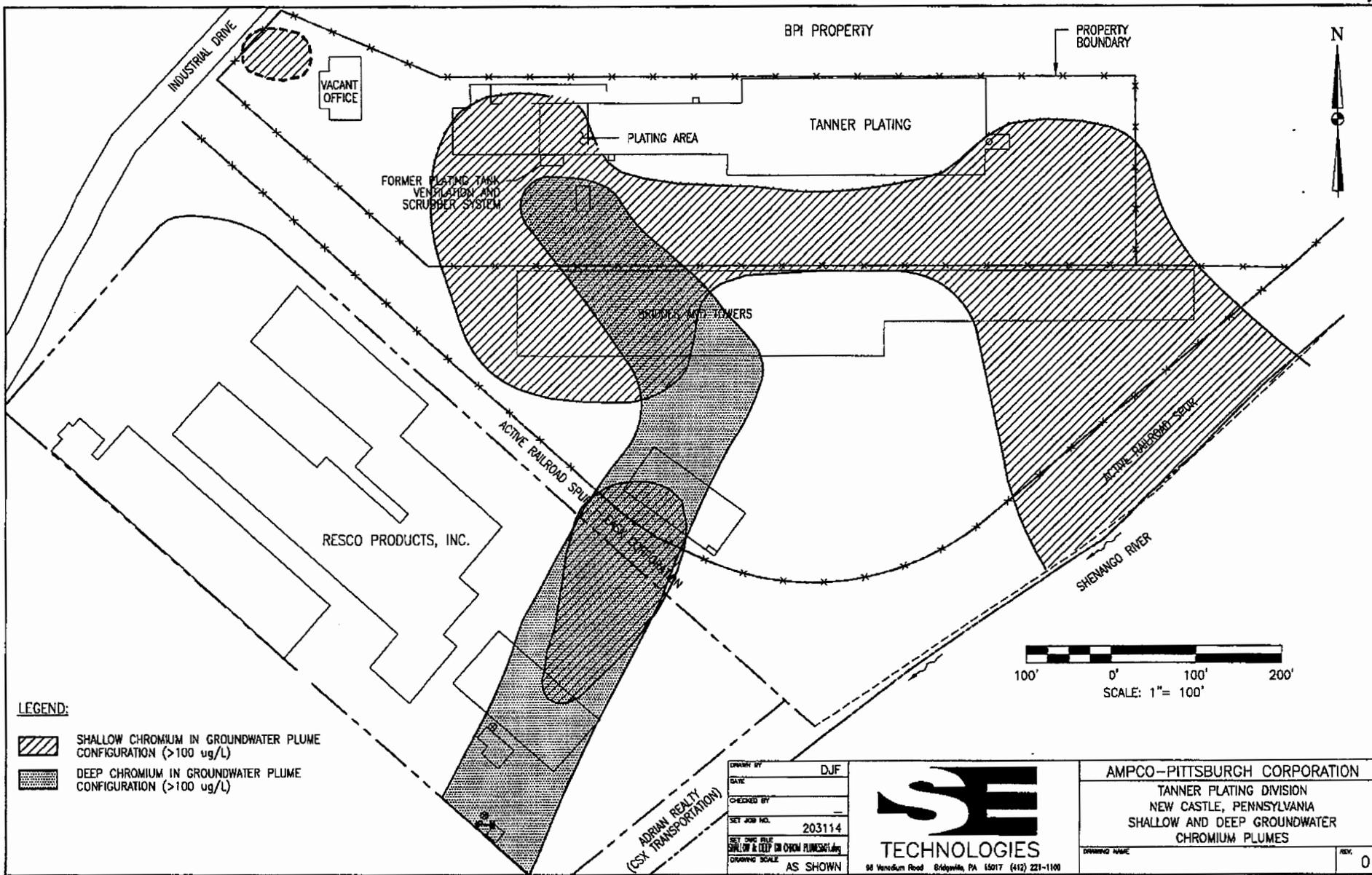
AMPCO-PITTSBURGH CORPORATION

FORMER TANNER PLATING DIVISION
NEW CASTLE, PENNSYLVANIA
SITE LOCATION MAP

DRAWING NO.	FIGURE 1	REV.	0
-------------	----------	------	---

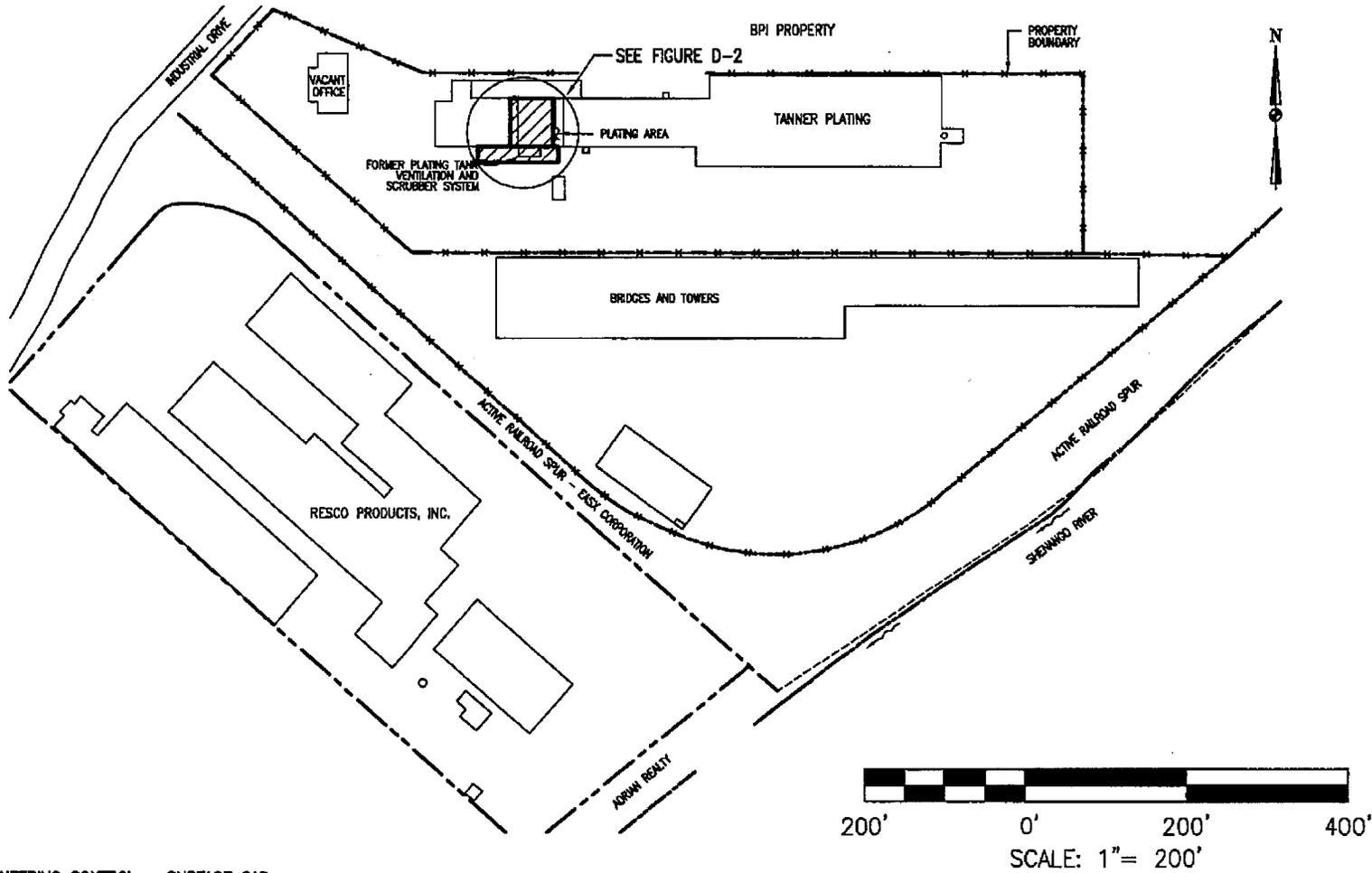




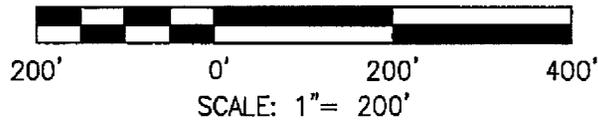


Plot: env045 08/26/2010 15:21 C:\AMPCD\203114\FINAL REPORT\ENVIRONMENTAL COVENANT\SHALLOW & DEEP GW CHROM PLUMESb01.dwg

EXHIBIT C
ENGINEERING CONTROL –
SURFACE CAP



ENGINEERING CONTROL - SURFACE CAP



DRAWN BY	DJF
DATE	9/9/11
CHECKED BY	SSG
SET JOB NO.	203114
SET DWG FILE	ENV COV SURF CAP D-1a01.dwg
DRAWING SCALE	AS SHOWN



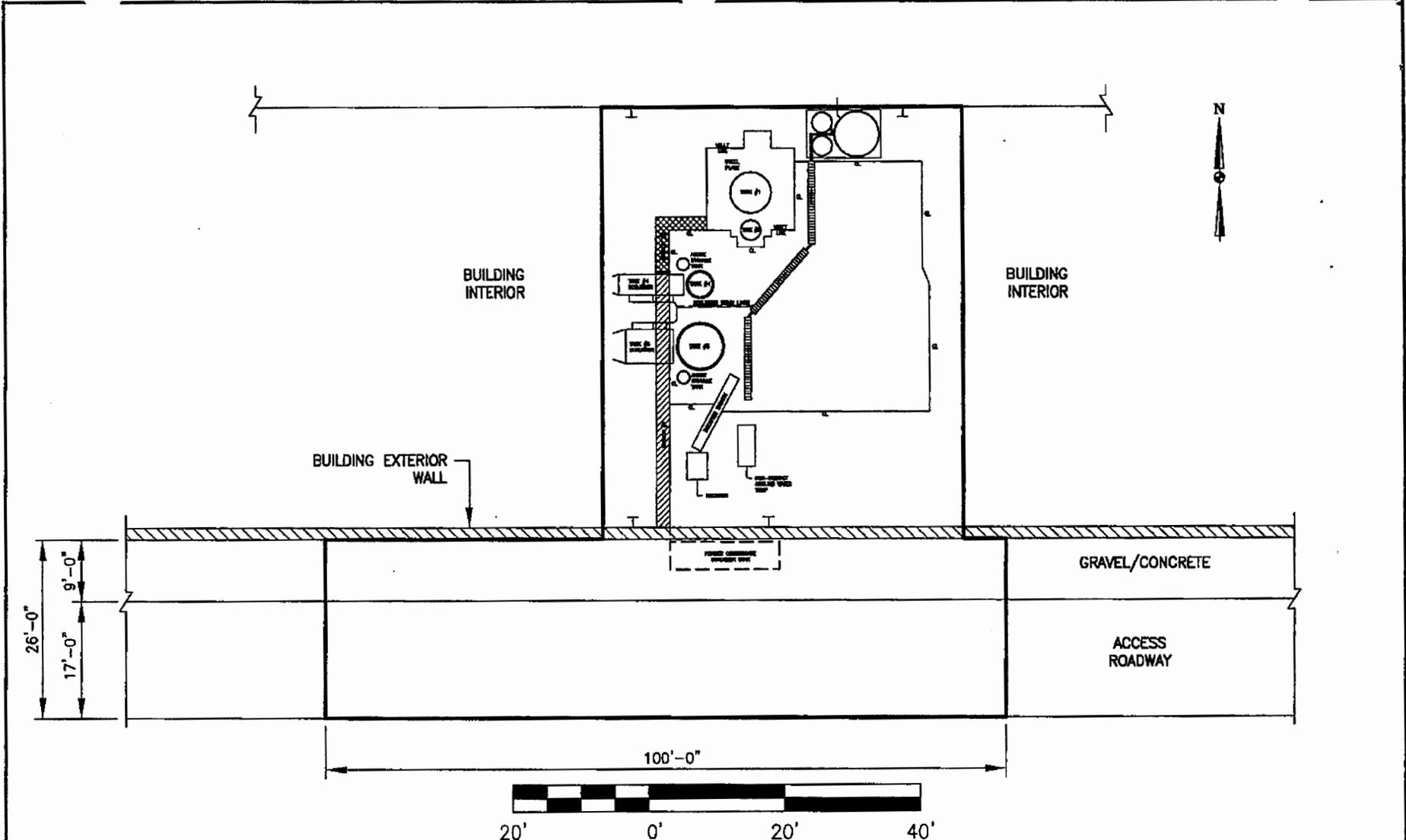
98 Vanadium Road Bridgeville, PA 15017 (412) 221-1100

AMPCO-PITTSBURGH CORPORATION

TANNER PLATING DIVISION
NEW CASTLE, PENNSYLVANIA
ENGINEERED CONTROL - SURFACE CAP

DRAWING NAME	EXHIBIT D-1
REV.	0

Plot: am045 10/19/2011 10:53 P:\AMPCO\203114\ENV COV SURF CAP D-1a01.dwg



LEGEND:



BOUNDARY OF
ENGINEERING CONTROL
SURFACE CAP

DRAWN BY	DJF
DATE	9/9/11
CHECKED BY	SSG
SET JOB NO.	203114
SET DWG FILE	ENV COV SURF CAP D-2a01.dwg
DRAWING SCALE	AS SHOWN



98 Vanadium Road Bridgeville, PA 15017 (412) 221-1100

AMPCO-PITTSBURGH CORPORATION
TANNER PLATING DIVISION
NEW CASTLE, PENNSYLVANIA
ENGINEERED CONTROL - SURFACE CAP

DRAWING NAME	EXHIBIT D-2	REV.	0
--------------	-------------	------	---