

EASEMENT AND NON-INTERFERENCE AGREEMENT

THIS AGREEMENT is made and entered into this 5th day of July 1989 by and between John L. Reed and Norma G. Reed of North Dartmouth, Bristol County, Massachusetts, and the Settling Defendants as defined in a Consent Decree filed with the United States District Court for the District of Massachusetts on February 9, 1989 in U.S. v. ADAC Corporation et al. (Civil Action No. 89-0306-S) and in Commonwealth of Massachusetts v. ADAC Corporation (Civil Action No. 89-0307-S) (the "Consent Decree"), which Consent Decree was entered by said Court on May 31, 1989.

## WITNESSETH:

WHEREAS, the Reeds are the owners of certain real property located on North Hixville Road in North Dartmouth, Bristol County, Massachusetts, as more particularly described in Exhibit A hereto which is made part hereof (the "Reeds' Land");

WHEREAS, portions of the Reeds' Land (the "Easement Area"), which are depicted on the Easement Plan attached hereto as Exhibit B and made part hereof, comprise part of the ReSolve Superfund Site, a site designated pursuant to the provisions of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. §9601 et. seq. ("CERCLA") in September, 1983 by the United States Environmental Protection Agency (hereinafter "EPA") as a Superfund National Priorities



List Site (the "Site");

WHEREAS, EPA, The Commonwealth of Massachusetts (the "Commonwealth") and the Settling Defendants have entered into the Consent Decree pursuant to which the Settling Defendants are authorized and required to perform certain response actions at the Site (hereinafter the "Work");

WHEREAS, the Consent Decree provides that the Settling Defendants shall secure access to the Site for the Settling Defendants, EPA, the Commonwealth and their respective authorized representatives or agents, for purposes of the performance of the Consent Decree; and

WHEREAS, the Reeds are willing to grant to the Settling Defendants, EPA, the Commonwealth and their respective representatives, agents, employees, contractors and sub-contractors (hereinafter individually and collectively referred to as the "Benefitted Parties") the requested rights of access subject to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the foregoing, of the Settling Defendants' conducting the Work and other activities authorized by or related to the Consent Decree, of the covenants and agreements set forth below, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties covenant and agree as follows:

1. Easements.

The Benefitted Parties and their successors and assigns are hereby granted the right and easement to enter upon the

Easement Area with men, vehicles and equipment and machinery (of every kind and character) in order to plan for, undertake and conduct the Work and all other activities authorized by or related to the Consent Decree. Said right and easement shall include, without limiting the generality of the foregoing, the right to erect fences on and around the Easement Area; to excavate in, upon and under the Easement Area; to move or remove soil and/or sediments; to treat and replace soil and/or sediments; to extract, treat and/or remove surface water and/or groundwater; to reinject groundwater at one or more locations; to install, maintain, repair and replace one or more monitoring wells; and to construct, erect or install and maintain, repair and replace temporary roads, buildings or other structures, utilities, drainage pipes, ditches, conduits and other improvements of every kind and character.

2. Restoration.

The Settling Defendants, acting by and through the ReSolve Site Group, an unincorporated association made up of the Settling Defendants, agree to perform the restoration work with respect to the Easement Area in accordance with the terms of the Consent Decree; and this shall constitute the Settling Defendants', the ReSolve Site Group's and each of their respective successor's and assign's sole and exclusive obligation and liability with respect to the restoration of all or any portion of the Easement Agreement as a consequence of the performance of the Work and all other activities authorized by or related to the Consent Decree.

3. Non-Interference With the Work.

The Reeds covenant and agree that neither they nor their heirs, executors, administrators, personal representatives, successors or assigns (including, without limitation, their successors in title to the real estate described in Exhibit A hereto) nor any person claiming by, through or under them shall take or cause to be taken any action(s) which will interfere in any way with the performance of the Work or any other activity authorized by or related to the Consent Decree.

4. Termination.

The easements granted by this Agreement, together with the covenants set forth herein, shall terminate and this Agreement shall no longer be of any force and effect upon the Settling Defendants' (acting by and through the aforesaid ReSolve Site Group or its then successor entity) executing and recording with the Bristol County Southern District Registry of Deeds (or any successor office of public records thereto) an instrument which terminates this Agreement.

5. Governing Law; Interpretation.

This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts and shall be liberally interpreted so as to effect its remedial purpose of ensuring access to the Easement Area and the Site for purposes of performance of the Work and all other activities authorized by or related to the Consent Decree and of ensuring non-interference with the performance of the Work and said other activities.

6. Binding Effect.

This Agreement shall be binding upon all heirs, executors, administrators, personal representatives and successors and assigns of the parties hereto.

7. Notices.

All notices, requests, demands or other written communications shall be deemed duly given at such time as they are deposited into the United States mails sent by certified or registered mail, return receipt requested, addressed to:

In the case of the Reeds:

John L. Reed and Norma G. Reed

John L. Reed  
Norma G. Reed

In the case of the ReSolve Site Group:

ReSolve Site Group  
c/o Gaston & Snow, Executive Director  
Attn: Michael P. Last, Esquire  
One Federal Street  
Boston, Massachusetts 02110

IN WITNESS WHEREOF, this Easement and Non-Interference Agreement has been signed, sealed and delivered by the undersigned as of the date first above written.

[Signature]  
Witness

[Signature]  
Witness

John L. Reed  
John L. Reed

Norma G. Reed  
Norma G. Reed

ReSolve Site Group, an Unincorporated Association of the Settling Defendants

By: Gaston & Snow, Executive Director

Joannette Berube  
Witness

By: Michael P. Last  
Michael P. Last

COMMONWEALTH OF MASSACHUSETTS

Bristol County, ss.

July 8<sup>th</sup>, 1989

Then personally appeared John L. Reed and Norma G. Reed,  
and acknowledged the foregoing instrument to be their free act  
and deed, before me

Francis J. Veale Jr.  
Notary Public  
My Commission Expires: Feb 15, 1994

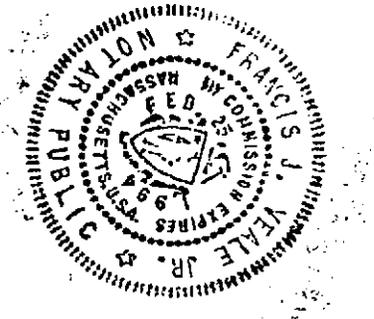


EXHIBIT A TO EASEMENT AND NON-INTERFERENCE AGREEMENT

Parcel I

The land in North Dartmouth, Bristol County, Massachusetts which is bounded and described as follows: viz:-

Beginning at the southwesterly corner thereof at a point in the easterly line of North Hixville Road and at the northwesterly corner of land of George Brun, thence running easterly in line of the wall and partly in line of last named land and partly in line of other land of the Grantee 216 feet to the corner of the wall; thence running northerly in line of the wall and in line of other land of the Grantee 258 feet to the corner of a wall at other land of the Grantee, thence running westerly in line of the wall in line of last named land 216 feet to the said easterly line of said North Hixville Road and thence running southerly in said easterly line of said Road 258 feet to the place of beginning

Being the premises conveyed to John L. Reed and Norma G. Reed by deed of John L. Reed and Norma G. Reed, Trustees of Reed Realty Trust, dated September 14, 1987, recorded with the Bristol County Southern District Registry of Deeds in Book 2048, Page 751.

Parcel II

Also another certain lot of land situated in said North Dartmouth on the easterly side of the road leading northerly from the Village of Hixville and bounded and described as follows:

Bounded on the north by land formerly occupied by Mary W. Macomber;

On the east by the Mill Road or stream;

On the south by the land formerly of Joseph Briggs, Jr.; and

On the west by the aforesaid road;

Being the same premises conveyed to John L. Reed and Norma G. Reed by deed of John L. Reed and Norma G. Reed, Trustees of Reed Realty Trust, dated September 4, 1987 recorded in the Bristol County South District Registry of Deeds in Book 2047, Page 776.

Received & Recorded April 26, 1991 at 2 hrs. 5 min. P.M

Attest: *John [Signature]* Register