

RESTRICTION AND NON-INTERFERENCE AGREEMENT

THIS AGREEMENT is made and entered into this 28<sup>th</sup> day of September, 2011 by John L. Reed having an address of 1269 North Hixville Road, North Dartmouth, Massachusetts 02747, (hereinafter the "Owner") for the express benefit of 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, et al. (Civil Action No. 89-0307-S) (the "Consent Decree"), which Consent Decree was entered by said Court on May 31, 1989 and the other Benefited Parties set forth in Paragraph 3 hereof. The Settling Defendants are listed in Exhibit A hereto, which is hereby made part hereof and have a mailing address of c/o Michael P. Last, Esquire, Rackemann, Sawyer & Brewster, 160 Federal Street, Boston, Massachusetts 02110. For purposes of the provisions of Massachusetts General Laws ("MGL") Chapter 184, Section 27(a) with respect to the enforcement of restrictions, as and the extent such provisions are applicable hereto, this Agreement is joined in as a party by the Settling Defendants, who are acting by and through the ReSolve Site Group, an unincorporated association made up of the Settling Defendants (the "ReSolve Site Group").

**WITNESSETH:**

**WHEREAS**, the Owner is the owner of certain real property situated easterly of North Hixville Road in the Town of Dartmouth, Bristol County, Massachusetts; the said real property owned by the Owner being more particularly described in Exhibit B attached hereto and shown on the plan of land attached hereto as Exhibit C, both of which Exhibits are made part hereof (the "Land");

**WHEREAS**, the Re-Solve, Inc. Landfill Superfund Site (the "Site"), which is situated off said North Hixville Road, in the Town of Dartmouth, Massachusetts was designated pursuant to

the provisions of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. §9601 et seq. ("CERCLA") in September, 1983 by the United States Environmental Protection Agency ("EPA") as a Superfund National Priorities List site;

**WHEREAS**, EPA 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 (the "Work");

**WHEREAS**, the Consent Decree requires the imposition of certain restrictions on the Land and the use thereof; and

**WHEREAS**, the Owner is willing to covenant and agree to the restrictions affecting the Land and the use thereof, all as herein set forth.

**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, which Work and other activities benefit the Land; 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. Restrictions.**

The Owner covenants and agrees that, during the term hereof, the Land shall be subject to the following restrictions as provided in the Consent Decree, which restrictions shall continue in full force and effect, unless this Agreement shall be terminated in accordance with the provisions of Paragraph 9 hereof:

- (a) Residential, agricultural or other uses of the Land that may present an unacceptable risk to human health are prohibited;

- (b) Extraction and use of groundwater for consumption or any other purpose is prohibited, except for groundwater monitoring and/or dewatering or groundwater management associated with the performance of the Work or other activities authorized by or related to the Consent Decree;
- (c) Excavation or excavation-related activities and/or the disturbance of gravel or other surface cover materials at or upon the Land is prohibited, except for such excavation and excavation-related activities or gravel or other surface cover material disturbance as are associated with the performance of the Work or other activities authorized by or related to the Consent Decree; and
- (d) Construction of any structures is prohibited, except for such structures as are associated with the performance of the Work or other activities authorized by or related to the Consent Decree.
- (e) Any activities in, on, under or upon the Land and/or any uses of the Land that are not consistent with the implementation or continuing integrity of the Work or other activities authorized by or related to the Consent Decree or that may present an unacceptable risk to human health or the environment.

2. **Non-Interference with the Work.**

The Owner covenants and agrees that neither he nor his successors or assigns (including, without limitation, his successors in title to the Land) nor any person claiming by, through or under him shall take or cause to be taken any action(s) which will interfere with the implementation of the restrictions set forth in Paragraph 1 hereof or the implementation, integrity or protectiveness of the Work or other activities authorized by or related to the Consent Decree.

3. **Parties and Land Benefited.**

This Restriction and Non-Interference Agreement shall be for the benefit of the Site and also shall be for the express benefit of and enforceable by each of the following parties (the "Benefited Parties"): the Settling Defendants, the ReSolve Site Group, EPA, the Commonwealth and each of the aforesaid parties' respective successors (including, as applicable, successor regulatory agencies) and assigns. For purposes of MGL Chapter 184, Section 26, EPA and the Commonwealth are each a "Governmental body," and the parties hereto acknowledge their status as such.

**4. Continued Enforceability of Restrictions; Power of Attorney.**

It is intended that the restrictions and covenants set forth in this Agreement shall remain in full force and effect until terminated as provided in Paragraph 9 hereof. To the extent necessary or desirable in order to assure that said restrictions or covenants remain in full force and effect, each of the Benefited Parties and its respective successors and assigns is authorized to record or file any notices or instruments pursuant to the provisions of MGL Chapter 184, Sections 26-29, any successor provisions thereto and/or any other applicable laws or regulations appropriate to assuring the continued enforceability of this Agreement and the restrictions set forth herein; and for the purpose of executing, delivering, recording and filing such notices or instruments the Owner hereby appoints each of the Benefited Parties and their respective successors and assigns as his attorney-in-fact, with full power of substitution in the premises. The said power of attorney is coupled with an interest and shall be irrevocable.

**5. Inspection.**

The Benefited Parties and their employees, agents, consultants, contractors and representatives may inspect the Land to ensure that the Owner is in compliance with the restrictions imposed under the terms of this Agreement. For this purpose, the Owner grants the

Benefited Parties and their employees, agents, consultants, contractors and representatives access to the Land. The failure of the Benefited Parties to exercise this right of inspection for any period of time, however, shall not be construed as a waiver of such right.

**6. Enforcement.**

Each of the Benefited Parties shall have the right to enforce this Agreement and all rights and restrictions granted hereunder or pursuant hereto by appropriate legal proceedings and to obtain injunctive and other equitable relief against any violations. The exercise by any of such parties of one remedy hereunder shall not have the effect of waiving or limiting any other permitted remedy, and the failure to exercise any remedy shall not have the effect of waiving or limiting the use of any other remedy or the use of such remedy at any other time.

**7. Reference to this Agreement in Subsequent Instruments.**

The Owner and his successors in title to the Land shall insert a reference to this Restriction and Non-Interference Agreement, which reference shall include the Registry of Deeds Book and Page number of this Agreement, into any subsequent deed or other legal instrument by which the Owner or such successor in title divests himself of either the fee simple title to or any lesser estate in the Land. Concurrently with his entering into any such deed or other legal instrument, the Owner or his successor in title to the Land, as the case may be, shall give written notice of same to the Settling Defendants in accordance with the provisions of Paragraph 12 hereof. Failure by the Owner or its successor in title to comply with the requirements of this Paragraph 7 shall not affect the validity, enforceability or priority of this Agreement.

**8. Confirmatory Documents.**

The parties agree to execute, deliver and record or file such instruments and documents as may be necessary from time to time to confirm the restrictions and covenants herein set forth, including, without limitation, the notices and documents referred to in Paragraph 4 hereof, so that such restrictions and covenants shall remain in full force and effect in accordance with the terms and intent of this Agreement.

**9. Termination.**

The restrictions imposed 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' (who may act by or through the 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) (the "Registry of Deeds") a written instrument evidencing the termination of this Agreement, which instrument shall either (a) be endorsed with the approval of such termination by EPA (or its then successor regulatory agency) or (b) be recorded together with a document evidencing EPA's (or its then successor regulatory agency's) approval of such termination.

**10. Governing Law; Interpretation.**

This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts or of the United States, as applicable, and shall be liberally interpreted so as to effect its remedial purpose of ensuring (a) the protectiveness of the remedy set forth in the Consent Decree and (b) non-interference with the performance of the Work and all other activities authorized by or related to the Consent Decree.

**11. Full Integration; Binding Effect.**

This Agreement shall constitute the full and complete understanding and agreement between the parties with respect to the subject matter hereof, and shall supersede and terminate all other prior or contemporaneous understandings and agreements, whether oral or written, with respect to said subject matter. This Agreement shall constitute a binding servitude and shall run with the Land for the benefit of the Site until terminated as provided in Paragraph 9 hereof, and shall be binding upon all heirs, executors, administrators, personal representatives and successors and assigns of the Owner.

**12. 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 Owner:**

John L. Reed  
1269 North Hixville Road  
North Dartmouth, MA 02747

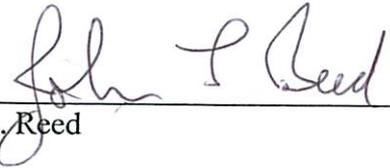
**In the case of the  
Settling Defendants  
and the Shpack Site Group:**

ReSolve Site Group  
c/o Michael P. Last, Esquire  
Rackemann, Sawyer & Brewster  
160 Federal Street  
Boston, MA 02110

Either party may change his or its said address for purposes of notices, requests, demands or other written communication hereunder by notice given in the above manner to the other party, with a notarized copy of said notice, which shall refer to this Agreement and the Book and

Page of its recording, to be recorded with the Registry of Deeds with a marginal reference thereto to be noted on this Agreement.

IN WITNESS WHEREOF, this Restriction and Non-Interference Agreement has been signed, sealed and delivered by the undersigned, each of whom is duly authorized to do so, as of the date first above written.

  
\_\_\_\_\_  
John L. Reed

Joined in By the  
**RESOLVE SITE GROUP**, an  
Unincorporated Association of  
the Settling Defendants, as and  
to the extent specified in this Agreement.

  
\_\_\_\_\_  
Witness

By:   
\_\_\_\_\_  
Michael P. Last, Its Common Counsel

COMMONWEALTH OF MASSACHUSETTS

Bristol, ss

September 28, 2011

On this 28<sup>th</sup> day of September, 2011, before me, the undersigned notary public, personally appeared John L. Reed, proved to me through satisfactory evidence of identification, which was a Massachusetts Drivers License, to be the person whose name is signed on the preceding document, and acknowledged to me that he signed it voluntarily for its stated purpose.



Dawn M. Souza  
Notary Public:  
My Commission Expires 10-05-2012

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss

September 30, 2011

On this 30<sup>th</sup> day of September, 2011, before me, the undersigned notary public, personally appeared Michael P. Last, proved to me through satisfactory evidence of identification, which was a Massachusetts Drivers License, to be the person whose name is signed on the preceding document, and acknowledged to me that he signed it voluntarily for its stated purpose on behalf of the ReSolve Site Group.



Stacey L. Forster  
Notary Public:  
My Commission Expires 4.9.15

**EXHIBIT A  
TO REED RESTRICTION AND  
NON-INTERFERENCE AGREEMENT**

**LIST OF SETTLING DEFENDANTS**

AVX	Bangor Punta Marine/O'Day Company
AT&T Technologies, Inc./Western Electric Co.	Farina Brothers, Inc.
Pervel Industries	TNCO
Arkwright, Inc.	Augat, Inc.
Northeast Solvents Reclamation Corp.	Sprague Electric Company
Haartz Auto Fabric Co.	Signa Instruments, Inc.
Prime Tanning Co., Inc.	Anson, Inc.
Firestone Tire and Rubber Co.	Inland Specialty Chemical Corp.
Aerovox/Belleville	Eastern Reproduction Corp.
Xidex Corporation	Union Camp Corp.
Whitman Products LTD./Whitman Skivertex	Car-Doc, Incorporation
Lilly Industrial Coatings, Inc.	GeoChem Incorporation
Cooley, Inc.	Pioneer Plastics, Div. of LOF Plastics
Bailey Manufacturing Corporation	Middlesex Research Mfg. Co., Inc.
Millipore Corp.	Pearson Yachts/Grumman Corporation
Pandel-Bradford, Inc. Div. of Comp Ind.	A.J. Knott Tool & Mfg Co.
Beatrice Chemical Stahl/United Finish Co.	Axton Cross Chemical
Texas Instruments, Inc.	Wilner Wood Products Co.
Coppercraft Guild	Duralectra, Inc.
Hazen Paper Co.	Electro Films, Inc.
USM Corp – Bailey/Emhart Ind./Emhart Corp.	Kingston-Warren
General Chemical Co.	Symmons Industries
C.E. Bradley Laboratories Inc.	K. W. Thompson Tool Inc.
Coaters, Inc.	Snap-On Tools Corp.
Spalding, Division of Questor	Holden Sanitation
George Mann	Allen Jewelry
Reynolds & Markman, Inc.	Selig Manufacturing Co., Inc.
L. G. Balfour Co.	Dancraft Inc.
	PIC's Screw Machine, Inc.

**EXHIBIT B  
TO REED RESTRICTION AND  
NON-INTERFERENCE AGREEMENT**

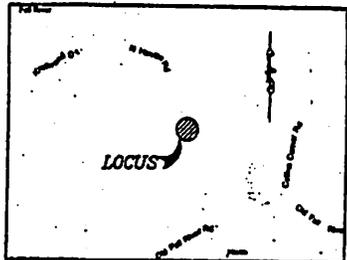
**DESCRIPTION OF THE "LAND"**

The "Land" consists of the following:

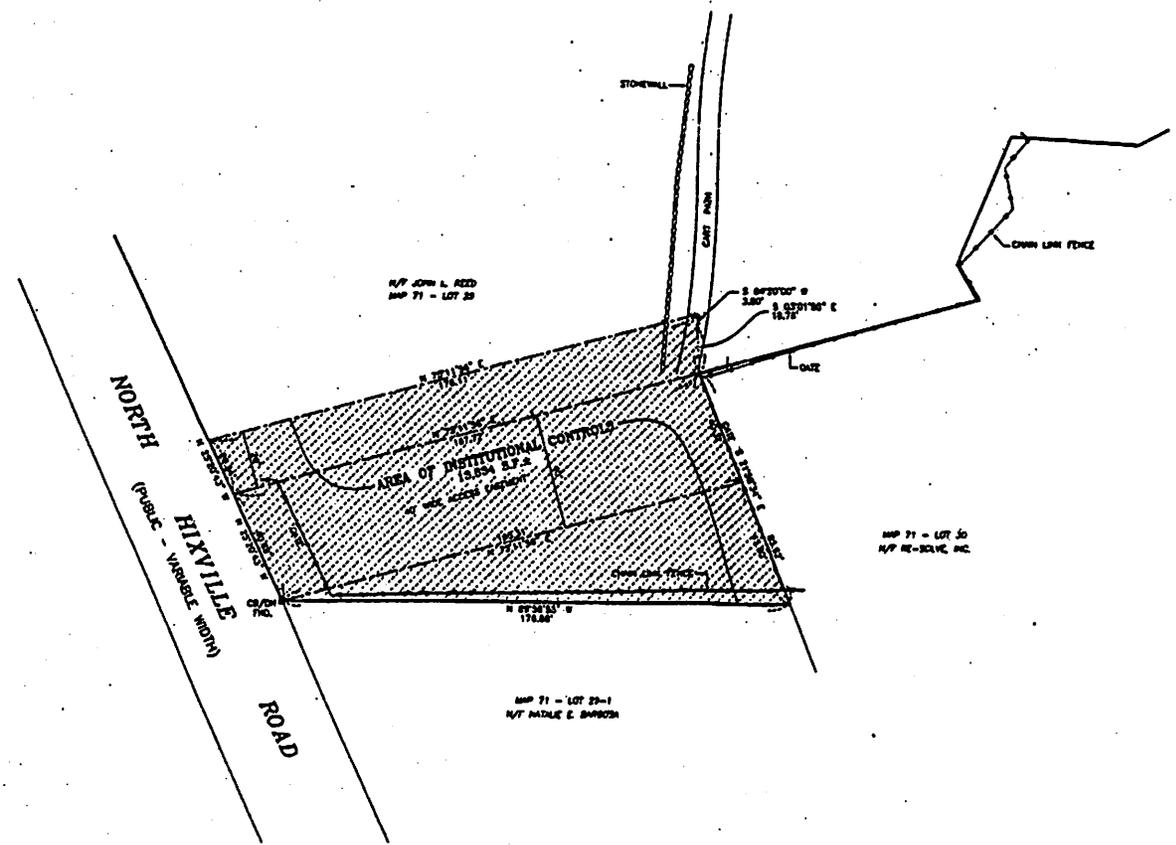
The land situated on North Hixville Road in the Town of Dartmouth, Bristol County, Massachusetts being identified as the "Area of Institutional Controls" on plan of land to be recorded herewith entitled "Plan of Land Area of Institutional Controls in Dartmouth, Massachusetts Prepared for Re-Solve, Inc." dated July 22, 2011 prepared by SITEC, Inc. and being bounded and described according to said Plan as follows:

Northerly	by land marked "N/F John L. Reed" on said Plan, 176.11 feet;
Easterly	by said Reed land and by land marked "N/F Re-Solve, Inc." on said Plan, 106.48 feet;
Southerly	by land marked "N/F Natalie E. Barbosa on said Plan, 176.88 feet; and
Westerly	by North Hixville Road as shown on said Plan, 61.03 feet.

Containing, according to said Plan, approximately 13,834 square feet of land.



**LOCUS MAP**  
SCALE: 1"=1,000'

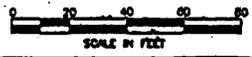


- I HEREBY CERTIFY THAT:
- 1.) THIS PLAN CONFORMS WITH THE RULES AND REGULATIONS OF THE REGISTRARS OF DEEDS OF THE COMMONWEALTH OF MASSACHUSETTS; AND
  - 2.) THE PROPERTY LINES SHOWN ON THIS PLAN ARE THE LINES DIVIDING EXISTING OWNERSHIPS, AND THE LINES OF THE STREETS AND WAYS SHOWN ARE THOSE OF PUBLIC OR PRIVATE STREETS OR WAYS ALREADY ESTABLISHED, AND THAT NO NEW LINES FOR DIVISION OF EXISTING OWNERSHIPS OR FOR NEW WAYS ARE SHOWN.

*[Signature]* 7/2/2011  
PROFESSIONAL LAND SURVEYOR DATE



PLAN OF LAND  
AREA OF INSTITUTIONAL CONTROLS  
IN  
DARTMOUTH, MA  
PREPARED FOR  
RE-SOLVE, INC.  
SCALE: 1"=20' JULY 22, 2011  
PREPARED BY



**SITEC**  
Sitec, Inc.  
245 Frame Street  
Dartmouth, MA 01947  
(508) 588-3125  
Fax (508) 588-3666  
www.sitec.com

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JULE & DEASCENTIS, P.C.  
COUNSELLORS AT LAW  
57 NORTH MAIN STREET  
FALL RIVER, MA 02720



REGISTER