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**GRANT OF ENVIRONMENTAL RESTRICTION  
AND EASEMENT**

42 U.S.C. § 9601 *et seq.*, and M.G.L. c. 21E, § 6

*[Note: This instrument is established as an institutional control  
for a federal Superfund Removal Site, pursuant to Section 10-4  
of CERCLA, 42 U.S.C. § 9604.]*

EPA Site Name: GE-Pittsfield/Housatonic River Site  
DEP Site Name: GE Pittsfield Disposal Sites  
DEP Disposal Site No. GECD170

This GRANT OF ENVIRONMENTAL RESTRICTION AND EASEMENT (the  
"Grant") is made as of this 13<sup>th</sup> day of October, 2011, by 444 Merrill Road, LLC  
("Grantor").

WITNESSETH:

WHEREAS, Grantor is the owner in fee simple of a certain parcel of land located at 444  
Merrill Road in Pittsfield, Berkshire County, Massachusetts, with the buildings and  
improvements thereon, pursuant to a deed of Paul D. Petricca and Peter A. Petricca, constituting  
a majority of the Trustees of The Peter N. Petricca Family Trust (dated August 9, 2001), to 444  
Merrill Road, LLC,, which deed was recorded in the Berkshire Middle District Registry of Deeds  
on May 17, 2011, in Book 4754, Page 337;

WHEREAS, said parcel of land, known and/or numbered as Tax Parcel No. L12-1-5 on  
the City of Pittsfield Tax Assessor's Map, which parcel is more particularly bounded and  
described in Exhibit A attached hereto and made a part hereof (the "Property"), is subject to this  
Grant. The Property is shown on a plan entitled "Plan of Property and Restricted Area, Pittsfield  
Assessor's Lot No. L12-1-5," consisting of one sheet, prepared by Hill Engineers, Architects,  
Planners, dated September 15, 2011, which was recorded in the Berkshire Middle District  
Registry of Deeds on January 30, 2012, in Plat K, No. 12, and a copy of which is attached  
hereto as Exhibit B and made a part hereof;

WHEREAS, the Property and certain restricted areas of the Property referred to as the  
Engineered Barrier Area, the Open Soil/Vegetated Area, the Other Ground-Covering Feature  
Area, the Brook Area, and the Groundwater Response Action Component Area (if any is  
established in the future), all as defined below (collectively, all of the foregoing restricted areas  
comprising the "Restricted Area"), are subject to covenants, restrictions, easements and other  
rights and obligations under this Grant; the Restricted Area being shown on the above-referenced  
Plan of Property and Restricted Area (Exhibit B hereto); as such plan may be revised by the  
General Electric Company ("GE"), with notice to Grantor and written approval of Grantee, and  
in accordance with the Consent Decree and Statement of Work attached thereto (as such

documents are defined below), to show: (i) any changes in the boundary and the legal metes and bounds description of the Restricted Area or of particular types of restricted areas resulting from completion of the non-groundwater Response Actions at the Property; and/or (ii) the location of any Groundwater Response Action Component Area, if and when such an area is determined to be necessary as part of Response Actions to address groundwater contamination at the Property; said plan, with any such revisions, being collectively referred to herein as the "Plan of Restricted Area";

WHEREAS, the UNITED STATES ENVIRONMENTAL PROTECTION AGENCY, a duly constituted agency organized under the laws of the United States of America and having a regional office at Five Post Office Square, Suite 100, Boston, Massachusetts 02109-3912 ("EPA"), has identified a site, comprising the GE facility in Pittsfield, Massachusetts, the Housatonic River adjacent to and downstream of the GE facility, and other areas, all as more particularly described in the Consent Decree (defined below), known as the "GE-Pittsfield/Housatonic River Site" (the "Site"), as a result of the release of hazardous substances at or from the GE facility, as such terms are defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended ("CERCLA"), 42 U.S.C. 9601 *et seq.*;

WHEREAS, the MASSACHUSETTS DEPARTMENT OF ENVIRONMENTAL PROTECTION, a duly constituted agency organized under the laws of the Commonwealth of Massachusetts and having an office at One Winter Street, Boston, MA 02108 ("DEP"), as a result of the release of oil and/or hazardous materials at the Site, as those terms are defined in the Massachusetts Oil and Hazardous Materials Release, Prevention and Response Act, M.G.L. c. 21E ("Chapter 21E"), has placed the Site and/or portions of the Site on the Massachusetts List of Confirmed Disposal Sites and Locations To Be Investigated, pursuant to Chapter 21E, and has assigned to the portion of the Site containing the Property (known as the Unkamet Brook Area) DEP Disposal Site Number GECD170 pursuant thereto;

WHEREAS, EPA regulates activities at hazardous substance disposal sites pursuant to CERCLA and the National Contingency Plan, 40 C.F.R. 300.400 *et seq.*, as amended (the "NCP"), and DEP regulates activities at disposal sites pursuant to Chapter 21E and the Massachusetts Contingency Plan, 310 C.M.R. 40.0000, as amended (the "MCP"), respectively;

WHEREAS, the Property is situated within the Site and specifically within an area of the Site known as the Unkamet Brook Area;

WHEREAS, GE has entered into a Consent Decree in connection with the Site with the United States, the State of Connecticut, and the Commonwealth of Massachusetts (the "Commonwealth") in *United States of America, State of Connecticut, and Commonwealth of Massachusetts v. General Electric Company*, Civil Action No. 99-30225-MAP *et seq.*, entered by the United States District Court for the District of Massachusetts on October 27, 2000 (the "Consent Decree");

WHEREAS, the Consent Decree and an accompanying Statement of Work ("SOW") require the performance of certain Response Actions (as defined below) at the Site or portions thereof;

WHEREAS, Response Actions are ongoing at the Site and include Response Actions at the Property;

WHEREAS, EPA has determined and the Consent Decree requires that certain easements, rights, obligations, covenants, and restrictions, as more particularly set forth below, at are necessary at the Property to ensure the protectiveness and integrity of the Response Actions;

WHEREAS, DEP has provided EPA with review and comment on the Response Actions, and agrees with the need for such easements, rights, obligations, covenants, and restrictions, as aforesaid, to ensure the protectiveness and integrity of the Response Actions;

WHEREAS, because the Response Actions, as they affect the Property, are a Removal Action under CERCLA, EPA has requested that DEP accept a grant of such easements, rights, obligations, covenants, and restrictions, as aforesaid, pursuant to its authority under M.G.L. c. 21E, § 6;

WHEREAS, Grantor has agreed to grant the aforesaid easements, rights, obligations, covenants and restrictions, as more particularly set forth below, to DEP and its assigns, pursuant to an agreement between the Grantor and GE;

WHEREAS, EPA has taken into consideration the plans for the Response Actions at the Property and has determined, after DEP review and comment, that the covenants, restrictions and easements established herein shall be in full force and effect immediately, except that certain of said covenants and restrictions, identified below, shall not apply to activities at the Property prior to the Recording and/or Registration of a Notice of Completion (as defined below);

WHEREAS, upon completion of the Response Actions at the Property, GE shall Record and/or Register a Notice of Completion (defined below), indicating that the Response Actions at the Property have been completed and that the covenants and restrictions that were not previously applicable to activities at the Property shall henceforth apply to such activities (including any such activities commenced prior to the Recordation and/or Registration of the Notice of Completion); and

WHEREAS, GE may, if necessary, also Record and/or Register (i) a revised Plan of Restricted Area, as described above and referenced in the Notice of Completion, to show any changes in the boundary and the legal metes and bounds description of the Restricted Area or of particular types of restricted areas resulting from completion of the non-groundwater Response Actions at the Property; and/or (ii) a revised Plan of Restricted Area, as described above, to show the location of any Groundwater Response Action Component Area.

NOW, THEREFORE, GRANTOR does hereby COVENANT AND DECLARE that the Property shall be subject to the restrictions on activity and use set forth below, and does GIVE, GRANT AND CONVEY to DEP ("Grantee"), with QUITCLAIM COVENANTS, (1) the perpetual right to enforce said activity and use restrictions, and (2) an environmental protection and access easement of the nature and character, and for the purposes hereinafter set forth, with respect to the Property (collectively, the "Environmental Restriction and Easement").

Said Environmental Restriction and Easement is subject to the following terms and conditions:

**1. Purpose.** It is the purpose of this instrument to establish covenants, restrictions and easements, all of which shall run with the land, to facilitate Response Actions to address environmental contamination and to protect human health and the environment by reducing the risk of exposure to contaminants.

**2. Definitions.** For purposes of this instrument, the following terms shall have the following meanings:

A. "Brook Area" shall mean those areas of the Property designated as such on the Plan of Restricted Area, as more particularly bounded and described in Exhibit C attached hereto and made a part hereof; such areas are where Unkamet Brook flows through the Property on the surface of the ground (i.e., not through underground pipes or culverts).

B. "Engineered Barrier Area" shall mean those areas of the Property designated as such on the Plan of Restricted Area, as more particularly bounded and described in Exhibit C attached hereto and made a part hereof; such areas generally contain permanent caps designed, constructed, and maintained to isolate and contain underlying soils and other materials. Such caps include either a vegetated cover or an asphalt cover, a drainage layer, and an impermeable membrane liner, as described in Attachment G of the SOW.

C. "Grantor" includes the Grantor or any successor of Grantor in title to the Property.

D. "Groundwater Response Action Component Area" shall mean those areas of the Property (if any) designated as such on a revised Plan of Restricted Area; generally such areas contain components of the response action for groundwater at the Property, if any.

E. "Health and Safety Protocol" shall mean the Health and Safety Protocol attached hereto as Exhibit D and incorporated herein by reference.

F. "Licensed Site Professional" or "LSP" each shall mean a hazardous waste site cleanup professional, as defined in M.G.L. c. 21A, § 19, holding a valid license issued by the Board of Registration of Hazardous Waste Site Cleanup Professionals, pursuant to M.G.L. c. 21A, §§ 19 through 19J.

G. "Notice of Completion" shall mean a written notice applicable to the Property, executed by GE and bearing the signed approval of Grantee, which shall: (i) state that the Response Actions at the Property have been completed; (ii) state that certain provisions of this Grant that were not previously applicable to activities at the Property have become applicable to such activities in accordance with this Grant; (iii) reference a revised Plan of Restricted Area, note that such Plan has been revised to show any changes in the boundary and the legal metes and bounds description of the Restricted Area or of particular types of restricted areas as a result of the completion of the Response Actions, and state that such revised Plan has been or will be Recorded and/or Registered in accordance with this Grant; and (iv) include, as applicable, Recordation and/or Registration information for said revised Plan, if available.

H. "Open Soil/Vegetated Area" shall mean, collectively, those areas of the Property designated as such on the Plan of Restricted Area, as more particularly bounded and described in Exhibit C attached hereto and made a part hereof; such areas consist of any and all areas of the Property other than the Brook Area, the Engineered Barrier Area, and the Other Ground-Covering Feature Area.

I. "Other Ground-Covering Feature Area" shall mean those areas of the Property designated as such on the Plan of Restricted Area, as more particularly bounded and described in Exhibit C attached hereto and made a part hereof; such areas are where building foundations are located.

J. "Recorded" and "Registered" and their various conjugations shall mean, respectively, (1) as to unregistered land, recorded with the Berkshire Middle District Registry of Deeds, and (2) as to registered land, filed with the Berkshire County Land Registration Office, each conjugated as appropriate.

K. "Response Actions" shall mean the environmental response actions required to be undertaken at the Site or portions thereof pursuant to the Consent Decree and SOW (designated as Removal Actions under CERCLA), including (but not limited to) source control measures, soil removal, capping of contaminated soil, groundwater monitoring and (if necessary) response actions to address groundwater contamination, other actions to address existing contamination, institutional controls in the nature of restrictive covenants to prevent certain activities and uses at various properties, and certain operation and maintenance activities necessary to maintain the effectiveness of the response actions.

L. "Soil Management Protocol" shall mean the Soil Management Protocol attached hereto as Exhibit E and incorporated herein by reference.

M. "Statement of Work" or "SOW" shall mean the Statement of Work for Removal Actions Outside the River, which is Appendix E to the Consent Decree.

N. "Utility Work" shall mean the maintenance and/or repair of pipes, lines and other such conveyances for water (including the underground portion of Unkamet Brook), sewer,

stormwater, steam, gas, fuel oil, electricity, and communications, but not the installation of new pipes, lines, or other such conveyances.

**3. Restricted Activities and Uses.** Except as provided in Paragraph 4 ("Permitted Activities and Uses"), Paragraph 7 ("Conditional Exceptions from Restricted Activities and Uses"), Paragraph 8 ("Applicability"), and/or Paragraph 9 ("Emergency Excavation"), Grantor shall not perform, suffer, allow or cause any person to perform any of the following activities or uses in, on, upon, through, over or under the Property or portions thereof:

- A. Residential activity or use;
- B. Day care and educational (for children under eighteen (18) years of age) activity or use;
- C. Community center (for children under eighteen (18) years of age) activity or use;
- D. Recreational activity or use;
- E. Agricultural activity or use;
- F. Extraction, consumption, or utilization of groundwater underlying the Property, including without limitation, extraction for potable, industrial, irrigation, or agricultural use;
- G. Excavation, digging, drilling, or other intrusive activity into or disturbance of the surface of the ground and/or the underlying soil or sediments; and
- H. Any activity or use that would interfere with, or would be reasonably likely to interfere with, the implementation, operation, or maintenance of any aspect or component of the Response Actions already constructed or under construction, or of which Grantor has notice, including, without limitation, interference with any component of the Response Actions situated within the Engineered Barrier Area, any groundwater contaminant containment measures or barriers situated within the Groundwater Response Action Component Area (if any), or any groundwater monitoring wells, or any activity that would exceed the bearing load of, or pierce, any barrier or membrane situated within the Engineered Barrier Area.

The restriction set forth in subparagraph 3.G above shall not apply to activities which begin after the time that this Grant has been Recorded and end before the time that the Notice of Completion has been Recorded and/or Registered. Notwithstanding the foregoing, any interest in the Property acquired during the aforesaid time period shall nonetheless be subject to the provisions of subparagraph 3.G when they become applicable. Furthermore, during the aforesaid time period, Grantor shall not perform, suffer, allow or cause any person to perform in, on, upon, through, or under the Property or portions thereof, any digging, drilling, excavating, or other intrusive activity into, or any other disturbance of, the surface of the ground and/or underlying soil or sediments (apart from the activities described in Paragraph 9), unless Grantor first provides fourteen (14) days' advance written notice to Grantee and EPA.

**4. Permitted Activities and Uses.** Grantor reserves the right to perform, suffer, allow or to cause any person to perform any activity in, on, upon, through, over or under the Property, or make any use of the Property, that is not restricted by the provisions of this Environmental Restriction and Easement. In addition, Grantor may perform, suffer, allow or cause any person to perform the uses and activities set forth below in, on, upon, through, over or under the Property or portions thereof. Except for the permitted activities and uses allowed pursuant to subparagraphs 4.A and 4.B below, all such activities and uses at the Property shall only be conducted in accordance with the Soil Management Protocol and the Health and Safety Protocol, as applicable, as set forth below. Grantor shall restore the Property, or any portion thereof, affected by any activity or use permitted under subparagraphs 4.A through 4.E to its prior condition immediately upon completion of such activity or use, also in accordance with the Soil Management Protocol and the Health and Safety Protocol (except for permitted activities and uses allowed pursuant to subparagraph 4.A and 4.B).

A. Surface Excavation of Ten (10) Cubic Yards or Less. Notwithstanding the restrictions set forth in subparagraph 3.G, excavation, digging, drilling, or other intrusive activity into or disturbance of the surface of the ground and/or the underlying soil in the Open Soil/Vegetated Area, solely within the top one (1) foot of the surface of the ground, of no more than ten (10) cubic yards of such materials, in the aggregate, on a per project basis, shall be permitted. Grantor shall not segment a project to avoid the ten (10) cubic yard limitation established by this subparagraph 4.A. In conducting activities and uses pursuant to this subparagraph, Grantor shall comply with the following requirements:

- i. Such surface excavation shall be conducted in a timely fashion so as to minimize the time when excavated areas are open and/or excavated materials are stored in the Open Soil/Vegetated Area to the minimum time practicable for such activity or use; provided, however, that the duration of such excavation or storage shall not exceed fourteen (14) days.
- ii. Such surface excavation shall not in any way disturb, damage, or interfere with the underground pipes/culverts that convey a portion of Unkamet Brook through the Property beneath the surface of the ground.
- iii. Grantor shall take appropriate measures to secure stored soil and to control erosion, dust, and runoff.
- iv. Grantor shall (a) backfill excavations to the original surface grade with clean soil or with soil excavated from the Open Soil/Vegetated Area solely from the top one (1) foot of the surface of the ground; and (b) reestablish any disturbed vegetation.
- v. Grantor shall provide Grantee with written notice of each such surface excavation project no later than thirty (30) days after completion, and shall use the form attached hereto as Exhibit F for such notice, as such form may be modified in writing from time to time by Grantee; provided, however, that any such project where the total

amount of soil that has been or will be excavated is less than five (5) cubic feet shall not be subject to the foregoing notification requirement.

vi. Grantor shall not store or dispose of any excavated material outside of the Open Soil/Vegetated Area.

B. Surface Excavation of any Volume. Notwithstanding the restrictions set forth in subparagraph 3.G, excavation, digging, drilling, or other intrusive activity into or disturbance of the surface of the ground and/or the underlying soil in the Open Soil/Vegetated Area, solely within the top one (1) foot of the surface of the ground, of any volume of such materials shall be permitted. In conducting work pursuant to this subparagraph, Grantor shall comply with the requirements listed above in subparagraphs 4.A.i through 4.A.v, and the following additional requirements:

i. Grantor shall utilize an LSP to oversee the surface excavation permitted pursuant to this subparagraph.

ii. Disposal of excavated materials off of the Property shall be permitted provided that an LSP oversees such disposal and that the Grantor complies with the provisions of Paragraph 10 of the Soil Management Protocol regarding off-Property disposal of soil and other materials.

C. Surface and/or Subsurface Excavation of Ten (10) Cubic Yards or Less. Notwithstanding the restrictions set forth in subparagraph 3.G, excavation, digging, drilling, or other intrusive activity into or disturbance of the surface of the ground and/or the underlying soil in the Open Soil/Vegetated Area and/or the Other Ground-Covering Feature Area, at any depth, of no more than ten (10) cubic yards of such materials, in the aggregate, on a per project basis, shall be permitted. Grantor shall not segment a project to avoid the ten (10) cubic yard limitation established by this subparagraph 4.C. In conducting work pursuant to this subparagraph, Grantor shall comply with the following requirements:

i. Grantor shall utilize an LSP to oversee the excavation permitted pursuant to this subparagraph, including without limitation, the disposal of soil and other material. All activities and uses permitted pursuant to this subparagraph shall be conducted in accordance with the Soil Management Protocol and the Health and Safety Protocol.

ii. Such excavation shall be conducted in a timely fashion so as to minimize the time when excavated areas are open and/or excavated materials are stored on the Property to the minimum time practicable for such activity or use; provided, however, that the duration of such excavation shall not exceed fourteen (14) days. Any materials (e.g., soils, sediments, and personal protective equipment) excavated, collected, placed, used and/or stored on the Property or elsewhere, in connection with such excavation, shall be properly disposed of, or shipped or removed from the Property for proper disposal, within ninety (90) days from the date of such initial storage or within such longer time as is permitted under any applicable state or federal law or regulation.



iii. Such excavation shall not in any way disturb, damage, or interfere with the underground pipes/culverts that convey a portion of Unkamet Brook through the Property beneath the surface of the ground.

iv. Grantor shall provide Grantee with written notice of each such project no later than thirty (30) days after completion. Grantor shall use the form attached hereto as Exhibit F for such notice, as such form may be modified in writing from time to time by Grantee.

D. Surface and/or Subsurface Excavation for Utility Work. Notwithstanding the restrictions set forth in subparagraph 3.G, excavation, digging, drilling, or other intrusive activity into or disturbance of the surface of the ground and/or the underlying soil in the Open Soil/Vegetated Area and/or the Other Ground-Covering Feature Area, at any depth, for the purpose of Utility Work, shall be permitted. In conducting Utility Work pursuant to this subparagraph, Grantor shall comply with the following requirements:

i. All such Utility Work shall be conducted in accordance with the Soil Management Protocol and the Health and Safety Protocol (except as provided in Paragraph 3 of the latter Protocol). Grantor shall utilize an LSP to oversee all such activities and uses, including without limitation, the disposal of soil and other materials.

ii. Such Utility Work shall be conducted in a timely fashion so as to minimize the time when excavated areas are open and/or excavated materials are stored on the Property to the minimum time practicable for such activity or use; provided, however, that the duration of such excavation shall not exceed fourteen (14) days. Any materials (e.g., soils, sediments, and personal protective equipment) excavated, collected, placed, used and/or stored on the Property or elsewhere, in connection with such excavation, shall be properly disposed of, or shipped or removed from the Property for proper disposal, within ninety (90) days from the date of such initial storage or within such longer time as is permitted under any applicable state or federal law or regulation.

iii. Such Utility Work shall not in any way disturb, damage, or interfere with the underground pipes/culverts that convey a portion of Unkamet Brook through the Property beneath the surface of the ground, except as necessary for Utility Work that is conducted to maintain or repair those pipes/culverts.

iv. Grantor shall give Grantee fifteen (15) days' advance written notice prior to conducting any activities and uses pursuant to this subparagraph 4.D.

v. Grantor shall provide Grantee with written notice of each such project no later than thirty (30) days after completion. Grantor shall use the form attached hereto as Exhibit F for such notice, as such form may be modified in writing from time to time by Grantee.

E. Sampling. Notwithstanding the restrictions set forth in subparagraphs 3.F and 3.G, soil and groundwater sampling activities shall be permitted in the Open Soil/Vegetated Area and/or the Other Ground-Covering Feature Area; provided that Grantor shall engage an LSP to oversee such sampling; and further provided that all such activities and uses shall be conducted in accordance with the Soil Management Protocol and the Health and Safety Protocol.

F. All other restrictions set forth in Paragraph 3 ("Restricted Activities and Uses") shall apply to the activities and uses permitted to this Paragraph 4 ("Permitted Activities and Uses").

**5. Assent to Recording and/or Registration of Notice of Completion and Revised Plan of Restricted Area**. Grantor expressly assents to the Recording and/or Registration by GE, after completion of the Response Actions at the Property, and with notice to Grantor and written approval of Grantee, of a Notice of Completion as defined herein and, if applicable, a revised Plan of Restricted Area (referenced in such Notice) indicating any changes in the boundary and the legal metes and bounds description of the Restricted Area or of particular types of restricted areas resulting from completion of the Response Actions at the Property. Upon the Recording and/or Registration of such Notice of Completion, and, if applicable, revised Plan, the provisions made applicable thereby shall apply to all subsequent activities at and uses of the Property by Grantor and his/her executors, administrators, heirs, successors, and assigns and all other holders of any interest in the Property, regardless of whether such activities and/or uses had commenced prior to such time and regardless of whether any interest holder in the Property acquired such interest before or after the Recording and/or Registration of the Notice of Completion and, if applicable, revised Plan. Grantor also expressly assents to the Recording and/or Registration by GE of a revised Plan of Restricted Area, if necessary, to show the location of any Groundwater Response Action Component Area, together with a notice, executed by GE and bearing the signed approval of Grantee, referencing such revised Plan and stating that it is being Recording and/or Registered in accordance with the Grant.

**6. Obligations and Conditions**. Grantor affirmatively agrees to perform the following activities at the Property:

A. If Grantor observes or otherwise becomes aware of any failure or other significant alteration of any portion of the cap installed in the Engineered Barrier Area, including, without limitation, (i) exposure of or damage to any drainage layer, synthetic barrier, or liner, (ii) uneven settlement relative to surrounding areas, or (iii) damage to the pavement cover installed in the Engineered Barrier Area such as fissures, large cracks, or potholes, then Grantor shall notify Grantee and EPA thereof in writing within five (5) business days thereafter, with a copy to GE.

B. Grantor shall either maintain the existing building on the Property as a building, or, if that building (or any portion thereof) is demolished, maintain the building foundations and slabs contained in the Other Ground-Covering Feature Area, including performing any necessary repairs to ensure that the building foundations and slabs remain intact.

C. Any utility repair, maintenance, or installation conducted in confined spaces shall comply with the Health and Safety Protocol.

**7. Conditional Exceptions from Restricted Activities and Uses.** Subsequent to, but not before, such time as the Notice of Completion has been Recorded and/or Registered, Grantor may request from Grantee a conditional exception from: (a) one or more of the restricted activities or uses set forth in Paragraph 3 ("Restricted Activities and Uses") for a particular proposed activity or use and any related work, which would otherwise temporarily violate such restriction(s); and/or (b) one or more of the obligations set forth in Paragraph 6 ("Obligations and Conditions") for a particular proposed activity or use and any related work. Such request shall be submitted to Grantee in accordance with and shall be subject to all of the following:

**A. Submittal Requirements.** All requests for conditional exceptions shall, at a minimum:

- i. include a written description and/or plans of the proposed activity or use and other relevant information;
- ii. identify the type(s) of restricted area for which the conditional exception is requested;
- iii. identify the specific restriction(s) and/or obligation(s) from which the conditional exception is requested, and explain the need for the exception;
- iv. state the duration of the activity or use and any related work for which the conditional exception is requested, including a proposed termination date for the conditional exception (if applicable); and
- v. if required pursuant to subparagraph 7.B, below, include (a) a determination by an appropriately trained and licensed professional, such as an LSP, that the proposed activity and use and any related work for which the conditional exception is requested would satisfy the human health and environmental risk standard set forth in subparagraph 7.C, and (b) supporting technical analysis upon which such determination is based.

**B. Requirement to Use an Appropriately Trained and Licensed Professional; Request for Waiver.** An appropriately trained and licensed professional, such as an LSP, shall make the risk determination required in subparagraph 7.A.v, unless waived by Grantee pursuant to this subparagraph 7.B. Grantor may request Grantee to waive such requirement, if appropriate under the circumstances, for example, if a particular proposed activity and use and any related work are *de minimis*. In the event of such a request or on its own initiative, Grantee, in its sole discretion, may waive such requirement taking into consideration the nature and scope of a particular proposed conditional exception request. Any such waiver must be in writing. A waiver for one conditional exception request shall not be deemed to be a waiver for any future conditional exception request.

**C. Human Health and Environmental Risk Standard.** Grantor shall demonstrate, in accordance with the procedures set forth in subparagraphs 7.A and 7.B, that the activity or use

and any related work for which a particular conditional exception is requested would not result in an unacceptable risk to human health or the environment, pursuant to the criteria set forth at 40 C.F.R. § 300.430(e)(2)(i), as amended, or interfere with the integrity or effectiveness of the Response Actions. Such demonstration shall include, but not be limited to, consideration of the following factors, as applicable:

- i. potential exposure to or release of hazardous substances;
- ii. potential adverse impacts of the proposed activity or use on surface water runoff pathways;
- iii. potential creation of pathways of contaminant migration;
- iv. potential impact on groundwater and any non-aqueous-phase liquids (NAPL);
- v. management plans for excavated contaminated materials, including handling and disposal;
- vi. appropriate worker health and safety plans;
- vii. whether the proposed activity or use and any related work would interfere with the implementation, operation and/or maintenance of the Response Actions and if so, whether the proposed activity or use is necessary to reduce a threat to human health or the environment; and
- viii. any potential impacts of the activity on the underground pipes/culverts that convey a portion of Unkamet Brook through the Property beneath the surface of the ground, and if necessary, plans to protect or avoid interference with those pipes/culverts.

D. Other Relevant Considerations. In reviewing a proposed conditional exception request, Grantee may consider Grantor's financial and/or technical ability to perform the necessary response work in connection with such request. Grantee may also consider any other relevant matters related to the human health and environmental risk standard set forth in subparagraph 7.C, above.

E. Completeness Determination, Review and Response.

- i. If Grantee determines that Grantor's conditional exception request is sufficient and complete for purposes of review, Grantee shall review such request. If necessary, Grantee may notify Grantor of any deficiencies in Grantor's request, and may provide Grantor with an opportunity to submit supplemental information.
- ii. Except as provided for in subparagraph 7.G, Grantee, upon completion of its review of any conditional exception request, based upon whether the human health

and environmental risk standard set forth in subparagraph 7.C would be satisfied, and upon the other relevant considerations set forth in subparagraph 7.D, shall determine whether the requested conditional exception is appropriate and, if so, shall issue the conditional exception. If Grantee determines that the requested conditional exception is not appropriate, then Grantee shall issue a written explanation. Grantee may condition its issuance of a conditional exception as appropriate, including without limitation, upon the results of future sampling and/or testing.

iii. All conditional exceptions must be in writing and signed by Grantee.

F. Interim and Closeout Report Requirements. During and/or upon completion of the activity or use and any related work for which the conditional exception was obtained, upon request by Grantee, Grantor shall submit a written report confirming that such activity or use and related work was or is being implemented in accordance with the conditional exception, including in accordance with the representations in Grantor's conditional exception request submittal regarding the requirements set forth in subparagraphs 7.C and 7.D. Such report shall be prepared and signed by an appropriately trained and licensed professional, such as an LSP, unless pursuant to subparagraph 7.B Grantee previously waived the requirement to include a risk determination and supporting technical analysis by such professional.

G. Applicability of Amendment Provision to Conditional Exception Requests. Any conditional exception request for an activity or use and any related work which, in the judgment of Grantee, would result in a permanent modification to an activity or use restriction established in Paragraph 3 ("Restricted Activities and Uses"), including, without limitation, to the boundary of the Restricted Area or any particular type of restricted area, shall require an amendment to this instrument in lieu of a conditional exception, in accordance with Paragraph 16 ("Amendment and Release").

8. Applicability. The restrictions set forth in Paragraph 3 ("Restricted Activities and Uses") shall not apply to any response action undertaken by EPA or DEP, or their respective agents, representatives, contractors, subcontractors or employees, pursuant to CERCLA or Chapter 21E, and their respective implementing regulations. In addition, the restrictions set forth in subparagraphs 3.D through 3.F shall not apply to any of the following activities conducted by GE, or its employees, contractors, or subcontractors, pursuant to the Consent Decree and/or the SOW, as approved by EPA (which approval shall be after a reasonable opportunity for review and comment by DEP), for purposes of implementing or monitoring the Response Actions, provided that such activities do not permanently modify the boundary of the Restricted Area or any particular type of restricted area: soil or groundwater sampling; excavation, digging, drilling, or other intrusive activity into or disturbance of the surface of the ground and/or the underlying soil; and/or groundwater extraction.

9. Emergency Excavation. If it becomes necessary to excavate a portion of the Property, as part of a response to an emergency (e.g., repair of utility lines or responding to fire or flood), any activity and use restriction provisions of Paragraph 3 ("Restricted Activities and

Uses") above, which would otherwise restrict such excavation, shall be suspended with respect to such excavation for the duration of such emergency response, provided that Grantor:

A. Limits the actual disturbance involved in such excavation to the minimum reasonably necessary to adequately respond to the emergency;

B. Implements all measures necessary to limit actual or potential risk to the public health and environment arising from the emergency and the response thereto;

C. Undertakes precautions to minimize exposure of workers and neighbors of the Property to the hazardous substance or material; and

D. Engages an LSP to oversee the implementation of the terms of this Paragraph 9 ("Emergency Excavation"), and to prepare and oversee the implementation of a written plan which, in said professional's opinion, will restore the Restricted Area to a condition consistent with its condition before the emergency excavation took place, with minimal disturbance of the contaminated soils; said plan to be subject to the Soil Management and the Health and Safety Protocols, as applicable; said plan to be promptly prepared and implemented; a copy of said plan to be submitted to EPA and DEP within ten (10) days of its performance, together with a completed Post-Work Notification Form, attached hereto as Exhibit F, with a statement from said LSP that the Property has been restored to said condition; provided, however, that in cases where only minimal excavation has occurred such that there has been no significant impact on the protectiveness of the Response Actions, Grantor may request Grantee to allow the Grantor to prepare and submit the plan and statement, without utilizing the services of the otherwise required LSP.

In addition, Grantor shall notify EPA and the DEP Western Regional Office Emergency Response Section, or such other party as EPA or DEP may identify in writing to Grantor, of such emergency as soon as possible but no more than two (2) hours after having learned of such emergency.

**10. Grant of Easements.** In establishing this Environmental Restriction and Easement, Grantor hereby grants the following easements for the term of this Grant to Grantee, its agents, representatives, contractors, subcontractors and employees:

A. An easement to pass and repass over the Property for the purpose of inspecting the Property to ensure compliance with and fulfillment of the terms of this Environmental Restriction and Easement; and

B. An easement in, on, upon, through, over and under the Property for the following purposes:

i. constructing, implementing, monitoring, and performing the Response Actions and operation and maintenance for the Response Actions;

- ii. assessing the need for, planning, or implementing other response actions at the Site;
- iii. verifying any data or information submitted to EPA or DEP;
- iv. surveying and obtaining samples;
- v. installing groundwater monitoring wells and extraction wells;
- vi. conducting investigations relating to contamination at or near the Site; and
- vii. determining whether additional activity or use restrictions are necessary.

**11. Severability.** Grantor agrees, in the event that a court or other tribunal determines that any provision of this instrument is invalid or unenforceable:

A. That any such provision shall be deemed to have been modified automatically to conform to the requirements for validity and enforceability as determined by such court or tribunal; or

B. That any such provision that, by its nature, cannot be so modified, shall be deemed deleted from this instrument as though it had never been included.

Such modifications and deletions shall be deemed effective as of the date of the determination of the court or other tribunal. In either case, the remaining provisions of this instrument shall remain in full force and effect.

**12. Enforcement.** Grantor expressly acknowledges that a violation of the terms of this instrument could result in the following:

A. The assessment of penalties and other action by DEP to enforce the terms of this Environmental Restriction and Easement, pursuant to Chapter 21E and the MCP; and/or

B. Upon a determination by a court of competent jurisdiction, the issuance of criminal and civil penalties, and/or equitable remedies, which could include the issuance of an order to (i) modify or remove any improvements constructed in violation of the terms of this Environmental Restriction and Easement at Grantor's sole cost and expense or (ii) to reimburse the Commonwealth and the United States for any costs incurred in modifying or removing any improvement constructed in violation of the terms of this Environmental Restriction and Easement.

**13. Provisions to Run With the Land.** The land use restrictions, obligations, and access rights provided herein establish certain rights, liabilities, agreements and obligations upon and subject to which the Property or any portion thereof, shall be improved, held, used, occupied, leased, sold, hypothecated, encumbered, or conveyed. The rights, liabilities, agreements and

obligations herein set forth shall run with the Property for the term of this instrument, as applicable thereto, and any portion thereof, and shall inure to the benefit of Grantee and its assigns and be binding upon Grantor and all parties claiming by, through or under Grantor. Grantor hereby covenants for himself and his executors, administrators, heirs, successors and assigns, to stand seized and hold title to the Property, or any portion thereof, subject to these land use restrictions, access rights, and other provisions of this Grant; provided, however, that a violation of these land use restrictions, access rights, and other provisions shall not result in a forfeiture or reversion of Grantor's title to the Property.

**14. Concurrence Presumed.** It is agreed that:

A. Grantor and all parties claiming by, through or under Grantor shall be deemed to be in accord with the provisions herein set forth; and

B. Grantor and all such parties agree for and among themselves and any party claiming by, through or under them, and their respective agents, contractors, sub-contractors and employees, that the land use restrictions and access rights herein established shall be adhered to and not violated and that their respective interests in the Property shall be subject to the provisions herein set forth.

**15. Incorporation into Deeds, Mortgages, Leases and Instruments of Transfer.**

Grantor hereby agrees to incorporate this instrument, in full or by reference, into all deeds, easements, mortgages, leases, licenses, occupancy agreements or any other instrument of transfer by which an interest in and/or a right to use the Property, or any portion thereof, is conveyed; provided, however, that any failure of Grantor to do so shall not affect the validity or applicability of the provisions of Paragraph 13.

**16. Amendment and Release.**

A. Amendment at Grantee's Request.

i. Grantee may request Grantor to amend this instrument. Grantor hereby further agrees to execute any such amendment which Grantee reasonably deems necessary for the effective administration of this instrument; provided, however, that such amendment shall be limited to procedural matters hereunder. Accordingly, the foregoing obligation shall not obligate Grantor to impose additional substantive restrictions on the Property, beyond those listed in Paragraph 3 ("Restricted Activities and Uses"); nor to impose additional substantive limitations on the permitted activities and uses set forth in Paragraph 4 ("Permitted Activities and Uses"); nor to impose additional substantive obligations and conditions upon Grantor, beyond those set forth in Paragraph 6 ("Obligations and Conditions"). All amendments shall include Grantee's signed approval and shall become effective upon being Recorded and/or Registered.



ii. Notwithstanding the foregoing, Grantor expressly acknowledges and agrees that the within Grant includes, as provided in Paragraph 5 herein, the right of GE, in accordance with the Consent Decree, with notice to Grantor and written approval of Grantee, to Record and/or Register the following: (a) a Notice of Completion; and (b) a revised Plan of Restricted Area, indicating any changes in the boundary and the legal metes and bounds description of the Restricted Area or of particular types of restricted areas resulting from completion of the Response Actions at the Property; and/or (c) a revised Plan of Restricted Area indicating the location of any Groundwater Response Action Component Area and any associated notice thereof. The Recording and/or Registration of any such Notice of Completion and revised Plan(s) of Restricted Area and any associated notice thereof shall not be deemed an amendment to this Grant, but rather the exercise of rights established by, and effective upon the Recording of, this Grant.

B. Amendment at Grantor's Request. Grantor may amend this instrument only with the prior, written approval of the Grantee. Grantor may propose to Grantee an amendment of an activity or use restriction set forth in Paragraph 3 ("Restricted Activities and Uses") or of a permitted use set forth in Paragraph 4 ("Permitted Activities and Uses"), based upon changed circumstances, including, without limitation, new analytic and engineering data or a Grantor proposal to perform additional remediation at the Property. In the event that Grantor requests such an amendment, Grantor shall provide such information as Grantee may require for review of such a request, including without limitation, information that addresses the considerations set forth in Paragraph 7 ("Conditional Exceptions from Restricted Activities and Uses"), as applicable, and an explanation of the changed circumstances. If Grantee determines that any amendment to this Grant proposed by Grantor is not appropriate, then Grantee shall issue a written explanation.

C. Release. This instrument may be released, in whole or in part, by Grantee in Grantee's sole discretion, and in accordance with CERCLA, the NCP, Chapter 21E and the MCP, to the extent applicable. This instrument shall not be deemed released unless and until Grantee, its successors and assigns, and/or any other party claiming under Grantee, have released their respective interests. Said release shall become effective upon its Recordation and/or Registration.

D. Recordation and/or Registration. Grantor hereby agrees to Record and/or Register any amendment to and/or release of this instrument, and/or other document created pursuant to this instrument for which Recording and/or Registration is required, within thirty (30) days of the date of having received from Grantee any such amendment, release, and/or other document. No more than thirty (30) days from the date of Recording and/or Registration, Grantor shall provide to Grantee a certified Registry/Land Registration Office copy of the amendment, release, and/or other such document. At that time, or as soon thereafter as it becomes available, Grantor shall provide Grantee with the final Recording and/or Registration information for the amendment, release, and/or other such document, certified by said Registry/Land Registration Office. Grantor shall pay any and all recording fees, land transfer taxes and other such transaction costs associated with any such amendment, release, and/or other document. Grantor further agrees to

cooperate with GE in the Recording and/or Registration of a Notice of Completion and, if applicable, a revised Plan(s) of Restricted Area, as described above, and any other associated notices.

E. Notice to Local Officials. Grantor further agrees to notify local officials and the public of the amendment or release in accordance with the requirements set forth in 310 C.M.R. 40.1403(7), as amended. A copy of said regulation is attached hereto as Exhibit G.

**17. No Dedication Intended**. Nothing herein set forth shall be construed to be a gift or dedication of the Property to Grantee, its assigns, or the general public for any purpose whatsoever.

**18. Term**. This instrument shall run with the land in perpetuity and is intended to conform to the exception for "other restrictions held by any governmental body" set forth in clause (c) of the first paragraph of M.G.L. c. 184, § 26, as amended.

**19. Rights Reserved**. It is expressly agreed that acceptance of this instrument by Grantee or its assignment shall not operate to bar, diminish, or in any way affect any legal or equitable right that Grantee or its assigns may otherwise have to issue any future order or take response action with respect to the Property or in any way affect any other claim, action, suit, cause of action, or demand which Grantee or its assigns may otherwise possess or hereafter acquire with respect thereto.

Nothing in this instrument shall limit or otherwise affect any rights that the United States or the Commonwealth may otherwise have to obtain access to, or restrict the use of, the Property pursuant to CERCLA, Chapter 21E, or any other applicable statute or regulation.

Nothing in this instrument shall waive such liability as Grantor may otherwise have for any release or any threat of a release of hazardous substances, oil or hazardous materials occurring as a result of Grantor's exercise of any of its rights hereunder, nor shall any provision of this instrument excuse compliance with CERCLA, Chapter 21E, or any other applicable federal, State or local laws, regulations or ordinances.

The rights reserved to Grantee in this Paragraph 19 ("Rights Reserved") shall be in addition to any rights reserved to Grantee elsewhere in this instrument.

**20. Assignment**. This instrument, including without limitation all easements, rights, covenants, obligations and restrictions inuring to the benefit of Grantee, herein contained, shall be assignable by Grantee, in whole or in part, at any time. This instrument may only be assigned to EPA, the City of Pittsfield, or any state or federal agency with at least statewide jurisdiction that has statutory authority to hold property interests and to administer or to enforce property restrictions such as this Environmental Restriction and Easement on behalf of the State or the United States, or to any other appropriate entity upon the mutual agreement of Grantee, Grantor, and GE. In the event of any assignment, Grantee shall notify Grantor by notice sent by first-class mail, postage prepaid, to Grantor's address.

**21. Agency Review and Comment; Notice.** Prior to responding to any request for approval or taking any other action pursuant to this instrument, Grantee shall first provide EPA with a reasonable opportunity to review and comment upon the requested approval or proposed action. Grantor shall submit duplicate copies of any submissions or notices made to Grantee pursuant to this instrument to Grantee, with a copy to EPA, at the following addresses by first-class mail, postage prepaid:

A. to EPA:                   U.S. Environmental Protection Agency  
Office of Site Remediation and Restoration  
5 Post Office Square – Suite 100  
Boston, MA 02109-3912  
Attn: GE-Pittsfield/Housatonic River Site

B. to DEP:                   Department of Environmental Protection  
Western Regional Office  
436 Dwight Street  
Springfield, MA 01103; and

Department of Environmental Protection  
Bureau of Waste Site Cleanup  
One Winter Street  
Boston, MA 02108

C. or as otherwise provided in writing by EPA or DEP.

Grantor shall submit any notices to GE made pursuant to this instrument to GE at the following address or such other address as provided in writing by GE, with a copy to Grantee and EPA:

General Electric Company  
Corporate Environmental Programs  
159 Plastics Avenue  
Pittsfield, MA 01201

**22. Effective Date.** This instrument shall become effective upon its Recordation.

No more than thirty (30) days from the date of Recordation, Grantor shall provide Grantee with a certified Registry copy of this instrument. At that time, or as soon thereafter as it becomes available, Grantor shall provide Grantee with the final Recording information for this instrument, certified by said Registry.

As this instrument is granted to an agency of the Commonwealth of Massachusetts, no Massachusetts deed excise tax stamps are affixed hereto, none being required by law (M.G.L. Chapter 64D, Section 1, as amended).

WITNESS the execution hereof under seal this 7 day of October, 2011.

GRANTOR

444 Merrill Road, LLC

By: Paul D. Petricca

Paul D. Petricca, Manager

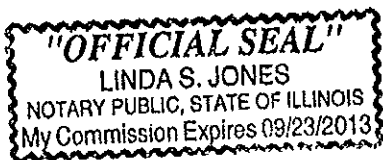
STATE OF ILLINOIS

County of LAKE, ss.

On this 7<sup>th</sup> day of October, 2011, before me, the undersigned notary public, personally appeared Paul D. Petricca, as Manager of 444 Merrill Road, LLC, proved to me through satisfactory evidence of identification, which was ILLINOIS DRIVER'S LICENSE (type of identification), to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

Linda S. Jones, Notary Public

My commission expires: 9/23/2013



WITNESS the execution hereof under seal this 13<sup>TH</sup> day of OCTOBER, 2011.

GRANTOR

444 Merrill Road, LLC

By: Peter A. Petricca

Peter A. Petricca, Manager

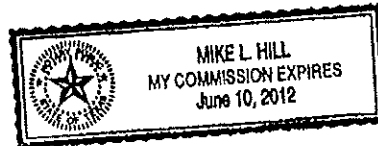
STATE OF Texas

County of Dallas, ss.

On this 13<sup>th</sup> day of October, 2011, before me, the undersigned notary public, personally appeared Peter A. Petricca, as Manager of 444 Merrill Road, LLC, proved to me through satisfactory evidence of identification, which was TX Drivers License (type of identification), to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

Mike L. Hill Notary Public

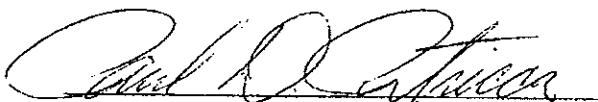
My commission expires: 6-10-12



**CERTIFICATE OF AUTHORITY  
OF  
444 MERRILL ROAD, LLC**

We, PAUL D. PETRICCA and PETER A. PETRICCA, as Managers of 444 Merrill Road, LLC, a Florida Limited Liability Company, do hereby certify pursuant to Massachusetts General Laws, Chapter 156C, Section 67, that we are duly appointed and incumbent Managers of the said 444 Merrill Road, LLC, and further that we are authorized on behalf of the said 444 Merrill Road, LLC to execute and deliver a Grant of Environmental Restriction and Easement to the Massachusetts Department of Environmental Protection on property located at 444 Merrill Road, Pittsfield, Massachusetts, and designated as Tax Parcel L12-1-5.

Executed under the penalties of perjury this 7 day of October, 2011.

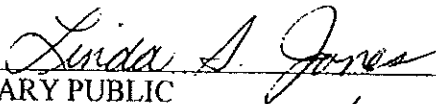


Paul D. Petricca,  
Manager of 444 Merrill Road, LLC

STATE OF ILLINOIS

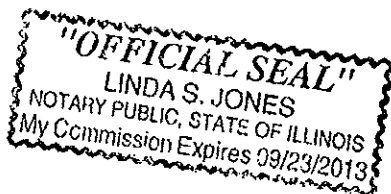
County of Lake, ss.

On this 7<sup>th</sup> day of October, 2011, before me, the undersigned notary public, personally appeared Paul D. Petricca as Manager of 444 Merrill Road, LLC, proved to me through satisfactory evidence of identification, which was Illinois Driver's License (type of identification), to be the person whose name is signed on the preceding or attached document, and who swore and affirmed to me that the contents of the document are truthful and accurate to the best of his knowledge and belief and who further acknowledged to me that he signed it voluntarily for its stated purpose.



NOTARY PUBLIC

My Commission Expires: 9/23/2013



Executed under the penalties of perjury this 13<sup>TH</sup> day of OCTOBER, 2011.

Peter A. Petricca

Peter A. Petricca.  
Manager of 444 Merrill Road, LLC

STATE OF Texas

County of Dallas, ss.

On this 13<sup>th</sup> day of October, 2011, before me, the undersigned notary public, personally appeared Peter A. Petricca as Manager of 444 Merrill Road, LLC, proved to me through satisfactory evidence of identification, which was TX Driver's License (type of identification), to be the person whose name is signed on the preceding or attached document, and who swore and affirmed to me that the contents of the document are truthful and accurate to the best of his knowledge and belief and who further acknowledged to me that he signed it voluntarily for its stated purpose.

Mike L. Hill

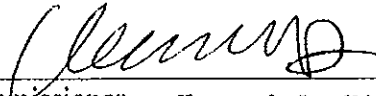
NOTARY PUBLIC

My Commission Expires: 6-10-12



In accordance with M.G.L. c. 21E § 6, as amended, and the Massachusetts Contingency Plan (310 CMR 40.0000) as amended, the Commissioner of the Department of Environmental Protection hereby approves this Grant of Environmental Restriction and Easement (as to form only).

Date: 1/12/12

  
\_\_\_\_\_  
Commissioner - Kenneth L. Kinneil  
Department of Environmental Protection



**List of Exhibits**

**Exhibit A:** Legal Description of the Property by Metes and Bounds

**Exhibit B:** Plan of Property and Restricted Area

**Exhibit C:** Legal Description of Restricted Areas by Metes and Bounds

**Exhibit D:** Health and Safety Protocol

**Exhibit E:** Soil Management Protocol

**Exhibit F:** Post-Work Notice of Excavation Form

**Exhibit G:** Copy of 310 C.M.R. 40.1403(7): Notice of Amendments or Releases

**EXHIBIT A**

**LEGAL DESCRIPTION OF PROPERTY BY METES AND BOUNDS**

Tax Parcel L12-1-5

Land in the city of Pittsfield, Berkshire County, Massachusetts, bounded and described as follows:

Beginning at a point located in the southeasterly line of the 2004 layout of Merrill Road, said point being located N 34°27'32" E a distance of 370.26 feet from a bound located opposite station 67+90.54 on said layout;

Running thence N 81°37'28" W a distance of 14.4 feet to a point;

Running thence N 34°26' E a distance of 105.4 feet to a point;

Running thence N 34°13' E a distance of 77.2 feet to a point;

Running thence N 34°10' E a distance of 290.4 feet to a point;

Running thence S 01°32'52" W a distance of 27.3 feet to a point in the westerly line of land conveyed to Coltsville Terminal Company, Inc. by deed dated August 22, 2002 and recorded in the Berkshire Middle District Registry of Deeds in Book 2289, Page 273;

Running thence S 01°32'52" W along the westerly line of said land of Coltsville Terminal Company, Inc. a distance of 397.47 feet to a point;

Running thence along the westerly line of said land of Coltsville Terminal Company, Inc. a curve to the right with a radius of 1860.58 feet, an arc distance of 3.89 feet to the northeasterly corner of land conveyed to 440 Merrill Road Partnership by deed dated April 12, 1988 and recorded in said Registry of Deeds in Book 1229, Page 547;

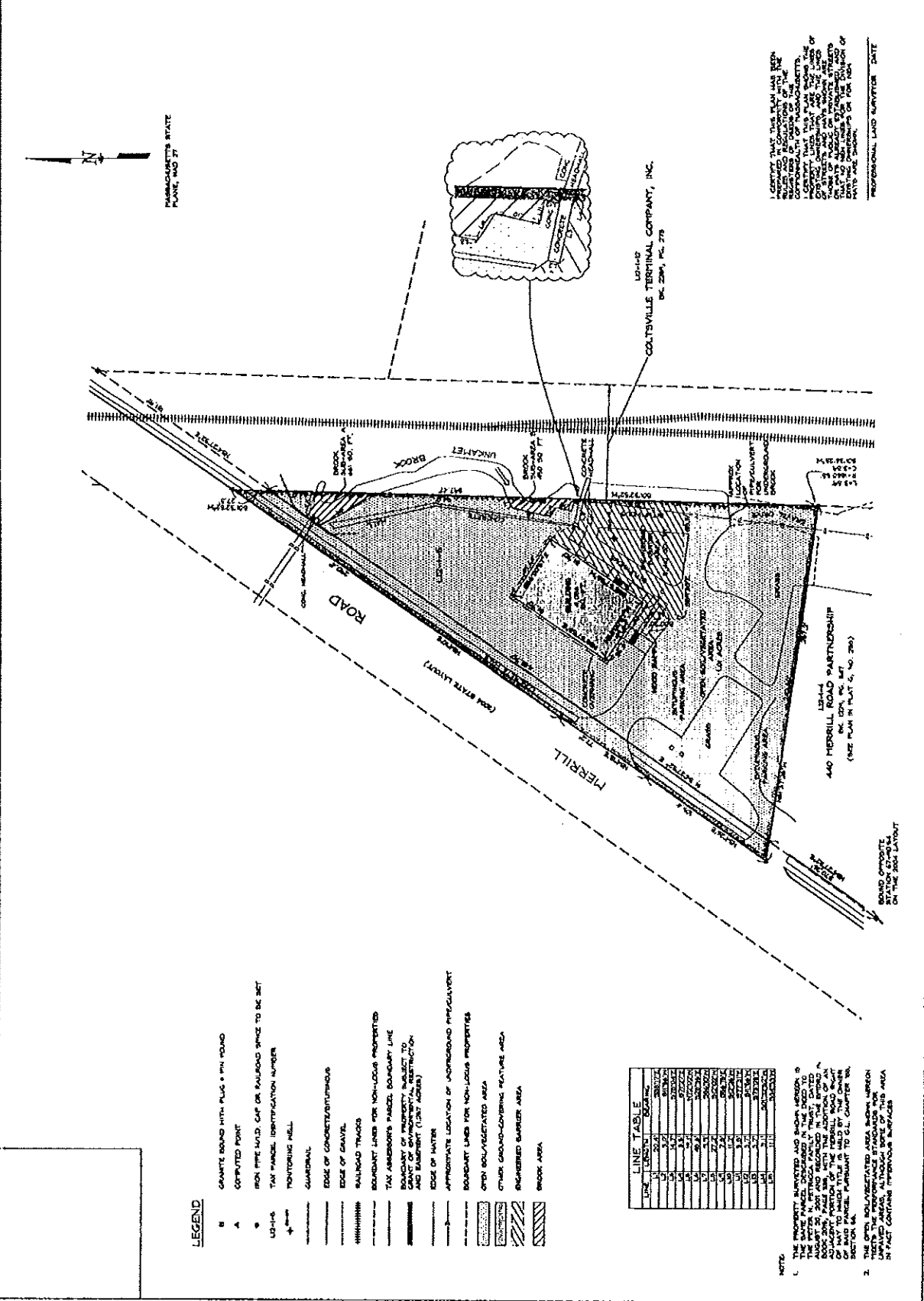
Running thence N 81°37'28" W along the northerly line of said land of 440 Merrill Road Partnership distance of 242.80 feet to the point of beginning.

The above-described parcel of land contains 1.257 acres of land and is more particularly shown on a plan entitled "Plan of Property and Restricted Area, Pittsfield Assessor's Lot Number L12-1-5," consisting of one sheet, prepared by Hill Engineers, Architects, Planners, Dalton, Massachusetts, dated September 15, 2011, 2011, which plan was recorded in the Berkshire Middle District Registry of Deeds on January 30, 2012, in Plat K, No. 12.

**EXHIBIT B**

**PLAN OF PROPERTY AND RESTRICTED AREA**

GENERAL ELECTRIC COMPANY 158 PLASTOS AVENUE PITTSFIELD, MASSACHUSETTS 01201 ATTORNEY AT LAW PLAN OF PROPERTY AND RESTRICTED AREA		PITTSFIELD ASSESSOR'S LOT NUMBER 112-1-5	
DATE: 11-15-81 TIME: 10:00 AM DRAWN BY: J. J. BROWN CHECKED BY: J. J. BROWN		SCALE: AS SHOWN DATE: 11-15-81 DRAWN BY: J. J. BROWN CHECKED BY: J. J. BROWN	
PROJECT NUMBER: 81-110-017 SHEET NUMBER: 1 OF 1 DATE: 11-15-81		SCALE: AS SHOWN DATE: 11-15-81 DRAWN BY: J. J. BROWN CHECKED BY: J. J. BROWN	



## EXHIBIT C

### LEGAL DESCRIPTION OF RESTRICTED AREAS BY METES AND BOUNDS

This Exhibit describes, by metes and bounds, the restricted areas under the foregoing Grant of Environmental Restriction and Easement. The areas described below consist of portions of the Property subject to this Grant, which areas are identified and more particularly shown on a plan entitled "Plan of Property and Restricted Area, Pittsfield Assessor's Lot No. L12-1-5," consisting of one sheet, prepared by Hill Engineers, Architects, Planners of Dalton, Massachusetts, dated September 15, 2011, and recorded in the Berkshire Middle District Registry of Deeds on January 30, 2012, in Plat K, No. 12, a copy of which plan is attached to the above-referenced Grant as Exhibit B.

#### ENGINEERED BARRIER AREA

Land in the city of Pittsfield, Berkshire County, Massachusetts, bounded and described as follows:

Beginning at the northeast corner of the building located on the locus premises, said point being the northerly corner of the area herein described, running thence S 33°17' E a distance of 20.4 feet to a point at the northwesterly corner of a concrete headwall;

Running thence S 11°56' W along the westerly face of said concrete headwall a distance of 3.0 feet to a corner in said wall;

Running thence S 78°04' E along the southerly face of said concrete headwall a distance of 14.7 feet to an angle point in said wall;

Running thence S 71°27' E along the southerly face of said concrete headwall a distance of 3.5 feet to a point in the westerly line of land conveyed to Coltsville Terminal Company, Inc. by deed dated August 22, 2002 and recorded in the Berkshire Middle District Registry of Deeds in Book 2289, Book 273;

Running thence S 01°32'52" W along the westerly line of said land conveyed to Coltsville Terminal Company, Inc. a distance of 72.5 feet to a point;

Running thence N 89°30' W a distance of 83.5 feet to a point;

Running thence N 00°20' W a distance of 36.0 feet to a point located in the southwesterly face of said building located on the locus premises;

Running thence S 56°00'57" E along the southwesterly face of said building a distance of 14.0 feet to the southerly corner thereof;

Running thence N 33°57'58" E along the southeasterly face of said building a distance of 81.70 feet to the point of beginning.

The above-described area contains 5,410 square feet of land and is more particularly shown as the Engineered Barrier Area on the above-referenced Plan of Property and Restricted Area.

#### **OTHER GROUND-COVERING FEATURE AREA**

Land in the city of Pittsfield, Berkshire County, Massachusetts, bounded and described as follows:

Beginning at the northerly corner of the building located on the locus premises, said point being the northerly corner of the area herein described, running thence S 56°00'57" E a distance of 49.64 feet to the easterly corner of said building;

Running thence S 33°57'58" W along the southeasterly face of said building a distance of 81.70 feet to the southerly corner thereof;

Running thence N 56°00'57" W along the southwesterly face of said building a distance of 49.64 feet to the westerly corner thereof;

Running thence N 33°57'58" E along the northwesterly face of said building a distance of 81.70 feet to the point of beginning.

The above-described area contains 4,056 square feet of land and is more particularly shown as the Other Ground-Covering Feature Area on the above-referenced Plan of Property and Restricted Area.

#### **BROOK AREA**

The Brook Area consists of two (2) sub-areas of land in the city of Pittsfield, Berkshire County, Massachusetts, bounded and described as follows:

##### **Brook Sub-Area A**

Beginning at a point in the westerly line of land conveyed to Coltsville Terminal Company, Inc. by deed dated August 22, 2002 and recorded in the Berkshire Middle District Registry of Deeds in Book 2289, Book 273, said point being located S 01°32'52" W along the said westerly line of said land of Coltsville Terminal Company, Inc. a distance of 34.0 feet from the southeasterly line of the 2004 layout of Merrill Road;

Running thence S 01°32'52" W along the westerly line of said land of Coltsville Terminal Company, Inc. distance of 45.9 feet to a point;

Running thence N 28°35' W a distance of 48.6 feet to a point in the easterly face of a concrete headwall;

Running thence N 34°33' E along the easterly face of said concrete headwall a distance of 11.1 feet to a point;

Running thence S 72°00' E a distance of 19.1 feet to the point of beginning.

The above-described sub-area contains 661 square feet of land and is more particularly shown as Brook Sub-Area A on the above-referenced Plan of Property and Restricted Area.

**Brook Sub-Area B**

Beginning at a point in the westerly line of land conveyed to Coltsville Terminal Company, Inc. by deed dated August 22, 2002 and recorded in the Berkshire Middle District Registry of Deeds in Book 2289, Book 273, said point being located S 01°32'52" W along the said westerly line of said land of Coltsville Terminal Company, Inc. a distance of 173.9 feet from the southeasterly line of the 2004 layout of Merrill Road;

Running thence S 01°32'52" W along the westerly line of said land of Coltsville Terminal Company, Inc. distance of 53.4 feet to a point in the northerly face of a concrete headwall;

Running thence N 73°03' W along the northerly face of said concrete headwall a distance of 3.7 feet to a corner in said wall;

Running thence N 11°56' E along the easterly face of said concrete wall a distance of 3.7 feet to a corner in said wall;

Running thence N 77°31' W along the northerly face of said concrete wall a distance of 5.8 feet to a point;

Running thence N 12°26' E a distance of 11.2 feet to a point;

Running thence N 56°15' W a distance of 7.8 feet to a point;

Running thence N 12°02' E a distance of 27.2 feet to a point;

Running thence N 56°10' E a distance of 9.9 feet the point of beginning.

The above-described sub-area contains 450 square feet of land and is more particularly shown as Brook Sub-Area B on the above-referenced Plan of Property and Restricted Area.

**OPEN SOIL/VEGETATED AREA**

Land in the city of Pittsfield, Berkshire County, Massachusetts, bounded and described as follows:

Beginning at a point located in the southeasterly line of the 2004 layout of Merrill Road, said point being located N 34°27'32" E a distance of 370.26 feet from a bound located opposite station 67+90.54 on said layout;

Running thence N 81°37'28" W a distance of 14.4 feet to a point;

Running thence N 34°26' E a distance of 105.4 feet to a point;

Running thence N 34°13' E a distance of 77.2 feet to a point;

Running thence N 34°10' E a distance of 290.4 feet to a point;

Running thence S 01°32'52" W a distance of 27.3 feet to a point in the westerly line of land conveyed to Coltsville Terminal Company, Inc. by deed dated August 22, 2002 and recorded in the Berkshire Middle District Registry of Deeds in Book 2289, Page 273;

Running thence S 01°32'52" W along the westerly line of said land of Coltsville Terminal Company, Inc. a distance of 34.0 feet to a point;

Running thence N 72°00' W a distance of 19.1 feet to the easterly face of a concrete headwall;

Running thence S 34°33' W along the easterly face of said concrete headwall a distance of 11.1 feet to a point;

Running thence S 28°35' E a distance of 48.6 feet to a point in the westerly line of said land of Coltsville Terminal Company, Inc.;

Running thence S 01°32'52" W along the westerly line of said land of Coltsville Terminal Company, Inc. a distance of 94.0 feet to a point;

Running thence S 56°10' W a distance of 9.9 feet to a point;

Running thence S 12°02' W a distance of 27.2 feet to a point;

Running thence S 56°15' E a distance of 7.8 feet to a point;

Running thence S 12°26' W a distance of 11.2 feet to a point in the northerly face of a concrete wall;



Running thence S 77°31' E along the northerly face of said concrete wall a distance of 5.8 feet to a corner of said wall;

Running thence S 11°56' W along the easterly face of said concrete wall a distance of 3.7 feet to the northerly face of a concrete headwall;

Running thence S 73°03' E along the northerly face of said concrete retaining wall a distance of 3.7 feet to a point in the westerly line of said land of Coltsville Terminal Company, Inc.

Running thence S 01°32'52" W along the westerly line of said land of Coltsville Terminal Company, Inc. a distance of 3.1 feet to a point in the southerly face of said concrete retaining wall;

Running thence N 71°27' W along the southerly face of said concrete headwall a distance of 3.5 feet to an angle point in said wall;

Running thence N 78°04' W along the southerly face of said concrete headwall a distance of 14.7 feet to a corner in said wall;

Running thence N 11°56' E along the westerly face of said concrete headwall a distance of 3.0 feet to a corner in said wall;

Running thence N 33°17' W a distance of 20.4 feet to the easterly corner of the building located on the locus premises;

Running thence N 56°00'57" W along the northeasterly face of said building a distance of 49.64 feet to the northerly corner of said building;

Running thence S 33°57'58" W along the northwesterly face of said building a distance of 81.70 feet to the westerly corner of said building;

Running thence S 56°00'57" E along the southwesterly face of said building a distance of 35.6 feet to a point;

Running thence S 00°20' E a distance of 36.0 feet to a point;

Running thence S 89°30' E a distance of 83.5 feet to a point in the westerly line of said land conveyed to Coltsville Terminal Company, Inc.;

Running thence S 01°32'52" W along the westerly line of said land of Coltsville Terminal Company, Inc. a distance of 94.5 feet to a point;

Running thence along a curve to the right with a radius of 1860.58 feet, an arc distance of 3.89 feet to the northeasterly corner of land conveyed to 440 Merrill Road Partnership by deed dated April 12, 1988 and recorded in said Registry of Deeds in Book 1229, Page 547;

Running thence N 81°37'28" W along the northerly line of said land of 440 Merrill Road Partnership distance of 242.80 feet to the point of beginning.

The above-described area contains 1.01 acres of land and is more particularly shown as the Open Soil/Vegetated Area on the above-referenced Plan of Property and Restricted Area.

## EXHIBIT D

### HEALTH AND SAFETY PROTOCOL

1. This Health and Safety Protocol is an Exhibit to a certain Grant of Environmental Restriction and Easement (the "Grant") relating to the GE-Pittsfield/Housatonic River Site. All terms used in this Protocol shall have the same meaning as defined in the Grant.
2. Except as provided below, in Paragraph 3 of this Protocol, Grantor shall prepare and submit a Health and Safety Plan ("HSP") to Grantee and EPA pursuant to Paragraph 21 ("Agency Review and Comment; Notices") of the Grant, fifteen (15) days or more before conducting any permitted activity or use pursuant to Paragraph 4 ("Permitted Activities and Uses") of the Grant that is subject to this Health and Safety Protocol or as otherwise required by the Grant. If appropriate, Grantor may submit a pre-existing health and safety plan in lieu of preparing a new plan to address this requirement and/or incorporate by reference a previously submitted HSP. Grantor shall comply with the HSP when conducting any permitted activity or use pursuant to the Grant that is subject to this Health and Safety Protocol or as otherwise required by the Grant.
3. An HSP shall not be required for any excavation permitted pursuant to the following subparagraphs of the Grant: 4.A ("Surface Excavation of Ten (10) Cubic Yards or Less"), 4.B ("Surface Excavation of any Volume"), and/or 4.D ("Surface and/or Subsurface Excavation for Utility Work"), provided that the excavation permitted under subparagraph 4.D is conducted solely within one (1) foot of the surface of the ground.
4. The HSP shall be prepared in accordance with the occupational health and safety provisions of 29 Code of Federal Regulations § 1910.120 otherwise applicable to hazardous waste operations and emergency response, as amended, and, any other applicable federal, state or local law. For any utility repair, maintenance or installation in confined spaces, the HSP shall also be prepared in accordance with the provisions of 29 Code of Federal Regulations § 1910.146, otherwise applicable to work in confined spaces, as amended.
5. In addition to the requirements of Paragraph 4 of this Protocol, the HSP shall, without limitation, include the following items:
  - a. General information on the nature, extent, and concentrations of hazardous substances (as defined by CERCLA) and hazardous materials and oil (as defined by Chapter 21E) anticipated in the media to be impacted by the permitted activity and use, based upon existing information.
  - b. Description of tasks which may involve exposure to hazardous substances, hazardous materials, or oil.
  - c. Description of anticipated actions to protect the health, safety, and welfare of workers and the general public. Actions shall include, but not be limited to, dust control, odor control, personal protective equipment, and erosion and sedimentation control measures (as needed for the particular permitted activity and use).

- d. Discussion of relevant physical, chemical, and biological hazards. (Relevant portions of Material Safety Data Sheets may be incorporated as appropriate.)
  - e. A requirement that all persons engaged in the work read and acknowledge the provisions of the HSP and document compliance with said provisions.
  - f. A requirement that all persons engaged in the work receive appropriate training in matters of health and safety in accordance with 29 Code of Federal Regulations Section 1910.120, as amended, and, any other applicable federal, state or local law.
6. The HSP shall be approved by a Certified Industrial Hygienist.
7. The Grant and this Health and Safety Protocol are in addition to and do not supersede or relieve Grantor, Grantor's contractors or subcontractors, or any other person or entity performing work on the Property from complying with any applicable federal, state, or local laws, rules or regulations regarding health and safety. Notwithstanding the Grant and this Health and Safety Protocol, it remains the responsibility of such parties to comply with any applicable federal, state, or local laws, rules or regulations regarding health and safety, even if they are more stringent than the requirements of the Grant and this Health and Safety Protocol.

## EXHIBIT E

### SOIL MANAGEMENT PROTOCOL

1. This Soil Management Protocol is an Exhibit to a certain Grant of Environmental Restriction and Easement (the "Grant") relating to the GE-Pittsfield/Housatonic River Site. All terms used in this Protocol shall have the same meaning as defined in the Grant.
2. Soil sampling and excavation shall be conducted with the oversight of a Licensed Site Professional ("LSP"), to the extent required by Paragraph 4 ("Permitted Activities and Uses") of the Grant.
3. Soil and materials from within the Open Soil/Vegetated Area which have been excavated solely within one (1) foot of the surface of the ground may be (i) disposed of in the Open Soil/Vegetated Area, with no sampling required; (ii) disposed of off-Property, in accordance with Paragraph 10 of this Protocol; (iii) returned to the original excavation for use as backfill, with no sampling required; or (iv) a combination of the management options listed in this Paragraph 3 of this Protocol.
4. Soil and materials from within the Open Soil/Vegetated Area and excavated below one (1) foot of the surface of the ground, or from within the Engineered Barrier Area or the Other Ground-Covering Feature Area and excavated from any depth, may be (i) returned to the original excavation, with no sampling required, to within one (1) foot of the surface of the ground, with the remaining one (1) foot of the original excavation backfilled with clean soil or with soil excavated solely from the top one (1) foot of the original excavation; (ii) disposed of off-Property, in accordance with Paragraph 10 of this Protocol; or (iii) a combination of the management options listed in this Paragraph 4 of this Protocol.
5. Sediments and materials from within the Brook Area which have been excavated solely within one (1) foot of the surface of the bed of Unkamet Brook may be (i) replaced in the Brook Area, with no sampling required; (ii) disposed of off-Property, in accordance with Paragraph 10 of this Protocol; or (iii) a combination of the management options listed in this sentence. Sediments and materials from within the Brook Area and excavated below one (1) foot of the surface of the bed of Unkamet Brook may be (i) returned to the original excavation, with no sampling required, to within one (1) foot of the surface of the bed of the brook, with the remaining one (1) foot of the original excavation backfilled with clean material or with material excavated solely from the top one (1) foot of the original excavation; (ii) disposed of off-Property, in accordance with Paragraph 10 of this Protocol; or (iii) a combination of the management options listed in this sentence.
6. As required by Paragraph 4 ("Permitted Activities and Uses") of the Grant, Grantor shall return the Property, or any portion thereof, to its prior condition immediately upon completion of such activity or use. Such restoration shall include, without limitation, (i) backfilling excavations to the original surface grade with clean soil, except for any soil that may be returned to the original excavation pursuant to this Protocol; (ii) replacing and repairing any aspects or component of the Other Ground-Covering Feature Area or the Brook Area, any aspect or

component of the Response Action situated with the Engineered Barrier Area, and any aspect or component of the underground pipes/culverts that convey a portion of Unkamet Brook through the Property, insofar as such aspect or component was disturbed by the activities and uses allowed hereunder; and (iii) reestablishing any disturbed vegetation.

7. Grantor shall implement the management procedures and measures required by the provisions of 310 Code of Massachusetts Regulations (CMR) Section 40.0018 (1) and (2) otherwise applicable to response actions, as amended. Excavations permitted under subparagraphs 4.A, 4.B, 4.C, 4.D and 4.E of the Grant shall be conducted in a timely fashion so as to minimize the time when excavated areas are open and/or excavated materials are stored on the Property to the minimum time practicable for such activity; provided, however, that the duration of such excavation shall not exceed fourteen (14) days. Grantor shall, during excavation, use best management practices to control contaminant migration, exposure to contaminant material, and erosion, runoff, and dust emissions.

8. Grantor shall keep separate (i) soil excavated from within the top one (1) foot of the ground in the Open Soil/Vegetated Area; (ii) soil excavated from below the top one (1) foot of the ground in the Open Soil/Vegetated Area, or, regardless of depth, from within the Engineered Barrier Area or the Other Ground-Covering Feature Area; (iii) sediments excavated from within the top one (1) foot in the Brook Area; (iv) sediments excavated from below the top one (1) foot in the Brook Area; and (v) clean backfill. Excavated soil and other materials shall be stored in the same restricted area from which they were excavated, except that sediments excavated from within the Brook Area may be stored in the Open Soil/Vegetated Area. All soil and other materials shall be stored in a manner consistent with 310 CMR § 40.0036 (as amended) and in accordance with (a) EPA approval under 40 Code of Federal Regulations § 761.61(c) (as amended), or (b) 40 Code of Federal Regulations § 761.65 (as amended).

9. Any materials (e.g., soils, sediments, and personal protective equipment) excavated, collected, placed, used and/or stored on the Property or elsewhere, in connection with such excavation, shall be properly disposed of, or shipped or removed from the Property for proper disposal, within ninety (90) days from the date of such initial storage or within such longer time as is permitted under any applicable state or federal law or regulation.

10. All off-Property disposal of soil and other materials, including without limitation, used personal protective equipment, shall be at a facility licensed to accept such materials and in compliance with all applicable laws, rules and regulations. All disposal of soil and other materials off-Property or outside the Restricted Area from which such soils and materials were excavated shall be conducted with the oversight of an LSP. All off-Property disposal shall comply with all applicable laws, rules, and regulations. Grantor shall conduct sampling sufficient to assure adequate characterization for off-Property disposal, subject to oversight by an LSP and in accordance with state and federal laws and regulations, including, without limitation, 310 CMR § 40.0017.

**EXHIBIT F**

**POST-WORK NOTIFICATION FORM FOR PROPERTY WITH ERE GRANT**

I. General Information

Type of work:  Surface (*top foot*) excavation of greater than five (5) cubic feet and less than or equal to ten (10) cubic yards (per Grant Paragraph 4.A)

(*check all that apply*)  Surface (*top foot*) excavation of any volume (per Grant Paragraph 4.B)

Subsurface (*deeper than top foot*) excavation of ten (10) cubic yards or less (per Grant Paragraph 4.C)

Surface or subsurface excavation for Utility Work (per Grant Paragraph 4.D)

Emergency excavation (per Grant Paragraph 9)

Property Address: \_\_\_\_\_

Tax Parcel ID: \_\_\_\_\_

II. Description of Excavation Activities

Start date of excavation/soil disturbance: \_\_\_\_\_

End date of excavation/soil disturbance: \_\_\_\_\_

Amount of soil excavated or moved: \_\_\_\_\_

Any soil or other excavated material moved out of the Restricted Area?  Yes  No

Excavation dimensions (*approximate length x width x depth, in feet*): \_\_\_\_\_

Description of project (*attach extra sheets, if necessary*): \_\_\_\_\_

Final disposition of soil: (*attach bills of lading and certificates of disposals, if applicable*): \_\_\_\_\_

Attach a plan (*e.g., a copy of the Plan of Restricted Area*) showing:

- (1) location of excavation(s) within the property
- (2) direction
- (3) major site features (*e.g., roads, buildings, edges of pavement/barriers, locations of utilities if known*)

Attach photographs of work area prior to work, during work and post-restoration work, if available (*optional*).

Was soil sampling and analysis conducted?  Yes  No

If Yes, attach analytical results and show sampling locations (*and indicate depths*) on an attached plan.

Were the Health and Safety Protocol and/or the Soil Management Protocol (*as defined in the ERE Grant*), if applicable, followed? (*check each that applies*)<sup>1</sup>

- Health and Safety Protocol was followed
- Soil Management Protocol was followed
- Not Applicable

<sup>1</sup> See note 3 in Section V ("Notes About the Use of this Form"), below.

III. Additional Information for Emergency Excavation

If work was conducted as an Emergency Excavation (see Paragraph 9 ("Emergency Excavation") of the ERE Grant):

- (1) Attach an opinion and completion report prepared by an appropriately trained and licensed professional (including copy of written plan for restoration).
- (2) Date and time property owner first obtained knowledge of the emergency: \_\_\_\_\_
- (3) Date and time property owner provided oral notification of the emergency to DEP: \_\_\_\_\_

IV. Signature

Two signatures are required (except for excavations pursuant to Grant Paragraph 4.A or the last paragraph of Grant Paragraph 9, for which only the owner or person conducting the work must sign). The property owner, or person conducting the work if other than the property owner, and the Licensed Site Professional who has overseen the work (where required) must each complete and sign the statement, below.

**Owner or person conducting the work if other than the property owner:**

I, \_\_\_\_\_, to the best of my knowledge and belief, state that the material information contained in this submittal is true, accurate and complete.

By: \_\_\_\_\_

Signature: \_\_\_\_\_

Name/Title: \_\_\_\_\_

Organization: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone #: \_\_\_\_\_

Relationship to site: \_\_\_\_\_

**Licensed Site Professional:**

I, \_\_\_\_\_, to the best of my knowledge and belief, state that the material information contained in this submittal is true, accurate and complete.

By: \_\_\_\_\_

Signature: \_\_\_\_\_

Name/Title: \_\_\_\_\_

Organization: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone #: \_\_\_\_\_

Relationship to site: \_\_\_\_\_



V. Notes About the Use of this Form

(1) This form is due no later than thirty (30) days after completion of the permitted activities and uses under Paragraph 4 ("Permitted Activities and Uses") of the ERE Grant. For emergency excavations pursuant to Paragraph 9 of the ERE Grant ("Emergency Excavation"), verbal notification is required as soon as possible but no more than two hours after learning of the emergency, and this form is for the post-emergency excavation notice and is due within ten (10) days after completion of the necessary restoration in accordance with Paragraph 9 of the ERE Grant.

(2) Separate, 15 days' advance written notice is required for Utility Work excavation activity, pursuant to Paragraph 4.D ("Surface and/or Subsurface Excavation for Utility Work") of the ERE Grant.

(3) The Health and Safety Protocol and the Soil Management Protocol do not apply to the Permitted Activities and Uses set forth in Paragraph 4.A ("Surface Excavation of Ten (10) Cubic Yards or Less") of the ERE Grant. These protocols also do not apply to the Permitted Activities and Uses set forth in Paragraph 4.B ("Surface Excavation of any Volume") of the ERE Grant, except for off-Property disposal, to which Paragraph 10 of the Soil Management Protocol applies.

VI. Where to Submit this Form.

Submit this completed form, via certified mail, to: MA Department of Environmental Protection  
Bureau of Waste Site Cleanup, Special Projects  
436 Dwight Street  
Springfield, Massachusetts 01103  
(Attn.: GE Housatonic Removal Action Project Manager)

Submit a copy of this form, via certified mail, to: U.S. Environmental Protection Agency  
Office of Site Remediation and Restoration  
5 Post Office Square, Suite 100  
Boston, Massachusetts 02109-3912  
(Attn.: GE-Pittsfield/Housatonic River Site)

## EXHIBIT G

40.1403: Minimum Public Involvement Activities in Response Actions

\* \* \*

(7) Within thirty days after recording and/or registering any original, amended, released or terminated Activity and Use Limitation pursuant to 310 CMR 40.1070 through 40.1080, the following requirements shall be met to inform local officials and the public of the limitations which apply to activities and/or uses of the property subject to the Activity and Use Limitation:

(a) a copy of the recorded and/or registered Activity and Use Limitation shall be provided to:

1. the Chief Municipal Officer;
2. the Board of Health;
3. the Zoning Official; and
4. the Building Code Enforcement Official in the community(ies) in which the property subject to such Activity and Use Restriction is located.

(b) a legal notice which indicates the recording and/or registering of the original, amended, released or terminated Activity and Use Limitation shall be published in a newspaper which circulates in the community(ies) in which the property subject to the Activity and Use Limitation is located.

1. This notice shall be in a form established by the Department for such purpose and shall include, but not be limited to:
  - a. the name, address, and Release Tracking Number(s) of the disposal site associated with the Activity and Use Limitation;
  - b. the type of Activity and Use Limitation;
  - c. information about where the Activity and Use Limitation instrument and disposal site file can be reviewed; and
  - d. the name, address and telephone number of the person recording and/or registering the Activity and Use Limitation from whom the public can obtain additional information.
2. A copy of this legal notice shall be submitted to the Department within seven days of its publication.