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Industri-Plex Superfund Site
Notice of Activity and Use Limitation
Page 1 of 24

Property Address: 225 Presidential Way
Woburn, MA 01801 (Tax Lot 05-01-08)
Plan of Restricted Areas Lot IC-34

Rec
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only

Note: Pursuant to 310 CMR 40.1074(5), upon transfer of any interest in or a right to use the property or a portion thereof that is subject to this Notice of Activity and Use Limitation, the Notice of Activity and Use Limitation shall be incorporated either in full or by reference into all future deeds, easements, mortgages, leases, licenses, occupancy agreements or any other instrument of transfer. Within 30 days of so incorporating the Notice of Activity and Use Limitation in a deed that is recorded or registered, a copy of such deed shall be submitted to the Department of Environmental Protection.

NOTICE OF ACTIVITY AND USE LIMITATION

42 U.S.C. § 9601, *et seq.*; 40 CFR Part 300; M.G.L. c. 21E, § 6; and 310 CMR 40.0000

[Note: This Notice of Activity and Use Limitation has been recorded pursuant to 310 CMR 40.0111 as part of an institutional control for a site that is both a federal Superfund site, listed on the National Priorities List pursuant to Section 105 of CERCLA, 42 U.S.C. § 9605, and a disposal site under M.G.L. c. 21E.]



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Page: 1 of 99 02/01/2022 04:00 PM

Superfund Site Name: Industri-Plex Superfund Site
Site Location: Woburn, MA
EPA Site Identification Number: MAD076580950
MassDEP Release Tracking No.(s): 3-0001731

TABLE OF CONTENTS

1. Terms and Conditions	6
2. Definitions	7
3. Activities and Uses Consistent with Maintaining the Remedy	7
4. Activities and Uses Inconsistent with Maintaining the Remedy	9
5. Obligations and Conditions Necessary to Maintain the Remedy	11
6. Emergency Excavation	15
7. Proposed Changes in Activities and Uses; Amendments	18
8. Notices; Change of Address	18
9. Violations	20
10. Incorporation into Deeds, Mortgages, Leases and Instruments of Transfer	20
11. Reservation of Rights	20

Exhibits

- A. Definitions
- B. Legal Description of the Property
- C. Photo-reduced copy of the Plan of Restricted Areas
- D. Legal Description of the Restricted Areas
- E. Monsanto and ICI NAUL Use Request and Consent Letter
- F. EPA and MassDEP NAUL Use Approval and Consent Letter
- G. Owner NAUL Use Consent
- H. IC Design Statement
- I. Work Protocols
- J. Cover Inspection Plan [*for Class C and Class D Land only*]
- K. Evidence of Authority

This Notice of Activity and Use Limitation ("Notice") is made as of this 11th day of November, 2021, by Presidential Way Woburn, LLC, a Delaware limited liability company, whose address is c/o Piedmont Office Realty Trust, Inc., 5565 Glenridge Connector, Suite 450, Atlanta, Georgia 30342, Attn: Massachusetts Asset Manager, together with his/her/its/their successors and assigns (collectively "Owner"). All capitalized terms used herein without definition shall have the meaning given to them in Exhibit A ("Definitions"), attached hereto and made a part of hereof; or if not defined therein, then as ascribed to them in the consent decree entered on April 24, 1989 by the United States District Court for the District of Massachusetts in the matter styled *United States v. Stauffer Chemical Company et al.*, Civil Action No. 89-0195-MC, and the *Commonwealth of Massachusetts v. Stauffer Chemical Company et al.*, Civil Action No. 89-0196-MC and recorded at the Middlesex South Registry of Deeds (the "Registry") in Book 19837, Page 476 (the "Consent Decree"); the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. §9601, *et seq.*, as amended ("CERCLA"); the National Contingency Plan, 40 C.F.R. 300.400, *et seq.* (the "NCP"), as amended; the Massachusetts Oil and Hazardous Materials Release, Prevention and Response Act, M.G.L. c. 21E, as amended ("Chapter 21E"); and the Massachusetts Contingency Plan, 310 CMR 40.0000, as amended (the "MCP"), as applicable.

WITNESSETH:

WHEREAS, Presidential Way Woburn, LLC is the owner in fee simple of that certain parcel(s) of land located in the City of Woburn, Middlesex County, Massachusetts with all the buildings and improvements thereon, if any, pursuant to a deed recorded with the Registry on September 15, 2011, in Book 57448, Page 458. Said parcel of land, which is referred to as the "Property", is more particularly bounded and described in Exhibit B ("Legal Description of the Property"), attached hereto and made a part hereof;

WHEREAS, the Property is shown as Lot 2-A-2 on a plan entitled "Subdivision Plan of Land in Woburn Massachusetts, prepared for National Development" dated October 21, 1999 and recorded in the Middlesex South Registry of Deeds as Plan 510 of 2000;

WHEREAS, the Property subject to this Notice has been designated a certain "class of land," such class of land being Class A Land (collectively, all of the foregoing restricted areas comprising the "Restricted Areas"), said Restricted Areas being identified on a certain plan consisting of two (2) sheets, entitled "*Plan of Restricted Areas (Locus & Survey Control Network) prepared for: (now or formerly) Presidential Way Woburn, LLC, Lot IC-34, Woburn, Massachusetts*", prepared by Fieldstone Land Consultants, PLLC, dated March 23, 2020 as revised through revision A, dated June 10, 2021, and recorded in the Registry as Plan No. 875 of 2021 (the "Plan of Restricted Areas"); a photo-reduced copy of which is attached hereto as Exhibit C;

WHEREAS, a legal description of the Restricted Areas by metes and bounds is set forth in Exhibit D ("Legal Description of the Restricted Areas"), attached hereto and made a part hereof;

WHEREAS, pursuant to Section 105 of CERCLA, 42 U.S.C. § 9605, and the National Contingency Plan, 40 CFR §§ 300.1, *et seq.* (the "NCP"), the United States Environmental Protection Agency, an agency established under the laws of the United States ("EPA"), having its New England regional office at Five Post Office Square, Boston, Massachusetts 02109, placed land containing the Property on the National Priorities List, set forth at 40.C.F.R. Part 300, Appendix B, by publication in the Federal Register on September 8, 1983, 48 Fed. Reg. 40658, due to a release of hazardous substances, as that term is defined by Section 104 of CERCLA, 42 U.S.C. § 9604 ("Hazardous Substances"), such land being a federal Superfund Site known as the Industri-Plex Superfund Site ("Superfund Site", or "Site");

WHEREAS, pursuant to Chapter 21E and the MCP, the Massachusetts Department of Environmental Protection, an agency established under the laws of the Commonwealth of Massachusetts, having its principal office at One Winter Street, Boston, Massachusetts 02108 ("MassDEP"), assigned to releases of oil and/or hazardous materials occurring at, from or onto the Property (MassDEP Release Tracking Number 3-0001731), and all places where such oil and/or hazardous materials have come to be located, are a disposal site under Chapter 21E and the MCP (the "Disposal Site");

WHEREAS, EPA regulates activities at disposal sites pursuant to CERCLA and the NCP; and MassDEP regulates activities at disposal sites pursuant to Chapter 21E and the MCP;

WHEREAS, in a document entitled, "Record of Decision, Industri-Plex Superfund Site, Woburn, Massachusetts," dated September 30, 1986 (the "ROD"), said ROD being on file at the EPA Region I Record Center located at Five Post Office Square, Boston, Massachusetts ("EPA Region 1 Record Center"), EPA, with the concurrence of MassDEP, as evidenced by a letter of concurrence, from S. Russell Sylva, Commissioner, to Michael Deland, Regional Administrator, dated September 29, 1986, has selected one or more response actions (collectively, the "Remedy") for the Superfund Site in accordance with CERCLA and the NCP; which Remedy includes and requires Institutional Controls in the nature of deed restrictions to ensure the long-term effectiveness of the Remedy by preventing certain activities and uses in the Restricted Areas, and by requiring certain operations and maintenance activities; and may select further response actions for the Site;

WHEREAS, pursuant to Attachment B ("Institutional Controls") of Appendix I ("Remedial Design/Action Plan") of the Consent Decree, the paramount purpose of the institutional controls is the preservation of the continued effectiveness of the remedial actions in order to protect human health and the environment; and to the extent that it is feasible to do so consistent with this paramount purpose, EPA and MassDEP may permit designs of institutional controls that permit the greatest possible use and enjoyment of the Site or parts of the Site;

WHEREAS, Stauffer Chemical Company, Stauffer Management Company, ICI American Holdings, Inc., and Monsanto Company, and/or their successors and assigns, ("the Affected Settling Defendants") request approval for and consent to the use of Institutional

Controls in the nature of a notice of activity and use limitation at the Property, rather than Institutional Controls in the nature of deed restrictions, as shown in the Monsanto and ICI NAUL Use Request and Consent Letter, attached hereto as Exhibit E and made a part hereof;

WHEREAS, EPA and MassDEP consent to the use of Institutional Controls in the nature of a notice of activity and use limitation at the Property, rather than Institutional Controls in the nature of deed restrictions; as shown in the EPA and DEP NAUL Use Approval and Consent Letter attached hereto as Exhibit F and made a part hereof;

WHEREAS, Owner is a Settling Party to the Consent Decree or a Successor-in-Title to such Settling Party, under Section X of the Consent Decree, Owner is obligated to establish and comply with Institutional Controls (as that term is defined in the Consent Decree) with respect to the Property;

WHEREAS, Owner consents to the use of Institutional Controls in the nature of a notice of activity and use limitation at the Property, rather than Institutional Controls in the nature of deed restrictions, as shown in the Owner NAUL Use Consent attached hereto as Exhibit G and made a part hereof;

WHEREAS, in a document entitled "Institutional Control Design Statement Industri-Plex Superfund Site Operable Unit 1," dated November 16, 2016 (the "IC Design Statement"), said IC Design Statement being attached hereto as Exhibit H, EPA approved a remedial design for land use restrictions and other Institutional Controls at the Superfund Site;

WHEREAS, the IC Design Statement contains a description of the basis for land use restrictions, and the release event(s) or site history that resulted in the contaminated media subject to this Notice, including (a) a statement that specifies why the Notice is necessary to the Remedy; (b) a description of the release event(s) or site history that resulted in the contaminated media subject to the Notice (*i.e.*, date of the release(s), to the extent known, release volumes(s), and response actions taken to address the release(s)); (c) a description of the contaminated media (*i.e.*, media type(s) and approximate vertical and horizontal extent) subject to the Notice, (d) a statement of which activities and uses are consistent, and which are inconsistent, with maintaining the Remedy, and (e) a description of all other components of the institutional and land use controls at the Property;

WHEREAS, pursuant to 310 CMR 40.0111(1), MassDEP shall deem response actions at a disposal site subject to CERCLA adequately regulated for purposes of compliance with the MCP provided certain enumerated conditions are satisfied, including disposal sites subject to CERCLA with respect to which MassDEP has issued a letter of concurrence;

WHEREAS, pursuant to 310 CMR 40.0111, land use controls may be implemented at disposal sites deemed adequately regulated under CERCLA by means of a Notice of Activity and Use Limitation;

WHEREAS, pursuant to 310 CMR 40.0111(10), disposal sites adequately regulated under CERCLA at which (a) remedial actions have been completed in accordance with the ROD for the site, (b) subsequent design, construction, and other pertinent plans have been approved by EPA, and (c) EPA has certified completion of the remedial action, will be considered to have achieved a Permanent Solution under M.G.L. c. 21E and the MCP for those hazardous substances subject to such remedial actions;

WHEREAS, the Plan of Restricted Areas shows the relationship of the Property and the Restricted Areas to the boundaries of the Superfund Site and Disposal Site, to the extent such boundaries have been established;

WHEREAS, the Property is situated within the Site, which Site contains Class A Land, Class B Land, Class C Land, and Class D Land, as defined herein in Exhibit A ("Definitions");

WHEREAS, Owner is a Settler, a trust established by the Consent Decree known as the Custodial Trust, or successor in title to either, pursuant to the Consent Decree;

WHEREAS, pursuant to the Consent Decree, all Settlers who are landowners, the Custodial Trust, and their respective successors in title, are required to inaugurate these Institutional Controls; and

WHEREAS, pursuant to the Consent Decree, in the event that any Settler who is a landowner, the Custodial Trust, and their respective successors in title, (i) fails to comply with any requirement of Section X of the Consent Decree (relating to Institutional Controls), including without limitation the requirement in Section X.A. that: "No Settler or Successor-in-Title shall cause or permit the disturbance or modification of any cap or cover to be constructed at the Site, or of any ground-covering structure or feature currently existing or to be constructed at the Site, except in accordance with the mechanisms and procedures developed as Institutional Controls, or otherwise in accordance with this Consent Decree." or (ii) refuses or denies access to property required by Section XV.A of the Consent Decree, may be required to pay to EPA and the Commonwealth stipulated penalties, as identified in Section XXIII.C. of the Consent Decree;

NOW, THEREFORE, notice is hereby given that the activity and use limitations required by the ROD, the Consent Decree, and more particularly set forth in the IC Design Statement are as follows:

1. Terms and Conditions. The terms and conditions of said Institutional Controls are set forth, below, and in Exhibit A ("Definitions"), Exhibit B ("Legal Description of the Property"), Exhibit D ("Legal Description of the Restricted Areas"), Exhibit E ("Monsanto and ICI NAUL Use Request and Consent Letter"), Exhibit F ("EPA and MassDEP NAUL Use Approval and Consent Letter"), Exhibit G ("Owner NAUL Use Consent"), Exhibit H ("IC Design Statement"), and Exhibit I ("Work Protocols") to this instrument, all of which are attached hereto and made a part hereof, as aforesaid.

2. Definitions. The terms used in the Institutional Controls, including all appendices, shall have the meanings set forth in Exhibit A ("Definitions"), or if not defined therein, then as ascribed to them in the Consent Decree, in Section 101 of CERCLA, in the NCP, in Section 2 of Chapter 21E, and/or in the MCP, as applicable.

3. Activities and Uses Consistent with Maintaining the Remedy. The following Activities and Uses are consistent with maintaining the Remedy for Class D Land, Class C Land, Class B Land and Class A Land, respectively, as such classes of land are specified below, and, as such, may occur in, on, upon, through, over and under the following Restricted Areas, or portions thereof, which are situated within the Property, without compromising the Permanent Solution that has been achieved for the Site:

A. For Class D Land:

- i. excavation or other disturbance of the Engineered Cover for the limited purposes of landscaping and horticulture, using only herbaceous and small woody, shallow-rooted plants which will not penetrate or otherwise adversely affect the geotextile or geomembrane portion of the Engineered Cover; and installing, maintaining and repairing fences, irrigation systems and/or exterior lighting systems, if:
 - a. such excavation or other disturbance, if within twelve (12) inches of the geotextile or geomembrane, is conducted solely by hand (*i.e.*, without the use of any power equipment or power tools);
 - b. such excavation or other disturbance does not penetrate the geotextile or geomembrane portion of the Engineered Cover;
 - c. such excavation or other disturbance, including any associated temporary on-site storage of excavate, is conducted in a timely manner;
 - d. any disturbed portion of such Engineered Cover is restored to its original thickness or greater and to the same type of Cover, both as shown on the As Built Records and/or Cover Certification Report, immediately upon completion of the excavation or other disturbance; and
 - e. no project involving work conducted under this provision exceeds sixty (60) days in duration;
- ii. disturbance of the Cover for the purpose of performing Normal Maintenance, subject to the following conditions:
 - a. such disturbance is capable of being conducted, and is being conducted, without exposing or coming into contact with the soil or groundwater underlying the Cover; and
 - b. such disturbance does not result in a Permanent Cover Modification; and

- iii. extraction and use of groundwater for the purposes of sampling monitoring wells, if such extracted groundwater is disposed of in accordance with applicable federal, State or local laws, regulations or ordinances.

B. For Class C Land:

- i. excavation or other disturbance of the Engineered Cover for the limited purposes of landscaping and horticulture, using only herbaceous and small woody, shallow-rooted plants which will not penetrate or otherwise adversely affect the geotextile or geomembrane portion of the Engineered Cover; and installing, maintaining and repairing fences, irrigation systems and/or exterior lighting systems if:
 - a. such excavation or other disturbance, if within twelve (12) inches of the geotextile or geomembrane, is conducted solely by hand (*i.e.*, without the use of any power equipment or power tools);
 - b. such excavation or other disturbance does not penetrate the geotextile or geomembrane portion of the Engineered Cover;
 - c. such excavation or other disturbance, including any associated temporary on-site storage of excavate, is conducted in a timely manner;
 - d. any disturbed portion of such Engineered Cover is restored to its original thickness or greater and to the same type of Cover, both as shown on the As Built Records and/or Cover Certification Report, immediately upon completion of the excavation or other disturbance; and
 - e. no project involving work conducted under this provision exceeds sixty (60) days in duration;
- ii. disturbance of the Cover for the purpose of performing Normal Maintenance, subject to the following conditions:
 - a. such disturbance is capable of being conducted, and is conducted, without exposing or coming into contact with the soil or groundwater underlying the Cover; and
 - b. such disturbance does not result in a Permanent Cover Modification; and
- iii. extraction and use of groundwater for the purposes of sampling monitoring wells, if such extracted groundwater is disposed of in accordance with applicable federal, State or local laws, regulations or ordinances.

C. For Class B Land:

- i. excavation and backfilling outside the boundaries of Clean Corridors, including the removal of debris and accumulated soil and sediment from drainage areas and structures (*e.g.*, culverts, channels, basins) if:
 - a. the total volume of material excavated anywhere within the Property does not exceed ten (10) cubic yards;
 - b. the depth of the excavation does not exceed three (3) feet;
 - c. such excavation shall only be permitted provided that no soil is disposed of, or is required to be disposed of, off of the Property; and
 - d. such excavation, including any associated temporary on-site storage of excavate, is conducted in a timely manner; not to exceed sixty (60) days in duration;
- ii. excavation and backfilling within the boundaries of Clean Corridors:
 - a. such excavation is only within the bounds of the geotextile or other material bounding the Clean Corridors, and does not penetrate such geotextile or other material nor otherwise disturb the soil or other material outside such bounds; and
 - b. such excavation, if within twelve (12) inches of the geotextile, is conducted solely by hand (*i.e.*, without the use of any power equipment or power tools); and
- iii. extraction and use of groundwater for the purposes of sampling monitoring wells, provided such extracted groundwater is disposed of in accordance with applicable federal, State or local laws, regulations or ordinances.

D. For Class A Land:

- i. extraction and use of groundwater for the purposes of sampling monitoring wells, if such extracted groundwater is disposed of in accordance with applicable federal, State or local laws, regulations or ordinances.

4. Activities and Uses Inconsistent With Maintaining The Remedy. The following Activities and Uses are inconsistent with maintaining the Remedy for Class D Land, Class C Land, Class B Land and Class A Land, or portions thereof, which are situated within the Property, and, as such, may not occur in, on, upon, through, over or under the following Restricted Areas, without compromising the Permanent Solution that has been achieved for the Site:

A. For Class D Land:

- i. excavating, drilling, or otherwise disturbing the Cover and/or the soil underlying the Cover, unless in strict compliance with the Work Protocols;
- ii. extracting, pumping, consuming, exposing, or otherwise using groundwater, unless in strict compliance with the Work Protocols;
- iii. planting vegetation which would impair the effectiveness of the Cover, including, without limitation, deep-rooted trees and other vegetation the roots of which would likely grow to breach or otherwise impair the geotextile or geomembrane portion of the Cover;
- iv. commercial or industrial activity or use;
- v. residential activity or use;
- vi. daycare or school activity or use;
- vii. agricultural activity or use; or
- viii. any activity or use which would interfere with, or would be reasonably likely to interfere with, the implementation, effectiveness, integrity, operation or maintenance of the Remedy.

B. For Class C Land:

- i. excavating, drilling, or otherwise disturbing the Cover and/or the soil underlying the Cover, unless in strict compliance with the Work Protocols;
- ii. extracting, pumping, consuming, exposing or otherwise using groundwater, unless in strict compliance with the Work Protocols;
- iii. planting vegetation which would impair the effectiveness of the Cover, including without limitation deep-rooted trees and other vegetation the roots of which would likely grow to breach or otherwise impair the geotextile or geomembrane portion of the Engineered Cover;
- iv. residential activity or use;
- v. daycare or school activity or use;
- vi. agricultural activity or use; or

- vii. any activity or use which would interfere with, or would be reasonably likely to interfere with, the implementation, effectiveness, integrity, operation or maintenance of the Remedy.

C. For Class B Land:

- i. excavating, drilling, or otherwise disturbing the soil or ground covering features, including building foundations, slabs and/or underlying soils, unless in strict compliance with the Work Protocols;
- ii. extracting, pumping, consuming, exposing or otherwise using groundwater, unless in strict compliance with the Work Protocols;
- iii. residential activity or use;
- iv. daycare or school activity or use;
- v. agricultural activity or use; or
- vi. any activity or use which would interfere with, or would be reasonably likely to interfere with, the implementation, effectiveness, integrity, operation or maintenance of the Remedy.

D. For Class A Land:

- i. extracting, pumping, consuming, exposing or otherwise using groundwater, unless in strict compliance with the Work Protocols;
- ii. residential activity or use;
- iii. daycare or school activity or use; or
- iv. any activity or use which would interfere with, or would be reasonably likely to interfere with, the implementation, effectiveness, integrity, operation or maintenance of the Remedy.

5. Obligations and Conditions Necessary to Maintain the Remedy. The following obligations and/or conditions are necessary and shall be undertaken at each OU1 Property to maintain the Remedy and to avoid compromising the Permanent Solution that has been achieved for the Site:

A. Inspection, Inspection Report. Owner must engage an Independent Professional or a Professional Engineer (P.E. Civil), who: (i) familiarizes himself with the Property and that portion of the Remedy situated on the Property and on any abutting properties, including the activities and uses inconsistent with maintaining the Remedy listed in this

Notice and any related construction plans and documentation (including, if the Property contains any Class C Land or Class D Land, the As Built Records and/or the Cover Certification Report); (ii) conducts periodic visual, non-intrusive inspections of the Restricted Areas to ensure that Owner is in compliance with these restrictions; and, (iii) if the Property contains any Class C Land or Class D Land, also conducts periodic visual, non-intrusive inspections of the Cover in order to monitor its condition and protectiveness to ensure that it is maintained in accordance with the As Built Records and/or the Cover Certification Report, as the case may be. Performance of this obligation includes the following:

- i. Conducting all such inspections at least once every calendar year during the three-month period beginning on March 1st and ending on May 31st, or with such greater frequency as the Independent Professional or Professional Engineer, MassDEP and EPA, or Owner may determine is warranted taking into consideration the particular activities and uses at the Property and, if applicable, the condition of the Cover; and, if the Property contains any Class C Land or Class D Land, within seven (7) days of receipt of written notice from MassDEP and EPA of the occurrence of a twenty-five (25) year, twenty-four (24) hour storm event; or, with the written approval of MassDEP and EPA, with such lesser frequency as MassDEP and EPA, in their sole discretion, may determine is warranted taking into consideration the particular activities and uses at the Property.
- ii. No later than fourteen (14) days after conducting each such inspection, Owner must submit to MassDEP and EPA, respectively, with a copy to Settlers, a written inspection report, prepared by the Independent Professional or Professional Engineer who performed the inspection, summarizing the results of the inspection and stating:
 - a. whether any activities or uses inconsistent with maintaining the Remedy have occurred or are occurring on the Property;
 - b. if applicable, whether the Cover is in good condition and repair;
 - c. including any supporting information upon which such determinations are based, as applicable; and
 - d. including with each such inspection report a written statement, signed by Owner, stating that (a) Owner has personally reviewed the inspection report and that (b) the inspection report is true, accurate and complete; if Owner is a corporate entity, a duly authorized officer of the corporation must sign the inspection report on behalf of Owner.

- iii. All inspections and reports required for Class C Land and Class D Land pursuant to this subparagraph 5.A. must be performed and prepared, respectively, in accordance with the Cover Inspection Plan, set forth in Exhibit J ("Cover Inspection Plan").

B. Normal Maintenance. The provisions of this subparagraph 5.B. only apply if the Property contains Class C Land or Class D Land. Owner must perform Normal Maintenance of Class C Land and Class D Land, in a timely fashion as required to maintain the integrity and effectiveness of that portion of the Remedy situated on the Property, and no later than ninety (90) days from the time when Owner first knows or reasonably should have known of the condition requiring the performance of such Normal Maintenance. In determining whether Normal Maintenance is needed, and in the performance of Normal Maintenance, Owner must consider not only information that a landowner would ordinarily possess, but also information contained in the Cover Certification Report and obtained during the inspections performed at the Property pursuant to subparagraph 5.A ("Inspection, Inspection Report").

- i. Provided, however, that in the event that Owner believes that such Normal Maintenance is needed as the result of a Defect in the Remedy, then in lieu of performing such Normal Maintenance within the required time period set forth above, Owner may instead, within the same time period, submit a written request to EPA for a determination under the Consent Decree of whether such Normal Maintenance is needed as the result of a Defect in the Remedy. Owner must provide a copy of such submittal to MassDEP and Settlers. Owner's submittal must include a written statement by an Independent Professional asserting that, in his or her professional opinion, the need for such Normal Maintenance is due to a Defect in the Remedy, and explaining the basis for such opinion. This statement must be signed by the Independent Professional, and must be accompanied by his or her supporting analysis, and other documentation as appropriate. The time period for this submittal may only be extended with the prior, written approval of MassDEP and EPA.
- ii. If EPA determines, pursuant to the Consent Decree, that such Normal Maintenance is needed as the result of a Defect in the Remedy, then Owner's obligations to fund and perform such Normal Maintenance would be determined (along with those of other parties bound under Section IV.A of the Consent Decree) pursuant to and in accordance with the terms and provisions of the Consent Decree and its appendices, including without limitation Sections VII.A, VII.B, VII.C(8) and X.D of the Consent Decree and Section F.3.e of Appendix I (Remedial Design/Action Plan) of the Consent Decree. Otherwise, Owner must fund and perform such Normal Maintenance in accordance with the terms and provisions of this Notice.

- iii. Nothing herein is intended to impair or otherwise affect whatever rights Owner may possess pursuant to the Consent Decree, if any, to pursue and obtain recovery from any other person or entity for costs associated with Normal Maintenance.

C. Operation and Maintenance Plan. The provisions of this subparagraph 5.C. only apply if the Property contains Class C Land or Class D Land. Owner may be obligated to fund and implement the activities required by the Operation and Maintenance Plan at the Property, in accordance with the terms and provisions of the Consent Decree, including without limitation its appendices, and any obligations under this Notice would not limit or modify any additional obligations to perform such activities on the Property or elsewhere within the Site under the Consent Decree, including without limitation its appendices.

D. Remedy Failure: Preliminary Action, Notification and Repair. The provisions of this subparagraph 5.D. only apply if the Property contains Class C Land or Class D Land.

- i. In the event of any Remedy Failure, Owner must immediately implement such preliminary action as is reasonably necessary to prevent potential human exposure to, and/or releases of, soil and/or groundwater due to the Remedy Failure.
- ii. Unless the work necessary to repair the Remedy Failure falls within the definition of Normal Maintenance, Owner must notify MassDEP, EPA, and Settlers of such Remedy Failure, orally no more than twenty-four (24) hours from the time Owner first knows or reasonably should have known of such Remedy Failure, and in writing no more than five (5) business days from the time that Owner first knows or reasonably should have known of such Remedy Failure.
- iii. Owner must, within twenty-one (21) days of such written notification, prepare and submit to MassDEP and EPA, respectively, with a copy to Settlers, a work plan for the repair of the Remedy Failure, in accordance with the Work Protocols. After submittal of such work plan and any review and approval required pursuant to the Work Protocols, Owner must promptly conduct the repair in accordance with such work plan and otherwise comply with all applicable requirements of the Work Protocols.
- iv. Provided, however, that in the event that Owner believes that such Remedy Failure is the result of a Defect in the Remedy, then in lieu of submitting such work plan within twenty-one (21) days of the date when such written notification is due, Owner may instead, within the same time period, submit a written request to EPA for a determination under the Consent Decree of whether such Remedy Failure is the result of a Defect in the Remedy. Owner must provide a copy of such submittal to MassDEP and Settlers. Owner's

submittal must include a written statement by an Independent Professional asserting that, in his or her professional opinion, the Remedy Failure is the result of a Defect in the Remedy, and explaining the basis for such opinion. This statement must be signed by the Independent Professional, and must be accompanied by his or her supporting analysis, and other documentation as appropriate. The time period for this submittal may only be extended with the prior, written approval of MassDEP and EPA.

- v. If EPA determines, pursuant to the Consent Decree, that such Remedy Failure is the result of a Defect in the Remedy, then Owner's obligations to fund and perform response actions to cure the Remedy Failure, beyond those response actions taken pursuant to subparagraph 5.D.i., above, would be determined (along with those of other parties bound under Section IV.A of the Consent Decree) pursuant to and in accordance with the terms and provisions of the Consent Decree and its appendices, including without limitation Sections VII.A, VII.B, VII.C(8) and X.D of the Consent Decree and Section F.3.e of Appendix I ("Remedial Design/Action Plan") to the Consent Decree. Otherwise, Owner must fund and perform response actions to cure such Remedy Failure in accordance with this Notice.
- vi. Nothing herein would impair or otherwise affect whatever rights Owner may possess pursuant to the Consent Decree, if any, to pursue and obtain recovery from any other person or entity for costs incurred to cure a Remedy Failure.

E. Notification of Other Violations. Owner must timely notify MassDEP and EPA of any violation of this Notice of which Owner becomes aware, except to the extent otherwise required or waived in subparagraph 5.D, above.

F. Permit and Approval Related Notifications.

- i. Owner, at the time that it submits any application to obtain a permit or approval from any governmental or other authority for any use or activity within the Restricted Areas, must provide that authority with a copy of this Notice and with written notification of the nature and extent of the restrictions on activities and uses established herein.
- ii. Owner, at the time that it submits any building permit application for construction within the Restricted Areas to the City of Woburn, must submit to MassDEP and EPA a copy of its building permit application, and, upon receipt, a copy of any certificate of use and occupancy or other final permit or approval issued in connection with its building permit application.

6. Emergency Excavation. If it becomes necessary to excavate within the Restricted Areas as part of a response to an emergency (for example, repairing utility lines or responding to a fire or flood), the provisions of Paragraph 4 ("Activities and Uses Inconsistent with

Maintaining the Remedy”), above, which would otherwise restrict such excavation, shall be temporarily suspended with respect to such excavation to the extent necessary to permit such response, provided that the Owner satisfies the following:

- A. orally notifies the following persons of such emergency as soon as possible but no later than two (2) hours after having learned of such emergency, and referencing this Notice:
 - i. EPA National Response Center at (800) 424-8802 and EPA Region 1, Superfund and Emergency Management Division, Emergency Planning and Response Branch at (617) 918-1236; and
 - ii. MassDEP Emergency Response at (888) 304-1133 and MassDEP Northeast Regional Office of Emergency Response Section at (978) 694-3200;

or such other persons as MassDEP and EPA, respectively, may identify in writing, from time to time, to Owner for such oral emergency response notifications;
- B. notifies EPA and MassDEP in writing of such emergency no later than five (5) days after having learned of such emergency, such notifications to be sent to the following addresses:
 - i. Industri-Plex Site Remedial Project Manager
US EPA Region 1 – New England
5 Post Office Square, Suite 100
Mail Code: 07-4
Boston, MA 02109-3912; and
 - ii. Department of Environmental Protection
Bureau of Waste Site Cleanup
One Winter Street, 3rd Floor
Boston, MA 02108

Attention: Industri-Plex Superfund Site Project Manager;
 - iii. Coordinator for the Settling Parties
Mr. Todd Majer
c/o de maximis, inc.
200 Day Hill Road
Suite 200
Windsor, CT 06095

or to such addresses as MassDEP, EPA or Coordinator for the Settling Parties, respectively, may each identify in writing, from time to time, to Owner for such written emergency response notifications;

- C. limits the actual disturbance involved in such excavation to the minimum reasonably necessary to adequately respond to the emergency;
- D. implements all measures necessary to limit actual or potential risk to the public health and environment;
- E. manages and disposes of any soils, sediments, and/or groundwater removed in connection with such excavation in accordance with Paragraph 14 ("Materials Management and Sampling Protocol") of the Work Protocols;
- F. reinstates the Cover, if applicable, in accordance with Paragraph 15 ("Cover and Clean Corridors Protocol") of the Work Protocols;
- G. engages an Independent Professional to oversee implementation of the activities in subparagraphs 6.C through 6.F;
- H. no later than thirty (30) days following the date of the emergency, submits an emergency excavation report to MassDEP and EPA prepared by an Independent Professional documenting that the excavation activity conducted as part of the emergency response was conducted in compliance with this Paragraph ("Emergency Excavation"). The emergency excavation report must contain, at a minimum, the following:
 - i. the name and address of the Owner, the hazardous waste professional and, if different, the person that conducted the emergency response;
 - ii. a detailed description of the nature of the emergency, the emergency response and the time frame within which it occurred;
 - iii. the address where the emergency response took place, and a map illustrating the location of the emergency response;
 - iv. all monitoring data, sampling analytical results, disposal location(s), and soil and groundwater volume estimates, if applicable, obtained, used and/or developed in connection with the emergency response. If the emergency response involved the disposal of Contaminated Soil or Contaminated Groundwater off of the Site, then a copy of the documentation evidencing the disposal facility's acceptance of the media and all other transport manifest documentation; and

- v. the written opinion of an Independent Professional stating that all of the requirements of subparagraphs 6.D, 6.E., and 6.F., above, if applicable, have been satisfied.

7. Proposed Changes in Activities and Uses; Amendments. Pursuant to 310 CMR 40.0111(8)(c), the Owner must notify and obtain approval from EPA and MassDEP of any proposed change in activities and uses at the Property that is not provided for in this Notice. Pursuant to 310 CMR 40.0111(8)(d), the Owner must obtain EPA and MassDEP approval of any Amendment or Termination of this Notice. All EPA and MassDEP approvals of any Amendment or Termination of this Notice must be in writing and be recorded and/or registered with the appropriate Registry(ies) of Deeds and/or Land Registration Office(s) to be effective.

8. Notices; Changes of Address.

A. General. Any notice, delivery or other communication under this Notice, including those notices made pursuant to subparagraph 8.B., inclusive, unless otherwise provided in this instrument, must be in writing and sent by reliable overnight delivery service, delivered in hand or mailed by postage-paid registered or certified mail, return receipt requested. Upon instruction from MassDEP or EPA, a duplicate or electronic copy shall be included with any submittal. All such notices or other communications will be deemed given, if by overnight delivery service, on the first business day following deposit with such delivery service; if by hand, on the date of the receipt evidencing the hand delivery thereof; or, if by registered or certified mail, three (3) days after deposit in the United States mails; provided that notice of change of address will be deemed effective only upon receipt.

B. MassDEP and EPA. Whenever, under the terms of this instrument, written notice is required to be given or a document is required to be sent to (i) MassDEP and/or (ii) EPA, as the case may be, it shall be directed to both MassDEP and EPA, to the individuals at the addresses specified below, or as otherwise directed in writing by MassDEP and/or EPA, respectively.

As to MassDEP:

Department of Environmental Protection
Bureau of Waste Site Cleanup
One Winter Street, 3rd Floor
Boston, MA 02108

Attention: Industri-Plex Superfund Site Project Manager

As to EPA:

EPA Remedial Project Manager
Industri-Plex Superfund Site, Woburn, Massachusetts
United States Environmental Protection Agency, Region I
5 Post Office Square, Suite 100 (MC 07-4)
Boston, MA 02109-3912

and to:

EPA Enforcement Counsel
Industri-Plex Superfund Site
United States Environmental Protection Agency, Region I
5 Post Office Square, Suite 100 (MC 04-3)
Boston, MA 02109-3912

C. Settlers. Whenever, under the terms of this instrument, written notice is required to be given or a document is required to be sent to Settlers, it shall be directed to the designated recipient for notice to the Settlers ("Coordinator for Settling Parties") at the address specified below, or as otherwise designated in writing by Settlers:

Mr. Todd Majer
c/o de maximis, inc.
200 Day Hill Road
Suite 200
Windsor, CT 06095

D. Owner. Whenever, under the terms of this instrument, written notice is required to be given or a document is required to be sent to Owner, it shall be directed to the individual at the address specified below:

Presidential Way Woburn, LLC
c/o Piedmont Office Realty Trust, Inc.
5565 Glenridge Connector, Suite 450
Atlanta, Georgia 30342
Attn: Massachusetts Asset Manager

E. Changes of Address. Owner must notify MassDEP, EPA, and Settlers of any change of the mailing address specified above. Any party giving such notice must do so in writing, within thirty (30) days of such change in address. Such notice will be effective upon receipt, unless such notice provides for a later effective date (*e.g.*, in the case of advance notice).

9. Violations.

i. The activities, uses and/or exposures upon which this Notice is based must not change at any time to (a) cause risks that are not protective of human health or the environment, pursuant to the criteria set forth in the NCP at 40 CFR 300.430(e)(2)(i), (b) interfere with the Remedy, or (c) cause a significant risk of harm to health, safety, public welfare, or the environment pursuant to Chapter 21E and the MCP.

ii. Compliance with the terms and conditions of this Notice is subject to enforcement pursuant to Chapter 21E, the MCP, M.G.L. c. 21A, § 16 and 310 CMR 5.00 and CERCLA and the NCP. Such enforcement may include, without limitation, enforcement with respect to (a) any activities or uses that may occur that are described in Paragraph 4 of this Notice as being inconsistent with the Remedy, (b) any failure to undertake any obligations and conditions described in Paragraph 5 of this Notice as being necessary to maintain the Remedy, and (c) any other failure to maintain the Remedy or Permanent Solution resulting from a failure to act consistently with this Notice.

10. Incorporation Into Deeds, Mortgages, Leases, and Instruments of Transfer. This Notice shall be incorporated either in full or by reference into all future deeds, easements, mortgages, leases, licenses, occupancy agreements or any other instrument of transfer, whereby an interest in and/or a right to use the Property or a portion thereof is conveyed in accordance with 310 CMR 40.1074(5).

11. Reservation of Rights. This instrument shall not limit or otherwise affect the right of EPA and/or MassDEP to obtain access to, or restrict the use of, the Property pursuant to CERCLA, Chapter 21E, or any other applicable statute or regulation.

This instrument shall not release the Owner or any other party from liability for releases of oil or hazardous substances or materials, nor shall this instrument excuse the Owner or any other party from complying with CERCLA, Chapter 21E, or any other applicable federal, state or local laws, regulations, or ordinances or by-laws.


Owner hereby authorizes and consents to the filing and recordation and/or registration of this Notice, said Notice to become effective when recorded and/or registered with the appropriate Registry(ies) of Deeds and/or Land Registration Office(s).

WITNESS the execution hereof under seal this 11th day of November, 2021.

PRESIDENTIAL WAY WOBURN, LLC,
a Delaware limited liability company

By: Piedmont Operating Partnership, LP,
a Delaware limited partnership, its sole member and
manager

By: Piedmont Office Realty Trust, Inc.,
a Maryland corporation, its sole General
Partner

By: 
Name: Thomas A. McKean
Title: Senior Vice President and Assoc.
General Counsel

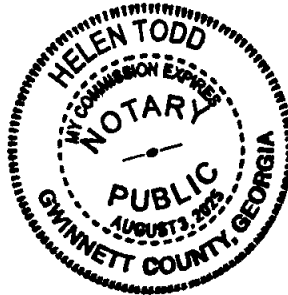
STATE/Commonwealth of Georgia

Fulton, ss

November 11, 2021

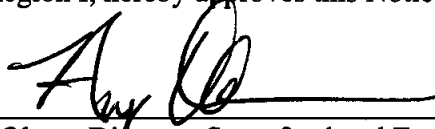
On this 11th day of November, 2021, before me, the undersigned notary public, personally appeared Thomas A. McKean, proved to me through satisfactory evidence of identification, which were personal knowledge, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose as Senior Vice President and Assoc. General Counsel of Piedmont Office Realty Trust, Inc., the Sole General Partner of Piedmont Operating Partnership, LP, the sole member and manager of Presidential Way Woburn, LLC, as the voluntary act of Piedmont Office Realty Trust, Inc., Piedmont Operating Partnership, LP, and Presidential Way Woburn, LLC.

Heidi Todd



In accordance with CERCLA, 42 U.S.C. § 9601, *et seq.*, and the National Contingency Plan, the United States Environmental Protection Agency, Region I, hereby approves this Notice of Activity and Use Limitation.

Date: 1/11/22



Bryan Olson, Director, Superfund and Emergency
Management Division, U.S. Environmental
Protection Agency, Region I

In accordance with M.G.L. c. 21E, § 6, and the Massachusetts Contingency Plan (310 CMR 40.0000), the Department of Environmental Protection hereby approves this Notice of Activity and Use Limitation (as to form only).

Date: _____

Elizabeth J. Callahan
Acting Assistant Commissioner of the
Bureau of Waste Site Cleanup
Department of Environmental Protection

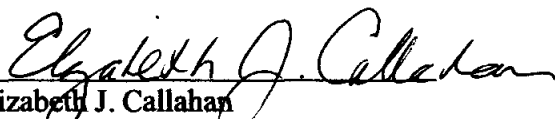
In accordance with CERCLA, 42 U.S.C. § 9601, *et seq.*, and the National Contingency Plan, the United States Environmental Protection Agency, Region I, hereby approves this Notice of Activity and Use Limitation.

Date: _____

Bryan Olson, Director, Superfund and Emergency
Management Division, U.S. Environmental
Protection Agency, Region I

In accordance with M.G.L. c. 21E, § 6, and the Massachusetts Contingency Plan (310 CMR 40.0000), the Department of Environmental Protection hereby approves this Notice of Activity and Use Limitation (as to form only).

Date: 1/11/22


Elizabeth J. Callahan
Acting Assistant Commissioner of the
Bureau of Waste Site Cleanup
Department of Environmental Protection

List of Exhibits:

- Exhibit A: Definitions
- Exhibit B: Legal Description of the Property
- Exhibit C: Photo-Reduced Copy of Plan of Restricted Areas
- Exhibit D: Legal Description of the Restricted Areas
- Exhibit E: Monsanto and ICI NAUL Use Request and Consent Letter
- Exhibit F: EPA and MassDEP NAUL Use Approval and Consent Letter
- Exhibit G: Owner NAUL Use Consent
- Exhibit H: IC Design Statement
- Exhibit I: Work Protocols
- Exhibit J: Cover Inspection Plan [*for Class C and Class D Land only*]
- Exhibit K: Evidence of Authority

Return to:

Mr. Todd Majer
de maximis, inc.
200 Day Hill Road
Suite 200
Windsor, CT 06095

EXHIBIT A

DEFINITIONS

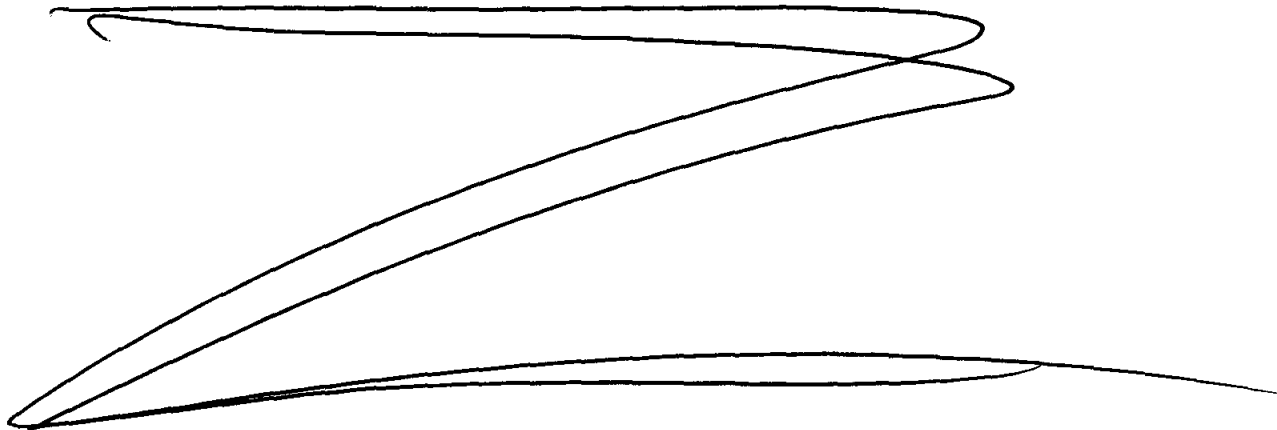


EXHIBIT A

Definitions

The following terms shall have the meanings set forth, below:

A. "As Built Records" shall mean the engineering drawings and other records, as amended, which depict the location and details of Clean Corridors and/or that portion of the Remedy situated within the Property as constructed, or otherwise designated, a copy of which is on file at the Document Repository.

B. "Business Day" shall mean a calendar day, exclusive of those calendar days which fall on a Saturday, Sunday or federal holiday.

C. "Class A Land" shall mean that portion of the Property, if any, identified as Class A Land on the Plan of Restricted Areas; a legal description thereof by metes and bounds being set forth in Exhibit D ("Legal Description of the Restricted Areas"). Class A Land may contain soil contamination above levels considered safe for unrestricted activity and use (i.e., residential, day care and schools), and Contaminated Groundwater.

D. "Class B Land" shall mean that portion of the Property, if any, identified as Class B Land on the Plan of Restricted Areas; a legal description thereof by metes and bounds being set forth in Exhibit D ("Legal Description of the Restricted Areas"). Class B Land may contain Contaminated Soil and Contaminated Groundwater.

E. "Class C Land" shall mean that portion of the Property, if any, identified as Class C Land on the Plan of Restricted Areas; a legal description thereof by metes and bounds being set forth in Exhibit D ("Legal Description of the Restricted Areas"). Class C Land contains Contaminated Soil and Cover, and may contain Contaminated Groundwater.

F. "Class D Land" shall mean that portion of the Property, if any, identified as Class D Land on the Plan of Restricted Areas; a legal description thereof by metes and bounds being set forth in Exhibit D ("Legal Description of the Restricted Areas"). Class D Land contains Contaminated Soil and Cover, and may contain Contaminated Groundwater. Class D Land also comprises the East, West, East-Central and South Hide Piles, as shown on the As Built Records; and the location of which are generally depicted on the Plan of Restricted Areas.

G. "Clean Corridors" shall mean all soil or other material, bounded below and to the sides by geotextile or other material as shown on the As Built Records, and bounded above by those portions of the Property, if any, referred to as Clean Corridors on the Plan of Restricted Areas. Clean Corridors are situated within Class B Land and are constructed so as to clearly delineate their boundaries. Generally, Clean Corridors provide an area which does not contain Contaminated Soil, where work may be performed, usually related to utilities or other infrastructure that require frequent access for maintenance.

H. "Contaminated Groundwater" shall mean any groundwater within the Site contaminated with arsenic, chromium, lead, benzene, toluene, ammonia, naphthalene or other hazardous materials and/or substances exceeding applicable local, State and/or Federal standards.

I. "Contaminated Soil" shall mean soil, sediment, fill or other earthen material within the Site containing arsenic at or above a concentration of three hundred (300) parts per million; lead at or above a concentration of six hundred (600) parts per million; chromium at or above a concentration of one thousand (1,000) parts per million; animal hides, or their constituents, from which emanate odors; and/or other hazardous materials and/or substances exceeding applicable local, State and/or Federal standards.

J. "Cover" shall mean Engineered Cover and Equivalent Cover, collectively.

K. "Cover Certification Report" shall mean a report prepared for the Property containing such information as is necessary to document the completion of the Cover situated on the Property, as amended, including the As Built Records, as applicable, and/or other construction and survey plans, and quality assurance and control documentation, a copy of which is on file at the Document Repository.

L. "Cover Inspection Plan" shall mean the plan set forth in Exhibit J ("Cover Inspection Plan"), attached hereto and made a part hereof.

M. "Day" or "Days" shall mean a calendar day or days, except where expressly otherwise provided.

N. "Defect in the Remedy" shall mean any lack, insufficiency or imperfection in the design or construction of the Remedy, excluding Equivalent Cover, under conditions and use for which the Remedy was designed (but for such lack, insufficiency or imperfection), which results in or may result in a Remedy Failure.

O. "Document Repository" shall mean the records center located at the Woburn Public Library, at 45 Pleasant Street in Woburn, MA, and the EPA Records Center, located at US EPA New England at 5 Post Office Square – Suite 100 in Boston, MA, established for the Site pursuant to the ROD and/or Consent Decree. The Document Repository contains documents, drawings, reports, data, specifications and other pertinent detailed information pertaining to the Remedy, the Consent Decree, and related documents.

P. "Effective Date" shall mean the date of Recordation and/or Registration of this Activity and Use Limitation, as the case may be.

Q. "Engineered Cover" shall mean all physical barriers situated in, on, or under those portions of the Property, if any, referred to as Engineered Cover on the Plan of Restricted Areas. Engineered Cover was designed and constructed by the Industri-Plex Site Remedial Trust as part of the response activities at the Site to prevent exposure to Contaminated Soil on Class C Land and Class D Land, as shown on the original As Built Records, or as shown

on approved permanent modifications to those As Built Records. Engineered Cover may be comprised of one or more of the following materials: geotextile, geomembrane, soil, gravel, bituminous concrete and/or asphalt.

R. "Equivalent Cover" shall mean all physical barriers preventing exposure to underlying soil, sediment, fill or other earthen material within the Site, situated in, on, or under those portions of the Property, if any, referred to as Equivalent Cover on the Plan of Restricted Areas. Equivalent Cover, although not designed as part of the Engineered Cover, functions to prevent exposure to Contaminated Soil on Class C Land and Class D Land, as shown on the original As Built Records, or as shown on approved permanent modifications to those As Built Records. Equivalent Cover may be comprised of one or more of the following ground covering structures or features, or portions of such structures or features: buildings; foundations; slabs; paved driveways, walkways, parking lots and/or roads; or other such ground covering structures or features.

S. "Hazardous Substances" shall mean any substance defined as a "hazardous substance," "pollutant" or "contaminant" under CERCLA; a "hazardous waste" under Section 1004(5) of the Solid Waste Disposal Act, as amended, 42 U.S.C. §6903; a "hazardous material" under Section 2 of Chapter 21E; and/or animal hides, or their constituents, from which emanate odors.

T. "Independent Professional" shall mean a person who is a licensed Hazardous Waste Site Cleanup Professional, pursuant to M. G. L. c. 21A and 309 C. M. R. §§ 1.0 to 8.0 (a "Licensed Site Professional" or "LSP"), and either (i) is also a Professional Engineer (P.E., Civil), licensed by the Massachusetts Board of Registration of Professional Engineers and Professional Land Surveyors, pursuant to M. G. L. c.112 §§ 81D to 81T and implementing regulations; or (ii) is acting, as necessary, in reliance on such a Professional Engineer (P.E., Civil) and other professionals, as needed. In addition, an Independent Professional shall be familiar with the requirements of this Notice of Activity and Use Limitation, including its exhibits.

U. "Normal Maintenance" shall mean any and all activities a landowner would routinely need to perform in order to keep his or her property in good condition and repair, exclusive of repair of damage to the geotextile or geomembrane portion of the Engineered Cover. For purposes of this instrument, Normal Maintenance may include, without limitation, activities such as lawn cutting, watering and reseeding; repair of erosion and filling in ruts; bituminous or concrete pavement and asphalt seal coating, bituminous or concrete pavement and asphalt stripe painting, overlaying bituminous or concrete pavement and asphalt, sealing cracks and filling potholes; maintaining and repairing interior building sumps, sump pumps and drainage systems; maintaining and repairing building foundations; removal of unwanted vegetation; removal of debris and accumulated soil and sediment from drainage areas and structures (*e.g.*, culverts, channels, basins).

V. "Permanent Cover Modification" shall mean a permanent change to the Cover, such that the Cover has been altered from that depicted in the As Built Records, the Cover Certification Report and/or on the Plan of Restricted Areas.

W. "Plan of Restricted Areas" shall mean the plan consisting of two (2) sheets, entitled "*Plan of Restricted Areas (Locus & Survey Control Network) prepared for: (now or formerly) Presidential Way Woburn, LLC, Lot IC-34, Woburn, Massachusetts*", prepared by Fieldstone Land Consultants, PLLC, dated March 23, 2020, as revised through revision A, dated June 10, 2021, and recorded in the Middlesex South Registry of Deeds as Plan No. 875 of 2021. The Plan of Restricted Areas depicts the surveyed locations of the Restricted Areas and certain other features of the Remedy, including without limitation any Engineered Cover or Equivalent Cover, situated on the Property.

X. "Qualified Professional" shall mean a professional with no less than five (5) years of experience in the field of hazardous waste site assessment and remediation, including experience in hazardous waste management, construction methods and terminology, and preparation and interpretation of remediation and construction plans and documents. In addition, such professional shall be familiar with the requirements of this Notice of Activity and Use Limitation, including its exhibits. A Qualified Professional may be, but is not necessarily required to be, an Independent Professional.

Y. "Recorded and/or Registered" and its various conjugations shall mean, as to unregistered land, recorded with the appropriate registry of deeds; and as to registered land, filed with the appropriate land registration office; each conjugated as appropriate.

Z. "Remedy" shall mean the Cover and remediated, restored, and/or created wetlands, all as depicted (i) in the Cover Certification Report and/or on the Plan of Restricted Areas to the extent that each such element of the Remedy is situated on the Property and (ii) in any such similar cover certification reports and/or on any such similar plans of restricted areas prepared or recorded, respectively, with respect to any and all other properties at the Site, pursuant to the Consent Decree; and/or any other activity, including any resultant structures, required by the Consent Decree; as originally performed or subsequently modified in accordance with the Consent Decree and, as applicable, this instrument.

AA. "Remedy Failure" shall mean any condition at the Property which (i) prevents the Cover from fulfilling its ground-covering function and exposes potentially Contaminated Soil, including without limitation (a) potholes and other structural damage to pavement, concrete, hardtop, cement, foundations or other such types of Cover; and (b) washouts and other significant Cover deterioration or damage; and/or (ii) prevents any portion of the Remedy from fulfilling its intended function.

BB. "Restricted Areas" shall mean, collectively, those portions of the Property bounded and described in Exhibit D ("Legal Description of the Restricted Areas"), attached hereto and made a part hereof. The Restricted Areas encompass all portions of the Property subject to this Notice of Activity and Use Limitation, and are shown on the Plan of Restricted Areas.

CC. "Settlers" shall mean Settlers as defined in Section III, Paragraph Z of the Consent Decree, at page 11, and their successors and assigns; provided, however, that for purposes of this definition, Settlers shall exclude the Mark Phillip Trust.

DD. "Site" shall mean Site as defined in Section III, Paragraph AA of the Consent Decree, at pages 11-12.

EE. "Work Protocols" or "Protocols" shall mean the procedures, practices and standards set forth in Exhibit I ("Work Protocols").

EXHIBIT B

LEGAL DESCRIPTION OF THE PROPERTY

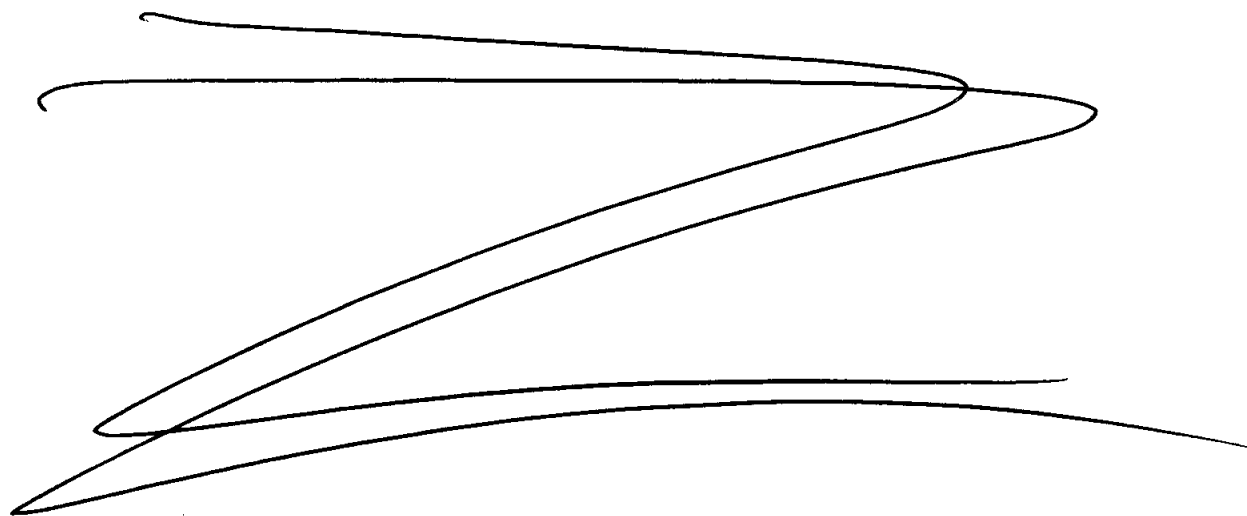


EXHIBIT B

**Legal Description of the Property
(Lot IC-34)**

A certain parcel of land located in the City of Woburn, in the County of Middlesex and the Commonwealth of Massachusetts, bounded and described as follows:

Beginning at a point on the northwesterly side of Metro North Drive at the easterly corner of Lot 2-A-1 and being the southerly corner of the parcel hereinafter described; thence

N 61°34'46" W	a distance of twelve and fifty-seven hundredths feet (12.57') to a point; thence
NORTHWESTERLY	and curving to the right along the arc of a curve having a radius of ninety-six and no hundredths feet (96.00'), a length of one hundred forty-six and sixty-nine hundredths feet (146.69') to a point; thence
N 25°58'16" E	a distance of eighty-eight and forty hundredths feet (88.40') to a point; thence
N 64°01'44" W	a distance of seventy-seven and twelve hundredths feet (77.12') to a point; thence
S 80° 58'16" W	a distance of two hundred eighty-eight and sixty-two hundredths feet (288.62') to a point; thence
N 12°53'03" W	a distance of forty-four and three hundredths feet (44.03'), the previous six (6) courses by Lot 2-A-1, to a point; thence
N 00°55'25" W	a distance of one hundred sixty-nine and seventy hundredths feet (169.70') to a point; thence
N 57°09'03" E	a distance of one hundred forty-six and fourteen hundredths feet (146.14') to the point; thence
N 57°06'04" E	a distance of one hundred sixty-eight and sixty-nine hundredths feet (168.69') to a point; thence
N 57°03'45" E	a distance of three hundred thirty and thirteen hundredths feet (330.13') to a point; thence

N 53°24'31" E	a distance of forty-two and forty-three hundredths feet (42.43'), the previous five (5) courses by land now or formerly of MetroNorth Corporate Center, LLC, to point; thence
S 18°32'24" E	a distance of seventy and twenty-two hundredths feet (70.22') to a point; thence
SOUTHEASTERLY	and curving to the right along the arc of a curve having a radius of five hundred seventy and no hundredths feet (570.00'), a length of ninety-four and eighty-three hundredths feet (94.83') to a point; thence
SOUTHWESTERLY	and curving to the right along the arc of a curve having a radius of five hundred thirty-six and no hundredths feet (536.00'), a length of three hundred fifty and fourteen hundredths feet (350.14') to a point; thence
S 28°25'14" W	a distance of three hundred six and eighty-nine hundredths feet (306.89') to a point; thence
S 73°25'14" W	a distance of thirty-one and eleven hundredths feet (31.11') to point; thence
S 28°25'14" W	a distance of fourteen and no hundredths feet (14.00'), the previous six (6) courses by the northwesterly sideline of Metro North Drive, to a point of beginning.

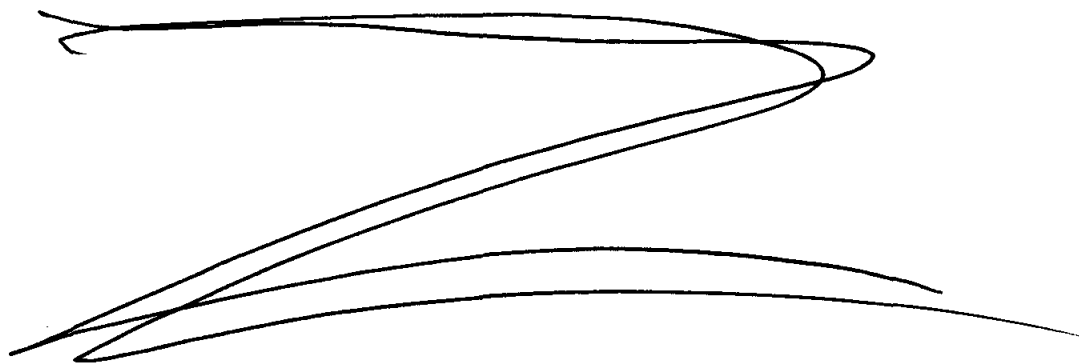
The above described parcel of land contains approximately an area of 257,324 square feet, or 5.907 acres, and is more particularly shown as Lot 2-A-2 on a plan entitled "Subdivision Plan of Land in Woburn, Massachusetts, prepared for National Development", dated October 21, 1999 by Vanasse Hangen Brustlin, Inc., recorded with the Middlesex South Registry of Deeds as Plan No. 510 of 2000.

Also shown as Lot IC-34 on a plan entitled "*Plan of Restricted Areas (Locus & Survey Control Network) prepared for: (now or formerly) Presidential Way Woburn, LLC, Lot IC-34, Woburn, Massachusetts*", prepared by Fieldstone Land Consultants, PLLC, dated March 23, 2020, as revised through revision A, dated June 10, 2021, and recorded in the Registry as Plan No. 875 of 2021.

For title reference see Deed from VV2/Lessor 225, Limited Partnership and VV2/Lessor 235, Limited Partnership to Presidential Way Woburn, LLC, and recorded in the Registry on September 15, 2011, in Book 57448, Page 458.

EXHIBIT C

PHOTO-REDUCED COPY OF THE PLAN OF RESTRICTED AREAS



Middlesex Registry of Deeds,
Southern District
Cambridge, Massachusetts
Plan No. 875 1/2 of 2021
Rec'd 11-30-2021
at 12 H 02 M P M

Attest

[Signature]
Register

FOR REGISTRY USE
SURVEY CONTROL NETWORK POINTS

POINT #	NORTHING (FEET)	EASTING (FEET)	ELEV. (FEET)	DESC.
9	554787.93	695334.79	93.29	MAGN(S)
117	554935.71	696605.05	119.44	I.PIN(F)
118	554997.69	696744.31	124.49	I.PIN(F)
119	554977.42	696743.93	125.72	I.PIN(F)
120	556005.46	696613.05	95.27	C.B.(F)
128	555312.88	696740.29	115.51	I.PIN(F)
129	555279.16	696890.59	117.47	I.PIN(F)
132	554847.71	694915.95	78.43	I.PIN(F)
133	555058.90	695126.18	96.01	P.K.(F)
134	555102.46	695256.34	96.55	I.PIN(F)
135	555142.01	695222.63	90.28	P.K.(F)
216	553575.07	697396.19	72.34	DISK
218	554038.23	696400.64	91.30	I.PIN(S)
219	554833.75	696498.97	113.51	DISK
220	554921.67	695784.06	73.06	D.H.(F)
221	554863.96	695486.38	98.35	P.K.(F)
301	552991.99	695650.71	67.70	G.B.(F)
302	552983.08	695726.35	68.00	G.B.(F)
303	552824.40	695720.82	66.92	G.B.(F)
828	552989.66	695203.98	72.88	RRSPK(S)
831	555171.27	696067.95	92.16	PIN(C/S)
834	555080.77	695290.39	96.82	PIN(C/S)
850	553166.01	695458.74	66.79	P.K.(F)
858	553407.27	694721.18	73.66	P.K.(S)
871	553005.63	694989.59	75.27	P.K.(S)
872	553190.49	694871.47	74.38	P.K.(S)
873	553293.14	694886.21	73.74	PIN(C/S)
874	553152.45	695225.83	72.96	P.K.(S)
887	553569.05	697762.19	74.67	G.B.(S)
888	553762.69	698088.18	75.46	G.B.(F)
889	553895.58	698391.10	74.41	PIN(C/S)
890	553542.21	698649.64	72.97	G.B.(S)
893	552536.04	698702.70	69.67	G.B.(S)
894	553002.10	698412.19	69.40	MAGN(S)
895	552730.89	697787.70	67.50	MAGN(S)
919	554648.09	696120.30	106.02	PIN(C/S)
920	553826.01	695995.76	79.40	PIN(C/S)
921	553411.21	696193.56	78.92	PIN(C/S)
922	552832.88	696420.08	71.72	DISK
923	553120.20	696816.46	72.78	DISK
924	553462.61	697331.77	68.39	DISK
925	553842.55	697009.22	94.88	PIN(C/S)
926	554203.87	697060.28	79.00	DISK
927	553812.75	696737.39	107.69	PIN(C/S)
928	552561.74	696815.28	88.15	PIN(C/S)
929	552790.55	697119.09	71.75	PIN(C/S)
930	553018.55	697429.53	68.02	DISK
931	554521.49	694626.27	87.39	D.H.(F)
932	554421.26	694348.31	101.39	G.B.(F)
933	554251.87	694364.55	90.95	PIN(C/S)
937	553114.85	694221.58	97.94	PIN(C/S)
938	552836.93	694953.72	80.60	DISK
945	554503.77	694824.96	74.68	P.K.(F)
947	552892.72	695376.15	65.92	DISK
948	552343.09	695555.77	63.57	G.B.(S)
949	552436.47	696030.92	71.73	DISK
950	552035.73	696313.53	68.40	G.B.(S)
951	551631.65	697151.14	65.87	DISK
952	551433.89	697800.32	73.68	DISK
953	551087.91	698466.50	63.64	DISK
955	551532.44	698410.23	63.71	DISK
956	551861.31	698260.16	65.21	DISK
957	552364.26	698003.18	67.73	G.B.(F)
960	554759.37	695677.56	96.32	G.B.(S)
961	554434.15	695071.84	65.91	G.B.(S)
962	553860.20	695295.87	79.76	G.B.(S)
963	553612.09	695462.70	78.81	DISK
964	553810.04	696003.71	79.67	G.B.(S)
965	553424.46	696186.34	79.67	DISK
966	553373.67	695576.30	77.68	DISK
967	553108.66	695695.24	76.92	DISK
968	552790.10	695786.11	73.69	DISK
971	554878.15	696698.61	129.11	PIN(C/S)
972	555073.02	696822.69	125.79	PIN(C/S)
973	555324.98	697186.40	117.15	PIN(C/S)
974	555328.29	697548.91	96.63	G.B.(F)
978	555238.37	697940.64	70.49	G.B.(S)
979	555115.28	698015.18	87.78	PIN(C/S)
980	554928.03	698008.18	80.93	PIN(C/S)
981	554828.02	697781.52	67.51	G.B.(S)
982	554608.27	697650.96	69.95	DISK
983	554337.91	697697.91	77.28	MAGN(S)
984	554073.15	697638.96	76.58	PIN(C/S)

MASSACHUSETTS BAY
TRANSPORTATION AUTHORITY

LOT IC-15

LOT IC-29

LOT IC-32

LOT IC-01

LOT IC-13

LOT IC-11

LOT IC-12

LOT IC-10

LOT IC-14

LOT IC-07

LOT IC-03

LOT IC-04

LOT IC-17

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LOT IC-199

LOT IC-200

LOT IC-201

LOT IC-202

PLAN NO. 875 OF 2021
SHEET 2 OF 2

FOR REGISTRY USE

LEGEND:

- N 553250 GRID LINE
RECORD RIGHT-OF-WAY LINE
RECORD BOUNDARY LINE
ABUTTING LOT LINE
CLASS OF LAND LINE
EDGE OF PAVEMENT
CURB LINE
LIMIT OF AS-BUILT GEOTEXTILE
TIE COURSE LINE
EXISTING EASEMENT LINE
EDGE OF TREE LINE

- EXISTING BUILDING
LIMIT OF EXISTING EASEMENT
(SEE PLAN VIEW FOR TYPE)

05-01-11
N/F NDNE METRONORTH LLC
(LOT 5C - PRESIDENTIAL WAY)

05-01-07
N/F ARE-MA REGION NO. 20, LLC
(215 PRESIDENTIAL WAY)

LOT IC-33
N/F PRESIDENTIAL WAY WOBURN, LLC
(235 PRESIDENTIAL WAY)

LOT IC-34
N/F PRESIDENTIAL WAY WOBURN, LLC

IC-36
N/F 300 METRONORTH CORP. CTR LLC
(200 PRESIDENTIAL WAY)

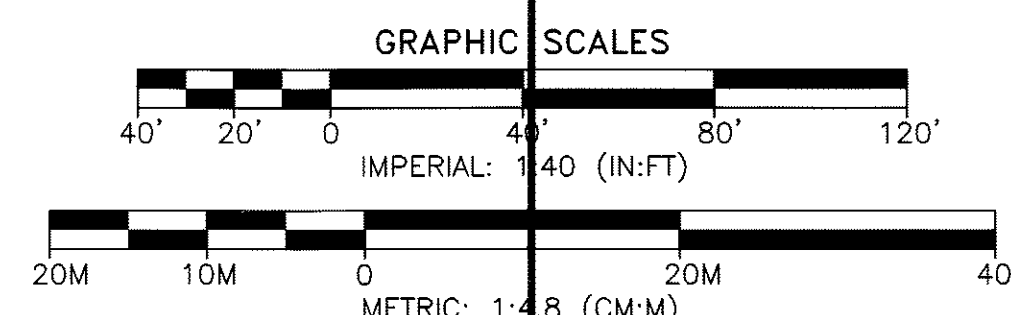
IC-35
N/F WOBURN MCB II LLC
(150 PRESIDENTIAL WAY)

RESTRICTED AREAS BY CLASSES OF LAND

CLASS OF LAND	DESCRIPTION
A	MAY CONTAIN CONTAMINATED GROUNDWATER
B	MAY CONTAIN CONTAMINATED GROUNDWATER, AND MAY CONTAIN CONTAMINATED SOILS. NO COVER WAS REQUIRED WITHIN CLASS B.
C	MAY CONTAIN CONTAMINATED GROUNDWATER, AND CONTAINS CONTAMINATED SOIL AND COVER.
D	MAY CONTAIN CONTAMINATED GROUNDWATER, AND CONTAINS CONTAMINATED SOIL AND COVER. CLASS D ALSO CONTAINS FOUR ANIMAL HIDE PILES.

- CLASS A LAND
CLASS B LAND
CLASS C LAND
CLASS D LAND

N61°35'36"W 12.57'
S28°24'09"W 14.00'
S73°24'24"W 31.11'
N64°02'34"W 506.89'
N28°57'26"E 88.40'
N64°02'34"W 506.89'
S28°24'24"W 506.89'



REV.	DATE	DESCRIPTION	C/O	DR	CK
A	06/10/21	REVISED PER UNIVERSAL UPDATES		DEB	MDP

NOTES:

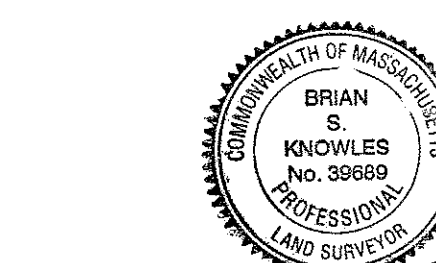
1. FOR MORE INFORMATION REGARDING THE REMEDY OR CLEAN CORRIDORS PLEASE SEE THE COVER CERTIFICATION REPORT AND/OR AS-BUILT RECORDS ON FILE AT THE EPA RECORDS CENTER, OR THE WOBURN PUBLIC LIBRARY.
2. THIS PLAN IS INTENDED FOR PURPOSES OF ESTABLISHING INSTITUTIONAL CONTROLS AND MAY BE RELIED UPON FOR CONVEYING EITHER A GRANT OF ENVIRONMENTAL RESTRICTIONS AND EASEMENTS OR A NOTICE OF ACTIVITY USE LIMITATION FOR THAT PURPOSE.
3. THE RESTRICTED AREA SHOWN HEREON WAS COMPILED AND MATHEMATICALLY COMPUTED FROM REFERENCE PLAN #3 ON SHEET #1, AND IS NOT THE RESULT OF A PRECISE FIELD BOUNDARY SURVEY BY THIS OFFICE. THESE COMPUTED PLANS WERE "BEST FIT" TO THE PROJECT COORDINATE SYSTEM USING EXISTING SITE MONUMENTS.

CERTIFICATIONS:

THE UNDERSIGNED, A DULY REGISTERED PROFESSIONAL LAND SURVEYOR UNDER THE LAWS OF THE COMMONWEALTH OF MASSACHUSETTS, HEREBY CERTIFIES THAT THE INFORMATION ON THESE RECORD PLANS CONTAINED HEREIN CONFORMS TO THE RULES AND REGULATIONS OF THE REGISTER OF DEEDS, OF MIDDLESEX COUNTY.

I CERTIFY THAT THE PROPERTY LINES SHOWN ARE THE LINES DIVIDING EXISTING OWNERSHIPS, THAT THE LINES OF STREETS AND WAYS SHOWN ARE THOSE OF PUBLIC OR PRIVATE STREETS OR WAYS ALREADY ESTABLISHED, AND THAT NO NEW LINES FOR DIVISION OF EXISTING OWNERSHIP OR FOR NEW WAYS ARE SHOWN.

THE CERTIFICATION SHOWN ABOVE IS INTENDED TO MEET THE MIDDLESEX COUNTY REGISTRY OF DEEDS REQUIREMENTS AND IS NOT A CERTIFICATION TO THE TITLE OR OWNERSHIP OF THE PROPERTY SHOWN HEREON.



11-23-2021
PROFESSIONAL LAND SURVEYOR DATE

PLAN OF RESTRICTED AREAS
(RECORD BOUNDARY, TIES TO SURVEY CONTROL,
AND RESTRICTED AREAS DELINEATION)

PREPARED FOR:
(NOW OR FORMERLY)
**PRESIDENTIAL WAY
WOBURN, LLC**
LOT IC-34
WOBURN, MASSACHUSETTS

SCALE: 1" = 40' MARCH 24, 2020

Surveying ♦ Engineering ♦ Land Planning ♦ Permitting ♦ Septic Designs

FIELDSTONE
LAND CONSULTANTS, PLLC

206 Elm Street, Milford, NH 03055
Phone: (603)-672-5456 Fax: (603)-413-5456
www.FieldstoneLandConsultants.com

FILE: 307RP34-2.dwg PROJ. NO. 307.34 PAGE NO. 2 OF 2

875 of 2021 2/2

EXHIBIT D

LEGAL DESCRIPTION OF THE RESTRICTED AREAS

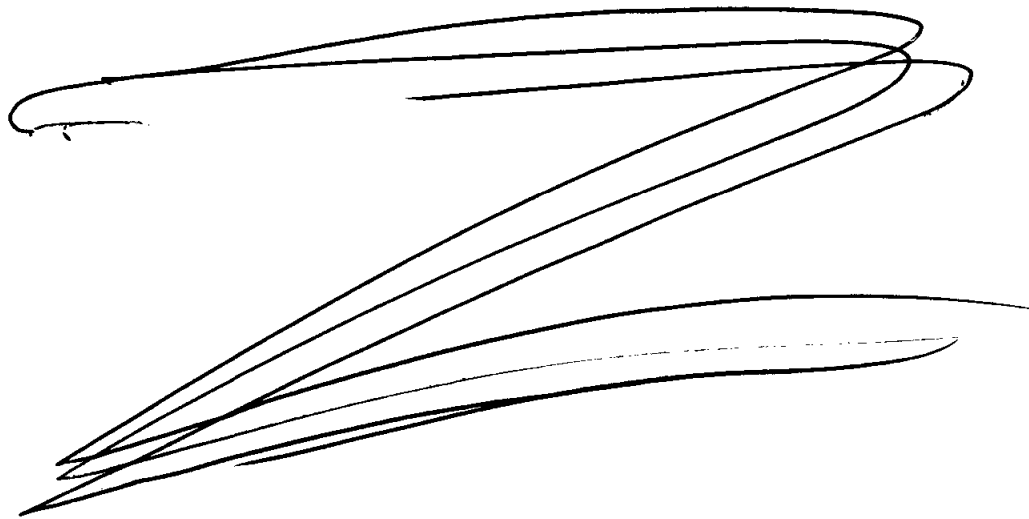


EXHIBIT D

Legal Description of Restricted Areas Located within Lot IC-34

Class "A" Land consists of the following described area:

**Land of
Presidential Way Woburn, LLC
Woburn, Massachusetts**

Beginning at the southwesterly corner of the herein described parcel (Lot IC-34) at a point on the northwesterly sideline of Presidential Way and at the common northeasterly corner of other land of Presidential Way Woburn, LLC (Lot IC-33), thence along said Lot IC-33

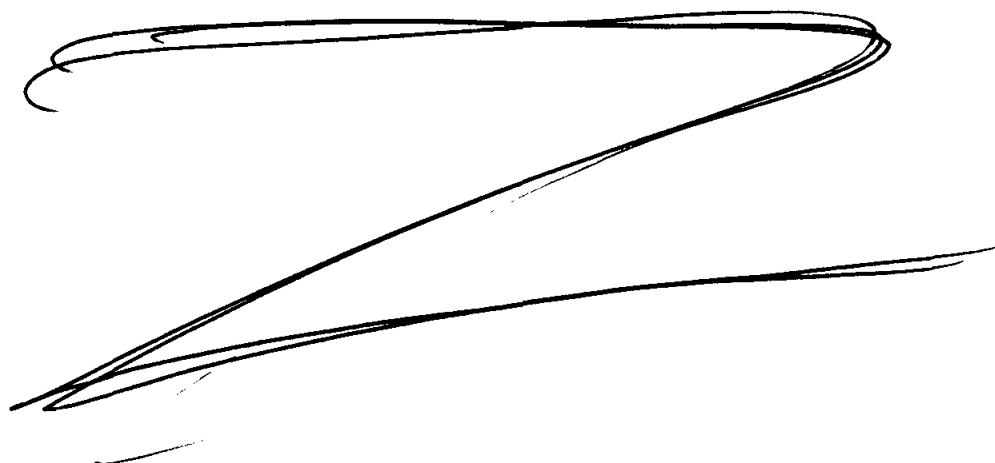
1. N 61° 35' 36" W – 12.57 feet to a point, and
2. Northeasterly a curve to the right having a radius of 96.00 feet and a length of 146.69 feet, and
3. N 25° 57' 26" E – 88.40 feet to a point, and
4. N 64° 02' 34" W – 77.12 feet to a point, and
5. S 80° 57' 26" W – 288.62 feet to a point, and
6. N 12° 53' 53" W – 44.03 feet to a point at the southeast corner of land of NDNE Metronorth LLC (Tax Map Lot 05-01-11), thence by said Lot 05-01-11
7. N 00° 56' 15" W – 169.70 feet to a point at the southwest corner of land of ARE-MA Region No .20, LLC (Tax Map Lot 05-01-07), thence by said Lot 05-01-07
8. N 57° 06' 37" E – 146.14 feet to a point, and
9. N 57° 06' 37" E – 168.69 feet to a point, and
10. N 57° 02' 55" E – 330.13 feet to a point, and
11. N 53° 23' 41" E – 42.43 feet to a point at the southwesterly sideline of Presidential Way, thence easterly, southerly and westerly along the side line of Presidential way
12. S 18° 33' 14" E – 70.22 feet to a point, and
13. Southeasterly by a curve to the right having a radius of 570.00 feet and a length of 94.83 feet to a point of compound curve, and

14. Southwesterly by a curve to the right having a radius of 536.00 feet and a length of 350.14 feet, and
15. S 28° 24' 24" W – 306.89 feet to a point, and
16. S 73° 24' 24" W – 31.11 feet to a point, and
17. S 28° 24' 09" W – 14.00 feet to the point of beginning.

Also shown as Lot IC-34 on a plan entitled "*Plan of Restricted Areas (Locus & Survey Control Network) prepared for: (now or formerly) Presidential Way Woburn, LLC, Lot IC-34, Woburn, Massachusetts*", prepared by Fieldstone Land Consultants, PLLC, dated March 23, 2020, as revised through revision A, dated June 10, 2021, and recorded in the Registry as Plan No. 875 of 2021.

EXHIBIT E

MONSANTO AND ICI NAUL USE REQUEST AND CONSENT LETTER





INDUSTRI-PLEX SITE

REMEDIAL TRUST

October 21, 2016

Jennifer McWeeney, Project Manager
Department of Environmental Protection
Bureau of Waste Site Cleanup
One Winter Street, 6th Floor
Boston, MA 02108

Joseph LeMay
Industri-Plex Site Remedial Project Manager
US EPA – New England
5 Post Office Square, Suite 100
Mail Code: OSSR07-4
Boston, MA 02109-3912

Re: Industri-plex Superfund Site, Woburn, Massachusetts; MassDEP Release Tracking Number 3-0001731 and EPA ID # MAD076580950 (the "Site"), Operable Unit 1 ("OU1") - Modification of Institutional Controls to Allow Use of NAULs

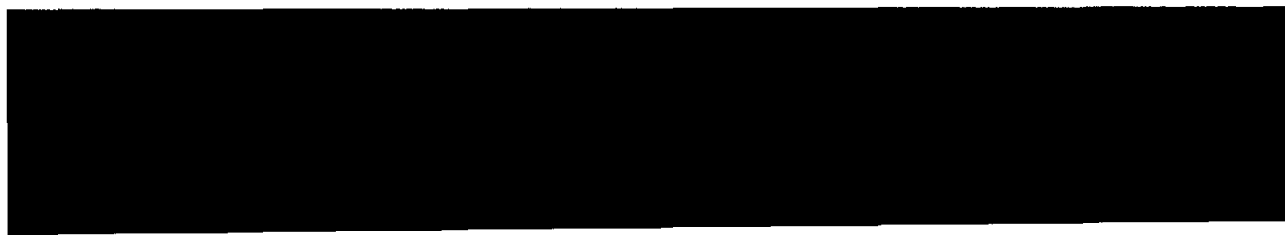
Consent Decree entered on August 24, 1989 by the United States District Court for the District of Massachusetts in the matter styled, *United States of America v. Stauffer Chemical Company, et al.*, Civil Action No. 89-0195MC and *Commonwealth of Massachusetts v. Stauffer Chemical Company, et al.*, Civil Action No. 89-0196-MC; and recorded at the Middlesex South Registry of Deeds in Book 19837, Page 476 (the "OU1 Consent Decree")

Monsanto and ICI NAUL Use Request and Consent Letter

Dear Ms. McWeeney and Mr. LeMay:

On behalf of Stauffer Chemical Company, Stauffer Management Company, ICI American Holdings, Inc., and their respective successors and assigns ("ICI"), and Monsanto Company and its successors and assigns ("Monsanto"), the Industri-Plex Site Remedial Trust ("ISRT") makes the following request. Namely, the ISRT requests that the Massachusetts Department of Environmental Protection ("MassDEP") and the United States Environmental Protection Agency ("EPA") (together, MassDEP and EPA are referred to herein as the "Agencies") issue a joint letter approving the use of Notices of Activity and Use Limitation ("NAULs") as an alternate form of Institutional Controls at OU1 properties at the Site where a Grant of Environmental Restriction and Easement ("GERE") would otherwise be required pursuant the OU1 Consent Decree.

The NAULs would be substantially in the form of the attached Site-specific model



NAUL, and the use of a NAUL at each individual property would be subject to the written consent of each of the Owner Defendants (as defined in the OUI Consent Decree), individually, at the time the NAUL is established. Similarly, NAULs would also be available for each Industri-plex Site Custodial Trust ("the Custodial Trust") OUI property at the Site, subject to the Custodial Trust's written consent.

In June, 2014, MassDEP promulgated revisions to the Massachusetts Contingency Plan, 310 CMR 40.0000 (the "MCP") which, *inter alia*, provide that land use controls required as part of a selected remedy at disposal sites deemed by MassDEP to be adequately regulated pursuant to 310 CMR 40.0111, such as certain federal Superfund sites, may be implemented through a NAUL in accordance with 310 CMR 40.1070(1)(c).

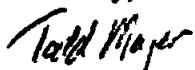
The implementation of NAULs at OUI properties in lieu of GEREs represents a change to the OUI Consent Decree that will not materially affect the OUI Consent Decree. The change from GEREs to NAULs would, however, affect Monsanto, ICI and any of the Owner Defendants who elects to execute a NAUL for an applicable OUI property. The OUI Consent Decree permits modifications to its terms and conditions that do not materially affect the OUI Consent Decree, upon the written consent of all Parties affected by the modification.¹

Attached for Agencies' review and approval are the Site-specific model NAUL, along with Monsanto's and ICI's signed consents to the use of NAULs at OUI properties. As noted, any of the Owner Defendants or the Custodial Trust, who agrees to use a NAUL for an applicable OUI property in lieu of a GERE, must execute and submit a written consent upon submission of the NAUL for approval by the Agencies in the form attached as Exhibit G ("Owner NAUL Use Consent Letter") to the Site-specific model NAUL.

This letter ("Monsanto and ICI NAUL Use Request and Consent Letter") and the Agencies' approval letter ("EPA and DEP NAUL Use Approval and Consent Letter") will be attached to the property-specific NAULs as Exhibits E and F, respectively.

Thank you for your consideration of this request.

Sincerely,



Todd Majer
ISRT Coordinator

cc: Michael Parker, Esq.
David Peterson, EPA
Andy Cohen, MassDEP

Attachments:

Site-specific model NAUL (including all exhibits)
Monsanto and ICI Signed Consents to Use of NAULs at OUI properties in lieu of GEREs

¹ Section XXXI. Modification of the Consent Decree at 77.

October 21, 2016

Consent to Use of NAULs at OUI properties in lieu of GEREs

Industri-plex Superfund Site (OU-1)
Woburn, Massachusetts
EPA Site ID # MAD076580950
MassDEP Release Tracking # 3-0001731

The undersigned Stauffer Management Company LLC, as:

1) litigation agent to Bayer CropScience Inc. (as successor to
Stauffer Chemical

Company).

2) successor to Stauffer Management Company (a Delaware corporation), and

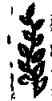
3) assignee from ICI American Holdings, Inc.,

hereby consents to the request from various entities and other parties, as described in the attached letter from the Industri-Plex Site Remedial Trust to the United States Environmental Protection Agency, Region I and the Massachusetts Department of Environmental Protection dated October 21, 2016, to the use of Notices of Activity and Use Limitations at the OUI properties at the Industri-Plex Superfund Site as an alternative to the use of Grants of Environmental Restriction and Easement.

This consent is made and provided subject to all the terms and conditions of said letter, which are incorporated herein by reference.

Name: Charles Elmendorf, Senior Director, Environmental Remediation
On behalf of Stauffer Management Company LLC, as 1) litigation agent to Bayer CropScience Inc., 2) successor to Stauffer Management Company (a Delaware corporation), and 3) assignee from ICI American Holdings, Inc.

MONSANTO



MONSANTO COMPANY
LAW DEPARTMENT
800 NORTH LINDBERGH BOULEVARD
ST. LOUIS, MISSOURI 63167
<http://www.monsanto.com>

Pharmacia LLC (fka Monsanto Company) Consent to Use of NAULs at OUI properties in lieu of GEREs

Industri-plex Superfund Site (OU 1)
Woburn, Massachusetts
EPA Site ID # MAD076580950
MassDEP Release Tracking # 3-0001731

The undersigned Pharmacia LLC (fka Monsanto Company) and its respective successors and assigns hereby consent to the request from said entities and other parties, as described in the attached letter from the ISRT to the United States Environmental Protection Agency, Region I and the Massachusetts Department of Environmental Protection dated October 21, 2016, to the use of Notices of Activity and Use Limitations at the OUI properties at the Site as an alternative to the use of Grants of Environmental Restriction and Easement.

This consent is made and provided subject to all the terms and conditions of said letter, which are incorporated herein by reference.

Date: October 21, 2016

MM.S.
Name

On behalf of Pharmacia LLC by its attorney-in-fact Monsanto Company¹

L. Glen Kurowski, Director, Environmental Affairs, Monsanto Company

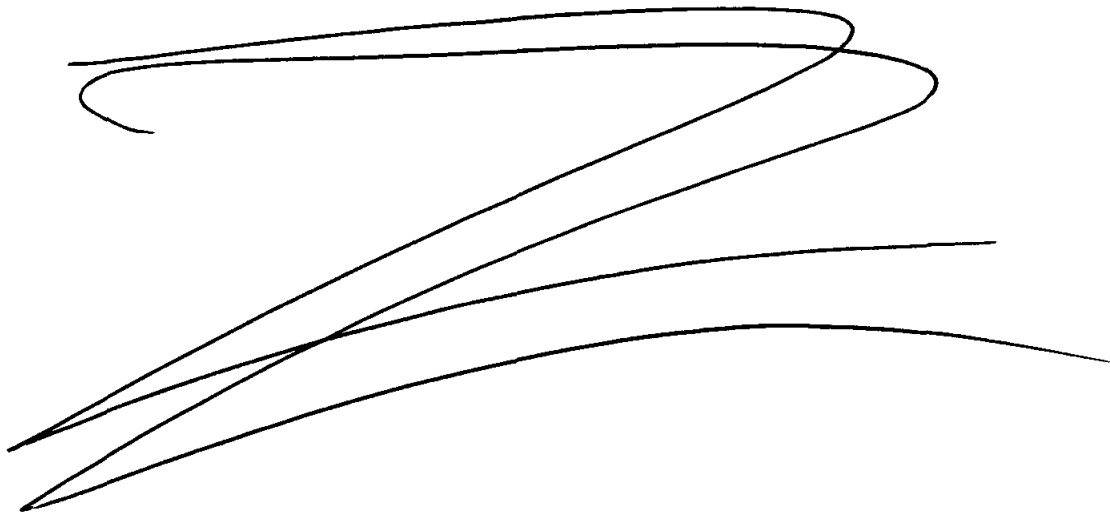
¹ This Monsanto entity is not a successor to or assignee of Pharmacia LLC with respect to Industri-Plex OUI matters but rather is, by contract, defending and indemnifying Pharmacia.

Industri-Plex Superfund Site
Notice of Activity and Use Limitation
Exhibit F

Property Address: 225 Presidential Way
Woburn, MA 01801 (Tax Lot 05-01-08)
Plan of Restricted Areas Lot IC-34

EXHIBIT F

EPA AND MASSDEP NAUL USE APPROVAL AND CONSENT LETTER





Commonwealth of Massachusetts
Executive Office of Energy & Environmental Affairs

Department of Environmental Protection

One Winter Street Boston, MA 02108 • 617-292-5500

November , 2016

Mr. Todd Majer, ISRT Coordinator
c/o de maximis, inc.
200 Day Hill Road
Suite 200
Windsor, CT 06095

Re: Industri-plex Superfund Site, Woburn, Massachusetts; MassDEP Release Tracking Number 3-0001731 and EPA ID # MAD076580950 (the "Site"), Operable Unit 1 ("OU1") - Agencies Approval of Modification of Institutional Controls to Allow Use of NAULs

Consent Decree entered on August 24, 1989 by the United States District Court for the District of Massachusetts in the matter styled, United States of America v. Stauffer Chemical Company, et al., Civil Action No. 89-0195MC and Commonwealth of Massachusetts v. Stauffer Chemical Company, et al., Civil Action No. 89-0196-MC; and recorded at the Middlesex South Registry of Deeds in Book 19837, Page 476 (the "OU1 Consent Decree")

EPA and DEP NAUL Use Approval and Consent Letter

Dear Mr. Majer:

The Massachusetts Department of Environmental Protection ("MassDEP") and the United States Environmental Protection Agency ("EPA") (together, MassDEP and EPA are referred to herein as the "Agencies") have reviewed your request, in your capacity as Coordinator of the Industri-plex Site Remedial Trust ("ISRT"), made on behalf of Stauffer Chemical Company, Stauffer Management Company, ICI American Holdings, Inc., and their respective successors and assigns ("ICI"), and Monsanto Company and its successors and assigns ("Monsanto") in a letter, dated October 21, 2016. You requested that the Agencies issue a joint letter approving the use of Notices of Activity and Use Limitation ("NAULs") as an alternate form of Institutional Controls at individual OU1 properties at the Site where a Grant of Environmental Restriction and Easement ("GERE") would otherwise be required pursuant the OU1 Consent Decree.

Your request (i) states that the NAULs would be substantially in the form of the Site-specific model NAUL attached to your request, (ii) includes Monsanto's and ICI's signed

This information is available in alternate format. Call the MassDEP Diversity Office at 617-666-1139 TTY# MassRelay Service 1-800-439-2370

MassDEP Website: www.mass.gov/dep

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consents to this change, and (iii) further states that the use of a NAUL at each individual property would be subject to the written consent of each of the Owner Defendants (as defined in the OUI Consent Decree), individually, at the time each NAUL is established. Your request also states that, similarly, NAULs would be available for each Industri-plex Site Custodial Trust ("the Custodial Trust") OUI property at the Site, subject to the Custodial Trust's written consent.

As your request notes, the use of NAULs at the Site would be pursuant MassDEP's June, 2014 promulgation of revisions to the Massachusetts Contingency Plan, 310 CMR 40.0000 (the "MCP"), which, *inter alia*, provide that land use controls required as part of a selected remedy at disposal sites deemed by MassDEP to be adequately regulated pursuant to 310 CMR40.0111, such as certain federal Superfund sites, may be implemented through an NAUL in accordance with 310 CMR 40.1070(1)(c).

Your request also notes that the implementation of NAULs at individual OUI properties in lieu of a GERE represents a change to the OUI Consent Decree that will not materially affect the OUI Consent Decree. You further note that the OUI Consent Decree permits modifications to its terms and conditions that do not materially affect the OUI Consent Decree, upon the written consent of all Parties affected by the modification.¹ The Agencies agree that this change would not materially affect the OUI Consent Decree.


After review of your request, including the Site-specific model NAUL (including all of its exhibits) and Monsanto's and ICI's written consents, the Agencies hereby approve the use of NAULs as an alternate form of Institutional Controls at the Site's OUI properties subject to the following requirements:

- (i) each property-specific NAUL shall be substantially in the form of the Site-specific model NAUL attached to your request; and
- (ii) in accordance with the Consent Decree, in addition to the Agencies' written consents included with this letter (see below), and Monsanto's and ICI's written consents submitted by you with your request letter, each of the Owner Defendants (as defined in the OUI Consent Decree), individually, or the Custodial Trust, as applicable, must also sign a written consent to the use of an NAUL at each's individual property in lieu of a GERE, at the time such NAUL is established.

Accordingly, this approval letter also includes the Agencies' written consents to the use of NAULs at the OUI properties as an alternative to GEREs.

We note that each property-specific NAUL is subject to the Agencies' written approval. In addition, and once you have developed an NAUL Inauguration Plan, and obtained the Agencies' approval of the same, each property-specific NAUL should be established in accordance with the Inauguration Plan.

If you have any questions, please contact either Jennifer McWeeney, MassDEP Project Manager, at (617) 654-6560; or Joe LeMay, EPA Industri-Plex Site Remedial Project Manager, at (617) 918-1323.


Jennifer McWeeney
MassDEP Project Manager


Joseph LeMay
EPA Industri-Plex Site Remedial Project Manager

¹ Section XXXI. Modification of the Consent Decree at 77.

Todd Majer, ISRT Coordinator
November , 2016
Page 3

cc: Andy Cohen, MassDEP
David Peterson, USEPA
Michael Parker, Esq., ISRT

Attachment:
MassDEP and EPA Signed Consents to Use of NAULs at OUI properties in lieu of GEREs





Commonwealth of Massachusetts
Executive Office of Energy & Environmental Affairs

Department of Environmental Protection


One Winter Street Boston, MA 02108 • 617-292-5500

MassDEP and EPA Consent to Use of NAULs at OU1 properties in lieu of GEREs

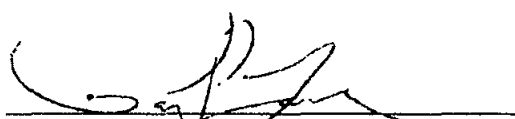
Industri-plex Superfund Site (OU 1)
Woburn, Massachusetts
EPA Site ID # MAD076580950
MassDEP Release Tracking # 3-0001731

The undersigned United States Environmental Protection Agency, Region I and Massachusetts Department of Environmental Protection hereby consent to the request from the Industri-plex Site Remedial Trust, made on behalf of Stauffer Chemical Company, Stauffer Management Company, ICI American Holdings, Inc., and their respective successors and assigns, and Monsanto Company and its successors and assigns, as described in the attached letter from the Agencies dated November 1, 2016, to the use of Notices of Activity and Use Limitations at the OU1 properties at the Site as an alternative to the use of Grants of Environmental Restriction and Easement.

This consent is made and provided subject to all the terms and conditions of said letter, which are incorporated herein by reference.


Bryan Olson, Director
Office of Site Remediation and Restoration
U. S. Environmental Protection Agency, Region I

Date: 11/1/16


Paul W. Locke, Assistant Commissioner
Bureau of Waste Site Cleanup
Massachusetts Department of Environmental Protection

Date:

attachment: EPA and DEP NAUL Use Approval and Consent Letter

EXHIBIT G

OWNER NAUL USE CONSENT

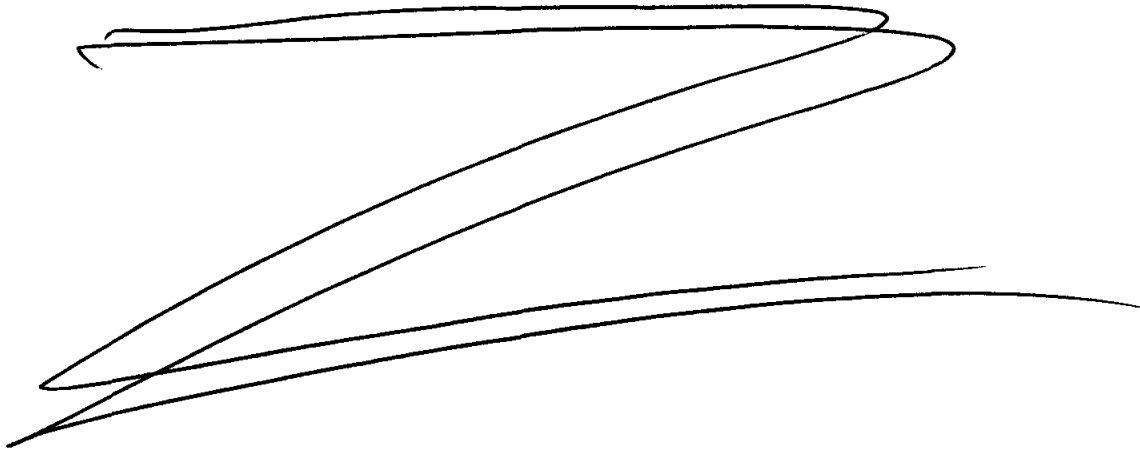
A large, stylized handwritten signature in black ink, consisting of several sweeping, overlapping strokes that form a complex, abstract shape.

EXHIBIT G

OWNER NAUL USE CONSENT

WHEREAS, the United States Environmental Protection Agency ("EPA") and the Massachusetts Department of Environmental Protection ("MassDEP") (collectively EPA and MassDEP are referred to hereinafter as the "Agencies") and certain parties ("Settlers") entered into a consent decree that was entered on August 24, 1989 by the United States District Court for the District of Massachusetts in the matter styled, *United States of America v. Stauffer Chemical Company, et al.*, Civil Action No. 89-0195MC and *Commonwealth of Massachusetts v. Stauffer Chemical Company, et al.*, Civil Action No. 89-0196-MC; and recorded at the Middlesex South Registry of Deeds in Book 19837, Page 476 ("Consent Decree"). The Consent Decree set forth the Settlers' obligations for, among other things, the remedial actions ("Remedy") to be performed for Operable Unit I ("OU1") at the Industri-Plex Superfund Site located in Woburn, Massachusetts, MassDEP Release Tracking Number 3-0001731 and EPA ID # MAD076580950 (the "Site");

WHEREAS, Section X of the Consent Decree obligated the Settlers who were Landowners of land within OU1 and any and all of their Successors-In-Title, to inaugurate and subsequently comply with the Institutional Controls, which run with the land, described at Attachment B to the Remedial Design/Action Plan, found at Appendix I to the Consent Decree;

WHEREAS, the Industri-Plex Site Custodial Trust ("the Custodial Trust") was established pursuant to Section IX of the Consent Decree to receive, hold, manage, and/or sell real property and other assets to be conveyed by the Mark-Phillip Trust and William F. D'Annolfo, which land is also within OU1; and is required to inaugurate and comply with Institutional Controls;

WHEREAS, Presidential Way Woburn, LLC is a Settler who is an OU1 landowner or a Successor-In-Title to a Settler who was a landowner and currently owns the property described at Attachment A (the "Property");

WHEREAS, the final form of Institutional Controls contemplated by the Consent Decree is a Grant of Environmental Restriction and Easement ("GERE");

WHEREAS, in June, 2014, MassDEP promulgated revisions to the Massachusetts Contingency Plan, 310 CMR 40.0000 (the "MCP") which, *inter alia*, provide that land use controls required as part of a selected remedy at disposal sites deemed by MassDEP to be adequately regulated pursuant to 310 CMR 40.0111, such as certain federal Superfund sites, may be implemented through a Notice of Activity and Use Limitation ("NAUL"), in accordance with 310 CMR 40.1070(1)(c);

WHEREAS, the implementation of NAULs at OU1 properties in lieu of GERES represents a change to the OU1 Consent Decree that will not materially affect the OU1 Consent Decree. The change from GERES to NAULs would, however, affect (i) the Agencies; (ii) Stauffer Chemical Company, Stauffer Management Company, ICI American Holdings, Inc., and their respective successors and assigns (“ICI”), and Monsanto Company and its successors and assigns (“Monsanto”), and (iii) any of the Owner Defendants who elects to execute an NAUL for an applicable OU1 property, at the time such NAUL is established at each such property. The OU1 Consent Decree permits modifications to its terms and conditions that do not materially affect the OU1 Consent Decree, upon the written consent of all Parties affected by the modification;¹

WHEREAS, Monsanto and ICI submitted to the Agencies a request to use NAULs at individual properties at the Site as an alternative to the use of GERES, where such NAUL would be substantially in the form of a proposed Site-specific model NAUL, and where the use of an NAUL at each individual property would be subject to the written consent of each of the Owner Defendants (as defined in the OU1 Consent Decree), individually, at the time the NAUL would be established. Similarly, NAULs would also be available for each Industri-Plex Site Custodial Trust (“the Custodial Trust”) OU1 property at the Site, subject to the Custodial Trust’s written consent;

WHEREAS, Monsanto and ICI submitted signed consents to the use of NAULs at OU1 properties in lieu of GERES, as described above;

WHEREAS, the Agencies issued a letter, dated November 1, 2016, approving the use of an NAUL at individual OU1 properties at the Site substantially in the form of the Site-specific model NAUL, where a GERE would otherwise be required pursuant to the Consent Decree, and subject to each of the Owner Defendants, individually, or the Custodial Trust, as applicable, written consent to the use of an NAUL at each’s individual property in lieu of a GERE, at the time such NAUL is established;

WHEREAS, the Agencies issues their respective written consents to the use of NAULs at OU1 properties in lieu of GERES, as described above; and

WHEREAS, Presidential Way Woburn, LLC desires to establish a NAUL at the Property in lieu of a GERE;

¹ Section XXXI. Modification of the Consent Decree at 77.

NOW THEREFORE, pursuant to Section XXXI of the Consent Decree, the undersigned hereby consents to the use of an NAUL in lieu of a GERE as the form of Institutional Controls at the Property.

PRESIDENTIAL WAY WOBURN, LLC,
a Delaware limited liability company

By: Piedmont Operating Partnership, LP,
a Delaware limited partnership, its sole member and
manager

By: Piedmont Office Realty Trust, Inc.,
a Maryland corporation, its sole General
Partner

By: 

Name: Thomas A. McKean

Title: Senior Vice President and Assoc.
General Counsel

Date: November 11, 2001

Attachment

Attachment A: Legal Description of the Property

ATTACHMENT A

**Legal Description of the Property
(Lot IC-34)**

A certain parcel of land located in the City of Woburn, in the County of Middlesex and the Commonwealth of Massachusetts, bounded and described as follows:

Beginning at a point on the northwesterly side of Metro North Drive at the easterly corner of Lot 2-A-1 and being the southerly corner of the parcel hereinafter described; thence

N 61°34'46" W	a distance of twelve and fifty-seven hundredths feet (12.57') to a point; thence
NORTHWESTERLY	and curving to the right along the arc of a curve having a radius of ninety-six and no hundredths feet (96.00'), a length of one hundred forty-six and sixty-nine hundredths feet (146.69') to a point; thence
N 25°58'16" E	a distance of eighty-eight and forty hundredths feet (88.40') to a point; thence
N 64°01'44" W	a distance of seventy-seven and twelve hundredths feet (77.12') to a point; thence
S 80° 58'16" W	a distance of two hundred eighty-eight and sixty-two hundredths feet (288.62') to a point; thence
N 12°53'03" W	a distance of forty-four and three hundredths feet (44.03'), the previous six (6) courses by Lot 2-A-1, to a point; thence
N 00°55'25" W	a distance of one hundred sixty-nine and seventy hundredths feet (169.70') to a point; thence
N 57°09'03" E	a distance of one hundred forty-six and fourteen hundredths feet (146.14') to the point; thence
N 57°06'04" E	a distance of one hundred sixty-eight and sixty-nine hundredths feet (168.69') to a point; thence
N 57°03'45" E	a distance of three hundred thirty and thirteen hundredths feet (330.13') to a point; thence

N 53°24'31" E	a distance of forty-two and forty-three hundredths feet (42.43'), the previous five (5) courses by land now or formerly of MetroNorth Corporate Center, LLC, to point; thence
S 18°32'24" E	a distance of seventy and twenty-two hundredths feet (70.22') to a point; thence
SOUTHEASTERLY	and curving to the right along the arc of a curve having a radius of five hundred seventy and no hundredths feet (570.00'), a length of ninety-four and eighty-three hundredths feet (94.83') to a point; thence
SOUTHWESTERLY	and curving to the right along the arc of a curve having a radius of five hundred thirty-six and no hundredths feet (536.00'), a length of three hundred fifty and fourteen hundredths feet (350.14') to a point; thence
S 28°25'14" W	a distance of three hundred six and eighty-nine hundredths feet (306.89') to a point; thence
S 73°25'14" W	a distance of thirty-one and eleven hundredths feet (31.11') to point; thence
S 28°25'14" W	a distance of fourteen and no hundredths feet (14.00'), the previous six (6) courses by the northwesterly sideline of Metro North Drive, to a point of beginning.

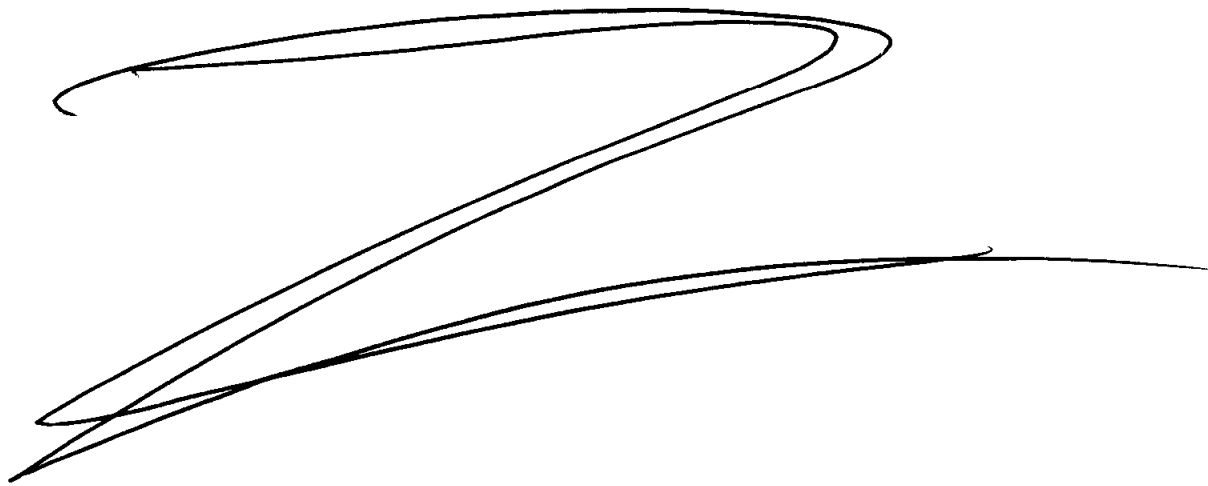
The above described parcel of land contains approximately an area of 257,324 square feet, or 5.907 acres, and is more particularly shown as Lot 2-A-2 on a plan entitled "Subdivision Plan of Land in Woburn, Massachusetts, prepared for National Development", dated October 21, 1999 by Vanasse Hangen Brustlin, Inc., recorded with the Middlesex South Registry of Deeds as Plan No. 510 of 2000.

Also shown as Lot IC-34 on a plan entitled "*Plan of Restricted Areas (Locus & Survey Control Network) prepared for: (now or formerly) Presidential Way Woburn, LLC, Lot IC-34, Woburn, Massachusetts*", prepared by Fieldstone Land Consultants, PLLC, dated March 23, 2020, as revised through revision A, dated June 10, 2021, and recorded in the Registry as Plan No. 875 of 2021.

For title reference see Deed from VV2/Lessor 225, Limited Partnership and VV2/Lessor 235, Limited Partnership to Presidential Way Woburn, LLC, and recorded in the Registry on September 15, 2011, in Book 57448, Page 458.

EXHIBIT H

IC DESIGN STATEMENT





UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

New England Region
Five Post Office Square -- Suite 100
Boston, Massachusetts 02109-3912

INSTITUTIONAL CONTROL DESIGN STATEMENT INDUSTRI-PLEX SUPERFUND SITE OPERABLE UNIT 1

1. Introduction

Pursuant to the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. § 9601, *et seq.*, ("CERCLA") and the National Contingency Plan, 40 CFR Part 300 (the "NCP"), this document contains a description of the basis for land use restrictions, the release event(s) or site history that resulted in the contaminated media that require institutional controls in the form of Activity and Use Limitations, and the uses and activities that are consistent and inconsistent with the Remedy (as described below).

Notices of Activity and Use Limitation ("NAULs") are necessary and appropriate at the Industri-plex Superfund Site located in Woburn, Massachusetts; Massachusetts Department of Environmental Protection ("MassDEP") Release Tracking Number 3-0001731 and United States Environmental Protection Agency ("EPA") ID # MAD076580950 (the "Site"). The Site is listed on EPA's National Priorities List because contaminants remain in place at levels higher than those appropriate for unlimited use or unrestricted exposure; groundwater underlying the Site contains contaminants at levels that present an unacceptable risk of exposure; and certain remedial measures existing or constructed at the Site must be protected and maintained to ensure that the Remedy remains protective.

EPA's Record of Decision ("ROD") for Operable Unit 1 ("OU1") of the Site, dated September 30, 1986, specified the need for Institutional Controls to ensure the long-term performance and protectiveness of the Remedy. Accordingly, the Institutional Controls described herein are necessary and appropriate to ensure that the Remedy remains protective of human health and the environment. The remedy for the Site as described in the ROD and in any ROD Amendments or Explanation of Significant Differences is referred to herein and in the Notice as the "Remedy."

2. Development of Institutional Controls for the Site

A. Development of Institutional Controls for the Site in the form of a GERE

The Institutional Controls were developed pursuant to a judicially approved consent decree in connection with the OU1 ROD, entered into in August 1989 among the United States of America, the Commonwealth of Massachusetts and various potentially responsible parties



involved with the Site (the "Consent Decree").¹ Pursuant to the Consent Decree, certain response actions were specified for OU1 and then current landowners and all subsequent landowners within OU1 were required to adopt and comply with certain Institutional Controls which would run with the land (as further defined in the Consent Decree). The Consent Decree specified that the paramount purpose of the Institutional Controls would be the preservation of the continued effectiveness of the Remedy in order to protect human health and the environment. In addition, the Consent Decree provides that, to the extent that it is feasible to do so consistent with this paramount purpose, EPA and MassDEP (collectively, the "Agencies") may permit designs of Institutional Controls that permit the greatest possible use and enjoyment of the Site or parts of the Site.

In 1992, EPA approved the 100% Remedial Design for the Remedy (prepared by Golder Associates). In 2008, the Master Cover Certification Report for the Remedy (soil, sediment and air response actions) was completed documenting construction completion of the Remedy (*i.e.*, for soil and sediments, various engineered and equivalent covers; and for air, a gas collection and treatment system) and its location on each property. In addition, Cover Certification Reports relevant to each OU1 property were prepared, distributed to each OU1 property owner, and published on www.epa.gov/superfund/industriplex ("EPA's Region 1 website"). Any further approved modifications to the Cover Certification Reports are documented in As-Built Record Drawings, which are also published on EPA's Region 1 website.

Subsequently, EPA, MassDEP and the Industri-plex Site Remedial Trust ("ISRT") developed instructions for inaugurating the Institutional Controls (the "Inauguration Plan") on each OU1 property; these were then approved by MassDEP and EPA.

The ISRT is one of two trust entities that were created pursuant to the Consent Decree, and it is involved with funding, supervising and coordinating OU1. The form of Institutional Controls contemplated in the Inauguration Plan is a Grant of Environmental Restriction and Easement ("GERE"). On August 23, 2002, the Agencies distributed a draft GERE to OU1 landowners for review and comment; and, after considering the comments that were submitted, the Agencies developed and approved the Model GERE, dated March 12, 2005, which is published on EPA Region 1's website.

Property-specific GEREs have been inaugurated for three of the OU1 properties.

B. Modification of Institutional Controls to Allow Use of NAULs

In June 2014, MassDEP promulgated revisions to the Massachusetts Contingency Plan, 310 CMR 40.0000 (the "MCP") which, *inter alia*, provide that land use controls required as part of a

¹ The Consent Decree was entered on August 24, 1989 by the United States District Court for the District of Massachusetts in the matter styled, *United States of America v. Stauffer Chemical Company, et al.*, Civil Action No. 89-0195MC and *Commonwealth of Massachusetts v. Stauffer Chemical Company, et al.*, Civil Action No. 89-0196-MC; and recorded at the Middlesex South Registry of Deeds in Book 19837, Page 476. A copy of the Consent Decree can be found at EPA's Region 1 website.

selected remedy at disposal sites deemed by MassDEP to be adequately regulated pursuant to 310 CMR40.0111, such as certain federal Superfund sites, may be implemented through an NAUL, in accordance with 310 CMR 40.1070(1)(c).

On October 21, 2016, following a prior request and review by the Agencies, ICI² and Monsanto³ submitted a proposal ("Monsanto and ICI NAUL Use Request and Consent Letter")⁴ for Owner Defendants⁵ and the Custodial Trust⁶ to have the option to establish an NAUL at the individual properties owned by Owner Defendants and the Custodial Trust throughout the Site, in lieu of establishing a GERE at each such property, based on a Site-specific model NAUL. ICI's and Monsanto's proposed Site-specific model NAUL included this Design Statement and its exhibits (the "Site-specific model NAUL") and their respective signed, written consents to the same, subject to the Agencies' approval

On November 1, 2016, the Agencies issued a joint approval letter ("EPA and DEP NAUL Use Approval and Consent Letter")⁷ approving the use of an NAUL at each individual OU1 property at the Site based upon the Site-specific model NAUL, where a GERE would otherwise be required pursuant to the Consent Decree. The Agencies' approval was issued subject to each Owner Defendant's or the Custodial Trust's written consent, respectively, for each individual OU1 property where an NAUL is established.

Once finalized from the Site-specific model NAUL, each Owner Defendant and Custodial Trust property-specific NAUL also requires the Agencies' written approval.

The Monsanto and ICI NAUL Use Request and Consent Letter, including the Site-specific model NAUL, and the EPA and DEP NAUL Use Approval and Consent Letter are also each published

² As defined in the Consent Decree, ICI means Stauffer Chemical Company, Stauffer Management Company, ICI American Holdings, Inc., and their successors and assigns.

³ As defined in the Consent Decree, Monsanto means Monsanto Company and its successors and assigns.

⁴ See Monsanto and ICI NAUL Use Request and Consent Letter, at Exhibit E to the NAUL.

⁵ As defined in the Consent Decree, the Owner Defendants mean each of the following and their successors and assigns: ATLANTIC AVENUE ASSOCIATES, INC.; BOSTON EDISON COMPANY; THE BOYD CORPORATION; STEPHEN DAGATA and ADELINE DAGATA; MARY E. FITZGERALD and JOHN J. MULKERIN, as TRUSTEES OF THE NODRAER REALTY TRUST; HIRO K. GANGLANI and SUNDER K. GANGLANI; MICHAEL A. HOWLAND, individually and as TRUSTEE OF ATLANTIC AVENUE TRUST; LIPTON INDUSTRIES, INC.; RONALD F. LISS; MASSACHUSETTS BAY TRANSPORTATION AUTHORITY; RICHARD G. MIZZONI, METROPHANE ZAYKA, JR., NICHOLAS ZAYKA, and PETER ZAYKA, as TRUSTEES OF THE AERO REALTY TRUST; PAUL X. O'NEILL and PHYLLIS O'NEILL, as TRUSTEES OF THE P.X. REALTY TRUST; PEBCO COMPANY; POSITIVE START REALTY, INC.; AUGUSTINE P. SHEEHY; PETER J. VOLPE; THE WELLES COMPANY; WINTER HILL STOREHOUSE, INC.; CITY OF WOBURN; and WOODCRAFT SUPPLY CORPORATION.

⁶ The Industri-plex Site Custodial Trust ("the Custodial Trust") was established pursuant to the Consent Decree to receive, hold, manage, and/or sell real property and other assets to be conveyed by the Mark-Phillip Trust and William F. D'Annolfo, and to arrange for payment of the proceeds or value realized from those assets as directed in the Consent Decree. As defined in the Consent Decree, Mark-Phillip Trust means WILLIAM A. D'ANNOLFO, FRANK P. D'ANNOLFO, SHIRLEY J. MARTINEK, JOHN A. DELROSSI, and SAMUEL SAITZ, individually and as present and former TRUSTEES of THE MARK-PHILLIP TRUST, and all successor trustees.

⁷ See EPA and DEP NAUL Use Consent Letter, at Exhibit F to the NAUL.

on EPA's Region 1 website.⁸

The option to implement NAULs at OU1 in lieu of GEREs represents a change to the Consent Decree that will not materially affect the Consent Decree. The change from GEREs to NAULs would, however, affect the following parties to the Consent Decree: EPA on behalf of the United States, MassDEP on behalf of the Commonwealth of Massachusetts, Monsanto, ICI and each Owner Defendant who elects to execute an NAUL for an applicable OU1 property in lieu of a GERE. In addition, the Custodial Trust, created pursuant to the Consent Decree but not a party to the Consent Decree, would also be affected with respect to each OU1 property it owns. The Consent Decree permits modifications to its terms and conditions that do not materially affect the Consent Decree, upon the written consent of all Parties affected by the modification.⁹

Any Owner Defendant or the Custodial Trust who agrees to use this Design Statement and associated NAUL for an applicable OU1 property in lieu of a GERE must execute and submit a written consent upon submission of the NAUL for approval by the Agencies, in the form attached as Exhibit G ("Owner NAUL Use Consent Letter") to the NAUL. The Monsanto and ICI NAUL Use Request and Consent Letter, the EPA and DEP NAUL Approval and Use Consent Letter and the applicable Owner NAUL Use Consent Letter shall be recorded with each NAUL.

The terms used in this Design Statement, including all exhibits, which are expressly identified as being defined in the Consent Decree, shall have the meanings set forth in the Consent Decree. All other terms used in this Design Statement, including all exhibits, shall have the meanings set forth in Exhibit A ("Definitions") of the NAUL; or if not defined therein, then as ascribed to them in the Consent Decree; in Section 101 of CERCLA; in the National Contingency Plan, 40 CFR Part 300; in Section 2 of Massachusetts General Laws Chapter 21E; and/or in the MCP, as applicable.

3. Site History/Background

The Site is a 245-acre industrial park located in Woburn, Massachusetts. Various manufacturing facilities operated on the Site from 1853 to 1968. From 1853 through 1931, OU1 of the Site was home to various chemical manufacturing operations that produced chemicals for the local textile, leather, and paper industries, the main products being sulfuric acid and related chemicals. Other chemicals produced at OU1 include arsenic insecticides and organic chemicals such as phenol, benzene, picric acid, toluene, and trinitrotoluene. Beginning in 1935, OU1 was used for the manufacturing of glue from animal hides, which continued until mid-1969, when operations ceased. The waste products resulting from 115 years of industrial activities were disposed of throughout a large portion of OU1. In addition, waste deposits from some areas within OU1 were excavated and relocated elsewhere within OU1 during re-development activities conducted between 1970 and 1979. These redevelopment activities caused significant releases of odors

⁸ www.epa.gov/superfund/industriolex

⁹ Section XXXI. Modification of the Consent Decree at 77.

(e.g. hydrogen sulfide) to the atmosphere within the community and surrounding cities/towns and disrupted public welfare leading to investigations and incorporation into the federal Superfund Program. Together, these activities resulted in the release of hazardous substances to soil (e.g. arsenic, lead, chromium, etc.,) and groundwater (arsenic, chromium, benzene, toluene, ammonia, naphthalene, etc.,) within much of OU1.

Extensive investigation of conditions within OU1 of the Site was performed between 1982 and 1990. Based on this investigative work, EPA selected the Remedy that is being implemented by the potentially responsible parties. The Remedy includes the following elements:

- A. Design and construction of permeable caps over approximately 105 acres of soils and sediments contaminated with lead, arsenic and chromium in excess of concentrations of 300 parts per million ("ppm"), 600 ppm, and 1000 ppm, respectively. The permeable caps consist of various designed covers containing 16 inches of clean fill and a geotextile fabric placed over the contaminated soils and sediments, and equivalent covers such as concrete foundations or bituminous parking lots (i.e., from existing buildings, structures and pavement). This element of the Remedy serves to prevent physical contact with the contaminated soils and sediments, including areas of OU1 containing concentrations of waste animal hides and hide residues, referred to as the West, East-Central and South Hide Piles;
- B. Design and construction of an impermeable cap over the approximately five acres of the East Hide Pile, including as part of a gas collection and treatment system. This element of the Remedy prevents the infiltration of water through the hide pile, and prevents the release of hydrogen sulfide gas into the atmosphere;
- C. Design and construction of an interim groundwater treatment system to treat a groundwater hot spot contaminated with toluene and benzene. This interim system was designed to reduce the concentration of the hot spot by eighty percent and to limit contamination migration off-site;¹⁰
- D. Implementation of a Groundwater and Surface Water Investigation Plan (GSIP) to evaluate the degree of groundwater and surface water contamination at the Site; and
- E. Design and implementation of Institutional Controls for OU1 which will restrict future land use.

The Remedy includes areas designated as "Class D Land" and "Class C Land" on the Plan of

¹⁰ The 2006 Record of Decision for Operable Unit 2 of the Site ("OU2") selected a permanent OU2 groundwater remedy that supersedes the interim groundwater remedy component of OU1. As a result of investigations performed pursuant to the OU2 groundwater remedy, additional land included in OU1 may in the future be designated as Class A Land, which is described below.

Restricted Areas. These areas are covered with an engineered cover or equivalent cover (consisting of ground-covering structures and/or features), both of which are intended to prevent exposure to contaminated soil. A portion of Class D Land also includes a gas collection and treatment system. Groundwater beneath these areas may also be contaminated with arsenic, chromium, lead, benzene, toluene, ammonia, naphthalene or other hazardous materials and/or substances exceeding applicable local, State and/or federal standards.

In other areas within OU1, designated as "Class B Land" on the Plan of Restricted Areas (defined below), soil is not known to contain hazardous substances within the top 0" - 36" interval at levels requiring remedial action to protect human health and/or the environment based upon limited data collected during the OU1 Remedial Design. Soil conditions at depths greater than 36 inches are unknown. However, given the proximity of such soils to Class C and/or Class D Land, they may contain hazardous substances at such levels in some isolated locations or 36" below the ground surface.

In those areas of OU1 designated as "Class A Land" on the Plan of Restricted Areas, soil does not contain hazardous substances exceeding action levels under CERCLA, but groundwater may contain hazardous substances at levels that present an unacceptable risk of exposure.

Institutional Controls are required for all properties within OU1 which contain areas classified as Class A, B, C and/or D Land. The Institutional Controls will notify landowners of activities and uses consistent and inconsistent with maintaining the Remedy for each class of land, and of obligations and conditions necessary to maintain the Remedy for each class of land. Attached at Exhibit C to the NAUL is a photo-reduced copy of the plan of the Site which shows information such as the Site boundaries and individual properties within the Site, including a lot identification number established for each property for purposes of Institutional Controls ("IC Lot Number"), and the various classes of land located within OU1. A similar but full-size copy of the plan will be recorded with each NAUL (along with property-specific plans showing additional detail) which identifies (by IC Lot Number) the parcel that is subject to the NAUL (collectively, these plans will be referred to as the "Plan of Restricted Areas"). Also, see attached to this Design Statement a drawing depicting the Restricted Areas for all the OU1 properties entitled "Plan of Restricted Areas, Industri-plex Superfund Site, Operable Unit 1 Properties, Woburn, Massachusetts." More detailed information about OU1 can be found in the OU1 ROD and in the Master Cover Certification Report for OU1, both of which are on file (along with many other Site reports and other documentation) at the Woburn Public Library, 45 Pleasant Street, Woburn, Massachusetts, and at the EPA Records Center, located at EPA Region 1, 5 Post Office Square, Boston, Massachusetts. The information is also available on EPA's Industri-Plex Superfund Site web site (www.epa.gov/superfund/industriplex).

4. Summary of Required Institutional Controls. In order to preserve the integrity of the Remedy so that it remains protective of human health and the environment in the long term, the following Institutional Controls are necessary.

- A. Uses And Activities Consistent With Maintaining The Remedy. Uses and activities consistent with maintaining the Remedy for Class D Land, Class C

Land, Class B Land and Class A Land, as such classes of land are specified below, are:

i. For Class D Land:

- a. excavation or other disturbance of the Engineered Cover for the limited purposes of landscaping and horticulture, using only herbaceous and small woody, shallow-rooted plants which will not penetrate or otherwise adversely affect the geotextile or geomembrane portion of the Engineered Cover; and installing, maintaining and repairing fences, irrigation systems and/or exterior lighting systems, if:
 - (1) such excavation or other disturbance, if within twelve (12) inches of the geotextile or geomembrane, is conducted solely by hand (*i.e.*, without the use of any power equipment or power tools);
 - (2) such excavation or other disturbance does not penetrate the geotextile or geomembrane portion of the Engineered Cover;
 - (3) such excavation or other disturbance, including any associated temporary on-site storage of excavate, is conducted in a timely manner;
 - (4) any disturbed portion of such Engineered Cover is restored to its original thickness or greater and to the same type of Cover, both as shown on the As Built Records and/or Cover Certification Report, immediately upon completion of the excavation or other disturbance; and
 - (5) no project involving work conducted under this provision exceeds sixty (60) days in duration;
- b. disturbance of the Cover for the purpose of performing Normal Maintenance, subject to the following conditions:
 - (1) such disturbance is capable of being conducted, and is be conducted, without exposing or coming into contact with the soil or groundwater underlying the Cover; and
 - (2) such disturbance does not result in a Permanent Cover Modification; and
- c. extraction and use of groundwater for the purposes of sampling monitoring wells, if such extracted groundwater is disposed of in accordance with applicable federal, State or local laws, regulations or ordinances.

ii. For Class C Land:

- a. excavation or other disturbance of the Engineered Cover for the limited purposes of landscaping and horticulture, using only herbaceous and small woody, shallow-rooted plants which will not penetrate or

otherwise adversely affect the geotextile or geomembrane portion of the Engineered Cover; and installing, maintaining and repairing fences, irrigation systems and/or exterior lighting systems if:

- (1) such excavation or other disturbance, if within twelve (12) inches of the geotextile or geomembrane, is conducted solely by hand (i.e., without the use of any power equipment or power tools);
 - (2) such excavation or other disturbance does not penetrate the geotextile or geomembrane portion of the Engineered Cover;
 - (3) such excavation or other disturbance, including any associated temporary on-site storage of excavate, is conducted in a timely manner;
 - (4) any disturbed portion of such Engineered Cover is restored to its original thickness or greater and to the same type of Cover, both as shown on the As Built Records and/or Cover Certification Report, immediately upon completion of the excavation or other disturbance; and
 - (5) no project involving work conducted under this provision exceeds sixty (60) days in duration;
- b. disturbance of the Cover for the purpose of performing Normal Maintenance, subject to the following conditions:
- (1) such disturbance is capable of being conducted, and is conducted, without exposing or coming into contact with the soil or groundwater underlying the Cover; and
 - (2) such disturbance does not result in a Permanent Cover Modification; and
- c. extraction and use of groundwater for the purposes of sampling monitoring wells, if such extracted groundwater is disposed of in accordance with applicable federal, State or local laws, regulations or ordinances.

iii. For Class B Land:

- a. excavation and backfilling outside the boundaries of Clean Corridors, including the removal of debris and accumulated soil and sediment from drainage areas and structures (e.g., culverts, channels, basins) if:
- (1) the total volume of material excavated anywhere within the Property does not exceed ten (10) cubic yards;
 - (2) the depth of the excavation does not exceed three (3) feet;
 - (3) such excavation shall only be permitted provided that no soil is disposed of, or is required to be disposed of, off of the Property; and

(4) such excavation, including any associated temporary on-site storage of excavate, is conducted in a timely manner; not to exceed sixty (60) days in duration;

b. excavation and backfilling within the boundaries of Clean Corridors if:

(1) such excavation is only within the bounds of the geotextile or other material bounding the Clean Corridors, and does not penetrate such geotextile or other material nor otherwise disturb the soil or other material outside such bounds; and

(2) such excavation, if within twelve (12) inches of the geotextile, is conducted solely by hand (i.e., without the use of any power equipment or power tools); and

c. extraction and use of groundwater for the purposes of sampling monitoring wells, provided such extracted groundwater is disposed of in accordance with applicable federal, State or local laws, regulations or ordinances.

iv. For Class A Land:

a. extraction and use of groundwater for the purposes of sampling monitoring wells, if such extracted groundwater is disposed of in accordance with applicable federal, State or local laws, regulations or ordinances.

B. Uses And Activities Inconsistent With Maintaining The Remedy. Uses and activities inconsistent with maintaining the Remedy for Class D Land, Class C Land, Class B Land and Class A Land, as such classes of land are specified below, are:

i. For Class D Land:

a. excavating, drilling, or otherwise disturbing the Cover and/or the soil underlying the Cover, unless in strict compliance with the Work Protocols;¹¹

b. extracting, pumping, consuming, exposing, or otherwise using groundwater, unless in strict compliance with the Work Protocols;

c. planting vegetation which would impair the effectiveness of the Cover, including, without limitation, deep-rooted trees and other vegetation the roots of which would likely grow to breach or otherwise impair the geotextile or geomembrane portion of the Cover;

¹¹ Whenever the NAUL identifies an activity or use as inconsistent with maintaining the Remedy, unless conducted in strict compliance with the Work Protocols, or otherwise requires compliance with the Work Protocols in order to maintain the Remedy, the NAUL refers to the requirements set forth in the Work Protocols, attached as Exhibit I to the NAUL.

- d. commercial or industrial activity or use;;
- e. residential activity or use;
- f. daycare or school activity or use;
- g. agricultural activity or use; or
- h. any activity or use which would interfere with, or would be reasonably likely to interfere with, the implementation, effectiveness, integrity, operation or maintenance of the Remedy.

ii. For Class C Land:

- a. excavating, drilling, or otherwise disturbing the Cover and/or the soil underlying the Cover, unless in strict compliance with the Work Protocols;
- b. extracting, pumping, consuming, exposing or otherwise using groundwater, unless in strict compliance with the Work Protocols;
- c. planting vegetation which would impair the effectiveness of the Cover, including without limitation deep-rooted trees and other vegetation the roots of which would likely grow to breach or otherwise impair the geotextile or geomembrane portion of the Engineered Cover;
- d. residential activity or use;
- e. daycare or school activity or use;
- f. agricultural activity or use; or
- g. any activity or use which would interfere with, or would be reasonably likely to interfere with, the implementation, effectiveness, integrity, operation or maintenance of the Remedy.

iii. For Class B Land:

- a. excavating, drilling, or otherwise disturbing the soil or ground covering features, including building foundations, slabs and/or underlying soils, unless in strict compliance with the Work Protocols;
- b. extracting, pumping, consuming, exposing or otherwise using groundwater, unless in strict compliance with the Work Protocols;
- c. residential activity or use;
- d. daycare or school activity or use;
- e. agricultural activity or use; or
- f. any activity or use which would interfere with, or would be reasonably likely to interfere with, the implementation, effectiveness, integrity, operation or maintenance of the Remedy.

iv. For Class A Land:

- a. extracting, pumping, consuming, exposing or otherwise using groundwater, unless in strict compliance with the Work Protocols;
 - b. residential activity or use;
 - c. daycare or school activity or use; or
 - d. any activity or use which would interfere with, or would be reasonably likely to interfere with, the implementation, effectiveness, integrity, operation or maintenance of the Remedy.
5. **Obligations and Conditions Necessary to Maintain the Selected Remedy.** The following obligations and/or conditions are necessary and shall be undertaken at each OUI property to maintain the Remedy and to avoid compromising the Permanent Solution that has been achieved for the Site.
- A. **Inspection, Inspection Report.** Owner must engage an Independent Professional or a Professional Engineer (P.E. Civil), who: (i) familiarizes himself with the Property and that portion of the Remedy situated on the Property and on any abutting properties, including the uses and activities inconsistent with maintaining the Remedy listed in this NAUL and any related construction plans and documentation (including, if the Property contains any Class C Land or Class D Land, the As Built Records and/or the Cover Certification Report); (ii) conducts periodic visual, non-intrusive inspections of the Restricted Areas to ensure that Owner is in compliance with these restrictions; and, (iii) if the Property contains any Class C Land or Class D Land, also conducts periodic visual, non-intrusive inspections of the Cover in order to monitor its condition and protectiveness to ensure that it is maintained in accordance with the As Built Records and/or the Cover Certification Report, as the case may be. Performance of this obligation includes the following:
- i. Conducting all such inspections at least once every calendar year during the three-month period beginning on March 1st and ending on May 31st, or with such greater frequency as the Independent Professional or Professional Engineer, MassDEP and EPA, or Owner may determine is warranted taking into consideration the particular uses and activities at the Property and, if applicable, the condition of the Cover; and, if the Property contains any Class C Land or Class D Land, within seven (7) days of receipt of written notice from MassDEP of the occurrence of a twenty-five (25) year, twenty-four (24) hour storm event; or, with the written approval of MassDEP and EPA, with such lesser frequency as MassDEP and EPA, in its sole discretion, may determine is warranted taking into consideration the particular uses and activities at the Property.
 - ii. No later than fourteen (14) days after conducting each such inspection, Owner must submit to MassDEP and EPA, respectively, with a copy to

Settlers,¹² a written inspection report, prepared by the Independent Professional or Professional Engineer who performed the inspection, summarizing the results of the inspection and stating:

- a. whether any uses or activities inconsistent with maintaining the Remedy have occurred or are occurring on the Property;
 - b. if applicable, whether the Cover is in good condition and repair;
 - c. including any supporting information upon which such determinations are based, as applicable; and
 - d. including with each such inspection report a written statement, signed by Owner, stating that (a) Owner has personally reviewed the inspection report and that (b) the inspection report is true, accurate and complete; if Owner is a corporate entity, a duly authorized officer of the corporation signing the inspection report on behalf of Owner.
- iii. Performance and preparation of all inspections and reports required for Class C Land and Class D Land pursuant to this subparagraph 5.A., respectively, in accordance with the Cover Inspection Plan, set forth in Exhibit J ("Cover Inspection Plan") to the attached NAUL.
- B. Normal Maintenance. The provisions of this subparagraph 5.B. shall only apply if the Property contains Class C Land or Class D Land. Owner must perform Normal Maintenance of Class C Land and Class D Land, in a timely fashion as required to maintain the integrity and effectiveness of that portion of the Remedy situated on the Property, and no later than ninety (90) days from the time when Owner first knows or reasonably should have known of the condition requiring the performance of such Normal Maintenance. In determining whether Normal Maintenance is needed, and in the performance of Normal Maintenance, Owner must consider not only information that a landowner would ordinarily possess, but also information contained in the Cover Certification Report and obtained during the inspections performed at the Property pursuant to subparagraph 5.A. ("Inspection, Inspection Report").
- i. Provided, however, that in the event that Owner believes that such Normal Maintenance is needed as the result of a Defect in the Remedy, then in lieu of performing such Normal Maintenance within the required time period set forth above, Owner may instead, within the same time period, submit a written request to EPA for a determination under the Consent Decree of whether such Normal Maintenance is needed as the result of a Defect in the Remedy. Owner shall provide a copy of such submittal to MassDEP and Settlers. Owner's submittal shall include a written statement by an

¹² The term "Settlers" is identified in the Consent Decree and in Exhibit A to the NAUL. The NAUL establishes a procedure for providing the notice of such submissions to the appropriate parties.

Independent Professional asserting that, in his or her professional opinion, the need for such Normal Maintenance is due to a Defect in the Remedy, and explaining the basis for such opinion. This statement must be signed by the Independent Professional, and must be accompanied by his or her supporting analysis, and other documentation as appropriate. The time period for this submittal may only be extended with the prior, written approval of MassDEP and EPA.

- ii. If EPA determines, pursuant to the Consent Decree, that such Normal Maintenance is needed as the result of a Defect in the Remedy, then Owner's obligations to fund and perform such Normal Maintenance would be determined (along with those of other parties bound under Section IV.A of the Consent Decree) pursuant to and in accordance with the terms and provisions of the Consent Decree and its appendices, including without limitation Sections VII.A, VII.B, VII.C(8) and X.D of the Consent Decree and Section F.3.e of Appendix I (Remedial Design/Action Plan) of the Consent Decree. Otherwise, Owner would fund and perform such Normal Maintenance in accordance with the terms and provisions of the NAUL.
 - iii. Nothing herein is intended to impair or otherwise affect whatever rights Owner may possess pursuant to the Consent Decree, if any, to pursue and obtain recovery from any other person or entity for costs associated with Normal Maintenance.
- C. Operation and Maintenance Plan. The provisions of this subparagraph 5.C. shall only apply if the Property contains Class C Land or Class D Land. Owner may be obligated to fund and implement the activities required by the Operation and Maintenance Plan at the Property, in accordance with the terms and provisions of the Consent Decree, including without limitation its appendices, and any obligations under this NAUL would not limit or modify any additional obligations to perform such activities on the Property or elsewhere within the Site under the Consent Decree, including without limitation its appendices.
- D. Remedy Failure: Preliminary Action, Notification and Repair. The provisions of this subparagraph 5.D shall only apply if the Property contains Class C Land or Class D Land.
- i. In the event of any Remedy Failure, Owner must immediately implement such preliminary action as is reasonably necessary to prevent potential human exposure to, and/or releases of, soil and/or groundwater due to the Remedy Failure.
 - ii. Unless the work necessary to repair the Remedy Failure falls within the definition of Normal Maintenance, Owner must notify MassDEP, EPA, and Settlers of such Remedy Failure, orally no more than twenty-four (24) hours from the time Owner first knows or reasonably should have known of such Remedy Failure, and in writing no more than five (5) business days from the

time that Owner first knows or reasonably should have known of such Remedy Failure.

- iii. Owner must, within twenty-one (21) days of such written notification, prepare and submit to MassDEP and EPA, respectively, with a copy to Settlers, a work plan for the repair of the Remedy Failure, in accordance with the Work Protocols. After submittal of such work plan and any review and approval required pursuant to the Work Protocols, Owner must promptly conduct the repair in accordance with such work plan and otherwise comply with all applicable requirements of the Work Protocols.
 - iv. Provided, however, that in the event that Owner believes that such Remedy Failure is the result of a Defect in the Remedy, then in lieu of submitting such work plan within twenty-one (21) days of the date when such written notification is due, Owner may instead, within the same time period, submit a written request to EPA for a determination under the Consent Decree of whether such Remedy Failure is the result of a Defect in the Remedy. Owner must provide a copy of such submittal to MassDEP and Settlers. Owner's submittal must include a written statement by an Independent Professional asserting that, in his or her professional opinion, the Remedy Failure is the result of a Defect in the Remedy, and explaining the basis for such opinion. This statement must be signed by the Independent Professional, and must be accompanied by his or her supporting analysis, and other documentation as appropriate. The time period for this submittal may only be extended with the prior, written approval of MassDEP and EPA.
 - v. If EPA determines, pursuant to the Consent Decree, that such Remedy Failure is the result of a Defect in the Remedy, then Owner's obligations to fund and perform response actions to cure the Remedy Failure, beyond those response actions taken pursuant to subparagraph 5.D.i., above, would be determined (along with those of other parties bound under Section IV.A of the Consent Decree) pursuant to and in accordance with the terms and provisions of the Consent Decree and its appendices, including without limitation Sections VII.A, VII.B, VII.C(8) and X.D of the Consent Decree and Section F.3.e of Appendix I ("Remedial Design/Action Plan") to the Consent Decree. Otherwise, Owner must fund and perform response actions to cure such Remedy Failure in accordance with this NAUL.
 - vi. Nothing herein would impair or otherwise affect whatever rights Owner may possess pursuant to the Consent Decree, if any, to pursue and obtain recovery from any other person or entity for costs incurred to cure a Remedy Failure.
- E. Notification of Other Violations. Owner must timely notify MassDEP and EPA of any violation of this NAUL of which Owner becomes aware, except to the extent otherwise required or waived in subparagraph 5.D, above.

F. Permit and Approval Related Notifications.

- i. Owner, at the time that it submits any application to obtain a permit or approval from any governmental or other authority for any use or activity within the Restricted Areas, must provide that authority with a copy of this NAUL and with written notification of the nature and extent of the restrictions on uses and activities established herein.
- ii. Owner, at the time that it submits any building permit application for construction within the Restricted Areas to the City of Woburn, must submit to MassDEP and EPA a copy of its building permit application, and, upon receipt, a copy of any certificate of use and occupancy or other final permit or approval issued in connection with its building permit application.

6. All Other Institutional and Land Use Controls.

- A. Emergency Excavation. Excavation in case of emergencies such as utility line repair or responding to fire or flood is permitted in accordance with a standard provision as set forth in paragraph 6 ("Emergency Excavation") of the NAUL attached to this Design Statement.

7. Implementation of Notices. For the reasons described above and in relevant EPA decision documents, Notice(s) of Activity and Use Limitation should be implemented and recorded at the Site pursuant to CERCLA, the NCP, and regulations set forth in the Massachusetts Contingency Plan at 310 Code of Massachusetts Regulations Sections 40.0111(8), 40.1070(4), and (as applicable) 40.1074.

Date: 11-16-16



Bryan Olson, Director
Office of Site Remediation and Restoration
Environmental Protection Agency, Region I

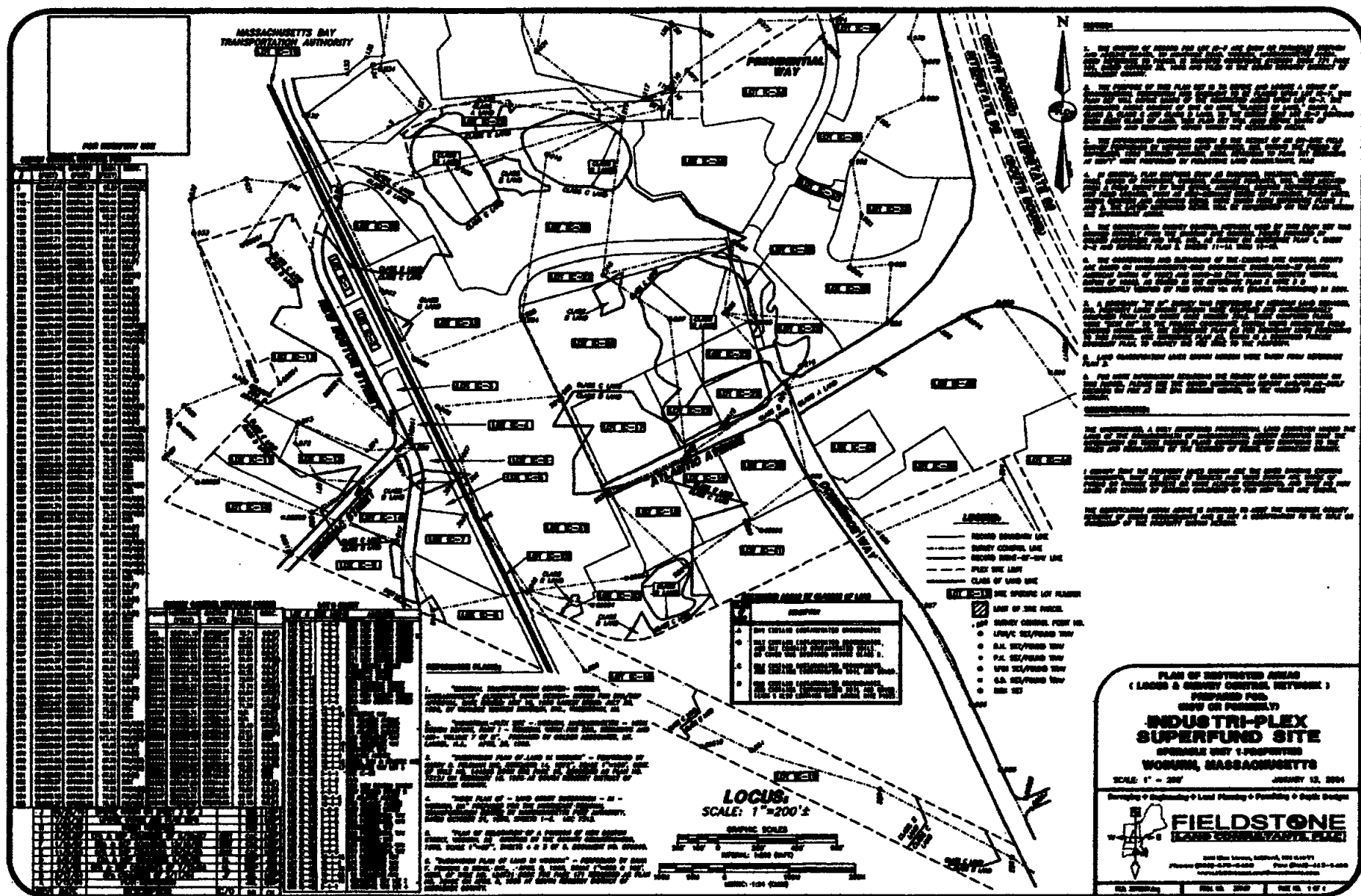


EXHIBIT I

WORK PROTOCOLS

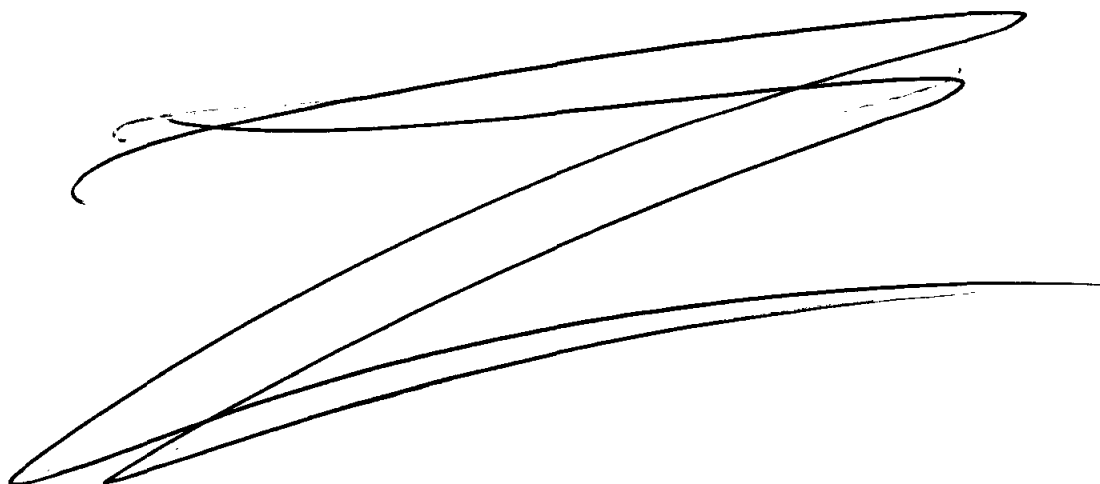


EXHIBIT I

Work Protocols

SECTION I. GENERAL

1. **Title.** This exhibit, which will be referred to as the “Work Protocols,” is an attachment to an instrument entitled “Notice of Activity and Use Limitation” (hereinafter, the “Institutional Controls” or “NAUL”), dated November 11, 2021 and recorded and/or registered herewith, in the Middlesex South Registry of Deeds/Land Registration Office.

2. **Definitions.** Unless otherwise defined herein, the terms used in the Work Protocols will have the meanings set forth in Exhibit A (“Definitions”) of the NAUL.

3. **Applicability.** Whenever the NAUL identifies an activity or use as inconsistent with maintaining the Remedy for a particular class of land, as specified in Paragraph 4 of the NAUL, unless conducted in strict compliance with the Work Protocols (hereinafter, an “Inconsistent Activity or Use”), or otherwise requires compliance with the Work Protocols, Owner must comply with the terms and provisions of this exhibit, including without limitation Paragraphs 4 through 15, inclusive, in order to maintain the Remedy and to avoid compromising the Permanent Solution that has been achieved for the Site.

4. **Submissions.** All submissions made pursuant to the Work Protocols must be made in accordance with the requirements of Paragraph 8 (“Notices; Change of Address”) of the NAUL.

5. **General Requirement.**

A. The Work Protocols require Owner:

i. to prepare and submit a work plan in connection with the proposed Inconsistent Activity or Use; and in order to comply with certain obligations to cure a Remedy Failure;

ii. to obtain certain approvals where specified;

iii. to prepare and submit a completion report when the work described in the work plan is finished;

iv. if the proposed Inconsistent Activity or Use would result in a permanent change to the Institutional Controls, to modify the Institutional Controls by preparing and submitting revised As Built Records and/or an

amendment to the NAUL, and related documentation, for review and approval;

v. to engage an Independent Professional or, where permitted, a Qualified Professional to perform certain of these requirements; and

vi. in some instances, to retain other professionals, such as a registered land surveyor, to prepare certain submittals.

B. More particularly:

i. Owner must prepare and submit in writing to MassDEP and EPA, with a copy to Coordinator for Settling Parties:

- a. a work plan, prior to conducting the proposed Inconsistent Activity or Use at the Property, or when required as part of an obligation to repair a Remedy Failure;
- b. a revised work plan, if certain contingencies arise; and
- c. a completion report after completing the work; and
- d. under certain circumstances, if specified, proposed revised As Built Records and/or a proposed amendment to the Institutional Controls, in accordance with Paragraph 7 ("Proposed Changes in Activities and Uses; Amendments") of the NAUL.

ii. Owner must prepare all submittals, obtain any necessary approvals, provide any necessary notifications, and record and/or register any approved amendment, all in accordance with the requirements set forth in Section II, below, according to the class of land where the work is to be performed, and Paragraph 7 ("Proposed Changes in Activities and Uses; Amendments"), if a NAUL amendment is required. Owner must engage an Independent Professional or, where permitted, a Qualified Professional to perform certain requirements, as specified in Section II, below. In the event that the Inconsistent Activity or Use will be performed on multiple classes of land, then the requirements for the most restrictive class of land would apply, except for those technical requirements which are specific to each separate class of land. For purposes of the preceding requirement, Class D Land is the most restrictive and Class A Land is the least restrictive.

iii. Owner must perform all work in accordance with the work plan and/or revised work plan, as submitted or, if applicable, as approved.

Once Owner has begun work pursuant to an approved work plan, the terms and conditions of the work plan, as approved, and all related requirements of the Work Protocols will be enforceable by MassDEP, in the same manner as an obligation or condition as set forth in Paragraph 5 (“Obligations and Conditions Necessary to Maintain the Remedy”) in the NAUL; and EPA may have additional enforcement authority pursuant to the Consent Decree.

iv. Owner must satisfy all other applicable requirements of the Work Protocols.

6. Financial Assurance Requirement. If the estimated total cost of performing a proposed work plan, as approved, exceeds twenty-five thousand dollars (\$25,000), then Owner must provide written financial assurance of Owner’s ability to perform such work plan, in a form approved by MassDEP and EPA, such as a surety bond guaranteeing payment, a surety bond guaranteeing performance, an irrevocable standby letter of credit, or such other financial mechanism as may be accepted by MassDEP and EPA. MassDEP and EPA reserve the right to require Owner to establish a standby trust in connection with Owner’s written financial assurance. The financial assurance must provide that, upon MassDEP’s or EPA’s determination that Owner has failed in whole or in part to comply with the terms of the work plan or the NAUL, MassDEP or EPA (as MassDEP and EPA may agree) will have the right to promptly obtain, without the consent of Owner, exclusive direction and control over the transfer, use and disbursement of the secured funds or performance benefits to complete the actions, in whole or in part, required by the work plan or the NAUL.

7. Establishment of Standard Work Plans.

A. Owner may submit to MassDEP and EPA, with a copy to Coordinator for the Settling Parties, a written request to approve a standard work plan for a routine, recurring Inconsistent Activity or Use, each occurrence of which would not require an amendment to the NAUL, in lieu of submitting a work plan for each occurrence of such Inconsistent Activity or Use.

B. Each proposed standard work plan must be submitted in writing, must be prepared or reviewed by an Independent Professional, and must include his or her opinion that the particular standard work plan complies with the applicable requirements of Paragraph 13 (“Health and Safety Plan”), Paragraph 14 (“Materials Management and Sampling Protocol”) and Paragraph 15 (“Cover and Clean Corridors Protocol”) of this exhibit, and any applicable requirements of the NAUL.

C. Any approval of a standard work plan by MassDEP and EPA will only be valid if in writing, and may be made upon such terms and conditions as MassDEP and EPA deem appropriate. Any such terms and conditions will be deemed a part of that particular approved standard work plan. MassDEP’s and

EPA's approval of a particular standard work plan will remain in effect until the approval either expires by its terms or is withdrawn by MassDEP or EPA in writing.

D. An Inconsistent Activity or Use conducted pursuant to an approved standard work plan would not otherwise be subject to the Work Protocols, in order to maintain the Remedy and avoid compromising the Permanent Solution that has been achieved at the Site, provided that Owner satisfies all of the following requirements.

i. Advance Written Notice. Owner provides MassDEP and EPA, respectively, with a copy to the Coordinator for the Settling Parties, fourteen (14) days' advance written notice of the start date of the work to be performed pursuant to a standard work plan. The notice must identify:

- a. the location of the Inconsistent Activity or Use to be performed,
- b. the applicable approved standard work plan,
- c. the entity which will perform the Inconsistent Activity or Use, and
- d. if required by the approved standard work plan, the name and license number of the Independent Professional or, where permitted, the Qualified Professional whom Owner has engaged to oversee the Inconsistent Activity or Use;

ii. Terms and Conditions. Owner complies with the terms and conditions of the applicable approved standard work plan; and

iii. Completion Report. Owner prepares and submits a completion report in accordance with the requirements of Section III ("Completion Report Requirements"), below.

SECTION II. WORK PLAN REQUIREMENTS

8. Work Plan Requirements for Class C Land and Class D Land. For any Inconsistent Activity or Use, and/or when required to repair a Remedy Failure, to be performed in whole or in part within Class C Land and/or Class D Land, the following requirements must be satisfied. If approval for a work plan is not expressly required, then a work plan would be presumptively approved after the requisite time period has expired, barring notice from MassDEP or EPA.

A. Activity or Use above Contaminated Media. If the Inconsistent Activity or Use would disturb the Cover, but not fully penetrate through to the Contaminated Soil or Contaminated Groundwater below, then:

i. a Qualified Professional must prepare or review the work plan, unless the Inconsistent Activity or Use would result in a Permanent Cover Modification, in which case an Independent Professional must prepare and/or review the work plan;

ii. the work plan must be submitted no less than thirty (30) days prior to the initiation of the Inconsistent Activity or Use;

iii. the work plan must include the following items:

a. a description of the proposed Inconsistent Activity or Use as it pertains to the Remedy, including without limitation any disturbance of the Cover;

b. a schedule for the performance of the Inconsistent Activity or Use, including without limitation a schedule of times and duration for any open excavation;

c. a map and, if necessary, a surveyed plan showing the location of the proposed Inconsistent Activity or Use, which MassDEP or EPA may also require at either's respective sole discretion;

d. the names, addresses and telephone numbers of Owner's primary contacts for the proposed Inconsistent Activity or Use, including without limitation Owner, its lessees or other parties responsible for submitting the work plan, its or their contractors and consultants, and the Qualified Professional or, if applicable, the Independent Professional, engaged to prepare or review the work plan;

iv. the work plan must satisfy the applicable requirements of Paragraph 15 ("Cover and Clean Corridors Protocol") of this exhibit; and

v. the Qualified Professional or the Independent Professional, as the case may be, must provide a written opinion that the work plan complies with the applicable requirements of Paragraph 15 ("Cover and Clean Corridors Protocol") of this exhibit, and any applicable requirements of the NAUL.

B. Accidental Exposure of Contaminated Media. In the event that Owner or any other party performing an Inconsistent Activity or Use pursuant to subparagraph 8.A. of this exhibit, above, fully penetrates the Cover through to the Contaminated Soil or Contaminated Groundwater below, then Owner or such other party must:

i. immediately cease work in the area where the Cover penetration occurred until a revised work plan is approved, as set forth below, and secure the area in order to prevent the release of, or exposure to, such material, or any run-on or run-off, and otherwise comply with the requirements of section ii. ("Temporary On-Site Storage") of subparagraph 14.A. ("Management of Soils and Sediments") and section ii. ("Temporary On-Site Storage") of subparagraph 14.B. ("Management of Groundwater and Water from Dewatering");

ii. immediately orally notify MassDEP and EPA of such event, and no later than seven (7) days after the date of such event submit written notification thereof to MassDEP and EPA, respectively, with a copy to the Coordinator for the Settling Parties;

iii. submit a revised work plan in accordance with the requirements of subparagraph 8.C. ("Activity or Use within Contaminated Media"), except that it must be submitted no later than thirty (30) days after the date of such event rather than sixty (60) days prior to initiation of the Inconsistent Activity or Use; and

iv. promptly perform the approved work plan.

C. Activity or Use within Contaminated Media. If the Inconsistent Activity or Use would fully penetrate the Cover through to the Contaminated Soil or Contaminated Groundwater below, or otherwise disturb Contaminated Soil or Contaminated Groundwater, then:

i. an Independent Professional must prepare or review the work plan;

ii. Owner must obtain MassDEP's and EPA's written approval of the work plan before commencing the proposed Inconsistent Activity or Use;

iii. the work plan must be submitted no less than sixty (60) days prior to initiation of the Inconsistent Activity or Use;

iv. the work plan must include the following items:

a. a description of the proposed Inconsistent Activity or Use as it pertains to the Remedy, including without limitation any disturbance of the Cover;

b. a schedule for the performance of the Inconsistent Activity or Use, including without limitation a schedule of times and duration for any open excavation;

c. a map and, if necessary, a surveyed plan showing the location of the proposed Inconsistent Activity or Use, which MassDEP or EPA may also require at either's respective sole discretion;

d. the names, addresses and telephone numbers of Owner's primary contacts for the proposed Inconsistent Activity or Use, including without limitation Owner, its lessees or other parties responsible for submitting the work plan, its or their contractors and consultants, and the Independent Professional engaged to prepare or review the work plan;

e. a Health and Safety Plan, prepared in accordance with the requirements of Paragraph 13 ("Health and Safety Plan") of this appendix;

f. estimates of the volume of soils, sediments, surface water, and/or groundwater that would be excavated, stored, contained and/or disposed of;

g. an estimate of the total cost of performing the proposed work plan, including all construction (e.g., labor and materials) and related transactional costs (including, but not limited to, planning, engineering design, inspection, and documentation costs); and

h. a financial assurance, if required by Paragraph 6 ("Financial Assurance Requirement") of this exhibit, as provided therein;

v. the work plan must satisfy the following requirements:

a. the requirements of Paragraph 14 ("Materials Management and Sampling Protocol") of this exhibit; and

b. the requirements of Paragraph 15 ("Cover and Clean Corridors Protocol") of this exhibit; and

vi. the Independent Professional must provide a written opinion that the work plan complies with the requirements of Paragraph 13 ("Health and Safety Plan"), Paragraph 14 ("Materials Management and Sampling Protocol") and

Paragraph 15 ("Cover and Clean Corridors Protocol") of this exhibit, and any applicable requirements of the NAUL.

9. Work Plan Requirements for Class A Land and Class B Land. For any Inconsistent Activity or Use to be performed in whole or in part within Class A Land and/or Class B Land:

- A. an Independent Professional must prepare or review the work plan;
- B. the work plan must be submitted no less than thirty (30) days prior to initiation of the Inconsistent Activity or Use;
- C. the work plan must include the following items:
 - i. a description of the proposed Inconsistent Activity or Use;
 - ii. a schedule for the performance of the Inconsistent Activity or Use;
 - iii. a map and/or, upon the request of MassDEP or EPA, a surveyed plan showing the location of the proposed Inconsistent Activity or Use;
 - iv. the names, addresses and telephone numbers of Owner's primary contacts for the proposed Inconsistent Activity or Use, including without limitation Owner, its lessees or other parties responsible for submitting the work plan, its or their contractors and consultants, and the Independent Professional engaged to prepare or review the work plan; and
 - v. a Health and Safety Plan, prepared in accordance with the requirements of Paragraph 13 ("Health and Safety Plan") of this exhibit, unless the Inconsistent Activity or Use is to be performed wholly within Class A Land, in which case if it can be demonstrated to the satisfaction of the MassDEP and EPA that Contaminated Groundwater is not present in or near the area of all proposed intrusive work, then such a health and safety plan would not be required;
- D. the work plan must satisfy the following requirements:
 - i. the applicable requirements of Paragraph 14 ("Materials Management and Sampling Protocol") of this exhibit; and
 - ii. a financial assurance, if required by Paragraph 6 ("Financial Assurance Requirement") of this exhibit, as provided therein;
- E. the Independent Professional must provide a written opinion that the work plan complies with the requirements of Paragraph 13 ("Health and Safety Plan"), the applicable requirements of Paragraph 14 ("Materials Management and Sampling Protocol"), and any applicable requirements of the NAUL; and

F. in the event that Owner or any other party performing an Inconsistent Activity or Use pursuant to subparagraphs 9.A. through 9.E. of this exhibit, above, discovers Contaminated Soil during the performance of such Inconsistent Activity or Use, then Owner or such other party must:

i. if the work plan was prepared for an Inconsistent Activity or Use solely within Class A Land, immediately cease work in the area where the Contaminated Soil was discovered, until a revised work plan is approved, as set forth below, and secure the area in order to prevent the release of, or exposure to, such material, or any run-on or run-off, and otherwise comply with the requirements of section ii. ("Temporary On-Site Storage") of subparagraph 14.A. ("Management of Soils and Sediments");

ii. immediately orally notify MassDEP and EPA of such discovery, and no later than seven (7) days after the date of such event submit written notification thereof to MassDEP and EPA, with a copy to the Coordinator for the Settling Parties

iii. submit a revised work plan in accordance with the requirements of subparagraph 8.C ("Activity or Use within Contaminated Media"), as applicable, no later than thirty (30) days after the date of such discovery, containing a proposal either:

a. to reclassify the land to Class C Land or Class D Land, requiring a new Cover over the Contaminated Soil, in which case the revised work plan must demonstrate that the applicable requirements of Paragraph 15 ("Cover and Clean Corridors Protocol") of this exhibit are satisfied; or

b. to excavate and dispose of the Contaminated Soil, in which case the revised work plan must demonstrate that the applicable requirements of Paragraph 14 ("Materials Management and Sampling Protocol") of this exhibit are satisfied;

iv. promptly submit, along with the revised work plan, the written opinion of an Independent Professional that the revised work plan complies with the requirements of subparagraph 9.F.iii., above, and any applicable requirements of the NAUL;

v. obtain MassDEP's and EPA's written approval of the revised work plan prior to the commencement of the Inconsistent Activity or Use set forth in the revised work plan; and

vi. promptly perform the approved revised work plan.

SECTION III. COMPLETION REPORT REQUIREMENTS.

10. Completion Report Requirements for Class C Land and Class D Land. After completion of any Inconsistent Activity or Use conducted in whole or in part within Class C Land or Class D Land requiring submission of a work plan in order to maintain the Remedy and avoid compromising the Permanent Solution that has been achieved at the Site, including without limitation any Inconsistent Activity or Use conducted pursuant to Paragraph 7 ("Establishment of Standard Work Plans") of this exhibit, or Paragraph 5 ("Obligations and Conditions Necessary to Maintain the Remedy") of the NAUL:

A. If the Inconsistent Activity or Use disturbed the Cover without fully penetrating through to the Contaminated Soil or Contaminated Groundwater below, then:

- i. the completion report must be submitted in writing, no more than thirty (30) days following completion of all work pursuant to the work plan;
- ii. the completion report must be prepared or reviewed by a Qualified Professional, and must include his or her opinion that the Inconsistent Activity or Use has been performed in compliance with the work plan, as approved, including sufficient supporting information; and
- iii. if, as a result of the Inconsistent Activity or Use, a Permanent Cover Modification is implemented, then Owner must also:
 - a. obtain MassDEP's and EPA's written approval of the revised As Built Records, including fully and adequately addressing any comments or concerns that MassDEP or EPA may identify in connection with either's respective review prior to issuing such approval, and no later than thirty (30) days after MassDEP and EPA issue such approval, Owner must submit two (2) copies of the revised As Built Records, as approved, to MassDEP and to EPA for retention in the Document Repository; and
 - b. if such Permanent Cover Modification results in or requires, as MassDEP and EPA, in either's respective sole discretion, may determine, a change in the areal extent of the boundaries of any of the Restricted Areas, the Engineered Cover and/or the Equivalent Cover as shown on the Plan of Restricted Areas, then Owner must also comply with the requirements of Paragraph 7 ("Proposed Changes in Activities and Uses; Amendments") of the NAUL;

B. If the Inconsistent Activity or Use fully penetrated the Cover through to the Contaminated Soil or Contaminated Groundwater below, or resulted in a Permanent Cover Modification and/or new or replacement Cover, then:

- i. the completion report must be submitted in writing, no more than sixty (60) days following completion of all work pursuant to the work plan;
- ii. the completion report must demonstrate compliance with the work plan and Section IV ("Technical Requirements") of this exhibit, and must include without limitation sufficient supporting information such as sampling results, disposal information, if applicable, and any Independent Professional opinion(s) required by Section IV ("Technical Requirements") of this exhibit;
- iii. the completion report must be prepared or reviewed by an Independent Professional, and must include his or her opinion that the Inconsistent Activity or Use has been performed in compliance with the work plan, as approved; and
- iv. if, as a result of the Inconsistent Activity or Use, a Permanent Cover Modification and/or new Cover is implemented, then the completion report must also include an Independent Professional's opinion in accordance with subparagraph 15.C.vi. of this exhibit, and Owner must also:
 - a. obtain MassDEP's and EPA's written approval of the revised As Built Records, including fully and adequately addressing any comments or concerns that MassDEP or EPA may identify in connection with either's respective review prior to issuing such approval, and no later than thirty (30) days after MassDEP and EPA issue such approval, Owner must submit two (2) copies of the revised As Built Records, as approved, to MassDEP and to EPA for retention in the Document Repository; and
 - b. if such Permanent Cover Modification results in or requires, as MassDEP or EPA, in either's respective sole discretion, may determine, a change in the areal extent of the boundaries of any of the Restricted Areas, the Engineered Cover and/or the Equivalent Cover as shown on the Plan of Restricted Areas, then Owner must also comply with the requirements of Paragraph 5 ("Proposed Changes in Activities and Uses; Amendments") to the NAUL.

11. Completion Report Requirements for Class A Land and Class B Land.

A. Except as provided in subparagraph 11.B., of this exhibit, after completion of any restricted Inconsistent Activity or Use conducted in whole or in part within Class A Land or Class B Land, including without limitation any Inconsistent Activity or Use conducted pursuant to Paragraph 7 ("Establishment of Standard Work Plans") of this exhibit:

- i. the completion report must be submitted in writing no more than thirty (30) days following completion of all work pursuant to the work plan;

ii. the completion report must demonstrate compliance with the work plan and Section IV ("Technical Requirements") of this exhibit, and must include without limitation sufficient supporting information such as sampling results, disposal information, if applicable, and any other Independent Professional opinion(s) required by Section IV ("Technical Requirements") of this exhibit;

iii. the completion report must be prepared or reviewed by an Independent Professional, and must include his or her opinion that the Inconsistent Activity or Use has been performed in compliance with the work plan, as approved; and

iv. if, as a result of the Inconsistent Activity or Use, an existing Clean Corridor is permanently modified or a new Clean Corridor is established, then Owner must also:

a. obtain MassDEP's and EPA's written approval of the revised As Built Records, including fully and adequately addressing any comments or concerns that MassDEP or EPA may identify in connection with either's respective review prior to issuing such approval, and no later than thirty (30) days after MassDEP and EPA issue such approval, Owner must submit two (2) copies of the revised As Built Records, as approved, to MassDEP and to EPA for retention in the Document Repository; and

b. if such permanent modification to an existing Clean Corridor results in or requires, as MassDEP or EPA, in either's respective sole discretion, may determine, a change in the areal extent of the boundaries of the Clean Corridor as shown on the Plan of Restricted Areas, and/or if Owner establishes any new Clean Corridors, then Owner must also comply with the requirements of Paragraph 7 ("Proposed Changes in Activities and Uses; Amendments") of the NAUL.

B. If, during the performance of any Inconsistent Activity or Use pursuant to Paragraph 9 of this exhibit, Owner elects to reclassify a portion of land to Class C Land or Class D Land and constructs new Cover over the Contaminated Soil pursuant to subparagraph 9.F. of this exhibit, then, for any Inconsistent Activity or Use conducted in that area of the Property, in lieu of complying with the requirements of subparagraph 11.A. of this exhibit, Owner must comply with the completion report requirements for Class C Land and Class D Land applicable to new Cover, set forth in subparagraph 10.B. of this exhibit.

SECTION IV. TECHNICAL REQUIREMENTS

12. Reference Information. Technical documents at the Document Repository and other documents or information pertaining to the Site may be reviewed as reference material for satisfying the requirements of this Section IV ("Technical Requirements"). For Class C Land and Class D Land, original As Built Records and/or other plans are contained in the Cover Certification Report.

13. Health and Safety Plan. The Health and Safety Plan (the "HSP") must be prepared in accordance with the requirements in 29 CFR §1910.120, as amended, and/or any and all similar and relevant laws, rules, or regulations then existing. The HSP must be approved by a Certified Industrial Hygienist ("CIH"). The plan must include, but not be limited to, the following items:

A. Contaminant Information. Information on the nature, extent and concentrations of Contaminated Soil, Contaminated Groundwater and other Hazardous Substances, if any, which are anticipated to be present in the media that would be impacted by the Inconsistent Activity or Use proposed in the work plan;

B. Description of Tasks. A description of tasks which may involve exposure to Contaminated Soil, Contaminated Groundwater and other Hazardous Substances;

C. Safety Precautions. A description of anticipated actions to protect the health, safety, and welfare of workers and the general public during the performance of the Inconsistent Activity or Use proposed in the work plan. Actions may include, but would not necessarily be limited to, air monitoring, dust control, odor control, and erosion and sedimentation control measures. Such measures must be employed when the Independent Professional and/or the Safety Officer designated in the HSP determines through site-specific research, visual or olfactory observations and/or monitoring that they are necessary. Intrusive activities into groundwater in any class of land may cause exposure to volatile organic compounds and/or elevated metal levels (particularly arsenic). Monitoring of volatile organic compounds and appropriate direct contact protection measures must be conducted for such activities. For intrusive activities performed in Class B Land, Class C Land, and Class D Land, whether into groundwater or only soils, an action level for total particulates must be established to trigger immediate dust suppression measures and the upgrade of the level of protection as necessary. In addition, such activities may cause the release of hydrogen sulfide and other odorous gases from Contaminated Soils. An action level must also be established for such odorous gases. A supply of odor control materials (e.g., clean fill and/or odor suppressant foam) must be readily available for use in the area where the intrusive activities are conducted;

D. Physical and Biological Hazards. Discussion of all relevant potential physical and biological hazards;

E. Informing Workers. A requirement that all persons engaged in the work read and acknowledge the provisions of the HSP, and document compliance with said provisions; and

F. Worker Training. A requirement that all persons engaged in the work have received appropriate and current training in matters of Health and Safety in accordance with 29 CFR §1910.120, as amended, and/or any and all similar and relevant laws, rules, or regulations then existing.

14. Materials Management and Sampling Protocol.

A. Management of Soils and Sediments. For Class B Land, Class C Land and Class D Land, the following management requirements must be applied to soils and sediments, associated materials and personal protective equipment:

i. General. Excavated soils and sediments generated while performing work at the Property must be stored, sampled and analyzed by an Independent Professional prior to disposal. All soil, sediments and associated materials and personal protective equipment, must be managed and disposed of in accordance with the opinion of an Independent Professional and in compliance with all applicable federal, state and local laws, regulations and ordinances;

ii. Temporary On-Site Storage. Excavated soils and sediments stored on the Property must be covered with and stored on impermeable material to contain the excavated soil and prevent precipitation infiltration. The excavation and the excavated soil must be bermed around its perimeter to collect precipitation run-off and prevent run-on. Saturated soils requiring dewatering must be dewatered and water from such dewatering must be collected and managed in accordance with subparagraph 14.B. The excavation and the excavated soil must be designed and marked appropriately to prevent unauthorized access. Soils and sediments excavated, collected, used, and subsequently placed and/or stored onsite must be sampled and properly disposed of within ninety (90) days from the date such on-site storage is commenced;

iii. Soil brought onto, or moved from within, the Property. Soil brought on to, or moved from within, the Property to be used as Cover or within Clean Corridors must first be sampled and analyzed to show that it is below the applicable MCP Reportable Concentration standards;

iv. Due Care. Care must be taken to avoid mixing Contaminated Soil with clean fill; and

v. Disposal Alternatives. Subject to the requirements of subparagraph 14.A.i, disposal alternatives for soils and sediments include, but are not limited to, the following options:

a. Sampled Soils and Sediments which are Contaminated Soils.
Any soils and sediments which are determined to contain Contaminated Soils after sampling and analysis:

(i) may be disposed of at a permitted off-site facility, compliant with 40 C.F.R. § 300.440, following fifteen (15) days' advance, written notice to MassDEP and EPA; or

(ii) may be placed below the Cover anywhere within OU 1 with the permission of the owner of the property where such placement would occur and subject to and in accordance with the requirements of the NAUL applicable to that property, provided that the Independent Professional's opinion includes a determination that such placement would not degrade the receiving area by introducing new contaminants;

b. Unsampled Soils and Sediments. Unsampled, excavated soils and sediments may be placed back into the excavation from which they were originally removed, below the Cover, if any, and within the same Class of Land. Alternatively, unsampled, excavated soils may be placed below the Cover, if any, within the same Class of Land, elsewhere on the Property, subject to the Work Protocols applicable to Class B Land, Class C Land and/or Class D Land, as the case may be.

B. Management of Groundwater and Water from Dewatering. For all Restricted Areas, the following management requirements must be applied to groundwater, water from dewatering activities, associated materials, and personal protective equipment:

i. General. Groundwater and water from dewatering activities generated while performing work at the Property must be contained, sampled and analyzed by an Independent Professional prior to disposal. Such water, associated materials and personal protective equipment must be managed, treated as necessary, and disposed of in accordance with the opinion of an Independent Professional and in compliance with all applicable federal, state and local laws, regulations and ordinances;

ii. Temporary On-Site Storage. Groundwater, water from dewatering activities, and other contaminated materials (*e.g.*, personal protective equipment) extracted, pumped, excavated, collected, and subsequently placed and/or stored on the Property must be properly disposed of within ninety (90) days from the date such on-site storage is commenced.

C. Sampling. For all Restricted Areas, the following sampling requirements must be applied:

i. General. Sampling of all relevant media (e.g., soil, sediment, groundwater, surface water and other materials) must be sufficient to assure adequate characterization for the end use of the materials (including any discharge or disposal) in accordance with state and federal law and this Section IV ("Technical Requirements"), and as required by an Independent Professional;

ii. Confirmatory Sampling. The work plan must specify sampling details and identify sampling locations. For purposes of reclassification or after removal of Contaminated Soil, sampling must include, at a minimum, the bottom and all four sides of an excavation and/or sufficient coverage of the subject area, as required by the Independent Professional.

15. Cover and Clean Corridors Protocol.

A. Excavation. In the excavation of Cover and Clean Corridors, the following protocol must be applied:

i. Soil, Geotextile and/or Geomembrane Cover.

a. Unless the approved work plan provides otherwise, digging within twelve (12) inches of the geotextile fabric or geomembrane material of the Cover must be done with care by hand to locate and avoid damage or penetration of the geotextile/geomembrane material, and to prevent mixing soil from above the geotextile/geomembrane material with Contaminated Soil from below; and

b. Unless the approved work plan provides otherwise, soil from above the geotextile fabric or geomembrane material must be removed and segregated prior to cutting the geotextile/geomembrane material so that mixing of such soil and Contaminated Soil from below does not occur;

ii. Asphalt or Concrete Cover. Broken asphalt or concrete Cover may be reused below the Cover in accordance with all applicable federal, state, and local regulations, policies and guidelines. No asphalt or concrete Equivalent Cover may be disposed of off the Property, unless the work plan includes a plan for the prior decontamination of the asphalt or concrete, or other alternative procedures;

iii. Inspections. Owner must fully cooperate with MassDEP and EPA and their respective representatives seeking to inspect the work; and

iv. Supervision of Work. Owner must retain an Independent Professional to supervise the excavation, if an Independent Professional developed or reviewed

the work plan. Owner must retain a Qualified Professional to supervise the excavation, if a Qualified Professional developed or reviewed the work plan.

B. Design.

i. Replacement Cover and Clean Corridors. For the replacement of Cover and/or Clean Corridors, engineering plans and specifications of the work, stamped by a Professional Engineer (P.E., Civil), must be submitted with the work plan. Such plans must illustrate that, after the work, the structure and type of original Cover or Clean Corridor will be reproduced in accordance with the Cover Certification Report, as amended.

ii. Permanent Cover Modification and New Cover. For the design of a Permanent Cover Modification and/or new Cover, the following protocols must be applied:

a. Design Drawings. New or revised design drawings, stamped by a Professional Engineer (P.E., Civil), must be submitted with the work plan;

b. Equivalent Protection. The new or revised design of the Cover must provide protection of human health and the environment, equivalent to or greater than that provided by similar types of Cover included as a part of the original 100% Remedial Design for OU 1 prepared by Golder and distributed for bidding in April 1992, a copy of which is on file in the Document Repository; and

c. Design Criteria. The new or revised Cover design must address the following design criteria:

(i) containment and isolation of Contaminated Soil to prevent contact by human receptors;

(ii) prevention of erosion by water, wind or use of the Property;

(iii) adequate resistance to frost action/heaving;

(iv) prevention of settlement or subsidence;

(v) management of surface water during and after construction, including provisions to withstand the effects of 25-year return period storms;

(vi) ability to withstand customary and expected activities and uses;

(vii) long-term protectiveness; and

(viii) location-specific requirements of all applicable federal, state and local laws, regulations and ordinances.

iii. Permanent Modifications to Existing Clean Corridors and New Clean Corridors. For the design of permanent modifications to existing Clean Corridors and new Clean Corridors, design drawings, stamped by a Professional Engineer (P.E., Civil), must be submitted with the work plan.

C. Construction. In the construction of replacement and new Cover and Clean Corridors, and Permanent Cover Modifications and permanent modifications to existing Clean Corridors, unless the approved work plan provides otherwise, the following protocol must be applied:

i. Patching Geotextile or Geomembrane. A patch of replacement or added geotextile or geomembrane layer of the Cover or Clean Corridor must be done in accordance with the original or most recent applicable design specifications for OU 1, and in accordance with the following requirements:

a. a patch of replacement or added geotextile must be sewn to the existing geotextile with a continuous seam if installed on a slope or, if it is not installed on a slope, the patch may be sewn as described above or placed with each edge overlapping the original Cover or Clean Corridor geotextile by a minimum of three (3) feet; and

b. a patch of replacement or added geomembrane must be bonded to existing geomembrane in a manner that will provide equivalent strength and durability to that of the original design;

ii. Transitions and Tie-Ins. Transitions within the Cover (i.e., where one type of Cover abuts a different type of Cover, or land without a Cover) and tie-ins for the Clean Corridors must be constructed in accordance with the original or most recent applicable design specifications for OU 1;

iii. Inspections. Owner must fully cooperate with MassDEP and EPA and their respective representatives seeking to inspect the work;

iv. Supervision. If the work would fully penetrate through the Cover or Clean Corridor to the Contaminated Soil or Contaminated Groundwater below, then Owner must retain an Independent Professional to supervise the construction and ensure compliance with the engineering plans and specifications. Otherwise,

Owner may retain a Qualified Professional to supervise the construction and ensure compliance with the engineering plans and specifications;

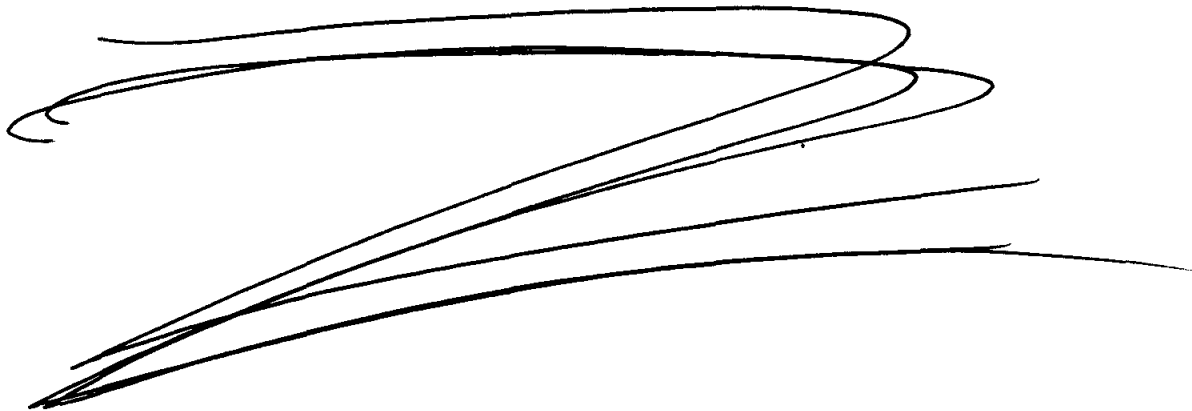
v. Surveying During Construction. As necessary, Owner must retain a Massachusetts registered land surveyor to horizontally and vertically locate all aspects of the new Cover, replacement Cover and new Clean Corridors as they are being constructed, including but not limited to, the location of geotextile, geomembrane, clean fill, final ground elevation and all structures associated with the Cover or Clean Corridor design; and

vi. As Built Records. For the completion report, Owner must produce new or revised As Built Records for new Cover, new Clean Corridors, Permanent Cover Modifications, and permanent modifications to Clean Corridors, as applicable. The As Built Records must be stamped by a Professional Engineer (P.E., Civil). For new Cover and Permanent Cover Modifications, the Independent Professional must also provide a written opinion that the As Built Records continue to support his or her original opinion on the protection of human health and the environment. The As Built Records must be of the same or equivalent quality and detail as the original As Built Records for the Property, if any, and must include without limitation the survey by the Massachusetts registered land surveyor, locating the horizontal and vertical extent of the Cover or Clean Corridor, required in subparagraph 15.C.v, above.

EXHIBIT J

COVER INSPECTION PLAN (FOR CLASS C & D LAND ONLY)

(NOT APPLICABLE TO CLASS A LAND)



Industri-Plex Superfund Site
Notice of Activity and Use Limitation
Exhibit K

Property Address: 225 Presidential Way
Woburn, MA 01801 (Tax Lot 05-01-08)
Plan of Restricted Areas Lot IC-34

EXHIBIT K

EVIDENCE OF AUTHORITY

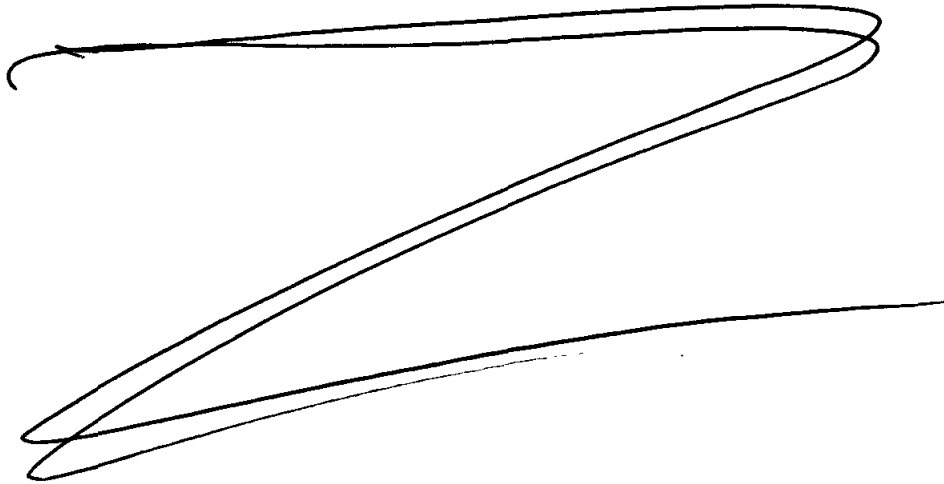


EXHIBIT K

PIEDMONT OFFICE REALTY TRUST, INC.

SECRETARY'S CERTIFICATE OF INCUMBENCY AND DUE AUTHORITY

In connection with the execution and delivery by Piedmont Office Realty Trust, Inc., a Maryland corporation having a usual place of business at 5565 Glenridge Connector, Suite 450, Atlanta, Georgia 30342 (the "Corporation"), which Corporation is the sole general partner of Piedmont Operating Partnership, LP, a Delaware limited partnership (the "Partnership"), and which Partnership is the sole member and manager of Presidential Way Woburn, LLC, a Delaware limited liability company (the "Owner"), on this date of the Notice of Activity and Use Limitation, together with associated Exhibits, (the "NAUL"), the Owner's letter consenting to use of the NAUL, the Recipient for Notice Designation and all other documents associated with or related to the NAUL, including, if applicable, a discharge or release instrument terminating temporary institutional controls established prior the NAUL (collectively the "NAUL Documents") the undersigned hereby certifies as follows:

1. I, the undersigned, am a duly elected or appointed, qualified and currently serving Secretary of the Corporation, and my signature on this Certificate is genuine.
2. The Corporation has taken all action, as evidenced by the resolutions set forth below, required by its Articles of Organization and/or Bylaws to authorize the execution, delivery, recording/registering and performance of the NAUL Documents, and the persons and officers of the Corporation set forth below are duly authorized and directed consistent with terms of the said Articles of Organization and/or Bylaws and pursuant to such action to sign, seal, deliver and record/register or have recorded/registered the NAUL Documents for and on behalf of the Corporation.
3. Set forth below is a true, correct and complete copy of the resolutions adopted by Board of Directors of the Corporation at a meeting held on May 11, 2021 (the "Board Resolutions"). The Board Resolutions were duly adopted and have not been altered, amended, rescinded or repealed in any way and are in full force and effect on and as of the date hereof.

"WHEREAS, Article V, Section 1 of the Bylaws of the Corporation provide that the officers of the Corporation shall be elected annually by the Board of Directors, except that the chief executive officer may appoint one or more vice presidents, assistant secretaries and assistant treasurers;

NOW, THEREFORE, BE IT RESOLVED, that the following persons are hereby elected to the offices set forth opposite their respective names, to serve until the next annual meeting of the Board of Directors, or until their successors

are elected and have qualified or their earlier death, resignation or removal from office:

NAME	TITLE
C. Brent Smith	President and Chief Executive Officer
Robert E. Bowers	Executive Vice President and Chief Financial Officer
Thomas A. McKean	Senior Vice President, Associate General Counsel and Corporate Secretary
Laura P. Moon	Senior Vice President and Chief Accounting Officer
George M. Wells	Chief Operating Officer
Christopher A. Kollme	Executive Vice President – Finance and Strategy
Robert K. Wiberg	Executive Vice President
Thomas R. Prescott	Executive Vice President
Joseph H. Pangburn	Executive Vice President
Alex Valente	Executive Vice President
Wilson G. Stone	Senior Vice President
Kevin Fossum	Senior Vice President
Edward H. Guilbert III	Senior Vice President of Finance and Treasurer
Damian J. Miller, CFA	Senior Vice President

FURTHER RESOLVED, that the proper officers of the Corporation, and each of them, with full authority to act without any of the others, are hereby authorized and directed to do and perform, or cause to be done and performed, all such acts, deeds and things and to make, execute and deliver, or cause to be made, executed and delivered, all such agreements, undertakings, documents, instruments or certificates in the name and on behalf of the Corporation or otherwise as they, and each of them, may deem necessary or appropriate to effectuate or carry out fully the purpose and intent of the foregoing resolutions, including incurring the expense of legal counsel; and

FURTHER RESOLVED, that any and all action heretofore or hereafter taken by any officer or officers of the Corporation within the terms of the foregoing resolutions is hereby ratified and confirmed as the act and deed of the Corporation.”

4. Pursuant to Section 6.01 of the Partnership’s Agreement of Limited Partnership, the

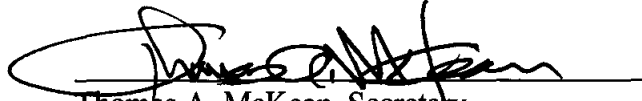
Corporation has full power and authority on behalf of the Partnership to execute, deliver, record/register and perform the NAUL Documents.

5. Pursuant to Section 9 of the Owner's Operating Agreement, the Partnership has full power and authority on behalf of the Owner to execute, deliver, record/register and perform the NAUL Documents.

6. Thomas A. McKean, whose signature appears on the NAUL Documents, is the duly elected or appointed and currently serving Senior Vice President and Associate General Counsel of the Corporation, and his signature on the NAUL documents is genuine.

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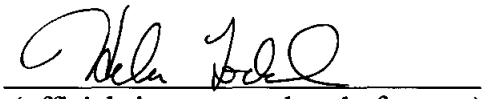
IN WITNESS WHEREOF, the undersigned has executed this Certificate as an instrument under seal as of the 11th day of November, 2021.


Thomas A. McKean, Secretary

STATE OF GEORGIA
COUNTY OF FULTON, ss

November 11, 2021

On this 11th day of November, 2021, before me, the undersigned notary public, personally appeared Thomas A. McKean, personally known by me to be the person whose name is signed above, and acknowledged to me that he signed it voluntarily for its stated purpose as Secretary of Piedmont Office Realty Trust, Inc., a Maryland corporation.


(official signature and seal of notary)

