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October 29, 2010



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Superfund Records Center

PROJECT: WEST SITE / HOWS CORNER

Via FedEx #: 87

DocID: 498537



Mr. Terrence Connelly
Remedial Project Manager
USEPA -Region 1
5 Post Office Square, Suite 100
Mail Code OSRR07-1
Boston, MA 02109-3912

**Subject: Hows Corner Superfund Site, Plymouth, Maine
Transmittal of Project Plans**

Dear Mr. Connelly:

On behalf of the Hows Corner Performing Settling Defendants, I am enclosing for your files two hard copies and one electronic copy (on CD) of each of the following documents:

- o Health and Safety Plan, including the language on page 4-2 that I provided during the pre-construction meeting on October 13, 2010.
- o Appendix C of the Institutional Controls Plan, including the word "sole" in the opening paragraph, Recital paragraph F, and paragraph 5 of Section I as a modifier of the description of the members of the Hows Corner Site Group.

The revisions to the enclosed versions of these plans, described above, are as directed in your approval letter dated October 15, 2010.

In accordance with Section X., Reporting Requirements, Paragraph 35 of the 2010 Consent Decree for the Hows Corner Site, three hard copies and one electronic copy of these documents have been sent to Ms. Rebecca Hewett at the Maine Department of Environmental Protection.

If you have any questions about the enclosed material, please contact me at 1-800-426-4262.
Sincerely,

WOODARD & CURRAN INC.

Thomas R. Eschner
Senior Project Manager

Enclosures

cc: Kevin Heine, EPA (without enclosure)
Rebecca Hewett, MEDEP (3 hard copies/1 pdf copy)
Michael Goldstein, GE (without enclosure)
Mark Beliveau, Pierce Atwood (without enclosure)

**DECLARATION OF ENVIRONMENTAL COVENANT
AND EASEMENT DEED**

This Environmental Covenant and Easement Deed is hereby declared and granted this _____ day of _____, _____, by _____ (“Declarant” and “Grantor”) owner of the property located in Plymouth, Penobscot County, Maine, described in a deed from _____ dated _____, _____, and recorded in Book _____, Page _____ of the Penobscot County Registry of Deeds (also depicted as Tax Map _____, Lot _____ on the _____ Tax Map for the Town of Plymouth, Maine) (“Restricted Property”), for good and lawful consideration, the receipt of which is hereby acknowledged, to the Hows Corner Site Group, an unincorporated association, the sole members of which are General Electric Company and Central Maine Power Company (jointly the “Holder” and “Grantee”).

Recitals

A. The Restricted Property is located in the Town of Plymouth, Maine and is situated in proximity to a parcel of land on Sawyer Road in Plymouth, Maine that was formerly owned by George West, Jr. (“West Site”);

B. From approximately 1965 to 1980 George West, Jr. used a portion of the West Site to operate a waste oil collection and recycling facility;

C. After the West Site was closed, groundwater contamination was discovered at the West Site and certain surrounding properties;

D. In 1993 the Plymouth Water District was established for purposes of establishing a public water system (“Public Water System”) to serve those properties in Plymouth, Maine that had been or may be impacted by groundwater contamination arising out of activities at the West Site;

E. From 2002 to 2008, owners of property in the vicinity of the West Site have executed covenants and easements pursuant to which their property has been or will be connected to the Public Water System in exchange for their agreement to discontinue extraction of groundwater from their property, abandon any existing groundwater well at their property and allow for access to their property to address matters in support of the remediation of the West Site;

F. On January 25, 2010, a Consent Decree was entered by the United States District Court for the District of Maine, Civil No. 1:09-cv-482 wherein the final clean-up remedy for the West Site is described (“Consent Decree”);

G. The final clean-up remedy for the West Site includes the continuing use of covenants and easements to: provide for the connection of property to the Public Water System, discontinue the extraction of groundwater from the property, abandon any existing groundwater

wells at the property and allow for access to the property to address matters in support of the remediation of the West Site; and

H. In light of the foregoing, the Declarant and the Holder intend to adopt the Environmental Covenant described in Section I hereinbelow in accordance with the Uniform Environmental Covenants Act, 38 M.R.S.A. §3001 et. seq. (“UECA”) and the Grantor intends to grant to the Grantee the right and easement described in Section II hereinbelow.

NOW, THEREFORE, in consideration of the facts herein recited and the covenants herein contained, the Declarant hereby declares, covenants and agrees as follows:

I. ENVIRONMENTAL COVENANT

1. Declaration of Covenant, Perpetuity. This instrument is an environmental covenant executed pursuant to the terms of the UECA and is a perpetual servitude running with the land, subject to the terms herein, and shall be binding upon, and inure to the benefit of, the respective heirs, successors and assigns of the Declarant and the Holder (“Environmental Covenant”).
2. Restricted Property. The area that is the subject of this Environmental Covenant is the Restricted Property, which is located in Plymouth, Penobscot County, Maine shown on Tax Map ___ as Lot ___ on the _____ Tax Map for the Town of Plymouth and more particularly described in that deed to Declarant dated _____ and recorded on _____ in the Penobscot County Registry of Deeds in Book _____, Page ____.
3. Prohibited Activities, Access, Release, Notice. In consideration of the foregoing facts and the benefits to be received under this Declaration, and intending to create and be legally bound by a perpetual covenant running with the Restricted Property, and every part thereof, the Declarant declares and agrees for the benefit of future owners of the Restricted Property, the Holder, and the West Site, that Declarant and all current and future occupants, and all future owners of the Restricted Property, or any portion thereof, shall:
 - (a) Discontinue extraction of groundwater at the Restricted Property by any means and for any purposes, including, but not limited to, residential drinking water, irrigation or recreational uses, effective as of the date the current residence at the Restricted Property is connected to the Public Water System.
 - (b) Assist the Holder or its designee in arranging for the connection to the Public Water System by assisting in notifying the occupants of the residence at the Restricted Property if occupants are different than Declarant, and by reasonably approving the location of the water supply line to any residence building, or other water outlets approved by the Declarant and Holder, now or hereafter located on the Restricted Property.
 - (c) Allow the Holder or its designee, and the United States Environmental Protection Agency (“EPA”) and the Maine Department of Environmental Protection (“DEP”) and their duly authorized agents access, at any time and from time to

time, after reasonable notice, and grant the Holder or its designee, and EPA and DEP an assignable easement in gross, to enter upon the Restricted Property to install a groundwater monitoring well or wells and to take samples from those wells and any existing wells to determine water quality, to permanently close any existing residential well, to inspect the Restricted Property to determine compliance with this Declaration, to conduct any and all investigation and remediation of hazardous substances as may be deemed necessary by the EPA or DEP, and as reasonably necessary to fulfill the obligations under the Consent Decree and this Environmental Covenant.

- (d) Grant the Holder or its designee, and EPA and DEP an assignable easement in gross to enter upon the Restricted Property to install a water supply line, which will likely require blasting of rock and burial of the line below the ground surface, and to connect the water supply line to the Public Water System.
- (e) Release and discharge the Holder and each of its members, the United States of America and the State of Maine, from and against any and all claims for any and all losses, including but not limited to personal injury and property damage, which Declarants now have, or which may accrue in the future arising out of use of groundwater at the Restricted Property or arising from the provision of water to the Restricted Property from the Public Water system.
- (f) Include in any instrument conveying or assigning any interest in any portion of the Restricted Property, including but not limited to deeds, leases and mortgages, a notice which is substantially in the following form [with execution date and registry of deeds recording reference for this document]:

A. NOTICE: THE INTEREST CONVEYED HEREBY IS SUBJECT TO A DECLARATION OF ENVIRONMENTAL COVENANT AND EASEMENT DEED, DATED _____, _____, RECORDED IN THE PENOBSCOT COUNTY REGISTRY OF DEEDS ON _____, _____, IN BOOK _____, PAGE _____.

The provisions of this Declaration shall survive any subsequent sale or transfer of the Restricted Property by the Declarant. Any present or future owner of the Restricted Property or any interest therein, by the acceptance of a deed of conveyance of all or any part of the Restricted Property or any interest therein, whether or not the deed shall so express, shall be deemed to have accepted the Restricted Property subject to the restrictions contained herein and shall be deemed to be bound by, obligated to comply with, and otherwise subject to the restrictions herein and this Environmental Covenant.

- 4. Representation of Ownership and Encumbrances. By its execution hereof, Declarant warrants that it is the sole owner of the Restricted Property and that there are no mortgages, easements or other encumbrances on the Restricted Property that would materially adversely affect the effectiveness or enforceability of this Environmental Covenant.

{Note a title search of the property must be conducted and subordination agreements obtained for any mortgage, easement or encumbrance that materially adversely affects the Environmental Covenant.}

5. Holder. The Hows Corner Site Group, an unincorporated association, the members of which are General Electric Company and Central Maine Power Company, is the only Holder of the Environmental Covenant granted by _____ in this Declaration.
6. Agencies. EPA and DEP are the environmental agencies with enforcement authority pursuant to the UECA.
7. Administrative Record. The administrative record for the West Site is located at Plymouth Town Hall, Route 7, Plymouth, Maine 04969.

II. EASEMENT DEED

Grantor grants to the Grantee or its designee, and EPA, and DEP an assignable easement in gross above, on, and beneath the Restricted Property to enter on and use for the sole purpose of allowing the Grantee or its designee, and EPA, and DEP to conduct assessment and monitoring activities as further provided below, and to permit Grantee's, EPA's, and DEP's officers, directors, employees, agents, contractors, invitees, licensees, and designees to enter upon and use the Restricted Property for the following purposes, all in accordance with the terms of this Easement Deed, intending for the easement to run with the land:

- (a) Ingress and egress to, from and over the Restricted Property at any time and from time to time, after reasonable notice, and the right and easement to install a groundwater monitoring well or wells and to take samples from those wells and any existing wells to determine water quality, to permanently close off the existing residential well, to inspect the Restricted Property to determine compliance with this Declaration, to conduct any and all investigation and remediation of hazardous substances as may be deemed necessary by the EPA or DEP, and as reasonably necessary to fulfill the obligations under the Consent Decree and the Environmental Covenant; and
- (b) Ingress and egress to, from and over the Restricted Property at any time and from time to time, after reasonable notice, to install a water supply line, which will likely require blasting of rock and burial of the line below the ground surface, and to connect the water supply line to the Public Water System.

Grantee, by acceptance of this deed, does hereby agree for itself, its successors and assigns, to:

- (i) Work with Grantor to select a location for the water supply line to the current residence on the Restricted Property and provide one water supply

connection to be located no more than ____ feet from ____ Road. The Grantee or its designee will provide a sketch of the proposed installation and request Grantor sign the sketch indicating approval of the installation location;

- (ii) Arrange for installation of the water supply line, which will likely require blasting of rock and burial of the line below the ground surface. A qualified contractor licensed to install water systems in the State of Maine will install the system in a workman-like manner, and shall use reasonable and prudent care in work at the Restricted Property;
- (iii) Use reasonable care in entering the Restricted Property and making the connection to the Public Water System;
- (iv) Indemnify and hold harmless Grantor from any and all losses arising out of the work of its contractor in installing the connection to the Public Water system; and
- (v) Notwithstanding the foregoing, the Grantee or its designee is not responsible for paying any fees of the Plymouth Water District for delivery of water to the Restricted Property after connection, or for any future maintenance, repair or replacement of the water supply connection.

The terms and conditions of the Easement Deed may not be altered or modified except by an instrument duly signed by the parties hereto, or their respective successors in interest, which instrument shall be recorded in the Penobscot County Registry of Deeds.

The rights and obligations of Grantor or any owners or lessees under this Easement Deed will terminate upon transfer of such party's interest in the Restricted Property, except that liability for acts or omissions occurring prior to transfer and the release and discharge shall survive any transfer.

III. GENERAL PROVISIONS OF ENVIRONMENTAL COVENANT AND EASEMENT DEED

1. Controlling Law: The interpretation and performance of this Declaration shall be governed by the laws of the State of Maine.
2. Liberal Construction: Any general rule of construction to the contrary notwithstanding, this Declaration shall be construed liberally in favor of the grant to effect the purpose of this Declaration and the policy and purpose of the Comprehensive Environmental Response, Compensation & Liability Act. If any provision of this Declaration is found to be ambiguous, an interpretation consistent with the purpose of this Declaration that would render the provision valid shall be favored over any interpretation that would render it invalid.

3. Severability: If any provision of this Declaration, or the application of it to any person or circumstances, is found to be invalid, the remainder of the provisions of this Declaration or the application of such provisions to persons or circumstances other than those to which it is found to be invalid, as the case may be, shall not be affected thereby.
4. Entire Agreement: This Declaration sets forth the entire agreement of the parties with respect to rights and restrictions created hereby, and supersedes all prior discussion, negotiations, understandings, or agreements relating thereto, all of which are merged herein.
5. No Forfeiture: Nothing contained herein will result in a forfeiture or reversion of Declarant's title in any respect.
6. Successors: The covenants, terms, conditions, and restrictions of this Declaration shall be binding upon, and inure to the benefit of, the parties hereto and their respective personal representatives, heirs, successors, and assigns and shall continue as a servitude running in perpetuity with the Restricted Property. The terms "Declarant" and "Grantor", wherever used herein, and any pronouns used in place thereof, shall include the person and/or entity named at the beginning of this document, identified as "Declarant" and "Grantor" and its personal representatives, heirs, successors, and assigns. The terms "Holder" and "Grantee", wherever used herein, and any pronouns used in place thereof, includes certain the persons and/or entities named at the beginning of this document, identified as "Holder" and "Grantee" and their personal representatives, heirs, successors and assigns. The rights of the Holder and Grantee under this Declaration of Environmental Covenant and Easement Deed are assignable with the consent of the other parties and must be made in accordance with the requirements of 38 M.R.S.A. § 3010.
7. Rights to Enforce: All rights hereunder may be enforced by the parties hereto and by those persons listed in 38 M.R.S.A. § 3011. Enforcement may include, without limitation, any action or proceeding, at law or in equity, to enjoin, or restrain violation hereof, to compel compliance herewith, and/or to recover damages and costs for violation hereof. Such recoverable damages and costs shall include, without limitation, damages for injury to persons and/or for reimbursement of any costs incurred by the Town of Plymouth, the State of Maine, the Holder and Grantee or its designee, or any member or agent thereof in seeking compliance herewith and in undertaking measures necessary to prevent risk of harm to other persons and/or properties for failure to comply herewith. Any forbearance as to enforcement of any of the terms hereof shall not be deemed a waiver of the right to seek and obtain enforcement at any time thereafter as to the same violation or as to any other violation.
8. Termination of Rights and Obligations: The rights and obligations of Declarant or any owners or lessees under this Declaration will terminate upon transfer of such party's interest in the Restricted Property, except that liability for acts or omissions occurring prior to transfer and the release and discharge shall survive any transfer.
9. Counterparts: The parties may execute this Declaration in two or more counterparts, which shall, in the aggregate, be signed by all parties; each counterpart shall be deemed an original

Declaration as against any party who has signed it. In the event of any disparity between the counterparts produced, the recorded counterpart shall be controlling.

10. **Modification:** The terms and conditions hereof may not be altered, modified, or terminated except by an instrument duly executed by the parties so authorized by 38 M.R.S.A. §§ 3009 and 3010, or their respective successors in interest, which instrument is duly recorded in the Penobscot County Registry of Deeds.
11. **Authorization of Parties:** The Holder and Grantee has authorized execution and delivery of this document on its behalf by _____, and the Declarant has agreed to recognize each and every member of the Holder and Grantee as a party hereto.
12. **[Property Connected:** Declarant agrees that the Restricted Property is currently connected to the Public Water System pursuant to the terms of this Declaration. The provisions in this Declaration relating to the installation and connection of the water supply line are provided for information purposes only.] [Alternative paragraph]
13. **Binding Effect:** All of the covenants, conditions and restrictions set forth in this Declaration shall run with the land and shall be binding upon and inure to the benefit of the respective heirs, successors and assigns of the Holder and Grantee and the Declarant and Grantor. This Declaration shall be duly recorded by the Holder and Grantee or its designee in the Penobscot County Registry of Deeds within thirty (30) days of execution and the Holder and Grantee or its designee shall, within thirty (30) days of recording the Declaration, notify the DEP of the book and page at which it is recorded. The Holder and Grantee or its designee shall provide copies of this Declaration within thirty (30) days of recording in accordance with the provisions of 38 M.R.S.A. § 3007.

IN WITNESS WHEREOF, the Declarant and Grantor, _____ has executed this Environmental Covenant and Easement Deed as of the day and year first above written.

Declarant and Grantor

By: _____
Name: _____
Title: _____

STATE OF MAINE
COUNTY OF PENOBSCOT, ss

The above named _____ personally appeared before me this ____ day of _____, _____, and acknowledged the foregoing to be his/her free act and deed.

Before me,

NOTARY PUBLIC or
Maine Attorney-at-Law
Type or Print Name: _____

IN WITNESS WHEREOF, the Holder and Grantee, _____ has executed this Environmental Covenant and Easement Deed as of the day and year first above written.

Holder and Grantee

By: _____
Name: _____
Title: _____

STATE OF MAINE
COUNTY OF PENOBSCOT, ss

The above named _____, in his said capacity, personally appeared before me this ____ day of _____, _____, and acknowledged the foregoing to be his/her free act and deed and the free act and deed of said association.

Before me,

NOTARY PUBLIC or
Maine Attorney-at-Law
Type or Print Name: _____

ACKNOWLEDGED AND AGREED TO BY:
MAINE DEPARTMENT OF ENVIRONMENTAL PROTECTION

By: _____
Name: _____
Title: _____

STATE OF MAINE
COUNTY OF KENNEBEC, ss

The above named _____, of the Maine Department of Environmental Protection, personally appeared before me this ____ day of _____, _____, and acknowledged the foregoing to be his/her free act and deed in his/her said official capacity.

Before me,

NOTARY PUBLIC or
Maine Attorney-at-Law
Type or Print Name: _____

ACKNOWLEDGED AND AGREED TO BY:
UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

By: _____
Name: _____
Title: _____

COMMONWEALTH OF MASSACHUSETTS
COUNTY OF SUFFOLK

The above named _____, of the United States Environmental Protection Agency, personally appeared before me this ____ day of _____, _____, and acknowledged the foregoing to be his/her free act and deed in his/her said official capacity.

Before me,

NOTARY PUBLIC
Type or Print Name: _____