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2015 APR 22 AM 11:30
U.S. EPA REGION I
ERRD-DIRECTOR'S OFFICE

April 10, 2015

VIA U.S. MAIL

Chief, Environmental Enforcement Section
Environment and Natural Resources Div.
U.S. Department of Justice
P.O. Box 7611
Washington, D.C. 20044-7611
Re: DJ #90-11-3-09051 and 90-11-3-09051/1

Director, Emergency & Remedial Response Div.
U.S. Environmental Protection Agency
Region 2
290 Broadway, 19th Floor
New York, New York 10007

New Jersey Superfund Branch
Office of Regional Counsel
U.S. Environmental Protection Agency
Region 2
290 Broadway, 17th Floor
New York, New York 10007
Attn: Attorney for Pohatcong Site

Chief, Financial Management Branch
U.S. Environmental Protection Agency
Region 2
290 Broadway, 22nd Floor
New York, New York 10007

**Re: United States of America v. Pechiney Plastics Packaging, Inc.
3:09-cv-05692-PGS-TJB
United States of America v. Bristol-Myers Squibb Company, et al.
3:09-cv-05798-PGS-TJB
CDCS Number 2015A31137
Site/Spill ID Number NJD98I179047
DOJ Case Numbers 90-11-3-09051 and 90-11-3-09051/1**

Dear Pohatcong Consent Decree Notice Recipients:

In accordance with paragraph 9.a of the Consent Decree, enclosed please find a copy of the recorded Deed Notice in the form approved by EPA that provides a description of the real property and provides notice to all successors-in-title that the real property is part of the Site, that EPA has selected a remedy for OU1 and OU2, intends to select a remedy for OU3, and that potentially responsible parties have entered into a Consent Decree requiring implementation of the remedies, as described therein.

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As provided in paragraph 9.a of the Consent Decree, the Deed Notice was recorded within thirty (30) days after receiving the United States' approval of the form of the document on March 30, 2015.

If you have any questions about this transmittal, please contact the undersigned.

Yours truly,


Bruce White

abw/wba
enclosures

cc: **VIA U.S. MAIL**

Lauren M. Piana/Rio Tinto

Roy Turner/Albea Americas, Inc.

Christian C. Semonsen/Kirkland & Ellis LLP

Katherine R. Kelly/Bristol-Myers Squibb

J. Richard Pooler, Jr./Bristol-Myers Squibb

Glen R. Stuart/Morgan, Lewis & Bockius LLP

John Preston Turner/Citi Litigation Service Center

David J. Freeman/Gibbons P.C.

Joshua R. Markus/Rexam Inc. and Subsidiaries

Charles-Antoine Roucayrol, Albea

Douglas Jerman, Albea

COPY

DEED NOTICE

IN ACCORDANCE WITH N.J.S.A. 58:10B-13, THIS DOCUMENT IS TO BE RECORDED IN THE SAME MANNER AS ARE DEEDS AND OTHER INTERESTS IN REAL PROPERTY.

Prepared by: Alan Bruce White
Alan Bruce White
Barnes & Thornburg LLP
One North Wacker Drive
Suite 4400
Chicago, IL 60606-2833

RECORDED
Patricia J. Kolb Warren Co Clerk
BELVIDERE, NJ
Pages 10
MISCELLANEOUS DEED
BK: 2605 Pg: 254
04/09/2015 03:18:51 PM

Recorded by: Warren County Register of Deeds & Mortgages

Sheila Davine
[Print name below signature]
Sheila Davine

DEED NOTICE

This Deed Notice is made as of March 31 2015, by Albéa Americas, Inc. 191 State Highway, Route 31 North, Washington new Jersey (together with successors and assigns, collectively "Owner").

1. THE PROPERTY. Albéa Americas, Inc. is the owner in fee simple of certain real property designated as 191 State Highway, Route 31 North, Block 37, Lots 1 and 2 on the tax map of Washington Borough and Block 30, Lot 17 on the tax map of Washington Township, County of Warren, New Jersey; the New Jersey Department of Environmental Protection ("Department") Program Interest Number (Preferred ID) for the contaminated site which includes this property is Preferred ID (NJD98I179047); and the property is generally described in Exhibit A, which is attached hereto and made a part hereof (the "Property").

2. THE POHATCONG VALLEY GROUNDWATER CONTAMINATION SUPERFUND SITE. The Property lies entirely within the geographic boundaries of the Pohatcong Valley Groundwater Contamination Superfund Site ("Site") and within both Operable Unit 3 and Operable Unit 1 of the Site. The Site is on the National Priorities List ("NPL"). Pursuant to the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. §§ 9601-9675, the United States Environmental Protection Agency ("U.S. EPA") has selected remedies for Operable Unit 1 and Operable Unit 2 at the Site, and is overseeing a removal action at the Property that addresses vapor intrusion. The U.S. EPA intends to select a remedy for Operable Unit 3.

3. FEDERAL COURT LITIGATION AND CONSENT DECREE SETTLEMENT CONCERNING THE SITE. In 2009 and 2013, the United States, acting on behalf of the U.S. EPA, filed lawsuits seeking the recovery of response costs and declaratory relief against various potentially responsible parties in the United States District Court for the District of New Jersey. Those actions were filed as United States v. Pechiney Plastic Packaging, Inc., 3:09-CV-05692 (PGS) (TJB) ("U.S. v. PPPI") and United States v. Bristol-Myers Squibb Company, Myset

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Investment Company, Citigroup, Inc., MRC Holdings, Inc., Rexam Beverage Can Company, Albéa Americas, Inc., and 191 State Highway, Route 31 North, Block 37, Lots 1 and 2, Borough of Washington and Block 30, Lot 17, Washington Township, County of Warren, New Jersey, 3:13-CV-05798 (PGS) (TJB) ("U.S. v. BMS, et al."). The parties resolved the litigation as memorialized in a settlement agreement ("Consent Decree") entered in the U.S. v. PPPI and U.S. v. BMS, et al. actions on March 11, 2015. Pechiney Plastic Packaging, Inc. ("PPPI") agreed to perform the response actions as described in the Records of Decision for Operable Unit 1 and Operable Unit 2. PPPI also agreed to perform the vapor intrusion removal action and associated operation and maintenance at the Property. PPPI further agreed to perform the response action(s) to be selected for Operable Unit 3, except for the performance of response actions for Operable Unit 3 beyond the geographic boundaries of the Property. Resolution of PPPI's liability for performance or costs of response actions beyond the geographic boundaries of the Property has been expressly reserved between the parties to the Consent Decree entered in the U.S. v. PPPI and U.S. v. BMS actions.

4. REMEDIATION.

i. The U.S. EPA has approved this Deed Notice as an institutional control for the Property, which is part of the remediation of the Site.

ii. If applicable, based on the remedy selected for Operable Unit 3, PPPI shall obtain a soil remedial action permit pursuant to N.J.A.C. 7:26C-7 as an institutional control for the Property which will reflect the monitoring and maintenance requirements set forth in the Consent Decree and biennial certification requirements that apply to the Property.

5. SOIL CONTAMINATION AND VAPOR INTRUSION. The U.S. EPA has investigated and continues to investigate contaminated soil in the Operable Unit 3 area which includes the Property and has not yet selected a remedy for Operable Unit 3. Accordingly, soil contamination may be present in certain areas of the Property that contain contaminants in concentrations that do not allow for the unrestricted use of the Property; if based on the results of investigation and final remedy for Operable Unit 3 it is determined that such soil contamination is to remain at the Property, such soil contamination will be described, including the type, concentration and specific location of such contaminants, in an exhibit to a subsequent Deed Notice for the Property in accordance with N.J.S.A. 58:10B-13. In addition, in 2013, the U.S. EPA identified elevated levels of trichloroethylene ("TCE") present in the soil gas below the Property and in the indoor air of the structure located on the Property. As a result, soil vapor extraction systems and sub-slab depressurization systems were installed and are being operated at the Property by PPPI as part of U.S. EPA's removal action to address vapor intrusion. The soil vapor extraction systems and sub-slab depressurization systems are required to be operated and maintained at the Property until U.S. EPA makes a determination that they are no longer required. Any new construction at the Property that will include interior space intended for human use or occupation, or modification to an existing structure located at the Property that includes interior space intended for human use or occupation, must evaluate and address as necessary the risk to human health posed by exposure to indoor air affected by subsurface TCE or other volatile contaminants.

6. CONSIDERATION. In accordance with the response actions selected and to be selected for the Site which includes the Property, and in consideration of the terms and conditions of those response actions, in consideration of the terms and conditions memorialized in the Consent Decree, and other good and valuable consideration, Owner has agreed to subject the Property to certain statutory and regulatory requirements that impose restrictions upon the use of the Property, to

restrict certain uses of the Property, and to provide notice to subsequent owners, lessees and operators of the restrictions and the monitoring, maintenance, and biennial certification requirements outlined in this Deed Notice and required by law, as set forth herein.

7A. RESTRICTED AREAS. For any areas where equipment required as part of a U.S. EPA response action is located or any areas of documented contamination remaining at concentrations that do not allow for unrestricted use, the Owner has agreed, as part of the remedial action for the Property, to restrict the use of such parts of the Property (the "Restricted Areas"); a narrative description of these restrictions is provided in Exhibit C, which is attached hereto and made a part hereof. The Owner has also agreed to maintain a copy of these restrictions on site for inspection by governmental officials.

7B. RESTRICTED LAND USES. The following statutory land use restrictions apply to the Restricted Areas:

i. The Brownfield and Contaminated Site Remediation Act, N.J.S.A. 58:10B-12.g(10), prohibits the conversion of a contaminated site, remediated to non-residential soil remediation standards that require the maintenance of engineering or institutional controls, to a child care facility, or public, private, or charter school without the Department's prior written approval, unless a presumptive remedy is implemented; and

ii. The Brownfield and Contaminated Site Remediation Act, N.J.S.A. 58:10B-12.g(12), prohibits the conversion of a landfill, with gas venting systems and or leachate collection systems, to a single family residence or a child care facility without the Department's prior written approval.

iii. EPA's remedy selected for Operable Unit 1 includes, among other things, the construction and operation of a groundwater treatment system, and the installation of wells that support various components of the remedy. The groundwater treatment system will be physically located at the Property including associated structures, piping, extraction wells and reinjection wells. Owner agrees to refrain from using the Property in any manner that may adversely affect the implementation, integrity, or protectiveness of any portion of any response action selected, or to be selected in connection with Operable Unit 3, by EPA for the Site.

iv. In order to allow unrestricted use of the structure located on the Property, PPPI shall continue to operate and maintain the soil vapor extraction systems and sub-slab depressurization systems that are required by U.S. EPA to address vapor intrusion into the indoor air until EPA makes a determination that they are no longer required.

7C. RESTRICTED GROUNDWATER USE.

The Property is in a Well Restriction Area ("WRA") established by the Department pursuant to N.J.A.C. 7:10. Owner has agreed to construct a new water supply system at the Property and thereafter restrict the use of groundwater at the Property in accordance with the WRA. In addition, U.S. EPA's response actions selected for the Site include the establishment of a Classification Exception Area ("CEA") to restrict or prevent groundwater use within designated areas of the Site. The CEA, once established, will remain in place until relevant constituent concentrations decrease to levels below the NJDEP GWQSS. After its construction of the new water supply system at the Property, Owner agrees to restrict the use of groundwater in accordance with such future CEA established for the Site. As required by the Consent Decree, PPPI agrees to permanently seal and

abandon production wells (PW-3 and PW-5) and groundwater injection wells (RW-1 and RW-2) which are located at the Property.

8. CHANGE IN OWNERSHIP AND REZONING.

i. The Owner and the subsequent owners and lessees, shall cause all leases, grants, and other written transfers of their ownership or leasehold interest in the Restricted Areas to contain a provision expressly requiring all holders thereof to take the Property subject to the restrictions contained herein and to comply with all, and not to violate any of the conditions of this Deed Notice applicable to the Owner. Nothing contained in this Paragraph shall be construed as limiting any obligation of any person to provide any notice required by any law, regulation, or order of any governmental authority.

ii. The Owner and the subsequent owners shall, at least 30 days prior to any transfer of any ownership or leasehold interest in the Restricted Areas, provide written notice of such transfer to the U.S. EPA in accordance with the Consent Decree and to the Department.

iii. The Owner and the subsequent owners shall provide written notice to the U.S. EPA and the Department, at least thirty (30) calendar days prior to the owner's petition for or filing of any document initiating a rezoning of the Property to residential.

9. SUCCESSORS AND ASSIGNS. This Deed Notice shall be binding upon Owner and upon Owner's successors and assigns, and subsequent owners, lessees and operators while each is an owner, lessee, or operator of the Property.

10A. ALTERATIONS, IMPROVEMENTS, AND DISTURBANCES.

i. The Owner and all subsequent owners and lessees shall notify any person, including, without limitation, tenants, employees of tenants, and contractors, intending to conduct invasive work or excavate within the Restricted Areas, of the location of any equipment related to a U.S. EPA response action, including, but not limited to, the equipment referred to in paragraph 7.B. iii and iv, and, of the precautions necessary to minimize interference with any portion of any response action.

ii. Except as provided in Paragraph 10Aiii or 10B, below, no person shall make, or allow to be made, any alteration, improvement, or disturbance in, to, or about the Property which disturbs any engineering control or equipment required as part of a U.S. EPA response action at the Property without first obtaining written permission from U.S. EPA and, if applicable, a soil remedial action permit modification pursuant to N.J.A.C. 7:26C-7. Nothing herein shall constitute a waiver of the obligation of any person to comply with all applicable laws and regulations including, without limitation, the applicable rules of the Occupational Safety and Health Administration.

iii. Notwithstanding subparagraph 10Aii., above, a soil remedial action permit modification from the Department or permission from U.S. EPA is not required for any alteration, improvement, or disturbance of an engineering control or equipment required as part of a U.S. EPA response action, provided that the owner, lessee or operator:

(A) Notifies the Department of the activity by calling the DEP Hotline, at 1-877-WARN-DEP or 1-877-927-6337, within twenty-four (24) hours after the beginning of each alteration, improvement, or disturbance;

(B) Restores any disturbance of an engineering control to pre-disturbance conditions within sixty (60) calendar days after the initiation of the alteration, improvement or disturbance;

(C) Ensures that all applicable worker health and safety laws and regulations are followed during the alteration, improvement, or disturbance, and during the restoration;

(D) Ensures that human exposure to contamination in excess of applicable standards does not occur; and

(E) Describes, in the next biennial certification the nature of the alteration, improvement, or disturbance, the dates and duration of the alteration, improvement, or disturbance, the name of key individuals and their affiliations conducting the alteration, improvement, or disturbance, a description of the notice the Owner gave to those persons prior to the disturbance.

10B. EMERGENCIES. In the event of an emergency which presents, or may present, an unacceptable risk to the public health and safety, or to the environment, or immediate environmental concern, see N.J.S.A. 58:10C-2, any person may temporarily breach an engineering control provided that that person complies with each of the following:

i. Immediately notifies the Department of the emergency, by calling the DEP Hotline at 1-877-WARNDEP or 1-877-927-6337;

ii. Immediately notifies the EPA National Response Center at (800) 424-8802;

iii. Hires a Licensed Site Remediation Professional (unless the Restricted Areas includes an unregulated heating oil tank) or other appropriate contractors to respond to the emergency;

iv. Limits both the actual disturbance and the time needed for the disturbance to the minimum reasonably necessary to adequately respond to the emergency;

v. Implements all measures necessary to limit actual or potential, present or future risk of exposure to humans or the environment to the contamination;

vi. Notifies the Department when the emergency or immediate environmental concern has ended by calling the DEP Hotline at 1-877-WARNDEP or 1-877-927-6337; and

vii. Restores the engineering control to the pre-emergency conditions as soon as possible, and provides notification to the Department of Environmental Protection and the U.S. EPA within sixty (60) calendar days after completion of the restoration of the engineering control, including: (a) the nature and likely cause of the emergency; (b) the potential discharges of or exposures to contaminants, if any, that may have occurred; (c) the measures that have been taken to mitigate the effects of the emergency on human health and the environment; (d) the measures completed or implemented to restore the engineering control; and (e) the changes to

the engineering control or site operation and maintenance plan to prevent reoccurrence of such conditions in the future.

10C. Nothing in this Section 10 shall prohibit or require any notice or other extraordinary measures by the Owner (or subsequent owners and lessees) in the event of either (a) routine plant operations, maintenance or repair activities (including excavation or other subsurface disturbance activities), or (b) an emergency relating to plant operations or utilities, which could not reasonably be expected to have any material impact or other adverse effect on any Restricted Area, engineering control or equipment at the Site that is required as part of a U.S. EPA response action at the Property.

11. TERMINATION OF DEED NOTICE.

i. If Owner obtains written approval from EPA, this Deed Notice may be terminated by the filing of a Termination of Deed Notice, available at N.J.A.C. 7:26C Appendix C, with the office of the Register of Deeds and Mortgages of Warren County, New Jersey, expressly terminating this Deed Notice.

ii. Within thirty (30) calendar days after Owner obtains the written approval from EPA and files the Termination of Deed Notice, whichever occurs later, the Owner of the property may apply to the Department for termination of the soil remedial action permit pursuant to N.J.A.C. 7:26C-7.

12. ACCESS. As set forth in the Consent Decree, the Owner, and the subsequent owners, lessees and operators agree to allow the U.S. EPA, the Department, and/or any or all of the Primary or Secondary Settling Defendants or Rio Tinto as defined in the Consent Decree, their agents and representatives, access to the Property at reasonable times to inspect and evaluate the continued protectiveness of the remedial action that includes this Deed Notice and to conduct additional remediation to ensure the protection of the public health and safety and of the environment if the subsequent owners, lessees and operators, during their ownership, tenancy, or operation, and the Owner fail to conduct such remediation pursuant to this Deed Notice as required by law. Access shall be coordinated in a manner to minimize adverse impacts on operations at the Property. The Owner, and the subsequent owners and lessees, shall also cause all leases, subleases, grants, and other written transfers of any ownership or leasehold interest in the Restricted Areas to contain a provision expressly requiring that all such transferees provide such access to the U.S. EPA, the Department, and/or any or all of the Primary or Secondary Settling Defendants or Rio Tinto as defined in the Consent Decree.

13. ENFORCEMENT OF VIOLATIONS.

i. This Deed Notice itself is not intended to create any interest in real estate in favor of the U.S. EPA or the Department, nor to create a lien against the Property, but merely is intended to provide notice of certain conditions and restrictions on the Property and to reflect the regulatory and statutory obligations imposed as a conditional remedial action for this site.

ii. The restrictions provided herein may be enforceable by the Department and/or EPA against any person who violates this Deed Notice. To enforce violations of this Deed Notice, the Department may initiate one or more enforcement actions pursuant to N.J.S.A. 58:10-23.11, and N.J.S.A. 58:10C, and require additional remediation and assess damages pursuant to

N.J.S.A. 58:10-23.11, and N.J.S.A. 58:10C. Notwithstanding any other provision of this Deed Notice, the U.S. EPA, and/or any or all of the Primary or Secondary Settling Defendants or Rio Tinto as defined in the Consent Decree are hereby designated as third-party beneficiaries of this Notice allowing any or all to maintain the right to enforce the restrictions memorialized herein without acquiring any interest in the Property.

14. SEVERABILITY. If any court of competent jurisdiction determines that any provision of this Deed Notice requires modification, such provision shall be deemed to have been modified automatically to conform to such requirements. If a court of competent jurisdiction determines that any provision of this Deed Notice is invalid or unenforceable and the provision is of such a nature that it cannot be modified, the provision shall be deemed deleted from this instrument as though the provision had never been included herein. In either case, the remaining provisions of this Deed Notice shall remain in full force and effect.

15A. EXHIBIT A. Exhibit A, which will be recorded with a Supplemental Deed Notice, will include the following maps of the Property and the vicinity:

- i. Exhibit A-1: Vicinity Map - A map that identifies by name the roads, and other important geographical features in the vicinity of the Property (for example, USGS Quad map, county maps);
- ii. Exhibit A-2: Metes and Bounds Description - A tax map of lots and blocks as well as metes and bounds description of the Property, including reference to tax lot and block numbers for the Property;
- iii. Exhibit A-3: Property Map - A scaled map of the Property, scaled at one inch to 200 feet or less, and if more than one map is submitted, the maps shall be presented as overlays, keyed to a base map; and the Property Map shall include diagrams of major surface topographical features such as buildings, roads, and parking lots.

15B. EXHIBIT B. Exhibit B, which will be recorded with a Supplemental Deed Notice, will include the following descriptions of the Restricted Areas:

- i. Exhibit B-1: Restricted Area Map - A separate map for each restricted area that includes:
 - (A) As-built diagrams of each engineering control, including caps, fences, ground water monitoring wells, extent of the ground water classification exception area, groundwater, treatment systems, including affiliated structures, piping systems, injection wells, extraction wells, and any contingency extraction or injection wells, and vapor intrusion mitigation systems that currently are in place or any additional systems that may be required as part of a ground water or soil engineering control in addition to the deed notice;
 - (B) As-built diagrams of any buildings, roads, parking lots and other structures that function as engineering controls; and
 - (C) Designation of all soil, sediment, groundwater and vapor sample locations within the restricted areas that exceed any soil or sediment standard that are keyed into one of the tables described in the following paragraph.

ii. Exhibit B-2: Restricted Area Data Table - A separate table for each restricted area that includes either (A) or (B) through (F):

(A) Only for historic fill extending over the entire site or a portion of the site and for which analytical data are limited or do not exist, a narrative that states that historic fill is present at the site, a description of the fill material (e.g., ash, cinders, brick, dredge material), and a statement that such material may include, but is not limited to, contaminants such as PAHs and metals;

(B) Sample location designation from Restricted Area map (Exhibit B-1);

(C) Sample elevation based upon mean sea level;

(D) Name and chemical abstract service registry number of each contaminant with a concentration that exceeds the unrestricted use standard;

(E) The restricted and unrestricted use standards for each contaminant in the table; and

(F) The remaining concentration of each contaminant at each sample location at each elevation.

15C. EXHIBIT C. Exhibit C, which will be recorded with a Supplemental Deed Notice, will include narrative descriptions of the institutional controls as follows:

i. Exhibit C-1: Deed Notice as Institutional Control: Exhibit C-1 includes a narrative description of the restriction and obligations of this Deed Notice that are in addition to those described above, as follows:

(A) Description and estimated size of the Restricted Areas as described above;

(B) Description of the restrictions on the Property by operation of this Deed Notice; and

(C) The objective of the restrictions.

16. SIGNATURES. IN WITNESS WHEREOF, Owner has executed this Deed Notice as of the date first written above.

ATTEST:

Albéa Americas, Inc.

By Laurent CLASSE Treasurer
[Print name and title]

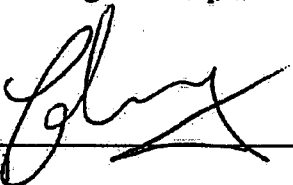
[Signature]

LAURENT CLASSE

STATE OF NEW JERSEY SS.:
COUNTY OF WARREN

I certify that on MARCH 31, 2015, LAURENT CLASSE personally came before me, and this person acknowledged under oath, to my satisfaction, that:

- (a) this person is the TREASURER, of the corporation named in this document;
- (b) this person is the attesting witness to the signing of this document by the proper corporate officer who is the TREASURER;
- (c) this document was signed and delivered by the corporation as its voluntary act and was duly authorized;
- (d) this person signed this proof to attest to the truth of these facts.



[Signature]

Laurent CLASSE Treasurer

[Print name and title of attesting witness]

Signed and sworn before me on MARCH 31, 2015


_____, Notary Public

ELIZABETH RILLORAZA

[Print name and title]

Elizabeth Rilloraza
Notary Public of New Jersey
Commission Expires
3/24/2018