

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 3

FILED

May 13, 2026

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**U.S. EPA REGION 3
HEARING CLERK**

IN THE MATTER OF:)
) EPA Docket No.
) CERCLA-03-2026-0157DC
)
BAGHURST DRIVE)
SUPERFUND SITE)
Upper Salford Township, Montgomery)
County, Pennsylvania)
)
Anita J. Miller)
)
SETTLING PARTY)
) PROCEEDING UNDER
) SECTION 122(g)(4) OF CERCLA
) 42 U.S.C. § 9622(g)(4)
)

Administrative Settlement Agreement and Order on Consent

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I. JURISDICTION

1. This Administrative Settlement Agreement and Order on Consent (“Settlement Agreement”) is issued pursuant to the authority vested in the President of the United States by Section 122(g)(4) of the Comprehensive Environmental Response, Compensation, and Liability Act (“CERCLA”), as amended, to reach settlements in actions under Section 106 or 107 of CERCLA. The authority vested in the President has been delegated to the Administrator of the U.S. Environmental Protection Agency (“EPA”) by Executive Order 12580, 52 Fed. Reg. 2923 (Jan. 29, 1987), and further delegated to the Regional Administrators of the EPA by EPA Delegation No. 14-14-E (*De Minimis* Settlements) and No. 14-14-D Cost Recovery Non-Judicial Agreements. It was redelegated to the Director of the Superfund and Emergency Management Division on April 15, 2019, by EPA Region III Delegation No. 14-14-D.
2. This Settlement Agreement is issued to Ms. Anita Miller (“Settling Party”). Settling Party agrees to undertake all actions required by this Settlement Agreement. Settling Party further consents to and will not contest EPA’s jurisdiction to issue this Settlement Agreement or to implement or enforce its terms.
3. EPA and Settling Party agree that the actions undertaken by Settling Party in accordance with this Settlement Agreement do not constitute an admission of any liability by Settling Party. Settling Party does not admit, and retains the right to controvert in any subsequent proceedings other than proceedings to implement or enforce this Settlement Agreement, the validity of the Statement of Facts or Determinations contained in Sections V and VI, respectively, of this Settlement Agreement.

II. PARTIES BOUND

4. This Settlement Agreement shall apply to and be binding upon EPA and upon Settling Party and Settling Party’s heirs, successors, and assigns. Any change in ownership or corporate or other legal status of Settling Party, including but not limited to, any transfer of assets or real or personal property, shall in no way alter Settling Party’s responsibilities under this Settlement Agreement. Each signatory to this Settlement Agreement certifies that he or she is authorized to enter into the terms and conditions of this Settlement Agreement and to execute and bind legally the party represented by him or her.

III. STATEMENT OF PURPOSE

5. By entering into this Settlement Agreement, the mutual objective of the Parties is to reach a final settlement between the Parties with respect to the Site pursuant to Section 122(g)(1)(B) of CERCLA, 42 U.S.C. § 6922(g)(1)(B) that allows Settling Party to provide valuable consideration to EPA to resolve Settling Party's alleged civil liability under Sections 106 and 107 of CERCLA, 42 U.S.C. §§ 9606 and 9607, for injunctive relief with regard to the Site and for response costs incurred and to be incurred at or in connection with the Site, thereby reducing litigation related to the Site.

IV. DEFINITIONS

6. Unless otherwise expressly provided in this Settlement Agreement, terms used in this Settlement Agreement that are defined in CERCLA or in regulations promulgated under CERCLA shall have the meanings assigned to them in the statute or regulations. Whenever the terms listed below are used in this Settlement Agreement, the following definitions shall apply:

"CERCLA" shall mean the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, 42 U.S.C. §§ 9601-9675.

"Day" or "day" shall mean a calendar day. In computing any period of time under this Settlement Agreement, where the last day would fall on a Saturday, Sunday, or federal or State holiday, the period shall run until the close of business of the next working day.

"DOJ" shall mean the U.S. Department of Justice and its successor departments, agencies, or instrumentalities.

"Effective Date" shall mean the effective date of this Settlement Agreement as provided by Section XVIII. "EPA" shall mean the U.S. Environmental Protection Agency.

"EPA Hazardous Substance Superfund" shall mean the Hazardous Substance Superfund established by the Internal Revenue Code, 26 U.S.C. § 9507.

"Financial Information" shall mean those financial documents identified in Appendix C.

"National Contingency Plan" or "NCP" shall mean the National Oil and Hazardous Substances Pollution Contingency Plan promulgated pursuant to Section 105 of CERCLA, 42 U.S.C. § 9605, codified at 40 C.F.R. Part 300, and any amendments thereto.

"Paragraph" shall mean a portion of this Settlement Agreement identified by an Arabic numeral or an upper- or lower-case letter.

“Parties” shall mean EPA and Settling Party.

“Property” shall mean the approximate 52-acre farm property owned by Settling Party and located at 1926 Hendricks Road, in Salford, Montgomery County, Pennsylvania. It is designated by the following property description: county tax parcel no. 62-00448-00-6. The latitude and longitude of the center of the Property is 40° 18' 15.7968" (40.304388) north latitude and -75° 27' 12.9774" (75.453605) west longitude, as measured around the intersection of Hendricks Road and Baghurst Drive.

“RCRA” shall mean the Solid Waste Disposal Act, as amended, 42 U.S.C. §§ 6901-6992 (also known as the Resource Conservation and Recovery Act).

“Record of Decision” or “ROD” shall mean the EPA decision document in which EPA selected the remedial action relating to the Site signed on May, 2022, by the Regional Administrator, EPA Region 3, and all attachments thereto. The ROD is attached as Appendix D.

“Remedial Action” shall mean the remedial action selected in the ROD.

“Settling Party” shall mean Ms. Anita Miller.

“Section” shall mean a portion of this Settlement Agreement identified by a Roman numeral.

“Settlement Agreement” shall mean this Administrative Settlement Agreement and Order on Consent and all appendices attached hereto. In the event of conflict between this Settlement Agreement and any appendix, the Settlement Agreement shall control.

“Site” shall mean the Baghurst Drive Superfund Site, encompassing approximately 61 acres, located within the northwest portion of Upper Salford Township, Montgomery County, Pennsylvania, as generally shown on the map included in Appendix A.

“State” shall mean the Commonwealth of Pennsylvania.

“Transfer” shall mean to sell, assign, convey, lease, mortgage, or grant a security interest in, or where used as a noun, a sale, assignment, conveyance, or other disposition of any interest by operation of law or otherwise.

“United States” shall mean the United States of America and each department, agency, and instrumentality of the United States, including EPA.

V. STATEMENT OF FACTS

7. The Site is located within the northwestern portion of Upper Salford Township, Montgomery County, Pennsylvania. The Site consists of approximately 61 acres and is adjacent to the Perkiomen Creek. The Site includes an adjacent parcel of real property located at 2100 Hendricks Road, approximately 27 surrounding residences in the Baghurst Drive Residential Community whose wells have been affected by releases from the Site, the areal extent of a contaminated groundwater plume, and the Property that is owned by Anita J. Miller. The Property was formerly used for agricultural purposes.
8. In 2014, EPA added the Site to the National Priorities List.
9. Hazardous substances have been or are threatened to be released at or from the Site. EPA's Remedial Investigation was completed in 2019 and it was determined that the source of contamination is attributed to releases that occurred at the Property. Contaminants of concern ("COC") were identified in soil and groundwater and include: 1,1,1-trichloroethane ("1,1,1-TCA"), 1,1,2-Trichloroethane ("1,1,2-TCA"), Trichloroethylene ("TCE"), 1,1-Dichloroethene ("DCE"), 1,1-Dichloroethane ("DCA"), 1,2-DCA, chloroform, 1,4-dioxane, and Vinyl Chloride. The highest levels of COCs were of 1,1,1-TCA, which is concentrated in three hot spot areas, known as Hot Spot Area A, Hot Spot Area B, and the Source Area. See Appendix A. The largest hot spot (Hot Spot Area B) occurs along the entire eastern border of the Property. The Source Area is located along and within the tree line in the northwestern quadrant of the Property. Hot Spot Area A is much smaller and is located east of the tree line, near the Source Area.
10. As a result of the release or threatened release of hazardous substances, EPA has undertaken response actions at or in connection with the Site under Section 104 of CERCLA, 42 U.S.C. § 9604, and will undertake response actions in the future. In June 2014, EPA performed a removal site evaluation under Section 300.410 of the National Contingency Plan ("NCP") for the residential wells impacted by the groundwater plume, including the common well serving 10 residences. This evaluation prompted EPA to initiate a time-critical removal action in 2014 in accordance with Section 300.415 of the NCP.
11. EPA finalized a Record of Decision on May 18, 2022 ("ROD") in which it selected the Remedial Action for the Site. The Remedial Action includes the following activity and use limitations: (i) the installation of new groundwater wells at the Site is prohibited without the prior written approval of the EPA, in consultation with PADEP, to minimize human exposure to unacceptable levels of contamination in groundwater; (ii) the disturbance of any component of the Selected Remedy is prohibited without the prior written approval of the EPA, in consultation with PADEP, to ensure the integrity of the remedial action; and (iii) prior written approval of the EPA, in consultation with PADEP, is required for the construction of any new structures intended for human use and occupancy to minimize human exposure to unacceptable levels of vapor intrusion.

12. In performing response actions at or in connection with the Site, EPA has incurred costs that exceed \$500,000, and will continue to incur response costs at or in connection with the Site.
13. Robert J. Miller and his wife, the Settling Party, acquired the first parcels comprising the Property in 1963. The remaining parcels, comprising the rest of the Property, were acquired by Settling Party and her husband in 1972, 1976, and 1981.
14. Settling Party represents that she is the owner of the Property which is part of the Site; did not conduct or permit the generation, transportation, storage, treatment, or disposal of any hazardous substance at the Site; did not contribute to the release or threat of release of a hazardous substance at the Site through any action or omission; and did not purchase the Property with actual or constructive knowledge that the Property was used for the generation, transportation, storage, treatment, or disposal of any hazardous substance.
15. EPA has reviewed the Financial Information and Insurance Information submitted by Settling Party to determine whether she has an inability or a limited ability to pay response costs incurred and to be incurred at the Site, taking into consideration the ability of such party to pay response costs.
16. An Ability to Pay Financial Analysis was conducted to assess Settling Party's ability to pay towards clean-up costs incurred by the EPA at the Site. Estimated costs for clean-up range between \$20-30 million for past and future expenses. The documentation reviewed as part of the analysis included personal federal income tax returns (2018-2022), a collection information statement for wage earners, and individual asset reports. The conclusion of the analysis is that Settling Party has a limited ability to pay for the response costs.

VI. DETERMINATIONS

17. Based upon the Statement of Facts set forth above and on the administrative record for this Site, EPA has determined that:
 - a. The Baghurst Superfund Site is a "facility" as that term is defined in Section 101(9) of CERCLA, 42 U.S.C. § 9601(9).
 - b. Settling Party is a "person" as that term is defined in Section 101(21) of CERCLA, 42 U.S.C. § 9601(21).
 - c. The Settling Party is an "owner," as defined in Section 101(20) of CERCLA, 42 U.S.C. § 9601(20), and within the meaning of Section 107(a)(1) of CERCLA, 42 U.S.C. § 9607(a)(1), of a "facility," as defined in Section 101(9) of CERCLA, 42 U.S.C. § 9601(9), and is a "potentially responsible party" within the meaning of Section 122(g)(1) of CERCLA, 42 U.S.C. § 9622(g)(1).

- d. There has been an actual or threatened “release” of a “hazardous substance” from the Site as those terms are defined in Sections 101(22) and (14) of CERCLA, 42 U.S.C. §§ 9601(22) and (14).
- e. The actual or threatened “release” caused the incurrence of response costs.
- f. Prompt settlement with Settling Party is practicable and in the public interest within the meaning of Section 122(g)(1) of CERCLA, 42 U.S.C. § 9622(g)(1).
- g. Settling Party is eligible for a *de minimis* settlement pursuant to Section 122(g)(1)(B) of CERCLA, 42 U.S.C. § 9622(g)(1)(B).
- h. Based upon the Financial Information and Insurance Information provided by Settling Party, EPA has determined that Settling Party has limited ability to pay for response costs incurred and to be incurred at the Site.

VII. SETTLEMENT AGREEMENT AND ORDER

18. Based upon the administrative record for the Site and the Statement of Facts and Determinations set forth above, and in consideration of the promises and covenants set forth in this Settlement Agreement, the following is hereby AGREED TO AND ORDERED:

A. Property Requirements

19. Agreements Regarding Access and Non-Interference. The Settling Party shall, with respect to her Property:
- i. Provide the EPA, the State, and their representatives, contractors, and subcontractors with access at all reasonable times to her Property to conduct any activity relating to response actions at the Site including the following activities:
 - (1) Verifying any data or information submitted to the EPA or the State;
 - (2) Conducting investigations regarding contamination at or near the Site;
 - (3) Obtaining samples;
 - (4) Assessing the need for, planning, implementing, or monitoring response actions;
 - (5) Assessing Settling Party’s compliance with the Settlement Agreement;

- (6) Determining whether the Property is being used in a manner that is prohibited or restricted, or that may need to be prohibited or restricted under the Settlement Agreement; and
 - (7) Implementing, monitoring, maintaining, reporting on, and enforcing any institutional controls or any land, water, or other resource use restrictions regarding the Property.
- j. Refrain from using its Property in any manner that EPA determines will (i) pose an unacceptable risk to human health or to the environment due to exposure to hazardous substances or (ii) interfere with or adversely affect the implementation, integrity, or protectiveness of the Selected Remedy at the Site, including the following restrictions:
 - (1) the installation of new groundwater wells at the Site is prohibited without the prior written approval of EPA, in consultation with PADEP, to minimize human exposure to unacceptable levels of contamination in groundwater;
 - (2) the disturbance of any component of the Selected Remedy is prohibited without prior written approval of the EPA, in consultation with PADEP, to ensure the integrity of the remedial action; and
 - (3) prior written approval of the EPA, in consultation with PADEP, is required for the construction of any new structures intended for human use and occupancy to minimize human exposure to unacceptable levels of vapor intrusion.

20. Environmental Covenant.

Settling Party shall, within 90 days after the Effective Date, execute and record an Environmental Covenant for the Property consistent with the environmental covenant in Appendix B in the Office of the Recorder for Montgomery County, Pennsylvania, in accordance with the procedures of this Paragraph and pursuant to Sections 6501-6517 of the Pennsylvania Uniform Environmental Covenants Act, 27 Pa. C.S. §§ 6501-6517. The Environmental Covenant shall grant the right for the EPA to enforce the land, water, or other resource use restrictions set forth in Appendix B and enforceable under the laws of the Commonwealth of Pennsylvania.

- 21. Recording and Notification of Environmental Covenant.** Settling Party shall, within 90 days after the Effective Date, record the Environmental Covenant and instruments in the Office of the Recorder for Montgomery County, Pennsylvania in accordance with the Pennsylvania Uniform Environmental Covenants Act, 27 Pa. C.S. §§ 6501-6517.

22. If EPA determines in a decision document prepared in accordance with the NCP that institutional controls in the form of state or local laws, regulations, ordinances, zoning restrictions, or other governmental controls or notices are needed regarding the Property, Settling Party shall cooperate with EPA's and the State's efforts to secure and ensure compliance with such institutional controls.
23. **Notice to Successors-in-Title.**
- a. Settling Party shall, within 15 days after the Effective Date, submit for EPA approval a notice to be filed regarding the Property in the appropriate land records. The notice must: (1) include a proper legal description of the Property; (2) provide notice to all successors-in-title: (i) that the Property is part of, or related to, the Site; (ii) that EPA has selected a response action for the Site; and (3) identify the document requiring implementation of the response action, including, if applicable, the name and civil action or docket number of the matter. Settling Party shall record the notice within 10 days after EPA's approval of the notice and submit to EPA, within 10 days thereafter, a certified copy of the recorded notice.
- b. Settling Party shall, prior to entering into a contract to Transfer her Property, or 60 days prior to Transferring its Property, whichever is earlier:
- (1) Notify the proposed transferee that EPA has selected a response action regarding the Site; and
- (2) Notify EPA and the State of the name and address of the proposed transferee and provide EPA and the State with a copy of the above notice that it provided to the proposed transferee.
24. Notwithstanding any provision of this Settlement Agreement, EPA and the State retain all of their access authorities and rights, as well as all of their rights to require institutional controls, including enforcement authorities related thereto, under CERCLA, RCRA, and any other applicable statute or regulations.

B. Due Care and Cooperation Requirements

25. Nothing in this Settlement Agreement shall be construed to relieve Settling Party of Settling Party's duty to exercise due care with respect to the hazardous substances at the Site or Settling Party's duty to comply with all applicable local, State, and federal laws and regulations.
26. Settling Party agrees to cooperate fully with EPA in the implementation of response actions at the Site and further agrees not to interfere with such response actions. EPA agrees, consistent with its responsibilities under applicable law, to use reasonable efforts to minimize any interference with Settling Party's operations by such entry and response. In the event Settling Party becomes aware of any action or occurrence that causes or threatens a release of hazardous substances, pollutants, or contaminants at or

from the Site that constitutes an emergency situation or may present an immediate threat to public health or welfare or the environment, Settling Party shall immediately take all appropriate action to prevent, abate, or minimize such release or threat of release, and shall, in addition to complying with any applicable notification requirements under Section 103 of CERCLA, 42 U.S.C. § 9603, or any other law, immediately notify EPA of such release or threatened release.

VIII. FAILURE TO COMPLY WITH SETTLEMENT AGREEMENT

27. If Settling Party fails to comply with the requirements of this Settlement Agreement, the United States may, in addition to any other available remedies or sanctions, bring an action against Settling Party seeking injunctive relief to compel compliance with this Settlement Agreement and/or seeking civil penalties under Section 122(l) of CERCLA, 42 U.S.C. § 9622(l), for the failure to comply.

IX. CERTIFICATION OF SETTLING PARTY

28. By signing this Settlement Agreement, Settling Party certifies that, to the best of her knowledge and belief, she:
- a. has conducted a thorough, comprehensive, good faith search for documents, and has fully and accurately disclosed to EPA, all information currently in her possession, or in the possession of her employees, contractors, or agents, that relates in any way to the ownership, operation, or control of the Site, or to the ownership, possession, generation, treatment, transportation, storage, or disposal of a hazardous substance, pollutant, or contaminant at or in connection with the Site;
 - b. has not altered, mutilated, discarded, destroyed, or otherwise disposed of any records, reports, documents, or other information (including records, reports, documents, or other information in electronic form) (other than identical copies) relating to her potential liability regarding the Site since notification of potential liability by the United States or the State; and
 - c. has and will comply fully with any and all EPA and State requests for information regarding the Site pursuant to Sections 104(e), 122(e)(3)(B), and 122(g)(8) of CERCLA, 42 U.S.C. §§ 9604(e), 9622(e)(3)(B), and 9622(g)(8), and Section 3007 of RCRA, 42 U.S.C. § 6927, and state law.
 - d. Settling Party further certifies that she (1) has submitted to EPA financial information that fairly, accurately, and materially sets forth its financial circumstances, and that those circumstances have not materially changed between the time the financial information was submitted to EPA and the

time Settling Party executes this Settlement Agreement and (2) fully disclosed any information regarding the existence of any insurance policies or indemnity agreements that may cover claims relating to cleanup of the Site, and submitted to EPA upon request such insurance policies, indemnity agreements, and information.

X. COVENANTS BY THE EPA

29. Except as specifically provided in Section XI (Reservations of Rights by EPA), the EPA covenants not to sue or take administrative action against Settling Party, including Settling Party's heirs, pursuant to Section 106 or 107 of CERCLA, 42 U.S.C. § 9606 or 9607, relating to the Site. With respect to present and future liability, these covenants shall take effect upon the Effective Date. These covenants are conditioned upon the satisfactory performance by Settling Party of all obligations under this Settlement Agreement and the veracity and completeness of the Financial Information provided to EPA by Settling Party and the financial certification made by Settling Party in Section XI. These covenants extend to the successors of the Settling Party but only to the extent that the alleged liability of the successor of the Settling Party is based solely on its status as a successor the Settling Party.

XI. RESERVATIONS OF RIGHTS BY UNITED STATES

30. The United States reserves, and this Settlement Agreement is without prejudice to, all rights against Settling Party with respect to all matters not expressly included within Section XII (Covenants by United States). Notwithstanding any other provision of the Settlement Agreement, the United States reserves all rights against Settling Party with respect to:
- a. liability for failure by Settling Party to meet a requirement of this Settlement Agreement;
 - b. liability as a result of failure to exercise due care with respect to hazardous substances at the Site;
 - c. liability resulting from exacerbation by Settling Party of the release or threat of release of hazardous substances from the Site;
 - d. criminal liability;
 - e. liability for damages for injury to, destruction of, or loss of natural resources, and for the costs of any natural resource damage assessments;
 - f. liability based on the operation of the Site by Settling Party; and

- g. liability based on Settling Party's transportation, treatment, storage, or disposal, or arrangement for transportation, treatment, storage, or disposal of a hazardous substance or a solid waste at or in connection with the Site, after signature of this Settlement Agreement by Settling Party.
- 31. Notwithstanding any other provision of this Settlement Agreement, EPA reserves, and this Settlement Agreement is without prejudice to, the right to reinstitute or reopen this action, or to commence a new action seeking relief other than as provided in this Settlement Agreement if the Financial Information or the Insurance Information provided by Settling Parties, or the financial and insurance certification made by Settling Party in Paragraph IX is false or, in any material respect, inaccurate.
- 32. Nothing in this Settlement Agreement constitutes a covenant not to sue or to take action or otherwise limits the ability of the United States, including EPA, to seek or obtain further relief from Settling Party, and the Covenants by United States in Section XII are null and void, if information not currently known to EPA is discovered that indicates that Settling Party fails to meet any of the criteria specified in Section 122(g)(1)(B) of CERCLA.

XII. COVENANTS BY SETTLING PARTY

- 33. Settling Party covenants not to sue and agrees not to assert any claims or causes of action against the United States or its contractors or employees with respect to the Site or this Settlement Agreement including, but not limited to:
 - a. any direct or indirect claim for reimbursement from the EPA Hazardous Substance Superfund based on Section 106(b)(2), 107, 111, 112, or 113 of CERCLA, 42 U.S.C. § 9606(b)(2), 9607, 9611, 9612, or 9613, or any other provision of law;
 - b. any claim arising out of response actions at or in connection with the Site including any claim under the United States Constitution, the Constitution of the Commonwealth of Pennsylvania, the Tucker Act, 28 U.S.C. § 1491, the Equal Access to Justice Act, 28 U.S.C. § 2412, or at common law; and
 - c. any claim pursuant to Sections 107 and 113 of CERCLA, 42 U.S.C. §§ 9607 and 9613, Section 7002(a) of RCRA, 42 U.S.C. § 6972(a), or state law relating to the Site.
- 34. Except as provided in Paragraph 32 (waiver of claims) the covenants in this Section shall not apply in the event the United States brings a cause of action or issues an order pursuant to any of the reservations set forth in Section XI (Reservations of Rights by United States), other than in Paragraph 30.a (liability for failure to meet a requirement

of the Settlement Agreement) or 30.d (criminal liability), but only to the extent that Settling Party's claims arise from the same response action, response costs, or damages that the United States is seeking pursuant to the applicable reservation.

35. Nothing in this Settlement Agreement shall be deemed to constitute preauthorization or approval of a claim within the meaning of Section 111 of CERCLA, 42 U.S.C. § 9611, or 40 C.F.R. § 300.700(d).
36. Settling Party agrees not to assert any claims and to waive all claims or causes of action (including but not limited to claims or causes of action under Section 107(a) or 113 of CERCLA) that it may have for response costs relating to the Site against any other person who is a potentially responsible party under CERCLA at the Site. This waiver shall not apply with respect to any defense, claim, or cause of action that Settling Party may have against any person if such person asserts a claim or cause of action relating to the Site against Settling Party; nor shall it apply to any defense, claim, or cause of action arising out of action undertaken by Settling Party in response to a release or threat of release in accordance with Paragraph 25 (emergency response).

XIII. EFFECT OF SETTLEMENT/CONTRIBUTION

37. Except as provided in Paragraph 32 (waiver of claims), nothing in this Settlement Agreement shall be construed to create any rights in, or grant any cause of action to, any person not a Party to this Settlement Agreement. Except as provided in Section XII (Covenants by Settling Party), the United States and Settling Party expressly reserve any and all rights (including, but not limited to, pursuant to Section 113 of CERCLA, 42 U.S.C. § 9613), defenses, claims, demands, and causes of action that they may have with respect to any matter, transaction, or occurrence relating in any way to the Site against any person not a Party hereto. Nothing in this Settlement Agreement diminishes the right of the United States, pursuant to Section 113(f)(2) and (3) of CERCLA, 42 U.S.C. § 9613(f)(2)-(3), to pursue any such persons to obtain additional response costs or response action and to enter into settlements that give rise to contribution protection pursuant to Section 113(f)(2).
38. The Parties agree that this Settlement Agreement constitutes an administrative settlement pursuant to which Settling Party has, as of the Effective Date, resolved liability to the United States within the meaning of Sections 113(f)(2) and 122(g)(5) of CERCLA, 42 U.S.C. §§ 9613(f)(2) and 122(g)(5), and is entitled, as of the Effective Date, to protection from contribution actions or claims as provided by Sections 113(f)(2) and 122(g)(5) of CERCLA, or as may be otherwise provided by law, for the "matters addressed" in this Settlement Agreement. The "matters addressed" in this Settlement Agreement are all response actions taken or to be taken and all response costs incurred or to be incurred, at or in connection with the Site, by the United States or any other person, except for the State; provided, however, that if the United States exercises rights under the reservations in Section XI (Reservations of Rights by United States),

other than in Paragraph 30.a (liability for failure to meet a requirement of the Settlement Agreement) or 30.d (criminal liability), the “matters addressed” in this Settlement Agreement will no longer include those response costs or response actions that are within the scope of the exercised reservation.

39. The Parties further agree that this Settlement Agreement constitutes an administrative settlement pursuant to which Settling Party has, as of the Effective Date, resolved liability to the United States within the meaning of Section 113(f)(3)(B) of CERCLA, 42 U.S.C. § 9613(f)(3)(B).
40. Settling Party shall, with respect to any suit or claim brought by it for matters related to this Settlement Agreement, notify EPA in writing no later than 60 days prior to the initiation of such suit or claim. Settling Party shall, with respect to any suit or claim brought against it for matters related to this Settlement Agreement, notify EPA in writing within 10 days after service of the complaint or claim upon it. In addition, Settling Party shall notify EPA within 10 days after service or receipt of any Motion for Summary Judgment and within 10 days after receipt of any order from a court setting a case for trial, for matters related to this Settlement Agreement.
41. In any subsequent administrative or judicial proceeding initiated by the United States for injunctive relief, recovery of response costs, or other relief relating to the Site, Settling Party shall not assert, and may not maintain, any defense or claim based upon the principles of waiver, res judicata, collateral estoppel, issue preclusion, claim-splitting, or other defenses based upon any contention that the claims raised in the subsequent proceeding were or should have been brought in the instant action; provided, however, that nothing in this Paragraph affects the enforceability of the Covenants by United States set forth in Section X.
42. Effective upon signature of this Settlement Agreement by Settling Party, Settling Party agrees that the time period after the date of her signature shall not be included in computing the running of any statute of limitations potentially applicable to any action brought by the United States related to the “matters addressed” as defined in Paragraph 37, and that, in any action brought by the United States related to the “matters addressed,” Settling Party will not assert, and may not maintain, any defense or claim based upon principles of statute of limitations, waiver, laches, estoppel, or other defense based on the passage of time after her signature of this Settlement Agreement. If EPA gives notice to Settling Party that it will not make this Settlement Agreement effective, the statute of limitations shall begin to run again commencing 90 days after the date such notice is sent by EPA.

XIV. NOTICES AND SUBMISSIONS

43. Whenever, under the terms of this Settlement Agreement, notice is required to be given or a document is required to be sent by one Party to another, it shall be directed to the individuals at the addresses specified below, unless those individuals or their successors give notice of a change to the other Party in writing. Except as otherwise provided, notice to a Party by email (if that option is provided below) or by regular mail in accordance with this Section satisfies any notice requirement of this Settlement Agreement regarding such Party.

As to EPA: Michelle Peck, Remedial Project Manager (RPM)
Superfund and Emergency Management Division (SEMD)
U.S. Environmental Protection Agency
1060 Chapline St Suite 303, Wheeling, WV 26003
peck.michelle@epa.gov
215-814-5192

As to Settling Party: Anita J. Miller
1926 Hendricks Road
Salford, PA 19857

XV. INTEGRATION/APPENDICES

44. This Settlement Agreement and its appendices constitute the final, complete, and exclusive agreement and understanding between the Parties with respect to the settlement embodied in this Settlement Agreement. The Parties acknowledge that there are no representations, agreements, or understandings relating to the settlement other than those expressly contained in this Settlement Agreement. The following appendices are attached to and incorporated into this Settlement Agreement:

“Appendix A” is the map of the Site.

“Appendix B” is the Environmental Covenant.

“Appendix C” identifies the financial documents Settling Party provided to EPA.

“Appendix D” is the ROD, the EPA decision document in which EPA selected the remedial action relating to the Site signed on May, 2022

XVI. PUBLIC COMMENT

45. This Settlement Agreement shall be subject to a public comment period of at least 30 days pursuant to Section 122(i) of CERCLA, 42 U.S.C. § 9622(i). In accordance with Section 122(i)(3) of CERCLA, 42 U.S.C. § 9622(i)(3), EPA may withdraw or withhold its consent to this Settlement Agreement if comments received disclose facts or considerations that indicate that this Settlement Agreement is inappropriate, improper, or inadequate.

XVII. ATTORNEY GENERAL APPROVAL

46. The Attorney General or her designee has approved the settlement embodied in this Settlement Agreement in accordance with Section 122(g)(4) of CERCLA, 42 U.S.C. § 9622(g)(4).

XVIII. EFFECTIVE DATE

47. The effective date of this Settlement Agreement shall be the date upon which EPA issues written notice to Settling Party that the public comment period pursuant to Section XVI (Public Comment) has closed and that comments received, if any, do not require modification of or EPA withdrawal from this Settlement Agreement.

XIX. DISCLAIMER

48. This Settlement Agreement in no way constitutes a finding by EPA as to the risks to human health and the environment that may be posed by contamination at the Site nor constitutes any representation by EPA that the Site is fit for any particular purpose.

*EPA Signature Page for Administrative Settlement Agreement Regarding Baghurst Drive
Superfund Site in Upper Salford Township, Montgomery County, Pennsylvania*

IT IS SO AGREED:

U.S. ENVIRONMENTAL PROTECTION AGENCY:

PAUL LEONARD  Digitally signed by PAUL LEONARD
Date: 2026.03.23 16:35:24 -04'00'

(Electric Signature with Date)

PAUL LEONARD, Director

Superfund & Emergency Management Division

U.S. Environmental Protection Agency – Region 3

Four Penn Center

1600 John F. Kennedy Boulevard

Philadelphia, PA 19103

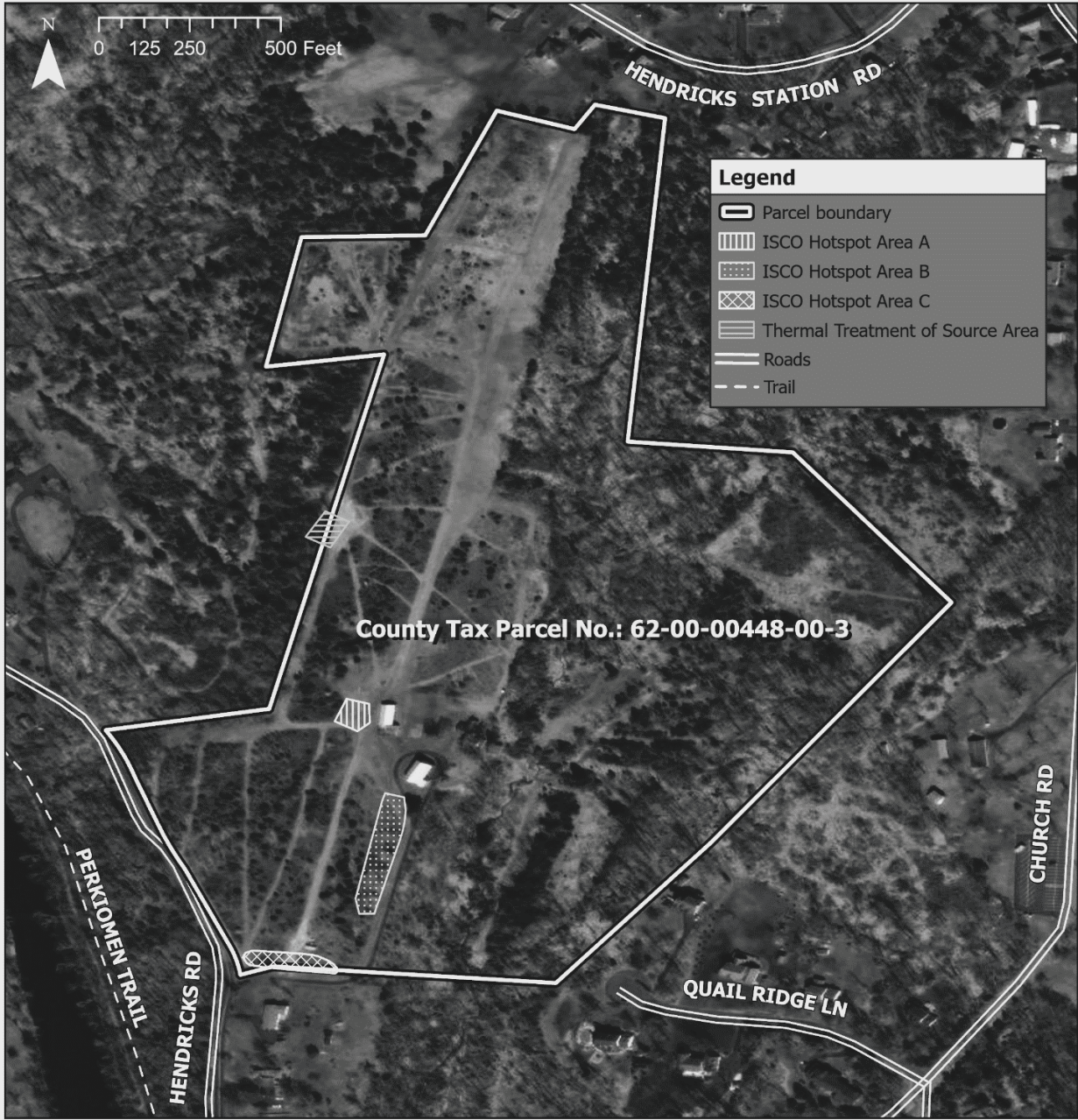
Settling Party Signature Page for Administrative Settlement Agreement Regarding Baghurst Drive Superfund Site in Upper Salford Township, Montgomery County, Pennsylvania

FOR Anita Miller
[Print name of Settling Party]

12/8/25
Dated

Anita Miller
Anita J. Miller

Appendix A



Appendix B

When recorded, return to:
William G. Roark, Esq.
Hamburg, Rubin, Mullin, Maxwell & Lupin, PC
1684 S. Broad Street, Suite 230
P.O. Box 1479
Lansdale, PA 19446-5422

County Tax Parcel No.: 62-00448-00-6

GRANTOR: Anita J. Miller & Robert J. Miller (deceased)

PROPERTY ADDRESS: 1926 Hendricks Road, Salford, PA 18957

ENVIRONMENTAL COVENANT

This document is an Environmental Covenant and is executed pursuant to the Pennsylvania Uniform Environmental Covenants Act, Act No. 68 of 2007, 27 Pa. C.S. §§ 6501 – 6517 (“UECA”). This Environmental Covenant subjects the Property identified in Paragraph 1, below, to the activity and/or use limitations (“AULs”) in this document. As indicated later in this document, this Environmental Covenant has been approved by the U.S. Environmental Protection Agency, (“the EPA”) and the Pennsylvania Department of Environmental Protection (“PADEP”), collectively the “Agencies.”

1. **Property affected.** The property affected (“Property”) by this Environmental Covenant is located in Upper Salford Township, Montgomery County, Pennsylvania.

The latitude and longitude of the center of the Property is 40° 18' 15.7968" (40.304388) north latitude and -75° 27' 12.9774" (75.453605) west longitude, as measured around the intersection of Hendricks Road and Baghurst Drive.

The Property has been known by the following name(s): Baghurst Drive Superfund Site, Baghurst Alley HSCA Site, the Farm Property,

The PADEP Primary Facility Identification Number(s) is: 695994

A complete description of the Property is attached to this Environmental Covenant as Exhibit “A.”
A map of the Property is attached to this Environmental Covenant as Exhibit “B.”

2. **Property Owner / GRANTOR / GRANTEE.** Anita J. Miller is the Owner of the Property and the GRANTOR and the GRANTEE of this Environmental Covenant. Mr. Miller is also listed on the Deed to the property and is deceased.

3. **Property Owner Mailing Address.** The mailing address of the Owner is: 1926 Hendricks Road, Harleysville, PA 19438.

4. **Description of Contamination and Remedy**

The Baghurst Drive Superfund Site ("Site") is located within the northwestern portion of Upper Salford Township, Montgomery County, Pennsylvania. The Site consists of 61 acres and is adjacent to the Perkiomen Creek. The Site includes a nearly 52-acre farm property located at 1926 Hendricks Road (the "Property" or the "Farm") that is owned by Anita J. Miller, and an adjacent parcel of real property located at 2110 Hendricks Road, just northwest of the Property. The Site also includes the Baghurst Drive residential community, 27 residential properties, which is south of the Property.

In 1963, Robert J. Miller (deceased) and his wife, Anita J. Miller, acquired the Property. The Property was formerly used for agricultural purposes, including cropland and home for animals. The Property may also have been used for waste disposal by a former owner.

The PADEP conducted multiple Site investigations between 1999 and 2013. These investigations included sampling of multiple media, including groundwater, surface water, sediment, surface soil, and subsurface soil. Contamination in groundwater led to the addition of the Site to the National Priorities List on September 16, 2014.

EPA's Remedial Investigation was completed in 2019 and it was determined that the source of contamination is attributed to releases that occurred at the Property. Contaminants of concern (COC) were identified in soil and groundwater and include: 1,1,1-trichloroethane (1,1,1-TCA), 1,1,2-Trichloroethane (1,1,2-TCA), Trichloroethylene ("TCE"), 1,1-Dichloroethene ("DCE"), 1,1-Dichloroethane ("DCA"), 1,2-DCA, chloroform, 1,4-dioxane, and Vinyl Chloride. The highest levels of COCs were of 1,1,1-TCA, which is concentrated in three hot spot areas, known as Hot Spot Area A, Hot Spot Area B, and the Source Area. See Exhibit A. The largest hot spot (Hot Spot Area B) occurs along the entire eastern border of the Property. The Source Area is located along and within the tree line in the northwestern quadrant of the Property. Hot Spot Area A is much smaller and is located east of the tree line, near the Source Area. The feasibility study completed in 2020 identified an additional Hot Spot at the southern end of the Farm Property, Hot Spot Area C.

The EPA finalized a Record of Decision on May 18, 2022 (“ROD”) in which it selected a remedy (“Selected Remedy”) for the Site. The Selected Remedy is delineated in Exhibit A and will address sub-surface soil and groundwater contamination at the Site. The Selected Remedy will prevent current and potential future exposure to contaminated groundwater, sub-surface soil, and soil vapor through a combination of treatment and institutional controls. The Selected Remedy for the Site includes:

- In Situ Thermal Remediation (“ISTR”) to treat sub-surface soils and groundwater in the source area on the west-central margin of the Farm
- In Situ Chemical Oxidation (“ISCO”) to treat the three-groundwater hot-spot areas hydraulically down gradient from the source area
- Groundwater and vapor intrusion monitoring, and
- Institutional Controls (“ICs”) to prohibit the installation of new groundwater wells at the Site, prevent disturbance of any component of the Selected Remedy, and to require that any new residential construction at the Site receive prior written approval from the EPA, in consultation with PADEP.

Components of the ISTR remedy will be removed upon achievement of performance metrics, whereas groundwater wells will remain at the Property to perform monitoring and injection activities.

The administrative record (“AR”) file for the Site, pertaining to the ROD, which was developed in accordance with Section 113(k) of CERCLA (42 U.S.C. 9613(k)) is available online at <https://semspub.epa.gov/src/collection/03/AR66839>.

In addition, records pertaining to the Selected Remedy are maintained and available for review at the EPA Records Center in Philadelphia, Pennsylvania, and at the Indian Valley Public Library.

Indian Valley Public Library
100 E. Church Ave
Telford, PA 18969
(215)723-9109

U.S. EPA Region 3
Four Penn Center
1600 John F. Kennedy Boulevard
Philadelphia, PA 19103
(215)814-3157
Hours by appt. only: Mon.-Fri. 8:30 am to 4:30 pm

5. **Activity and Use Limitations.** The Property is subject to the following AULs selected by the EPA in the ROD, with which the then current owner of the Property, and its

tenants, agents, employees and other persons under its control shall comply, unless this Environmental Covenant is terminated or modified in accordance with Paragraph 10 below:

- (i) the installation of new groundwater wells at the Site is prohibited without the prior written approval of the EPA, in consultation with PADEP, to minimize human exposure to unacceptable levels of contamination in groundwater;
- (ii) the disturbance of any component of the Selected Remedy is prohibited without the prior written approval of the EPA, in consultation with PADEP, to ensure the integrity of the remedial action; and
- (iii) prior written approval of the EPA, in consultation with PADEP, is required for the construction of any new structures intended for human use and occupancy to minimize human exposure to unacceptable levels of vapor intrusion.

It is noted that local ordinance No. 2022-1, implemented by the Township of Upper Salford Montgomery County, PA, was written and implemented in response to the removal action involving the extension of the public water service. The local ordinance implements both AULs 5(i) and (ii) above, specifically in section(s) 26-103 and 26-104, respectively.

6. **Notice of Limitations in Future Conveyances.** Unless and until this Environmental Covenant terminates, each instrument hereafter conveying any interest in the Property subject to this Environmental Covenant shall contain a notice of the AULs set forth in this Environmental Covenant and shall provide the recorded location of this Environmental Covenant.

7. **Compliance Reporting.** Upon request, the then-current owner of the Property shall submit to the EPA and PADEP written documentation stating whether or not the AULs in this Environmental Covenant are being abided by. In addition, within twenty-one (21) days after any of the following events, the then-current owner of the Property must submit a written report to the EPA and PADEP of: (i) noncompliance with the AULs described in Paragraph 5 of this Environmental Covenant; (ii) transfer of the Property; (iii) changes in use of the Property; or (iv) the filing of applications for building permits for the Property and any proposals for any construction work on the Property, if the building or proposed construction work may affect the contamination or the remedial action on the Property, as described in Paragraph 4. The written report will state whether or not there is compliance with Paragraph 5. If there is noncompliance, the written report will state the actions that have been or will be taken to assure compliance.

8. **Access by the EPA and PADEP.** In addition to any rights already possessed by the EPA and PADEP under CERCLA or other state or federal law this Environmental Covenant grants

to the EPA and PADEP a right of reasonable access to the Property in connection with implementation and enforcement of this Environmental Covenant.

9. **Recording and Notification of Recording.** Within 30 days after the date that the Agencies approve this Environmental Covenant, the Owner shall file this Environmental Covenant with the Recorder of Deeds for Montgomery County and send a file-stamped copy of this Environmental Covenant to the EPA and PADEP within 90 days of the EPA's approval of this Environmental Covenant. Within 90 days after this Environmental Covenant has been filed with the Recorder of Deeds for the County in which the Property is located, the Owner shall send a file-stamped copy to each of the following: Township of Upper Salford, Montgomery County, and the Agencies.

10. **Termination or Modification.**

(a) This Environmental Covenant runs with the land unless terminated or modified in accordance with 27 Pa. C.S. § 6509 or 6510, or in accordance with Paragraph 10.(b).

(b) This Environmental Covenant may be amended or terminated as to any portion of the Property acquired for use as state highway right-of-way by the Commonwealth provided that: (i) PADEP waives the requirements for an environmental covenant and for conversion pursuant to 27 Pa. C.S. § 6517 to the same extent that this Environmental Covenant is amended or terminated; (ii) the EPA, in consultation with PADEP determine that termination or modification of this Environmental Covenant will not adversely affect human health or the environment; and (iii) the EPA and PADEP provide 30-days advance written notice to the then-current owner of the Property, each holder, and, as practicable, each person that originally signed the Environmental Covenant or successors in interest to such persons.

(c) This Environmental Covenant shall terminate upon attainment of performance standards permitting unrestricted use, as set forth in the ROD for the above-described contamination at the Property. The Agencies must provide written approval before such termination becomes effective.

XX. In accordance with 27 Pa. C.S. § 6510(a)(3)(i), Grantor and/or Grantee hereby waives the right to consent to any amendment or termination of the Environmental Covenant; it being intended that any amendment to or termination of this Environmental Covenant by consent in accordance with this Paragraph requires only the following signatures on the instrument amending or terminating this Environmental Covenant: (i) the Holder at the time of such amendment or termination; (ii) the then current owner of the Property; (iii) the EPA; and (iv) the Department. To the extent Grantor and/or Grantee is also the Holder or current property

owner at the time of such amendment or termination, the right to consent to any amendment or termination of the Environmental Covenant is retained as the Holder or current property owner.

11. Notice and Enforcement.

(a) Notification. The then-current owner shall provide the EPA and PADEP written notice of:

(1) The pendency of any proceeding that could lead to a foreclosure as referred to in 27 Pa. C.S. § 6509(a)(4), within seven (7) calendar days after the owner receives notice of the pendency of such proceeding;

(2) Any judicial action referred to in 27 Pa. C.S. § 6509(a)(5), within seven (7) calendar days after the owner receives notice of such judicial action;

(3) Any judicial action referred to in 27 Pa. C.S. § 6509(b), within seven (7) calendar days after the owner receives notice of such judicial action;

(4) Termination or amendment of this Environmental Covenant pursuant to 27 Pa. C.S. § 6510, within seven (7) calendar days after the owner becomes aware of such termination or amendment; and

(5) Any agreement for the sale or transfer of the Property by the Grantor, no later than seven (7) calendar days prior to the closing of such sale or transfer by the Grantor.

(b) Enforcement. A civil action for injunctive or other equitable relief for violating this Environmental Covenant may be maintained by PADEP or by the Attorney General of the United States, on behalf of the EPA. In addition, PADEP and the EPA reserve their regulatory authorities under any applicable law to enforce the AULs described in Paragraph 5, above.

12. The EPA and PADEP's addresses. Communications with the EPA and the Department regarding this Environmental Covenant shall be sent to:

Pennsylvania Department of Environmental Protection
Environmental Cleanups and Brownfields
Attn: HSCA Group Manager
2 East Main Street
Norristown, Pennsylvania 19401-4915

United States Environmental Protection Agency
Site Remediation Branch Chief

4 Penn Center
1600 John F. Kennedy Boulevard
Philadelphia, PA 19103

Peck.Michelle@epa.gov; and Mishkin.Katherine@epa.gov

13. **Severability.** The paragraphs of this Environmental Covenant are severable and should any part hereof be declared invalid or unenforceable, the remainder will continue in full force and effect between the parties.

ACKNOWLEDGMENTS by Owner[s] and any Holder[s], in the following form:

Anita J. Miller, Grantor

Date: _____
By: _____
Name: Anita J. Miller
Title: _ Grantor _____

COMMONWEALTH OF PENNSYLVANIA))
COUNTY OF _____) SS:

On this ___ day of _____, 20___, before me, the undersigned officer, personally appeared Anita J. Miller, Grantor, who acknowledged himself/herself to be the person whose name is subscribed to this Environmental Covenant and acknowledged that s/he executed same for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal.

Notary Public

APPROVED, by the United States Environmental Protection Agency

Date: _____, 20__ _____

Paul Leonard, Director
Superfund & Emergency Management Division
U. S. Environmental Protection Agency, Region III
1600 John F. Kennedy Blvd.
Philadelphia, PA 19103

COMMONWEALTH OF PENNSYLVANIA)
)
COUNTY OF MONTGOMERY) SS:

On this ___ day of _____, 20__, before me, the undersigned officer, personally appeared Paul Leonard who acknowledged himself to be the person whose name is subscribed to this Environmental Covenant and acknowledged that she freely executed the same for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal.

Notary Public

APPROVED, by Commonwealth of Pennsylvania, Department of Environmental Protection

Date: _____

By: _____

Name: Ragesh R. Patel

Title: Environmental Cleanup & Brownfields Program Manager

PA DEP - Southeast Regional Office

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF MONTGOMERY

On this _____ day of _____, before me, the undersigned officer, personally appeared Ragesh R. Patel who acknowledged himself to be the person whose name is subscribed to this Environmental Covenant and acknowledged that he executed same for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal.

Notary Public

EXHIBIT "A"

TRACT No. 1

All that certain lot or piece of ground, Situate in the Township of Upper Salford, County of Montgomery, Commonwealth of Pennsylvania, described in accordance with a Plan of Subdivision of Michael Huczko, made by Urwiler & Walter, Inc., Sumneytown, Pennsylvania, dated July 19, 1976, as follows, to wit:

BEGINNING at an interior point, which point is measured the three following courses and distances from an iron pin, in the title line of the bed of Hendricks Station Road (legal width of Thirty three feet) along lands of Michael Huczko: (1) South thirty eight degrees West, Three hundred four and eighty three one-hundredths feet to an iron pin found); (2) South fifty degrees, nineteen minutes East, Sixty feet and eighty eight one-hundredths of a foot to an iron pin found); and (3) South twenty six degrees, one minute, thirteen seconds West, Thirty seven and sixty four one-hundredths feet to an iron pin the point of beginning; thence along lands of said Michael Huczko the two following courses and distances: (1) passing through a hedge, South seventy two degrees, fifteen minutes, thirty seconds East, Two hundred thirtythree and three one-hundredths feet to a corner; and (2) South fifteen degrees, thirty minutes, five seconds West, Eight hundred forty seven and seventy three one-hundredths feet to an iron pin, a corner of land of Robert J. Miller; thence along the same, North eighty two degrees, fifty four minutes, fifty two seconds West, Five hundred sixty three and thirty four one-hundredths feet to a corner of land, now or late of Alonzo Sinclair; thence along said lands, the three following courses and distances: (1)-North sixteen degrees, forty six minutes East, Two hundred fourteen and seventy four one-hundredths feet to a corner; (2) South eighty four degrees, fifteen minutes, twenty seconds West, Two hundred forty eight and nineteen one-hundredths feet; and (3) North thirteen degrees, fifty seven minutes, fifty five seconds East, Three hundred seventy six and forty two one-hundredths feet to an iron pin found); thence along lands now or late of Paul Shuetz, South eighty five degrees, two minutes, thirty one seconds East, Two hundred fifty six and eleven one hundredths feet to an iron pin (found); and North twenty six degrees, one minute, thirteen seconds East, Three hundred sixty three and twenty three one-hundredths feet to the first mentioned point and place of beginning. Being Parcel No. 2 as shown on Plan.

TRACT No. 2

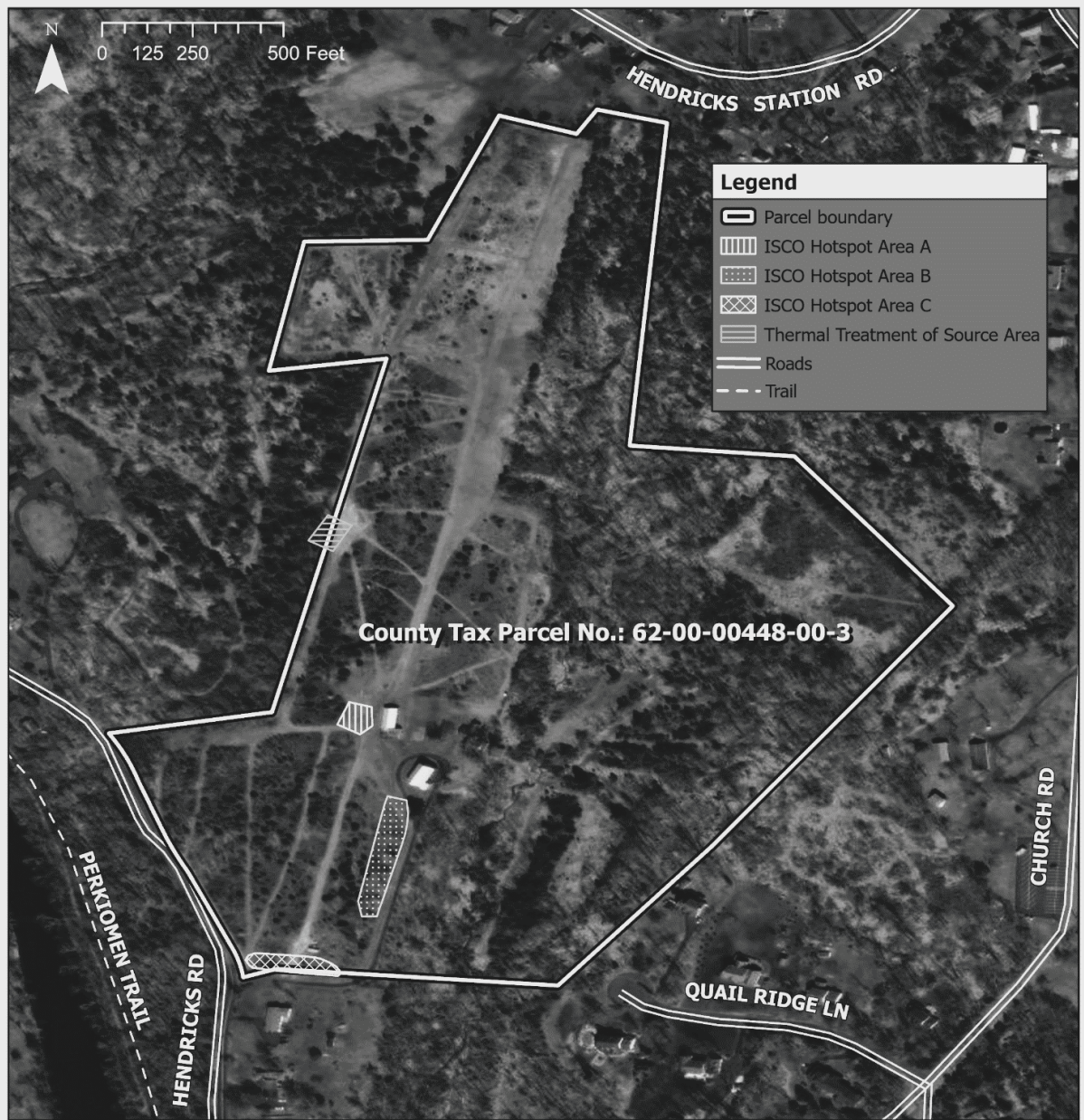
ALL THAT CERTAIN lot or piece of ground, Situate in the Township of Upper Salford, County of Montgomery, Commonwealth of Pennsylvania, described in accordance with a Plan of Subdivision made for Michael Huczko by Urwiler and Walter, Inc., Registered Professional Engineers, Sumneytown, Pennsylvania, 18084, dated July 19, 1976, as follows, to wit:

Beginning at an iron pin found at an interior point, a common corner of lands now or late of Michael Huczko and lands now or late of William K. Radcliff; said point being located South thirty eight degrees West, two hundred feet and sixty seven one-hundredths of a foot from a point-in the title line in the bed of Hendricks Station Road (Thirty Three feet wide); thence extending from said beginning point along lands now or late of William K. Radcliff, South seventy degrees, eight minutes East, One hundred fifty two and thirty fourth one-hundredths feet to an iron pin found at a corner of land now or late of Kenneth T. Brady; thence extending along the

same, South six degrees, fifty six minutes, twenty nine seconds West, Eight hundred ninety four and sixty five one-hundredths feet to an iron pin found at a corner of lands now or late of Robert J. Miller; thence extending along the same, North eighty two degrees, fifty four minutes, fifty two seconds West, Two hundred twenty and seventy four one-hundredths feet to an iron pin set; thence extending along other lands now or late of Michael Huczko of which this was a part, the three following courses and distances: (1) North fifteen degrees, thirty minutes, five seconds East, Eight hundred forty seven and seventy three one-hundredths feet to an iron pin set; and (3) North thirty eight degrees East, Eighty two and thirty five one-hundredths feet to the first mentioned point and place of beginning. Being shown as Parcel No. 3 on said Plan.

Exhibit B

A map of the Property



Appendix C

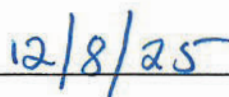
**DECLARATION OF ANITA MILLER IDENTIFYING FINANCIAL DOCUMENTS/INFORMATION
PROVIDED TO THE UNITED STATES RELATED TO THIS SETTLEMENT AGREEMENT BETWEEN THE
UNITED STATES AND RESPONDENT**

I, Anita Miller, hereby certify that to the best of my knowledge, information and belief the following documents represent true, accurate and complete responses to the United States' requests concerning my financial condition. I further certify that there are no other documents that would show a materially different financial position.

- 2018 federal income tax return
- 2019 federal income tax return
- 2020 federal income tax return
- 2021 federal income tax return
- 2022 federal income tax return
- Collection Information Statement for Wage Earners and Self-Employed Individuals

I declare under penalty of perjury under the laws of the United States of America that the foregoing documents and information are true and correct to the best of my knowledge, recognizing that some of the documents and/or information were prepared by third parties based upon information that was supplied to me.


Anita J. Miller


DATE

Appendix D

ROD

(see: <https://semspub.epa.gov/work/03/2330800.pdf>)