

01070129  
AMENDMENT AGREEMENT NO. 2 TO  
AGREEMENT OF LEASE BETWEEN  
10353 DELAWARE SOLID WASTE AUTHORITY  
AND CROUSE RECOVERY OF DELAWARE, INC.

WHEREAS, the Delaware Solid Waste Authority ("Authority") as Landlord, and Crouse Recovery of Delaware, Inc. ("CRD"), as Tenant, entered into an Agreement of Lease dated October 26, 1983 which was amended on August 2, 1984 (the "Lease"); and

WHEREAS, by paragraph 4 of Amendment Agreement No. 1 to Agreement of Lease, the Authority agreed to provide certain easements which are expressly limited so as not to interfere with any existing or contemplated use of the Authority's property; and

WHEREAS, the parties desire to amend the Lease to provide more specifically for certain easement rights of CRD and to make certain other amendments as set forth hereinafter; and

WHEREAS, the Authority has previously granted certain specific easements for water, storm and sanitary sewer, and a steamline to CRD, which easements are not to be construed as limited by this Amendment Agreement.

NOW, THEREFORE, in consideration of the mutual promises and obligations hereinafter set forth, the parties hereto, each intending to be legally bound, do hereby mutually covenant, promise and agree as follows:

1. As rights appurtenant to, and for a term co-extensive with, the Lease, the Authority hereby does grant unto CRD those leasehold related easements as set forth in Exhibit A annexed hereto and incorporated by reference, all subject to the requirement that CRD shall carry out its activities so as not to

0107000120

interfere with any existing or contemplated use of adjacent property of the Authority.

2. CRD agrees to and shall indemnify and save harmless Authority from and against any and all loss, liability and expense (including, without limitation, all reasonable legal expenses and reasonable counsel fees) arising from any claim, suit, or action by others relating to the use of those easements created hereunder by Tenant or those authorized by Tenant.

3. The first paragraph of Section 7.01 is revised to read as follows:

"SECTION 7.01. Tenant, at its own cost and expense, shall, for the mutual benefit of Landlord and Tenant, maintain comprehensive general public liability insurance against claims for bodily injury, death or property damage occurring on the Demised Premises and/or in the Facility or the Improvements, which insurance shall provide minimum protection of not less than \$75,000,000.00 per occurrence combined personal injury and property damage, provided, however, that during the initial three (3) years of operation of the energy generating facility and solid waste transfer station the minimum protection shall not be less than \$15,000,000.00."

4. The terms and conditions of the Lease shall not be affected by this Amendment except as expressly provided herein.

5. The Guaranty of the Crouse Group, Inc., previously given with regard to the Lease, shall extend to this Amendment as well.

0137 PAGE 0121

6. This Amendment Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties have executed this Amendment Agreement No. 2 on this 11<sup>th</sup> day of December, 1988.

Sealed and Delivered  
In the Presence of:

\_\_\_\_\_

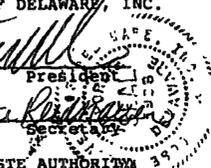
*John L. ...*  
\_\_\_\_\_

\_\_\_\_\_

CROUSE RECOVERY OF DELAWARE, INC.

BY: *[Signature]*  
President

ATTEST: *[Signature]*  
Secretary



DELAWARE SOLID WASTE AUTHORITY

BY: *[Signature]*  
General Manager

THE CROUSE GROUP, INC.

BY: *[Signature]*  
President

ATTEST: *[Signature]*  
Secretary



0137 0122

EXHIBIT A

EASEMENT

DSWA  
REV. 6:12/5/86

**EXHIBIT A**

NO 013787 0123

**I. Existing Maintenance Building**

The DSWA intends to make the existing maintenance building located in the northwest corner of the lands to be leased to CRD available to CRD for its use during the term of this lease. CRD agrees that it will maintain this building in the condition which existed at the time of occupancy excepting normal wear and tear. CRD agrees to pay all costs for utilities, maintenance, and insurance associated with the operation and use of this building during the term of CRD's lease. CRD to take possession of said building in "AS IS" condition, and the Authority is under no obligation to make any repairs, improvements, or capital expenditures on this building. In the event that CRD no longer actively uses the maintenance building, possession thereof shall revert to the Authority.

**II. Storm and Sanitary Sewers**

The DSWA agrees to allow CRD to connect to its storm sewer and sanitary sewer systems for the operation of CRD's plant. These storm sewers and sanitary sewers are those shown on the Major Land Development Plan accompanying this agreement which lie beyond the lease limits of CRD. These storm and sanitary sewers include sewers previously constructed by the DSWA and maintained by DSWA. The DSWA agrees to repair or correct any deficiencies, blockages, collapses or any other condition which might impair the proper operation of these storm sewers and sanitary sewers on

0107 0124

its property and outside the leased area as soon as such conditions are known to it. In the event that CRD is aware of any condition in these lines which might affect its operation, it shall immediately notify the DSWA's representative on the project site. The DSWA agrees that it will take prompt action to correct said condition and will inform CRD of the schedule of corrective action. CRD agrees that its use of the DSWA storm and sanitary sewers shall impose no obligation on DSWA, financial or otherwise. CRD, at its sole discretion may elect to install its own storm and sanitary sewers on other than DRP property and at its sole cost. In the event CRD elects to use the DSWA sanitary sewer line, then CRD shall install a meter to allow proper billing to CRD for such use. CRD shall pay all sewer charges resulting from its connection with or use of the sewer.

If a blockage or other condition occurs to the sanitary or storm sewer systems running across DSWA lands as a result of CRD's use and operation, both parties agree that DSWA will correct the deficiency and that CRD will be responsible for any and all materials from the EGF entering DSWA's storm and sanitary sewer system. CRD will pay the full costs or pro rata costs if said condition was determined to have partially resulted from CRD's operation.

### III. Power and Steamline Easements

Power and steamline easements are shown on the accompanying Record Major Land Development Plan for the purpose of

0137 0125

constructing, operating, and maintaining buried and above ground power lines and steamlines, and access to the 69KV Substation. Accordingly, DSWA grants these power and steamline easements, as shown on the accompanying Major Land Development Plan, for CRD's use in constructing, maintaining, operating and repairing the power and steamlines situated thereon. CRD shall have the right to enter onto these easements at such times and from time to time as it deems necessary to satisfactorily maintain, operate and repair said lines and areas. Prior to such entry CRD shall obtain DSWA's approval. In no event shall CRD interrupt service from the 69KV Substation to the extent that the required electric service to the Delaware Reclamation Project (DRP) is reduced nor shall CRD take any action hereunder that would interfere with operation of the DRP.

**IV. Water Line Easement**

DSWA grants to CRD a waterline easement, as shown on the accompanying Record Major Land Development Plan, for the purpose of building, operating and maintaining one or more potable waterlines to service its Energy Generating Facility. This easement runs across lands of the DSWA from meter pits located within an easement for the Wilmington Suburban Water Company. DSWA grants CRD the right to enter onto and to utilize this easement with prior notification to the DSWA for purposes of removing waterlines within the easement. CRD warrants that it will repair or replace existing paving, utilities, fences, and

0137 0126

other appurtenances which are the property of the DSWA which are located within the easement and which may be altered, damaged, or removed as part of CRD's use of this easement. CRD agrees that it will not interfere with DSWA operations as a result of its work within this easement, nor will there be any costs to the Authority. CRD shall obtain all necessary approvals from Wilmington Suburban Water Corporation that relate to water use.

v. RDF Hauling Truck Access

CRD proposes to convey by truck or other means RDF from the discharge point (PC-25) located within the Authority's DRP property, which is presently under the operation of Raytheon Service Company, to CRD's Energy Generating Facility. Prior to use, it shall be necessary for CRD to obtain the approval of DSWA for the RDF hauling vehicles. DSWA hereby grants CRD the right to enter onto its DRP property including crossing its scales and utilizing internal access roads with trucks of sufficient size and in sufficient number for CRD to meet its contractual obligations to DSWA. DSWA also grants CRD the right to operate, maneuver, park and store its trucks as part of the RDF hauling operation at locations shown on the attached Record Major Land Development Plan. CRD agrees to follow all rules, regulations and requirements of the DSWA while on the DRP site, including designated access and exit traffic patterns.

CRD agrees that it will be responsible for maintaining the present RDF Load-out building enclosure at the base of the PC-25

0137 REC 0127

pant-leg chute in the same condition which existed at the time it assumed responsibility for this building normal wear and tear expected. Within one (1) year from the date RDF hauling commences, CRD agrees to improve and upgrade the RDF loadout building (PC-25 enclosure) to accommodate truck hauling for the balance of the contract term. The PC-25 enclosure shall be improved and upgraded by expanding it and the control room to fully enclose the RDF hauling vehicles including the tractors and trailers. Further, the building shall be such so as to allow one-way traffic into and out of the RDF loadout building. The existing Air Pollution Control equipment on the PC-25 enclosure shall be enlarged, at Crouse's exclusive cost to fully accommodate the expanded building and provide a safe environment within the RDF loadout building. Crouse shall maintain all air pollution control equipment on the PC-25 enclosure. CRD shall prepare and apply for the required Air Pollution Control Permits for the improvement on the existing Air Pollution Control equipment. CRD shall be solely responsible for the repair and maintenance of the RDF loadout building and control room throughout the period of this contract. CRD agrees that it will be responsible for the maintenance of the PC-25 Conveyor and the flop gate interior to the pant-leg chute where the RDF drops from the conveyor and CRD will operate said conveyor and flop gate in such a manner and with due attention in order that CRD's trucks can be properly loaded with RDF and DRP operations not impaired.

0128

CRD also agrees to provide personnel to properly maneuver and load its RDP hauling trucks in a coordinated manner with CRD's operator of the PC-25 flop gate. CRD agrees to provide daily cleanup of the inside of the enclosure building and area surrounding the enclosure building to minimize litter blowing from the operations.

VI. Access

DSWA grants to CRD a non-exclusive right of way for ingress and egress to the leased premises over those two (2) access roads shown on the Major Land Development Plan as Energy Lane and Resource Lane. Maintenance of Energy Lane will be by CRD at its expense. Maintenance of Resource Lane will be by DSWA at its expense.

VII. Record Major Land Development Plan

Incorporated as part of this amendment is Drawing 23186-F, Rev. 9, dated December 3, 1986, as prepared by VanDemark & Lynch, Inc. This drawing incorporates the easements previously discussed in this amendment.

LEO J. DUGAN, Jr. Recorder

REC'D FOR REC'D : DEC 3 1 1986 3:39

DOCUMENTARY  
SURCHARGE  
PAID \$3.00